

## Booking Refund Protection

The booking vendor will provide **you** with a refund for any unused **booking** if **you** are unable to attend the **booked event** due to any of the circumstances set out below.

**BOOKING REFUND PROTECTION IS AN OPTIONAL SERVICE OFFERED BY THE BOOKING VENDOR AND ADMINISTERED BY TICKETPLAN ON THEIR BEHALF. IT IS NOT AN INSURANCE POLICY.**

## Definitions

The following words or phrases have the meaning shown below wherever they appear in bold in this document

|                                |  |
|--------------------------------|--|
| Accident                       | A bodily injury confirmed by a <b>doctor</b> that prevents you from attending the <b>booked event</b> .  |
| You/Your/Yourself              | A person who has made a <b>booking</b> alone or as part of a <b>group</b> with <b>us</b> .   |
| Doctor                         | A qualified medical practitioner registered with a recognised professional body. A <b>doctor</b> cannot be <b>yourself</b> or a member of <b>your immediate family</b> .   |
| Emergency Services             | The Police, Fire and Rescue Service or Emergency Medical Services.   |
| Booking/Booked event           | The pre-planned and pre-booked service(s) / event(s) / <b>ticket(s)</b> transacted with <b>us</b> by <b>you</b> .  |
| Group                          | Any number of people who have made a <b>booking</b> with the booking vendor with Booking Refund Protection in the same transaction.  |
| Illness                        | A physical or mental condition confirmed by a <b>doctor</b> that prevents <b>you</b> from attending the <b>booked event</b> .  |
| Immediate family               | Your husband, wife, partner, civil partner, parent, child, brother or sister.  |
| Normal Pregnancy               | Symptoms which normally accompany pregnancy (including multiple pregnancy) and which are generally of a minor and/or temporary nature (e.g. morning sickness, fatigue etc.) which do not represent a medical hazard to mother or baby.     |
| Pre-existing medical condition | Any disease, <b>illness</b> or <b>injury</b> (whether diagnosed or not) existing at or before the date of <b>booking</b> and for which medical advice or treatment has been sought in the 12 months preceding the date of <b>booking</b> . |
| Public Transport Network       | Any mode of public transport other than public hire taxis licensed for public use on which the customer had planned to travel to a <b>booked event</b> .   |
| Ticket(s)                      | A non-refundable, authorised <b>ticket</b> that was purchased from a recognised and reputable booking vendor where Booking Refund Protection has been purchased at the same time as purchasing the <b>ticket(s)</b> .                      |
| We/us/our                      | The booking vendor with whom <b>you</b> made the <b>booking</b> .  |

## What we will refund?

We will refund the cost of your **booking** if **you** are unable to attend a **booked event** due to:

- unexpected disruption of the **public transport network** **you** could not have reasonably known about before the date or time of the **booked event**;
- the death, **accident**, or **illness** happening to **you**, a member of **your immediate family** or any person(s) in the **group** due to attend the **booked event** with **you**;
- the mechanical breakdown, accident, fire or theft en route of a private vehicle taking **you** to the **booked event**;
- jury service which **you** were unaware of at the time of the **booking**;
- burglary or fire at **your** residence in the 48 hours immediately before the **booked event** requiring attendance of the **emergency services**;
- **you** being summoned to appear at court proceedings as a witness which **you** were unaware of at the time of **booking**;
- **you** being a member of the armed forces and being posted abroad and/or having leave withdrawn unexpectedly which **you** were unaware of at the time of the **booking**;
- adverse weather including snow, frost, fog or storm where the Police service or other Government agency have issued warnings not to travel.

## What we will not refund?

We will not provide a refund where:

- an **illness** or the death of **you**, a member of your **group** or a member of **your** immediate family is caused by or is as a result of a **pre-existing medical condition**;
- **you** cannot provide a **doctor's** report for **accident** or **illness**;
- the symptoms that accompany a **normal pregnancy** are the sole reason **you** cannot attend a **booked event**;
- **you** cannot return any unused **tickets** or vouchers forming part of the **booking**;
- **you** cannot provide evidence of the unused **tickets** when applying for a refund;
- the **booked event** is cancelled, abandoned, postponed, curtailed or relocated;
- **you** decide not to attend a **booked event** other than for a reason included within this Booking Refund Protection;
- **you** are prevented from travelling to a **booked event** due to disruption of the **public transport network** which is public knowledge prior to the **booked event**;
- **you** can recover any part of the **booking**;
- in **our** reasonable opinion, **you** did not allow sufficient time to travel to a **booked event**;
- **you** carry out a criminal act which prevents **you** attending a **booked event**;
- **you** are prevented from travelling to a **booked event** due to an outbreak of a contagious disease and the Government or any agency acting on behalf of the Government has imposed a ban on travel.
- **you** make a false or fraudulent refund application or support a refund application by false or fraudulent document, device or statement.
- the cancellation results from physical or financial failure of air transport or airlines or delays resulting from air travel.

We will not pay for travelling or associated expenses (unless travel costs are included as part of the total booking price), or any loss other than the purchase price, including booking fee, of the **booked event**.

We will not pay any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion, strikes, lockout, terrorism, malicious intent or vandalism, confiscation or nationalisation of or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

We will not pay any loss caused directly or indirectly by:

### Ahead of the crowd on ticket protection

- ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- **We** will not pay any loss caused directly or indirectly by damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- **We** will not pay any costs **you** incur in submitting or providing evidence to support **your** refund application.

### General Conditions

- a) **you** must make all necessary arrangements to arrive at the event on time.
- b) **you** must not be aware of any material fact, matter or circumstance, at the time Booking Refund Protection is purchased, which may give rise to a refund request.
- c) **you** must take all reasonable precautions to prevent or reduce any request for a refund. d) Unless **we** agree otherwise:
  - I. the language of this document and all communications relating to it will be English; and
  - II. all aspects of the contract, including negotiation and performance, are subject to English law and the decisions of English courts.

### Requesting a Refund

**You** must either visit [www.ticketplangroup.com/refund-application-form](http://www.ticketplangroup.com/refund-application-form) and complete an online refund application form or write to **us** at **TicketPlan Administration Service, Leigh House, Broadway West, Leigh on Sea, Essex, SS9 2DD** in order to request a refund application form as soon as reasonably possible after becoming aware of circumstances that may lead **you** to request a refund.

**You** may be asked to provide at **your** own expense the following:

the original unused **tickets** and vouchers for all parts of the **booking**;

- a **doctor's** report where **your** refund request is for **accident** or **illness** or a death certificate where **your** refund request is for death;
- an official notice from the transport service provider in the event of delay, cancellation, mechanical breakdown or accident in relation to the **public transport network**;
- for the breakdown of a private vehicle, a vehicle recovery service report (AA, RAC or equivalent), copy of garage repair bill or parts receipt or in the case of a motor related refund request, confirmation from the vehicle motor insurers, vehicle repairers or police;
- the original jury invitation inviting **you** to be a juror
- in the event of a burglary the police report with crime reference number;
- the original witness summons requesting **you** to appear in court;
- original advice of cancellation of leave/advice to travel at short notice in relation to military service• print out or screen grab from Met Office website/confirmation of Police Warning for weather applications
- any reasonable additional evidence that **we** ask for.