

# Fest Intentions

The Festival Agency  
Festival Clever

**A:** Unit 6, 148 Portland Road,  
Hove, East Sussex, BN3 5QL

**T:** (+44) 0330 088 4181

**E:** [enquiries@festintentions.co.uk](mailto:enquiries@festintentions.co.uk)

**W:** [festintentions.co.uk](http://festintentions.co.uk)



## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0



# Fest Intentions

## Agency Business Terms Booking Terms & Conditions

### 1.0 General Agency Services.

1.1 **Fest Intentions**, with its registered office address at 148 Portland Road, Hove, East Sussex, East Sussex, BN3 5QL ("Fest Intentions" "we" or "us") is an independent travel agency that arranges the sale of travel packages to and from festivals and events, as well as other services such as accommodation, clothing, festival essentials and transfers. We do this in conjunction with, and on behalf of festival organisers and other suppliers via our website <https://www.festintentions.co.uk>. Unless indicated at the time of booking that they are being sold as part of a travel package, all our tickets are sold on an individual basis, and not as a package.

1.2 When you purchase an event ticket or travel package or any other service via our website you are entering into a contract with **Fest Intentions**, and with each of the festival organisers and suppliers of the items you are purchasing the items from.

1.3 You are bound by the terms and conditions of the individual event organisers', and each of the individual suppliers. The event organisers' and suppliers will be named on the receipt for your purchase. Copies of the terms that apply to the individual event organisers' and product suppliers you purchase through our website can be found on their respective websites, copies of which can also be requested from the **Fest Intentions** team.

1.4 All **Fest Intentions** services are subject to these Terms of Business. Please read them carefully as you will be bound by them.

1.5 References to "you" and "your" in these Terms of Business include the first-named person on the booking (see section 2.5 below), and all persons on whose behalf a booking is made, or any other person to whom a booking is transferred.

## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0

### 2.0 Booking through Fest Intentions.

2.1 All festival tickets, travel packages and other services offered via the **Fest Intentions** website(s) are subject to availability. Applicable event organisers, clothing retailers, product suppliers, hotel chains and other accommodation providers, supply us with a selected number of tickets and services for sale, sometimes (for some products and services), with a limited sales period, so we only have a limited number of tickets and services available at the prices indicated.

2.2 Follow the instructions on our website(s) to make your booking for your chosen event, and any travel packages associated with that event, selecting the number in your group, the festival ticket to that event with relevant category (if available), any check-in and check-out dates for your chosen hotel that you choose from our list of hotel options, category of room, and transfer/transport options.

2.3 The tickets and services are all priced individually, the prices for which will be shown as you make your selection. The total price for the individual services you have selected will be shown when you have finished making your selections and are ready to check-out. You must select the 'Proceed' button to proceed to the payment and check-out page. All tickets and other services are payable in full on booking. Payment must be made in accordance with clause 4.2 below, and as indicated our website.

2.4 You will only have entered into a contract with **Fest Intentions** and the 3rd party organizer, or supplier, once we have issued you with an email booking confirmation. Please check your booking confirmation carefully and contact us immediately if anything on the booking confirmation appears to be incorrect or incomplete.

2.5 The person whose makes the booking will be deemed to be the lead name for the booking and will be listed as the contracting party on the booking confirmation. The lead name will be responsible for ensuring that all payments are made (although payments can be accepted from other names on the booking), as well as advising us of any amendments or cancellations. We will only accept amendments and cancellations notified to us by the lead name in accordance with the relevant supplier's booking conditions, and clause 7 of these Booking Terms & Conditions. Any cancellation or amendment of a ticket or other service may involve an amendment or cancellation charge. The lead name confirms that he/she/they:

2.5.1 has read these Booking Terms & Conditions, and is authorised to and agrees to enter into (a) contract(s) with **Fest Intentions**, and the suppliers on behalf of all parties named in the booking;

2.5.2 consents to our use of information in accordance with these Booking Terms & Conditions, and our Privacy & Cookies Policy;

2.5.3 is over 18 years of age, and where placing an order for tickets or other services with age restrictions, declares that he/she/they and all members of the party are of the appropriate age to purchase those tickets or services.

## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0

### 3.0 Item prices within our packages.

3.1 The price of the individual items which are available are set out on our website. Full details of what is included in the price of your ticket and other services that we offer are also shown. Anything not specifically described on our website as being included in the price is extra and is payable to the 3rd party supplier.

3.2 We reserve the right to change the price of any items within our Online Store, this may include event tickets, booking fees, travel options, and any other services advertised within the website at any time before you book. The price of event tickets, and of individual services that you wish to purchase additionally, is indicated on our site. The total price of event tickets, including any booking fees and each additional service you wish to purchase, are confirmed before you proceed to checkout, along with any additional charges.

3.3 In addition to the price of your accommodation, depending on the accommodation supplier, there may be additional costs, such as requirements to pay a refundable deposit on arrival. This is to insure against any damages which occur during your occupancy of the property, which may be requested at the time of booking, or subsequently on your arrival. This deposit should be repaid to you in full by the accommodation supplier at the end of your stay, providing you have left the property in a reasonable condition, all in accordance to the terms of the accommodation provider.

### 4.0 Payments.

4.1 To complete your booking you must pay the total price of your package, and all subsequent elements which make up that package (tickets, travel, accommodation and other products such as fashion and festival essentials). You must do this in full at the time of booking. No booking confirmation will be issued until the full amount has been received.

4.2 We accept most credit and debit cards as well as other forms of payment including PayPal. Please check our Online Store pages for more details.

4.3 We take all reasonable care to ensure that our website is secure and to ensure that it is not possible for any third party to access your payment or other personal information. However, we cannot be held liable in the event that any third party obtains personal data or information in an unauthorised manner, unless this is due to our own negligence which you will be informed about when we contact the ICO which is required to by law.

4.4 By entering your payment details, you confirm that the payment details belong to you. All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If your card issuer refuses to authorise payment, we will not be able to process your booking.

### 5.0 Your event tickets.

5.1 Entry into your chosen event is only permitted on production of a valid ticket or event pass. Therefore, we will supply tickets to you in advance of the festival date. If these tickets are being supplied to us from the event organiser, we will ensure you get these prior to the event, however if this is not possible we may deliver your tickets via a different

## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0

method from the one specified in your online order, this is to ensure you receive your ticket in time (e.g. email instead of post). If we issue you with an e-ticket, you must bring that e-ticket and present it at the check-in point in order to gain entry. You must use the e-ticket issued in your name, and no other e-ticket. You must not allow others to use your e-ticket. If someone else has used your e-ticket you will not be allowed entry. If we issue you with a voucher, you must present the voucher, together with the payment card you used for payment, and a valid form of ID to the festival check-in point in order to obtain your festival ticket or pass. The festival organiser may refuse you entry if you fail to produce all of the aforementioned documents. **Fest Intentions** shall have no liability for any refusal of admission based on your failure to produce valid documentation.

5.2 The terms and conditions of the event organiser or promoter of the festival apply to your booking (see clauses 1.1 and 6.2), and it is your responsibility to read these terms and conditions prior to making your bookings with **Fest Intentions**. Customers must comply with last entry times, codes of conduct and all other requirements of the event organiser, and the event organiser has the absolute right to determine entry. **Fest Intentions** shall not be liable for any non-admission by the organiser.

5.3 Artists and attractions included in the event programme may be subject to change. We will advise you of any changes as soon as we have been made aware by the event organiser or promoter. The terms and conditions of the festival organiser apply to any changes and changes may not be refundable.

5.4 All event tickets are non-refundable and non-transferable, unless the event itself is cancelled or re-scheduled by the organiser. See the terms and conditions applicable to the particular event you are booking for further information.

## 6.0 Other services.

6.1 You must ensure you and your party bring the appropriate ticket(s) issued to you for any additional services that you purchase from us, together with a form of valid ID. We will issue receipts and documents for your purchase once we have received them from all of the suppliers. We may deliver documents by a different means from the one specified to ensure you receive your documents before the start of your trip (e.g. email instead of post). It is your responsibility to ensure you check all names, travel times and other details on the booking confirmation, and advise us immediately if there are any errors or omissions. Neither we nor the supplier has any liability to you if a supplier refuses to let you travel or participate because you do not carry the required documentation.

6.2 Your contract is with **Fest Intentions** and subsequently for each supplier for the service that you are purchasing. Copies of all applicable terms and conditions can be found on the suppliers' websites, and on request from **Fest Intentions** prior to making your booking. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions that permit them to do so.

6.3 It is your responsibility to ensure that you arrive in good time for the scheduled departure times of all travel links and transfers, neither us, nor the supplier are responsible for any refusal by the transport operator to let you travel due to you or your party's late arrival. If we are unable to provide exact locations and times for your transfers at the time

## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0

your booking is confirmed, we will ensure we provide this to you as soon as it is available. Advertised departure times are only approximate, and we will not be liable if any transfer arrives or departs later than scheduled. If the transport provider has to alter a departure point, arrival point, or the date and time is changed, we will notify all customers as soon as advised by the transport provider.

6.4 **Fest Intentions** does not currently organise air travel to festivals. If you arrange a flight and you miss your flight or your flight is delayed or cancelled, and you miss your transfer that we have arranged for you, the festival, or any other service such as accommodation that we have booked for you, neither us, nor the supplier are responsible or liable for this. If an additional transfer is required to get you to your destination, this will be treated as a new and separate booking payable by you. We recommend that you take out insurance to cover any risk you may face in relation to any delays or cancellations.

6.5 You will be advised of all luggage restrictions for any transport you have booked with us on your email booking confirmation. You must not carry on board any items that are prohibited according to the transport provider's conditions of carriage, and you must comply with the provider's conditions of carriage, this includes your conduct. Conditions of carriage are available from the **Fest Intentions** team on request. If you are found to have any prohibited items in your possession, or within your luggage or if you otherwise breach the conditions of carriage, you may be refused travel, or you may be required to remove the items from your luggage immediately. Neither we, nor the transport provider, shall have any liability to you in this event. If you require confirmation as to whether a particular item may be carried, then you should obtain our written confirmation before purchasing your ticket.

6.6 If your baggage is lost, damaged or delayed, your rights are as set out in the transport operator's conditions of carriage and any applicable international conventions.

## 7.0 Cancellations and amendments.

Please note that all tickets bought through the Fest Intentions Online Store are non-refundable. In some rare cases, we may be able to arrange a cancellation in agreement with the event organiser/supplier. If we are able to cancel your order, we reserve the right to charge an admin fee of 20% of your original order total. If you do not arrive at your booked venue or accommodation by the time/date printed on your booking confirmation, this is usually deemed to be a cancellation by you, and no refund will be payable to you (see the venue or accommodation providers' terms and conditions for more details).

7.1 In some exceptional cases, the event organiser may allow us to process a name change for an event ticket. An administration fee will be charged for a name change (currently around £20 but may be more depending on the supplier) for processing the name change. To arrange this, you will need to contact us as soon as possible.

7.2 If, after our booking confirmation has been issued, you wish to change your accommodation, we will make an effort to help you do this subject to availability and subject to any cancellation or amendment charges of the hotel (details of which will be provided to you on request at any time including prior to booking). However, to secure preferable rates, please note that most of our hotel bookings operate on a non-refundable

## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0

basis. An administration fee will also be charged for any changes (generally £20 or more depending on the supplier).

7.3 If you have taken out travel insurance and the reason you are cancelling is covered by that insurance, you should be able to obtain reimbursement of any cancellation charges from your insurance company (after payment of any deductible). However, you must pay us the charges first and obtain written confirmation of your cancellation from us before making any insurance claim.

7.4 If you have purchased insurance through us to protect your event and travel booking only, then you need to check the terms and conditions of [Booking Protect](#) to see if you are able to claim a refund.

7.5 Booking fees are not refundable in the event of cancellation of the event or other services that you have purchased.

7.6 Our insurance which is provided by [Booking Protect](#) covers any ticket and travel packages which are purchased through the [Fest Intentions Online Store](#), it does not cover any fashion and festival essentials products.

### 8.0 Booking changes or supplier cancellations.

8.1 Your rights in relation to any change to your booking or cancellation by the supplier are set out in the supplier's booking conditions.

8.2 As your travel agent, it is our responsibility to notify you as soon as possible of any changes of which the supplier makes us aware of, so that you may exercise the rights available to you under the supplier's booking conditions. Where any refund or other payment is due to you from the supplier, our responsibility is to pass this on to you as soon as possible after receiving it from the supplier. We shall have no further responsibility or liability to you in relation to any change to or cancellation of the booking.

### 9.0 Trust Fest Intentions; our promise to you.

9.1 As your travel agent, we make a promise to you to provide our agency services arranging attendance to your chosen events, the travel to and from those events, as well as any other services you purchase, with the expected reasonable care and skill from our team. We will have no other liability in relation to the event, and the other services that you purchase on our website. Your contract with the individual event organisers', and each of the other suppliers that you enter into when booking services via our website, will set out their liability in relation to the services they are providing to you.

### 10.0 Complaints and claims.

10.1 If you experience any issues with your booking, we need to make it clear how you can resolve these quickly and effectively. If you have any questions or queries with orders for fashion and/or festival essentials purchased via the [Fest Intentions Online Store](#), you must contact a member of our team to help resolve this with our suppliers. Complaints are

## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0

to be directed to the suppliers themselves, information for which will be provided on your booking. If you have any issues with any of our travel connections, you must contact a member of the **Fest Intentions** team who will be able to help you further. Should you have any queries and/or complaints or claims in relation to any travel connections you are booking, you should visit our customer service page within our SOS Centre site, which will give you all the details on how you can proceed. If you have a problem whilst you are at the festival, hotel or during another part of your trip, you can contact a member of the **Fest Intentions** team if it is during our office hours. In all other cases you should direct your queries through to the help teams available at the events themselves. All complaints relating to your chosen event you are attending should be directed to the event organiser, details of which will be provided on your booking confirmation or via their own website. If the matter which we are responsible for cannot be resolved and it involves us or another ABTA Member, then you have the option to use ABTA's Alternative Dispute Resolution (ADR) scheme. If you fail to follow this procedure, there will be less opportunity to investigate and rectify your complaint. If you wish to complain when you return home, you can write to the relevant supplier. You will see the name, address and contact details in the confirmation documents that we send to you. As your travel agent we will of course assist you with this, and you may contact us at any stage either during or after your trip. You can contact us at <https://sos.festintentions.co.uk>.

### 11.0 Insurance and refund protection.

11.1 Some companies require you to take out travel insurance as a condition of booking. In any event, we strongly advise you take out a policy of insurance to cover you and your party against, as a minimum, the cost of cancellation by you, and if you are travelling outside your country of residence, for your chosen event, the cost of medical assistance and repatriation in the event of accident or illness, loss of baggage and money, and other expenses.

11.2 You can protect your event tickets and travel packages with booking refund protection, "[Booking Protect](#)", which you can choose to purchase at the time of booking. [Booking Protect](#) provides our fans with a refund of your booking payment in case you are unable to attend the event in a range of circumstances outside of your control including (but not limited to) death, injury or illness, burglary or fire at your residence 48 hours prior to the event, adverse weather conditions and jury service. Full terms and conditions of the [Booking Protect](#) refund protection scheme are provided via their website. [Booking Protect](#) is administered by Booking Protect Limited which is an appointed representative of insurers regulated by the Financial Conduct Authority. Refund applications will be processed by Booking Protect in accordance with their terms and conditions. [Booking Protect](#) is not an insurance policy.

### 11.0 Health & safety.

11.1 You must comply always with all health and safety requirements of the event organiser, hotel and all other accommodation and transport providers. If you breach any of these requirements, or your behaviour or conduct, in the reasonable opinion of the supplier, causes or is likely to cause danger to, upset or distress anyone else or damage to property, you may be refused travel or entry. The supplier shall have no liability to you in these circumstances and no refund shall be given.



## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0

### 12.0 Passport, visas, health and security.

12.1 If the event is located outside your country of residence, you will need a valid passport to travel. Most countries require a minimum validity of at least 6 months after your return date for passports. A visa may also be necessary. Please contact us for any general information about passports and visas that you may need; however, it is your responsibility to ensure that you have the required passport and visa for your destination country. Neither we nor any supplier shall have any responsibility or liability to you if you are refused travel or entry in the destination country because you have not complied with any passport, visa or immigration requirements.

12.2 Health requirements for travelling abroad change. If you are a UK citizen, you should check updates and travel advice via the relevant sections of the Department of Health's website, or by checking with your GP, practice nurse or travel health clinic.

12.3 The **Fest Intentions** team can provide you with general information about health formalities, but they are not trained health professionals, so it is strongly advised that the preferable practice is to check with your own doctor who will be able to advise based on your own specific circumstances. If you are visiting a European Union (EU) country, you should obtain a European Health Insurance Card (EHIC) and take it with you when you travel. The EHIC can be obtained free of charge by completing an application form available from the main Post Offices and from [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers). Please note, the EHIC is in addition to Travel Insurance, not instead of it.

12.4 The Foreign and Commonwealth Travel Advice Unit issues and frequently updates advice for UK citizens travelling abroad. You are advised to check this information before you go by accessing the latest Travel Advice on [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice).

### 13.0 Special requests and medical problems.

13.1 If you have any special requests, you must advise our team before you book or at the time of booking by placing details in the additional notes section of our Online Store booking section. We will pass on any reasonable requests to any of our suppliers who are required to have them, but we cannot guarantee any request will be met.

13.2 If you or any member of your group has any medical problem or disability that may require assistance, please tell us before you book, or if diagnosed after you confirm your booking, as soon as possible after you become aware. If our relevant supplier feels they are unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline your booking or, if full details are not given at the time of booking, cancel when we become aware of these details. Extra charges may apply to special arrangements put in place on your request. These can be advised to you through a member of our travel team who can help.

## FEST INTENTIONS

Total Online FI Legal Documents (Booking Terms & Conditions) v1.0

### 14.0 GDPR and wider data protection.

14.1 In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the personal information you provide such as name, address, and any special needs/dietary requirements etc. We shall ensure that proper security measures are in place to protect your information and we will comply with new General Data Protection Regulations 2018 which come into effect on Friday 25th May 2018.

14.2 In order to process your booking, we must pass selected personal information on to the relevant suppliers of the services you have purchased. These will include the event organiser or promoter, your chosen hotel, and transport provider. **Fest Intentions**, or the supplier, may also need to provide your personal information to security or credit checking companies, credit and debit card companies, regulatory or public authorities such as customs or immigration if required by them, or as required by law. This also applies to any sensitive information that you give to us such as details of any disabilities or dietary requirements. If you travel to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combatting terrorism and other transnational serious crimes. We may have to send your personal information to countries outside the European Economic Area (EEA) where controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass the information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this use of your personal information.

14.3 Full details regarding GDPR and Fest Intentions can be read by visiting our [SOS Centre](#) and clicking on GDPR, marketing & customer data.

### 15.0 Governing law and jurisdiction.

Our Agency Booking Terms & Conditions are governed by and shall be construed in accordance with English law. The courts of England and Wales shall have jurisdiction to decide any dispute or claim that arises out of or in connection with these Booking Terms & Conditions. If you are a resident of Scotland or Northern Ireland, you may choose the law and jurisdiction of Scotland or Northern Ireland instead.

You can view our complete list of terms and conditions which relate to other areas of our business by visiting our [SOS Centre](#).

Last updated Tuesday 01 May 2018.



## **FEST INTENTIONS**

(part of the Decadance Group)

**A:** Unit 6, 148 Portland Road, Hove, East Sussex, BN3 5QL

**T:** (+44) 0330 088 4181

**E:** [enquiries@festintentions.co.uk](mailto:enquiries@festintentions.co.uk)

**W:** [festintentions.co.uk](http://festintentions.co.uk)