



Terms & Conditions for The Peaceful Pony

The Peaceful Pony Therapy Centre CIC operates from two sites, located at **Burnt Mills Road, North Benfleet, Essex, SS12 9JX** and **Brocklands, Stock lane, Ingatestone, Essex CM4 9PB**. (“The Peaceful Pony” or “**We**” or “**Us**” or “**Our**”).

The Peaceful Pony CIC is a business delivering Equine Facilitated Learning.

You can book a session, day or an event with Us. All bookings can be done directly or through our Website (“**Services**”).

These Terms and Conditions shall apply to all provisions of Services whether booked with Us directly or through Our Website and confirmed by The Peaceful Pony (“**Customers**” or “**You**”).

The **Peaceful Pony** and the **Customer** are referred to individually as a “**Party**” or collectively the “**Parties**”.

1. Definitions and Interpretation

Adequacy Decision: a finding under Article 25(2) of the Data Protection Directive that a country or territory ensures an adequate level of protection within the meaning of Article 25 of the Data Protection Directive, while such finding remains in force pursuant to Article 45(9) of the General Data Protection Regulation, or (as applicable) a finding under Article 45(1) of the General Data Protection Regulation that a country, a territory or one or more specified sectors within that country, or the

international organisation in question ensures an adequate level of protection within the meaning of Article 45 of the General Data Protection Regulation;

Agreement: has the meaning given under clause 7 below;

Applicable Law: in England any and all applicable laws, regulations and industry standards or guidance and any applicable and binding judgement of a relevant court of law;

Booking: is the making by You of a booking for the provision of Services from Us either through the Website or with Us directly. For the avoidance of doubt the completion and submission to us for a booking form constitutes a Booking.

Booking Confirmation: is the confirmation sent to You by Us upon acceptance of Your Booking for Services. For the avoidance of doubt this includes payment of non-refundable Deposits to secure your booking at your chosen date and time.

Breach of Duty: the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

Business Day: means any day (other than a Saturday or Sunday) on which banks are open in the City of London for the transaction of normal banking business;

Business Hours: 09:00 until 17:00 on Business Days by appointment only;

Charges: the charges payable by You to The Peaceful Pony for Our provision to You of the Services, as set out in each Booking Confirmation sent to You by Us, and otherwise on the Website at the time that you make a Booking with Us and We provide You with Booking Confirmation in relation to the same;

Controller: has the meaning given in the GDPR;

Confidential Information: any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to these Terms and Conditions which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of these terms and conditions, together with any reproductions of such information or any part of it;

Data Protection Directive: Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

Data Protection Laws: the Data Protection Act 2018, GDPR, and any relevant law implemented as a result of GDPR and E Privacy Law;

Deposits: payment of deposits to The Peaceful Pony on the acceptance by The Peaceful Pony of a Booking are taken on a non-refundable basis. The retention of a deposit by The Peaceful Pony is a genuine estimate of loss. We will take reasonable steps to reduce our loss, however, administrative charges need to be covered and places are limited;

E Privacy Law: Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended

by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC;

Event Outside Our Control: any act or event beyond Our reasonable control, including pandemics, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks;

GDPR: Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

Intellectual Property Rights: copyright and related rights, trademarks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Liability: liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms and Conditions and/or any Booking made under the same, including liability expressly provided for under these Terms and Conditions and/or any Booking made under the same or arising by reason of the invalidity or unenforceability of any term between Us (and, for the purposes of this definition, all references to “these Terms and Conditions” shall be deemed to include all of Our policies and notices);

Non-adequate Country: a country or territory which is outside the European Union and in respect of which there has not been an Adequacy Decision. For the purposes of these Terms and Conditions, “Non adequate Country” includes the United States of America;

Portable Copy: a copy of Personal Data in such form as to enable the Customer to comply with its obligations under Article 20 of the GDPR;

Processor: has the meaning given in the General Data Protection Regulation;

Website: <https://thepeacefulpony.net>

References to “**Clauses**” are to clauses of these Terms and Conditions.

The headings in these Terms and Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Terms and Conditions. Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral, and references to persons shall include an individual, company, corporation, firm or partnership.

Reference to “**written**” or in “**writing**” includes the electronic form.

References to “includes“, “including“, ” in particular” or “for example” or like words shall be deemed to be followed by the words ” **without limitation**“; and references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2. Age Restriction

By making a Booking with Us, you warrant that you are at least 18 years of age. The Peaceful Pony does see children and young people younger than 18 with parental consent.

3. Terms and Conditions

These Terms and Conditions shall apply to all use of Our Website and Bookings placed by You and The Peaceful Pony reserves its right to provide you with a Booking Confirmation in relation to the same. When you submit a Booking to Us, this shall always constitute your unqualified acceptance of these Terms and Conditions.

These Terms and Conditions shall prevail over any separate terms put forward to Us by You. Any conditions that you submit, propose or stipulate in whatever form and at whatever time, whether in writing or orally, are expressly waived and excluded.

4. Entire Agreement

These Terms and Conditions shall apply to all Bookings made by You to Us and confirmed by Us with a Booking Confirmation in writing along with Our Privacy Policy, Cookies Policy and any other The Peaceful Pony policy applicable to the provision of the Services. This constitutes the entire agreement between You and Us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in these Terms and Conditions.

5. Authority

In the event that you make a Booking on behalf of a business, You confirm that you have authority to bind any business on whose behalf you use the Website to submit a Booking.

6. Conflict

In the event of any conflict between the provisions of these Terms and Conditions and the provisions of the Booking, then the following order of precedence shall apply:

- the Booking Confirmation prevails over
- these Terms and Conditions.

7. Placing a Booking and Forming an Agreement

7.1 By contacting Us either through the Website or directly, you will be able to select those Services in relation to which you would like to submit a Booking to Us.

7.2 On submitting a Booking to Us we will contact you in relation to Your requirement and once we are happy with the details We will provide You with the Booking

Confirmation in writing with details of how to make a payment to Us. Unless otherwise stipulated on the Website or agreed in writing by Us, all Deposits and Charges are payable in the currency agreed between Us.

7.3 The Deposits and Charges are payable by You in advance as specified in the Booking Confirmation. Payment of Deposits and Charges must be made to Us only in accordance with that agreed and identified between us. We shall not be bound to supply any Services to You until we have received the necessary cleared funds in full.

7.4 When You submit a Booking to Us, You agree that you do so subject to these Terms and Conditions current as at the date on which you submit your Booking. It is your responsibility to review the latest Terms and Conditions and the relevant applicable policies each time You submit a Booking to Us.

7.5 Making a Booking to Us is an offer to book Services from Us, and it remains an offer until We issue Our Booking Confirmation to You or when We receive Your notice that you would like to cancel your Booking, whichever is earlier.

7.6 We shall not be obliged to provide any Services to You until we have accepted Your Booking for those Services through our provision to You of a Booking Confirmation. We may refuse to accept Your Booking for any reason (at our absolute discretion). By Us sending a Booking Confirmation to You, whether by email, letter or by any other media, an Agreement will be formed between Us and become legally bound to provide the Services to You in accordance with these Terms and Conditions. Such acceptance takes place when we expressly accept your Booking by sending you a Booking Confirmation, whether by email, letter or any other media. A Booking Confirmation shall take effect when it has been sent to You by Us.

7.7 We may send you an invoice at any time after we have sent you a Booking Confirmation confirming Your Booking with Us.

7.8 Until we have sent You a Booking Confirmation, we reserve the right to refuse to process your Booking, and You reserve the right to cancel your Booking. If We or You cancel your Booking before We have sent you a Booking Confirmation, then we will arrange for You to be refunded any Charges that you have already paid in respect of that Booking.

7.9 If, after submitting your Booking, you realise that you have made a mistake in your Booking, please contact us as soon as possible either directly or through the Website.

7.10 When you submit a Booking to Us You agree that you do so subject to these Terms and Conditions and the relevant policies current as at the date on which you submit your Booking. It is your responsibility to review the latest Terms and Conditions and Our applicable policies on the Website each time you submit a Booking to Us.

7.11 Your Booking is an offer to purchase Services from Us, and it remains an offer until We issue our Booking Confirmation or when we receive Your notice that You would like to cancel your Booking, which needs to be a reasonable amount of time in advance of the Services to be provided otherwise we reserve our right not to provide

a refund due to the loss incurred to us as a business because we are not reasonably able to transfer your place to someone else, whichever is earlier.

7.12 We shall not be obliged to provide any Services to You until we have accepted Your Booking for those Services. We may refuse to accept Your Booking for any reason (at our absolute discretion). A Booking Confirmation may contain a Booking number and details of your Booking. An Agreement will be formed when we accept Your Booking and become legally bound to provide the Services to You. Such acceptance takes place when we expressly accept Your Booking by sending you Booking Confirmation, whether by email, letter or any other media, which shall state that We are accepting your Booking. A Booking Confirmation shall take effect when it has been sent to You by Us.

8. Provision of the Services

8.1 Term: following the date of the Booking Confirmation, these Terms and Conditions will continue in force until otherwise terminated in accordance with these Terms and Conditions or superseded as notified by Us from time to time.

8.2 Services: We warrant that:

- We shall use Our reasonable skill and care in providing the Services;
- Our employees, agents, contractors and subcontractors have the necessary skill to provide the Services;
- the Services will be provided in a professional, competent and workmanlike manner;
- We have all necessary consents, rights and permission to enter into, and perform Our obligations under, these Terms and Conditions; and
- We shall comply with all Applicable Laws in relation to the exercise of Our rights and performance of Our obligations under these Terms and Conditions.

8.3 No warranty

We do not warrant that the Services will meet Your individual requirements. We are not responsible for any people, equipment, deliverables or services that we are not expressly stipulated to provide under these Terms and Conditions. You are responsible for any people, equipment, deliverables and services that you need to obtain from someone other than Us. Except for any matter in relation to which we specifically agree in writing to advise or do, We shall not be responsible, or have any Liability (subject to Clause 13.2) for advising on, or failing to advise on, or doing, or failing to do, anything else.

8.4 No guarantee

We do not warrant that the Services will meet Your individual requirements. Whilst We use our reasonable endeavours to make the Services available, We shall not have any Liability (subject to Clause 13) if for any reason the Services are unavailable for any time or for any period.

8.5 Improvements

We reserve the right, at any time, to carry out repairs, maintenance or introduce new facilities and functions in respect of all or any part of the Services.

8.6 Timescales

We shall use Our reasonable endeavours to perform our obligations under these Terms and Conditions within any timescales set out between Us. For the avoidance of doubt, time is not of the essence and, in particular, subject to Clause 13.2, We shall not have any Liability for any delays or failures to accurately perform Our obligations:

- if We have used those endeavours; or
- if caused by any failure or delay on Your part or by any breach by You of these terms or conditions or any other agreement between Us and You.
- if there is any slippage in time, We shall use our reasonable endeavours to reschedule delayed tasks to a mutually convenient time.

8.7 Exclusions

8.7.1

Except as specifically stipulated in these Terms and Conditions, We shall not be responsible for providing or achieving any particular results or outcomes within a particular time frame.

8.7.2

Except where expressly stated in these Terms and Conditions, We exclude all conditions, warranties, terms and obligations, whether expressed or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services.

9. Your Obligations

9.1 Correct information

You must only submit to Us or the Website information (whether contact details or otherwise) which is accurate and not misleading and you must keep it up-to-date and inform Us of any changes.

9.2 Your responsibilities

You must immediately on becoming aware:

9.2.1 cooperate with Us;

9.2.2 provide Us with any information We reasonably require in respect of the Services from time to time;

9.2.3 report any faults or suspected faults with or in the Services to Us;

9.2.4 report to Us any abuse of the Internet (including spam, hacking and phishing) that you consider to have taken place through the use of the Services by any person, and you shall include in such report as much information as you are able to provide to Us relating to the type of abuse that you have witnessed;

9.2.5 be responsible for ensuring that You have the knowledge and expertise necessary to access and make use of the Services;

9.2.6 be responsible for ensuring and you hereby warrant and undertake to Us that, Your use of the Services:

- a) does not infringe the privacy rights or Intellectual Property Rights of any third party;
- b) does not harm Us or bring Us or Our name into disrepute;
- c) is not for the purposes of sending spam or other unsolicited emails;
- d) is not for the purposes of breaching or circumventing the security of any network or Internet user;
- e) does not impose an unreasonable or disproportionately large load on Our infrastructure or the Services (whether or not the Services have “unlimited” elements, such as in relation to Internet traffic or disk usage);
- f) does not interfere with another user’s use of the Services or similar services;
- g) is not defamatory, obscene, abusive, malicious, indecent, harassing or discriminatory;
- h) conforms in all respects will all Applicable Law; and
- i) does not contain any material detrimental to Us or any other user of the Services or similar services, including any viruses, trap doors, back doors, Trojan horses, time bombs, easter eggs, worms, cancelbots or other computer programming routines that are intended to detrimentally interfere with, damage, expropriate or surreptitiously intercept any system, data or personal information;

9.2.7 promptly comply with Our reasonable requests from time to time in connection with these Terms and Conditions;

9.2.8 ensure that the Services are sufficient and suitable for Your purposes and meet Your individual requirements;

9.2.9 at all times, use strong processes and controls to protect the security of Personal Data; such controls must enforce access to Personal Data on a need-to-know basis and also protect against unauthorised observation, change, deletion, corruption, contamination, acquisition or transmission, while at rest or in transit;

9.2.10 where applicable have plans and processes in place for maintenance, oversight and continuous improvement within your organisation; management and responsibility for information security must be a clear priority within Your organisation; and

9.2.11 where applicable ensure that all Your staff are appropriately aware and trained in information security processes and protocols as may be considered reasonable in your industry and operations.

9.3 Restrictions

You must not, whether yourself or in conjunction with anyone else:

9.3.1 manipulate Bookings or transactions in ways that are unfair to Us or other users of the Website and/or the Services; and

9.3.2 use or access the Website and/or the Services in contravention of any Applicable Law.

9.4 Indemnity

You shall indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties, fines and legal and other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with any breach by You under these Terms and Conditions. This indemnity shall apply whether or not you have been negligent or at fault.

9.5 Insurance

Where applicable, You shall take out and maintain in force at Your own cost during the Term of the Agreement between Us and for a period of 6 (six) years after the termination or expiry of the Services such insurance as would usually be effected and maintained by a reasonably prudent person performing equivalent functions and services to You including without limitation (i) Professional indemnity insurance of no less than five million pounds sterling (£5,000,000) for any one claim arising out of a single event and without limit as to the number of claims during the period of insurance; (ii) Public Liability Insurance of no less than two million pounds sterling or the amount specified in an Booking whichever is greater; (iii) Employer's Liability Insurance of no less than ten million pounds sterling (£10,000,000); (iv) Cyber Insurance; (v) Data Protection Law breach Insurance.

9.6 Suspension of the Services

We reserve the right to suspend Our provision of the Services to You if Your use of the Services is having a detrimental impact on Our other customers. Following the decision to suspend any Services, We will contact You with details of the suspension and invite You to remedy the situation if appropriate.

9.7 Charges

In consideration of the provision and performance of the Services to the Customer, the Customer shall pay The Peaceful Pony CIC by bank transfer to the account identified by The Peaceful Pony CIC from time to time by the due date as stated on the invoice. If any amount, in the absence of a dispute, is not paid to The Peaceful Pony CIC by the due date identified in the invoice the Customer shall pay statutory interest (Late Payments of Commercial Debts (Interest) Act 1998) on such sum to The Peaceful Pony CIC as identified and invoiced to the Customer by The Peaceful Pony CIC.

9.8 Late payment

We will send you a reminder for payment of Charges following Us sending an invoice to You. If you have not paid any invoice within 14 days of Us having sent that reminder to You, We will have the right, subject to the application of interest pursuant to clause 9.7 Charges above, to either suspend or terminate the provision of the Services with You without notice in accordance with these Terms and Conditions.

9.9 Increase in Charges:

We may increase any Charges at any time on notice to You of 3 (three) Business Days, with the increase taking effect from the next payment date for the Charges in accordance with Clause 9.7. For the avoidance of doubt this shall include annual increases to the Services. If You do not accept the increase notified to You, You have the right to terminate the provision of Services between Us in accordance with these Terms and Conditions.

9.10 VAT

The price of the Services as listed on the Website or quoted by email excludes VAT, however where applicable you will be charged VAT at the applicable current rate chargeable in the UK. If Your use of the Services is for business purposes and your business is located in a country either in or outside of the European Union that is not in the UK, it is your responsibility to assess and submit VAT (or any local equivalent) to the appropriate authority.

10. Data Protection

10.1 Data Controller and Data Processor

The Parties acknowledge that, for the purposes of Data Protection Laws, we are an independent Data Controller with respect to the processing of billing, utilisation, usage/patterns/counts/statistics, traffic data and other account related information related to You (to the extent it is Personal Data) which is necessary for Us to perform our obligations under these Terms and Conditions, or with respect to any Personal Data held for general business purposes. To the extent that we Process Personal Data on Your behalf under this Agreement, the Parties acknowledge that, for the purposes of Data Protection Laws, You are the Data Controller and We are the Data Processor of any Personal Data. The nature and purpose of Processing is set out in our Privacy Policy, as may be updated by Us from time to time at our reasonable discretion.

10.2 Registrations and notifications

Each Party confirms that it holds, and during the term of these Terms and Conditions will maintain, all registrations and notifications required in terms of the Data Protection Laws which are appropriate to its performance of the obligations under these Terms and Conditions.

10.3 Legal Compliance

Each Party confirms that, in the performance of these Terms and Conditions, it will comply with Data Protection Laws.

10.4 Our obligations

We will:

10.4.1 Process Personal Data during the Term only on documented instructions from You, unless required to do so by Data Protection Laws or any other applicable law to which We are subject; in such a case, we shall inform You of that legal requirement before Processing, unless that law prohibits us to so inform You;

10.4.2 ensure that persons authorised to Process the Personal Data in accordance with these Terms and Conditions are subject to binding obligations of have

committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

10.4.3 take all measures required pursuant to Article 32 of the GDPR in respect of security of Processing;

10.4.4 subject to Clause 10.12 and Clause 10.13, not commission any subcontractor in respect of Processing Personal Data without your prior written consent (such consent not to be unreasonably withheld or delayed), and ensure that any such subcontractor we commission complies with the provisions of this Clause 10 as if it was a Party;

10.4.5 taking into account the nature of the Processing, assist you by putting in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Laws, to the extent that such requests relate to this Agreement and our obligations under it;

10.4.6 assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 (as applicable) of the GDPR taking into account the nature of Processing the Personal Data and the information available to us;

10.4.7 at Your option, delete (to the extent practicable) or return all the Personal Data to you after termination of these Terms and Conditions and/or any Booking entered into under the same or otherwise on your request, and delete existing copies (to the extent practicable) unless applicable law requires our ongoing storage of the Personal Data;

10.4.8 make available to You all information necessary to demonstrate our compliance with this Clause 10, and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you; and

10.4.9 inform You on becoming aware if, in our opinion, an instruction from you infringes (or, if acted upon, might cause the infringement of) Data Protection Laws.

10.5 Notification of Personal Data Breaches

Each Party will notify the other Party as soon as is reasonably practicable if it becomes aware of a Personal Data Breach relating to either Party's obligations under these Terms and Conditions and take all reasonable steps to mitigate the risk of any similar Personal Data Breach occurring in the future. Not disclose any information about or in connection with any Personal Data Breach other than to each other and/or with the express written approval or as required to be disclosed by Applicable Law or by a regulatory/supervisory authority or by court Booking only to the extent that and for the purpose for which such disclosure is required and provided that the other Party shall provide as much notice as is reasonable in the circumstances.

10.6 Impact assessments:

You shall undertake appropriate data protection impact assessments to ensure that Processing of Personal Data complies with Data Protection Laws. We will provide You with reasonable assistance, where necessary and upon Your request, in carrying out any data protection impact assessment and undertaking any necessary prior consultation of the Supervisory Authority.

10.7 Data protection principles

It is Your responsibility to ensure that Personal Data is dealt with in a way that is compliant with Article 5(1) of the GDPR.

10.8 Your obligations:

You shall ensure that:

10.8.1 You are able to justify the Processing of Personal Data in accordance with Article 6(1) of the GDPR (including, where applicable, obtaining any and all consents of Data Subjects required in Booking to commence the Processing), and that you have recorded or documented this in accordance with the record keeping requirements of the GDPR;

10.8.2 where Personal Data falls within the Special Categories of Personal Data, Article 9(2) of the GDPR applies to that Personal Data before Processing takes place;

10.8.3 where Article 9(2) of the GDPR does not apply to any Personal Data falling within the Special Categories of Personal Data, no such data will be sent to Us; and

10.8.4 You have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us for the duration and purposes of these Terms and Conditions and any Booking entered into under the same.

10.9 Our responsibility for compliance

In the event that we:

10.9.1 comply with Your instructions in respect of Processing, We shall not have any Liability (subject to Clause 13.2 (as applicable)) for any damage caused by Processing that Personal Data, or for any consequences in the event that such Processing otherwise infringes Data Protection Laws, to the extent that such damage or consequences result from our compliance with such instructions; and/or

10.9.2 refuse to comply with your instructions in respect of Processing due to concerns that compliance will cause a breach of Data Protection Laws, We shall not have any Liability (subject to Clause 13.2 (as applicable)) for any failure to follow such instructions.

10.10 Indemnity

You agree to indemnify Us and keep Us indemnified and defend Us at your own expense, against all costs, claims, damages, fines or expenses incurred by Us or for which we may become liable, due to any failure by You or Your employees or agents to comply with this Clause 10.

10.11 Privacy Policy and Cookies Policy:

Please see our Privacy Policy and Cookies Policy which form part of these Terms and Conditions and/or any Booking entered into under the same.

10.12 Subcontractors for Processing

You authorise Our engagement of third parties as subcontractors for the purposes of Processing; in the event that we contract with such subcontractors in accordance

with the requirements of Data Protection Laws. Your entry into these Terms and Conditions including any Booking entered into under the same will constitute your prior written consent to that subcontracting by Us in respect of the relevant Processing.

10.13 New subcontractors for Processing

In the event that we engage any new subcontractor for the purposes of Processing during the Term of these Terms and Conditions, we will inform you at least 1 (one) month in advance of the engagement commencing, together with relevant information relating to that subcontractor and its operations. You may object to that engagement by contacting us, and, as your sole and exclusive remedy for such engagement, terminate these Terms and Conditions and/or any Booking entered into under the same.

10.14 Intellectual Property Rights

10.14.1 What We own:

You acknowledge that We own all Intellectual Property Rights in the Services and any rights arising out of any works arising in connection with the Services;

10.14.2 We grant to You a non-exclusive licence to Use the Services to the extent necessary for You to receive the provision of the Services from Us.

10.14.3 The Peaceful Pony CIC is the absolute legal and beneficial owner of the name, logo and any other name or logo owned by The Peaceful Pony CIC from time to time (“The Peaceful Pony **Trade Marks**”). You shall not have any right to use or reproduce any The Peaceful Pony TradeMark.

10.15 Termination by us on Notice

10.15.1 We may terminate these Terms and Conditions and/or any Booking entered into under the same between us in relation to the provision of Services at any time by giving You not less than 30 (thirty) day’s notice.

10.15.2 We may provide You with immediate Notice to terminate these Terms and Conditions and/or any Booking entered into under the same between Us in the event that You:

- a) do not make any payment to Us when it is due and you still do not make payment within 14 (fourteen) days of Us reminding you that payment is due;
- b) do not, within a reasonable amount of time of Us asking for it, provide Us with information that is necessary for Us to provide the Services;
- c) are in breach of any of Your obligations under these Terms and Conditions;
- d) are unable to pay Your debts when they fall due;
- e) have a petition for administration or winding up proceedings;
- f) have a receiver or manager appointed over any of Your property or assets;
- g) are the subject of a bankruptcy petition;
- h) enter into any composition with creditors generally; and/or

i) take or suffer any steps preparatory to the situations set out in Clauses 10.15.2c to 10.15.2h, or if any distress or execution is levied or threatened on any of your property or assets.

10.16 Event Outside Our Control

We may terminate these Terms and Conditions and/or any Booking entered into under the same in accordance with Clause 15.3.

11. On termination

11.1 In the event that these Terms and Conditions and/or any Agreement between us in relation to the provision of Services is cancelled or terminated:

11.1.1 we will cease to provide any relevant Services to You; and

11.1.2 the accrued rights, remedies, obligations and liabilities of Us and You as at cancellation or termination shall not be affected, including the right to claim damages for any breach of these Terms and Conditions and/or any Booking entered into under the same which existed at or before the date of cancellation or termination.

12. Post-termination

Termination of these Terms and Conditions shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

13. Limitation of Liability

13.1 This Clause 13 prevails over the Agreement in place between Us and sets forth Our entire Liability, and your sole and exclusive remedies, in respect of performance, non-performance, purported performance, delay in performance or mis-performance of these Terms and Conditions and/or any Booking entered into under the same.

13.2 We shall not exclude or limit our Liability for:

- our fraud; or
- death or personal injury caused by our Breach of Duty; or
- any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- any other Liability which cannot be excluded or limited by applicable law.

13.3 Subject to Clause 13.4, we do not accept and hereby exclude any Liability for Breach of Duty other than any Liability arising pursuant these Terms and Conditions and/or any Booking entered into under the same.

13.4 For the avoidance of doubt, We exclude any Liability in respect of any:

13.4.1 indirect or consequential losses, damages, costs or expenses;

13.4.2 loss of actual or anticipated profits;

13.4.3 loss of contracts;

13.4.4 loss of use of money;

- 13.4.5** loss of anticipated savings;
- 13.4.6** loss of revenue;
- 13.4.7** loss of goodwill;
- 13.4.8** loss of reputation;
- 13.4.9** loss of business;
- 13.4.10** ex gratia payments;
- 13.4.11** loss of operation time;
- 13.4.12** loss of opportunity;
- 13.4.13** loss caused by the diminution in value of any asset; or
- 13.4.14** loss of, damage to, or corruption of, data;

whether or not such losses were reasonably foreseeable or We or Our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 13.4.2 to 13.4.14 (inclusive) apply whether such losses are direct, indirect, consequential or otherwise.

13.5 Subject to Clause 13.2, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of:

- 100% of all amounts paid in aggregate, by You to Us under these Terms and Conditions and any Agreement between us in the 12 months prior to the date on which the claim first arose; or
- £4,000.

The limitation of Liability under Clause 13.5 has effect in relation both to any Liability expressly provided for under these Terms and Conditions and/or any Booking entered into under the same and to any Liability arising by reason of the invalidity or unenforceability of any term of these Terms and Conditions and/or any Booking entered into under the same.

You acknowledge and agree that We only provide the Services to You on the express condition that we will not be responsible, nor shall we have any Liability (subject to Clause 13.3) directly or indirectly for any act or omission of You or any third party.

14. Notices

14.1 Any notice given to either Us or You by the other under or in connection with this Agreement shall be in writing, addressed (as applicable) to Us at our registered office or addressed to You at such address as you may have specified to Us from time to time, and shall be delivered by email, personally, sent by pre-paid first class post, recorded delivery or commercial courier.

14.2 A notice shall be deemed to have been received: if sent by email or delivered personally, when sent or left at the last notified address provided done on a Business Day during Business Hours. If not, the next Business Day shall be the date of receipt. If sent by pre-paid first class post or recorded delivery, at 9.00 am on the

second Business Day after posting; and, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, provided it is done on a Business Day during Business Hours. If not, the next Business Day shall be the date of receipt.

15. Events Outside Our Control

15.1 Subject to Clause 13, We will not have any Liability or be responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions and/or any Booking entered into under the same between Us that is caused by an Event Outside Our Control.

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:

15.2.1 we will contact you as soon as reasonably possible to notify You of the Event Outside Our Control; and

15.2.2 our obligations under these Terms and Conditions and/or any Booking entered into under the same will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our performance of our responsibilities under these Terms and Conditions and/or any Booking entered into between Us under the same, we will restart the performance of those responsibilities as soon as reasonably possible after the Event Outside Our Control is over.

15.3 We shall have a right to terminate these Terms and Conditions and/or any move any Booking made under the same in the case of an Event Outside Our Control, in which case such termination and/or rescheduling of any Booking by Us shall have immediate effect.

16. Retention of Records

We shall keep a record of your Booking and these Terms and Conditions until 6 (six) years after You submit Your Booking to Us through the Website. However, for your reference in future, We recommend that You print and keep a copy of these Terms and Conditions and/or any Booking entered into under the same including the Booking Confirmation.

17. Complaints Procedure

We value your satisfaction with the Website and the Services. If You have a complaint, please contact us either directly and/or through the Website. We will try to address any such complaints You may have as soon as reasonably possible. If You feel that Your complaint was not addressed to Your satisfaction, then you may escalate Your complaint by means of a notice to Us in accordance with these Terms and Conditions. Upon receipt of such notice, your complaint will be assessed by a company director and a full response will be made within 30 Business Days of receipt.

18. General

18.1 A person who is not Us or You shall not have any rights under or in connection with these Terms and Conditions and any Booking entered into under the same.

18.2 These Terms and Conditions are personal to You. You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, these Terms and Conditions and/or any Booking entered into under the same or any right, benefit or interest under it, nor transfer, novate or subcontract any of your obligations under it, without Our prior written consent (such consent not to be unreasonably withheld or delayed).

18.3 We may transfer Our rights and obligations under these Terms and Conditions and/or any Booking entered into under the same to another organisation, and We will always inform You if that happens, but this will not affect Your rights or Our obligations under these Terms and Conditions and/or any Booking.

18.4 If We fail to insist that You perform any of Your obligations under these Terms and Conditions and/or any Booking entered into under the same, or if We do not enforce our rights against You, or if we delay in doing so, that will not mean that We have waived our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that we will automatically waive any later default by You.

18.5 Each of the provisions of these Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.

18.6 Nothing in these Terms and Conditions and/or any Booking entered into under the same shall constitute a partnership or employment or agency relationship between Us and You.

18.7 Subject to clause 18.9 below, any question, dispute or difference, which may arise concerning the construction, meaning, effect or operation of these Terms and Conditions and/or any Booking entered into under the same or any matter arising out of or in connection with the same shall be escalated internally between the Parties to resolve the matter in the first instance.

18.8 These Terms and Conditions and/or any Booking entered into under them and any dispute or claim arising out of or in connection with the same (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

18.9 Subject to the dispute resolution procedure provided for under clause 18.7 above, You 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 or its subject matter or formation.