

Booking Refund Protection

The Vendor will provide **you** with a refund on any unused **booking** if **you** are unable to attend due to any of the circumstances set out below. Please note this does not change the original terms and conditions you were given at the time of booking it is an enhancement to them. If the original booking terms allow a booking to be cancelled and a full refund given up to a certain point this remains the same. These terms only apply once that deadline has passed.

Definitions

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

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 **you** or a member of **your immediate family**.

Emergency Services – The Police, Fire and Rescue Service or Emergency Medical Services.

Booking – The pre-planned and pre-booked service(s)/event(s)/ticket(s) including booking and service fees transacted with **us** by **you**.

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

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

Immediate family – Your husband, wife, partner, civil partner, parent, child, brother or sister.

Injury - A bodily injury confirmed by a **doctor** that prevents **you** from attending the **booking**.

Public Transport Network – Any mode of public transport other than public hire taxis licensed for public use on which **you** had planned to travel to a **booking**.

Ticket/Voucher – A non-refundable, authorised **ticket/voucher** that was purchased from **us** where Booking Refund Protection has also been purchased.

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

What will we refund?

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

- unexpected disruption of the **public transport network** **you** could not have reasonably known about before the date of the **booking**;
- an **injury**, or an **illness** affecting **you** or a member of **your immediate family**;
- death happening to **you** at anytime before the **booking** or a member of **your immediate family** within a 4 week period of the **booking**;
- the mechanical breakdown, accident, fire or theft en route of a private vehicle taking **you** to the **booking**;
- jury service which **you** were unaware of at the time of the purchase;
- burglary or fire at **your** residence in the 48 hours immediately before the **booking** that required the 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 purchase;
- **you** being a member of the armed forces and being posted overseas unexpectedly;
- adverse weather including snow, frost, fog or storm where the Police services or other Government agency have issued warnings not to travel. **You** must provide confirmation of relevant road closures from the Police or the relevant Government agency;
- **you** being relocated permanently for work by **your** employer more than 100 miles from the **booking** which **you** were unaware of at the time of purchase or **you** are unexpectedly made compulsory redundant.

What will we not refund?

We will not provide a refund where:

- **you** cannot provide a **doctor's** report for **injury** or **illness**;
- **you** cannot return all unused **tickets** or **vouchers** forming part of the **booking**;
- **your** sole reason for not attending is due to another member of **your group** no longer being able to attend for any reason;
- **you** are unable to attend a **booking** because you are unable to obtain a visa to travel;
- the **booking** is cancelled, abandoned, postponed, curtailed or relocated;
- **you** decide not to attend a **booking** other than for a reason included within this Booking Refund Protection;
- **you** are prevented from travelling to a **booking** due to disruption of the **public transport network** which is public knowledge prior to the **booking** scheduled arrival date/time;
- **you** are being relocated temporarily for work by **your** employer at the time of **booking** or you have applied for relocation more than 100 miles from the **booking**;
- **you** can recover any part of the **booking**;
- In **our** reasonable opinion, **you** did not allow sufficient time to travel to a **booking**;
- **you** carry out a criminal act which prevents **you** attending a **booking**;
- **you** are prevented from travelling to a **booking** 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;
- **you** submit your refund request more than 45 days after the **booking** scheduled arrival date/time.

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

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 costs **you** incur in submitting or providing evidence to support **your** refund application.

General Conditions

- you** must make all necessary arrangements to arrive on time.
- you** must not be aware of any material fact, matter or circumstance, at the time Refund Protection is purchased, which may give rise to a refund request.
- you** must take all reasonable precautions to prevent or reduce any request for a refund.
- unless **we** agree otherwise:
 - the language of this document and all communications relating to it will be English; and
 - all aspects of the contract, including negotiation and performance, are subject to English laws and the decisions of English courts.
- refund protection is non-refundable unless cancelled within 14 days of purchase and the **booking** has not taken place. To cancel the refund protection **you** need to contact the vendor within 14 days.

Requesting a Refund

You must log into www.bookingprotect.com and fill in and submit the Refund Application Form as soon as possible after becoming aware of circumstances that may lead **you** to request a refund but no more than 45 days after the **booking** scheduled arrival date/time.

You will be asked to provide at **your** own expense the following within 45 days of registering your refund application:

- the original unused **tickets/vouchers** for all parts of the **booking**;
- a **doctor's** report where **your** refund request is for **injury** 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 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;
- a copy of a valid visa permitting **your** travel to the **booking**;
- confirmation of relevant road closures from the Police or the relevant Government agency if requesting a refund due to an official weather warning being issued;
- any reasonable additional evidence that **we** ask for.