TERMS AND CONDITIONS OF BOOKING

The following booking conditions set out the terms and conditions of the contract between you and Go Beyond Int Ltd(referred to in these conditions as **we**, **us** and **our**). Please read these conditions carefully as they govern the relationship between you and us.

Your holiday booking

When you place a booking, the person who signs the booking form, completes the booking process online or places the booking by phone will be the "lead name".

The lead name is responsible for payment of the total booking price and, where you are travelling on behalf of a group, is also responsible for:

obtaining the consent of all other members of the party before placing the booking

ensuring that the other members of the party have read these conditions and comply with them

providing the other members of the party with full and accurate details of the booking, including any subsequent changes.

These requirements apply both to original members of the party and to any additional or replacement members who are subsequently added to the booking.

All our packages are 18+ and both the lead name and any other member of the party must be 18 or over.

If your booking is accepted we will issue a confirmation invoice or receipt to the lead name via email. This creates a legally binding contract between you and us.

Please check the details on any documentation which you receive from us and contact us immediately in the event of any errors or discrepancies.

Special requirements / requests

If you or any member of your party has a medical condition, impairment or disability which may affect the holiday arrangements of that person then please get in touch before you place your booking so that we can advise you as to the most suitable packages for your needs. In any case, you must give us full details in writing at the time of the booking. We reserve the right to decline a reservation where we feel unable to properly accommodate the particular needs of the person concerned.

Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret that we cannot promise any requests will be complied with unless we have specifically made this promise in writing (confirmation that your request has been noted or has been passed on to the supplier is not a guarantee that the request will be complied with).

Insurance

It is a condition of your contract with us that you have adequate travel insurance in place.

It is your responsibility to purchase insurance cover which is suitable and adequate for your particular needs. For example, if you intend to participate in sports whilst on holiday you must ensure that your policy covers these activities.

You must ensure that the insurance covers costs that you will incur if you have to cancel your booking and the cost of assistance, including repatriation, in the event of accident, illness or death.

Go Beyond Int Ltd cannot give guidance or advice on the type of insurance customers require. As customers must ensure that the insurance covers costs that they will incur if they have to cancel their booking for any reason.

Flights & Flight Delay

It is your responsibility to book your tickets according to the dates and times sent in the confirmation email. If your flight is at a different time then the scheduled shuttles based on the times sent in an email we are not responsible for the transfer.

Price and payment

You must pay the non-refundable booking fee and deposit at the time you place your booking. The remainder of the booking price is payable in accordance with the payment schedule notified to you when you place your booking.

If you fail to make a payment in accordance with the payment schedule then you will incur an automatic late payment fee of £50 per person. We may also treat your failure to pay as a cancellation, in which case the provisions set out below regarding cancellation apply.

Please note that the price of your package might change if there are changes in:

transportation costs (resulting from the cost of fuel or other power sources)

the level of taxes or fees on the travel services included in the package imposed by third parties not directly involved in the performance of the package (such as tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports)

relevant exchange rates.

We will only increase the price of your package to allow for increases which are a direct result of one or more of the factors set out above, and we reserve the right to make these increases. The increase in the price of your package will be equal to (or less than) the additional costs that we incur as a result of the above factors. No increase will be made later than 20 days before the start of your package.

If the price of your package increases by more than 8% we will give you a reasonable period to decide whether to accept the price increase. If you decide not to accept the price increase or do not respond then we will cancel your booking and issue a full refund.

Equally, if there is a decrease in the costs as a direct result of one or more of the factors set out above you will be entitled to a reduction in the cost of your package (equivalent to the costs that we are saving as a result of the above factors) and we will reduce your payments or issue a refund as applicable (subject to the deduction of any reasonable administrative expenses). 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. No refunds will be made later than 20 days before the start of your package.

Local / city taxes apply in some locations. Accommodation in those locations may not include the tax in the price, In which case you will be required to pay the tax on arrival at the resort.

Vouchers and promotions

Any vouchers or promo codes must be used at the time of booking.

Promotions may only be used on the travel package to which they relate, and cannot be used on partner or third party events.

Only one discount code or promotion may be used per booking (including loyalty / reward schemes, discount vouchers and third party promotions).

We reserve the right to discontinue or invalidate any voucher or promo code at our discretion.

Our responsibility to you

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 in this clause. We are fully responsible for the proper performance of the package as a whole. This means that we are directly responsible to you for all aspects of the package, including the accommodation, the festival, and any extras, regardless of which supplier performs those service in practice.

Subject to these conditions, if we or our suppliers negligently perform or arrange

Subject to these conditions, if we or our suppliers negligently perform or arrange the services which form your package and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package, 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 conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. 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.

- Please note that we are not responsible for other activities, excursions and events that you book separately from your package. If you have an issue with any parts of your holiday that you have booked separately you should approach the supplier directly.
- 3. More information on your legal rights under the Package Travel and Linked Travel Arrangements Regulations can be found here.
- 4. We will also promptly provide you with assistance if you get into difficulty during your holiday,including by:
 - providing appropriate information on health services, local authorities and consular assistance
 - assisting you to make distance communications and helping you to find alternative travel arrangements.
 - This assistance will be provided at no charge unless you deliberately or negligently caused those difficulties (in which case we may charge you a reasonable fee to cover our costs incurred in providing the assistance).
- 5. We cannot be held responsible for any injury, illness, death, loss (including loss of enjoyment),damage, expense, cost or other sum or claim of any description whatsoever which are:
 - caused by you
 - caused by a third party unconnected with the provision of the services included in your package and is unforeseeable or unavoidable due to unavoidable and extraordinary circumstances.
- 6. We limit the amount of compensation we may have to pay you if we are found liable under this section:
 - 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.
 - 1. 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.
 - 2. Claims in respect of international travel by air, sea and rail, or any stay in a
 - The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions 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.

In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, 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.

If you receive compensation or a price reduction under applicable passenger rights legislation or an international convention then this amount will be deducted from any compensation you are entitled to receive from us in respect of your package, to avoid you being compensated twice for the same loss.

- 7. 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.
- 8. 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.
- 9. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: 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 relate to any business.
- 10. 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 holiday. 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.
- 11. Excursions: Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

Force Majeure

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 "Force Majeure". For the purposes of these Conditions, Force Majeure 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 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 or remain at the travel destination, the act of any government or other national or local authority including 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 outside our or the supplier(s) concerned's control.

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 and changes to the visa requirements of British citizens travelling to, within or through the EU. 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 control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

Your responsibilities

We want all of our guests to enjoy a great holiday. To ensure that you, the other members of your party and our other guests can do so, we require you to take responsibilities for your actions and the effect that they may have on others.

If we, or another person in authority, believe that your actions could distress, upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage any property, or that you are unfit to travel, then:

we may prevent you from continuing in the relevant activity

we may end your holiday early and terminate your contract, in which case you and your party will be prevented from using your booked accommodation, transport and any other travel arrangements forming part of your booking.

Where we take either of the actions set out above we will not be required to make any refund, pay any compensation or reimburse any other costs that you have to pay.

You are responsible for your safety and the condition of the property that you occupy. We are not responsible for any accidents which occur due to your inappropriate or irresponsible behaviour (such as accidents around swimming pools) or which occur

because of items or property which you have broken or left in a way in which injury may result.

You may be required to pay a damage deposit on arrival at the accommodation or provide card details to cover any potential damages that may be caused during your stay. Your deposit will be returned if no damage is caused. However, if you do cause damage you will be responsible for that damage. It is your duty to report any breakages, defects or damage to the accommodation provider and reimburse that provider for the damage you cause. If you fail to do so and we have to reimburse the accommodation provider then we may reclaim this money from you.

You are responsible for your own timekeeping. If you do not arrive at a location by the specified time you will lose the right to take part in the relevant activity.

We appreciate that you may consume alcohol whilst on holiday. However, if you do:

you must comply with all local laws, including laws relating to the consumption of alcohol and any age restrictions

you must drink responsibly – we will have no liability to you for any injury, loss or damage you suffer as a result of your judgment being wholly or partly impaired by alcohol

you must be in a fit state to enter bars and clubs - you may be denied entry if you are not.

You must not smoke in any place that smoking is prohibited by law or local rules or could cause a fire hazard.

The use of illegal drugs is not tolerated under any circumstances on a Mainstage Festival holiday. Anyone found to have taken, or be in possession of, substances which are illegal in the host country will no longer be a part of the trip

You must always abide by local regulations and guidance in relation to swimming.

Never swim under the influence, outside of restricted times and boundaries, and always in groups of two or more.

When in the mountains, you must always stick to clearly marked walking routes and local pisted areas.

You must be kind and inclusive to all festival goers, artists, staff, local residents and partners. Anyone found to be discriminatory or abusive towards others will be ejected from the festival and will have the remainder of their package cancelled.

Please check your booking confirmation upon receipt to ensure that it is accurate. You should contact Mainstage Festivals Ltd at the relevant email address immediately should you notice any discrepancies so that an advisor may help you.

To comply with the licensing authorities' condition of entry, Mainstage Festival Ltd reserves the right to request the necessary 'health documentation' for entrance to the festival.

Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfill the 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.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit https://www.gov.uk/browse/citizenship/passports.

For European holidays you should obtain a completed and issued form EHIC or GHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit https://www.gov.uk/travelaware

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. If you are unable to travel to your destination as a result of not meeting these requirements, and wish to cancel your booking, you will be subject to the standard cancellation changes.

You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

If you cancel your booking before departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in over email. Your notice of cancellation will only take effect when it is received in writing by us and will be effective from the date on which we receive it.

Cancellation can also be made online via your 'manage booking' portal. It can only be finalised once we have received the full fee that is due (if applicable).

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

Your deposit and booking fee are subject to a 100% cancellation charge - This means that they are non-refundable and must be paid in full. The remainder of the booking will be subject to the standard cancellation policy and timeline.

Number of days prior to departure that we receive your notice of cancellation	Cancellation charge
More than 50 days	Loss of deposit & booking fee
50 - 41 days	25% of full package - Including extras
40 - 31 days	50% of full package - Including extras
30 - 21 days	75% of full package - Including extras
Less that 20 days	100% of full package - Including extras

Any extras applied to the booking that are added by mistake or are no longer required can be removed free of charge within a 24 hour period of applying to the booking. You must contact the customer service team within 24 hours of the extra being added. Please allow time for our team to respond.

The above policy only applies where you cancel your whole booking; there will be no change to the total booking price or refund due as a result of individual guests being removed from your booking.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday 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, minus the original booking fee, 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.

This clause outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

Changing your booking & Transfers of Bookings

If you wish to change any part of your booking after our booking confirmation has been issued, you must inform us via email as soon as possible. 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 according to the following guidelines -

Name change: £20 per change

Date change: £20 per change per booking

Swapping extras - £20 per extra

Adding a new passenger to your booking: Current cost of festival ticket + £60 per person

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 these conditions.

<u>Transfer of Booking:</u> You may replace any traveller on the booking (including the lead name) with another person, provided that:

the replacement person is at least 18 years of age and satisfies all other conditions applicable to the package;

you notify us of the change not less than three weeks before the day on which the package starts; and the transferee agrees to these booking conditions and all other terms of the contract between us.

Where you replace a traveller in this way you will be responsible for our reasonable fees, charges and other costs arising from the transfer (these costs can be paid by either the original traveller or the replacement traveller), as well as any outstanding balance payment.

The fees, charges and costs will depend on the circumstances of the booking and the change and will be notified to you when we receive your change request. However, please note that:

extras are generally non-transferable and if the replacement passenger still requires the extra that passenger will usually have to pay the full fee for that extra.

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

Our right to cancel or change your booking

We reserve the right to make changes to your booking or cancel your booking at any time. If this happens we will let you know and provide full details of any changes.

<u>Changes:</u> If we make a minor change to your package, 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. Examples of minor changes include change of accommodation to another of the same or higher standard.

Occasionally we may have to make a significant change to your confirmed package. Examples of "significant changes" include the following, when made before departure:

A change of accommodation area by more than 5 miles, for the whole or a significant part of your time away.

A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.

Please note that where your package includes festival entry tickets, cancellation (or partial cancellation) of the festival will not constitute a significant change to your package – it will only be considered a minor change. This is because the rest of your package can still be used and enjoyed by you. In these circumstances, we will offer you a refund of the festival ticket amount only, or appropriate price reduction where the whole festival isn't cancelled, but you will not be entitled to a refund of your package price or any compensation.

Cancellation: We will not cancel your package less than 60 days before your departure date, except where:

we have specified a minimum number of people for that package and we do not get enough bookings to meet that minimum requirement, provided that if your trip was for more than six days we'll give you at least 20 days' notice before it starts, if it was between two and six days we'll give you at least seven days' notice and if it was for less than two days we'll give you at least 48 hours' notice; or

we are unable to offer the package because of unavoidable and extraordinary circumstances and we notify you of the cancellation without undue delay before the start of the package; or

you have failed to pay the final balance by the due date.

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:

(for significant changes) accepting the changed arrangements; or

having a refund of all monies paid; or

where we make a minor change;

if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, 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.

Compensation

In addition to a full refund of all monies paid by you, we will pay you reasonable compensation, in the following circumstances:

If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;

If we cancel your booking and no alternative arrangements are available.

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

where we make a significant change or cancel your arrangements more than 60 days before departure;

where we make a significant change and you accept those changed arrangements.

where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

where we are forced to cancel or change your arrangements due to Force Majeure.

If we become unable to provide a significant proportion of the package 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.

Bookings excluding accommodation are not subject to the package travel regulations and as such we reserve the right to change the date of the booking

All credit notes are non refundable and are valid for a 2 year period, unless agreed in writing that an extension has been authorised by Mainstage Festivals Ltd.

Your personal information

We take the protection of your personal information extremely seriously.

Please read our <u>privacy notice</u> for more information as to what personal data we collect about you, how we use it and what your rights are in respect of your personal information.

Problems and complaints

We are confident that you will have a great holiday with us.

However, in the unlikely event that you encounter problems during your holiday you should notify the relevant service provider immediately (eg the hotelier, event manager, etc). If they cannot help, please speak to one of our reps or city managers who will take reasonable steps to sort the problem out.

If your problem relates to the fact that we have not delivered your holiday in the way we promised, you must inform us of the issue without undue delay (taking into account the circumstances of the case). Please note that if you fail to do so this may affect our ability to investigate your complaint properly, and will affect your rights under this contract.

If you are still not satisfied on your return home, please either send us an email using info@whatisthebeyond.com within 28 days of returning from your holiday to allow us to

investigate your complaint. Please write your holiday reference number on your email together with your daytime and evening telephone numbers.

If you're unhappy with the way your complaint has been dealt with or resolved, You can access the European Commission Online Dispute Resolution (ODR) platform at http://ec.europa.eu/consumers/odr/. This ODR platform is a means of alternative dispute resolution.

Law and jurisdiction

Your booking is governed by English law and you can bring legal proceedings in respect of any disputes arising out of or in connection with your booking in the English courts.

If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts.

If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

Conditions of Suppliers

Many of the services which make up your package are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

Foreign and Commonwealth Office (FCO) Advice

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

Company information

We are Go Beyond Intl Ltd, a company registered in England with company number 13348506. Our registered office is situated at 20 Gordon Mansions, Torrington Place, London, WC1E 7HF and all correspondence for our attention should be sent to this address.

Our VAT number is 378 9959 01

For assistance please email info@whatisthebeyond.com