

Terms and Conditions

A copy of these terms and conditions can be downloaded from our website – <http://www.iknow-corporate.co.uk/about-us/>

iknow-uk Limited (“iknow-uk”) is a company registered in England and Wales. Full contact details are on the contact page of the website.

Any reference in these Terms and Conditions to “customer”, “you” or “your” is a reference to the person, partnership, limited liability partnership, company or corporate or unincorporated body providing the accommodation to be listed on the iknow-uk website. iknow-uk maintains its business marketing online websites as a service to its customers by allowing reservation requests to be set via the internet. **By using the web marketing tools owned and operated by iknow-uk either as a paying customer**, you are agreeing to comply with and to be bound by the following Terms and Conditions, (which iknow-uk reserve the right to amend from time to time) which are incorporated into any agreement or contract between iknow-uk and you. For the avoidance of doubt the iknow-uk Editorial Guidelines, Copyright Statement and Payment Policy are incorporated into these Terms and Conditions.

UK Law

iknow-uk controls its websites from its offices in Lancashire UK. The websites can be accessed from all countries around the world. As each of these countries has laws that may differ from those of England and Wales both you and iknow-uk agree that the statutes and laws of England and Wales shall apply to the use of iknow-uk websites and any agreement or contract between the parties (including the free trial period) and further irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction. iknow-uk is registered under the Data Protection Act 1998 and you acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and that personal data will be processed by and on behalf of iknow-uk. It is agreed that the Contract Rights of Third Parties Act 1999 shall not apply to any agreement or contract you have with iknow-uk.

Customer Service Obligations

Visitors to iknow-uk are your potential guests and it is vital that they have good experience so they continue to return, send enquiries, make bookings and recommend the sites. We require customers to maintain good levels of customer service by agreeing to reply to all email enquiries received, promptly. We stipulate a maximum timescale of 48 hours. If, however, an individual response is not possible, an automated email reply should be set up with an indication of when the enquirer can expect a response so they can seek alternative accommodation if required. It is recognised that failure to reply to enquires within this time-frame produces very low booking conversions.

iknow-uk service

iknow-uk is continually seeking to improve the services offered to its customers, and to those who view the iknow-uk websites. In this regard you confirm and agree that iknow-uk is permitted to amend the appearance and usability of the iknow-uk websites at any time including formatting and processes used by iknow-uk in providing its websites and/ or services. For the avoidance of doubt,

iknow-uk often uses search criteria and categorisation to assist website users in identifying suitable accommodation, and as such, you agree to iknow-uk applying such search criteria and categorisation to your property or accommodation, which includes but is not limited to search criteria and categorisation based on room price.

Use of text and images

iknow-uk is relying upon you to provide details of the property/ accommodation you wish to be shown on iknow-uk websites. In this regard you warrant that all content, artwork and/ or photographs supplied to iknow-uk in order to create a listing are copyright free and do not infringe the intellectual property rights of any third party, howsoever arising. This includes any text and images which we use from your own website. You further agree to indemnify iknow-uk from all claims, (including but not limited to costs (including legal fees), liabilities, awards, penalties and damages) incurred or suffered by iknow-uk by reason of a breach of the warranty contained in this clause. You agree and authorise iknow-uk to use any such content, artwork and/ or photographs supplied to you, including any such content, artwork and/ or photographs which appears on your website for free and in any manner related to the promotion of iknow-uk and its marketing tools and services. You further agree and undertake with iknow-uk that you will not alter after the termination or determination of any agreement or contract you have with iknow-uk (including the free trial period) use (whether directly or indirectly) any intellectual property of iknow-uk, nor will you register or seek to register any URL with the name "iknow" (whether or not including the hyphen or any such other grammatical term).

Copyright of iknow material

Unless indicated to the contrary, all materials and intellectual property on iknow-uk web online marketing sites including concept, design, text, graphics, photographs, HTML, code and programming are the copyright of iknow-uk limited. You are permitted to access, download and print pages from the materials on temporary basis for the sole purpose of viewing them for non-commercial personal or education purposes provided that you do not, without the prior written consent of iknow-uk limited, otherwise:

Copy reproduce, publish, post, transmit, distribute or download the materials in any kind of medium; Extract from, manipulate, alter or modify the materials in any way; Interfere with any copyright notice originally attached to the materials; Store the materials in any medium including extraction into any other database, computer program or website; Broadcast, display, perform or present the materials publicly; Rent, lease or lend the materials; Commercially publish or exploit the materials in any manner.

iknow-uk limited reserve the right to use all mechanisms at its disposal to trace downloaded iknow-uk limited material for the purposes of protecting copyright. In using the materials you warrant to iknow-uk that you will not infringe its intellectual property rights nor will you breach the intellectual property rights of any third party.

To request iknow-uk limited's written permission to use the materials from any web online marketing site for any prohibited purpose, send an email to copyright@iknow-uk.com, or write to iknow-uk limited at our Postal Address. Please note that iknow-uk limited is not obliged to give you

any such permission. Please send an email to copyright@iknow-uk.com notifying us of the use of any material found on another site that you believe originates from an iknow-uk website.

General information – All transactions with iknow-uk are in GBP. iknow-uk holds a consumer credit licence.

Payment Policy

We offer a variety of methods, including cheques, bank transfer, direct debit, debit card and credit card. Our normal credit terms are 14 days. Late payment will result in your listing being suspended until payment is received. If the suspension lasts for a period of more than 1 month we have the right to terminate the agreement. We reserve the right to recover costs relating to your time on the site.

Renewals

Payment for renewals is due on or before the renewal date. We will contact you well in advance of this date to advise you on the prices and terms for the coming year.

Debt Collection

Where customers fall outside our payment terms we use a debt collection agency. We reserve the right to add an administration fee of £25 and recover our debt collection fees.

Direct Debits

By giving us your account details you are authorising monthly payments to be taken in respect of this invoice. If payments are stopped you will still be liable for the full amount of the invoice (except in exception circumstances covered in "Cancellation" below) and subject to a £25 administration charge.

Cancellations

All customers are committed for a fixed term on the site when they sign up, usually 12 months. Only in very exceptional circumstances can this be changed and at the sole discretion of iknow-uk. If a shortened term is agreed the customer will be charged pro-rata for the time on the site plus two months in order to cover administration costs.

A customer can remove their listing from an iknow-uk website at any time but will not receive any refund of fees paid.

Availability of Service

iknow-uk makes every effort to ensure that its website are always available. However there may be occasions where one or more of the sites cannot be accessed. These occasions will normally be less than 0.5% of time in any one year. In the event of downtime occurring, in excess of 0.5% of time in any one year which is not a force majeure event (as defined below) there is a limit of liability as outlined in the Limit of Liability section. It is agreed that iknow-uk shall have no liability to you or any third party if it is prevented from or delayed in performing its obligations or services or from carrying on its business by acts, events, omissions or accidents beyond iknow-uk's reasonable control,

including to but not limited to strikes, failures of a utility service or transport network, act of God, fire, flood, storm, war, riot, civil commotion, malicious damage (including computer hacking), compliance with any law or governmental order, rule regulation or direction (“force majeure event”)

Limit of Liability

Although great care is taken in compiling the iknow-uk websites, iknow does not warrant the accuracy or completeness of any of the data or information appearing on the iknow-uk websites and/ or in the iknow-uk service provided. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluding from any agreement or contract you have with iknow-uk, save that nothing in these Terms and Conditions limits or excludes the liability of iknow-uk for the death or personal injury, or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by iknow-uk or from any such other liability which is unlawful to exclude or limit.

Subject to the provisions of the immediately preceding clause above:-

- A) In no event shall iknow-uk be liable for any loss of business, loss of profits or depletion of goodwill, or any indirect or consequential loss which arises out of or is in any way connected with an iknow-uk website being unavailable, and/ or any breach by iknow-uk of any agreement or contract between iknow-uk and you; and
- B) iknow-uk’s total liability (howsoever arising) shall in no event exceed, in the aggregate, the subscription fee and service charge for accessing the iknow-uk system and services paid by you with the respect to which liability is found. For the avoidance of doubt the foregoing limitation of liability shall apply to both contract and negligence claims.

Termination

Without prejudice to any other rights or remedies which iknow-uk may have, iknow-uk may terminate any agreement or contract it has with you, without liability to you, immediately on giving notice if you:

- A) You are a company or other incorporated body and an order is made or a resolution is passed for your winding up, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order; or
- B) An order is made for the appointment of an administrator to manage your affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator, or a notice of intention to appoint an administrator is given by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- C) A receiver is appointed of any of your assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of you; or
- D) You make any arrangement or composition with your creditors, or make an application of court of competent jurisdiction for the protection of your creditors in any way; or
- E) You are an individual, and you have a bankruptcy order made against you or you make any arrangement or composition with your creditors, or otherwise take the benefit of any

statutory provision for the time being in force for the relief for the relief of insolvent debtors.

Changes

iknow-uk limited reserve the right to make reasonable changes to the terms and conditions at any time during the contract. We will only do so when we have good reason. We will publish a notice on our website and provide a link from the main page. The changes will apply from the date shown on the notice. You should visit our website regularly to find out about any changes.

Company number: 4687411

VAT Registration No: 803104683