

## **Customer Terms and Conditions - Business Marketing Online Websites**

### **Introduction**

iknow-uk. Limited ("iknow-uk") is a company registered in England and Wales. Full contact details are on our [Contact iknow-uk page](#).

Any reference in these Terms and Condition 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 websites.

iknow-uk maintains its business marketing online websites as a service to its customers by allowing reservation requests to be sent via the Internet. By using the web marketing tools owned and operated by iknow-uk either as a paying customer or on a free trial basis, you are agreeing to comply with and be bound by the following Terms and Conditions, (which iknow-uk reserves 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.

### **iknow-uk Web Marketing Tool Customers**

Customers of our site are accommodation providers normally, but not exclusively, in the following categories: hotel, b&b, guest house, holiday cottage, pubs & inns, holiday flats, apartments, holiday parks and caravan parks.

iknow-uk provide web internet marketing and online advertising services for hotels, b&bs, guest houses, holiday cottages, pubs & inns, holiday flats, apartments, holiday parks, caravan parks and other accommodations through our web marketing tool of regional directories. Find out more about [our products](#). The advertising is delivered through our award winning regional accommodation directories. More details can be obtained through our [corporate website](#).

### **iknow-uk Free Trial**

iknow-uk are happy to offer a free trial to any prospective customers (maximum 1 free trial only) on a no obligation basis, subject to these Terms and Conditions. For the avoidance of doubt the free trial period will end automatically after one calendar month on established iknow-uk websites and 3 calendar months on new iknow-uk websites and you will not be charged for the free trial period. iknow-uk will be happy to advise you whether the proposed website which the free trial is to take place on is an established or new iknow-uk website. If you do wish to subscribe to the full iknow-uk services, whether during or after the free trial period, then please contact iknow-uk as soon as possible.

Regardless of any contact or agreement between you and iknow-uk there is no obligation in taking the free trial. No invoice will be issued or subscription purchase assumed. If for what ever reason iknow-uk cannot contact a potential customer at the end of the trial the trial will be stopped and the listing removed with no charge resulting.

### **Customer Service Obligations**

It is a condition of using the iknow-uk services (including a free trial) that iknow-uk customers are required to maintain good levels of customer service. You agree and confirm that all email enquiries received via the iknow-uk services will be dealt with within a maximum of 48 hours, although good business practice would be well within 4 hours.

### **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 any 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/accommodation, which includes but is not limited to search criteria and categorisation based on room price.

### **Payment**

Except in the case of a free trial (as described above) by agreeing to receive the iknow-uk services you agree to the payment terms of iknow-uk as set out in our [payment terms](#).

### **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 by 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 web marketing tools and services.

You further agree and undertake with iknow-uk that you will not after the termination or determination of any agreement or contract you have with iknow-uk (including any 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-uk material**

Please see our [copyright statement](#).

### **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.

## **Availability of Service**

iknow-uk makes every effort to ensure that its websites 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 but not limited to strikes, failure of a utility service or transport network, act of God, fire, flood, or 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-uk 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, excluded 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 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 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 to you if:

(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 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 to a 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 of insolvent debtors.