



Terms and Conditions of Sale

Last updated: July 2020

1. Definitions

- 1.1. "Buyer" or "you" means the business or organisation who buys or agrees to buy the Services from Hitched Limited (Company number 12369816) (hereinafter, "Hitched" "we" or "us");
- 1.2. "Contract" means the contract between Hitched and the Buyer for the provision of Services incorporating these Terms and Conditions and an Order;
- 1.3. "Order" means an order placed by the Buyer for the Services;
- 1.4. "Services" means the services provided by Hitched to the Buyer from time to time in association with its listing on the Website and referred to in the Order;
- 1.5. Hitched is the owner and operator of hitched.co.uk and hitched.ie with registered office at Augustine House, 6A Austin Friars, London EC2N 2HA, United Kingdom.
- 1.6. "Terms and Conditions" means the terms and conditions for the provision of Services set out in this agreement and any special terms and conditions agreed in writing by Hitched;
- 1.7. "Terms of Use" means the Hitched Terms of Use accepted by the Buyer which apply to its use of or access to the Website;
- 1.8. "Website" means any of hitched.co.uk and hitched.ie, or any other internet based service operated by Hitched, its parent company The Knot Worldwide Inc., or any other part of The Knot Worldwide Inc. group.

2. Conditions

- 2.1. Nothing in these Terms and Conditions shall restrict Hitched from engaging in any activity, including without limitation, providing any other services of any kind whatsoever to any person.
- 2.2. These Terms and Conditions shall apply to all contracts for the provision of Services by Hitched to the Buyer and shall prevail over any other documentation or communication from the Buyer.

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- 2.3. In the event of conflict between the terms of these Terms and Conditions and any Order, these Terms and Conditions shall prevail. In the event of conflict between this Contract (comprising these Terms and Conditions and an Order) and the Terms of Use, the terms of this Contract will take precedence.
- 2.4. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Hitched and at least 15 days' prior notice has been given to the Buyer of the relevant variation.

3. Ordering

- 3.1. All orders for Services shall be deemed to be an offer by the Buyer to purchase Services pursuant to these Terms and Conditions and are subject to acceptance by Hitched.
- 3.2. The Contract shall be formed when Hitched has accepted an Order from the Buyer. Hitched may choose not to accept an Order for any reason.
- 3.3. When making an Order through the Website, the technical steps the Buyer needs to take to complete the Order process are described in the Order Process section within the Website.
- 3.4. The Buyer agrees that as part of the on boarding process Hitched may run a credit check on the Buyer's business, which may affect the payment terms Hitched can offer the Buyer.

4. Price and Payment

- 4.1. You hereby authorise Hitched to collect any amounts due, by charging the payment method provided at checkout (or as subsequently updated by you), either directly by Hitched or indirectly, via a third-party payment processor, and/or by one or more of the payment methods available through Hitched or the third-party payment processor. Invoices may be sent by Hitched and/or under the name of any third-party payment processor.
- 4.2. The price of the Services stipulated on the invoice is the annual charge, exclusive of VAT. Hitched may, subject to prior agreement, permit the Buyer to pay the annual charge for the Services in monthly instalments, but any decision by the Buyer to withdraw from Hitched before the full year has elapsed, save only for termination in accordance with clause 9.3, will not entitle the Buyer to a pro-rated refund or the termination of any unpaid instalments.

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- 4.3. Payment as agreed with Hitched must be made within 30 days of invoicing by Hitched and without deduction or set-off.
- 4.4. Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and Hitched will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.
- 4.5. Unless we state in writing or otherwise, all fees and charges are non-refundable and all fees are quoted in Pounds Sterling. All payments must be made by the methods specified within the Order. If the Buyer wants to use a different debit or credit card, or there is a change in debit or credit card validity or expiration date, or if it believes someone has accessed the Services using its user name and password without its authorisation, the Buyer must contact feedback@hitched.email.
- 4.6. The Buyer is responsible for all charges incurred under its account made by it or anyone who uses its account. If the Buyer's payment method fails or amounts are owed, Hitched may collect fees owed using other collection mechanisms. The Buyer's account may be deactivated if payment is in arrears, regardless of the Pounds Sterling amount.
- 4.7. Unless and until terminated in accordance with this Contract, the Services will renew automatically for successive periods of 12 months. Without limiting the foregoing, if the Buyer signs up, upgrades, or renews its Services, it is automatically entered into an auto-renewal programme unless otherwise specified by Hitched in writing. This means that, unless otherwise specified by Hitched, Hitched will charge the Buyer's selected payment method at the start of each new 12 month term and, if applicable, during the 12 month term. To avoid having fees billed for the renewal term to the Buyer's selected payment method, the Buyer must terminate this Contract, before it renews, in accordance with clause 9.2 by notifying Hitched at feedback@hitched.email.
- 4.8. Where applicable, Hitched shall be entitled to charge interest on overdue invoices from the date when payment becomes due, which shall accrue on a daily basis until the date of full payment at a rate of 3.00% per annum above the base rate of The Bank of England from time to time in force.

5. Performance

- 5.1. Hitched may subcontract with a third party for the provision of any part of the Services, and subject to clause 9 the Buyer shall indemnify Hitched in full for all fees and/or charges imposed by such subcontractor(s) on Hitched due to delay and/or termination by the Buyer.

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- 5.2. Hitched shall perform the Services with reasonable skill and care. However, where applicable, Hitched does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
- 5.3. Hitched may have to suspend the Services for repair, maintenance or improvement. If so, Hitched will restore them as quickly as is reasonably possible.

6. Customer Data

- 6.1. As part of the Services, Hitched may make available to the Buyer, through the Website, the personal data of customers who provide their name and contact details via the enquiry form on the Website. Further details regarding the collection and processing of personal data by Hitched is included in the [Privacy Policy](#) available on the Website. Hitched shall act as a data processor (as defined in the General Data Protection Regulation) in respect of making this data available to the Buyer, meaning Hitched:
 - a. will only make the data available to the Buyer in accordance with its written instructions (which shall include the instruction to make such data available to the Buyer on receipt of an enquiry form) and in accordance with the requirements of the applicable data protection regulation (including the General Data Protection Regulation);
 - b. will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks of processing the data;
 - c. shall not sub-contract the processing of this data without notifying the Buyer of this;
 - d. will assist the Buyer insofar as possible with fulfilling its obligations in responding to requests to exercise data subject rights from customers, pursuant to Articles 32-36 of the General Data Protection Regulation;
 - e. will delete the data from the Website or provide a copy to the Buyer (at your choice) at the end of the Contract upon your request; and
 - f. will make available to the Buyer on request all information necessary to demonstrate compliance with Hitched's obligations under this clause.
- 6.2. The Buyer shall process all such personal data in accordance with all applicable data protection legislation (including but not limited to the General Data Protection

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Regulation). For the avoidance of doubt, the Buyer shall only use the customer data provided by Hitched for the purposes of contacting the customer in connection with their query unless the Buyer obtains separate permission directly from the customer to use their personal data for any other purpose (including but not limited to marketing communications).

7. Rights of Hitched

- 7.1. Hitched reserves the right to withdraw the Services from the Website at any time including without limitation, as a result of legal, regulatory or commercial reasons.
- 7.2. Hitched shall not be liable to any natural or legal person for withdrawing the Services from the Website or for refusing to process an Order including without limitation, as a result of legal, regulatory or commercial reasons.
- 7.3. Hitched reserves the right to alter the listing in any way including, without limitation, changing its position, appearance or otherwise amending the listing including without limitation, as a result of legal, regulatory or commercial reasons.
- 7.4. Hitched agrees to notify the Buyer of the reasons for any exercise of its rights under clause 8 which affects the Buyer, prior to or upon its exercise of any such rights unless, prevented from doing so by law or regulation.

8. Buyer Supplied Content

- 8.1. The Buyer agrees to provide the information for the listing in the manner and in accordance with the timings specified by Hitched.
- 8.2. Hitched reserves the right to refuse any content supplied by the Buyer for inclusion on the Website that is in breach of the Terms of Use or which otherwise it deems inappropriate, illegal or may otherwise cause detriment to Hitched, in which case Hitched agrees to notify the Buyer of its reasons for refusal prior to or upon such refusal, unless prevented from doing so by law or regulation.
- 8.3. The Buyer warrants that it has the full power to enter into and perform this Contract and has not entered into any arrangement which in any way conflicts with this Contract or inhibits, restricts or impairs its ability to perform its obligations under this Contract.
- 8.4. The Buyer warrants that it has ensured that (a) all content supplied by the Buyer for inclusion on the Website; and (b) all materials made available to Hitched for inclusion in any images or film provided by Hitched as part of the Services, are free from any copyright, trademark and any other limitation of use restrictions.

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- 8.5. The Buyer warrants that any content, materials and information of any kind supplied by it to Hitched under this Contract:
- a. will not infringe any third party's rights;
 - b. will not infringe any contract with a third party;
 - c. will comply with all applicable laws, regulations, judicial or administrative orders, regulatory bodies, codes of practice, and any other binding orders applicable to Hitched, the Buyer or the listing;
 - d. will comply with Hitched's technical specifications (available upon request);
 - e. will be designed and delivered using reasonable skill and care;
 - f. have been obtained with the consent of any living person whose name, image or other personal data (in whole or in part) is contained in the listing;
 - g. will not be obscene, libelous, blasphemous or defamatory;
 - h. are accurate, true and not misleading;
 - i. will be free of malicious code, viruses, contamination or other item that would adversely affect the operation of the Website; or
 - j. will comply with the Terms of Use.

9. Term and Termination

- 9.1. The term of this Contract shall continue until terminated in accordance with its terms.
- 9.2. Termination for convenience
- a. Hitched shall have the right to terminate this Contract on 28 days' notice in writing to the Buyer at any time;
 - b. Subject to clause 9.2(c), the Buyer may terminate this Contract on no less than 28 days' written notice;
 - c. Save as set out in clause 9.3 or 9.5, the Buyer may not terminate the Contract with effect from any time prior to expiry of the first 12 months following Hitched's acceptance of the Buyer's Order pursuant to clause 3.2.

9.3. Termination for breach

Either party may terminate this Contract immediately on written notice to the other

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party in any of the following events:

- a. if the other commits any material breach of its obligations under this Contract which, in the case of a breach capable of remedy, is not remedied within 10 days of notice from the innocent party specifying the breach and requiring it to be remedied; or
 - b. if the other holds any meeting, or proposes to enter into a meeting, or has proposed any arrangement or composition, with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over, or has any distress, execution or other process levied or enforced (which is not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- 9.4. Hitched shall have the right to terminate this Contract immediately on written notice to the Buyer if:
- a. the Buyer is in breach of its obligations in respect of confidentiality, data protection or intellectual property in this Contract; or
 - b. if the relevant Supervisory Authority exercises its powers under Article 58 of the GDPR (or equivalent provision in applicable data protection laws) which limits or restricts (whether temporary or definitive) processing of personal data.
- 9.5. The Buyer shall have the right to terminate this Contract immediately on written notice to Hitched in the case of a variation under clause 2.4, provided such notice is given before expiry of the 15 day period referred to in clause 2.4 and the variation has not resulted from a regulatory obligation or unforeseen imminent danger to Hitched or its business.
- 9.6. Hitched agrees to notify the Buyer of its reasons for exercising any rights of termination under this Contract prior to or upon such exercise, unless prevented from doing so by any law or regulation or in the case of breach by the Buyer.
- 9.7. Immediately on termination or expiry of this Contract:
- a. Hitched will remove the Buyer's listing from the relevant Websites;
 - b. the Buyer will account to Hitched for the price due up to and including the last day of the date of expiry or termination, as applicable; and

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- c. the Buyer will cease processing personal data and immediately delete or return to Hitched any personal data processed up to the date of expiry or termination. The Buyer shall also destroy all copies of personal data, save to the extent it is legally required to retain a copy.

9.8. Termination of this Contract shall be without prejudice to any rights of a party accrued before termination.

10. Limitation of Liability

10.1. The Buyer agrees to indemnify Hitched, its directors, employees, officers and affiliates, against all claims, proceedings, demands, damages, liabilities, regulatory sanctions, investigations or fines, and costs (including reasonable legal costs) arising out of or in connection with any use of a listing by a user of the website, or any breach or failure by the Buyer to comply with this Contract.

10.2. Except as set out in clause 10.3 in the event of any breach of this Contract by Hitched, the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Services paid by the Buyer in the twelve months preceding the claim.

10.3. Nothing in these Terms and Conditions shall exclude or limit the liability of Hitched for losses that cannot be excluded by law including: death or personal injury resulting from the negligence of Hitched or that of Hitched's agents or employees, or for any other matter for which it would be illegal for Hitched to exclude or attempt to exclude its liability.

10.4. Hitched shall in no circumstances be liable for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any indirect, incidental or consequential loss which is suffered by the Buyer in relation to this Contract.

10.5. Hitched does not accept liability for any errors due to third parties, sub-contractors or inaccurate listing instructions.

10.6. Hitched does not guarantee continuous, uninterrupted access by users of the Website but will use reasonable efforts to provide this. In addition, Hitched will not be responsible for any failure or delay affecting production or publication of any website or the transmission of the Website or any listings contained therein.

10.7. If the listing as reproduced by Hitched contains a substantial error solely due to a

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mistake on Hitched's part, Hitched shall, on request, re-publish the listing at no additional cost to the Buyer. Hitched shall not be responsible for repetition of errors and it is the Buyer's responsibility to inform Hitched of any errors and provide any necessary assistance to Hitched to prevent a repeat of the error.

11. Ranking

It is acknowledged and agreed that the Buyer can elect to purchase different tiers of Services, which will provide different levels of listings featuring and access to couples, as explained on the Website for each tier of Services.

12. Relationship of the parties

Nothing in this Contract shall be deemed to create a partnership or joint venture between the parties.

13. Waiver

No waiver by Hitched (whether express or implied) in enforcing any of its rights under these Terms and Conditions shall prejudice its rights to do so in the future.

14. Force Majeure

Hitched shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, pandemics, epidemics, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer system, and Hitched shall be entitled to a reasonable extension of its obligations.

15. Confidentiality

Each party agrees to keep confidential (both during and after the term of the Contract) the terms of the Contract, any analytics data including but not limited to cookies, personal data, and all other confidential information concerning the business or affairs of the other. This obligation will not apply in the case of any disclosure required by law, or information which is already publicly available or in the possession of a party at the time of disclosure by the other (other than as a result of a breach of any confidentiality obligation).

16. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17. Third Party Rights

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Save as otherwise expressly provided in this Contract, no provisions of this Contract shall be enforceable by any third party.

18. Assignment

- 18.1. This Contract is personal to and for the sole benefit of the Buyer and the Buyer shall not assign, transfer, sub-license, sub-distribute, mortgage, charge or in any other way dispose of any of its rights, interests or obligations under this Contract to any legal or natural person.
- 18.2. Hitched shall be entitled to assign or licence the whole or any part of its rights under this Contract to any party and in such event all of the representations, warranties and undertakings on the part of the Buyer contained in this Contract shall inure for the benefit of such assignee and if the assignee undertakes direct with the Buyer to comply with the obligations of Hitched to the Buyer (but not otherwise), then with effect from the date of such undertaking, Hitched shall have no further liability to the Buyer.

19. Entire agreement

Each party confirms that this Contract (and the Terms of Use) sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them.

20. Complaints

- 20.1 In the case of any complaint that the Buyer may have in relation to the Services, the Buyer shall submit details of the relevant complaint using the feedback form on the Website. Hitched will endeavour to acknowledge the complaint within 3 days of its receipt and, where necessary, will request any additional information as Hitched may deem necessary to investigate the concern. Each complaint will be investigated and assessed by Hitched as soon as possible thereafter and Hitched will seek to resolve it with the Buyer within 30 days of its receipt of all the information necessary to investigate the complaint.
- 20.2 If the Buyer is dissatisfied for any reason with the final decision of the Hitched, the Buyer is entitled to refer their complaint for mediation by an appropriate external mediator. For these purposes, an appropriate external mediator would be one who Hitched deems to be suitability qualified and who is registered with either Independent Mediators or IPOS Mediation. The apportionment of any costs incurred in relation to the mediation process shall be determined in good faith between Hitched and the Buyer, on the basis of the mediator's recommendation.
- 20.3 Hitched shall not be obliged to consent to mediation in circumstances where a Buyer has historically made repeatedly unsuccessful mediation attempts, whether in respect

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of the same or a prior complaint. In the event that a complaint is referred for mediation, the parties agree to participate in such mediation in good faith.

21. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.