

Booking Terms & Conditions

Club 18-30

Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and Thomas Cook Tour Operations Limited ("we", "us" and "our"). 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. Our obligations to you will vary depending upon whether or not what you book with us is a package holiday ("Package") as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992. Section A below details the booking conditions which apply particularly to such a booking. Where you book only a "Flight" or a "Hotel" the terms which particularly apply to such a booking are detailed in Section B under the heading "Single Components". There are certain terms which apply to any type of booking and these are detailed in Section C.

A. Package holiday

The information in our brochure and on our website, along with the terms set out below and the terms set out in section C, apply when you book a Package.

A1. Your Contract/Financial Protection

The financial bonding requirements of the Travel Association (ABTA) and the Civil Aviation Authority (CAA) have been observed by us in relation to the provision of all our Packages. Our CAA ATOL number is 1179 [and our ABTA membership number V6896].

These arrangements ensure that payments made by you for your Package would be refunded and/or you would be repatriated in the unlikely event of our insolvency.

A2. Price Changes

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 Package 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 Package, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your Package, you will have the option of accepting a change to another Package 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. You must cancel within 14 days from the issue date printed on your final invoice.

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 the price of your Package go down due to the changes mentioned above, by more than 2% of your Package cost, then any refund due will be paid to you. However, please note that Packages are not always purchased in local currency and some apparent changes have no impact on the price of your Package due to contractual and other protection in place.

A3. Changes Made By Us Before Travel

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

- Change of your UK departure airport
- Significant change of your destination
- 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
- A change of more than 6 hrs to the time you leave the UK or your destination on breaks of 4 nights or less, or a change of more than 12 hours for all other longer holiday durations
- If we downgrade your accommodation by one full Tour Operator rating

If you do not want to accept a significant change, which we tell you about before you depart, we will, if we are able to do so, offer you an alternative package of equivalent or closely similar standard and price at no extra cost, or a less expensive package, 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 package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Package 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 package 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 or your Travel Agent 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
28-15 days	£30	£15
14-0 days	£40	£25

There are no compensation payments payable to those traveling on 'free group places'.

A4. Minor Changes By Us Before Travel

Any change which we do not consider significant, is a minor change. We will endeavour to tell you about a minor change before you travel but we are not obliged to do so and we will not pay compensation. 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. Please note that two airlines may share the same services, therefore a flight may not be operated by the airline whose designated code is shown on your itinerary and ticket. We are required to inform you of the identity of the airline operating your flight. Any exchanges 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 significant change.

A5. Cancellation By Us

We can cancel your Package and any other Package we operate. On rare occasions, we may need to cancel your Package if there is insufficient demand for your particular Package. If we have to cancel a Package 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 Package of equivalent or closely similar standard and price at no extra cost, or a less expensive Package, 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 Package 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' below) 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.

A6. Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we will not pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if we have to change your Package after departure, or we, or our suppliers, cannot supply your Package, as we, or they, had agreed, or you suffer any loss or damage of any description, as a result of circumstances beyond our control. 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, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and building work from a third party (such as resort development).

A7. Changes Made After Travel

If, after your departure, a significant part of your pre-booked Package 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.

A8. 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 will normally be the responsibility of the airline. If you have taken out our recommended travel insurance or a comparable policy you should have cover against delays.

A9. Our Liability to You

(i) Our obligations, and those of our suppliers providing any service or facility involved in any of your Package, are to take reasonable skill and care to arrange for the provision of such services and facilities 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.

(ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraph (i) above and (iv) below, should any part of your Package not be as described in this Guide or elsewhere by us before you leave the U.K. If we have liability, we will, subject to clause C10 and clause C13 below, pay you reasonable compensation. However, the maximum we will pay you in any circumstances is twice the price of the Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from your Package. Any sums received by you from suppliers, will be deducted from any sum paid to you as compensation by us.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your Package (excluding Resort Booked Excursions – see section C6 'Excursions'), we have liability subject to paragraph (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v) and (vi) and clause C10 below, pay you reasonable compensation.

(iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and (vi) and clause C10 below except where the cause of the failure in your Package 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, and is either attributable to you, or attributable to someone unconnected with the Package and is unforeseeable or unavoidable, or 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 an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) 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'.

(vi) Should you become ill while on your Package, you must, in addition to reporting your illness to your accommodation provider, 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.

(vii) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of any activity which does not form part of your contracted Package arrangements, we will provide you with all reasonable assistance. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £5,000 per booking form. If you are entitled to have any costs and expenses arising from such an incident met by or from an 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.

(viii) 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 Package.

A10. Airline Collapse

In the unlikely event that the airline with which you are travelling ceases to trade whilst you are abroad, you must contact us at the earliest opportunity to allow us to seek to find you an alternative return flight. We shall not be liable for any costs you incur in making your own return flight arrangements if you have not given us the opportunity to arrange an alternative flight home for you.

B. Single Components

The terms set out below, together with the terms set out in section C, apply when you book individual travel components such as only a 'Flight' or only a 'Hotel'. They apply whether you book one component or more than one component. Booking more than one component does not create a Package.

B1. Price Changes

Price increases may occur any time prior to departure, you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

B2. Transfer of Bookings

In the case of a scheduled flight only booking, transfer to another person will involve cancelling the original booking, thereby incurring any relevant cancellation charges and then making a new booking, which will be subject to availability and any additional price increase. Transfer of any other type of booking is subject to the supplier's own terms and conditions and the applicable amendment or cancellation charges as stated in section C.

B3. Our Liability to You

Our responsibility is to make arrangements for the provision by the relevant suppliers (including air carrier of air transport, accommodation owner/supplier, car hire provider) of the components you book, but we do not have any responsibility for the operation of the component itself. We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the single component unless we have negligently failed to select a normally competent provider of the relevant component. Further, we have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the single component you have booked with us. Please note, in the unlikely event of our collapse/insolvency, any money you have paid is not protected by a scheme of financial protection. If this is important to you, we recommend you book a Package with us or obtain suitable travel insurance.

C. All Bookings

Before you book please visit our website or discuss your choice of destination, accommodation and transport with our reservations staff or your travel agent, to make sure it will be suitable for you and the people you will be traveling with. Some travel and accommodation arrangements are only available on a request basis - where this is the case you will be advised at the time you make your enquiry and details of the arrangements on request will be shown on any documentation we issue. Any arrangements that we advise you are on request are not confirmed or guaranteed and are subject to change until we receive confirmation from our supplier.

C1. Your Holiday 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. The minimum age for travel is 17; the maximum age is 35. To be permitted to travel you must be within this age range on the day of departure.

There are no exceptions to these rules.

If you are under 18 at the time of booking and wish to travel without an adult accompanying you, we will only allow you to travel subject to the following conditions. If at the time of departure you are 17, you must provide written authority from your parent or legal guardian who must sign the booking form in the presence of a travel agent (telephone and online bookings cannot be made if you are under 18). The travel agent may ask the parent/guardian to produce a copy of their passport showing their name and signature. Written permission from a parent/guardian cannot be accepted unless their signature can be checked. On signing the booking form, a contract will exist between your parent/guardian and us. 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 guide and on our websites (as applicable).

For all bookings as described in Section A and/or Section B above, a contract will exist between you and us when we issue a confirmation invoice/receipt/e-mail.

C2. 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 Guide 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 guide, 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 Guide will be available for 'Late Holiday' bookings. Please check with our reservations staff or on our website carefully before booking.

C3. Payment terms

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

- 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 by the date specified on your confirmation invoice or requested by your Travel Agent (this will usually be 10, 12 or 14 weeks before your travel date, depending on the type of Holiday booked); or
- The full cost of the Holiday if required by the supplier of the travel services that you book or if you book a Late Holiday (see 'Late Holiday Bookings' above for definition), or, if it is 10, 12 or 14 weeks or less before you go (depending on the type of Holiday booked).

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

If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

C4. Special requests

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/receipt 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

C5. Insurance

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 visit www.thomascook.com or your Thomas Cook store for a no obligation quote.

C6. 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 C8. We accept, subject to clauses A9 and C8 entitled "Suppliers' Conditions" and "Our Liability to You" below, responsibility for Pre-booked Excursions. However, Resort Booked Excursions do not form part of your Package 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.

C7. Changes you make before travel

If you want to change the arrangements you have booked 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 and to the transport providers terms and conditions. Please note that typically changes to scheduled flight tickets, ferry and Eurostar 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.

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 - £35 a change
Destination Airport - £35 a change
Name Change (see Note 1) - £35 per name change
Accommodation - £35 a change
Optional Extras (see Note 2) - The greater of £35 or Loss of Deposit

Notice given 70 - 22 days

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

Notice given 21 days or less

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

Note 1: 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.

Note 2: 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 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.

C8. Cancellation By You

The lead name on the booking must give notice to cancel in writing either to their Travel Agent or to the correspondence address stated on the invoice and the charges shown below apply from the date we receive the notice at our offices or the travel agent activates the cancellation.

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 traveling 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
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More than 70 days	Loss of deposit	Loss of deposit
70-57 days	30% cost of holiday (or loss of deposit if greater).	100% cost of holiday
56-29 days	50% cost of holiday	100% cost of holiday
28-22 days	70% cost of holiday	100% cost of holiday
21-8 days	90% cost of holiday	100% cost of holiday
7 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.

'Exception': Cancellation of certain transport arrangements, typically Scheduled airline (including 'Low Cost Carriers' / 'No Frills' airlines), Ferry 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 booking and the cancellation charges in the scale above will apply to the other elements of your booking (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.

C9. 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. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

C10. International Conventions

If any international convention applies to or governs any of the services or facilities 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 travel arrangements.

C11. 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.

C12. Flight and Other Travel Timings

Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

C13. Denied Boarding

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.

C14. Complaints

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, Club 18-30, 2/4 Godwin Street, Bradford, BD1 2ST
Register your complaint online at: 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. 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 the IDRS Ltd within 12 months of returning from your holiday.

C15. 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, www.hpa.org.uk and www.nathnac.org and contact your GP. See our Holiday Information pages and website for further information.

C16. Information Accuracy

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. Descriptions of accommodation, facilities and services we provide are based on information obtained from our suppliers. Sometimes the facilities described will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities, 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 destination and accommodation. Any 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.

C17. Personal Information

To comply with the Data Protection Act we would like to advise you that in order to provide you with the products or services you require, the personal information you supply to us will be passed to relevant trusted partners or suppliers. This may involve sending your details to countries that do not have an equal level of privacy legislation to that in the UK. Your details may also be used for improving our customer service, analysis and occasionally, for the prevention of crime. We may also occasionally contact you by post or telephone to update you about great offers, products and services from Thomas Cook group companies and carefully selected third parties. Should you not wish to receive such information, please advise one of our sales consultants or make the appropriate opt out choices on the website when you book.

C18. 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 traveling 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 traveling party jointly and individually liable for any damage to the accommodation, furniture, apparatus or other materials 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 traveling 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.

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