

Society of Master Saddlers Code of Conduct

Version: SMS NCoC 001

Dated 1.8.24

Effective 1.9.24

Definitions and Interpretation

“Board” means the Board of Directors of the SMS, from to time.

“Code” means this Code of Conduct, which for the avoidance of doubt includes the Schedules.

“Client” means a customer or client of a Member.

“Complaints Sub Committee” means the Complaints Sub-Committee of the Executive Committee.

“Executive Committee” means the Executive Committee of the SMS, from to time.

“Horse” shall mean any equine, and shall include but not be limited to a horse, pony, donkey, mule and hinny.

“Member” in this Code means any current member of the SMS, regardless of category of membership.

“Qualification” means a qualification from an awarding body recognised by the SMS.

“Qualification Registration” means the annual registration with the SMS of a Member holding a Qualification.

“Schedule” means a Schedule to this Code.

“SMS” means the Society of Master Saddlers (UK) Ltd 894299 of Green Lane, Stonham, Stowmarket, Suffolk, IP145DS, United Kingdom.

This Code, as amended from time to time, is the Code of Conduct which may be referred to in policies, documents, agreements, websites, issued by, or in social media pages or groups, or other publications of, the SMS.

A. Purpose of the Code

This Code sets out the principles upon which Members will carry out their operations and activities, and conduct themselves, to ensure so far as applicable and reasonably practicable, a general commitment to:

1. appropriate conduct towards the community in which the Member operates; and
 2. operating their business with integrity and high standards of business ethics; and
 3. the health and welfare of the Horse, and the safety of riders,
- the **“Conduct Commitment”**.

B. Legislation and SMS Policies

Members will:

1. comply with all applicable legislation, including laws, rules, regulations and other measures having the force of law, that are relevant to any and all aspects of the Member's business and the Conduct Commitment;
2. where it is practicable and appropriate to do so, establish and meet standards relevant to any aspects of the Conduct Commitment which are higher than the standards imposed by law;
3. comply with laws relating to bribery and corruption (including the Bribery Act 2010) to prohibit any bribery or corruption of, or by, the Member or any of its officers or employees;
4. prohibit any money laundering by any of its officers or employees;
5. comply with all applicable data protection laws and requirements (including the UK GDPR) when processing any personal data on behalf of a Client, and maintain appropriate privacy and data security measures to protect the integrity and confidentiality of information held on its systems (including information supplied by the Client), and ensure that there is no unauthorised access to any such information by third parties; and
6. comply with all applicable Policies of the SMS.

C. Health & Safety and Welfare

Members will:

1. adhere to the highest applicable standards of health and safety appropriate to their business by:
 - a. complying with workplace health and safety laws,
 - b. taking steps to mitigate risks as appropriate in their business, and
 - c. prioritising the health and welfare of the Horse and rider/handler when working with Clients;
2. adhere to all applicable bio security measures in place from time to time, for the jurisdiction in which they operate. For the United Kingdom these measures may be stated by the British Equestrian Federation on their website [www.britishequestrian.org.uk Biosecurity - British Equestrian](http://www.britishequestrian.org.uk/Biosecurity-British-Equestrian) and
3. be respectful and considerate in how they treat and deal with both animals and humans, and acknowledge that their decisions and actions may have implications that affect animals and humans.

D. Professional Conduct

Each Member must:

1. comply with this Code;
2. establish and maintain high standards of business ethics conduct, and act with integrity, honesty, ethical and responsible conduct in its business activities and behaviours, towards Clients, other SMS Members, Equine professionals and paraprofessionals, and third parties;

3. exercise their skills to the standard expected of a person of the Member's level of qualification;
4. maintain and continue to develop knowledge and skills training relevant to their professional practice, and comply with continued professional development requirements and refresher training to meet with their annual Qualification Registration;
5. confine their practice to areas where their training, experience and qualifications are appropriate to enable them to provide a professional and safe service to Clients;
6. only provide advice where they are qualified and competent to do so, and will refer to a more qualified Member or other equine professionals where appropriate;
7. not imply, or use any misleading description of themselves to imply, that they or any person acting for them in connection with their business, possesses any Qualification which they do not in fact possess or is not current.
8. provide independent and impartial advice, and inform a Client of any conflict of interest, which would, or could be perceived to limit their freedom to provide impartially. Such a conflict could arise via a commercial arrangement or connection, or via operating a dual profession.
9. not allow commercial concerns to override professional judgement, animal welfare or Client or rider safety.
10. not knowingly articulate, audibly, in writing, or by other means, something to the detriment of a fellow Member, which may be heard, seen, or shared by a third party. To do so not only undermines the standing of the other Member in the eyes of the public, but will reduce confidence in the SMS and the professions it represents, as a whole. This obligation does not cover evidence to be given in a court of law or any other requirement imposed by law which may require divulgence of information. The SMS cannot prohibit free speech, and it acknowledges that Members are entitled to express their own honestly held opinions.
11. communicate clearly and efficiently with Clients, and other professionals, suppliers and third parties as relevant, and ensure prior consent is obtained where required if sharing any information.
12. not engage in any activity or behaviour that, in the opinion of the Executive Committee, could, or does:
 - a. bring either the SMS, or any profession for which the SMS has a membership category, into disrepute, or
 - b. undermine public confidence in either the SMS or any profession for which the SMS has a membership category.

E. Social obligations

The Member will:

1. recognise that words can be threatening, hurtful, demeaning, discriminatory, amongst other things, and will not use language or engage in behaviour that might amount to harassment, bullying or be viewed as intrusive or inappropriate.
2. treat employees, Clients, and all third parties encountered via the Member's business fairly.
3. undertake to encourage their apprentices and trainees to reach their full skills potential and to use the range of City & Guilds Skills/Fitting Assessments as widely as possible.

4. where possible, support the sale of saddlery and other goods manufactured in the United Kingdom.

F. Products and Services

1. Members will ensure that the products and services they supply and provide shall meet all relevant standards of safety and quality.
2. Defective Goods: Any goods sold to a Client which are found by an independent 3rd party to be unsatisfactory as a result of defective materials, poor workmanship or poor repair work should be corrected or replaced promptly and free of charge or, if the law requires, payment made for the goods should be refunded. This responsibility will only apply if appropriate laws are complied with and a complaint is made within the required time limits in accordance with consumer legislation. All warranties, guarantees and consumer rights should be upheld.
3. Repairs: Materials used in repairs shall be fit for the purpose and repairs should be carried out within a reasonable period of time by a suitably experienced and competent person. Every attempt should be made to avoid damage during repair. A Member should not undertake a repair if the item cannot be repaired in a satisfactory manner, in their opinion, in which case they should inform the Client of such at the earliest opportunity. If the Client still wishes the repair to be done the Member should make a record of their advice to the Client and note this on the documentation provided to the Client, together with any associated limitation of liability.

G. Complaints and Discipline

1. Disciplinary Action:
 - a. The Executive Committee, acting itself or on a referral from the Complaints Sub-Committee, has power to take action in any of the following cases:
 - Conduct derogatory to the character or prejudicial to the interest of the SMS
 - Serious mis-conduct in any professional respect.
 - A person ceasing to fulfil their membership or registration criteria.
 - b. In any of these cases, the Executive Committee may, if it thinks fit, direct that membership and/or Qualification Registration should be suspended or withdrawn in accordance with and subject to the Articles of Association of the Society.
2. Lapses from Professional Standards:
 - a. The SMS is concerned about conduct which, while not serious enough to warrant the description of serious misconduct in a professional respect, is nonetheless unethical. This means that the Member has in some way fallen short of the standards of behaviour normally to be expected of an SMS Member. It may involve a failure to observe certain standards which the SMS has set.
 - b. While such unethical conduct may not normally be a matter for the Executive Committee, it may be the subject of discussion between the Member concerned and the Complaints Sub-Committee. If it is sufficiently serious or repeated with such frequency as to amount to a consistent course of misconduct, the Complaints Sub-Committee may decide that there is a case which must go forward to the Executive Committee.
 - c. A Performance Improvement Plan may be used when a Member has not performed to a satisfactory standard and will state the improvement in performance required, targets for improvement, the timescale for improvement, any support to be provided

and the consequence of not meeting the performance targets within the review period. How to meet standard

3. Feedback and Complaints:

- a. In the case of complaint by a Client directly to the Member, the Member should respond promptly and politely. If the Member considers that the Client does not have a justifiable complaint, the Member should explain politely why that complaint is not justifiable. If the Client is still not satisfied the Client should refer to the SMS' complaints procedure on the SMS website, and the Member should inform the Client of this option.
- b. Members are required to cooperate fully with the complaints procedure and the Complaints Sub-Committee.
- c. The SMS will monitor the complaints of its Members within this Code and SMS' policies and discuss with a Member any continued breach of any provision. The Executive Committee has the right to take action (including suspension or removal) against Members deemed to be in breach of this Code, Policies and / or the Articles of Association.

4. Complaints Against a Fellow Member:

- a. In the case of a complaint by one Member against another Member, both Members will act politely towards each other, in accordance with the provisions of this Code, and will attempt to resolve any such complaint or dispute informally.
- b. Where a complaint or dispute cannot be resolved in such manner, the SMS' formal complaints procedure will be instituted which may include the assistance of the Liaison Officer.

H. Viewing and updating this Code

1. The SMS will publish this Code (as amended from time to time) on its public website so that it is freely available to all Members and others to view at any time.
2. On each occasion that this Code is updated, Members will be given no less than 14 calendar days' prior notice of such update, before the updated version comes into effect. The SMS will notify Members by email, and will provide them with a copy of the updated Code attached to that email and / or a digital link to the new version of the Code. The SMS will also remind Members by such other means as deemed appropriate including social media, that Members can view the up to date Code on the SMS's website.

Schedule 1

Saddlery Fitting

1) Saddlery Fitting:

- a) When offering a saddlery fitting service all Members must:
- i) inform Clients of the terms and costs of all saddlery fitting services, including travel expenses, prior to the appointment.
 - ii) carry out the full SMS recommended procedure for saddlery fitting, including, for saddle fittings, seeing the horse ridden, wherever the facilities and Client availability allows.
 - iii) keep full records of all saddlery fittings, including the taking of measurements and templates, as recommended by SMS.
 - iv) attend training seminars/modules as required by the SMS.
 - v) offer an after sales service
 - Upon the sale of a saddle the Member should advise the Client:
 - that the saddle should be checked and potentially re-balanced within the first three month period, and that the Client must monitor the condition of the horse and the fit of the saddle during this time, and liaise with the Member as required;
 - of the possible difficulties in providing a continuing saddle fitting service to a Client distant from the Member selling the saddle.
 - Upon the sale of a bridle or another saddlery item, the Member should provide the Client with after sales advice/service as appropriate for the item sold.

2) Referrals and Second Opinions:

- a) Although both Member and Client have freedom of choice to stop working together, as a matter of professional courtesy and in the interests of the welfare of the Horse involved, a Member should not knowingly take over another Member's client within 6 months of a saddlery purchase, without first informing the Member in question, if possible. It may be that the Client is not willing to divulge who sold the saddlery item to them, in which case the Member should make appropriate notes to that effect.
- b) A Client who is uncertain about the fit of a saddlery item may approach another Member for an informal assessment of the situation. Such cases are sensitive and must be handled with great care, as follows:
- i) **If a Client approaches a Member to assess a saddlery item within or up to 6 months from the date of purchase of that saddlery item from another Member, the Client should be referred back to original Member.** The original Member should have the opportunity to check and correct the item or amend their work before the Client enlists the services of another Member.
 - ii) **If a Client approaches a Member to assess a saddlery item more than 6 months after the date of a saddlery purchase from another Member, but within 6 months of a check,** a Member may provide a fitting service and/or saddlery sale. However if the Client is dissatisfied with the previous Member, then the new Member must make the Client aware that the original Member saddler/fitter should have the opportunity to correct the item or amend the work

done before the Client enlists the services of the new Member. The new Member **must** make it clear that they can only comment on the fit of the item **on that day and they should make no criticism on the original or previous fit.**

- iii) If the original Member has been unable/unwilling to resolve the issue then the new Member should direct the Client to the SMS' Complaints Procedure if the original Member is an SMS member. If the original Member or fitter is not an SMS member then the Client should be referred to the original fitter's own governing body and/or Trading Standards/Citizens Advice.
- iv) If a formal complaint is made, the SMS will, if appropriate, nominate a suitably qualified Member who has no personal interest in the case to provide a formal second opinion in accordance with the protocols which the SMS has developed for this purpose, the costs of which will be borne by the Client.
- v) Subject to the new Member having made the Client aware of the steps noted above, if the Client is not prepared to deal with the original Member, the new Member may provide a fitting service. The SMS will not consider the new Member's findings to be part of a formal complaint and the Client should be made aware of this. The new Member **must** make it clear that they can only comment on the fit of the item **on that day and would not be providing a second opinion. No criticism should be made about the original fit.**
- vi) If the new Member feels that the fit of the saddlery item could be improved by making an adjustment, they may do so. The new Member **must** be aware that any adjustments made by them **will now become their responsibility.** However, whilst latent saddlery manufacturing defects could fall under the warranty with the original manufacturer, it may become difficult to prove the item may not be appropriate if adjustments are made.
- vii) If an adjustment is not possible, the new Member may sell an alternative saddle, and they **must** have supporting documentation as to why the original saddle could not be refitted on that day. The new Member **should make no criticism on the original fit.**