

## **Planet Festival - Terms & Conditions**

The terms and conditions of Planet Festival relate to the travel arrangements that Planet Festival provide to Festivals. They do not relate to the festival itself. Planet Festival does not have any influence or involvement in any of the festivals and as such Planet Festival cannot have any responsibility to you for any part of the festival

### **Festival Only Ticket**

Planet Festival provides a service whereby we can sell festival tickets on behalf of the promoter and/or festival organizer. In this instance our responsibility to you is limited only to the arranging of the festival ticket. We do not have any contractual responsibility for any part of the festival. This includes the cancellation of the festival, the change in the line up, the condition and facilities of the venue, any injuries incurred in the venue and any other changes. We advise you to be fully conversant with the terms of the festival itself which will be available on request from the organizer or their web site. We therefore cannot accept any responsibility or pay any refund or compensation in respect to changes to the festival. Festival tickets are non transferable and non refundable

### **Planet Festival packages**

#### **1. Contract & Payment**

- a) All bookings made via Planet Festival are subject to the following terms, by agreeing to the Terms & Conditions online, on receipt of confirmation or on completion of transaction you are agreeing to the below, it is your responsibility to ensure that you have read carefully, understood and agree to the following. Your contract is between yourself and the Principle, Planet Festival. Any person who purchases a ticket and/or travels arrangements with Planet Festival agrees to the Terms and Conditions. A "contract" means any agreement for the supply and purchase of the Services provided by Planet Festival and/or its suppliers and partners. These Terms and Conditions form the basis of your contract with Planet Festival. In these Terms and Conditions 'you' and 'your' are references to the lead passenger who must book on behalf of all persons named on the booking. By agreeing to these Terms and Conditions, the lead passenger confirms that he/she is authorised and agrees to be bound by these Terms and Conditions. References to 'we', 'our', and 'us' are references to Planet Festival Limited. A contract will exist between you and us when we issue a confirmation via email
- b) At the time of booking a deposit or full payment is required. Only when the transaction has been processed will your booking be confirmed and you will receive receipt of payment and confirmation. Within the period between your payment reaching us and us getting confirmation from the Planet Festival if your request is unavailable and we cannot obtain an alternative acceptable, you will of course receive a complete refund of all monies for that particular product. The refund will only apply to the product that is unavailable and any other bookings will not be affected, you will be committed to any other products which were booked for travel at the same time. At the time of booking you must pay the full stated amount, the contract between us will not be formed until we are in receipt of payment and you have received confirmation of your booking.
- c) If your booking is made more than 10 weeks before the intended departure date, you must pay

either:-

(i) the full fare (depending on the carrier's conditions for the travel arrangements in question ),  
or

(ii) a deposit as required by us and/or the supplier of the services for the arrangements in question, the amount of which will be advised at the time of booking.

You will be advised at the time of booking what payment is required for your particular arrangements. The balance of the cost of your travel arrangements must be paid within 10 weeks before the departure date. If your booking is made within 10 weeks of your intended departure date, the total cost of your travel arrangements must be paid at the time of booking.

PLEASE NOTE FAILURE TO PAY ON TIME WILL RESULT IN CANCELLATION.

- d) Payment can be made by either Visa credit/debit card or mastercard credit. Customers will be subject to a card handling fee of 2.5% of the value of the transaction

You must be at least 18 years of age to book as a group leader with Planet Festival. If you are under 18 years of age, you can travel accompanied by a responsible adult.

## **2. Your financial protection**

### **ABTA**

We are a Member of ABTA which means you have the benefit of ABTA's assistance and Code of Conduct. Many of the travel arrangements that we sell are protected in case of the financial failure of the travel company. Please ask us about the protection that applies to your booking.

### **ATOL**

All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to:

[www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate).

## **3. Booking details & data protection policy**

At the time of booking when inputting information, you will need to thoroughly check all has been entered correctly, on receipt of any correspondence or documentation all details must be checked, we need to be notified of any errors immediately.

The booking information that you provide to us will be passed on only to the relevant Travel supplier's to confirm your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area ("EEA"), controls on data protection may not be as strong as the legal requirements in the United Kingdom. In making this booking, you consent to this information being passed on to the relevant parties. A full Data Protection Act statement can be found at the ABTA website.

#### 4. Confirmation & Tickets

- a) Planet Festival follows strict rules and procedures to ensure each Customer receives all the correct information before travel as per the Customers order. Any travel documents or tickets required to travel will be sent by post and/or email within 7 days prior to your departure date. On receipt you must check your documentation and inform Planet Festival immediately if it is not correct otherwise we will not accept liability for any inaccuracies. It is the responsibility of the Customer to check the accuracy of your travel information. If incorrect the Customer must contact Planet Festival immediately to ensure where possible details can be amended, this will be dependent on Airlines and Suppliers contracts, administration fee's will apply (See section 6. Cancellation & amendments for more details) Planet Festival can accept any responsibility for refusal to travel if the Customer's details are incorrect and we have not been notified.
- b) If Planet Festival have to alter a departure or arrival point or the date or time of travel all Customers will be notified and receive confirmation of the new details using the contact details provided during the booking process. Planet Festival accepts no liability for changing any details of the journey when forced to by events out of its control. (See section 13. Circumstances beyond our control)
- c) Not all information relating to your booking may be available to Customers at the time of purchase, any further information will be communicated via our website or by email at a later date before travel.
- d) Your ticket/voucher is your confirmation of the details of the service you have purchased from Planet Festival and it shows relevant travel and/or festival details. It acts as confirmation of a contract agreed to by you and us for the provision of a service details on the ticket. Your ticket is our property and shall be returned to us on request.
- e) A ticket may only be used by the person(s) named on it. Any exceptions must have the prior written consent of Planet Festival.
- f) Your ticket permits you to travel only on the service detailed, travel at any other time is not guaranteed, Planet Festival will only allow you to travel on another service, date or time if it is operationally viable in exceptional circumstances.
- g) It is the responsibility of the Customer to take care of their ticket. If a ticket is defaced, damaged or tampered with, or lost, it is not valid for travel. We reserve the right to refuse you to travel or to issue a replacement ticket in such circumstances. We reserve the right to charge an administration fee to replace a ticket. We are not obliged to replace any ticket which is lost, mislaid or stolen and you may be required to purchase a new ticket.
- h) The Customer must retain their ticket with them whenever they travel on a service and produce the ticket for inspection whenever asked by a member of staff. The Customer must have a valid ticket in order to travel and Planet Festival have the right to refuse travel if no ticket can be produced when asked. If a Customer does not have a valid ticket then, if seats are available, a new valid ticket must be purchased. If you are found to be travelling without a valid ticket you will be deemed to be in breach of these terms and conditions and will be asked to leave the service, we may remove you from the service if you refuse.
- i) If you are in possession of a Concessionary ticket you may be required to produce evidence that you are eligible for that ticket. A request of proof can be made at both the time of purchase and when boarding a service. Any failure to show the required evidence could result in you being required to pay the full fare for the journey.
- j) If we have reason to believe that a ticket has been fraudulently used then we reserve the right to refuse you travel. You will not be entitled to a refund for any ticket confiscated in relation to this clause and we shall have no further obligation or liability to you.
- k) All documents (that are unable to be sent to you electronically) will be sent to you by post. Once documents leave our offices we are not responsible for their loss. If tickets or other documents need to be reissued all related costs must be paid by you. You can elect for delivery by other means subject to payment of an additional charge.

## **5. Changes made by us before travel**

In some circumstances we may have to make changes to bookings before travel, mainly for reasons out of our control, if any necessary changes are required you will be notified with as much notice as possible.

- a) On the rare occasion there is insufficient demand, in these circumstances we will offer an alternative package, if you do not wish to take the alternative we offer you will receive a full refund. No compensation will be payable in these circumstance.
- b) We will not cancel your holiday within 8 weeks unless we are forced to do so.
- c) We reserve the right to alter, suspend or terminate any coach service without notice whether before or after we have sent you a booking confirmation and/or an e-ticket, and to substitute an alternative service.
- d) If we cancel or alter a Service or journey before it has started, other than due to events beyond our control (See section 13. Circumstances beyond our control), we will ensure the customer reaches their booked destination by making alternative travel arrangements; or cancel the booking and enable the customer to claim a full refund of the fare paid. If any portion of the service has been used, such as the outward portion of a return ticket, then 50% of the fare will be refunded.
- e) If we cancel or alter a Service on which passengers with valid tickets are already travelling before reaching the booked destination, other than for a reason beyond our control (See section 13. Circumstances beyond our control), we will have the following liability to customers with valid tickets: to ensure the customer reaches their booked destination by making alternative travel arrangements or by providing a replacement vehicle which may not be exactly as advertised.
- f) If forced to cancel or alter any Service for reason of emergency or due to events beyond our control (See section 13. Circumstances beyond our control), then we will have no liability to refund customers and we will have no further or other liability to you.
- g) The fulfilment of the delivery of our Service will be deemed to be suspended for the period of any of the above reasons of emergency and events beyond our control. Planet Festival Limited will have an extension of time in order to provide the Service and will use reasonable endeavours to find a solution to any of the above events by which our obligations under these terms and conditions are affected.

Planet Festival reserves the right to cancel any Service where passenger numbers deem it commercially unviable. If Planet Festival does withdraw any Service for this reason we will provide Customers with reasonable notice and attempt to offer a suitable alternative Service. All Customers will be offered a full refund in these circumstances. We do have the right to alter your service for any reason at any time. Due to the nature of our business we are subject to road and traffic conditions and laws and regulations for vehicles and drivers. Planet Festival will not be liable for any loss or inconvenience suffered as a result of any service alterations. The Customer should ensure they and members of their party have appropriate travel insurance to cover any consequent losses suffered as a result of a delayed or altered journey.

## **6. Cancellations & Amendments**

All requests of amendments or cancellation must be sent in writing to a member of the Customer service team at Planet Festival (Contact details on website). Upon receipt of requests, a member of the team will be in touch to advise you of the options available.

We cannot guarantee that all requests are possible and will be subject to supplier's terms and conditions, please note that typically changes to flight tickets are very restrictive.

Where we can make a change, we will charge for any additional services, facilities or items changed at the price that applies on the date the amendment is processed, in addition you will also be charged an administration fee, see below;

The cost shown below is per change per person;

Any changes to passenger information i.e. name change	Notice given more than 70 days
Coach bookings	£15 per change

Accommodation	Notice given more than 70 days
Any changes	£30 per change

Transports	Notice given more than 70 days
Coach changes	£15 per change
Transfer changes	£5 per change
Shuttle changes	£5 per change

Please note the above will only apply if the amendment is possible, subject to suppliers T&C's, providers may impose additional charges of up to 100% of your travel cost, any additional charges will be in addition to the administration fee's stated. Requests for changes less than 70 days prior to departure may incur higher charges, we will be restricted and limited to the changes we can make on bookings – contact our Customer service team for more details.

Festival ticket	All notice periods
All changes	Not permitted, non-changeable, non-transferable & non-refundable

Cancellation terms when you book the following;

Tickets – All event & festival tickets are non refundable and non changeable as per terms & conditions of the festival promoters websites

Coach travel – Non-refundable or non-transferable

Accommodation – Any changes or cancellation will be subject to the suppliers Terms & Conditions, there may be restrictions, please check before completing your booking.

Cancellation of certain travel arrangements can result in up to 100% cancellation charges regardless of the notice period given to us. We reserve the right to pass on these charges which will apply.

## 7. Insurance

Insurance is an important and essential part of your holiday, we strongly recommend purchasing insurance at the time of booking any holiday to ensure you have the relevant cover in place for travel. It is your own responsibility to ensure you are covered before travel.

## 8. Prices

All prices shown on our website are applicable at the time of booking, prices are subject to variation, Planet Festival reserves the right to change prices at any time.

- a) We reserve the right to correct errors in both advertised and confirmed prices. We also reserve the right to amend prices with regard to changes in the external supplier costs. We will inform customers of any price changes as soon as we become aware that changes need to be made.
- b) As a result of the instability in oil prices, coach suppliers can charge a fuel supplement which will be included in the price of your holiday. As these change regularly, the price you pay for your holiday may not be displayed on our website as we are not always able to make changes as quickly as these supplements change.
- c) Once the price of your chosen holiday has been confirmed, then, subject to the correction of omissions or errors, we will only increase the price in the following circumstances: changes in transportation costs, including the cost of fuel, and exchange rates mean that the price of your travel arrangements may change after you have booked.
- d) We will absorb and you will not be charged for any increase equivalent to 2% of the price of your booking, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission if applicable. If this means that you have to pay an increase of more than 10% of the price of your original booking, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges initiated.
- e) We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.
- f) Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## 9. Passport, Visa and Health

We can provide general information however it is your sole responsibility to ensure you and all those within your party have a valid passport, Visa and travel documents required for the Country you are visiting. We accept no responsibility if you cannot travel because you have not complied with any passport, visa or immigration regulations.

Passport, Visa and health requirements can change from time to time. Prior to travelling we strongly recommend seeking guidance and advice from the Embassy or Consulate of the Country you intend to visit if you are unsure what is needed to travel. When travelling to certain Countries you may require vaccinations, if you contact your GP or a local travel clinic they can advise on the most up to date information, alternatively visit the foreign office website [www.fco.gov.uk](http://www.fco.gov.uk) for more details.

## 10. Complaints

We pride ourselves on delivering the highest standard of customer service but if you have any dissatisfaction regarding your travel arrangements and you are unable to resolve a situation in resort,

your complaint should be reported to us within 28 days of your return, alternatively if you wish to make a formal written complaint this will need to be addressed to Planet Festival on the above address. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. If you are unsure of the process or would like any advice you can contact Our Customer service team who will be happy to help and advice.

We aim to resolve any complaints ourselves, if this is not possible or cannot be resolved, your complaint can be referred to ABTA [www.abta.com](http://www.abta.com)

## **11. Luggage and lost property**

For safety reasons there are restrictions on what passenger property can be carried as Luggage. On our coach service you are allowed to take one medium sized rucksack or holdall up to 20kg and one small piece of hand luggage.

The following items are all prohibited from being carried on our services: any weapons, drugs or solvents (other than medicines), live or dead animals, fish or insects, battery powered wheelchairs / disabled scooters, prams, non folding pushchairs, non-folding bicycles, surfboards, or any items which are in our opinion unsafe, or may cause injury or damage to property, or which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable, or items with sharp or protruding edges, or any item over 20kg in weight.

If you are found to have any of these prohibited items in your possession or within your luggage, we reserve the right to refuse you travel and/or remove the items from the coach immediately. If you require confirmation as to whether a particular item may be carried then you should obtain our written confirmation before purchasing your ticket. Planet Festival will take every precaution to prevent loss or damage to any item of Customers luggage, all luggage carried will be entirely at the Customers risk and Planet Festival accepts no liability whatsoever for loss or damage howsoever caused.

If you have any lost property please contact our customer service team will full details of location and descriptions of items along with information on your booking and transport taken, if found by members of staff or left on a vehicle used by Planet Festival we will use reasonable endeavours to facilitate the return of these lost items.

## **12. Coach Travel and the provision of service**

It is the Customers responsibility to ensure they are at the stated pick up and drop off points at the loading time, with plenty of time prior to departure time. If you arrive late, after the departure time we shall not be liable to provide an alternative service.

It is at the discretion of Planet Festival staff and the Driver if the coach takes any breaks during the journey. If a break is included on a journey then it is the responsibility of the Customer to return to the vehicle by the time stated by the driver.

We will not reimburse any additional costs you may incur as a result of you missing the coach. The Driver has overall and sole responsibility for the safety of the vehicle at all times. The Driver may eject any passenger from the vehicle at the closest safe location if they believe their behavior may risk the safety of themselves or other passengers or is in breach of Public Service Vehicle (conduct of drivers, inspectors, conductors and passengers) Regulations 1990.

## **13. Circumstances beyond our control**

Planet Festival will not be liable for any failure to fulfil our service as advertised to the customer, which is caused by events outside our reasonable control. These events include any act, event, non-happening, omission or accident beyond our control and include in particular (without limitation) the following:

- a) Riot
- b) Civil Unrest
- c) Fire and/or damage at a scheduled arrival or departure point
- d) War or threat of war
- e) Acts of Vandalism and Terrorism
- f) Strikes, Lock Outs or other industrial action
- g) Stoppage or restraint of labour
- h) Compliance with requests, acts, decrees, legislation, regulations or restrictions from the Police, other emergency services, customs or other government officials and security services
- i) Extreme weather condition or natural disaster
- j) Impossibility of the use of other means of public or private transport
- k) Extreme road conditions, including unforeseen traffic delays and accidents causing delays on the service route
- l) Vehicle being unavailable to Planet Festival
- m) Impossibility of the use of public or private telecommunications networks
- n) Problems caused by other customers
- o) Bankruptcy, insolvency or cessation of trade of any carrier used by us
- p) Any circumstances which affect passenger safety

#### **14. Festival Venue & Admission**

Entry to festivals is controlled by the festival organizers, stewards and/or police or security. If your actions or behavior result in being denied entry – we can not guarantee your admission, this will be at the discretion of staff on site and we accept no responsibility if this was to happen.

Age restrictions at Events/Festivals are out of our control, it is your responsibility to confirm before making a booking that you will be allowed entry at the chosen Festival.

Festival Ticket conditions and regulations will apply and will be stated on your ticket or are available on request from the Festival organizer.

#### **15. Our liability to you**

Our obligations, and those of our suppliers providing any service or facility involved in any of your package, are to take reasonable skill and care to arrange for the provision of such services and facilities. This does not necessarily mean compliance of every local law and regulation but of the relevant regulatory requirements we advise we comply with.

For cancellation and alteration of services, unless detailed we shall not be liable for any loss, damage, liability, or cost suffered by you as a result of any cancellation, delay or alteration of any service by us. Planet Festival has no liability whatsoever to any person who has not purchased or has any proof of purchase of a valid ticket for one of our services.

Planet Festival do not exclude or limit our liability for death or personal injuries resulting from our negligence, nor where you deal as a consumer exclude your statutory rights.

Our maximum liability to our customers for any reasonable and foreseeable loss, damage or liability which you may suffer or incur which results from our failure to deliver the service advertised or our negligence in connection with the delivery of that service or the deliberate or negligent acts or omissions of any of our employees, representatives or sub-contractors, shall be limited to an aggregate of £200 (Two Hundred Pounds Sterling).

Our liability for losses incurred as a result of our breaking of this contract is strictly limited to the

purchase price of the coach journey you purchased. If an event entry ticket has also been purchased then Planet Festival will not be liable for the Event Entry Ticket price. This does not include or in any way limit our liability for;

- (i) Death or personal injury caused by our negligence
- (ii) Fraud or fraudulent misrepresentation
- (iii) Any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

Planet Festival are not responsible for indirect or consequential losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

- (a) Loss of income or revenue;
- (b) Loss of business;
- (c) Loss of profits or contracts;
- (d) Loss of anticipated savings; loss of or corruption to data, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

## **16. Changes to Terms and Conditions**

Please note we may change or modify these Terms and Conditions and website information to keep you up to date with the most relevant information, by browsing the website you accept that you are bound by the current Terms and Conditions, we advise you check these each time you visit the site. If you have any questions about our Terms and Conditions, please feel free to contact us.

## **17. Information accuracy & change of content**

Descriptions of accommodation, star ratings, facilities & services we provide are based on information to the best of our knowledge and obtained from our suppliers and provided on recommendation and classification of local suppliers which may vary dependent on the Country you visit.

We will ensure information provided on our services and the products available is as up to date as possible and amended where necessary if any changes are to occur. If details and information is to change significantly you will be notified.

We will make every effort to keep all website content up to date and relevant regarding entertainment, acts, bands, DJ's, location, accommodation, venues, travel arrangements and facilities – this information is subject to change.

## **18. Suppliers Conditions**

Planet Festival only use experienced and professional Coach operators and travel suppliers with all relevant licenses and insurances in place. By accepting the Planet Festival terms and conditions you are also agreeing to abide by the terms and conditions of our suppliers.

Please note all service and travel arrangements that are provided are subject to the conditions of the relevant supplier. Some of these conditions may exclude or limit the supplier's liability to you and they are often subject to international conventions. Copies of these terms and conditions are available on request.

## **19. Special requests**

If you have any special requests they will need to be provided in writing, they will be noted and we will pass on the information to the relevant parties and where possible we will accommodate, Special requests can not be guaranteed.

## **20. Delays**

There is no guarantee that transport will depart at the times stated on any itinerary, confirmation or ticket which you receive. All timings are estimates only, and we do not have any liability to you for delay which may arise due to weather, traffic, schedule change or a flight affected by Air traffic control restrictions.

## **21. Law and Jurisdiction**

Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate) can deal with any disputes.