

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 policy.

This Refund Promise is administered by AGS Pier GmbH (UK Branch) 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.

Our promise is subject to Maltese 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** **you** could not have 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 the **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** or where the funeral falls on the day of 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 where the date of **booking** is more than 35 weeks before the expected delivery date of **your** baby and where:
 - **you** give birth within the 4 weeks leading up to the **booked event**, or
 - the **booked event** falls within 4 weeks of the expected date of delivery of **your** baby.

- mechanical breakdown, accident, fire or theft of the private vehicle whilst taking **you** to the **booked event** provided that **you** supply a dated 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 at court proceedings as a witness of which **you** had not received notice at the time of the **booking** provided **you** supply the original dated summons requesting **you** to appear in court;
- **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;
- **you** being an employee of the **emergency services** and being required to attend an emergency and having leave withdrawn unexpectedly which **you** had not received notice of at the time of the **booking** provided that **you** produce the original advice of cancellation of leave/advice to attend emergency at short notice in relation to **your** employment.
- adverse weather where the appropriate authority has issued a red weather warning or equivalent 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 relevant website/confirmation of Police Warning for weather applications.

When we will not refund?

We will **not** make a refund where:

- any circumstance which prevents **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;
- **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;
- the **booked event** is cancelled, abandoned, postponed, curtailed or relocated at any time prior to **your** refund request being settled;
- **you** cannot provide suitable supporting documentation, a **doctor's** report for **accident** or **illness** or a death certificate where **your** refund request relates to death;
- the symptoms that accompany a **normal pregnancy** are the sole reason **you** cannot attend a **booked event**, with the exception of where the date of **booking** is prior to 35 weeks before the expected delivery date of **your** baby and where either:
 - **you** give birth within the 4 weeks leading up to the **booked event**, or
 - the **booked event** falls within 4 weeks of the expected delivery date of **your** baby.
- **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;
- **you** do not attend a **booked event** other than for a reason covered by this Refund Promise;
- any proportion of the value of the **booking** **you** can recover elsewhere;
- 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**;
- 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.
- **you** make a false or fraudulent refund request or support a refund request by false or fraudulent document, device or statement.

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) or any loss other than the face value of the ticket to the **booked event**.

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

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 damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

General Conditions

The following apply to ALL refund requests:

1. **You** may not assign this **Refund Promise** without prior written agreement from **us**.
2. **You** must take reasonable care to answer all questions about this **Refund Promise** honestly and fully at all times. **You** must also tell **us** straight away if anything that **you** have already told **us** changes.
3. Unless **we** agree otherwise, this **Refund Promise** is governed by German law. If there is a dispute, it will only be dealt with in the courts of Germany unless **we** agree to transfer it to another jurisdiction.
4. **You** must make all necessary arrangements to arrive at the event on time and be prepared to evidence the same;
5. **You** must take all reasonable precautions to prevent or reduce any refund request under this Refund Promise.
6. **You** must take all reasonable precautions to prevent or reduce the amount to be requested under this Refund Promise.

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 .
Administrator	AGS Pier GmbH (UK Branch), Evolution House, New Garrison Rd, Southend-on-Sea, UK, SS3 9BF

Booking	The transaction in which you paid for a booked event .
Booked event	The pre-planned and pre-booked service(s) / event(s) / ticket(s) booked and transacted with the event organiser via us by you .
Doctor	A qualified medical practitioner who is registered with a recognised professional body in your country of residence. 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 booking including a Refund Promise within 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, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law or daughter-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	Buses, trains and other forms of transport that are available for public use, charge set fares and run on fixed routes, on which the customer had planned to travel to a booked event . This does not include public hire taxis licensed for public use or aeroplanes/airlines.
Ticket(s)	A non-refundable, authorised ticket that was purchased from a recognised and reputable booking vendor where the Refund Promise has been purchased at the same time as purchasing the ticket(s) .
We/us/our	The ticketing platform which facilitated the booking and from whom you purchased the refund promise along with the booking .
You/your/yourself	A person who has made a booking alone or as part of a group with us and who has paid the Refund Promise Fee.

Requesting a Refund from Us

If **you** need to cancel a ticket please visit www.ticketplan.com/app/eea and complete a refund request form, as soon as reasonably possible and no later than 14 days as an absolute maximum after becoming aware of circumstances that may lead **you** to request a refund.

Alternatively, email **us** at support@ticketplan.com to request a refund request form.

You must provide **us** with such information in support of **your** refund request as **we** may reasonably request. This will include a refund request form and any other evidence that **we** may require in support of **your** refund request.

If **your** refund request is accepted, **we** will pay the value of the refund to **you**. If, for any reason, **your** refund request is not covered, **we** will tell **you** why this is.

All refund requests will be settled in Euro. **We** are not liable for any variations as a result of fluctuations in exchange rates.

We have the right to deal with and take over, in **your** name, any refund request **you** make under Refund Promise and to take legal action in **your** name (at **our** expense) and ask **you** to give **us** details which will assist **us** to recover any payment **we** have made under this Refund Promise.

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. If **you** make a claim under the Refund Promise **you** will be required to provide additional personal data to TicketPlan. TicketPlan 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.ticketplan.com/privacy-policy

TicketPlan Refund Promise 20250506