



**Leggwork Consulting Ltd trading as EquiPet+**

## **Terms and Conditions**

Our legal company name is Leggwork Consulting Ltd; we trade under the brand EquiPet+.

References herein and on our website to "us" "we" "our" refer to Leggwork Consulting Ltd.

An order received or payment for our products is an acceptance of these terms and conditions.

Leggwork Consulting Ltd, the manufacturers that supply our products and other companies referred to on this website will accept no liability for losses or damages through use of this website, products purchased on this website or products purchased via other means, used inappropriately or not in accordance to the manufacturer guidelines. If in doubt please contact us for clarification on the use of our products.

We are not registered for GST at present so you will not receive a GST Tax invoice from us. Should this change we will update these terms and conditions and provide GST Tax invoices.

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## **Using our Website**

1. When using this website information may be collected about your use. See our Privacy Policy regarding the use and storage of this information. By using this website you agree to this privacy policy.
2. You cannot use this website as follows:
  - For any unlawful purpose
  - Sending spam
  - To bully, threaten, harm or harass others
  - Use or distribute offensive material
  - Update content relating to this website
  - Conduct denial of service attacks on this website from this website or other means
  - Copy any content for commercial use without our consent
3. You use this website at your own risk
4. This website is run on servers and accessed from computers that we do not control:

- We do not guarantee that there will be no problems using this website
- The computer used to access this website must be free of viruses and other such code that may cause problems with this website

## Currency

5. All references to monies are in New Zealand dollars unless otherwise stated.

## Pricing

6. Prices displayed may be subject to change based on exchange rate fluctuations.

## Purchasing

7. Prices shown are in NZ dollars, are GST exclusive and do not include shipping, freight or postage.

You must select an appropriate shipping, freight or postage option when presented with that option. If no shipping option is selected your order may be cancelled or a default amount entered or charged by us prior to sending the items ordered.

Some products include options for colours, size or other options in the purchase process. It is possible that those options may not be available ex stock in which case you will be informed and given the option of either cancel and full refund or an order to be placed with the manufacturer for the requested product options. A 50% deposit may be required to place an order with the manufacturer depending on the product being purchased.

You may cancel your order at anytime, provided we have not dispatched the items, and receive a full refund subject to the following:

- We have not placed an order with our manufacturer
- Items have been paid for or a deposit paid
- Other conditions as previously agreed to are met

A cancellation fee may be deducted from amounts paid where we have placed an order with our manufacturer.

## Payment

8. We accept the following payment methods:

- Internet Banking
- PayPal (incurs 3.4% charge plus .45 cent transaction fee)
- Cheque (Payable to Leggwork Consulting Ltd)

Unless otherwise agreed full payment will be required before items will be sent and items will not be sent until payments are cleared.

All goods remain the property of Leggwork Consulting Ltd until paid for in full.

In cases of nonpayment customers will be liable for debt recovery costs.

If you have access to a KiwiBank branch you may like to deposit cheques directly into our KiwiBank A/c as printed on your invoice or advised on checkout. This will save on post and time.

## Shipping

9. Shipping, freight or postage amounts are not included in our listed product prices. Amounts will vary subject to the weight and dimension of packages sent. Amounts charged on checkout of shopping carts on the website are based on product weight and delivery location being within the north island or inter island. This amount may not be the actual amount paid by us. If we have over charged by more than 30% we may offer a refund of the amount if that amount is over \$NZ5.00. If we have undercharged by more than 50% we reserve the right to request additional payment prior to sending the items if that amount is over \$NZ5.00.

A small packaging fee may also be included in these shipping charges.

Shipping costs for products sent outside of New Zealand will be advised and charged on a separate invoice and required to be paid prior to items being sent.

Tracking numbers will be advised where possible.

We use New Zealand Post where possible. Larger orders may require use of other carriers.

## **Condition of Items purchased**

10. We guarantee that items leaving our depot are unused and fit for the purpose intended unless otherwise advised and agreed.

No liability will be accepted by us for damage or loss of goods in transit.

## **Returns**

11. See specific conditions below regarding our saddles, these conditions take precedents over the conditions in this section 10

Provided items are not used you may return them within 7 days and receive a refund less the cost of shipping. Refunds will be paid into a nominated bank account within 30 days of receipt of returned items and those items are in the same condition as when they were packed and dispatched by us.

Goods received back in a used or damaged state may incur a restock fee of 25% of the RRP.

**The following sections 12 thru 27 apply specifically to the sale or trial of our saddles.**

## **Security**

12. Saddles are valuable assets. To help protect your saddle each saddle has a unique serial number embossed in the leather. The serial number is not outwardly visible. This will assist in identifying your saddle should it be stolen or misplaced. We keep a record of all serial numbers for the saddles we sell.

## **Availability**

13. All products and services are subject to availability and may be withdrawn at any time. If any item is not stocked in New Zealand, we will advise of the next available date, or place an order with the manufacturer.

The combination of colours, sizes, options and accessories selected may not always be available in stock. In these cases the required items will be ordered from the manufacturer.

### **Delivery Charges and Delivery Times**

14. Charges will vary depending on the size and weight of packages and inter island travel. The cost of shipping items from the manufacturer is included in the price of the items. Shipping costs within New Zealand will be advised and charged on invoice and be paid before items will be sent. Tracking numbers will be advised once items have been sent. You are welcome to arrange your own collection or pick up items yourself.

### **Payment Options**

15. Payments should be made to the bank account on the invoice/statement received. We will accept cheques and as with internet banking will not ship items until payment has been cleared by our bank. Cash on pickup is also accepted. We do not accept credit or debit card transactions at present. You may pay via credit card using PayPal.

### **Definition of Standard / Non Standard Model**

16. Standard saddles are those of any model that are manufactured according to the advertised sizes and either full black or full brown colour.

Non standard saddles are those made to a specifically requested size or of a colour or colour combination not full black or full brown.

### **Definition of Standard / Non Standard Colour**

17. Standard colours are Black or Brown. Other words such as "Havana" (Darker Brown), "Terra", "Chocolate" may be used to describe brown.

Non standard colours are Red, Green, Blue, and Yellow. Other word such as "Rally" (Yellow), "Emerald" (Green) may be use to description colours. Two tone black and brown combinations are available on request. Other non standard colours may be available on request. Non standard colours may incur additional cost.

## **Purchasing a new saddle**

- 18.** Available ex stock: An invoice will be emailed or post to you detailing the items purchased. Upon receiving payment in full we will ship the saddle to the address supplied by you and advise the details including, where possible, a tracking number.

Not available ex stock: A deposit will be required as per section **19**.

**Deposits for ordering saddles ex manufacturer.** Upon receipt of deposit an order will be placed with the manufacturer. The lead time for ordered items will vary between 4 - 8 weeks, or longer, depending on work load of the manufacturer or if the saddle needs to be made. We will endeavour to keep you up to date with the status of your order. Once the saddle has been delivered to us we will advise you and email or post you an invoice detailing the items and amount remaining to be paid. Upon receiving payment in full we will ship the saddle to the address supplied by you and advise the details included tracking number.

**Discounted pricing for requested "No Trial No Return" purchases.**

Should you wish to purchase a saddle without the benefit of a trial and accept the condition that you will not be able to request a return and refund then you may be eligible for a discount on the purchase price. In these cases the conditions stated in point **26: Returns and Cancellations for new saddle purchases** will not apply.

## **Deposits for ordering saddles ex manufacturer**

- 19.** Saddles not available ex stock will be ordered from the manufacture on request. A deposit of 50% of the recommended retail price will be required for standard saddles. If a non standard / customized saddle is ordered a deposit of 60% of the recommended retail price will be required. Saddle orders will not be placed with the manufacture until payment of deposit.

## **Cancellation of Ordered Saddles**

- 20.** Should you wish to cancel your order you will be eligible for a refund of any deposit less a \$200 cancellation fee.

The cancellation fee may be waived if the order can be cancelled, without cost, from the manufacturer.

## **Trial Saddles**

21. Where trial saddles are available we encourage you to take advantage of this facility before committing to purchase a new saddle. For the models we don't have trial saddles available the standard new saddle purchase conditions will apply. Please be aware that should you purchase a new saddle and having waived the right to the use of a trial saddle, when available, then you may not be eligible for a full refund should the new saddle be returned in a used condition.

We reserve the right to customise the trial conditions on a case by case basis.

## **Refund terminology in relation to purchases or trials**

22. Refunds will be available as follows:

- Full Refund where amounts paid will be refunded less:
  - Cost of NZ shipping
  - \$50.00 off site trial fee if applicable
- Partial Refund where amounts paid will be refunded less:
  - Cost of NZ shipping
  - \$50.00 off site trial fee if applicable
  - 25% of retail price restock fee if applicable
  - 25% of retail price excessive damage fee if applicable

## **Trial Types**

23. Trials are available as follows:

- **Onsite:** If you are in or close to our area (currently Auckland) then you are welcome to arrange a visit for a trial. We are close to Woodhill forest and Woodhill Sands for a ride or you are welcome to ride around our small property. (Note: Unless you're a registered rider in Woodhill Forest or Woodhill Sands you may be required to pay a casual day usage fee to the operator). Onsite trials will usually be accompanied and supervised and only be for the day.



- **Offsite:** Saddles will be shipped within New Zealand at customers cost, or can be picked up and taken away for trial.

## **Bonds for offsite trials**

**24. Trial Saddle:** A bond based on 50% of the retail price will be required for saddles shipped or picked up for offsite trial. Upon return of the saddle a full refund will be made. Should you decide to purchase a new saddle the bond will be retained as a partial payment for a saddle supplied ex stock or a deposit if the new saddle needs to be ordered.

**New Saddle:** See section 18. **Purchasing a new saddle**

Bonds will need to be debited to our bank account before saddles will be made available.

## **Trial period**

**25.** An offsite trial period for saddles shipped is 10 days including an allowance for shipping to and from the trial site. This should allow 3-4 days to use the saddle. Unless the saddle is purchased it must be returned to us within 10 days to be eligible for a refund unless otherwise agreed.

The trial period for offsite trials where the saddle is picked up is 5 days. Unless the saddle is purchased it must be returned to us within 5 days to be eligible for a refund unless otherwise agreed.

## **Returns and Cancellations for new saddle purchases**

**26.** We want you to be completely satisfied with your purchase. If for any reason you are not happy you may return the items within 10 days. Items may be exchanged or a refund credited back to your nominated bank account subject to conditions herein.

Where possible we provide trial facilities on the saddles. If you have purchased goods without having taken our offer of a trial first and the goods purchased are returned soiled, damaged or used in a trial you will only be eligible for a partial; refund.

Returns and refunds are subject to the following conditions:

The goods must be returned with any accessories, packaging, instructions, etc and must be in unused condition (unsoiled, undamaged, unused) within 10 days of shipping to you.

A proof of purchase must be supplied.

You must return any free gifts which came with the items.

We will refund any items that have been especially made to your individual specification or personalized.

Any refund will be paid back within 30 days of receipt of returned goods.

## **Guarantees**

27. All saddles have a 3 year manufactures guarantee. Guarantees are non transferable.

## **Disclaimers**

28. Leggwork Consulting Ltd, Flexible Saddle or AB7 Industries will not be held responsible for the loss or damage of any goods in transit.

All goods remain the property of Leggwork Consulting Ltd until paid for in full.

Leggwork Consulting Ltd and Flexible Saddle will not be held responsible for rider ability and will not be held liable for damage or injury to anyone or anything as a result of use the saddles or saddle accessories we sell.

Leggwork Consulting and AB7 Industries will not be held liable for damage, injury or any allergic reactions to the products we sell. All our products have been independently tested and are safe for use. Unfortunately, in rare cases, even natural ingredients can cause allergic reactions so it is the responsibility of the end user to monitor applications to ensure there are no such reactions and to cease use immediately should such reactions occur.