

Terms and Conditions

Please read these terms carefully, and print and keep a copy of them for your reference.

These terms and conditions should be read in conjunction with our website policy and privacy policy.

1 About us.

This website, www.oaksidesaddlery.co.uk, is owned and operated by;

Simon Harrison,

Oakside Saddlery,

67 Windmill Rise,

Minster,

Kent,

ME12 3QA

If you wish to contact us please email;

oaksidesaddlery@gmail.com

or telephone 07976892950

2 Making a contract with us.

- 2.1 When you place an order with us you are making an offer to buy goods. We will send you an email to confirm that we have received your order.
- 2.2 Once we have checked the price we will email you again to confirm that we accept your order, and that a contract has been made between us. We will not take payment at this time.
- 2.3 In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will not receive an email confirming acceptance of your order, and there will be no contract between us.
- 2.4 On completion of your order, which may take 6-8 weeks, we will send you an invoice by email. Once this invoice has been paid, and the funds cleared your order will then be sent to you.

3 How to place an order

- 3.1 Orders can only be placed in English.
- 3.2 Orders can be placed by completing the various forms on this website, or by email, detailing your requirements.
- 3.3 Your order is only placed with Oakside Saddlery and no third parties are used.
- 3.4 All of our products are handmade to order and made to measure - that is the item you order will be individually hand made from scratch to your specific requirements by Oakside Saddlery. The waiting list is approximately 6-8 weeks from the date of order, however this may be more or less.
- 3.5 Handmade items vary, and it must be accepted by the customer that no two of a

kind will ever be identical. Also, colours may vary slightly from the website.

3.6 Payment is taken using Paypal

4 Delivery

4.1 Once payment has been cleared your order will be despatched within 24 hours using Royal Mail.

4.2 Delivery charges vary depending on the item ordered and will be stated when you place your order.

4.3 If goods are not received within 7 days from date of payment and you have not been advised of any delay to delivery, you should contact us by e-mail. We will obtain proof of posting from Royal Mail at the point of despatch. It is the customer's responsibility to pursue any losses with Royal Mail although we will assist in this process as much as possible.

4.4 Should we be delayed in or prevented from making despatch of the goods due to war, government or parliamentary restrictions, strike, lock-outs, fire, flood, explosions, labour disturbances, trade disputes, damage to or destruction of the goods, breakdown of machinery, shortages of labour or raw materials or act of God or due to any other cause whatsoever beyond the reasonable control of Oakside Saddlery, we shall be at liberty to cancel or suspend the order placed by the customer without incurring any liability for any loss or damage arising as a result.

4.5 No claim for damage in transit, shortage of delivery, faulty or loss of goods will be entertained by us unless the customer shall have given to us notice of such damage, shortage or loss with reasonable particulars within 3 working days of receipt of the goods.

4.6 The risk in respect of the goods shall pass to the customer at the time of delivery.

5 Cancellation and Returns

5.1 This policy does not apply to the following goods, which are exempt from the right to cancel;

5.1.1 All handmade items made to the customers specifications and measurements which do not fit due to incorrect measurements given by the customer.

5.2 You can cancel your contract at up to 7 working days after the day of delivery. To do this please email or write to us.

5.3 You do not have to give a reason for cancellation. However a brief explanation will help us improve the service we offer to customers in the future.

5.4 If you cancel, you must return the goods to us at your own expense. You must ensure that the goods are packaged adequately to protect against damage.

5.5 If you fail to return the goods, we will collect them, and we will charge you the direct cost of collection. If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, we will charge you for the reduction in value.

5.6 This cancellation policy does not affect your legal rights – for example, if the goods are faulty or miss-described.

6 Faulty Goods

6.1 If there is a problem with the goods, please contact us. We will deal with the

matter in accordance with your legal rights.

- 6.2 The customer shall not be entitled to make any claim against the Company for consequential loss arising out of such damage, shortage or loss as aforesaid.

7 Repairs

- 7.1 The company can not be held liable for any loss of items due to non receipt of the goods.
- 7.2 Repairs and alterations are made at the customers request. The company can not be held responsible for any damage caused during the repair.
- 7.3 All items being sent for repair or alteration should be clean.
- 7.4 Oakside Saddlery will contact you within 3 days on receipt of the items with an estimate and advice on the repair or alteration.
- 7.5 Items sent for repair or alteration must be paid for before the goods will be returned.
- 7.6 Non payment of items sent for repair, alteration, or service that have not been paid for in full within six months of completion may be sold on to recuperate costs incurred by the company.

8 Clipper Service

- 8.1 All Portable Appliance Testing (pat) testing work will be carried out according to the Institute of Electrical Engineers (IEE) Code of Practice for In-Service Inspection and Testing of Electrical Equipment. Because the IEE code of practice for In-Service Inspection and Testing of Electrical Equipment does not deal with the legislation relating to the supply of equipment whether new or second-hand, to a third party by way of sale or other method Oakside Saddlery will not test any equipment which is intended for supply to a third party.
- 8.2 Any equipment made available for supply at any time after being tested by Oakside Saddlery will null and void the test results.
- 8.3 Any previous records of tests to be made available if possible, to Oakside Saddlery before testing begins.
- 8.4 Oakside Saddlery accepts no liability for injury, loss or damage for appliances that are found to be faulty before or after pat testing.
- 8.5 No liability is accepted for loss of data or business information, business interruption, losses to business related services or loss to business profits.
- 8.6 All pat testing is carried out solely at the appliance owner's risk.
- 8.7 Oakside Saddlery can not accept any liability for any faults that develop once the clippers have been used. It should be noted that the clippers will accumulate hair after just one clip.

9 Force Majeure

- 9.1 Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been

reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

10 Changes to these terms.

10.1 These terms were last changed on 28/11/12. Previous version of our standard terms and conditions can be viewed on our website; www.oaksidesaddlery.co.uk

10.2 These terms apply to your order. We may change our terms and conditions at any time, so please do not assume that the same terms will apply to future orders.