

HENRY JAMES

- SADDLERY -

Terms and Conditions for Sale of Goods

Agreement	means the agreement by us and you in respect of the Goods;
Business Day	means a day other than Saturday, Sunday and public holidays when banks generally are open for business in the City of London;
Cancellation Form	means the cancellation form used to cancel an Order in accordance with clause 3;
Delivery Location	means the address specified by you in the Order;
Force Majeure	has the meaning set out in clause 9;
Goods	means the Goods specified in the Order;
Order	means your order for the Goods;
Warranty Period	means the period referred to in clause 5.1;
We/Us	means Henry James Saddles LTD trading as Henry James Saddlery Registered office: Unit C, Howle Manor Business Park Howle Shropshire TF10 8AY Tel: +44(0)1952 482009 hello@henryjames Saddlery.co.uk
Website	means www.henryjames Saddlery.co.uk ;
You	means the customer placing the Order.

1 TERMS

- 1.1 When placing an Order you agree to be bound by these Terms and Conditions.
- 1.2 You place an order on our Website by selecting the Goods, adding the Goods to your cart and proceeding to pay for the Goods.
- 1.3 Please read and carefully check your Order before submitting it.

- 1.4 We will acknowledge receipt of your Order via email. This acknowledgement does not mean that we have accepted your Order.
- 1.5 We reserve the right to refuse to accept an Order.
- 1.6 We will accept your Order via an email confirming your Order which provides that we will dispatch the Goods to you ("**Confirmation Email**").
- 1.7 These Terms and Conditions will apply to the sale of the Goods by us to you. All other terms, including any which you seek to incorporate, or are implied by course of dealing or by custom or practice will not apply.

2 PRICE AND PAYMENT

- 2.1 The price for the Goods will be as set out on our Website and in the Order and may include additional delivery costs.
- 2.2 The price is payable in full when placing the Order on the Website including any VAT. Should such payment not be received the Goods shall not be delivered.

3 CANCELLATION

- 3.1 You have the right to cancel your Order within 28 days starting the day after the goods are delivered.
- 3.2 To exercise your right to cancel you must inform us of your decision to cancel your Order by downloading and completing our Cancellation Form within 14 days and sending this to hello@henryjamessaddlery.co.uk.
- 3.3 If you cancel your Order we will reimburse to you the cost of the Goods (excluding delivery costs) received from you within either 14 days after the day we have received any Goods back from you or if no Goods were delivered, within 14 days after the date on which we received your Cancellation Form.
- 3.4 We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise.
- 3.5 If you have received the Goods you are to send the Goods back to us at Henry James Saddlery, Unit C, Howle Manor Business Park, Howle, Shropshire, TF10 8AY without undue delay and in any event not later than 14 days from the date on which you submitted your Cancellation Form to us. You shall bear the cost of returning the Goods.
- 3.6 The Cancellation Form cannot be used to cancel an Order after the cancellation period of 14 days has expired. If you wish to cancel an Order after this period please contact us at hello@henryjamessaddlery.co.uk. We reserve the right to refuse to cancel an Order after the cancellation period of 14 days has expired.
- 3.7 You shall not be able to return any Goods which are bespoke and have been produced especially for the Customer.

4 TITLE AND RISK

- 4.1 Risk in the Goods will pass to you on delivery of the Goods under clause 5.
- 4.2 Title to the Goods will pass to you once we have received payment in full for the Goods. We retain ownership of the Goods until payment for the Goods has been received in full.

5 DELIVERY

- 5.1 The Goods will be delivered to the Delivery Location, which for the avoidance of doubt must be a residential address if you are an individual or a business address if you are a company, on the date specified in the Confirmation Email.
- 5.2 The Goods will be deemed delivered on arrival of the Goods at the Delivery Location.
- 5.3 Delivery of the Goods will be accompanied by a delivery note stating:
 - 5.3.1 the date of the Order;
 - 5.3.2 the product numbers and type and quantity of Goods in the consignment;
 - 5.3.3 any special handling and other instructions; and

- 5.3.4 whether any packaging material is to be returned (in which case you will, at our option, return them to us or make them available for collection by us at a time specified by the latter, in either case at our expense).
- 5.4 Whilst we will use reasonable endeavours to meet delivery dates, such dates are approximate only and time for delivery is not of the essence.
- 5.5 We will not be liable for any delay in or failure of delivery caused by your failure to make the Delivery Location available for access or in a Force Majeure event.

6 QUALITY

- 6.1 We warrant that, for a period of 12 months from delivery (the **Warranty Period**), the Goods will comply with the Consumer Rights Act 2015 in that they will:
 - 6.1.1 conform in all material respects to their description and to any specification specified in the Order;
 - 6.1.2 be free from material defects in design, material and workmanship;
 - 6.1.3 be of satisfactory quality; and
 - 6.1.4 be fit for the purpose for which it has been bought.
- 6.2 We will, at our sole discretion, repair, replace or refund the price of any defective Goods, provided that:
 - 6.2.1 you inform us in writing within 5 Business Days of discovery that some or all Goods do not comply with clause 6.1 and immediately cease using the goods.
 - 6.2.2 you give us a reasonable opportunity to examine the defective Goods; and
 - 6.2.3 you return the defective products to us at your own expense, such cost to be refunded once we have had the opportunity to examine and determine that the Goods are defective.

This does not affect your rights under clause 3.

- 6.3 We will not be liable for any failure of the Goods to comply with clause 6.1 where such failure arises by reason of fair wear and tear or the normal use of the Goods, or wilful damage, negligence, or abnormal working conditions or to the extent caused by your failure to comply with our instructions as to storage, use or maintenance of the Goods (where such instructions are provided by us).
- 6.4 We will also not be liable for any failure of the Goods where you repair or alter any Goods without our prior written agreement; or where you use any Goods after notifying us that it does not comply with clause 6.1.
- 6.5 Except as set out in this clause 6, we give no warranty in relation to the Goods and will be under no liability for their failure to comply with the warranty in clause 6.1.

7 YOUR OBLIGATIONS

By placing an Order you agree to place all orders on the terms of this Agreement and ensure that their contents are complete and accurate and co-operate fully with us in relation to delivery of the Goods.

8 LIABILITY

- 8.1 Subject to clause 8.2, the extent of our liability shall be limited to the actual amount received by us from you in respect of the Goods.
- 8.2 We do not exclude our liability:
 - 8.2.1 for death or personal injury caused by its negligence;
 - 8.2.2 for fraud or fraudulent misrepresentation; or
 - 8.2.3 any matter which we are not able to legally exclude.

9 FORCE MAJEURE

- 9.1 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder. Inability to pay is not Force Majeure.

- 9.2 We will not be liable if delayed or prevented from performing our obligations due to Force Majeure provided that we promptly notify you of the Force Majeure event and its expected duration.
- 9.3 If we are unable to perform our obligations within 15 days of the notification of the Force Majeure Event to you, you will be entitled to cancel your Order by providing written confirmation to us within 10 days of the notice referred to in clause 9.2.

10 **DISPUTES**

- 10.1 We shall use our reasonable endeavours to resolve any disputes with you quickly and efficiently.
- 10.2 Please contact us as soon as possible at hello@henryjamesaddlery.co.uk if you are unhappy with the Goods, our services or any other matter.

11 **VALIDITY**

If any part of these Terms and Conditions are deemed unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

12 **RIGHTS OF THIRD PARTIES**

For the purposes of the Contracts (Rights of Third Parties) Act 1999, any agreement between us will not confer on any person, who is not a party to it any right to enforce its provisions.

13 **DISPUTES**

This contract shall be governed and construed by the law of England and Wales and you and we both agree to submit to the jurisdiction of the courts of England and Wales.

14 **SEVERANCE**

If any of these terms are held to be invalid, unlawful or unenforceable then the remaining provisions shall remain in force.

15 **VARIATION**

- 15.1 No changes to these Terms and Conditions shall be valid unless agreed by us in writing.
- 15.2 We reserve the right to vary these Terms and Conditions from time to time.

16 **PERSONAL DATA**

- 16.1 We may collect personal information about you when you register with us or purchase Goods from us.
- 16.2 You agree that we may hold personal data to enable us to process your Order and for marketing purposes.
- 16.3 We agree not to share your personal data with any un-related third party and will use our reasonable endeavours to ensure that personal data is kept confidential in accordance with any relevant data protection legislation.
- 16.4 You have the right to withdraw your consent to us holding your personal data at any time by contacting us at hello@henryjamesaddlery.co.uk.

GOVERNING LAW AND JURISDICTION

- 17 Any dispute or claim arising out of or in connection with these Terms and Conditions, their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 17.1

- 17.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with these Terms and Conditions, their subject matter or formation.

