

ACCOMMODATION TERMS AND CONDITIONS

(Please read carefully as they set out our respective rights and obligations).

1 AWAY WITH THE KIDS AND/OR GROWN UP GETAWAYS

1.1 Away with the Kids and Grownup Getaways are online reservation platforms made available through our websites at awaywiththekids.co.uk and grownupgetaways.co.uk, through which customers ("Guests") can make reservations to stay at the Accommodation ("Reservations").

1.2 When a Guest makes a Reservation through Away with the Kids and/or Grownup Getaways they enter into a direct legally binding contractual relationship with the Accommodation Provider and the Accommodation Provider is responsible for fulfilling the Reservation at the Accommodation and the Guest is responsible for paying the Accommodation Provider for that Reservation.

1.3 Away with the Kids and/or Grownup Getaways and the Service (as defined below) are operated by The Away Group Ltd ("we", "us", "our"), a company registered in England and Wales. Our company registration number is 11278938, whose registered office address is at 76 Manchester Road, Denton, Manchester M34 3PS, United Kingdom. Our registered VAT number is 985102417.

2 JOINING AWAY WITH THE KIDS AND/OR GROWN UP GETAWAYS

2.1 By applying to join Away with the Kids and/or Grownup Getaways, you are making an offer to us to include your Accommodation through Away with the Kids and/or Grownup Getaways, in accordance with these terms and conditions (the "Terms"). We are under no obligation to accept your offer, and the contract between us (which will incorporate these Terms, by reference) shall only come into existence when we send you an email confirming that we have accepted your offer.

3 THESE TERMS

3.1 These Terms are the terms and conditions on which we will make your Accommodation available for Reservation through Away with the Kids and/or Grownup Getaways (the "Service").

3.2 Please read these Terms carefully before you apply to join Away with the Kids and/or Grownup Getaways. These Terms tell you who we are, how the Service works, what you need to do to make your Accommodation available for Reservation, what happens when a Guest makes a Reservation, how Reservations can be changed, what to do if there is a problem, and other important information. If you think that there is a mistake in these Terms, please contact us using the contact details below.

3.3 By applying to join Away with the Kids and/or Grownup Getaways and by using the Service, you confirm that you have read and understood these Terms and agree to be bound by them.

4 INTERPRETATION

In addition to the terms defined elsewhere in these Terms, the following definitions and rules of interpretation apply in these Terms.

4.1 Definitions:

4.1.1 "Data Protection Legislation" means: (i) the Data Protection Act 2018; (ii) the EU General Data Protection Regulation (2016/679) and any other legislation in force from time to time which applies to you or us relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection authority.

4.1.2 "Information" means all information relating to the Accommodation provided by the Accommodation Provider via their Property Management System (PMS) or Channel Manager (CM) or by direct access for inclusion on Away with

the Kids including, but not exclusively, all descriptions, images and videos of the Accommodation and its amenities, and all details relating to the inventory (including room types and details), rates (including taxes, surcharges and other amounts payable by Guests), availability and policies (including cancellation and no-show policies) and any other terms and conditions relating to the Accommodation and any products, services and amenities provided or made available to Guests at the Accommodation.

4.1.3 An "Away with the Kids and/or Grownup Getaways Compatible PMS" means a property management system compatible with the Away with the Kids and/or Grownup Getaways' proprietary reservation platform (as listed on the Away with the Kids and/or Grownup Getaways website from time to time).

4.1.4 "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, 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.

4.1.5 "Normal Business Hours" means the period from 9:00am to 5:00pm on any day, other than a Saturday, Sunday or public holiday in England, when the clearing banks in London are open for business.

4.1.6 "PMS" means a property management system through which all information relating to the Accommodation can be updated and maintained in real time;

4.1.7 "VAT" means value added tax chargeable under the Value Added Tax Act 1994.

4.2 Clause and paragraph headings shall not affect the interpretation of these Terms.

4.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

4.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

4.5 A reference to these Terms means these terms as amended from time to time in accordance with clause 20.2 below.

4.6 A reference to writing or written includes email.

4.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

4.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

4.9 Capitalised terms used in clause 12 (Data Protection) and not otherwise defined in these Terms shall bear the meaning given to them in the Data Protection Legislation.

5 COMMENCEMENT AND DURATION

5.1 Our contract with you (the "Contract") will begin on the date that we accept your application to join the Service (when we will send you an email confirming this acceptance) and will continue indefinitely until terminated in accordance with clause 18, below (such period being the "Term").

5.2 Our obligation to include your Accommodation on Away with the Kids shall commence when you have provided sufficient information for us to include on Away with the Kids and/or Grownup Getaways and payment of listing fees as described in 9.1 below.

6 INFORMATION

6.1 You are responsible for ensuring that all information relating to the Accommodation is, at all times, complete, up to date, accurate and not misleading, and that it complies and is consistent with these Terms.

6.2 All prices included within the information must be the full amount payable by the Guest, inclusive of VAT and other applicable taxes, and must not exclude any surcharges or hidden extras.

6.3 You agree that you will maintain the information using an Away with the Kids and/or Grownup Getaways Compatible PMS OR maintain availability calendars and tariffs within an Away with the Kids and/or Grownup Getaways admin Account. Without either of these we will not be able to make your accommodation available for reservation through Away with the Kids and/or Grownup Getaways unless specifically agreed otherwise in writing.

6.3.1 You agree that your calendar, pricing and policies will be replicated on Away with the Kids and/or Grownup Getaways without any changes.

6.4 In the event that we are notified that any information is incomplete, incorrect, inaccurate or misleading we will contact you to notify you of this and you shall make any necessary changes to correct the Information promptly.

6.5 You agree that you will not include in the information:

6.5.1 any direct contact details for or relating to the Accommodation (including, but not exclusively, the telephone number, email address or website address of the Accommodation or any other agent of the Accommodation) except the physical address of the Accommodation (although it is acknowledged and accepted that you may provide this information to a Guest once they have placed a Reservation); or

6.5.2 any content which:

6.5.2.1 is unlawful, defamatory, discriminatory, obscene, offensive, abusive, threatening, fraudulent, inaccurate, incomplete, misleading or otherwise inappropriate;

6.5.2.2 advertises any third party other than the Accommodation itself; or

6.5.2.3 infringes any third party Intellectual Property Rights (including ours).

6.6 You acknowledge and accept that we may edit the information to correct any spelling, punctuation or grammatical mistakes, or to improve or add to the copy generally. You will remain responsible for the accuracy of the edited information in accordance with the provisions of this clause 6. Accordingly, you are required to review the information periodically to ensure that it continues to comply with the provisions of this clause 6, including any changes that we have made pursuant to this clause 6.6. In the event that any change that we have made is not accurate, you must correct the information promptly.

7 SUPPLEMENTARY TERMS, SUGGESTED POLICIES AND SPECIAL OFFERS

7.1 You acknowledge that

7.1.1 Supplementary Terms may be added to the Platform or modified by Away with the Kids and/or Grownup Getaways at any time, and are accessible via your online Away with the Kids and/or Grownup Getaways account. Away with the Kids and/or Grownup Getaways will notify you of any changes or additions to the Supplementary Terms.

7.1.2 on signature of these from the date these Terms are effective, and on any notification from Away with the Kids and/or Grownup Getaways you will have a period of five calendar days to review and, at your discretion, opt-out of your Accommodation being available for reservation via the website. If you opt-out, then your Accommodation will not be available for reservation via the website.

7.2 From time to time we may suggest promotional policies or special offers which we consider may be attractive to Guests booking through Away with the Kids and/or Grownup Getaways. You may choose to include these within the information at your sole discretion, and it is our responsibility to ensure that you are happy with them before you choose to include them within the Information.

7.3 Once you choose to include any suggested policies or offers within the information, they form a part of the information and you are responsible for honouring any Reservations made in accordance with these suggested policies or offers, and do not take any responsibility for any Reservations booked in accordance with the suggested policies or offers.

7.4 We do not take any responsibility if any suggested policies and offers do not result in increased Reservations or if you feel that you have received fewer Reservations as a result of choosing to include any of these policies or offers in your information.

8 RESERVATIONS

8.1 By making a Reservation through Away with the Kids and/or Grownup Getaways the Guest enters into a direct and legally binding contract with you in relation to the Reservation (the "Contract for Accommodation") which comprises and incorporates by reference the information provided in relation to the Accommodation at the time the Reservation

is made and the information provided by the Guest when making the Reservation. Accordingly, you are responsible for ensuring that the information includes all of the terms and conditions which you wish to form a part of the Contract for Accommodation (as additional terms cannot be added and the terms cannot be changed once a Guest has made a Reservation without the Guest's agreement).

8.1.1 Payment for accommodation provided; the contract and payment terms are between the Guest and the Accommodation Provider. The Away with the Kids and/or Grownup Getaways booking engine facilitates this process by securing the Guest's payment details through a secure accredited card processor, in this case 'Stripe'. The Accommodation Provider will be paid into their chosen bank facility that has an association with Stripe; any third party fees associated with the transfer will be borne by the Accommodation Provider, or deducted from the transfer by the card processor ('Stripe').

8.2 When a Reservation is made, you will be notified of that Reservation, and all information provided by the Guest will be made available to you via your Away with the Kids and/or Grownup Getaways admin account and stored therein.

8.3 Once a Reservation has been made, you are responsible for providing the Guest with temporary accommodation at the Accommodation and all other goods and services included in the Reservation in accordance with the Contract for Accommodation.

8.4 If you are unable to honour the Reservation in accordance with the Contract for Accommodation, you are responsible to the Guest for:

8.4.1 ensuring that the Guest is accommodated (and any others in respect of whom the Reservation has been made are accommodated, together with the Guest) in similar accommodation to the Accommodation (of the same standard or higher) in close vicinity of the Accommodation;

8.4.2 arranging private transport for the Guest (and any others in respect of whom the Reservation has been made) to the alternative accommodation, at no additional cost to the Guest; and

8.4.3 any additional costs reasonably incurred (or expected to be incurred) by the Guest (and any others in respect of whom the Reservation has been made) as a result of your failure to honour the Reservation including, but not exclusively, any additional costs of the alternative accommodation and the costs of any meals, amenities or other extras that you were due to provide; and

8.4.4 any reasonable compensation that may be expected by the Guest as a result of your failure to comply with Contract for Accommodation and/or your obligations under this clause

8.5 You are responsible for resolving all complaints and disputes relating to the Accommodation or the Contract for Accommodation in an appropriate and timely manner, and we shall not have any obligation or liability towards any Guest (or any others in respect of whom a Reservation has been made) for any failure by you to honour the Contract for Accommodation or resolve any such complaint or dispute.

8.6 In the event that we receive any correspondence from a Guest in relation to a Reservation at your Accommodation, we will ask the Guest to contact you directly and will use reasonable endeavours, during Normal Business Hours, to notify you of any such correspondence as soon as reasonably possible. In the event that we notify you of any such correspondence, you are required to confirm to us promptly that you are responding appropriately to the Guest.

8.7 In the event that we receive continued correspondence from any Guest on the basis that they have not received an appropriate response from you, you acknowledge and accept that, in order to protect our reputation, we may seek to resolve the matter with the Guest in any manner that we consider to be reasonable in the circumstances, provided always that we shall not compensate any Guest for any amount greater than the total value of the relevant Reservation without your prior consent.

9 PAYMENT OF LISTING FEES

9.1 You agree to pay to Away with the Kids and/or Grownup Getaways the listing rate as advertised for the publishing of any listing including VAT on any amounts due. Unless specifically agreed in writing otherwise.

9.2 The listing fee will show as a credit against commissions due.

9.3 COMMISSION

9.3.1 You are responsible for collecting all payments from Guests in respect of each Reservation in accordance with the terms of the Contract for Accommodation. We are not liable in the event that any Guest fails to pay any amount due.

9.3.2 You agree to pay us a commission on each Reservation ("Commission").

9.3.3 Commission will be calculated as % of the total value of the Reservation, including all applicable taxes.

9.3.4 Commission is received by 1 of 2 options;

- a) The Accommodation Providers deposit terms will apply and the deposit will be passed on in its entirety and we will invoice our commission after the stay. For each Reservation commission shall accrue on the expected date of the Guest's arrival at the Accommodation. In the event that a Guest cancels a Reservation before their expected date of arrival at the Accommodation, no Commission will be payable, unless a non-refundable deposit has been retained in which case the agreed % commission will be due. On the first day of each month we will invoice you for all Commission which has accrued in the previous month, plus applicable VAT, and we will send you a copy of the invoice by email to the email address that you have registered with us. All invoices are payable on presentation and, where possible, payment will be collected by Direct Debit using the bank details that you provide to us (or our third-party payment provider). In the event that we are unable to collect any Commission payments by Direct Debit, we will contact you to arrange an alternative payment method.
- b) We will determine the deposit at a default of 30% non-refundable (except in extenuating circumstances like Covid 19) and we will deduct our full commission and pass 20% along to the Accommodation Provider OR the full amount received will be passed through and the commission will be paid 7 days after the stay.

9.3.5 You are responsible for ensuring that all contact and bank details that you have provided to us are up to date and accurate at all times. Your failure to provide an up to date accurate email address or bank details does not affect your obligation to pay any Commission due to us.

9.3.6 In the event that any Commission has not been paid within 14 days of the due date for payment (for any reason), we reserve the right to suspend your Accommodation from Away with the Kids and/or Grownup Getaways (which means that it will not be visible through the Away with the Kids and/or Grownup Getaways website). Suspension shall not affect your obligations under these Terms until payment has been received by us in cleared funds.

9.3.7 In the event of a dispute as to the amount of Commission payable, the records maintained by Away with the Kids and/or Grownup Getaways shall be final and conclusive.

10 INTEGRATION FEES

10.1 In certain circumstances, e.g. in the event that you do not use an Away with the Kids Compatible PMS, we may, from time to time, charge you a fee (which may require a one-off payment or a number of regular payments) to make your Accommodation available for reservation through Away with the Kids and/or Grownup Getaways ("Integration Fees").

10.2 We will notify you of any Integration Fees payable (or any changes to any Integration Fees payable) either prior to our acceptance of your application to join Away with the Kids and or Grownup Getaways pursuant to clause 2.1 above or at any other time prior to any such Integration Fees becoming payable.

10.3 In the event that you are not happy to pay the Integration Fees notified to you, you may either:

10.3.1 promptly withdraw your application made pursuant to clause 2.1 above (prior to its acceptance by us), in writing, with immediate effect; or

10.3.2 terminate the Contract with immediate effect in accordance with clause 18.1.2 below, in which case the provisions of clause 19 shall apply.

10.4 In the event that you do not withdraw your application or terminate the Contract in accordance with this clause 10.4, your continued use of Away with the Kids and/or Grownup Getaways shall be deemed an acceptance of the obligation to pay the Integration Fees notified to you.

11 CHANGES AND CANCELLATIONS

11.1 You accept that Guests may request changes or cancellations to their Reservation in accordance with terms of the Contract for Accommodation. If Away with the Kids and/or Grownup Getaways has not received details of your cancellation policy in the Away with the Kids and/or Grownup Getaways PMS, an Away with the Kids and/or Grownup Getaways Compatible PMS or as otherwise agreed, the Contract for Accommodation shall, subject to the Supplementary Terms, default to permitting Guests to cancel the Accommodation without charge up to 48 hours before the earliest time they can check-in.

11.2 You may not cancel any Reservation. All cancellations must be communicated by the Guest through Away with the Kids and/or Grownup Getaways.

11.3 In the event that a Guest cancels a Reservation you may only charge the Guest the amount due to you in accordance with the Contract for Accommodation.

11.4 In the event that a Guest cancels a Reservation (at any time), you shall not enter into any other arrangement with the Guest to fulfil the cancelled Reservation or any part of it which circumvents or otherwise undermines these Terms.

12 DATA PROTECTION

12.1 The Personal Data we Process as your Processor in connection with these Terms (the "Data"), shall be Processed only for the purposes described in, and for the duration of these Terms. The Data shall consist of the names, email addresses and booking details of the Guests.

12.2 If we are aware that your Processing instructions infringe applicable law, we shall notify you immediately (unless prevented from doing so by applicable law) and not carry out the relevant Processing. If we are required by applicable law to Process the Data other than in accordance with your instructions, we will notify you of this (unless prohibited from doing so by applicable law).

12.3 We shall implement appropriate technical and/organisational measures to ensure the Data is kept sufficiently secure, and you acknowledge that we may transfer the Data outside of the European Economic Area, but only when in accordance with Data Protection Legislation. We will ensure that any person we authorise to Process the Data on our behalf shall be subject to confidentiality obligations.

12.4 We shall be permitted to use third party Processors to Process the Data, and you preapprove our use of such Processors for data storage, hosting and payment purposes. We presently use Stripe as our payment processor. We shall notify you of any proposed change in our use of such Processors prior to the change, giving you the chance to object. We shall impose data protection terms on any third-party Processor we appoint which are substantially similar to (or more onerous than) those set out in these Terms, and we shall be liable to you for any breach of this clause that is caused by our third-party Processors. We may ask you to approve the appointment of any other specific or general category of third-party Processor during these terms, and you will not unreasonably refuse such request.

12.5 We shall, at your reasonable cost, provide assistance to you to demonstrate compliance with the Data Protection Legislation, including but not limited to:

12.5.1 ensuring compliance with your audit, security, breach notification, impact assessment and prior consultation obligations; and

12.5.2 responding to any request from a Data Subject to exercise their rights under the Data Protection Legislation, and/or any other correspondence, enquiry or complaint received in connection with the Processing of the Data.

12.6 Upon termination or expiry of these Terms, destroy or return to you all Data in our possession or control. This requirement shall not apply to the extent that we are required by applicable law to retain some or all of the Data, or to Data we have archived on back-up systems, which we shall securely isolate and protect from any further Processing (except to the extent required by applicable law) until such deletion is possible.

12.7 You warrant, represent and undertake that you will comply with your obligations as the Controller for the Guest Data in accordance with the terms of the DPA (as amended or superseded from time to time) and any other applicable data protection legislation.

12.8 Without limiting the generality of clause 12.2, you warrant, represent and undertake that:

12.8.1 you will ensure the reliability of all your employees, agents and others who have access to the Guest Data for you or on your behalf and take all reasonable steps to ensure that they comply with the provisions of this clause and the DPA;

12.8.2 you will only use the Guest Data for the purposes of performing your obligations in accordance with these Terms and the Contract for Accommodation and not for any other purpose (unless you have the prior explicit consent of the individual to whom the Guest Data relates); and

12.8.3 having regard to the state of technological development and the cost of implementing any measures, you will take appropriate technical and/organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage, and the nature of the data to be protected.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 You and your licensors own and retain all Intellectual Property Rights in the Information relating to your Accommodation, although you acknowledge and accept that we and our licensors will own and retain all Intellectual Property Rights in any additional copy that we might provide pursuant to clause 6.6.

13.2 You grant us an irrevocable, non-exclusive, payment free, transferable, worldwide licence (including a right to grant sub-licences) for the Term to use, reproduce, copy, modify, display, distribute and make derivative works of the information to provide the service made available through Away with the Kids and/or Grownup Getaways.

13.3 By providing any information for use through Away with the Kids and/or Grownup Getaways you represent and warrant that you have the right to provide the information for the purposes set out in these Terms that our use of the information in accordance with these Terms will not infringe the rights, including Intellectual Property Rights, of any third party.

13.4 We and our licensors (as applicable) own all Intellectual Property Rights in Away with the Kids and/or Grownup Getaways The inclusion of your accommodation in Away with the Kids and/or Grownup Getaways does not grant you any right to any Intellectual Property Rights in Away with the Kids and/or Grownup Getaways or any component part of Away with the Kids and/or Grownup Getaways. For the avoidance of doubt, except for the information that you provide, you shall not use any content provided by us for any purpose without our prior written consent.

14 CONDUCT AND COMPLIANCE WITH LAWS

14.1 In performing your obligations under these Terms (including, but not exclusively providing temporary accommodation, products, services and access to any amenities and services at the Accommodation), you represent and warrant that:

14.1.1 you have the appropriate authorities, consents and licences and satisfy all requirements (whether statutory, regulatory or otherwise) to enter into the Contract and perform your obligations in accordance with these Terms;

14.1.2 you shall comply with these Terms, all applicable laws, statutes, regulations and codes from time to time in force;

14.1.3 you are and shall remain sufficiently financially solvent to honour Reservations for a rolling period of 12 months (i.e. for at least 12 months into the future at any point in time), and shall notify us promptly in the event that you become aware that you may not be able to continue to honour any Reservations; and

14.1.4 you shall not do anything which, in our sole and reasonable opinion, is damaging (or potentially damaging) to the reputation of Away with the Kids and/or Grownup Getaways, any Accommodation or Accommodation Provider, or any of our contractors or licensors.

14.2 In the event that you breach clause 14.1, without limiting any other remedies available to us, we reserve the right to remove the Accommodation from Away with the Kids and/or Grownup Getaways without notice to you, and such removal shall not constitute a breach by us of these Terms.

15 CONFIDENTIALITY

15.1 Each party undertakes that it shall not at any time during the term of the Contract, and for a period of five years after its termination, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information:

15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

16 INDEMNITIES

16.1 Each party (as the "Indemnifying Party") agrees to indemnify the other party (as the "Indemnified Party") and keep the Indemnified Party indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) that the Indemnified Party might suffer or incur arising out of any claim made against the Indemnified Party in relation to the actual infringement of any third party Intellectual Property as a sole result of the Indemnifying Party's negligence or wilful misconduct by the Indemnified Party in relation to anything provided to it by the Indemnifying Party.

16.2 You (as the "Indemnifying Party") agree to indemnify us (as the "Indemnified Party") and keep us indemnified against all liabilities, costs, expenses, damages and losses (including but not limited interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) that we may suffer or incur as a direct result of your negligence or wilful misconduct in relation to:

16.2.1 your breach of clause 6 (Information), 8 (Reservations), 9 (Commission) 10 (Integration Fees), 11 (Changes and Cancellations), 12 (Data Protection), 13 (Intellectual Property Rights), 14 (Conduct and Compliance with Laws) or 15 (Confidentiality) of these Terms;

16.2.2 any claim made against us for actual infringement of a third party's intellectual property rights arising out of the Information;

16.2.3 any claim made against us by a third party arising out of the Accommodation, the Contract for Accommodation, or any products, services or amenities that you may (or may not) make available to any Guest; and

16.3 The indemnities in this clause 16 shall not apply to the extent that a claim under it results from the Indemnified Party's negligence or wilful misconduct.

16.4 If any third party makes a claim, or notifies an intention to make a claim, against the Indemnified Party which may reasonably be considered likely to give rise to a liability under the indemnities in this clause 16 (a "Claim"), the Indemnified Party shall:

16.4.1 at its election either have sole conduct of the Claim, or require the Indemnifying Party to fully defend the Claim;

16.4.2 as soon as reasonably practicable, give the Indemnifying Party written notice of the Claim, specifying the nature of the Claim in reasonable detail;

16.4.3 not make any admission of liability, agreement or compromise in relation to the Claim without the Indemnifying Party's prior written consent (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Indemnified Party may settle the Claim (after giving the Indemnifying Party prior written notice of the terms of settlement (to the extent legally possible), but without obtaining the Indemnifying Party's consent) if the Indemnified Party reasonably believes that failure to settle the Claim would be prejudicial in any material respect to the Indemnified Party (or, where we are the Indemnified Party, Away with the Kids and/or Grownup Getaways or any other owner of accommodation made available for reservation through Away with the Kids and/or Grownup Getaways);

16.4.4 give the Indemnifying Party and its professional advisors access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within its power or control, so as to enable the Indemnifying Party and its

professional advisers to examine them and to take copies (at the Indemnifying Party's expense) for the purpose of assessing the Claim; and

16.4.5 subject to the Indemnifying Party providing security to the Indemnified Party to the Indemnified Party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Indemnifying Party may reasonably request to avoid, dispute, compromise or defend the Claim.

16.5 If any payment due from the Indemnifying Party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Indemnified Party shall be entitled to receive from the Indemnifying Party such amounts as shall ensure that the net receipt, after tax, to the Indemnified Party in respect of the payment is the same as it would have been were the payment not subject to tax.

16.6 Each party's liability under the indemnities in this clause 16 is unlimited.

17 LIMITATION OF LIABILITY

17.1 Nothing in these Terms shall limit or exclude either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.

17.2 Subject to clause 17.1, neither party shall be liable to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information; and any indirect or consequential loss.

17.3 Subject to clause 16.6 and clause 17.1, our total mutual liability, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms. Each party's liability is limited to 10,000 pounds or total commission paid by them to us under the terms of the agreement in the 12 months prior to the claim, whichever is greater.

17.4 Except to the extent expressly provided in these Terms, we do not make any representation or give any warranties in relation to Away with the Kids and/or Grownup Getaways or our obligations under these Terms. To the extent permissible by law, all implied terms, representations and warranties (including warranties regarding quality and fitness for purpose) are excluded.

17.5 You represent and warrant that for the Term, you will maintain in place appropriate insurance in respect of your obligations as an operator of the Accommodation and in respect of your obligations and (potential) liabilities under these Terms.

18 TERMINATION

18.1 Without affecting any other right or remedy available to it, either party may terminate the Contract:

18.1.1 by giving the other party at least 14 days' written notice (unless such other notice period has been agreed between us in writing)

18.1.2 with immediate effect by giving written notice to the other party if the other party:

18.1.2.1 commits a material breach of any of these Terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

18.1.2.2 repeatedly breaches any of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms;

18.1.2.3 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

18.1.2.4 suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

18.2 For the purposes of clause 18.1.2.1 "material breach" means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive, or any potential liability that the terminating party may suffer, under these Terms. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

18.3 Without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving written notice to you if:

18.3.1 you fail to pay any amount due under these Terms on the due date for payment and you remain in default for 30 days or more after being notified in writing to make such payment.

19 CONSEQUENCES OF TERMINATION

19.1 On termination or expiry of the Contract:

19.1.1 we shall use reasonable endeavours to remove your Accommodation from Away with the Kids and/or Grownup Getaways as quickly as possible (and in any event within three working days); and

19.1.2 you shall immediately pay us all outstanding unpaid Commission and any interest thereon and continue to honour any Reservations made prior to the date of termination or removal of the Accommodation from Away with the Kids and/or Grownup Getaways, whichever is the later, and pay all Commission due on those Reservations, each in accordance with these Terms, and we shall no longer have any obligations to you.

19.1.3 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

19.1.4 If in the event you decide to cancel your contract within 4 months of acceptance, Away with the Kids and/or Grownup Getaways will proportionally refund your listing fee less any monies due under this contract, after 4 months no monies will be refunded. i.e. if cancelled before the end of 4 months there will be a 66% refund less any monies due, if cancelled, before 3 months 75% refund will be due, if cancelled in 4 months and 1 week no refund will be issued.

19.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

20 GENERAL TERMS

20.1 The Contract is personal to you and shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract.

20.2 This is version 2020-4 of the Terms. We may amend or change these Terms at any time. If we do, then we will notify you and you may either accept the changes and continue to use the Service, or contact us to terminate the Contract with immediate effect before the changes take effect. If you do not terminate the Contract in accordance with this clause 20.2 then your continued use of the Service shall constitute your acceptance of the proposed changes to the Terms.

20.3 We may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of our rights under the Contract, provided that we give you prior written notice of such dealing.

20.4 Subject to clause 20.2 above, no variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.5 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

20.6 A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20.7 The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

20.8 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

20.9 If one party gives notice to the other of the possibility that any provision or part provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.10 The Contract (incorporating these Terms) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.11 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

20.12 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.13 Each party confirms it is acting on its own behalf and not for the benefit of any other person

20.14 No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of these Terms.

20.15 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

20.15.1 delivered by hand/or by pre-paid first-class post or other next business day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

20.15.2 sent by email to the address notified by that party from time to time.

20.16 Any notice or communication shall be deemed to have been received:

20.16.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

20.16.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

20.16.3 if sent by email, at 9.00 am on the next business day after transmission.

20.17 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.18 The Contract, these Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with English law.

20.19 Each party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, these Terms or their subject matter or formation.

20.20 Communication, should be in by email to joanne@awaywiththekids.co.uk, or by hand/or First Class post to: The Away Group Ltd, 76 Manchester Road, Denton, Manchester, M34 3PS.