

Mayfield Saddlery

Terms and Conditions

Supply of saddles and saddle fitting services

Visits

Mayfield Saddlery sells new and used saddles and provides saddle-fitting services. For new saddles the initial saddle fitting visit and one post fit visit are included in the purchase price of the new saddle. For used saddles and all other saddle fit visits where sale of a saddle is not involved all visits are chargeable at the prevailing rates (see separate scale of saddle fitting charges).

In order to ensure any given saddle is fit for purpose the saddle fitting process includes inspection of the horse at standstill and moving through all its paces both with and without the fitted saddle and with and without the rider. To achieve this satisfactorily the customer should provide a flat soft surface, ideally a riding arena in which such activity can take place. If an arena is not readily available Mayfield Saddlery offers the use of its own arena at Mayfield at no extra charge, although the customer will have to bear their own transport costs etc.

Availability of products

We stock a wide range of new and used saddles. Where a non-stock saddle is required then it will be ordered from the manufacturer and, if in stock with the manufacturer, delivery is generally within a few working days. If not immediately available you will be advised of the approximate delivery time. If this is acceptable to the customer Mayfield Saddlery will proceed to obtain the desired product at which point a contract is deemed to be in place. If the delivery date is not acceptable to the customer then alternative options may be suggested.

Prices

All prices for new saddles include Value Added Tax charged by the manufacturer, where this is applicable. Used saddles are not currently subject to VAT via Mayfield Saddlery since used saddles are generally being sold on behalf of other non-VAT registered parties.

Saddle fitting charges are not currently subject to VAT via Mayfield Saddlery.

Payment

We accept all Visa and MasterCard credit and debit cards and have a mobile payment facility. Credit card security is provided through WorldPay, the World's leading Internet credit card clearing company. Online payments are carried out through a secure environment and transactions are shown in pounds sterling. We use best practice security for credit card transactions, which are fully encrypted.

Mayfield Saddlery takes all reasonable care, to keep the details of your order and payment secure but, in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from Mayfield Saddlery.

General Terms

The sale of a new saddle is deemed to be covered by the Sale and Supply of Goods and Services Act 1982. This contract involves both the sale of the goods themselves (the saddle) as well as the services of the saddle fitter in fitting the saddle.

The Act implies in the contract for the sale and supply of goods various terms including terms that:

- a) the goods will be of satisfactory quality (which includes the requirement for the goods to be fit for the purpose for which they were sold) and
- b) the saddle fitter should exercise reasonable skill and care in the provision of the service (i.e. the fitting of the saddle).

New saddles supplied by Mayfield Saddlery are manufactured only by selected reputable saddle manufacturers working within relevant quality standards and procedures. New saddles are supplied with a 12 month guarantee from the manufacturer against manufacturing defects and the guarantee commences on the date of supply to the customer.

To ensure compliance with services aspects of the Act the saddle fitting is undertaken to the standards laid down by the Society of Master Saddlers (SMS) and only by a qualified and registered SMS saddler. Mayfield Saddlery only uses qualified and registered saddle fitters. In order to ensure any given saddle is fit for purpose the saddle fitting process includes inspection of the horse at standstill and moving through all its paces both with and without the fitted saddle and with and without the rider. A detailed saddle fitting

report is produced at the end of each saddle fit and a copy signed by the saddle fitter is supplied to the customer. The customer should also sign the saddle fitting form to show that they:

- a) accept that the saddle fits satisfactorily as at the date of the saddle fit
- b) accept that the saddle is not damaged and is fully acceptable to the customer as at the date of supply / saddle fit
- c) are aware that horses change shape over time and that a saddle that fits perfectly on one day may need checking within 3 months. (for this reason Mayfield Saddlery recommends that saddles are routinely checked every 3 months)
- d) understand the saddle fitting process and
- e) agree to undertake any remedial or other steps advised / recommended by the saddle fitter and which are recorded on the saddle fitting form within three months of the saddle fit unless otherwise advised / agreed.

Used saddles are generally being sold on behalf of a previous owner and are not owned by Mayfield Saddlery. If this is not the case the customer will be advised accordingly. Used saddles by definition may not be in perfect condition and customers must accept this. Any known defects as identified by the saddle fitter will be brought to the attention of the prospective customer. The used saddle will be fitted in the same way as a new saddle including provision of a completed and signed saddle fitting form. However there is no guarantee available with the purchase of a used saddle and is sold as seen. Notwithstanding this one free call out / saddle check is offered within three months of the purchase of a used saddle to ensure that it still fits adequately. Because the used saddle is not owned at any point by Mayfield Saddlery we cannot take back a used saddle unless as part exchange for another used or new saddle.

Saddle fits where no new or used saddle is sold. In these circumstances the same saddle fitting process is undertaken as deployed for new and used saddles which includes inspection of the horse at standstill and moving through all its paces both with and without the fitted saddle and with and without the rider, all on a satisfactory flat surface. A detailed saddle fitting report is produced at the end of each saddle fit and a copy signed by the saddle fitter is supplied to and countersigned by the customer.

Responsibility for damage and ill-fitting

Mayfield Saddlery cannot accept any responsibility if:

- a) the advice given in the saddle fitting form is not undertaken within a reasonable period of time following the saddle fit - typically no more than one month. If a longer period than this then the circumstances should be reported to the saddle fitter and a mutually agreed approach accepted by both parties identified.
- b) if the saddle is damaged either accidentally or otherwise and in whatever manner post the saddle supply and fit. Mayfield Saddlery will however advise on any appropriate action in such circumstances but the standard call-out / saddle fitting fee will be charged unless the problem is deemed to be caused in by Mayfield Saddlery.

Disputes

If the saddle does not fit the horse or rider properly and prevents the rider from achieving a correct riding position during the first three months following a saddle fit and / or supply of a new or used saddle then the customer should advise Mayfield Saddlery within the same three months whereupon a corrective plan will be mutually agreed. After three months Mayfield Saddlery cannot be deemed responsible because we recommend a saddle check every three months.

Use of saddle fitter other than one provided by Mayfield Saddler within the guarantee period for new saddles (ie 12 months), or three months for used saddles, unless agreed in advance with Mayfield Saddlery, will negate any claim against Mayfield Saddlery for any reason / cause.

If there is a dispute and, for whatever reason, a reasonable solution cannot be determined then the customer has the right to seek a third party opinion from a second Society of Master Saddlers approved and qualified saddler / saddle fitter, whereupon it would be expected that a mutually agreed solution can be negotiated between the parties.

We are members of the British Equestrian Trade Association (BETA), and the Society of Master Saddlers (SMS).

Mayfield Saddlery

Terms and Conditions Website based sales

If you do not agree with the terms and conditions hereunder relating to website sales please do not use our website facility. Nothing in these terms affects your statutory rights. By using the www.mayfieldsaddlery.co.uk website, you signify your agreement to be bound by these terms.

Availability of products

All products and services are subject to availability. If not immediately available you will be advised of the approximate delivery time. If this is acceptable to the customer Mayfield Saddlery will proceed to obtain the desired product at which point a contract is deemed to be in place. If the delivery date is not acceptable to the customer then alternative options may be suggested. Any products shown on the Mayfield Saddlery website may be withdrawn at any time, including after you have placed your order. If your order cannot be fulfilled you will be informed and offered an alternative or, if no alternative is acceptable then any payments made will be fully refunded.

All special/custom orders are non-refundable.

Prices

All prices for new saddles and other products include Value Added Tax, where this is applicable and are priced in pounds sterling. For orders made from the UK or the European Union, VAT is added at the prevailing rate. Orders from outside the EU are VAT free and you should click the exempt button to reduce VAT to zero.

Used saddles are not currently subject to VAT via Mayfield Saddlery

Order

The information we ask you for when placing an order is for billing and delivery purposes or for contacting you if we have a query. Once you have placed an order we will contact you to confirm the order, to confirm when your order has been dispatched and/or if we have any other information regarding your order.

Payment

We accept all Visa and Mastercard credit and debit cards. Cards are not debited until goods are dispatched. Credit card security is provided through WorldPay, the World's leading Internet credit card clearing company. Online payments are carried out through a secure environment and transactions are shown in pounds sterling. Only enter your payment details when asked, do not email your card details to us since no responsibility can be taken for security if you provide your details in this way. We use best practice security for credit card transactions, which are fully encrypted.

Mayfield Saddlery takes all reasonable care, to keep the details of your order and payment secure but, in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from Mayfield Saddlery.

Delivery

Delivery can normally be expected within 7 working days. If we are unable to fulfill a multi item order in its entirety, then we will dispatch those items that are available as they become available.

Customer cancellation of orders

Orders and parts thereof may be cancelled only by the written acceptance by Mayfield Saddlery of such cancellation. We reserve the right to charge the purchaser with the amount of any losses or expenses directly or indirectly resulting from such cancellation. If we do not accept the cancellation, we reserve the right to recover the invoice price together with any additional losses incurred. If we have placed a deposit with a manufacturer or supplier in respect of an order, we may require you to reimburse such sum in the event of cancellation.

Returned Goods

A full refund will be provided on any item returned to us in the original packaging, unsoiled, within 7 days or receipt, for any reason. Alternatively the goods may be exchanged. Refunds or exchanges cannot be made before we receive the returned goods. Returns made after 7 days or soiled goods will not be eligible for refund or exchange. Please pack carefully to avoid damage and don't forget to enclose the return form that was sent with your order. Please enclose the appropriate return postage and packing fee with goods returned for exchange.

We recommend that you obtain a certificate of postage with adequate insurance from the courier if making a return, to enable you to make a claim for any loss or damage from the courier, as we are unable to

compensate for return parcels that are lost or damaged in transit.

Your Online Account

When using our website, you are responsible for ensuring that your account details and passwords remain confidential and you agree to accept responsibility for all activities occurring under your account and password. If you believe this information has become known to someone else or that your account is being misused contact us immediately. When registering your details please ensure that the information you provide to us is complete and correct, and advise us as soon as possible should this change or you wish your details removed. We reserve the right to change or remove content, refuse access to the website or cancel orders at our discretion. If we cancel an order, it will be without charge to you and you will be notified immediately.

We are members of the British Equestrian Trade Association (BETA), and the Society of Master Saddlers (SMS).