

Member Refund Protection Wording

We will provide **You** with a refund on any unused booking if **You** are unable to attend the booked event due to any of the circumstances set out in this document for which **You** have made a request for a refund and have provided the information required to support **Your** request, as set out in the table below.

This is not an insurance policy. Refund Protection is an optional extension to **Our** standard Terms & Conditions of sale and trade, and it provides a right to a refund in certain defined circumstances outlined in the table below.

Your refund application and payment will be handled in our name by Refund Protect who act as the administrator of the Refund Protection extension provided by us.

Definitions

The following words or phrases have the meaning shown below wherever they appear in bold in this document. The aim of this section is to clearly define the terms used in the “What we will refund?” and “What will we not refund?” sections of this document.

We/Us/Our - We are the booking agent with whom you made the booking.

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

Adverse Weather - Weather which is severe or dangerous enough for a Government Agency to have issued warnings not to travel and which entirely prevents **You** from attending or reaching the **Booked Event**

Armed Forces - Any Branch of one of the following services: Naval Service, Marines, Army or Air Force.

Booking/Booked Event - The pre-planned and pre-booked service(s)/event(s)/ticket(s) including booking and service fees transacted with **Us** by **You**

Communicable Disease - means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Doctor - A qualified medical practitioner registered and licensed with a recognised professional body. A doctor cannot be you or a member of your immediate family.

Emergency Circumstances - An unforeseen circumstance completely outside **Your** control and of no fault of **Yours**.



Emergency Services - The Police, Fire and Rescue Service or other Emergency Services.

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, sister, grandmother or grandfather.

Injury - An accidental bodily injury confirmed by a **Doctor** that prevents **You** from attending the **Booked Event**.

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 - An injury or illness that you were aware of at the time **You** made the booking.

Pregnancy Complication - A complication of pregnancy other than **Normal Pregnancy** which **You** were unaware of at the time of the **Booking** and which results in **You** being unable to use, participate in or attend at the **Booked Event**.

Paying Party - any organisation or body who has a legal liability to pay compensation for the failure of the service against whom you have a right of redress under the terms of carriage.

Refund Protect - A trading style of Event Protect Limited who act for Us as administrator of all refund applications made by our Booking Holders under our Refund Protection terms.

What We will refund?	What will We not refund?	Evidence required
<p>Illness / Injury</p> <p>means an, Illness or accidental Injury to You or a member of Your Immediate Family. We will also refund the cost of the Doctor's note on valid Refund Application.</p>	<ul style="list-style-type: none"> ▪ If You cannot produce a Doctor's note for the, Illness or Injury. 	<ul style="list-style-type: none"> ▪ Doctor's note or Medical Certificate confirming the illness or injury occurred prior to the date of the Booked Event.
<p>Pre-existing Medical Condition</p> <p>means a pre-existing medical condition that You were aware of at the time You made the Booking that would not normally preclude You from participation and use of the Booking.</p>	<ul style="list-style-type: none"> ▪ Where publicly available guidelines concerning Your pre-existing medical condition would normally preclude You from participation in or attendance at the Booked Event. ▪ Where You have been advised prior to the Booking by a Doctor or medical professional that You should not participate in an event such as the Booked Event. 	<ul style="list-style-type: none"> ▪ Doctor's note or Medical Certificate dated prior to the date of the Booked Event.
<p>Pregnancy Complication</p> <p>means a complication of pregnancy You were unaware of at the time of the Booking and which results in You being unable to use, participate in or attend at the Booked Event.</p>	<ul style="list-style-type: none"> ▪ Normal Pregnancy ▪ If You received advice from a Doctor or Medical Professional prior to making the Booking that You should not engage in the Booked Event. 	<ul style="list-style-type: none"> ▪ Doctor's note or Medical Certificate
<p>Death</p> <p>means Your death any time prior to the Booked Event or the death of an Immediate Family member or any person(s) in the Group due to attend the event with you, up to 4 weeks prior to the date of the Booked Event.</p>	<ul style="list-style-type: none"> ▪ The death of a person that is not an Immediate Family member or any person(s) that are not in the Group due to attend the Booked Event with you. 	<ul style="list-style-type: none"> ▪ A death certificate.

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<p>Public Transport Failure</p> <p>means Unexpected disruption or failure of the public transport network which You could not have reasonably been aware of before the date of the Booked Event.</p>	<ul style="list-style-type: none"> ▪ If You were previously aware of the disruption to the Public Transport Network prior to the date of the Booked Event and did not make reasonable suitable alternative travel arrangements to attend the Booked Event. ▪ If there is a financial failure of any Public Transport. ▪ Paying Party - any organisation or body who has a legal liability to pay compensation for the failure of the service against whom you have a right of redress under the terms of carriage. 	<ul style="list-style-type: none"> ▪ A copy of the notice of failure or disruption of the public transport. (This can normally be obtained from the transport company's website).
<p>Scheduled Airline Failure</p> <p>means the cancellation of flight(s) which You were unaware of before the date of the Booked Event.</p>	<ul style="list-style-type: none"> ▪ If You were previously aware of the disruption to the Public Transport Network prior to the date of the Booked Event and did not make reasonable suitable alternative travel arrangements to attend the Booked Event. ▪ If there is a financial failure of any Public Transport ▪ Paying Party - any organisation or body who has a legal liability to pay compensation for the failure of the service against whom you have a right of redress under the terms of carriage. 	<ul style="list-style-type: none"> ▪ A copy of Your airline ticket and notice of cancellation from the airline.

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<p>Mechanical Breakdown</p> <p>means in the 24 hours prior to the Booked Event, the mechanical breakdown, accident, fire or theft of a vehicle taking You to the Booked Event.</p>	<ul style="list-style-type: none"> ▪ If You did not leave sufficient time to travel to the Booked Event. ▪ If You did not make reasonable alternative arrangements to attend the Booked Event. 	<ul style="list-style-type: none"> ▪ Breakdown - A copy of the call out note from Your breakdown recovery service, (for example the RAC, AA, Green Flag). ▪ Accident - An accident report from the Police or relevant traffic authority. ▪ Fire - A report from the fire service and/or, the Police. ▪ Theft - A record including a crime reference number from the Police and evidence from the submission of a claim to Your motor insurance company.
<p>Jury Service</p> <p>means a summons for You to attend Jury Service which takes place over the date of the Booked Event of which You were unaware at the time of making the Booking.</p>	<ul style="list-style-type: none"> ▪ If You were aware of the Summons for Jury Service prior making the Booking. 	<ul style="list-style-type: none"> ▪ A copy of the letter /Summons requiring Jury Service.

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<p>Court Summons</p> <p>means You are summoned to appear as a witness in court proceedings on the day of the Booked Event of which You were unaware of the time of making the Booking.</p>	<ul style="list-style-type: none"> ▪ If You were aware of the date of the Court Summons prior making the Booking. ▪ Any Court Summons in which You are a named Defendant in Criminal Proceedings or where You are the subject of Criminal Proceedings. 	<ul style="list-style-type: none"> ▪ A copy of the Court Summons.
<p>Home Emergency</p> <p>means a Burglary, Fire, Malicious Damage or Flood at Your private residence up to 48 hours immediately before the Booked Event.</p>	<ul style="list-style-type: none"> ▪ If the Home Emergency was more than 48 hours prior to the Booked Event. ▪ If You were aware of the Home Emergency prior to making the Booking. 	<ul style="list-style-type: none"> ▪ Burglary, Flood, Malicious Damage - A record including a crime reference number from the Police or evidence from the submission of a claim to Your home insurance company. ▪ Fire - A report from the fire service and/or police.
<p>Armed Forces & Emergency Services Recall</p> <p>means You as a member of the Armed Forces, Reserve Armed Forces or Emergency Services are recalled to work or duty on the date of the Booked Event or are posted overseas and as a result cannot attend the Booked Event.</p>	<ul style="list-style-type: none"> ▪ You were aware or had a scheduled shift on the date of the Booked Event, prior to making the Booking. ▪ You made an unsuccessful request for annual leave for the date of the Booked Event. ▪ You were relocated less than 100 miles from Your current home address. 	<ul style="list-style-type: none"> ▪ A note from the Your Commanding Officer or Line Manager to confirm being called into work or duty and that this was not Your originally scheduled shift(s).

What We will refund?	What will We not refund?	Evidence Required
<p>Adverse Weather</p> <p>means weather where a Government Agency has issued warnings not to travel which entirely prevents You attending or reaching the Booked Event.</p>	<ul style="list-style-type: none"> ▪ Adverse weather with no warnings not to travel from a Government Agency. 	<ul style="list-style-type: none"> ▪ A copy of the travel warning from the Government Agency. ▪ Confirmation of the relevant road closures.
<p>Relocated for Work</p> <p>means You being relocated for work temporarily or permanently more than 100 miles from Your current home address by Your employer about which You were unaware of at the time of Booking.</p>	<ul style="list-style-type: none"> ▪ Where the relocation or new job is less than 100 miles from Your current residence. 	<ul style="list-style-type: none"> ▪ A letter from the Your current employer confirming the relocation.
<p>Theft of Ticket(s)</p> <p>means the theft of a physical ticket for the Booked Event in 24 hours before the Booked Event which cannot be replaced by the ticketing company/event organiser.</p>	<ul style="list-style-type: none"> ▪ Where tickets are able to be replaced by the ticketing company /event in advance of the Booked Event or on the day via the box office. 	<ul style="list-style-type: none"> ▪ A police report or crime number to confirm the theft of the tickets. ▪ An email from the ticketing company/event organiser /confirming they are unable to replace/re-issue the tickets.
<p>Government Travel Ban</p> <p>means the government of Your country of residence issuing a public travel ban to the country or area where the Booked Event is scheduled to take place in the preceding 7 days before the Event</p>	<ul style="list-style-type: none"> ▪ Where Your government has issued a travel warning but has not banned travel to the country or area where the Booked Event is located. ▪ Where You made the booking after the Government Travel ban was already in force. ▪ Where the reason for the ban is listed as a General Conditions 	<ul style="list-style-type: none"> ▪ Evidence from Your national government website confirming the travel ban to the country or area where the Booked Event is located.

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<p>Redundancy</p> <p>means You are unexpectedly made compulsorily redundant by Your employer.</p>	<ul style="list-style-type: none"> ▪ Where the redundancy was voluntary. ▪ Where You are dismissed from employment. 	<ul style="list-style-type: none"> ▪ A letter of compulsory redundancy from Your employer.
<p>Changes to Examination Dates</p> <p>means the unforeseen change of the date of an examination for a course on which You are registered to the day(s) of the Booked Event.</p>	<ul style="list-style-type: none"> ▪ Where You failed the examination previously and had to re-sit. ▪ Where the change of date of the examination was known to You prior to making the Booking. ▪ Where You have personally requested a change to the examination date 	<ul style="list-style-type: none"> ▪ A copy of a notice from the examination body, school, college, university evidencing, the date of the examination has been changed.
<p>Emergency Circumstances</p> <p>means an unforeseen circumstance completely outside Your control and of no fault of Yours. The decision to refund is entirely at the discretion of Refund Protect as our administrator. They will consider these circumstances and have no obligation whatsoever to provide a refund.</p>	<ul style="list-style-type: none"> ▪ Anything which Refund Protect considers is not intended to be part of this wording. 	<ul style="list-style-type: none"> ▪ Any evidence requested by Refund Protect to verify the emergency circumstances.

General Conditions of Refund

- **You** must make all necessary arrangements to arrive at the event on time.
- **You** must not be aware of any fact, matter or circumstance, at the time Booking Refund Protection is selected, 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: 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 jurisdiction of the English courts.
- **You** will be asked to provide at **Your** own expense the supporting proofs stated against the reason for refund shown in the table above.

IMPORTANT

Any translation of this document from English is for assistance and information only.
In event of a Refund Application the English language version shall be the basis of settlement.

You can view this online here www.refundprotect.co or request a copy from us at anytime