

Booking Refund Protection

We will provide you with a refund on any unused **booking** if you are unable to start your **holiday** on its **commencement date** due to any of the circumstances set out below. Please note that this is not an insurance policy. If you purchase Booking Refund Protection these terms and conditions are added to our general terms and conditions and applied to the **booking** you make.

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**.

Commencement date – The first day of the **holiday**.

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.

Holiday – The **booking** you have made with us to rent a specified property for a specified time where we are acting as agent of the property owner

Group – Any number of people who have been declared to **us** as part of the party for a **holiday** booked with us with Booking Refund Protection in the same transaction.

Illness – A physical or mental condition confirmed by a **doctor** that prevents **you** from starting the **holiday** on the **commencement date**.

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 starting the **holiday** on the **commencement date**.

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 the **holiday**.

Booking – A confirmed non-refundable booking of a **holiday** with **us** where Booking Refund Protection has been purchased at the same time as booking the **holiday**.

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

What will we refund?

We will refund the cost of **your booking** if you are unable to start the **holiday** on the **commencement date** due to:

- unexpected disruption of the **public transport network** you could not have reasonably known about before the date of travel to the **holiday**;
- **injury**, or **illness** happening to **you** or a member of **your immediate family** or any person(s) in the **group** due to attend the **holiday** with **you**;
- death happening to **you** at any time before the **holiday** or to a member of **your immediate family** 4 weeks or less before the **holiday**;
- the mechanical breakdown, accident, fire or theft en route of a private vehicle taking **you** to start the **holiday**;
- jury service which **you** were unaware of at the time of the **booking**;
- burglary or fire at **your** residence in the 48 hours immediately before the **commencement date** of the **holiday** 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 **booking**;
- **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 unexpectedly made compulsorily 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 provide confirmation of the **booking**;
- the **holiday** is cancelled by us as the property is not available and an alternative is accepted by **you** under our general terms and conditions;
- your sole reason for not attending the **holiday** is due to another member of your **group** no longer being able to attend;
- **you** are unable to take the **holiday** because you are unable to obtain a visa to travel;
- **you** decide not to take the **holiday** other than for a reason included within this Booking Refund Protection;
- **you** are prevented from travelling to the **holiday** due to disruption of the **public transport network** which is public knowledge prior to the **commencement date**;
- **you** can recover any part of the cost of the **booking** from other sources (but this will not affect refund of any balance if all other conditions for a refund are met);
- in **our** reasonable opinion, **you did not allow** sufficient time to travel to the **holiday**;
- **you** carry out a criminal act which prevents **you** taking the **holiday**;
- **you** are prevented from travelling to the **holiday** 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 **booked event**.

We will not pay for travelling or associated expenses or any loss other than the direct cost of the **booking**.

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

- a) **you** must make all necessary arrangements to arrive at the **holiday** on the **commencement date**.
- b) **you** must not be aware of any material fact, matter or circumstance, at the time Booking Refund Protection is purchased, which may give rise to a refund request.
- c) **you** must take all reasonable precautions to prevent or reduce any request for a refund.
- d) 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 laws and the decisions of English courts.
- e) the cost of Booking Refund Protection is non-refundable unless cancelled within 14 days of purchase (or before the holiday has taken place if less than 14 days away). To cancel the Booking Refund Protection, **you** need to contact **us** within 14 days.

Requesting a Refund

You must log into www.bookingprotect.com/refund 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 and in any event no more than 45 days after the **commencement date**.

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

- confirmation 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 a relevant police report;
- 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 **booked event**;
- 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.