

TERMS AND CONDITIONS OF THE SALE relating to used, ex-demo, or discontinued BALANCE SADDLES
The BALANCE Saddle Company Ltd. T/A BALANCE

INTERPRETATION

BALANCE:	means The BALANCE Saddle Company Ltd t/a BALANCE whose registered office is at Wardens Farm, Padbury, MK18 2BW, UK
USOA:	the 'Used Saddle Order Application' form completed by potential Clients to buy the used saddle from BALANCE
Order Confirmation:	the written confirmation of order or invoice or acknowledgement or other written document confirming BALANCE's acceptance of the Clients Order for the Saddle
Contract:	the contract or contracts for the supply of Saddle under the terms set out below
Client:	the person, firm or company that purchases the Saddle from BALANCE and who is named in the USOA and Order Confirmation email
Delivery:	delivery of the saddle.
Delivery Point:	the place where the package is to be delivered as set out in the Order Application Form
Saddle:	means a saddle, advertised by BALANCE in the Used Saddle area of its website.

1 CONTRACT

- 1.1 These conditions will apply and be incorporated into the Contract. They will override terms that you ("the Client") may have sent or may send to BALANCE or any written correspondence or verbal communication including any advice or recommendation made before BALANCE accepts the order. BALANCE will not accept any changes to these terms other than those specifically agreed and confirmed in writing.
- 1.2 The saddle is described in detail on its page on the Used Saddle area of the BALANCE website.
- 1.3 A document called an USOA (used saddle order application) can also be found on the webpage relating to the saddle for sale. This must be downloaded, printed out, completed and signed by the Client along with any accompanying forms relating to the specific saddle. The USOA document will need to be sent to BALANCE by mail, or by e-mail. If sent by email, it must be via a scanned or photographed image and attached to an email as a jpg or pdf file. The document must have the full signature of the person who is buying (paying for) the saddle, which confirms acceptance of these Terms. . Electronic Signatures are not currently accepted.
- 1.4 Upon receipt of the **USOA**, BALANCE will acknowledge its receipt by email and ask for the full, advertised, value of the saddle, plus any VAT applicable if the saddle is to be delivered to and address in the UK, plus relevant shipping charges for your country and area. BALANCE always uses a fully insured and tracked courier service.
- 1.5 Payment for used BALANCE saddles needs to be made by **Bank Transfer** only, to the account details provided. BALANCE.
- 1.6 Once the Payment is received, the Order will be officially confirmed by email and arrangements made to ship the saddle to the delivery address provided. At this point a Client will only be entitled to cancel an Order in accordance with Clause 4 below.
- 1.7 BALANCE may refuse to accept an Order Application Form at its complete discretion.

2 DESCRIPTION

- 2.1 The description of the saddle shall be as laid out in advert. All descriptive matter, specification and images provided by BALANCE are for the sole purpose of helping the Client to assess whether they are interested in buying the saddle. They do not form part of the Contract.

3 QUALITY

- 3.1 Since BALANCE is not the manufacturer of the saddle, it cannot offer any direct manufacturer guarantees, but will use its reasonable endeavors to transfer the benefit of any remaining manufacturer's guarantee given to BALANCE to the Client.
- 3.2 BALANCE confirms that the 'Used Saddles' it advertises on its website, are:
 - of satisfactory quality within the meaning of the Sale of Saddle Act 1979;
 - be reasonably fit for use as a saddle or saddle system.
 - be as described in the **Saddle Advert**.

4 DELIVERY

- 4.1 BALANCE will confirm by email, when the saddle is ready to be dispatched. The saddle will not be dispatched until BALANCE has received the full price of the saddle, plus VAT if it is to be delivered within the UK, plus all charges relating to its delivery.
- 4.2 Unless otherwise agreed in writing by BALANCE Delivery of the saddle shall take place at the Delivery address stipulated by the Client in the **OSOA**.
- 4.3 Client will be provided with courier details as necessary, in order to enable Client to track the progress. Client will be responsible for the payment of all applicable taxes, import duties and security checks that may arise as may be advised by either BALANCE or the courier company.
- 4.4 BALANCE shall not be liable for any **non-delivery** of the saddle (*even if caused by the negligence of BALANCE*) **unless the Client gives written notice to BALANCE of the non-delivery within 24 hrs. of the date when the saddle would in the ordinary course have been received.** After this 24hr period, it becomes almost impossible to make a claim against the couriers for any loss or damage!

5 CANCELLATION

- 5.1 Should a Client decide not to take delivery of the Saddle set out in the Order Application Form, after payment has arrived in the BALANCE bank account but prior to dispatch, then upon receipt of written notification of Client's request to cancel the Order, BALANCE will cancel the order and refund the payment, subject to the deduction of a 5% Cancellation Administration Fee to cover charges and admin. related to the refund.

6 RETURNS

- 6.1 Saddles bought through the Used Saddle area of the BALANCE website are not eligible for return unless they are returned within ten days of delivery and in the same condition as when dispatched.
- 6.2 Responsibility for the recovery of any import Tax lies with the Client and is not the responsibility of BALANCE
If the saddle is returned clean and the same condition as when it was dispatched to the client, it will be returned to our stock and BALANCE will refund the Client, less a 10% charge to cover admin, and charges related to the return and the refund.
- 6.3 If the saddle is not returned to the BALANCE office within the ten-day window, the option to return it is revoked and will only be considered in the case of a proven manufacturing fault which is reported within any period of manufacturers guarantee that might still be relevant, depending on the age of the saddle. as stated on the **Saddle Description**. Any alleged 'fault' must be reported in writing, within the time-period and the saddle will need to be returned to the BALANCE office for inspection, accompanied by a report on the alleged 'fault' written by the Client in order to be assessed. Please be aware that all BALANCE saddles go through a thorough quality control checks and therefore, it is very rare for them to have manufacturing defects. Any costs relating to the return of the Saddle must be borne by the client.

Please note: Changes to the saddle once in use, such as uneven compression of panels or distortion of the tree, the seat or panels, will not be accepted as a 'fault' under these terms. These issues arise from uneven patterns of movement and loading between the horse and rider, which neither the manufacturer nor BALANCE has any control over.

7 PRICE OF THE SADDLE

The price for the Saddle shall be as shown in the advert for the saddle. **The price advertised is exclusive of tax.** VAT at the current rate will have to be added if the saddle is to be delivered to an address within the UK.

8 PAYMENT

- 8.1 Payment of the price for the Saddle is due in British Pounds sterling, and made to the BALANCE bank account in the UK.
- 8.2 The full purchase price will be due for payment in cleared funds in full before the Saddle are dispatched.

- 9 These sales terms form a Contract that will be governed by English Law and will come under the exclusive jurisdiction of the English Court.

IMPORTANT NOTE: BALANCE MAKES NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS OF A SADDLE FOR A PARTICULAR PURPOSE.

This clause is in no way limits a consumer's statutory rights.