

# Booking Terms & Conditions

## Direct Holidays

### Booking Conditions

Please read these terms and conditions carefully. These conditions, along with the other information in our brochures or on our websites (depending on how you make your booking) set out the terms and conditions of the contract between you and Thomas Cook Tour Operations Limited and show you and our contractual commitments to each other.

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

When we talk about your Holiday in these conditions, except where otherwise stated, we mean the accommodation, transport and other holiday services (excluding Resort Booked Excursions, see below) described by us that you book in the UK with us.

### Excursions

Excursions include, but are not restricted to, any sightseeing trips, gigs, events or other tours attended in resort for which additional payment is required. Excursions can either be booked and/or paid for in resort ("Resort Booked Excursions") or pre-booked and paid for when you book your Holiday ("Pre-booked Excursions"). All excursions are supplied by third party suppliers and are subject to the clause entitled "Suppliers' Conditions" below. We accept, subject to the clauses entitled "Suppliers' Conditions" and "Our Liability to You" below, responsibility for Pre-booked Excursions. However, Resort Booked Excursions do not form part of your Holiday and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. We do not have any responsibility or liability whatsoever for anything which may go wrong on a Resort Booked Excursion. We, our servants, employees or agents are acting, depending upon the actual Resort Booked Excursion, either as agents for the relevant Resort Booked Excursion supplier or as agent for you. In any event the contract for any Resort Booked Excursion is between you and the Resort Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Resort Booked Excursion, literature, ticket or receipt you are given. For Resort Booked Excursions you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country also.

### Information And Prices

We publish brochure and website information many months in advance and, as far as we know, all information is correct at the time of publication. However, things may still change after publication and we check regularly to see if we need to update or correct any information or prices. If there are any significant information changes or we find any mistakes, we will put details on our computer reservation system or website so you will receive the latest information when you make your booking.

### Late Holiday Bookings

Certain bookings made within 14 weeks of departure will be regarded as 'Late Holiday' bookings. You will be told at the time of booking whether or not the booking you seek to make is a normal booking or a 'Late Holiday' booking, and the difference between the two. It will then be your choice as to how you wish to proceed. Please be aware that 'Late Holiday' bookings always require payment of the price in full at the time of booking whenever that may be. 'Late Holiday' bookings may be either booked through promotional publications or from a Brochure or on the website. Accommodation may either be named at the time of booking or allocated when you arrive at your destination. 'Late Holiday' bookings are not always cheaper than the prices in the brochure, as prices are set according to demand. Additional terms and conditions apply for 'Late Holiday' bookings and these are contained on our reservation system and website. Not all services and facilities as advertised in this Brochure will be available for 'Late Holiday' bookings. Please check with our reservations staff or check on the website carefully before booking.

### Surcharges - Price Increases After Booking

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Holiday may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Holiday, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your Holiday, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your Holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements for your Holiday 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.

### Your Booking

Before you book please discuss your choice of resort, accommodation and transport with our reservations staff, to make sure it will be suitable for you and the people you will be travelling with. The person who signs the booking form or completes the booking online or by telephone is the 'lead name'. He or she must be 18 years of age or over at the time of booking. If you are under 18 on your departure date an adult of 18 years or over must accompany you.

The lead name is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information in the relevant brochure and on our websites (as applicable).

When you book your Holiday you agree to pay us either:

- A deposit at the time of booking followed by the remaining balance due on the booking. You will be advised of the current deposit payable at the time of booking. The remaining balance for the Holiday is due 10 weeks before your travel date.; or
- The full cost of the Holiday if you book a Late Holiday (see 'Late Holiday Bookings' above for definition), or, if it is 10 weeks or less before you go.

If you have a special request for anything that is not automatically part of your Holiday, please check when you book your Holiday and we will pass this information on to the suppliers we work with. Our note of your request on your invoice confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights. We will not pay compensation for failing to meet a special request that we have not confirmed separately in writing. Once you have booked we will issue a confirmation invoice setting out the Holiday details and price. A contract will exist when we issue the confirmation invoice. Please check the details on your invoice carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations staff immediately. On the invoice, pay particular attention to the date your final payment is due as we may cancel your Holiday if you do not make your final payment on time. If we do this we will keep your deposit. If we extend the period for you to pay the final payment at your request, and you still fail to pay or cancel your booking, the cancellation charges will be increased in accordance with the scale and 'Exception' set out in the section entitled 'Cancellation By You'.

### Before You Travel

You must take out adequate travel insurance suitable for your needs before you travel. We cannot be responsible for any costs you incur as a result of you failing to do so. For your own peace of mind the insurance should cover you if you have to cancel your arrangements, or for any emergencies such as illness or injury that arise while you are away. If you have not already purchased travel insurance, please ask us for a no obligation quote.

### Suppliers' Conditions

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers' conditions will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. You can get copies of the relevant conditions if you ask us.

### Changes You Make Before Travel

If you want to change your Holiday arrangements in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time. Please note that typically changes to scheduled flight tickets are very restrictive.

Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply charges for each person on the booking and for each item you want to change as shown in the table below. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made. If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra and may lose any free or reduced infant and child places or any free group places. And remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking.

You may not change a holiday chosen from our brochures/websites to special offer holiday such as those featured in promotional publications, or to a 'Late Holiday' (see section 'Late Holiday Bookings'), without incurring cancellation charges. Such a change would necessitate the cancellation of your existing arrangements subject to our cancellation charges shown and the re-booking of new arrangements at the price applying on the day the booking is made. We will not be able to amend the details of a 'Late Holiday' (see section 'Late Holiday Bookings' for definition), unless you are prevented from proceeding with your Late Holiday for reasons beyond your control, and not simply due to a change of mind. Cancellation charges apply to all amendments to holidays of these types. See section 'Cancellation by You' for more information.

**Note: the transport provider may impose additional charges of up to 100% of the ticket cost; any such charges will be in addition to the amendment fees listed above - see the Exception in the section "Cancellation By You" below.**

### The costs shown are per change per person

#### Notice given more than 70 days

Transport (e.g. Air/Sea/Road/Rail) - £35 a change  
Date of Travel (see Note 1) - £35 a change  
Destination Airport - £35 a change  
Name Change (see Note 2) - £35 per name change  
Accommodation - £35 a change  
Optional Extras (see Note 3) - The greater of £35 or Loss of Deposit

#### Notice given 70 - 29 days

Transport (e.g. Air/Sea/Road/Rail) - £50 a change  
Date of Travel (see Note 1) - Cancellation charges - see 'Cancellation By You'  
Destination Airport - Cancellation charges - see 'Cancellation By You'  
Name Change (see Note 2) - £35 per name change  
Accommodation - £50 a change  
Optional Extras (see Note 3) - Cancellation charges - see 'Cancellation By You'

#### Notice given 28 days or less

Transport (e.g. Air/Sea/Road/Rail) - Cancellation charges - see 'Cancellation By You'  
Date of Travel (see Note 1) - Cancellation charges - see 'Cancellation By You'  
Destination Airport - Cancellation charges - see 'Cancellation By You'

Name Change (see Note 2) - £35 per name change  
Accommodation - Cancellation charges - see 'Cancellation By You'  
Optional Extras (see Note 3) - Cancellation charges - see 'Cancellation By You'

**Note 1:** It is not possible to transfer your booking to a departure date more than 3 months after your original travel date without incurring cancellation charges.

**Note 2:** You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from travelling for reasons beyond your control and not simply from a change of mind. Name changes on day of departure, where permitted, will incur additional administration costs.

**Note 3:** When we refer to 'Optional Extras', we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book. For example, car hire, weddings or park tickets. If you cancel any Optional Extras for which there is a cost, we will apply the charges above. If you cancel any Travel insurance you booked through us your premium will not be refunded, as cover under the policy will already have begun.

#### Cancellation By You

The lead name on the booking must give notice to cancel in writing to their correspondence address as stated on the invoice and the charges shown below apply from the date we receive the notice at our offices. In order to cover our expected losses from the cancellation of the booking there is a set scale of charges which must be paid by you if you or anyone travelling with you cancels. Also note the 'Exception' described below which may apply in addition to the scale of charges.

Time we receive your notice to cancel before departure	Cancellation charge (excluding 'Late Holiday' bookings)	Cancellation charge for 'Late Holiday' bookings
More than 70 days	Loss of deposit	Loss of deposit
70-64 days	30% cost of holiday (or loss of deposit if greater).	100% cost of holiday
63-50 days	50% cost of holiday	100% cost of holiday
49-29 days	70% cost of holiday	100% cost of holiday
28-11 days	90% cost of holiday	100% cost of holiday
10 days or fewer	100% cost of holiday	100% cost of holiday

If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any insurance premiums and amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

\*Where you take advantage of a low deposit promotion, the balance of the full deposit is payable 8 weeks after booking. In the event of cancellation, the full deposit must be paid.

#### 'Exception'

Cancellation of certain transport arrangements, typically Scheduled airline and Eurostar tickets can result in up to 100% cancellation charges regardless of the notice period given to us. We reserve the right to pass on these charges which will apply to the transport element of your Holiday and the cancellation charges in the scale above will apply to the other elements of your Holiday (e.g. accommodation, optional extras). Similarly, name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the transport element of your booking and you must also pay the charge listed in the section "Changes You Make Before You Travel" above. Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

#### Changes Made By Us Before Travel

From time to time we may have to change details of the Holiday you have booked. If any change will have a significant effect on your Holiday, we will tell you about it before your Holiday, if there is time. Changes we will tell you about include:

- Change of your UK departure airport
- Significant change of your destination
- A change of more than 12 hours to the time you leave the UK or your destination
- If we downgrade your accommodation by one full 'Tour Operator' rating or
- If the swimming pool will not be available for an extended period during your Holiday and no alternative pool is available either at the property or nearby.

If you do not want to accept a significant change, which we will tell you about before you depart, we will, if we are able to do so, offer you an alternative Holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive Holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different Holiday offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Holiday and receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Unless the change is as a result of circumstances listed in the paragraph below headed 'Circumstances Beyond our Control', we will pay you compensation as shown in the table below. If you accept the significant change or amend to a different Holiday offered for sale by us you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

Period of notice we give to you before departing.	Compensation to each full fare passenger (Option 1)		(Option 2)
	71+ days	£0	£0
70-43 days	£10	£5	
42-29 days	£20	£10	
28-11 days	£30	£15	
10-0 days	£40	£25	

Compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on 'free child places', 'free group places' or infants.

#### Minor Changes By Us Before You Travel

Any change which is not deemed to be significant, as outlined in the section entitled 'Changes Made By Us Before Travel', will be classed as a minor change. We will endeavour to tell you about a minor change before you travel however, we will not pay compensation as a result of this change.

The flights we offer are operated by a range of scheduled or charter airlines, using wide or narrow body jet aircraft. It may not be possible at the time of booking to specify the airline or type of aircraft. We are required to inform you of the identity of the airline operating your flight. Any changes to the operating airline will be notified to you in all cases at check in or at the boarding gate. We reserve the right to change airlines or aircraft types at any time and changes of this type will not constitute a major change.

#### Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your Holiday after booking, or we, or our suppliers, cannot supply your Holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, epidemic, natural or nuclear disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), change to Foreign Office advice to advise against travel to destination and significant building work ongoing outside of your accommodation (such as resort development).

#### Changes Made After Travel

If, after your departure, a significant part of your pre-booked Holiday arrangements cannot be provided, you will be offered a suitable alternative if possible. If appropriate, we will also pay you compensation in accordance with the table in the section entitled 'Changes Made By Us Before Travel' unless the reason for the change is due to circumstances beyond our control (see section entitled 'Circumstances Beyond Our Control'). If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel your booking. In this event, you will have the right to be returned by the same means of transport to your original departure point at no extra cost provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available.

#### Flight Delays

Delays sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements for this will normally be the responsibility of the airline. For more information on flight delays see the section entitled 'Our Liability to You'. If you have purchased our recommended travel insurance, or a comparable policy, you should have cover against long delays.

#### Cancellation By Us

We can cancel your Holiday and any other holiday we operate. On rare occasions, we may need to cancel your Holiday if there is insufficient demand for your particular Holiday. If we have to cancel a Holiday for any particular reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative Holiday of equivalent or closely similar standard and price at no extra cost, or a less expensive Holiday, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose another offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. However, we will not cancel your Holiday within 10 weeks of departure except if we are forced to do so because of unusual circumstances we could not have foreseen, where we could not avoid the results of those circumstances even after taking all reasonable care. (See 'Circumstances Beyond Our Control' above). No compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choices. We can also cancel if you fail to make payment for your booking on time.

#### Brochure And Website Accuracy

Sometimes facilities described in our brochures/websites will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. If possible, we will tell you about the withdrawal of any significant facility as soon as possible. Outside the peak season it is common for facilities and services to be less widely available, both in your accommodation and holiday resort/destination generally. Beach activities such as water-skiing and windsurfing are normally managed by independent local operators and we have no control over their availability or prices. There may be a charge for some facilities at your accommodation, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your resort and accommodation. The transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer. If we know about significant building work or other noise likely to affect your travel arrangements we aim to tell you before you leave. We cannot provide this advice on 'Late Holiday' bookings where accommodation is not specified before you arrive at your destination. (see also 'Circumstances Beyond Our Control')

#### Our Liability to You

(i) Our obligations, and those of our suppliers providing any service or facility involved in any of your Holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for

example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.

(i) For claims which do not involve death or personal injury, we accept liability, subject to paragraph (i) above and (v) below, should any part of your Holiday not be as described in the relevant brochure, on our websites or elsewhere by us (as applicable to your method of booking) before you leave the U.K. If we have liability, we will, subject to paragraphs (ii), (vi) and (vii) below, pay you reasonable compensation. However, the maximum we will pay you in any circumstances is twice the price of the Holiday. This maximum will only be payable when every aspect of your Holiday has gone wrong and you have not received any benefit from your Holiday. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us.

(ii) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you do not claim against the carrier and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

(iv) For claims which involve death or personal injury as a result of an activity forming part of your Holiday (excluding Resort Booked Excursions see section entitled 'Excursions'), we have liability subject to paragraph (i) above and (v) below. If we accept liability, we will, subject to paragraphs (vi), (vii) and (viii) below, pay you reasonable compensation.

(v) We accept liability in accordance with paragraphs (i), (ii) and (iv) above and subject to paragraphs (vi), (vii) and (viii) below except where the cause of the failure in your Holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers because it is either attributable to you, or attributable to someone unconnected with the Holiday and is unforeseeable or unavoidable; or because the failure is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(vi) If any international convention applies to or governs any of the services or facilities included in your Holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the COTIF Convention concerning International Carriage by Rail 1980 (as amended); in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. You can get copies of the relevant conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your Holiday.

(vii) You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled 'If You Have A Complaint'.

(viii) Should you become ill while on Holiday, you must, in addition to reporting your illness to our representative, local agent or Duty Office, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.

(ix) If you or any member of your party suffers during your Holiday any difficulty through misadventure as a result of any activity which does not form part of your contracted Holiday arrangements, we will offer you prompt assistance. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £1,000 per booking and is subject to you notifying us that you require such assistance within 30 days of the incident. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

(x) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Holiday.

#### **Baggage**

The amount of compensation we will pay for any loss or damage to luggage is limited in accordance with the conventions listed in the above section. For claims for missing or damaged baggage you must follow the rules on the back of your ticket or contained within the carrier's conditions of carriage. Please note time limits apply within which to notify us or the carrier and make a claim. We will not accept liability for high-value items which you should insure for the appropriate amount.

#### **Your Responsibility**

We want all our customers to have an enjoyable, carefree Holiday. But you must remember that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe:

- your actions could upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage property; or
- you are unfit to travel;

we may end your Holiday and terminate your contract. You and your travelling party will be prevented from using your booked accommodation, transport, and any other Travel Arrangements forming part of your booking and we will not be liable for any refund, compensation or any other costs you have to pay. Alternatively at our discretion, you may be permitted to continue with your Holiday but may have additional terms of carriage imposed upon you. See 'In-Flight Safety in the All You Need To Know/Holiday Information sections of the relevant brochure and on our websites for further details.

In addition to the above and the effect your actions may have on others, you must particularly also bear in mind that you are responsible for your safety, and that you are responsible for the condition of the property you occupy. We are not responsible for any accidents which occur in or around swimming pools due to your inappropriate, or irresponsible behaviour, or for any accidents which occur anywhere on properties because of glass, china or the like which you have broken and/or have left in a way in which injury can result.

We expect that you will enjoy your holiday with us. We appreciate that you may well drink alcohol as part of your enjoyment. You must, however, do so responsibly and we will have no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol. We will hold you and the members of your travelling party jointly and individually liable for any damage to the accommodation, furniture, apparatus or other material located within the accommodation, together with any legal costs we incur in pursuing a claim. It is your duty to report any breakages, defects or damage to an appropriate person immediately.

If your behaviour or the behaviour of any members of your travelling party causes any transport aircraft to be diverted we and/or the carrier will hold you and those members jointly and individually liable for all costs incurred as a result of that diversion.

We cannot accept liability for the behaviour of others in your accommodation or flight, or for any facilities/services withdrawn as a result of their action.

#### **Travel Documents And Health Advice**

It is your responsibility to have valid travel documents. If we or your carrier are fined as a result of you holding incorrect documents, you will have to pay us the full amount. For up to date UK Government health & travel advice please visit [www.fco.gov.uk](http://www.fco.gov.uk), [www.hpa.org.uk](http://www.hpa.org.uk) and [www.nathnac.org](http://www.nathnac.org) and contact your GP. See our Holiday Information pages and website for further information.

#### **If You Have A Complaint**

We aim to provide the best Holiday possible. However, if you are not satisfied please complain as soon as possible to the relevant person (for example, the accommodation management or transport supplier). If they cannot help, you must tell your Holiday Representative or our Local Agent and we will do everything reasonably possible to sort the problem out. If you are still not satisfied, ask your Holiday Representative or our Local Agent for a Customer Relations Report Form. If you do not have the services of a Representative or our Local Agent, or they are not available, you must contact our UK Duty Office (on the number shown on your travel documentation) straight away. When you get back home, send a letter (and where possible, enclose your completed Customer Relations Report Form), to our offices in the UK, within 28 days of returning home. If you have special needs that prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone. For complaints arising from Scheduled airlines, we will act as a liaison between you and the airline, to try to assist in resolving the problem. If we cannot help and you wish to take matters further, you must contact the airline directly.

The address to send your completed form and covering letter to is:  
Customer Relations Department, Direct Holidays, 2/4 Godwin Street, Bradford, BD1 2ST  
Register your complaint online at: [www.thomascook.com/customer-relations](http://www.thomascook.com/customer-relations)

We would point out that failure to follow the above procedures during your Holiday, and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures during your Holiday, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly once the Holiday is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your Holiday, prevent us from carrying out a proper investigation.

We aim to resolve all complaints ourselves, but if this is not possible your complaint can be considered under a scheme devised by ABTA and administered by IDRS Ltd, part of the Chartered Institute of Arbitrators. We will give you details of this scheme if you ask. The scheme does not apply to claims over £25,000 in total or more than £5,000 a person, or to claims mainly about illness or injury. To take advantage of the scheme you must contact IDRS Ltd within 12 months of returning from your Holiday.

#### **Data protection**

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as hoteliers and airlines, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for market research and analysis purposes; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as Banks and credit card companies); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of post or telephone to provide you with offers, products and services from companies within the Thomas Cook group and carefully selected third parties. If you purchase travel insurance from us, we will need to pass your personal data (including sensitive personal data and personal/sensitive data relating to other members of your travelling party) to the insurance company.

Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have booked with us via our web site, or if you have chosen for us to contact you by e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of communication. Please note that you may still need to contact us by post or via our call centre as required by our booking conditions. If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to: The Company Secretary, Thomas Cook Group UK Ltd, UK Legal Department, Unit 17 Coningsby Road, Peterborough, PE3 8SB. If you wish to opt out of receiving marketing communications from us, please advise one of our sales consultants or make the appropriate opt out choices on the website when you book.

#### **Financial Protection**

The air inclusive Package Holidays provided by us are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is 1179. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

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