### Ahead of the crowd on ticket protection



## **Refund Promise**

Dear Customer,

We understand that sadly not everyone can attend every event that they book. We wish to give you some peace of mind, although our promise does **not** extend to all circumstances. Our promise is that we 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.

The promise we offer is an additional service and totally optional. It is a promise that we will make a refund to **you** in certain limited circumstances for the payment of an additional fee in addition to your booking fee.

Refund Promise is not an insurance nor covered by the Financial Services Compensation Scheme.

This promise is administered by TicketPlan on our behalf. Please direct any questions that you may have as regards this promise or any refund to them at the address given below. Definitions are given at the end of this document.

Provided that the relevant **booked event** has not taken place and you give written notice to us within fourteen (14) days of having taken advantage of our Refund Promise, of your wish to cancel the benefit of your Refund Promise, then this promise will be cancelled and your fees paid in respect of the promise will be repaid.

Please note that all relevant reports must be provided in English. We cannot deal with any other language.

Our promise is subject to English law.

### Our Promise: When we will refund

**Except as provided below under the heading "When we will not 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 which could not have been reasonably known about before the date or time of the booked event provided you supply 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;
- your death, or an accident, or illness that means you are unable to attend a booked event;
- the death, **accident** or **illness** of any person in the **group** due to attend the **booked event** with **you**, if they are the sole other member of the group;
- the death, accident or illness of any person(s) in the group who is also a member of your immediate family.
- accident or illness of a member of your immediate family;
- the death of a member of **your immediate family** who is not part of the **group**, which occurs within the 4 weeks leading up to the **booked event**;
- pregnancy which occurs after the time of booking and where **you** give birth within the 4 weeks leading up to the **booked event**;
- pregnancy which occurs after the time of booking and where the booked event falls within 4 weeks of the
  expected date of delivery of your baby;
- the mechanical breakdown, accident, fire or theft en route of a private vehicle taking you to the booked event
  provided that you supply a vehicle recovery service report (AA, RAC or equivalent), copy of garage repair bill or
  parts receipt, or confirmation from the vehicle motor insurers, vehicle repairers or police;
- jury service of which **you** had not received notice at the time of the **booking** provided you produce the original dated jury invitation inviting **you** to be a juror;
- burglary or fire at **your** residence in the 48 hours immediately before the **booked event** requiring attendance of the **emergency services** provided that in relation to the burglary, you supply the police report with crime reference number or confirmation of attendance of the **emergency Services** in the case of fire;
- **you** being summoned to appear in court proceedings as a witness of which **you** had not received notice at the time of booking provided you supply the original dated summons requesting **you** to appear in court;

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- you being a member of the armed forces and being posted abroad and/or having leave withdrawn unexpectedly which you had not received notice at the time of the booking provided that you produce the original advice of cancellation of leave/advice to travel at short notice in relation to military service;
- adverse weather where the Met Office have issued a red weather warning or where the Police service or other Government agency have issued a specific warning not to travel provided that you supply a printout or screen grab from the Met Office website/confirmation of Police Warning for weather applications.

# When we will not refund?

We will not make a refund where:

- any circumstance which prevent you from attending a booked event which you could have reasonably known about at the time of the booking;
- you or a member of the **booked group** were medically unfit to attend the **booked event** when you purchased this Refund Promise;
- the **booked event** is cancelled, abandoned, postponed, curtailed or relocated by the organiser or promoter, at any time prior to a refund being processed by **us**;
- you do not attend a booked event other than for a reason included within this Refund Promise;
- you cannot provide suitable supporting documentation, a doctor's report for accident or illness or a death certificate where your refund request is for death;
- where a normal pregnancy is the sole reason you cannot attend a booked event, with the exception of pregnancy which occurs after the purchase date and where either:
  - o the expected date of delivery is within 4 weeks of the **booked event**;
  - you gave birth within the 4 weeks leading up to the booked event;
- **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**, for example planned strike action or engineering works;
- 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 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;
- **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.

### The Amount of the Refund

If the above conditions are fulfilled, we will refund you the purchase price including any booking fee, of the **booked event**.

Our refund will **not** include travelling or associated other expenses (unless travel costs are included as part of the total booking price, in which case we will refund the amount of those costs so included).

We will not pay any costs you incur in submitting or providing evidence to support your refund application.

# **General Conditions**

The following apply to ALL requests for a refund:

- a) you must make all necessary arrangements to arrive at the event on time and be prepared to evidence the same;
- b) you must take all reasonable precautions to prevent or reduce any request for a refund or the amount to be refunded.

### Requesting a Refund from Us

**You** must either visit <a href="www.ticketplangroup.com/refund-application-form">www.ticketplangroup.com/refund-application-form</a> and complete an online refund application form, or email <a href="www.ticketplangroup.com">www.ticketplangroup.com</a> in order to request a refund application form as soon as reasonably possible after becoming aware of circumstances that may lead <a href="www.ticketplangroup.com">you</a> to request a refund.

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

- the original unused **tickets** and vouchers for all parts of the **booking** there will be **no** refund unless **you** return any unused **tickets** or vouchers forming part of the **booking**, **or other evidence of unused tickets**;
- other evidence as set out above; and
- any reasonable additional evidence that we may request.

# **Data Protection and Privacy Notice**

We will use your personal data in accordance with applicable data protection laws and our privacy policy, a copy of which can be found on our website or requested by contacting us.

Personal Data provided when you purchase the Refund Promise will be shared with TicketPlan Limited. If you make a claim under the Refund Promise you will be required to provide additional personal data to TicketPlan Limited. TicketPlan Limited will use your personal data for the purpose of administering your claim under the Refund Promise in accordance with applicable data protection laws and its privacy policy, a copy of which can be viewed at <a href="https://www.ticketplangroup.com/privacy-policy">www.ticketplangroup.com/privacy-policy</a>.

### **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 <b>you</b> from attending the <b>booked event</b> .
booking/booked event	The pre-planned and pre-booked service(s) / event(s) / ticket(s) transacted with us by you.
doctor	A qualified medical practitioner who is:
	<ul> <li>Registered with the General Medical Council and practising in the UK.</li> <li>Registered with the appropriate authority and who practices in the country in which you reside, if you are not resident in the UK.</li> </ul>
	A doctor cannot be you, a member of the booked group or your immediate family.
emergency services	The Police, Fire and Rescue Service or Emergency Medical Services.
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	<b>Your</b> husband, wife, partner, civil partner, parent, child, grandparent, grandchild, brother or sister or parent-in-law.
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.
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 booking.
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> .

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