

**SIDE SADDLES**  
**TERMS AND CONDITIONS – SUPPLY OF GOODS AND SERVICES**

**OUR TERMS:**

**1. THESE TERMS**

- 1.1. These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**2. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1. We are SIDE SADDLES a sole trader established in England and Wales. Our address is Side Saddles, Chestertons, Burnt Hill, Yattendon, Reading, Berkshire, RG18 0XD.
- 2.2. You can contact us by telephoning 07770 954 367 or by writing to us at [phyllierobertson@sidesaddles.co.uk](mailto:phyllierobertson@sidesaddles.co.uk) or Side Saddles, Chestertons, Burnt Hill, Yattendon, Reading, Berkshire, RG18 0XD.
- 2.3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. When we use the words "writing" or "written" in these terms, this includes emails.

**3. OUR CONTRACT WITH YOU**

- 3.1. Our acceptance of your order will take place when we receive your payment at which point a contract will come into existence between you and us.
- 3.2. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**4. OUR PRODUCTS**

- 4.1. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.
- 4.3. Side saddles, saddles and equine equipment are specialist items. You are responsible for ensuring that any saddle or equipment is suitable for the intended horse, rider and use. We recommend that you take appropriate professional saddle fitting, veterinary or other equine professional advice before using any saddle or equipment, particularly where the item is second-hand, vintage, restored, altered or supplied without a fitting appointment.
- 4.4. You must inspect any saddle or equine equipment before use and must not use it if there are signs of damage, weakness, poor fit, instability, excessive wear or any other safety concern. You are responsible for carrying out ongoing checks and maintenance after purchase.
- 4.5. Where products are described as second-hand, used, vintage, antique, restored, ex-display or pre-owned, you acknowledge that they may show signs of age, previous use, wear, repair,

restoration, cosmetic marking or material variation. We will take reasonable care to describe known material defects, but such items should not be expected to be in new condition.

- 4.6. Where we alter, repair, restore, flock, fit, source, commission, customise or otherwise adapt a saddle or product to your requirements, any suitability will depend on the accuracy of the information, measurements and access you provide and on the condition of the product. We do not guarantee that every saddle or habit can be made suitable for every horse or rider.
- 4.7. If we agree to provide any product on trial, approval, loan or inspection before purchase, the trial terms confirmed to you will apply. Unless we agree otherwise in writing, you are responsible for the product from collection or delivery until it is safely returned to us, including responsibility for loss, theft, damage, soiling, excessive wear, insurance, safe packaging and return by the agreed deadline.

## **5. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8).

## **6. OUR RIGHTS TO MAKE CHANGES**

- 6.1. We may change the product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 6.2. In addition, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

## **7. PROVIDING THE PRODUCTS**

- 7.1. The costs of delivery will be provided to you.
- 7.2. During the order process we will let you know when we will provide the products to you and deliver them to you as soon as reasonably possible
- 7.3. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4. A product which is goods will be your responsibility and owned by you from the time we deliver the product to the address you gave us or you collect it from us.
- 7.5. If you do not pay us for the products when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts.
- 7.6. Delivery may be by courier, postal service, personal delivery or collection, as agreed with you. You are responsible for providing accurate delivery and contact details and for being available to receive or collect the products. If delivery is missed, refused or delayed because of incorrect information or your failure to accept delivery, you may be responsible for any additional reasonable costs.
- 7.7. Where goods are shipped, we will tell you whether carriage is insured and any relevant limitations. You must notify us promptly if goods arrive damaged, incomplete or appear to have been interfered with in transit and should retain packaging where reasonably possible.

- 7.8. Unless we agree otherwise, our sales are for delivery within the United Kingdom. If we agree to supply products outside the United Kingdom, you are responsible for any customs duties, import VAT, local taxes, customs clearance requirements and delays outside our control.

## **8. YOUR RIGHTS TO END THE CONTRACT**

- 8.1. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);
  - (b) If you want to end the contract because of something we have done or have told you we are going to do;
  - (c) If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
  - (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.
- 8.2. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:
- (a) We have told you about an upcoming change to the product or these terms which you do not agree to;
  - (b) We have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  - (c) There is a risk that supply of the products may be significantly delayed because of events outside our control;
  - (d) We have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
  - (e) You have a legal right to end the contract because of something we have done wrong.
- 8.3. For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4. You do not have a right to change your mind in respect of:
- (a) Items made to your specifications or which are clearly personalised;
  - (b) Services, once these have been completed, even if the cancellation period is still running;
  - (c) Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
  - (d) Any products which become mixed inseparably with other items after their delivery.
  - (e) Saddles, products or services which have been altered, repaired, restored, flocked, fitted, sourced, commissioned, customised or otherwise adapted to your specific requirements, once the relevant work has started, except where faulty or misdescribed.
- 8.5. How long you have depends on what you have ordered and how it is delivered.
- (a) If you have bought services, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
  - (b) If you have bought goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless:
  - (c) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the goods.

- 8.6. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

- 9.1. To end the contract with us, please let us know by doing one of the following:
- (a) Phone or email: Call us on 07770 954 367 or email us at [phyllierobertson@sidesaddles.co.uk](mailto:phyllierobertson@sidesaddles.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - (b) By post: Write to us at Side Saddles, Chestertons, Burnt Hill, Yattendon, Berkshire, RG18 0XD, including details of what you bought, when you ordered or received it and your name and address.
- 9.2. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to us or post them back to us at Side Saddles, Chestertons, Burnt Hill, Yattendon, Berkshire, RG18 0XD. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3. Returned goods must be returned clean, dry, complete, undamaged and safely packaged. Saddles and equine equipment must not be returned with excessive hair, sweat, dirt, mould, odour, marks, damage or wear beyond what is necessary to inspect them. We may reduce any refund to reflect any reduction in value caused by handling, use, damage, soiling or inadequate packaging.
- 9.4. We will pay the costs of return:
- (a) If the products are faulty or misdescribed;
  - (b) If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
  - (c) If you are exercising your right to change your mind within the cooling off period, only where we have expressly agreed in writing to pay those return costs
  - (d) In all other circumstances, you must pay the costs of return.
- 9.5. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.6. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.7. If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

- 9.8. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you.
  - (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## **10. OUR RIGHTS TO END THE CONTRACT**

- 10.1. We may end the contract for a product at any time by writing to you if:
- (a) You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  - (b) You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
  - (c) You do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- 10.2. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **11. IF THERE IS A PROBLEM WITH THE PRODUCT**

- 11.1. If you have any questions or complaints about the product, please contact us. You can telephone us at 07770 954 367 or write to us at [phyllierobertson@sidesaddles.co.uk](mailto:phyllierobertson@sidesaddles.co.uk) or Side Saddles, Chestertons, Burnt Hill, Yattendon, Reading, Berkshire, RG18 0XD.
- 11.2. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact us as above.

## **12. PRICE AND PAYMENT**

- 12.1. The price of the product will be the price set out in the Order or our acceptance of it. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.2 for what happens if we discover an error in the price of the product you order.
- 12.2. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.3. We accept payment by bank transfer unless we agree another payment method with you in writing. You must pay for the products before we dispatch them or before you collect them, unless we agree otherwise.
- 12.4. If you think an invoice is wrong please contact us promptly to let us know.
- 12.5. Where we agree to reserve, source, restore, alter, fit, advertise or otherwise provide work in relation to a product, we may require a deposit or staged payment. We will tell you before you commit whether any deposit is refundable and when any balance is due. Once bespoke, sourcing, advertising or service work has started, we may retain a reasonable amount to reflect work already carried out and costs already incurred.

- 12.6. If products are not collected or delivery cannot be completed within a reasonable time after we notify you that they are ready, we may charge reasonable storage, insurance and administration costs after giving you written notice.

### **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 13.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.
- 13.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.
- 13.3. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **14. ADVERTISING-ONLY SADDLE LISTINGS**

- 14.1. We offer an advertising-only service for customers who wish to advertise their own saddles or related equine equipment on our website and through our social media channels. In this section, the person asking us to advertise the saddle is the seller, and any person enquiring about or buying the saddle is the buyer.
- 14.2. For advertising-only saddles, we do not own, hold, inspect, fit, test, repair, restore, transport, insure or handle the saddle unless we expressly agree otherwise in writing. Our role is limited to preparing, hosting, sharing, promoting or otherwise drawing attention to the listing to help improve the chance of sale.
- 14.3. The seller is responsible for ensuring that all information, photographs, measurements, condition details, ownership details, price and any statements about suitability, history, repairs or defects are accurate, complete and not misleading. We may edit listing wording for clarity or presentation, but the seller remains responsible for the accuracy of the listing information provided to us.
- 14.4. Unless we expressly agree otherwise in writing, any contract for the sale of an advertising-only saddle is between the seller and the buyer directly. We are not a party to that sale contract and are not responsible for payment, transfer of ownership, delivery, collection, trial arrangements, returns, refunds, condition, safety, suitability, fit, insurance, loss, damage or disputes between the seller and buyer.
- 14.5. Buyers should satisfy themselves as to the condition, ownership, suitability, safety and fit of any advertising-only saddle before purchase and should obtain appropriate professional advice where needed. Sellers and buyers are responsible for agreeing between themselves any viewing, trial, payment, delivery, insurance, return or refund arrangements.
- 14.6. We do not guarantee that any advertising-only saddle will sell, that a buyer will be found, that enquiries will be genuine, or that social media promotion will produce a particular result. Any advertising fee or commission arrangement will be confirmed separately before the listing is published.

### **15. How we may use your personal information**

- 15.1. We will only use your personal information as set out in our privacy policy, which is available on request and, where applicable, on our website. We may use your information to process orders, provide services, arrange delivery or collection, respond to enquiries, manage complaints, and administer advertising-only saddle listings.
- 15.2. We will only give your personal information to third parties where the law either requires or allows us to do so, or where it is reasonably necessary to provide our products or services,

such as sharing delivery details with couriers, payment information with payment providers, or contact details between a seller and buyer for an advertising-only saddle listing where you have agreed to this.

## **16. Other important terms**

- 16.1. We may transfer our rights and obligations under these terms to another organisation.
- 16.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 16.6. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 16.7. If you have a complaint, please contact us first using the contact details in clause 2 so that we can try to resolve it. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it without you having to go to court. We will tell you if we are required or willing to use a particular alternative dispute resolution provider for your complaint.