

Terms and Conditions

The terms and conditions below are applicable to every appointment or site visit.

A) Saddle Fitting & Bodywork Appointments Terms

R & R Equine prides itself in working with equine welfare at the forefront of all advice. Ongoing Continual Professional Development to maintain up to date knowledge and working alongside your team of professionals is key to ensuring the very best outcome for a new saddle.

Joely Higgins, owner of R & R Equine is a Trainee Society of Master Saddlers Member, working towards Qualification. Joely is also a therapeutics specialist, aligning the body through soft tissue manipulation, postural balancing and other holistic modalities. Joely also holds a farriery education through Michigan State University. Though she no longer practices, her in depth education for the equine body and its connections allow her to provide a completely comprehensive evaluation of each horse.

Appointment fees are payable for every consultation, regardless of whether a saddle is ordered. The fee covers our time and advice - as with any profession. Much investment has gone into the qualifications and ongoing CPD to ensure the advice given is as up to date as possible.

1. Appointment Rules & Regulations

R & R Equine should expect a SAFE and clean environment to render services to the client. Please refrain from having young children at your appointments. If children are present, absolutely NO running around the horse or in the same area as the horse receiving fitting services or treatment. This is to ensure the safety of both professional and client.

Horses should be in good health and any known illness, injury or medication be disclosed to R & R Equine prior to your appointment.

Saddle Fitting:

- **Horses should have an adequately muscled topline in order to be properly fitted.** Please be aware, if your horse does not present with adequate topline I may not be able to proceed with your fitting. Service fees will still be applicable.
- **Horses should NOT be lame or injured** in a way that hinders their ability to be ridden or evaluated comfortably.
- **Shod horses should NOT be missing shoes** at the time of appointment.
- **The main rider of the horse must be present** for the dynamic portion of the evaluation.
- Riders should be appropriately dressed to ride (pants, closed toe shoes, helmet etc...)

Horses should be groomed and ready for services at the start of appointment time. Horses should be free of urine, fecal matter and mud. Horses should be secured in a calm, comfortable location. If possible avoid scheduling appointments during feeding. If your horse is presenting with unsafe behavior, R & R Equine holds the right to end the services early to protect both professional and client safety. The full payment will still be expected.

It is at R & R Equines discretion to reschedule due to extreme weather conditions for safety of both client and professional. Temperatures under 15 degrees fahrenheit in a **closed** environment may be subject to rescheduling. Temperatures 20 degrees fahrenheit in an **open** environment are also subject to rescheduling. There will be no associated fees, if I render the weather unsafe for our scheduled appointment.

New clients must fill out an appropriate intake form prior to first appointment as well as our release and liability form. Forms are filled out via “Jot Form”. The link will be provided to you at time of scheduling. They can also be found on our website at Releaseandreliefequine.com under “forms”.

During your appointment, R & R Equine may recommend additional services not included in the original estimated price. The client owns the right to decline the recommended services, but understands in doing so they forfeit potential benefits from those services.

2. Payment

All visits and saddle assessments are chargeable and must be paid in full at time of visit or prior to if applicable. Adjustments, alterations, modifications and small repairs may be suggested at the time of your visit and are an additional cost. R & R Equine will do their best to give you an accurate quote prior to your appointment - however quotes are subject to change, dependent on services rendered at time of appointment.

Certain appointments such as Saddle Fit Evaluations, Saddle Measurements, Saddle Trial and 30 Hour Fit Checks require a \$50 non-refundable deposit to schedule. Payments can be made via venmo or paypal at time of scheduling. The deposit will be deducted from the remainder due at the time of appointment.

3. Appointment Changes & Cancellations

As we have limited scheduling, please notify us of any changes as soon as possible. We kindly ask you to give us 72 hours notice, however we understand horses can be unpredictable. We strongly encourage communications as early as possible, to allow for swift resolution.

Cancellation notifications must be received prior to 24 hours before the scheduled appointment. Appointments cancelled within 24 hours of scheduled appointment are subject to a \$50 cancellation fee or loss of original deposit.

Appointments forfeited without communication or notice (no call no show) will result in a fee equal to the **FULL AMOUNT** of the scheduled services.

Repeat cancellations can risk the chance of being eligible to receive future services from R & R Equine. Repeat cancellations may require the full amount to be paid prior to the scheduled appointment. The amount will **NOT** be refundable, upon another cancellation.

4. Late Policy

Arrival past scheduled start time will result in a loss of time from your equines scheduled session. Arrival past 15 minutes of your scheduled start time without notice may be subject to cancellation with full payment of scheduled service expected.

5. Existing Medical Conditions & Veterinary Disclaimer

It is the responsibility of the client to keep R & R Equine informed of any medical treatment, current medications, or changes in the animal's health condition. If necessary, the client may be asked to obtain written permission from the veterinarian, or other health professionals that our services are safe to continue.

Bodywork or any soft tissue manipulation should not be scheduled within 3 days of routine vaccinations. Please check with your veterinarian regarding all other injections and proper wait time protocols.

Bodywork is not, nor intended to be, a substitute for veterinary medicine. It is a complementary form of health care. The owner is advised to consult a veterinarian prior to the animal receiving services with any medical concerns or questions and/or to verify with the veterinarian that services are appropriate for the specific animal in question.

R & R Equine is NOT a veterinarian and cannot diagnose nor treat any illness or diseases. R & R Equine may recommend following up with an associated professional (veterinarian, chiropractor, dentist etc...) depending on findings during a bodywork or saddle fitting service.

6. Liability Disclaminer

Working with any animal involves inherent risk. The owner shall agree to not hold R & R Equine, any of her students or employees responsible for any injury or condition that may occur to their animal.

I hereby acknowledge and agree, on behalf of myself and on behalf of my spouse and heirs, to indemnify and save and hold harmless Releasees, and each of them, from any loss, liability, damage, or cost that they, or any of the agent or contractor of Releasees resulting from my participation in personal or online instruction and training.

I further release and discharge, on behalf of myself and on behalf of my spouse, Releasees from all liability to Releasors for injury, death or damage resulting from my participation in personal or online instruction and training as a result of the negligence, or deliberate act, of any other party or parties in attendance.

I expressly acknowledge and agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the land, region, state or country, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Further, I fully understand that by signing this document I agree to release all claims, demands and causes of action, including court costs and attorney's fees, directly arising from any action or other proceeding brought by, or prosecuted for, my benefit contrary to this release, extended to all claims of every kind and nature whatsoever whether known or unknown.

R & R Equine reserves the right to stop an appointment at any time if they feel their or the horse's safety is in question &/or if the horse is not responding appropriately to the treatment.

☐ I agree to hereby Terms & Conditions

Date: _____

Name: _____

Signature: _____

B) Fitting & Flocking Adjustments

1. Fitting Recurrency

Customer understands saddle flocking and the horses confirmation can change quickly and additional adjustments may be required. **It is recommended to have your saddle checked every 6 months**, however some horses such as: young horses, horses going through rehab, horses in intense training programs, horses that fluctuate in weight frequently, etc... may need appointments every 3-4 months. It is the responsibility of the owner to schedule these routine fittings. The customer will be responsible for additional appointment fees should the fit need adjusted.

Pads and shims may be necessary especially in the case of a remedial fit. This will be discussed at the time of fitting.

The horse's clinical history should be disclosed, as some conditions (such as lameness) can affect saddle fit.

It is the client's responsibility to maintain their saddle and schedule regular saddle fitting appointments when necessary. This includes but is not limited to, when a horse changes workload,

environment, diet, experiences any lameness or suffers any illness. Many factors can affect the fit of the saddle so regular monitoring of the horse's weight, soundness and condition is essential for optimum, long term fit.

2. Ethical Adjustments

If your saddle is deemed not a good fit, R & R Equine reserves the right to decline flocking adjustments.

Saddles deemed to be good fits, but need small adjustments shall be made on-site at the time of your saddle fitting appointment.

Please note if a saddle is evaluated and poses a safety risk due to, but not limited to: A broken tree, missing rivets, sharps or nails sticking out of the saddle, dry rotted leather, age, design faults etc...***that are not eligible for repair***, the billets will be cut at the time of evaluation to ensure the saddle does not get used again. Removing the billets shall not damage the goods in the case of repurposing, but does prevent further usage. This is for both the safety of the rider and professional.

C) New Saddles

If a new saddle is required, the most optimal saddle/s solution for horse and rider is advised. This is based on the individual needs of horse and rider from across a wide range and models of saddle manufacturers and brands worked with. Wherever possible budgetary restrictions are worked to.

On occasion, there has to be compromise due to limitations of budget or specific measurements of horse and/or rider. If there is a compromise diverting from optimal fit, this will be fully documented and agreed prior to sale.

Clients are positively encouraged to bring along trainers or third parties to all appointments.

It is your personal responsibility to fully furnish R & R Equine with all relevant information prior to and during the appointment.

Full and thorough advice at point of sale ensures against concerns occurring at R & R Equine. This includes a proper ridden trial of the saddle type.

Full documentation is recorded to provide 'reasons why' brand and models were selected, and the saddle types considered and discounted.

D) Factors to Be Aware of When Purchasing a Saddle

1. Horses Change Shape

It is well known that horses change shape over time. Weight fluctuations, postural changes, gait dynamics, soft tissue changes, muscle gain/wastage, lameness etc... all play a large role in saddle fit. Certain brands may be more adjustable than others. Adjustable saddles will be discussed at the time of appointment. You will be notified if your saddle has adjustable features.

Templates will be taken at every Saddle Fitting appointment and recorded to prove any change in shape. It is your responsibility to call out R & R Equine at the first sign of an issue, and to book in regular 4-6 monthly saddle checks.

New horses also need a settling in period. Most people get a new horse and immediately get a new saddle. If the horse proves to develop behavioural issues, the saddle should always be checked to eliminate potential causes. Equally the new horse may change shape in a new/different environment and with a different rider.

You cannot return a new saddle if your horse changes shape such that the saddle no longer fits. There is no guarantee that a saddle will always fit for the duration of your ownership of the horse. This is the risk you as a horseowner have to accept.

2. Rider Ability/Weight

Please also recognise the maximum weight limits as advised by the AHT. It is the client's responsibility to ensure their horse or pony is up to weight. Riders can be too big for their pony or horse, and it can affect performance. A flocked saddle will settle more quickly with a heavier rider, and will likely require more regular attention.

The welfare of your horse's back may be affected if the advised limits are exceeded and/or if the horse is not ridden correctly. It is recommended the total of tack and rider should not exceed 20% of your horse's body weight.

If R & R Equine is concerned that weight limits are an issue, the report form will be documented accordingly. Equally if the horse is ridden regularly in a hollow outline this will also be noted as it directly affects back pathology. This is not to discriminate or negatively outline a rider, it is simply to protect your horse and their delicate vertebrae. The client will be requested to sign to confirm this has been raised and the requirement to have the horse's back checked frequently where compromise has to be reached in saddle fit.

Please note the fit of the saddle is critical in this situation, and it will require more regular reviews as rider weight and balance can affect this, even when a saddle fits well.

3. Quick Checks / Saddle Trial

Quick checks or Saddle Trials are only available to clients who have had a full Saddle Fit Evaluation in the last 3 months. This does not apply to Demo Saddle Appointments or Consignment Trials from R & R Equine stock.

Where the client wishes to circumvent the full consultation procedure, 'return' issues are more prevalent. Frivolous orders are discouraged and occasionally refused. In these situations the paperwork will be annotated fully that the usual procedure has not taken place due to client preference.

4. Valid Reasons to Return a Saddle

Rights of the consumer are always respected. Faulty goods, or receiving a saddle that is not as ordered will always be supported and referred to the manufacturer to resolve the issue. It is hoped that you will work with R & R Equine to ensure the situation is resolved equitably. R & R Equine represents you to the manufacturer.

Unreasonable requests for returns will not be accepted - i.e. if horse goes lame or is injured, serial number has worn away/is not visible, horse has changed shape, saddle is slipping, rider has confidence issue, horse is unsuitable etc. **All saddle sales are final.** The client may have an opportunity for consignment with R & R Equine if the return request is deemed unreasonable or not covered under manufacturer warranty. Payments are distributed after the saddle has sold.

All saddle sales are final. Used saddles, ordered saddles, demo saddles, trials from HCS or R & R Equine stock, made to measure (bespoke) saddles are not eligible for returns. Saddles may be offered to be taken on consignment through R & R Equine at a discounted rate.

*Bespoke saddles are saddles made to measure, or have individual features to accommodate the horse shape or rider shape that mean onward sale of the saddle would be difficult. Clients will be advised if they are ordering a bespoke saddle.

5. Saddle Issues

R & R Equine will always work with you to address any concerns that occur however minor. Bearing in mind horses change shape it is your responsibility to regularly have your saddle checked as you would if you took delivery of a new car.

There may be specific instructions on delivery - e.g. how to girth the saddle as part of your new saddle fit programme, or to use a certain pad initially until the horse builds muscle tone. Initial 12 week check and ongoing 4-6 month checks are strongly advised. Whilst R & R Equine understands sometimes checks get missed, the consequences of not having regular checks can be severe and result in saddle fit issues.

Saddle slip or roll is a common issue in horses. There can be multiple reasons for this. A full saddle assessment will be required and a holistic view taken including trainer, vet, back professional, and farrier. If a flocked saddle starts slipping, immediate contact must be made with R & R Equine. Continuing to ride in a saddle that is slipping can cause equine back issues, performance issues and can affect the fit of the saddle itself by distorting the panels. Saddle slip, and consequential distorted panels is **not cause for return** of a newly used saddle. R & R Equine will work with you to minimise this and support you.

Where a new horse suddenly has behavioural issues following delivery of a saddle, a full and thorough reassessment will be required in this instance. 'Lack of confidence' in the saddle is also not a reason to return a saddle. New horses need time to settle.

E) Purchasing a New Saddle

The new saddles ordered will have gone through a full assessment and trial, and usually a delivery fit appointment for clients who are able to travel for this. Therefore the purchase is not entered into lightly or without full confidence that the saddle ordered is suitable.

A deposit of 50% is required to order a saddle; the balance is due before delivery.

The title of all goods shall remain with R & R Equine until paid for in full. **BESPOKE SADDLES - PAYMENT IN FULL IS REQUIRED ON ORDER.**

1. Returns & Refunds

ALL SADDLE SALES ARE FINAL.

The client may have an opportunity for discounted consignment with R & R Equine if the return request is deemed unreasonable or not covered under manufacturer warranty. Payments are distributed after the saddle has sold.

Saddles shall be assessed after 30 hours of ride time in the saddle to make adjustments as the flocking settles. Appointment fees apply. It is the clients responsibility to reach out and schedule the appointment once they've hit 30 hours.

Faulty products will always be returned back to the manufacturer to correct within legal timescales.

Please note R & R Equine is not able to follow up each sale personally and the onus is on the client to contact with any concerns regarding the purchase or fit of their saddle. R & R Equine will always work swiftly to correct or address any concerns of the client.

F) Saddle Warranty

Each brand carries their own manufacturer warranty. R & R Equine will notify you of the applicable warranty at the time of order or purchase. Please register your saddle with the appropriate site to activate your warranty when receiving a new saddle.

R & R Equine represents you to the manufacturer.

1. Bliss of London - Loxley - Keith Bryan

Saddles come with a 1 year warranty against manufacturer defects and a 10 year warranty on the tree excluding damage due to buyer neglect or damage.

Saddles **MUST** be registered through the Bliss of London website for warranty to apply. Any unauthorised repair or alterations will void warranties. Warranties are not transferable upon resale.

In the rare event you are dissatisfied please read the Terms and Conditions above and also note:

You have no grounds for redress if:

- You were told about any defect/limitations before you bought the item (for example, if the saddle has been used or is marked or is not adjustable)
- You take delivery of the saddle and do not notice a defect.
- You bought a saddle knowing that it wasn't fit for what you wanted it to do (eg different sized rider to use it as well but not disclosed at time of sale)
- You decide you cannot afford it.

- You broke or damaged the saddle - including continuing riding whilst slipping left or right.
- You have been riding in another saddle not checked for fit and the horse is sore in the back.
- You have had multiple other riders (that were not evaluated at time of fitting) and the horse is sore in the back.
- You change your mind!

Please email Joely at Releaseandreliefbodywork@gmail.com regarding any questions, comments or concerns upon reading our Terms and conditions.

Revised 01.26

☐ I agree to hereby Terms & Conditions

Date: _____

Name: _____

Signature: _____