

## TERMS & CONDITIONS

Deva Saddle Fitting & Deva Saddle Fitting & Flocking terms of business & conditions on which we supply products to you via goods, services or digital content.

### **1 Who we are:-**

- 1.1 Deva Saddle Fitting & Deva Saddle Fitting & Flocking are the trading names under which we operate.
- 1.2 You can contact us by emailing [info@devasaddlefitting.co.uk](mailto:info@devasaddlefitting.co.uk) or by calling us on 07905948194
- 1.3 How we may contact you – if we have to contact you we will do so by telephone, writing to you at the email address or postal address you provided to us in your order or via social media private messages

### **2 These Terms**

- 2.1 These are the terms and conditions on which we supply to you, whether these are goods, services or digital content. By accessing our website, social media platform, directly emailing, calling or texting us, you agree to be bound by these terms & conditions. You are only permitted to buy services from ourselves if you are eligible to enter a contract and are at least 18 years of age.
- 2.2 Please read these terms carefully before you submit your request to Deva Saddle Fitting & Deva Saddle fitting & Flocking. These terms tell you who we are and how we will provide a service/products to you.
- 2.3 Terms & conditions constitute the customers' acceptance of supply of services as outlined in our pricing policy.
- 2.2 By proceeding to book an appointment with Deva Saddle Fitting you are agreeing to these Terms and Conditions. If you disagree with any part of these terms and conditions, please do not proceed with an order/consultation. Nothing in these terms shall in any way be deemed to restrict or affect your statutory rights in accordance with the laws of England and Wales.

### **3. Price & Payment**

- 3.1 The price of our goods and/or services will be set out on our website. Our prices are subject to change at any time.
- 3.2 The prices for the Goods exclude delivery costs which where applicable will be added to the total amount due.
- 3.3 All appointments will be confirmed by in writing via text and/or email.
- 3.5 Should you wish to cancel your appointment:-
  - we require 48 hours notice prior to the appointment – no fee will be incurred.
  - If we receive a cancellation less than 48 hours prior to the confirmed appointment 50% of the consultation fee will be due.
  - Failure to attend your appointment will require 100% of the consultation fee to be paid.
  - Failure to pay will result in further action.
- 3.6 Deva Saddle Fitting & Deva Saddle Fitting & Flocking have a dedicated team of qualified Saddle fitting Specialists covering the North West of England & North Wales. Our standard consultation

& callout fee will depend on the area you are based and will need to be paid at the time of the fitting directly to the saddle fitter.

- 3.7 Consultation & call out charges are non-refundable. Our team charge a fee for their time and travel costs. By using Deva Saddle Fitting (& Flocking) you are agreeing to this. If you are unhappy with this – then please cancel your appointment within the specified timeframe to avoid any charges.
- 3.8 Additional Horses at the same location will be charged in addition to the callout fee.
- 3.9 New & Second-hand saddles, repairs and all goods received from Deva Saddle Fitting & Deva Saddle Fitting & Flocking must be paid for in full at the time of delivery or collection unless previously agreed with ourselves.
- 3.10 Deva Saddle Fitting & Deva Saddle Fitting & Flocking reserve title to goods until paid for in full.

#### **4 Return of Goods**

- 4.1 All saddles sold by Deva Saddle Fitting & Deva Saddle Fitting & Flocking are subject to a full refund 14 days from the date of purchase. This excludes any special ordered or made to measure saddles or items.
- 4.2 Items must be returned in the condition in which they were sold including tags, original packaging as they were sold.
- 4.3 Any items returned that are soiled, damaged in anyway will not be eligible for a refund.
- 4.4 For saddles that have been ridden on during this period the customer will incur a 10% deduction from original purchase price commensurate with use and at the discretion of Deva Saddle Fitting & Deva Saddle Fitting & Flocking. This will be deducted when calculating the refund value.
- 4.5 Special Order & custom saddles are non-returnable and non-refundable. A deposit will be taken at the time of order and this will be non-refundable if you cancel the order after 7 days from the date of order.
- 4.6 Cancellations of any orders must be received in writing via email to [info@devasaddlefitting.co.uk](mailto:info@devasaddlefitting.co.uk) within this seven day period to receive a refund. This will be issued less any callout fees/expenses incurred at time of order.
- 4.7 Faulty items will be returned to us for inspection and if required returned to the manufacturers. Please allow up to 28 days for replacement goods. Deva Saddle Fitting & Deva Saddle Fitting & Flocking must be informed of any dissatisfaction or damage to orders as soon as possible after discovery of the issue
- 4.8 These terms do not affect your statutory rights in any way.

#### **5 Saddle Fitting & Flocking Service**

- 5.1 As part of our service Deva Saddle fitting & Deva Saddle Fitting & Flocking provide second hand saddles. We do our best to ensure that saddles are accurately described and fitted and these saddles are affected by marks, fading, wear & tear. The size and description of used saddles is subjective and although assessed by a saddle fitter may vary to your opinion. We advise you do not purchase a saddle from ourselves if you are not prepared to accept variations on these factors.

- 5.2 All saddles are sold as seen. Acceptance of the saddle and payment received for the product is an automatic acceptance of our terms of business.
- 5.3 Deva Saddle Fitting & Deva Saddle Fitting & Flocking sells products in good faith and that they are sound and fit for purpose. We accept no responsibility for products found to be faulty outside of the trial period.
- 5.4 If you choose to purchase/use a different saddle on your horse or use a saddle not sold and/or consequently not been checked by ourselves prior to purchase we accept no responsibility for any subsequent issues which may arise. It is deemed and accepted that the purchaser has used their own discretion & judgement in making the purchase.
- 5.5 There is no obligation for you to buy a saddle from ourselves and there is no requirement for us to sell you one. All our second hand and new saddles come with a trial period of 14 days to enable you to evaluate the fit, comfort etc to ensure you make the right decision. Deva Saddle Fitting are a service to provide advice however the purchase of the saddle and the purpose of the trial period is to enable you to make your decision.
- 5.6 All goods are subject to availability and providing an item is in stock. Goods ordered will be delivered within a reasonable time of the order being placed. We will endeavour to inform you should there be any delays. All parcels will need to be signed for. Delivery prices can change from time to time. 7 Days notice of change to postage charges will be posted on the Deva Saddle Website.
- 5.7 In respect of saddles sold and fitted by Deva Saddle Fitting the following shall apply:-
- In the case of any issue relating to the fit or fitting occurring within 30 days of purchase, the saddle fitting shall be reassessed free of charge.
  - If it is deemed that the original fitting was incorrect (not as a result of subsequent use of the saddle or change in shape or condition of the horse or pony as a result of feed, training, age, change of regime, premises where the horse is kept etc) then the saddle will be refitted free of charge or a replacement saddle sourced (subject to any refund or additional payment in respect of the difference in the purchase price of each saddle) or the purchase price will be refunded in full.
- 5.8 Deva ensure that they very best has been done to fit the saddle to your horse. With regards to the flocking service, please be aware that the flocking on your new saddle will require time to settle. This is known as the 'bedding in period'. During this time the saddle is moulding to the horses back and it is important that you take care to ensure that you and the saddle are balanced centrally. The flocking will settle down naturally and may require a further rebalancing.
- 5.9 The time of year, age of the horse, training method, veterinary status, rehabilitation, involvement of trainer and other equine practitioners, environment, nutrition, medication can be of substantial influence to the day to day wellbeing of your horse under saddle and can influence the bedding in and balancing of the flocking over time. If within 30 days you are dissatisfied, we will return free of charge to make any necessary adjustments. No refund will be given as the cost covers the time and goods used to complete the initial flock. We advise that you have your saddle checked periodically and no less than twice a year.

- 5.10 Please note that if you fail to observe the recommendation and advise given at the time of the original saddle sale/reflocking of the saddle, we cannot be held responsible for any issues which consequently arise concerning injuries or issues to the horse, saddle, rider or third parties.

## **6 Damaged or missing items in delivery**

- 6.1 Please ensure that upon receipt of items that they are checked fully. Any missing or damaged items must be reported by email to us within 3 working days otherwise claims cannot be considered.

## **7 How we may use your Personal Information**

- 7.1 We will use the personal information you provide to us:-
- a) to supply the products to you
  - b) to process your payments for the products; and
  - c) if you agreed to this during the order process, to give you information about similar products that we provide or follow up emails, you may stop receiving this at any time by contacting us.
- 7.2 We will only give your personal information to third parties where the law either requires or allows us to do so or where you have asked us to provide your details to saddlers or our chosen suppliers to provide you with goods/items you have purchase via ourselves.