

## 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 **doctor** that prevents you from attending the **booked event**.

**You/Your/Yourself** – A person who has made a **booking** alone or as part of a **group** with us.

**Doctor** – A qualified medical practitioner registered with a recognised professional body. A **doctor** cannot be **yourself** or a member of your **immediate family**.

**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) / ticket(s) transacted with us by you and provided within the **United Kingdom Group**

**Group** – Any number of people who have made a **booking** with the booking vendor with Booking Refund Protection in the same transaction.

**Illness** – A physical or mental condition confirmed by a **doctor** that prevents you from attending the **booked event**.

**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, illness or injury (whether diagnosed or not) existing at or before the date of **booking** and for which medical advice or treatment has been sought in the 12 months preceding the date of **booking**.

**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 **booked event** within the **United Kingdom**.

**Ticket** – A non-refundable, authorised **ticket** that was purchased from a recognised and reputable booking vendor where Booking Refund Protection has been purchased at the same time as purchasing the **ticket(s)**.

**United Kingdom** – England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

**We/us/our** – The booking vendor with whom you made the **booking**.

### 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.

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:

- 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 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.