

TERMS AND CONDITIONS

SECTION A - APPLICABLE TO ALL BOOKINGS

1. INTRODUCTION

- 1.1 These Terms govern all Bookings, Packages and Tickets. Where You have purchased Travel Arrangements and/or Extras, the terms and conditions of the Supplier of those Travel Arrangements and/or Extras (as may be provided to You by Us or the Supplier from time to time) apply in addition to these Terms. These Terms are legally binding. You and any person who purchases, possesses, uses or attempts to use any Booking and You and any such person shall be deemed to have accepted and agreed to comply with these Terms. All capitalised words used in these Terms shall have the meaning as set out in the clause 'Interpretation'. We reserve the right to vary these Terms from time to time without notice and at Our sole discretion. Updates will be published on Our Website and the date at the top of these Terms will be updated to reflect the date of the latest amendments. Any directives or statements featured on the Tickets (including electronic Tickets) or posted or announced at or in relation to the Event, shall also form part of these Terms.
- 1.2 We act in the following capacities, as a non- flight Package Organiser in the sale of a Package, and as a Principal in a 'single service' booking (i.e. an accommodation only booking, ticket only, or add-on booking). Our obligations to you will therefore differ depending upon whether you book a Package where we are acting as the Package Organiser (please see '**Interpretation**' for further details of where this will be the case), as a Principal in the sale of a single service booking). Our differing obligations are set out below, in the following separate sections:
Section A contains the conditions that will apply to all bookings you make with us;
Section B contains the conditions that will apply when you make a Package booking with us, where we are Package Organiser; and
Section C contains the conditions that will apply where you make a single service booking with us, such as an add-on, where we are acting as Principal.

2. TICKET PURCHASE AND DELIVERY

- 2.1 Our Website is run on the platform operated by the Platform Provider. The Platform Provider has no control over the Tickets, Packages, Travel Arrangements or Extras We sell on Our Website. Where You make a purchase on Our Website, a contract is entered into between You and Us (subject to Our agency status as set out below for Travel Arrangements and Extras) and there is no contractual relationship between You and the Platform Provider. Your payment to Us may be processed on Our behalf by the Platform Provider (or its appointed third party payment processing provider). The Platform Provider receives the monies You pay to it as Our payment agent only. The Platform Provider is not a ticketing agent and has no responsibility to You. Any payment You make to the Platform Provider shall be in satisfaction of payments You are liable to make to Us in accordance with these Terms. If You have any questions, concerns, complaints, or requests, You should direct them to Us and not the Platform Provider.
- 2.2 Nothing in these Terms shall affect Your applicable statutory rights as a consumer.
- 2.3 Tickets and Packages may only be purchased from Us or through any other sale or transfer mechanism authorised by Us in writing. Tickets and Packages purchased or obtained from any other source shall be void and may be seized or cancelled without refund or compensation.

- 2.4 Bookings are not exchangeable, refundable or transferable unless purchased through a Package. Re-sale or attempted re-sale is not allowed, unless expressly authorised by Us (at Our sole discretion) Only Bookings that have been fully paid for shall be available for re-sale. Not all Bookings shall be available for re-sale and We reserve the right to disable the re-sale function at any time. Do not attempt to buy or sell Tickets from touts or unauthorised re-sellers. We reserve the right to cancel any Ticket that We reasonably believe to have been bought or sold in this way. We will not be able to respond to any questions or queries You might have unless You are a valid Ticket Holder.
- 2.5 Any attempt to exchange or transfer Your Booking in breach of these Terms shall result in the Booking being void and it may be seized or cancelled without refund or compensation.
- 2.6 Bookings can be paid for in the following ways (in case of options ii, iii and iv, subject to availability (which shall be entirely at Our discretion) and eligibility:
- 2.6.1 in full at the time of purchase using the acceptable payment methods as shown on Our Website (please note that these may vary from time to time);
- 2.6.2 by way of a payment plan with Us (the payment plan terms and conditions set out at clause 2.7 shall apply if You choose this payment method);
- 2.6.3 by paying a deposit to secure Your Booking and thereafter paying the balance by the due date specified by Us at the time of purchase (the deposit terms and conditions set out at clause 2.8 shall apply if You choose this payment method); or
- 2.6.4 by using Klarna (UK/ GBR payments only), Paypal, or other similar 'buy now pay later' third party payment provider (You should read carefully the third party payment providers terms and conditions before choosing this payment method, which may affect Your credit score).By choosing to use a third-party payment provider, such as Klarna, to finance your purchase, you acknowledge and agree to the following:
- 2.6.4.1 You are entering into a separate agreement with Klarna or any other applicable third-party provider, subject to their terms and conditions, which will govern the payment plan.
- 2.6.4.2 Once the payment plan is initiated and accepted by Klarna or any other applicable third-party provider, you are obligated to repay the full amount of the loan or financing arrangement as agreed upon with the provider.
- 2.6.4.3 Payment plans arranged through Klarna or other third-party providers cannot be cancelled or altered through us. Any modifications or disputes regarding the payment terms must be addressed directly with the third-party provider.
- 2.6.5 Group Pay on bookings made with an initial deposit, invited guests will be able to make payments. The original creator of the booking is still responsible for paying off the balance.
- 2.7 The terms set out in this clause 2.7 shall apply when You choose to pay for Your Booking using a payment plan. You acknowledge and agree that:
- 2.7.1 You shall pay to Us the amounts due on the due dates provided by Us within the payment plan at the time of Your Booking;
- 2.7.2 You shall provide to Us valid debit or credit card details at the time of Booking and hereby authorise Us to collect payments in accordance with the payment plan provided by Us (and accepted by You) at the time of Your Booking;

- 2.7.3 it is Your responsibility to ensure the debit or credit card details provided remain valid for the duration of the Payment plan and, in the event that the debit or credit card details You have provided are no longer valid during the Payment plan, that it is Your responsibility to provide Us with alternative, valid debit or credit card details prior to any payment due date;
 - 2.7.4 it is Your responsibility to ensure that there are sufficient funds available for Us to collect the payments on the dates they are due in accordance with the Payment plan;
 - 2.7.5 if Our attempt to collect a payment that is due fails:
 - 2.7.5.1 We shall notify You of such failure and attempt to collect such payment again 7 days after the failed attempt (We shall give You an opportunity to contact Us to remedy the failed period within those 7 days);
 - 2.7.5.2 if the second payment attempt fails and You have not contacted Us to remedy the failed payment, We shall again notify You of this failed attempt to collect payment and attempt to collect such payment again for a third time 7 days after the second failed attempt;
 - 2.7.5.3 if the third payment attempt fails and You have not contacted Us to remedy the failed payment, Your Payment plan will be cancelled and We shall provide You with a due date for You to pay Your balance in full; and
 - 2.7.5.4 if You do not pay the balance of Your Booking in full by the due date We provide, Your Booking will be cancelled and Your Tickets, Travel Arrangements and/or any Extras You have purchased shall be null and void without any refunds or compensation;
 - 2.7.6 You may cancel Your Booking at any time by contacting Us with no liability to make any further payments to Us (You shall not receive any refunds or compensation) and Your Booking shall be null and void; and
 - 2.7.7 We will store Your details in accordance with the terms of Our Privacy Policy, which can be found on Our Website.
 - 2.7.8 You can find additional Payment Terms and Conditions to your specific Payment Plan, on Our website.
- 2.8 The Terms set out in this clause 2.8 shall apply when You choose to pay for Your Booking using a Deposit. You acknowledge and agree that:
- 2.8.1 You shall pay to Us the balance of Your Booking on the due date provided to You by Us at the time of Your Booking;
 - 2.8.2 it is Your responsibility to make the balance paying through Your Account by the due date;
 - 2.8.3 if You fail to make the balance payment by the due date agreed between You and Us and do not contact Us to remedy such failure to Our satisfaction, Your Booking shall be cancelled and Your Tickets, Travel Arrangements and/or any Extras shall be null and void and Your Deposit shall not be refunded; and
 - 2.8.4 You may cancel Your Booking at any time by contacting Us without making any further payments to Us. If You choose to cancel Your Booking, You shall not be refunded any amounts You have paid towards Your Booking and Your Booking shall be null and void.
 - 2.8.5 You can find additional Payment Terms and Conditions to your specific Payment Plan, on Our website.

- 2.8.6 Your first instalment on a payment plan is your deposit.
- 2.9 The debit or credit card used to purchase Tickets or Packages must be registered in the name and address of the Ticket Purchaser. To prevent fraud We may carry out checks and/or You may be asked to provide additional information (such as proof of address or proof that the nominated card is registered to You) after Your booking. If We suspect fraud, We may cancel Your Booking at any time.
- 2.10 Your Booking is not complete until You have paid for Your Booking in full. Until such time, Your Tickets, Packages, Travel Arrangements and/or Extras shall not be valid.
- 2.11 Where the Ticket Purchaser is purchasing Tickets, Packages, Travel Arrangements and/or Extras on behalf of other people as part of a group Booking, it is the Ticket Purchasers responsibility to circulate these Terms to the entire Booking party and Ticket Holders, all of whom are bound by these Terms.
- 2.12 Tickets, Wristbands and/or other forms of rights to attend the Event and/or any Venue are personal, revocable licences granted by Us to each Ticket Holder and shall remain Our property at all times. For safety and security purposes, We reserve the right, at Our sole discretion, to recall any accreditation or other rights to attend the Event and/or any Venue at any time.
- 2.13 Ticket price and availability may be subject to change without notice prior to purchase.
- 2.14 We reserve the right to limit the number of Tickets that any person may purchase for the Event. Tickets may be limited to a maximum number per person, per payment card and/or per household. We reserve the right to cancel Tickets purchased in excess of this number.
- 2.15 Tickets are not issued on a sale or return basis and refunds will not be made on returned Tickets unless provided for under these Terms.
- 2.16 Ticket Purchasers and all Ticket Holders must be aged 18 or over.
- 2.17 It is Your responsibility to check Your Booking information carefully and inform Us immediately of any inaccuracies or any changes You wish to make. Mistakes cannot always be rectified, and changes or rectification may incur a charge. Typically, an administration charge of £25 is applied when a change or rectification is made, however, this is subject to change and increase at Our discretion. We cannot accept any liability for errors made by You. In some instances, You will be able to make changes directly in Your Account. Should You make any changes that relate to any Packages, Travel Arrangements or Extras within the 60 days leading up to the event start date, You must also notify Us directly so that We can make a change request to the relevant Supplier. We cannot accept any liability for errors in orders placed with Suppliers on Your behalf where this error arises as a result of inaccuracies in information provided by You. Should any change result in any overpayment being made by You, these are strictly non-refundable.
- 2.18 Each purchase may be subject to a 12% Booking Fee, which will be outlined on the Platform.
- 2.19 Unless otherwise prohibited by law, Our liability to You is limited to the Face Value of Your Ticket(s) plus the value of any Extras that are booked through Us for which We are not an agent.
- 2.20 If the Ticket Purchaser makes a booking for more than one person, they become the Lead Booker and will be the point of contact between Their group and Us. No booking changes or amends will be made through group members.

3. USE OF YOUR BOOKING AND TICKETS

- 3.1 Bookings (including Tickets) are strictly non-transferable and must not be sold or offered, exposed or made available for sale, or transferred or otherwise disposed of, save as in accordance with these Terms. We reserve the right to cancel without refund or compensation any Bookings issued to a Ticket Holder whom We believe plans to offer such Booking for resale otherwise than in accordance with these Terms.

- 3.2 If a Ticket Purchaser makes a Booking for more than one person (becoming the Lead Booker), the Ticket Purchaser must retain one Ticket for his/her personal use. Any remaining Tickets may only be used by a natural person who is known to the Ticket Purchaser personally (and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket) and who is intended to accompany the Ticket Purchaser to the Event and subject to the following conditions: i) the sale, transfer or disposal of any such Booking must not be for a value greater than the original sale price of the Booking; ii) the Booking must not be offered publicly (including on any website) whether for sale, as a gift or donation or any other means of transfer; and iii) the sale, transfer or disposal must be made strictly subject to these Terms (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only that such transferee shall have no right to a refund under these Terms.
- 3.3 Notwithstanding clause 3.2 above, the Booking must not be: i) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; ii) transferred, used or otherwise disposed of in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise; iii) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Booking; and/or d) combined with any other good(s) or service(s) (including as part of any hospitality, accommodation or travel package or service), in each case without Our prior written approval.
- 3.4 Any Booking offered for sale, sold, transferred, used or disposed of in breach of clause 3 of these Conditions may be cancelled and any person seeking to use the Booking may be refused admission to or be evicted from the Event and/or Venue(s) without refund or compensation.
- 3.5 Tickets will be exchanged for Wristbands at the Event at the Wristband exchange. If You are using an electronic Ticket, it is Your responsibility to ensure You have a sufficiently powered mobile device enabling You to show Your Ticket. Wristbands are only issued directly to the Ticket Holder on production of photographic ID (driver's licence or passport). It is not possible to collect Wristbands on behalf of other people and all Wristbands must be placed and secured on the Ticket Holder's wrist directly by Us. Your Wristband will be invalidated if any part of it is removed, detached, altered or defaced. Wristbands will not be reissued or replaced regardless of whether You still have Your Ticket.
- 3.6 You must retain their Wristbands at all times whilst at the Event and/or any Venue and Wristbands must be produced for inspection upon Our request and/or the request of any Authorised Person. Failure to do so may result in the You being ejected from the Event or any Venue without refund or compensation.
- 3.7 We are not liable for lost, stolen or defaced Tickets or Wristbands. If You lose or damage Your Ticket or Wristband, You will not be able to re-enter the Event or Venue(s). All Wristbands will be checked when entering and leaving the Event and Venue(s).
- 3.8 Tickets for Travel Arrangements and/or Extras are separate to Event Tickets. You will be notified by Us as to how You redeem Your tickets for Travel Arrangements and/or Extras in advance. Your Wristband cannot be used as proof of purchase of or to gain access or entry to any Travel Arrangements or Extras.
- 3.9 Persons under the age of 18 will not be permitted entry to the Event or any Venues and we will not be able to exchange their Ticket for a Wristband. No refunds or compensation will be given in these circumstances.

4. ACCESS, ENTRY AND CONDUCT

- 4.1 Admission to the Event and Venue(s) will only be authorised upon presentation of a valid Wristband and, We and/or any Authorised Representative may require, photographic proof of identity and proof of age (driver's licence or passport). You are not guaranteed an uninterrupted and/or uninhibited view of any performance, nor is any representation or warranty given as to the quality, content or duration of the Event or any performances. Access to Venue(s) is subject to capacity and We accept no liability and will not offer any refunds if You are unable to attend a specific performance due to the Venue being at maximum capacity.
- 4.2 You may be requested to submit to a body check and/or a search of Your possessions for the purposes of locating and removing any Prohibited Item. Should You refuse, You may be refused admission to or ejected from the Event or Venue(s) without refund or compensation.
- 4.3 You may be refused admission to or ejected from the Event and/or any Venue with Your Wristband removed, or denied access or entry to any Packages, Travel Arrangements or Extras, without refund or compensation, if You (in Our opinion or in the opinion of any Authorised Person):
 - 4.3.1 Behave (or are likely to behave) in a way that is anti-social, offensive, violent, dangerous disruptive, racist, sexist, homophobic, sexually provocative or a nuisance to other Event guests, neighbouring residents of the Event, Our staff, Suppliers or Venue staff;
 - 4.3.2 Behave (or are likely to behave) in a manner contrary to public order and/or safety;
 - 4.3.3 Are excessively under the influence of alcohol;
 - 4.3.4 Are under the influence of drugs, narcotics, psychoactive substances, nitrous oxide, 'legal' highs or any similar or associated paraphernalia;
 - 4.3.5 Bring, attempt to bring, possess or use within the Event, Resort or any Venue any Prohibited Item (and any Prohibited Items may be confiscated and/or destroyed without compensation at the discretion of Us and any Authorised Person);
 - 4.3.6 Attempt to gain access to any restricted areas, climb on any infrastructure, mosh, crowd surf or throw items;
 - 4.3.7 Damage, tamper with or interfere with any of Our property or that of any Venue or Supplier;
 - 4.3.8 Smoke or vape in a non-permitted area;
 - 4.3.9 Commit (or are suspected of committing or are likely to commit) a criminal offence; or
 - 4.3.10 Behave in a way that is contrary to Our (or an Authorised Persons) reasonable instruction.
- 4.4 Suppliers of Packages, Travel Arrangements and Extras reserve their rights to refuse service to You as a result of Your non-compliance with these Terms and any terms and conditions provided by them. We accept no responsibility for any action taken by Suppliers.
- 4.5 Unless otherwise agreed by Us in writing, You must not engage in any trading, marketing or commercial activity at the Event or any Venue or bring into the Event or Venues or display or distribute at any sponsorship, promotional or marketing materials.
- 4.6 You are responsible for Your own personal property at all times. We cannot accept any liability for any loss, theft or damage to Your personal property.

- 4.7 You acknowledge that Police are present at the Destination/ Resort who enforce strict laws including but not limited to with regards drug possession and use and drunken or other disorderly behaviour in public. It is Your responsibility to be aware of and abide by local laws. We accept no responsibility for any action taken by the police and no refunds or compensation will be paid should Your Booking be affected by police action taken.
- 4.8 In the interest of Your safety, We may provide welfare assistance and services to You during the Event. For example, We may provide translation or logistical services should You be detained by the police, or We may provide You with a welfare room if Your accommodation is not appropriate or accessible. In certain instances, We will charge You for these services, particularly where the requirement for these services arises as a result of Your breach of these Terms. We reserve the right to refuse welfare assistance and services to You in the event that You breach these Terms.
- 4.9 Whilst We provide welfare assistance at the Event and Resort, We shall not provide any such assistance in the event that You breach these Terms or those of any Supplier.
- 4.10 Suppliers of medical assistance may charge You for their services in the event that You require medical assistance. In some instances, We shall recover such charges from You on their behalf.
- 4.11 Where necessary, Our staff (including members of Our security team) will report Your behaviour to the police. Should You commit (or be suspected of committing) a crime, Our security team may detain You until the police arrive and may confiscate from You any such evidence that the police may require.
- 4.12 In some instances, We may require You to provide emergency contact information. You agree that We may contact such persons in the event of an emergency. We will handle such information in accordance with the terms of Our Privacy Policy which can be found on Our Website.

5. PHOTOGRAPHY, FILMING AND RECORDING

- 5.1 You may take photographs and recordings at the Event for personal, private, non-commercial and non-promotional purposes only providing that You do not use any professional audio or imaging equipment or drones to capture such footage. You must not, under any circumstances, disseminate or transmit (on social media, the internet, radio, TV or any other form of media) any footage of the Event for commercial gain, unless approved by Us. Unauthorised photography and recordings or transmission of the Event or any performers is strictly forbidden. Any recording or transmitting equipment (including professional cameras), unauthorised photos, recordings, tapes, films or similar items may be confiscated and/or destroyed by Us without compensation.
- 5.2 You consent to being photographed, filmed and sound recorded as an audience at the Event without payment, and to Your image being exploited in any and all media for any purpose at any time throughout the world by Us who shall own the copyright in all such recordings. All personal data will be processed in accordance with Our Privacy Policy which can be found on Our Website.

6. ACCESSIBILITY

- 6.1 We are committed to providing equal access to the Event where possible. Due to the nature of the destination, this is not always possible. Any access requirements must be provided to Us in writing at hello@cru2tenerife.com prior to Your Booking, upon receipt of which We can inform You how We can accommodate Your requirements. Not all parts of the Resort/ Destination are under Our control during the Event (for example bars, restaurants, accommodation, beaches) and We can only advise on the areas of the destination We have under Our control during the Event.

- 6.2 We provide a complimentary Ticket to a personal assistant accompanying a paid for accessibility Ticket. In order for Us to provide a complimentary Ticket, We require the evidence of Your accessibility requirements (such as a copy of the front page of Your DLA, proof of PIP or AccessCard).
- 6.3 Please find some more information around the Resorts accessibility please review the local tourism websites for the destination.
- 6.4 If You are purchasing Travel Arrangements through Us, You must inform of Us of any accessibility requirements so that We can discuss Your requirements with Suppliers/Principals. Access to accommodation widely varies between Suppliers.

7. EVENTS BEYOND OUR CONTROL

- 7.1 Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purpose of these Booking Conditions, this means any event beyond our, or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant health and safety concerns and risks to human health such as the outbreak of serious disease at the travel destination, epidemics, pandemics (including the ongoing effects of Covid-19), or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events our or the supplier(s) concerned' s control.
- 7.2 Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports etc. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our or the Supplier/Principal's control, any such changes would be treated as Events Beyond Our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we or the Supplier/Principal will not be liable to pay you any compensation.

8. RISK AND LIABILITY

- 8.1 We do not accept any responsibility or liability for any loss, damage or injury arising as a result of activities You participate in at the Destination (save for where this is caused by Our negligence). It is Your responsibility to assess whether You are fit and able to participate in any associated activities at the Destination. You should consult a medical professional and (where Your activity is booked as an Extra through Us, the Supplier) if You are unsure. You assume all risks associated with such activities. Should You book an Extra through Us and later decide You are not able to participate in the activity booked, no refunds or compensation will be given by Us.
- 8.2 You acknowledge that You may be asked to sign a waiver by a Supplier for any Extras that You have booked through Us. You should read this waiver carefully and ensure You understand it before signing.
- 8.3 You acknowledge and accept that it is solely Your responsibility to communicate any allergies or dietary requirements You may have to Your Supplier with regards any dining experiences You book as an Extra through Us. We accept no responsibility or liability for any loss, damage or injury arising as a result of You not communicating, or the Supplier not meeting or not being able to meet, any dietary requirements You may have. No refunds or compensation will be given by Us in such circumstances.

- 8.4 We accept no responsibility or liability for any part of the Destination being closed or hindered.
- 8.5 Strobe lighting, lasers, pyrotechnics, smoke / haze effects and other special effects may be used in some performances at the Event.
- 8.6 You acknowledge that exposure to loud music over periods of time can cause damage to hearing. It is the Your responsibility to protect Yourself from such exposure if so required.
- 8.7 We accept no responsibility or liability to You for any loss, theft or damage to any equipment or property however caused in any circumstances unless due to Our negligence.
- 8.8 We accept no responsibility or liability to You for any purchases or bookings You make directly with third parties.
- 8.9 These Terms do not seek to exclude liability for death or personal injury: (i) which cannot legally be excluded or limited; and (ii) is caused by Our gross negligence, or that of anyone for whom We are legally liable.

9. REFUNDS

- 9.1 We may alter or vary a published Event programme which may result in changes to some elements of the line-up, playing times, start and finish times, facilities, Venue(s) or locations of facilities and/or Venue(s) at the Event. We will not be liable to You for any refunds or other costs, expenses or other losses resulting from such alteration, unless it is a Material Alteration which gives a right to a refund under clause 9.2 in which case Our only liability to You will be a refund of the Face Value of the Ticket and the cost of any Additional Parties bookings. In no circumstances will We be liable to You for any part of Your Booking for which We act as agent (including Travel Arrangements and those Extras for which We act in the capacity of agent).
- 9.2 You will only be entitled to a refund of any Packages/ Tickets You have purchased directly from Us through Our Website in the following circumstances: i) if the entire Event is cancelled; ii) if the entire Event is postponed and/or rescheduled to another date (unless You elect to transfer Your Ticket to the rescheduled date, in which case You will not be entitled to a refund); iii) in the event of a Material Alteration which gives You the right to a refund under applicable law; or iv) as otherwise required under applicable law.
- 9.3 Any refunds will be for the Face Value of the Tickets (or Additional Party tickets) purchased (or for a proportionate amount where We agree to refund You in part if the Event is cancelled less than half-way through) only and You will not be entitled to a refund of any Booking Fees or administration fees.
- 9.4 Save as set out in clause 9.2, a Ticket will not be exchanged or refunded after it has been exchanged for a Wristband.
- 9.5 If We agree to refund the Face Value of a Ticket (or portion thereof), We will provide details of the refund process and deadlines for making a claim either through Our Website, social media, the media or directly. You are responsible for following any such process and complying with any deadlines. Any failure by You to follow the process by the deadline will result in no refund being given. We will only refund the Ticket Purchaser.
- 9.6 It is Your responsibility to check that the Event has not been cancelled, rescheduled or suffered a Material Alteration. We will provide such information as soon as reasonably possible on Our Website or social media platforms. Our Website and social media platforms cannot always be updated immediately and circumstances giving rise to cancellation, postponement or Material Alterations can sometimes arise immediately prior to the Event. You must check before You travel.
- 9.7 We sometimes provide promotions, deals or discounted offers which are always subject to Our discretion and to availability. We reserve the right to withdraw any such incentives at any time.

9.8 Any reduction in price, discount or promotional offers to the Face Value of the Ticket will not qualify for a refund.

10. GENERAL

10.1 Official merchandise may be available to purchase at the Event. You are advised not to purchase goods from unofficial vendors at the Event.

10.2 You irrevocably and unconditionally consent to the collection, use and insertion into a database on Our behalf of personal information provided by You or the Ticket Purchaser for the purposes of the implementation of these Terms subject to applicable law, including for administration, communication, enforcement, security, safety and access control purposes, in accordance with Our Privacy Policy (which can be found on Our Website). We may share such information with third parties as may be generally and reasonably required for the proper and safe staging and delivery of the Event.

10.3 To the extent permitted by law and with Your consent, personal information provided by You to Us will be used for all purposes reasonably connected with the operations of the Event including (but not limited to): providing You with details of forthcoming connected events, offers and services; providing You with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity, supplying You with the goods that You request or in which We reasonably believe You may be interested; conducting market research and establishing customer profiles; and transferring or disclosing the information provided to Our professional advisers and such other parties as it considers necessary in the administration of its business. We will not use or disclose Your personal information other than as set out in these Terms and Our Privacy Policy (which can be found on Our Website) without Your prior consent. If You have any queries, please write to Us at Cru2 Tenerife, 36 Wellington Street, Leeds, LS1 2DE.

10.4 If any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Terms will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Terms shall not in any way be affected or impaired thereby.

10.5 To the fullest extent permissible in law, We may assign all and any of Our rights and obligations under these Terms, provided that Your rights are not adversely affected.

10.6 Any information requests or other correspondence in relation to these Terms should be addressed to: Cru2 Tenerife, 36 Wellington Street, Leeds, LS1 2DE.

10.7 We make every effort to ensure that your Trip and Travel Arrangements run smoothly but if you do have a problem whilst in destination, you must inform us and the relevant supplier of the service (e.g., your accommodation supplier) immediately who will endeavour to put things right.

10.8 If You have a complaint in relation to any aspect of the Event or Your Booking, please contact a member of Our team at the Event or contact Us at hello@cru2tenerife.com to enable Us to resolve Your complaint promptly.

10.9 These Terms will be governed by and interpreted in accordance with English law. Any dispute arising from or in connection with these Terms or Your attendance at the Event will be submitted to the non-exclusive jurisdiction of the English courts.

10.10 We will endeavour to provide appropriate assistance in the event that you or the Additional Persons experience difficulty whilst in destination, in particular, by providing information on health services, local authorities and consular assistance; and helping you to make any necessary phone calls/emails and find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or the

Additional Persons, or as a result of your negligence.

- 10.11 We will make every effort to ensure that the Travel Arrangements are compatible with your individual requirements. Any special requests must be advised to us at the time of booking. Whilst every effort will be made to arrange any reasonable special requests, we cannot guarantee that they will be fulfilled and any failure to arrange a special request on our part shall not be deemed as being a breach of our Contract with you. The fact that a special request has been noted on your booking confirmation or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. We reserve the right to decline any booking that is conditional upon any special request being met.
- 10.12 If you or any Additional Person has any specific medical condition, disability or reduced mobility which may affect your chosen Travel Arrangements then you should provide us with full details at the time of booking and before we issue our Confirmation Email to you, so that we can advise as to any suitability or otherwise of the chosen Travel Arrangements. You must also promptly update us of any changes that may occur after booking but prior to departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to inform you of this and reject the booking.
- 10.13 Adequate travel insurance is a condition of your contract with us. You must obtain travel insurance and be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions (you will need to be satisfied that your insurance policy specifically covers losses occurring, and medical expenses you may incur, as a result of Covid-19), cancellation charges, medical expenses and repatriation in the event of accident or illness. You must check your policy carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions of all those on whose health your travel arrangements depend). If you do not disclose relevant information your insurance may not be effective.
- 10.14 It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

SECTION B- PACKAGE BOOKINGS

This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see 'Interpretation' for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.

11. ACCOMMODATION

- 11.1 Unallocated Hotel: Where you decide to book from one of our un-allocated/named accommodations, you have made this decision knowing that you may be allocated any hotel within the parameters of the description.
- 11.2 Images used on the booking platform may not represent the hotel you will be allocated.
- 11.3 Normal cancellation policy and charges to change these types of bookings will apply [see clause 17 below].
- 11.4 You will be notified of your allocated hotel no later than 8 weeks before your package experience commences. Where you make your booking within 8 weeks before the travel date, we will issue the name of your allocated hotel as soon as reasonably possible.
- 11.5 Check-in may require the lead booker present;

- 11.5.1 A damage deposit or credit card pre-authorisation may be charged by the Supplier (the amount, method and conditions of the damage deposit being determined by the Supplier (We would point out that some Suppliers include within their terms a liability for communal damage where specific offenders cannot be identified));
- 11.5.2 Check in times and procedures; and/or
- 11.5.3 The way in which (and if) You can check in after hours.
- 11.6 For safety and security reasons in some instances, Security may patrol some accommodation. Security shall report to Us any anti-social behaviour that takes place in or around the accommodation. Examples of antisocial behaviour include but are not limited to:
 - 11.6.1 Excessive noise after 22:00;
 - 11.6.2 Smoking/vaping in the accommodation
 - 11.6.3 Pets within the premises
 - 11.6.4 Non-residents found inside accommodation buildings;
 - 11.6.5 Waste left in communal areas;
 - 11.6.6 Damage caused in communal areas and in areas surrounding the accommodation; and/or
 - 11.6.7 Excessive noise (which causes a concern of nuisance or welfare).
- 11.7 All Our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in Our opinion, or in the opinion of any hotel manager, accommodation owner, or any other person in authority, Your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to accommodation, or to cause a delay or diversion to transportation, We reserve the right to terminate your booking immediately. Excessive noise in the accommodation after 10pm and before 7am will be considered as anti-social behaviour and we reserve the right to terminate your booking immediately.

12. TRANSFERS OR SHUTTLES

- 12.1 We do not have any liability for failing to provide this service if:
 - 12.1.1 pick up location and times and the consequence of You not being at Your pick up location at Your pick up time;
 - 12.1.2 There are expected wait times for Your transfer following Your arrival at the pick-up location;
 - 12.1.3 conditions of You travelling (such as travel may be denied due to intoxication or anti-social behaviour);
 - 12.1.4 importance of accurate booking information being provided and the consequence of any inaccuracies; and
 - 12.1.5 exclusion of any liability for You not reaching Your destination at the estimated time (whether this results in missed onward travel or not).

13. PRICING OF PACKAGES

- 13.1 We reserve the right to amend the price of unsold experiences at any time and correct errors in the prices of confirmed experiences. We also reserve the right to increase the price of confirmed experiences solely to allow for increases which are a direct consequence of changes in:

- 13.1.1 The price of the carriage of passengers resulting from the cost of fuel or other power sources;
 - 13.1.2 The level of taxes or fees chargeable for services applicable to the experience imposed by third parties not directly involved in the performance of the experience , including tourist taxes;
 - 13.1.3 The exchange rates relevant to the package.
- 13.2 Such variations could include but are not limited to cruise ship operators and any other transport providers.
- 13.3 You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed experience (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another experience if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.
- 13.4 Should the price of your experience go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £25. 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.
- 13.5 There will be no change made to the price of your confirmed Package experience within 20 days of your departure nor will refunds be paid during this period.

14. CUTTING YOUR EXPERIENCE SHORT

- 14.1 If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your experience and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your experience not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

15. IF YOU CHANGE YOUR BOOKING

- 15.1 If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing by emailing hello@cru2tenerife.com This should be done by the Lead Passenger. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause [17](#).
- 15.2 Ticket Holders who have booked packages are not eligible for downgrades to individual tickets or reduced services.
- 15.3 Booking Modifications:
- 15.3.1 Once a booking is confirmed for a specific package, no modifications allowing downgrades to tickets only will be permitted.

15.3.2 Customers may request modifications or upgrades within the same or higher package tier, subject to availability and applicable fees.

15.3.3 Any amendment fees are paid upfront before any changes can occur.

16. TRANSFER OF BOOKING

16.1 If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

16.1.1 That you are not taking profit or commercial gain for the transfer of the booking [e.g. using the package as a promotional offer or competition, or reselling at an inflated price for commercial gain]

16.1.2 That person is introduced by you and satisfies all the conditions applicable to the experience;

16.1.3 We are notified before eight weeks before the event start date.

16.1.4 You pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and

16.1.5 The transferee agrees to these booking conditions and all other terms of the contract between us.

16.1.6 The ticket resale function is not available for package holders.

16.2 You and the transferee remain jointly and severally liable for payment of all sums and the original booking value. If you are unable to find a replacement, cancellation charges as set out in clause 17 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

16.3 Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

17. CANCELLATION OF BOOKING

17.1 If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing by emailing hello@cru2tenerife.com: Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

17.2 Should one or more members of a party cancel, it may increase the per person experience price of those still travelling and you will be liable to pay this increase.

17.3 Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure you tell us	Cancellation Charge
180 days and over	Loss of deposit
Between 179 days 150 days	35% of total booking value.
Between 149 days and 119 days	45% of total booking value.
Between 118 days and 91 days	55% of total booking value.

Between 90 days and 61 days	75% of total booking value.
Between 60 days and 0 days	100% of total booking value.

- 17.4 Please note that any amendment charges you have paid or are due to pay are not refundable in any circumstances.
- 17.5 Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.
- 17.6 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.
- 17.7 Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.
- 17.8 If you are in a payment plan, your cancellation fee will be everything you have paid to date, and there will be no refunds.

18. CANCELLATION BY YOU (Due to Unavoidable & Extraordinary Circumstances)

- 18.1 You have the right to cancel your confirmed experience before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your experience destination or its immediate vicinity and significantly affecting the performance of the experience or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.
- 18.2 This clause outlines the rights you have if you wish to cancel your Package booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

19. IF WE CHANGE OR CANCEL YOUR PACKAGE

- 19.1 As we plan your experience arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.
- 19.2 Changes: If we make a minor change to your experience, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you if this cannot reasonably happen. Examples of minor changes include a change of merchandise, accommodation to another same or higher standard accommodation, a change of an artist in a line-up of multiple artists or a schedule change to the time and /or duration of any of our organised parties.
- 19.3 Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:
- 19.3.1 A change of accommodation area for the whole or a significant part of your time away.
- 19.3.2 A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.

- 19.3.3 A significant change to your itinerary, missing out one or more resorts entirely.
- 19.4 Cancellation: We will not cancel your Package experience less than 70 days before your departure date, except for reasons of Events Beyond Our Control or failure by you to pay the final balance. We may cancel your experience before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.
- 19.5 Please note that our cancellation charges in clause 17 will apply where we cancel your holiday due to your failure to pay the final balance.
- 19.6 If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:
- 19.6.1 (for significant changes) accepting the changed arrangements; or
- 19.6.2 Having a refund of all monies paid; or
- 19.6.3 If available and where we offer one, accepting an offer of an alternative experience (we will refund any price difference if the alternative is of a lower value).
- 19.7 Please note that any amendment charges you have paid or are due to pay are not refundable in any circumstances.
- 19.8 You must notify us of your choice within 7 days of our offer [unless our communication requests a different date]. If we do not hear from you within the timeframe, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.
- 19.9 We will not pay you compensation in the following circumstances:
- 19.9.1 where we make a minor change;
- 19.9.2 where we make a significant change or cancel your arrangements more than 70 days before departure;
- 19.9.3 where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- 19.9.4 where we have to cancel your arrangements as a result of your failure to make full payment on time;
- 19.9.5 where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- 19.9.6 where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 7).
- 19.10 If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

20. COMPLAINTS

- 20.1 We make every effort to ensure that your Package experience arrangements run smoothly so it is important to us that we are given the opportunity to resolve any issues that you may encounter during your experience, this means addressing any issues immediately and carefully so they do not affect the rest of your trip. If you do have a problem during your experience, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right, we will be present in resort and where you are not satisfied with the outcome, please notify us immediately at hello@cru2tenerife.com. If your complaint is not resolved locally, please contact us using the emergency contact numbers provided within your travel documents so that the problem can be resolved as quickly.
- 20.2 If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at hello@cru2tenerife.com ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

21. OUR RESPONSIBILITY TO YOU (In respect of Package Experiences)

- 21.1 We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package experience you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your experience. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- 21.2 We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- 21.2.1 the acts and/or omissions of the person affected; or
 - 21.2.2 the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - 21.2.3 Events Beyond Our Control (as defined in clause 7).
- 21.3 We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- 21.3.1 loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
 - 21.3.2 Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

- 21.3.3 Claims in respect of international travel by air, sea and rail, or any stay in a hotel: The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as The Paris Convention (with respect to hotel arrangements). You can ask for a copy of this Convention from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
- 21.3.4 In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
- 21.3.5 When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- 21.4 Notwithstanding above, please note that we do not offer flights and we will not be liable for any issues relating to any flights you may book with other suppliers.
- 21.5 It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- 21.6 Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 21.7 Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- 21.7.1 which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
- 21.7.2 relate to any business:
- 21.7.3 Indirect or consequential loss of any kind.
- 21.8 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- 21.9 Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your experience
- 21.10 For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

22. INSOLVENCY PROTECTION FOR PACKAGE EXPERIENCES

- 22.1 The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for your Package, where we are acting as the Package Organiser, in the event of our insolvency.
- 22.2 You can access the Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

23. PROMPT ASSISTANCE FOR PACKAGES

- 23.1 If you have booked a Package and whilst you are on experience, you find yourself in difficulty for any reason we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and with distance communications and finding alternative travel arrangements. Where you require assistance that is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

SECTION C: SINGLE SERVICE BOOKINGS

This section applies to all Single Service bookings that you make with us (e.g. party pass, single tickets, ticket only, merchandise or add ons/extras purchased after your package experience. Please read this section in conjunction with Section A of these Booking Conditions [Section B does not apply to these services].

24. TRAVEL AND TRAVEL ARRANGEMENTS

- 24.1 Where You book Travel Arrangements through Us on Our Website, We act in the sole capacity of a booking agent for the Supplier/Principals. We will arrange for You to enter into a contract with the applicable Supplier/Principal of the Travel Arrangements. Your purchase of Travel Arrangements is subject to these Terms and the specific terms and conditions of the relevant Supplier/Principal You contract with. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to You. As an agent, We accept no liability in relation to the Travel Arrangements You purchase or for the acts or omissions of the Supplier/Principal or other person(s) or party(ies) connected with any Travel Arrangements. Your contract is with the Supplier/Principal and its terms and conditions apply. As agent, We accept no responsibility for the actual provision of the Travel Arrangements. Our responsibilities are limited to making the booking in accordance with Your instructions. We accept no responsibility for any information about the Travel Arrangements that We pass on to You in good faith. However, in the event that We are found liable to You on any basis whatsoever, Our maximum liability to You is limited to the cost of the commission We earn on Your Travel Arrangements. Except where otherwise advised or stated in the terms and conditions of the Supplier/Principal concerned, all monies You pay to Us for Your Travel Arrangements will be held by Us on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with Our agreement with them.
- 24.2 The price of the Travel Arrangements includes all government taxes as applicable at the time of booking that do not have to be paid locally. Any taxes that have to be paid locally by You are extra and are Your responsibility.

- 24.3 We will do Our utmost to cater for any special requirements You may have. If You (or any member of Your group has) any medical problem or disability which may affect Your trip, please provide Us with full details before We confirm Your Booking so that We can try to advise You as to the suitability of Your chosen Booking. Acting reasonably, if We or the Supplier/Principal is unable to properly accommodate the needs of the person(s) concerned, We will not confirm Your booking or, if You did not give Us full details at the time of booking, We may cancel it and impose applicable cancellation charges, when We become aware of these details.
- 24.4 We will inform You as soon as reasonably possible if the Supplier/Principal needs to make a significant change to Your confirmed Travel Arrangements or to cancel them. We will also liaise between You and the Supplier/Principal in relation to any alternative arrangements offered by the Supplier/Principal but We will have no further liability to You.
- 24.5 All ratings for the Travel Arrangements are as provided by the relevant Supplier/Principal. These are intended to give a guide to the services and facilities You should expect from Your Travel Arrangements. Standards and ratings may vary between countries, as well as between Supplier/Principals. We cannot guarantee the accuracy of any ratings given.
- 24.6 We do not accept any liability, including for compensation, for any costs or expense You might incur as a result of events beyond Our or the Supplier/Principals control which affect Your Travel Arrangements. This includes, but is not limited to, whether actual or threatened, war, riot, civil strife, strikes, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics and pandemics, fire, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party, an FCO advisory against travel to a particular destination and any other government restrictions on travel.
- 24.7 We cannot guarantee the accuracy of any information We provide relating to visas, passports and health requirements. Requirements may change and it is Your responsibility to check the up to date position with regards visas, passports and health requirements before You travel. For up-to-date travel advice from the UK government, visit www.gov.uk/foreign-travel-advice.
- 24.8 We do not accept any liability in the event that You are unable to cross any international border including by coach, air and car. No refunds or compensation will be given in such instances.
- 24.9 It is Your responsibility to ensure You have adequate travel insurance. You must be satisfied that Your insurance fully covers all Your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness as well any adventure activities insurance appropriate to the activities You will be undertaking. We will not be liable for any such losses howsoever arising.
- 24.10 Any purchases You make for travel arrangements that are not purchased through Us on Our Website, including, but not limited to, any flights, accommodation, travel or transfers or coach travel to the Event (e.g. a coach to the Event booked through National Express) are not governed by these Terms. Under no circumstances do We accept responsibility or liability for any such bookings made directly with third parties.

25. EXTRAS

- 25.1 Where You book the following Extras through Us on Our Website, We act in the sole capacity of a booking agent for the Supplier/Principals: (i) excursions; (ii) boat parties and/or (iii) dining experiences. In such circumstances:

- 25.1.1 We will arrange for You to enter into a contract with the applicable Supplier/Principal of these Extras. Your purchase of these Extras is subject to these Terms and the specific terms and conditions of the relevant Supplier/Principal You contract with. The Supplier/Principal's terms and conditions may limit and/or exclude the Supplier/Principal's liability to You. As an agent, We accept no liability in relation to these Extras You purchase or for the acts or omissions of the Supplier/Principal or other person(s) or party(ies) connected with any such Extras. Your contract is with the Supplier/Principal and its terms and conditions apply. As agent, We accept no responsibility for the actual provision of these Extras. Our responsibilities are limited to making the booking in accordance with Your instructions. We accept no responsibility for any information about these Extras that We pass on to You in good faith. However, in the event that We are found liable to You on any basis whatsoever, Our maximum liability to You is limited to the cost of the commission We earn on Your Extras. Except where otherwise advised or stated in the terms and conditions of the Supplier/Principal concerned, all monies You pay to Us for such Extras will be held by Us on behalf of the Supplier/Principal and forwarded on to the Supplier/Principal in accordance with Our agreement with them;
- 25.1.2 We will do Our utmost to cater for any special requirements You may have. If You (or any member of Your group has) any medical problem or disability which may affect Your Extras, please provide Us with full details before We confirm Your Booking so that We can try to advise You as to the suitability of Your chosen Booking. Acting reasonably, if We or the Supplier/Principal is unable to properly accommodate the needs of the person(s) concerned, We will not confirm Your booking or, if You did not give Us full details at the time of booking, We may cancel it and impose applicable cancellation charges, when We become aware of these details; and
- 25.1.3 We will inform You as soon as reasonably possible if the Supplier/Principal needs to make a significant change to Your confirmed Travel Arrangements or to cancel them. We will also liaise between You and the Supplier/Principal in relation to any alternative arrangements offered by the Supplier/Principal but We will have no further liability to You.
- 25.2 Where You book tickets to Additional Parties directly from Us on Our Website, the contract is between You and Us.
- 25.3 Additional Parties are subject to the terms and conditions provided to You at the time of booking. Tickets to Additional Parties are non-refundable and non-transferrable. If You miss the last entry time, You will be denied entry to the event. Tickets for Additional Parties will be electronic tickets and it is Your responsibility to ensure that You have sufficient power on Your mobile device to present the electronic ticket to gain entry to the event. The Terms set out in clauses 4.1 to 4.3 apply to Additional Parties.

26. ACCOMMODATION

- 26.1 Supplier/Principals terms and conditions relating to any accommodation booked by You as part of a Travel Arrangement shall apply. We do not have any control over or liability for any such terms set by the Supplier/Principal. These may include (but are not limited to) the following (exact terms will be set by the Supplier/Principal in relation to this Travel Arrangement):
- 26.1.1 Check-in may require the lead booker present;
- 26.1.2 A damage deposit or credit card pre-authorisation may be charged by the Supplier (the amount, method and conditions of the damage deposit being determined by the Supplier (We would point out that some Suppliers include within their terms a liability for communal damage where specific offenders cannot be identified));
- 26.1.3 Check in times and procedures; and/or

- 26.1.4 The way in which (and if) You can check in after hours.
- 26.2 For safety and security reasons, We employ security to patrol some accommodation. Security shall report to Us any anti-social behaviour that takes place in or around the accommodation. Examples of antisocial behaviour include but are not limited to:
 - 26.2.1 Excessive noise after 22:00;
 - 26.2.2 Smoking/ vaping in the accommodation
 - 26.2.3 Pets
 - 26.2.4 Non-residents found inside accommodation buildings;
 - 26.2.5 Waste left in communal areas;
 - 26.2.6 Damage caused in communal areas and in areas surrounding the accommodation; and/or
 - 26.2.7 Excessive noise (which causes a concern of nuisance or welfare).
- 26.3 All Our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in Our opinion, or in the opinion of any hotel manager, accommodation owner, or any other person in authority, Your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to accommodation, or to cause a delay or diversion to transportation, We reserve the right to terminate your booking immediately. Excessive noise in the accommodation after 10pm and before 7am will be considered as anti-social behaviour and we reserve the right to terminate your booking immediately.
- 26.4 You must direct any queries or questions You have regarding Your accommodation or any deposit to the Supplier/Principal. We may, at Our discretion and with no liability, assist You with such queries if appropriate.
- 27. TRANSFERS OR SHUTTLES**
- 27.1 Supplier/Principal terms and conditions relating to any transfers booked by You as part of Travel Arrangement shall apply. We do not have any control over or liability for any such terms set by the Supplier/Principal. These may include (but are not limited to) the following (exact terms will be set by the Supplier/Principal in relation to this Travel Arrangement):
 - 27.1.1 pick up location and times and the consequence of You not being at Your pick up location at Your pick up time;
 - 27.1.2 expected wait times for Your transfer following Your arrival at the pick-up location;
 - 27.1.3 conditions of You travelling (such as travel may be denied due to intoxication or anti-social behaviour);
 - 27.1.4 importance of accurate booking information being provided and the consequence of any inaccuracies; and
 - 27.1.5 exclusion of any liability for You not reaching Your destination at the estimated time (whether this results in missed onward travel or not).
- 28. TICKET ONLY**
- 28.1 Ticket Purchase and Confirmation:
 - 28.1.1 Your purchase of a festival/weekender ticket constitutes acceptance of and agreement to abide by the terms and conditions outlined herein.

- 28.1.2 Additionally, you acknowledge that all other applicable terms, as set out in Section A, are equally binding and govern your participation in the event.
- 28.1.3 It is your responsibility to familiarise yourself with and comply with the entirety of the terms and conditions, including those specified in Section A.
- 28.2 Ticket Transfers:
 - 28.2.1 Festival only tickets are transferable to another individual unless otherwise specified during the booking process.
 - 28.2.2 The original ticket holder is responsible for initiating the transfer process, providing the necessary information, and ensuring that the new ticket holder is aware of and agrees to these terms.
 - 28.2.3 Transfers are subject to an administrative fee of £25 per change, and must be paid upfront before the change will take place.
 - 28.2.4 Bookings must be paid for in full to qualify for a transfer or name change.
 - 28.2.5 Once a booking has been transferred, you acknowledge, understand, and accept that you are no longer considered the lead booker for the transferred booking.
 - 28.2.6 By initiating the transfer, you hereby waive any right to reclaim the booking and recognize the new lead booker as the sole authorised individual for managing the transferred reservation.
 - 28.2.7 We are notified two weeks before the event start date.
- 28.3 Ticket Exchanges:
 - 28.3.1 Ticket exchanges, such as upgrading to a different ticket type, may be permitted, subject to availability and any applicable price differences.
- 28.4 Cancellations and Refunds:
 - 28.4.1 Festival tickets are non-refundable, except where required by applicable consumer protection laws.
 - 28.4.2 In the event that the festival is cancelled or rescheduled, We will provide information on the refund process. Refunds will be issued according to the terms outlined in our refund policy in [section A, clause 9](#).
 - 28.4.3 We reserve the right to cancel and refund a ticket purchase if it violates any terms and conditions or if the ticket holder engages in unacceptable behaviour as outlined below.
- 28.5 Booking fees are fully non-refundable
- 28.6 Unacceptable Behaviour:
 - 28.6.1 We reserve the right to refuse entry or eject any ticket holder engaging in behaviour that violates festival rules, compromises the safety of others, or disrupts the event.
 - 28.6.2 No refunds will be provided to individuals removed from the festival due to unacceptable behaviour.
- 28.7 Ticket Scalping and Reselling:
 - 28.7.1 We strictly prohibit the unauthorised resale or attempted resale of festival tickets.

- 28.7.2 We reserve the right to cancel any tickets if there is a reasonable belief that they were purchased with the intention of resale, scalping, or other unauthorised commercial purposes.
- 28.7.3 Ticket holders found to be in violation of this policy may be denied entry to the festival, and the cancelled tickets will not be eligible for refunds.
- 28.7.4 We may investigate and take legal action against individuals or entities involved in any unauthorised resale or distribution of festival tickets.
- 28.7.5 Exceptions to this policy may be considered on a case-by-case basis and require express written consent from Us.
- 28.7.6 Only the ticket only has ability to be resold (not packages) through the authorised re-sell ticket function, and subject to:
- 28.7.6.1 A customer must have completed and paid in full for the booking to be able to list their item for resale.
- 28.7.6.2 A resale ticket cannot be purchased on a payment plan or a deposit.
- 28.7.6.3 Once a customer has purchased a resale item, they aren't able to put it up for resale again.

INTERPRETATION

When used in these Terms, the following capitalised terms shall have the following meanings:

Additional Parties means an after party You book directly through Us on Our Website, tickets for which are sold separately to Tickets and Packages;

Account means Your account with the Platform Provider;

Authorised Person(s) means collectively all Event management, Event suppliers (including security) Venue(s) management, police, public bodies and agencies responsible for safety and security in connection with the Event or the Venue(s), and their respective staff, officials, representatives, officers and volunteers;

Booking means a combination of any Tickets, Travel Services and/or Extras;

Booking Fee means the fee payable per Ticket, transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order;

Extras means After Parties, dining experience, experiential activities, and any other extras that You book directly through Us on our Website that are not Travel Arrangements;

Face Value means the specified price of the Ticket only as stated on the relevant Ticket, and excludes any Booking Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket;

Event means the curated Event;

Material Alteration means a change which, in Our reasonable opinion, makes the Event materially different to the Event which all Ticket purchasers, taken generally, could reasonably expect as judged by reference to the nature and billing of the Event. The following are not “Material Alterations”: changes to the artists or performers performing at the Event; changes to any advertised attractions or facilities; changes to performance times; changes to individual band members; adverse weather conditions unless they result in cancellation of the entire Event; shortening of the Event when the majority of it is performed in full; delays or changes to start times of the Event or any performances; or a change of Venue(s) used for the Event;

Platform means the website you made your booking on;

Platform Provider means Easol;

Prohibited Item(s) means any items which We or any Authorised Person deem to be dangerous or inappropriate including (without limitation) Chinese lanterns; chemical toilets; sound systems; generators; BBQs; glass bottles; drones; laser pens; unofficial high vis jackets; potential weapons of any kind; legal highs; illegal substances; fireworks; compressed gas containers; flares; air horns; smoke bombs; flag sticks; banners, signs or materials displaying political, religious, offensive or race-related messages, slogans or images; any item that an Authorised Person considers may be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person at the Event, any tripods or video camera equipment whatsoever (whether or not for personal use); any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing audio, or still or moving pictures) other than for personal use; any objects bearing trademarks or other kinds of signs that are derogatory or offensive;

Supplier and Principal(s) means the third party supplier(s) of the Travel Arrangements or Extras, including but not limited to accommodation providers, transport companies; attraction/excursion providers and dining experience providers;

Package definition of a package is Where your booking is for a Package experience that we have organised, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”), as outlined in this Section B of our Booking Terms and Conditions.

A “Package” exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same trip or experience:

- (a) Transport [excluding transfers]; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services, provided that those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

IMPORTANT NOTE: where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Service” bookings and will not be afforded the benefit of the rights under the PTRs. Please see [Section C](#) of these Booking Terms and Conditions for the terms applicable to such arrangements.

Terms means these terms and conditions together with any amendments or updates to the same issued by or on Our behalf from time to time;

Ticket means any ticket (whether a hard copy ticket or an e-ticket) evidencing a personal revocable licence from Us for an individual to attend the Event in accordance with these Terms;

Ticket Holder means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred in accordance with these Terms;

Ticket Purchaser means the individual (or Lead Booker if booked on behalf of a group) who has validly made a Booking;

Travel Arrangements means the accommodation and/or transport booked directly through Us on Our Website for the purposes of the Event;

Destination means the location, where the event is held;

Venue(s) means all stages, venues, arenas and clubs used in connection with the staging of the Event (including Additional Parties) at the Destination;

We, Us and Our means Curate-Itl Limited;

Website means the Event website;

Wristband means any valid wristband given to a Ticket Holder in exchange for their Ticket at the Event; and

You and Your means the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred and any person to whom these Terms apply.