

Capital Theatres 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 Ticket Plan 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**;
- 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**, provided you supply **either a doctor’s certificate** where **your** refund request is for **accident** or **illness** which is not a **pre-existing medical condition**, or a death certificate where **your** refund request is for death (additional medical confirmation may sometimes be required following submission of a death certificate). In relation to the death of an immediate family member a refund will only be provided where the death occurs within 4 weeks of the date of the **booked event** and after the purchased date;
- 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 summons requesting **you** to appear in court;

Ahead of the crowd on ticket protection

- **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 print out 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:

- 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**;
- 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 a **doctor's** report for **accident** or **illness**;
- 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 the expected date of delivery is within 4 weeks of 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**;
- **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.

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 www.ticketplangroup.com/refund-application-form and complete an online refund application form, or write to **us** at **TicketPlan Limited, Evolution House, New Garrison Rd, Southend-on-Sea, UK, SS3 9BF** 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** – 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 www.ticketplangroup.com/privacy-policy.

Definitions

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

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| accident | A bodily injury confirmed by a doctor that prevents you from attending the booked event . |
| 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 . |
| 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. |
| 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, grandparent, grandchild, 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. |

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| 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(s) | 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 . |
| you/your/yourself | A person who has made a booking alone or as part of a group with us . |