

Terms and conditions

DEFINITIONS

"iknow-UK" is the trading name of Rest Easy Group Limited, Company No. 08774859.

"Owner, Owners" means the owner(s) of the holiday accommodation.

"The Agent, Agency" means the company responsible for representing, managing and booking properties listed on Rest Easy Group websites.

"Hirer, guest or guests" means the person who is renting the owner's holiday accommodation and whose name appears on the booking form and the booking confirmation. The Hirer must be an adult person permitted to enter into legally binding contracts under English Law.

"iknow-UK", "The Company" is the business acting on behalf of Owners and The Agents solely as a marketing and advertising service. It is not contractually responsible to the Hirer for their booking, their holiday contract is with the Owner or Agent, facilitated by the Company.

"Provisional" is where dates for a specific property have been reserved by the Hirer but for which a confirmation notification has not yet been issued by the Owner or Agent.

"Confirmed Reservation" is where either the required deposit or full rental payment along with the booking fee has been received by the Owner or Agent.

"Booking" is sometimes used in place of the word reservation.

"Damage Deposit" This is an amount required by the owner to cover any damage, breakages, or cost of additional time spent cleaning where a property is not left in a reasonable state. The amount required is set by the Owner or Agent and will therefore vary from property to property. Also, where the cost of such damage, breakages etc. exceeds the amount of the Damage Deposit then the Hirer will be liable for paying these further amounts on written request. This deposit is refundable to the Hirer either in part or in full depending upon whether notification of a claim has been made by the Owner or Agent.

"Damage Deposit Waiver" This is a non-refundable one-off payment which the Hirer may opt to pay in place of the Damage Deposit when making their reservation, some properties do not have this option. This covers the Hirer for the cost of any damage, breakages, or cost of additional time spent cleaning the property where it is not left in a reasonable state, up to the value of the Damage Deposit amount for the specified property. Where the cost of such damage, breakages etc exceeds the amount of the property's Damage Deposit then the Hirer will be liable for paying these further amounts on written request. NB: The Damage Deposit Waiver only covers the Hirer for accidental damage, it does not cover the Hirer when the Owner or Agent makes a claim due to either malicious damage or inappropriate use of

the property, its fixtures, fitting or contents by either the Hirer or other guests using the property during the contracted period.

“Website” is www.iknow-uk.com

SPECIFIC TERMS AND CONDITIONS

1. iknow-UK, (The Company) acts solely as a marketing, advertising and bookings service. It facilitates the reservation of the Hirer's chosen holiday accommodation between the Hirer and the Property Owner or The Agent.
2. Formation Of Contract. A binding contract between the Hirer and the Owner or Agent of the holiday accommodation shall be entered into on the website issuing the Hirer with their Booking Confirmation stating the Booking Reference Number, full details of the reservation, including property directions, access details and contact numbers. This will usually be by email but where posted, the Hirer should allow up to three working days for delivery. All monies paid as rent or for additional services are passed to the Owner or Agent of the reserved property or (where appropriate) to the third party service provider, less any charges the Company may make against the Owner or Agents account. In the event of rental or service refund being due for what ever reason this is done directly via the Owner or Agent and Hirer. For guests who book last minute over the telephone and do not complete an on-line booking form it will be assumed they have had sight of and agree to all terms and conditions. Provisional reservations may be cancelled by either the Agent or Owner during this period without penalty.
3. It is expressly implied that by making the booking, the Hirer is authorised to do so on behalf of all parties staying at the Property and that all adults staying at the Property are jointly and severally liable under the terms of the contract.
4. The on-line Booking Form must be completed as fully as possible, not just the mandatory sections, including the number of guests in each category, adults, children (under 16 yrs of age) & infants (under 2-years of age). The same requirement exists where our staff complete the reservation details on behalf of the Hirer.
5. Payment Reservations will only be accepted when accompanied by the appropriate payment, either deposit or payment in full.
 - a. Reservations shall only be confirmed to the Hirer by the Owner or Agent on receipt of the completed booking form, together with either full payment of all charges or; a deposit of one third of the property rental cost, the booking fee and, when selected for immediate payment, the Damage Deposit or Damage Deposit Waiver payment.
 - b. Where an initial deposit payment is made, the balance of the full cost of the holiday, including the Damage Deposit or Damage Deposit Waiver (if not paid with the deposit) and any other fees or charges for services and items, as requested by the Hirer shall be payable no later than six or eight weeks before

the commencement of the holiday, depending on the booking conditions of the individual property.

- c. If the Hirer books the holiday less than six or eight weeks before its commencement, the full charge of the holiday, the Damage Deposit or Damage Deposit Waiver, where available, booking fee and any other agreed charges shall be payable to finalise the booking.
 - d. Within 2 minutes of submitting a booking request, the Company will send a Booking Confirmation by email. This will include full details of the reservation including dates, total cost and party details. The Hirer is then responsible for the balance of the full cost of the holiday.
 - e. If an error is made on the confirmation against published prices we reserve the right to alter and recover any undercharges at any time.
 - f. Failure to make a final payment of the balance of rental, Damage Deposit or Damage Deposit Waiver, and any other agreed costs or fees within the specified time will result in cancellation of the booking, payments already made will be forfeit, and the property made available for re-letting. Additionally, the Hirer will remain liable for any outstanding balance due.
 - g. All payments, unless otherwise specified, are to be made directly to the Owner or Agent of the relevant property.
 - h. Six or eight weeks (depending on the property) prior to the arrival date, where an outstanding balance remains payable, a reminder will be sent (by email where possible) together with a link to the secure on-line payments page. Payment of the outstanding amount must then be made no later than 6 weeks prior to the arrival date.
6. Property Owners and Agents may require either a Damage Deposit, or Damage Waiver (where available), to be paid prior to commencing the holiday. The amounts vary with different properties and will be indicated on the booking form. If the reservation is made more than six or eight weeks prior to arrival date the Hirer can opt to pay the damage deposit or damage deposit waiver at any time up to and no later than the six or eight week date. If the reservation is made within six or eight weeks of the arrival date the damage deposit or damage deposit waiver must be paid immediately. These choices are indicated on the booking form. Payment may be made either by debit/credit card using the secure on-line facility or by contacting our office staff.
7. The Damage Deposit is refundable provided the Owner or Agent does not make a claim, the Damage Waiver fee is a non-refundable option. NB: The Damage Deposit Waiver only covers the Hirer for accidental damage, it does not cover the Hirer when the Owner or Agent makes a claim due to either malicious damage or inappropriate use of the property, its fixtures, fitting or contents by either the Hirer or other guests using the property during the contracted period. Where no claim is made the Damage Deposit value will be refunded in-full 10 days after the Hirer's departure.

Where a claim is made the Owner or Agent, at their sole discretion, may utilise some or all of the damage deposit to cover any damage, breakages or cost of additional time spent cleaning where a property is not left in a reasonable state – please see full Terms and Conditions. The Owner or Agent is required to contact the Hirer explaining the reason. If only part of the damage deposit amount is claimed the remainder will be refunded to the Hirer 10 days after the Hirer's departure. Please note that the Hirer is responsible for any and all damage and should this exceed the amount of the Damage Deposit the Owner or Agent is entitled to full reparation of any costs he or she may incur. Any dispute will have to be taken up directly with the owner of the property.

Arrival and Departure: Properties are available from 16.00 hrs on the day of your arrival and must be vacated by 10.00hrs on the day of the departure. Some properties may vary slightly in start and departure time, this will be advised on your booking confirmation.

8. Access to the property: This information will be given to the hirer directly by the Owner or Agent of the relevant property. Typically access is granted between 2pm – 4pm with checkout between 10am – Midday. On departure you must ensure the property is secured and the keys returned as indicated on the details of your booking confirmation.
9. Care of the property: A condition of acceptance of any booking is that the Hirer and any other occupants will take good care of the property and its contents, and that it is left in a clean and tidy state. The care is to include all furnishings, utensils, crockery linen and a general state of cleanliness on departure, and though you might not be charged for minor breakages, you are responsible for all damage or breakages and their cost shall be payable on demand.
10. Pets: In all cases you must inform the Company of any pets you wish to bring. In most cases there is a small additional charge per pet. Pets must not be left unaccompanied and able to roam free in the property or its grounds. You must restrict your pet to common areas - not in bedrooms, nor on furniture. On departure there must be no evidence of the pet, either inside the property or gardens - please POOP SCOOP. No nuisance or annoyance is to be caused to neighbours. Failure to comply with these requirements may result in immediate termination of your holiday without refund. Any permanent damage caused by a pet e.g. extra cleaning, or repair/replacement of damaged items will incur a charge payable in full or part. See Damage Deposit and Damage Deposit Waiver section for details. Where a property states no pets are allowed you must on no account bring one to the property or its grounds. By doing so the Owner or Agent reserves the right to refuse access and terminate the reservation without any refund. Where a property states no pets are allowed it should be noted that this does not exclude the owner or the owner's personal friends or family from bringing their pets to the property.
11. Number of persons occupying the property & party make up: The number of persons using the property (except for babies under 2 years) shall not exceed the maximum

number as stated in the individual property descriptions, unless otherwise arranged with the Owner or Agent and indicated on the Booking Confirmation. The Owner Agent is entitled to refuse admission to any persons or pets in excess of the maximum numbers indicated on the property page on our website, and/or not indicated on the final copy of your Booking Confirmation. The Owner or Agent reserve the right to refuse, curtail or terminate any reservation which, in their opinion, by reason of number of guests or composition of the party may be unsuitable for the property. All monies paid will become forfeit. Under no circumstances do we allow stag nights or hen parties.

12. Alternative Accommodation: In the unlikely event that, before you receive the booking confirmation, the property has become unavailable the Company will make every effort to contact you quickly. If a card payment has been processed, any monies received will be refunded to the hirer's card account in full. Should a confirmed and booked property become unavailable, the Owner or Agent will endeavour to offer suitable alternative accommodation of a similar type, standard, rental and location. If the offered alternative is not acceptable to the Hirer, or the Agent is unable to offer a suitable alternative, the owner will refund all monies made and liability shall be limited to the extent of monies paid by the Hirer.
13. Property Descriptions. We believe the information contained on the Website to be correct. The Owner or Agent verifies their property's descriptions, photographs & inventory as being a fair, informative and accurate representation of their property. It is the responsibility of the Hirer to ask for clarification, prior to booking, of any points, items or matters that may not be covered in the description that are of importance to their stay.
14. Alterations. The Company reserves the right to make, where it feels necessary, any alterations, inclusions, or deletions to information published on its Website. Occasionally, Owners or Agents may make changes to the properties which the Company may not have been able to update on their website or have notified to you prior to your reservation having been made. The Owner or Agent is responsible for ensuring such changes are only of a beneficial nature and would be deemed fit for purpose. On this premise, the Hirer has no recourse to request any refund. Where a free service is included such as leisure club, welcome packs, Wi-Fi broadband internet connection, telephone, etc. and these become unavailable or modified, the Owner or the Agent will not be liable to refund or compensate the guest.
15. Use of amenities and facilities: The use of any amenities or facilities of the property, by the Hirer or members of their party, or any invited guest is entirely at their own risk.
16. Access: The Owner or Agent, his/her local representative and shall be allowed access to the property at any reasonable time during the holiday occupancy. Where it is agreed a tradesperson is required to effect a repair or replacement at the property, they also shall be provided with reasonable uninhibited access.

17. Insurance: Due to FSA rules the Company is unable to provide or sell cancellation insurance. We strongly recommend guests seek some form of cancellation and or travel cover as cancellation of the holiday will mean loss of either deposit or the full amount, if paid. Further, where the holiday is not fully paid, depending on the time a cancellation (see clause 18 below) is made the holidaymaker may well be liable for any balance due. Guests should be sure that any insurance taken covers all eventualities including travel and road conditions as owners are not liable for circumstances that may prevent you accessing the property.

18. **Cancellation:**

- a. If the Hirer has to cancel the holiday for any reason then the cancellation conditions set by the Owner or Agent is automatically enforced. Please refer to the cancellation conditions of the property upon confirmation of booking.
- b. Where a Hirer has holiday insurance, and requests in writing that they wish to make a claim against that insurance for their unrecovered losses due to the cancellation, the Owner or Agent will provide the Hirer with booking confirmation details indicating non-refunded payments made by the Hirer.
- c. Non payment of the booking cost due as outlined in Condition 5 of the Terms and Booking Conditions will be treated as a cancellation and the Owner or Agent will treat the property as available for re-letting.

19. **Complaints:**

- a. Should the Hirer have cause for complaint this must be reported immediately (whilst still resident at the property) to the Owner or Agent or their Local Representative and the Owner or Agent so that the matter can be investigated fully, allowing the opportunity to try to correct and make good the problem. A complaint not reported until after you return home will not be considered as, by then, you will appreciate it would be difficult to investigate and/or have the opportunity to rectify. Any notifications after your holiday has ended cannot be considered in relation to a request for compensation. Should a complaint remain unresolved you must address the complaint to the Owner or Agent.
- b. Should an item fail or the property and furnishings suffer some wear and tear, every effort will be made to effect a speedy repair, but it must be understood that this is not always possible as Owners and Agents and their Local representatives are subject to third party availability and that replacement items or spare parts may need to be ordered. Should an item remain unrepaired this will not automatically warrant a refund or compensation as the item/items form only a part of the overall accommodation, except where the problem renders the property as unsuitable accommodation. Should a failure be deemed by the Owner or Agent to render the property unsuitable for occupation then the Hirer and all members of their party must terminate occupation in order to seek any refund which will be limited to only the rental paid.

- c. Force Majeure. In the event of failure of services or facilities at the hired Property which are outside of the Owner's or Agents control, e.g. electricity, gas, water, telephone, broadband connectivity, terrestrial and satellite TV signal etc., attractions and facilities outside of those of the property, any leisure activities promoted on the Website, and weather conditions that affect travel; then the Agent or Owner will not be held responsible or liable in full or part for refund or compensation, this save where a property is deemed unsuitable for use, e.g. fire or flood when the liability will be only to a maximum of the rental paid. The Owner or Agent or the Company shall have no liability to the Hirer or any member of their party under these Conditions if they are prevented from, or delayed in performing, their obligations under these Conditions or from carrying on their business by acts, events, omissions or accidents beyond their reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Owner or Agency or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- d. In the event of a complaint not being resolved to the satisfaction of both the Owner or Agent and Hirer, the Hirer must then take issue, legal or otherwise, directly with the Owner of the property.

20. Limitation of Liability:

- a. Non of our terms & conditions deny the Hirer, the Owner or the Agent or the Company their statutory rights.
- b. Where loss or damage arises from breach of contract, negligence, misrepresentation, or otherwise the Company shall not be under any liability to the Hirer or to third parties for any loss or damage howsoever arising.
- c. No liability shall be accepted by the Company for oral representations made by employees of the Company.
- d. The Company makes no warranties or representations as to the state of the property beyond condition at the time of the most recent inspection by the Owner or Agent.

- 21. Data Protection.** The Company will use the personal data of the Hirer and members of the party for the purpose of processing the booking enquiry and for carrying out the Company's obligations in accordance with the Contract. The Company will also pass on such information relating to the reservation to the Owner or Agent, and/or their Local Representative that is required in order that they may fulfill their obligations under the Contract. The Company will not, under any circumstances, pass on personal data relating to the Hirer, other members of their party, or the Owner or Agent to any third party for the pursuance of marketing and advertising activity by such third parties.

22. Governing Law and Jurisdiction:

- a. The Contract and these Conditions, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the Law of England and Wales.
- b. The Parties irrevocably agree that the Courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract, these Conditions or its subject matter.

23. Third Party Bookings. Some Bookings on the Website are made via trusted third parties such as Booking.com, Travelodge or directly with owners. By completing Bookings with these third parties, you are agreeing to their specific terms and conditions which will be made clear to you prior to booking.

TERMS OF SERVICE FOR ADVERTISERS

Renewals

Payment for renewals is due on or before the renewal date. We will contact you at least 2 weeks in advance of this date to advise you on the prices and terms for the coming year.

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 website, 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 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:-

1. 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
2. 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:

1. 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
2. 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
3. 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
4. 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
5. 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 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: 08774859

VAT Registration No: 201864825