

Suggested terms and conditions for SMS members to use:

Terms & Conditions

Please read all these terms and conditions (and separate Privacy Policy)

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. *If you are not sure about anything, just contact us on pegasosaddlery@outlook.com Phone: 07843 810 782.*

Your Statutory Rights are not affected by any of the following Terms and Conditions.

Application

1. These Terms and Conditions will apply to the purchases of the services and goods by you, the Customer.
2. *These are the terms on which we sell all Services to you. By ordering any of the Services or goods, you agree to be bound by these Terms and Conditions and Privacy Policy.*

Interpretation

3. *Consumer* means an individual acting for the purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. *Contract* means the legally-binding agreement between you and us for the supply of Services;
5. *Delivery Location* means the Supplier's premises or other location where the Services are to be

supplied, as set out in the Order;

6. *Goods* means any goods that we supply to you with the Services, of the number and description as set out in the Order;
7. *Order* means the Customer's order for the services from the Supplier as set out;
8. *Service* means the service, including any Goods, of the number and description set out in the Order.

Services

9. The description of the Services and any Goods is set out on our website.
10. In the case of Services and any Goods made to your special requirements (bespoke/made to measure), it is your responsibility to ensure that any information or specification you provide is accurate.
11. All Services are subject to availability.
12. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes if a contract has already been entered into.

Customer responsibilities

13. You must co-operate with us in all matters relating to the Service.
14. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our

request, we can terminate the Contract with immediate effect on written notice to you.

Basis of Sale

15. *The description of the Service and any Goods on our website does not constitute contractual offer to sell the Service or Goods.*
16. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
17. A Contract will be formed for the Services ordered only upon the Supplier's delivery to the Customer.
18. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 3 months from its date, unless we expressly withdraw it at an earlier time.
19. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
20. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Suppliers business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you have different rights under The Consumer Rights Act 2015, giving you cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis, or in the case of moveable retail premises,

on a usual basis.

21. In accordance with the Consumer Rights Act 2015, you have a fourteen day 'cooling off' period for all orders placed away from the Business premises, with the exception of bespoke/made to template items which are exempt.

Fees and Payments

22. The Fees for the Services, the price of any Goods (if not included in the Fees) and any additional delivery/travel or other charges is that set out in our price list current at the date of the Order or such other prices as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
23. Fees and charges include VAT at the applicable rate at the time of the Order/are Non-VAT applicable.
24. Payment for Services must be made, You may pay in [cash, cheque, card, internet transfer, Paypal or other payment services] with your Order and we can take the payment in [part/full] immediately or otherwise before delivery of the Services.

Delivery

25. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement (saddles ordered in are delivered by agreement as per issued 'Notice of Right to Cancel Contract');
 - in the case of Services and bespoke/made to measure Goods, within a reasonable time; and
 - in the case of other Goods, without undue delay and, in any event, not more than 30 calendar days from the day on which the Contract is entered into.

26. In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.

27. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:

- we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
- after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

28. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

29. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract

for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them or allow us to collect them from you.

30. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

31. We [do/do not generally] deliver to addresses outside England, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
32. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
33. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
34. The goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

35. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
36. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal

37. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability. Except in the case of bespoke/made to measure Goods where you have no right to withdraw once the Goods are in production.

Conformity

38. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

39. Upon delivery, the Goods will:

- be of satisfactory quality;
- be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgement) and be fit for any purpose held out by us or set out in the Contract; and
- conform to their description.

40. It is not failure to conform if the failure has its origin in your materials.

41. We will supply the Services with reasonable skill and care.

42. In relation to the Services, anything we say or write to you, or anything someone says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

43. The Contract continues as long as it takes us to perform the Services.

44. Either you or we may terminate the Contract or suspend the Services at any time by a written

notice of termination or suspension to the other if that other:

- commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
- is subject to any step towards its bankruptcy or liquidation.

45. On termination of the Contract for any reason, any of our respective remaining rights and liabilities

will not be affected.

Successors and our sub-contractors

46. Either party can transfer the benefits of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub- contractors who it chooses to help preform its duties.

Circumstances beyond the control of either party

47. In the event of any failure by a party because of something beyond its reasonable control:

- the party will advise the other party as soon as reasonably practicable; and
- the party's obligations will be suspended so far as is reasonable, provided that the party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

Excluding liability

48. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer – because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing Law, jurisdiction and complaints

49. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

50. Disputes can be submitted to the jurisdiction of the courts of England and Wales, where the Customer lives in Scotland or Northern Ireland, in the courts respectively Scotland or Northern Ireland.

51. We try to avoid dispute, so we deal with complaints as follows email pegasosaddlery@outlook.com and we will process your complaint and come back with a solution both parties are satisfied with.

52. If a dispute cannot be resolved by Pegaso Saddlery then complaints can be made to the Society of Master Saddlers (SMS), using the following procedure:

- put your complaint in writing to the SMS setting out the details of your complaint (including the name of the member in question, brief details of the issue, if saddle fitting related then when the saddle was fitted or if regarding poor workmanship then the date the item was supplied);
- including copies of all your correspondence which has passed between yourself and the SMS member;

- where a second opinion has been sought on workmanship or saddle fitting this must have been carried out under the guidelines of the SMS's Code of Practice and only by a fully qualified and registered SMS member;
- the SMS is unable to assist or continue to assist in a complaint where the complainant has posted comments or photos/videos relating to the matter on social media such as Facebook and Twitter.
- Once the complaint has been received the SMS will contact the member concerned and ask them for their comment on the matter.
- All correspondence will then be considered by the Liaison Officer and Chief Executive and appropriate action taken/recommendations made.

53. For full information on the SMS's complaints procedure please view:

www.mastersaddlers.co.uk/complaint