Terms & Conditions

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SECTION A: BOOKING CONDITIONS

1. Your Contract

This website is operated by Thomas Cook Airlines Limited. When you make a flight booking via this website, your payment will be processed by Thomas Cook Airlines Limited, but your contract will be with either Thomas Cook Airlines Ltd or Thomas Cook Tour Operations Limited.

If your booking includes flights operated by Thomas Cook Airlines only, your contract will be with Thomas Cook Airlines Ltd. If your booking includes flight(s) with an airline that is not Thomas Cook Airlines, your contract will be with Thomas Cook Tour Operations Ltd. In addition to these conditions, you will also be bound by the Conditions of Carriage of the airline who is operating your flight, together with any other terms and conditions displayed at the time of booking.

Bookings made via this web site do not constitute a 'package' (as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992) and these Regulations do not apply.

Definitions In these terms and conditions, the following definitions apply unless the context otherwise requires.

"airline(s)" means the airline(s) which provides your flight(s). This may be Thomas Cook Airlines Limited or any one or more of a number of other airlines.

"booking" means your booking made via this website.

"conditions" means these terms and conditions.

"flight(s)" means the flight(s) you book with Thomas Cook Airlines.

"SDR" means Special Drawing Rights which is an International Monetary Unit.

"you" and "your" means all persons (or any of them as applicable) named on the booking (including the lead passenger (as defined below in 'Making A Booking') and anyone who is added or substituted at a later stage).

"sector" means a one-way flight from or to the UK. If you book a return flight, this will comprise two sectors - for example, the flight departing the UK is the first sector, the flight returning to the UK is the second sector.

“Thomas Cook Airlines”, "we", "us", "our" and “ourselves” means either Thomas Cook Airlines Limited or Thomas Cook Tour Operations Ltd, depending upon whether your flight is booked with Thomas Cook Airlines or another airline (as stated above).

2. ATOL Financial Protection and ABTA Membership

ATOL Protection

Not all flights offered and sold by us will be protected by the ATOL scheme. If you are buying a flight from Thomas Cook Airlines operated by Thomas Cook Airlines Ltd on or after 22nd November 2015
your flight will not be ATOL Protected. If you are buying a flight from Thomas Cook Tour Operations Ltd (ATOL number 1179) operated by a third party Carrier your flight will be ATOL protected. If you booked prior to 22nd November 2015 please visit: https://www.thomascookairlines.com/en/help-contact/frequently-asked-questions.jsp for details of the protection that applies to your booking.

If your flight is not ATOL protected you will not receive an ATOL Certificate and the protection stated below will not apply.

When you receive an ATOL Certificate, your ATOL Certificate lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the travel services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it may not be possible for the CAA to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or against your credit card issuer, where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Please visit www.atol.org.uk/ATOLcertificate for more information about financial protection and the ATOL Certificate.

ABTA Membership

Thomas Cook Tour Operations Ltd is a member of ABTA with membership number V6896. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London, SE1 9EQ Tel: 020 3117 0500 or see the ABTA website at: www.abta.com. Please note that ABTA membership only applies to services supplied by Thomas Cook Tour Operations Ltd and does not apply to services booked with Thomas Cook Airlines Ltd or any services offered via links from this website such as car hire or hotels which you may choose to book with other third party companies.

3. Prices on this Website and Fuel Supplements

The prices you see initially on this website or on any Thomas Cook Airlines e-mail marketing communication, are not live. Although prices and availability are updated very regularly, flights and
other services advertised are subject to availability and prices can change at any time. When you make a search on this website for a specific flight or other service by entering your requirements, the website will then check the live availability and price, therefore please allow for changes to occur before your final price is confirmed. Credit card charges may apply.

We do all we can to ensure that all of our published fares are correct. However, on some rare occasions we do make mistakes, which can cause the wrong fares to be displayed. Where, in error, we have published a mistaken fare, we reserve the right to either ask you to pay the difference between the advertised price and the actual price or to cancel the tickets purchased at the mistaken fare and provide a full refund of the purchase price you have paid.

Where a mistake in a fare was not reasonably obvious at the time of booking and a refund is requested, we will refund any reasonable, non-refundable out of pocket expenses which you incur as a direct result of your reliance on the ticket provided always that you provide reasonable, supporting evidence of such expenses. If you make any purchases after you receive notice of an incorrect fare, these purchases will be deemed not to have been made in reliance upon the ticket and we will not reimburse you for such expenses.

For fares on travel to and from the US, all such cancellations and refunds will be made in strict compliance with the May 8 2015 US Department of Transportation Policy on mistaken fares.

**Fuel Supplements:** these arise as a result of changes in fuel costs between the time Thomas Cook Airlines prices its flights and the time of booking or travel. These changes are beyond the control of Thomas Cook Airlines and the airlines reserve the right to alter prices and introduce fuel supplements where changes in fuel costs occur. The amount of supplement will vary depending on the length of the flight. Any applicable fuel supplement will be shown separately in the price breakdown.

4. **Making a Booking**

The person who makes the booking must be at least 18 and is responsible for payment of the total cost of the booking, including any insurance premiums, and any cancellation or amendment charges that may be payable. The first named passenger is the 'lead passenger’. He or she also agrees to provide accurate and full information to the remainder of the party in relation to the booking, and by confirming the booking, confirms that all the other members of the party, including any that are added or substituted at a later date, agree to be bound by these terms and conditions and all other information on our website. When you book your flight and any other service you will have to pay the full cost of the flight and any other services you book at the same time.

**Travel Agent Bookings:** Any travel agent using this website or booking platform will not be an agent for Thomas Cook Airlines Ltd or Thomas Cook Tour Operations Ltd. No commission or other payment will be due from Thomas Cook Airlines Ltd or Thomas Cook Tour Operations Ltd to any travel agent making a booking on this site / booking platform, and no agency agreement shall apply to such bookings. It is the travel agent’s own responsibility to ensure that they comply with any legal or regulatory requirements, including the need to hold their own ATOL, issue a Flight Only, Flight-Plus or Package ATOL Certificate and pay APC to the Air Travel Trust.
5. Thomas Cook Group Booking Terms and Conditions

The below terms and conditions apply only for 10 or more customers that are booked together as one group.

Payment Terms:

A payment of either the full amount, or a deposit must be made at the time of booking. Deposits can be accepted only for bookings made more than 12 weeks prior to departure. If you choose to pay a deposit only, the minimum requirement at the time of booking will be the full balance for 20% of the passengers within the group. Full payment for any outstanding balances will be taken automatically 12 weeks before departure, using the same payment details that were used to pay the deposit.

Please note, only one payment method is available per booking. For example, only one credit card or the same direct debit needs to be used for all transactions. As such, you may need to make provision to increase your limit temporarily to ensure the outstanding balance payment is processed successfully.

Cancellations:

Cancellations made within 12 weeks of travel will be completely non-refundable. For bookings cancelled prior to 12 weeks before travel, the customer will lose the deposit payment. In the event that full payment has already been taken before 12 weeks prior to travel, you will be refunded the full amount, minus the minimum deposit payment (which is the full balance for 20% of the passengers within the group).

Seats & Extras:

We will allocate seat numbers for the group. For Thomas Cook Airlines flights only, if the group would prefer to select their own seat numbers, the service Choose Your Seat must be purchased. Sports equipment will be charged in full when added to the booking and this is non-refundable.

Names and Changes:

You must supply Thomas Cook Airlines with the names of all passengers at least 28 days prior to the date of travel. Free name changes are permitted outside of this time. Within 28 days this will be treated as a name change, which is subject to an administration charge of up to £70 per person per flight. You may not change names at all within 25 hours of scheduled departure and should you wish to do so this will be treated as a full cancellation.

6. Confirmation of bookings

When you book with Thomas Cook Airlines, either via this website or by phone, we will send a confirmation email itinerary to the e-mail address you have provided when making the booking. A binding contract will come into effect when your confirmation itinerary is e-mailed by us.

Please check your confirmation itinerary together with all other information and documents we send you as soon as you receive them. Contact us immediately if any information stated on your
confirmation itinerary or elsewhere appears to be incorrect or incomplete as it may not be possible
to make changes later. We regret that we cannot accept any responsibility if we are not notified of
any inaccuracies in any document within 7 days of issue. We will do our best to rectify any
inaccuracies notified outside these time limits. However, you will be responsible for any costs and
expenses involved in doing so except where we made the mistake and there is good reason why you
did not contact us within the time limit.

7. After a booking is confirmed

If you have booked directly with us, we may communicate with you by e-mail, by post or by
telephone, SMS. If you booked through another travel agent, all communication will be sent to that
travel agent. By making your booking via the internet or otherwise providing us with an e-mail
address, you authorise us to contact you in relation to your booking or enquiry using the e-mail
address you have used to contact us or which you have otherwise provided. You must accordingly
check your e-mails on a regular basis. Not all communications can go by e-mail. We may also contact
you by post or by telephone if, for example and for whatever reason, we have difficulty contacting
you by e-mail or we urgently need a response from you.

If, after making your booking, your card payment is declined for any reason, we will cancel your
booking as soon as we become aware.

8. Credit Card Fraud Contingency

Please make sure that you have supplied us with the correct credit card billing information. If you do
not supply the correct credit or debit card billing address and/or cardholder information, the issue of
your tickets may be delayed and the overall cost may increase. We do reserve the right to cancel
tickets after issue if payment is declined or if you have supplied incorrect credit card information.

In addition, we also reserve the right to do random checks (including the electoral roll) in order to
minimise credit card fraud. As a result of this, before issuing tickets we may require you to provide
us with a fax or postal copy of proof of address, as well as a copy of your credit card and a recent
statement.

9. Reconfirming flight times

We will inform you of any significant changes to your flight as soon as we become aware of them
(see section below: 'Changes made by Thomas Cook Airlines prior to travel'). If flight times change
significantly, we will send a revised confirmation itinerary to the email address or postal address that
you gave at the time of booking. If you booked through another travel agent, all communication will
be sent to that travel agent. However it is your responsibility to reconfirm all flight details at least 48
hours prior to departure by viewing your booking itinerary online using our 'Manage Booking' facility
on this website.

10. Specific travel needs or requirements

If you have reduced mobility, or a disability, or require any other assistance either at the airport or
on the flight, please let us know. To take full advantage of the services we and the airlines offer, you
need to inform us (or your airline) no less than 48 hours prior to your departure. If you advise us
within 48 hours we and the airport/airline will endeavour to provide assistance where possible. Please refer to our Special Assistance page for more information about the services we offer. When you book online, you can choose a seat appropriate for your needs but if you would like to talk to someone please contact our Special Assistance team on 0800 1073409.

11. Travel insurance

It is advisable to take out insurance suitable for your needs before you travel. Neither we nor Thomas Cook Airlines can be held responsible for any costs you incur as a result of failing to do so. For your own peace of mind the insurance should cover you if you have to cancel your flight or other travel arrangements and for any emergencies which arise while you are away. Please read your policy details carefully when you receive them and take them with you when you travel.

12. Documentation for travel

Passports and Visas: You cannot travel if you do not have all required travel documents, such as passport and visa. Remember to check if you need a visa for the country you are flying to. The passport, visa and health requirements applicable to British citizens holding a British passport departing from and returning to the UK are our ‘Help & FAQ’s’ section of our website. Any information we provide is for guidance only. If you need to apply for a passport or renew an expired passport, you should do so well in advance of travel and at least four weeks before. (If you are 16 or over and have never had a passport in your own name, you should apply for one at least six weeks before your holiday. The UK passport service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to protect your identity). Visit www.gov.uk/browse/abroad/passports. Requirements may change and you should check the up to date position in good time before departure. Some countries have an immigration requirement for a passport to remain valid for a minimum period after the date of entry to that country (typically 6 months). If your passport is in its final year of validity, you are advised to check the requirements of the destination before you make your final travel plans.

Passengers without the correct documentation may be refused carriage by the airline or entry into any country. Where entry is refused, fines or other financial penalty will be imposed on or by the airline and the passenger(s) concerned will be required to immediately return to their country of departure. Any passenger who travels without the required passport/visa/other documentation is solely responsible for and must immediately pay all fines, surcharges, other financial penalty, costs (including the cost of their immediate return flight) and any other sums of any description which are incurred or imposed by the airline or incurred by ourselves. This will be the case regardless of whether the lack of correct documentation is spotted at the departure airport. We cannot accept any liability in this situation and no compensation, expenses, refund or other sum will be paid to you.

Flight Tickets: Your flight ticket will not be honoured and will lose its validity if the flights are not taken in the sequence provided in the ticket and we will not be held liable for refunds or compensation in this case.
13. Reduced fares for children/infants

Any child aged 2 years or over on the day of the return flight (or last flight sector) pays the full adult fare as they will be required to occupy a seat. A charge applies to infants under 2 years of age but infants cannot occupy their own seat. If a seat is required, the full adult fare is applicable. Details of applicable infant charges will be shown as you go through the booking process.

14. In-flight meals & Luggage allowance

In-flight meals and luggage allowance are included on selected routes only. Where these services are not include as standard, you will have the option to pay for in-flight meals or luggage when making a booking. You can also choose to add these later. Charges vary, please check the information shown on our website when you book for details and prices. Please also refer to the Charges and Fees page on our website for more information.

15. Flight delays

Airline policy in the event of a delay is in accordance with EC Regulation 261/2004. This is set out in the notice which the Airline will provide to passengers affected by a delay and is also available on request.

16. Airport Check-In

The time shown on the itinerary/receipt is the departure time of the aircraft. Flight departure time is not the same as the time you must check-in or the time you must be at the boarding gate. The airline may refuse to carry you if you are late. Standard opening of check-in desks vary depending on where you are travelling from and to. Please see the below table for more information:

<table>
<thead>
<tr>
<th>All times are prior to the scheduled time of departure</th>
</tr>
</thead>
<tbody>
<tr>
<td>UK Departures</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Short/Medium Haul</td>
</tr>
<tr>
<td>Long Haul (7+hours)</td>
</tr>
</tbody>
</table>

All check-in desks close strictly 1 hour before the scheduled departure. Failure to check-in in good time will result in you being denied boarding to the flight.

17. Changes made by Thomas Cook Airlines prior to travel

The flight times shown may change between the date of booking and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

Before we accept your booking, we will notify you of the scheduled flight time in effect at that time, and it will be shown on your confirmation email. It is possible we may need to change the scheduled
flight time. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you make your booking, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund.

If there is a flight change on your booking, a significant change is: a change of time over 12 hours or more, a change of destination, or a change of the UK departure airport. Any other change is not a significant change. Any change which is not deemed to be significant will be classed as a minor change.

Occasionally your airline has to make changes on the day of departure that can result in withdrawal or changes to pre-booked flight services.

**Change of Airline or Aircraft:** The flights offered on this website are operated by a range of charter or scheduled airlines, using a wide or narrow body jet aircraft. It may not be possible at the time of booking to specify the airline or aircraft type. Thomas Cook Airlines is required to inform you of the identity of the airline operating your flight. Any changes to the operating airline will be notified to you as soon as possible and, at the latest, at check in or at the boarding gate. Your airline reserves the right to change airlines or aircraft types at any time and changes of this type will not constitute a significant change.

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection.

If the airline with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which Thomas Cook Airlines is unable to offer you a suitable alternative, the provisions of "What if you make a change to or cancel my flight before I travel?" above will apply.

18. Changes made by you to your flight booking

This section must be read together with, and is subject to, the refunds section of the relevant airline’s conditions of carriage. Charges will apply if you need to make any changes to your flight or to any additional services, facilities or other items booked. In addition an administration fee per customer, per sector, per change will apply (See table below). If the changed arrangements are more expensive than those originally booked, you must also pay the price difference. If the change reduces the total cost of the original booking you will not be entitled to any refund of the difference. If you cancel any 'optional extras' for which there is a charge, you will not receive a refund. Where a change to an optional extra can be made, we will charge an administration fee from £30/€36 for each change.

If you cancel any holiday insurance booked through us, your premium will not be refunded, as cover under the policy will already have been provided.

All changes are subject to availability and cannot be made later than 25 hours before your first departing flight for flights up to 7 hours in duration and 80 hours for flights with a flight duration of
over 7 hours. However please be advised once a booking has checked in online no changes can be made. Please note for changes made by you to a booking of a service/extra (such as 'Choose Your Seat'), we will charge either the full cost of the service or an administration fee from £30/€36 for each changed or cancelled service.

Bookings that are originally made by telephone through the Thomas Cook sales centre can only be amended or cancelled through the sales center

*Charges for changes made by you to a flight booking prior to travel*

**SHORT HAUL AND MEDIUM HAUL FLIGHTS**
*Flights up to 7 hours in duration*

<table>
<thead>
<tr>
<th>All flight changes</th>
<th>£35 per sector, per customer (£55 if change made offline via call centre) and any increase in cost</th>
<th>100% cancellation</th>
<th>100% cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name changes</td>
<td>£35/€40 per sector, per customer (£55 if change made offline via call centre) and any increase in cost</td>
<td>100% cancellation</td>
<td>100% cancellation</td>
</tr>
</tbody>
</table>

**LONG HAUL FLIGHTS**
*Flights over 7 hours in duration*

<table>
<thead>
<tr>
<th>All flight changes</th>
<th>£50 per sector, per customer (£70 if change made offline via call centre) and any increase in cost</th>
<th>100% cancellation</th>
<th>100% cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name changes</td>
<td>£50/€40 per sector, per customer (£70 if change made offline via call centre) and any increase in cost</td>
<td>100% cancellation</td>
<td>100% cancellation</td>
</tr>
</tbody>
</table>
Note 1: If there has been an increase between the original fare paid and the current fare available at the time the change is made, you will be required to pay this. No refund will be given if the current fare is lower. 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: On return flights, the names of passengers travelling on each sector must match. It is not possible to have different customer names on each sector. Please be advised if a name change is made online within 48 hours of booking being made this will be free of charge.

19. Cancelling a flight booking

Thomas Cook Airlines fares (and flight extras) are 100% non-refundable. This applies to all cancellations including but not limited to cancellations arising from a change in personal circumstances, such as the inability to travel on medical grounds. If you need to cancel your flight booking you will be charged 100% of the booking cost.

You may request from us a refund of UK government air passenger duty (APD) for any flight you choose to cancel. Such a request must be received within 28 days of the cancellation being made by us and you must also pay £25/€29.00 administration fee per booking. This charge does not include the creation of an insurance letter.

20. Conditions of Airlines

The flights advertised on this website are provided by various airlines who each have their own Conditions of Carriage which you will be bound by. Thomas Cook Airlines Ltd Conditions of Carriage can be found in section B of these conditions. Copies of the other airlines conditions of carriage are available on request by contacting us, or alternatively by contacting the relevant airline.

In the event of any conflict or difference between the other airline's conditions and these terms and conditions, these terms and conditions will apply in respect of the conflict or difference. This means Thomas Cook Tour Operations Ltd are entitled to rely on any provision(s) in the other airline's conditions as if they were written down as part of these conditions unless these conditions say something different on the same point. In this case what it says in these Thomas Cook Tour Operations Ltd conditions will apply.

Airlines' liabilities to their passengers are limited in accordance with international conventions. See further below under 'Airline Liability'.

21. Situations outside Thomas Cook Airline’s control

Except where expressly stated differently elsewhere in these conditions, Thomas Cook Airlines cannot pay any compensation, damages, expenses, costs, losses or any other amount of any description or otherwise accept responsibility if your airline has to change or cancel your flight or your flight cannot be provided as or when agreed, or your flight arrangements prove deficient or you suffer any loss or damage of any description (including death or personal injury) as a result of circumstances or an event beyond the control of Thomas Cook Airlines, which Thomas Cook Airlines could not foresee or avoid even after taking all reasonable care. Such circumstances will usually include war, terrorist activity, civil unrest, industrial dispute, fire, natural or nuclear disaster, bad
weather and all similar circumstances and in all such cases whether, actual or threatened. References in these conditions to 'exceptional circumstances' mean such circumstances.

22. Your Responsibility

We want all our customers to have an enjoyable flight. However you must remember that you are responsible for your actions and the effect they may have on others.

Airlines have a wide right to refuse carriage of passengers and/or their luggage, which includes removing passengers and/or their luggage at any stage after boarding/loading including at any intermediate stop (whether scheduled or not) or airport at which the aircraft lands or to which the aircraft is diverted. For details of the circumstances in which carriage may be refused when travelling on Thomas Cook Airlines flights please see the 'Thomas Cook Airlines Ltd Conditions of Carriage' as referred to above. Copies of these conditions of carriage are available on request by contacting us, or alternatively by contacting the relevant airline.

In the event that you and/or your luggage is refused carriage by the airline, we will not pay you or anyone travelling with you any damages, compensation, refund(s) or any other sum(s) of any description whatsoever or meet any expenses or costs incurred as a result. We will not have any further responsibility for you. If you are refused carriage on your outward flight, the airline is entitled to refuse carriage on your return flight or any other sector(s).

All airline regulations only permit the consumption of alcohol that is purchased from the on-board bar service.

23. Complaints

If you have a complaint regarding any issue after you have travelled please submit your complaint via our online web-form at www.thomascook.com/customer-relations. Alternatively call us on 01733 224 814, or you can write to: Customer Relations Department, Thomas Cook, Coningsby Road, Peterborough, PE3 8SB.

Receipt of your complaint will be acknowledged at the earliest opportunity and a response will usually be provided within 28 days. Where it is necessary to contact a third party supplier to investigate your complaint, further time may be required to provide you with a full response.

If you are not satisfied with your flight arrangements please complain as soon as possible to the most appropriate person available at the airline/airport. If you are still not satisfied, please ask for a complaint report form from the airline/airport’s representative before you leave the airport. You should complete this straightaway, return it to the airline/airport’s representative and ensure you obtain a copy, again before you leave the airport. When you get back home, send a copy of the report form to the Customer Relations Department (address as above) together with a covering letter, giving full details of your complaint and including your booking reference. This should be done within 28 days of returning home.

We should point out that failure to follow the above procedures (which includes failure to complain, as set out above, within 28 days of your return home) may reduce or extinguish any rights you have to claim compensation from us. Any such rights will be reduced or extinguished if, had you done so,
you or us could have taken steps to reduce the loss or damage suffered or entirely prevented it from being suffered. It is difficult and sometimes impossible to properly investigate a complaint if the complaints procedure is not followed. Your right to compensation may be reduced or extinguished should any delay in your complaint being notified prevent us from carrying out a proper investigation.

**Arbitration Scheme:**

In relation to bookings made with Thomas Cook Tour Operations Ltd, we are a Member of ABTA, membership number V6896. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct. We can also offer you ABTA’s scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can’t resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA’s simple procedure. Further information on the Code and ABTA’s assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). Please note, the ABTA Arbitration Scheme does not apply flights operated by Thomas Cook Airlines.

24. **Thomas Cook Worldwide Vouchers & Travel Pounds**

Thomas Cook Airlines is able to accept Worldwide Travel Vouchers as payment. This can be for the full booking amount or as a part payment. Please follow the below instructions on how you can redeem your vouchers against your new booking.

1. Complete your booking on ThomasCookAirlines.com by making the full payment at time of booking using a card payment of your choice. (Credit card fees are charged at 2% of the transaction cost.)
2. Please send your vouchers to: Thomas Cook Sales Accounting, Unit 22, Coningsby Road, Peterborough, PE3 8SB by Special Delivery.
3. A representative from the Sales Accounting Department will make telephone contact using the contact number provided with the vouchers, to acquire the full card details to be able to complete the voucher refund. The card holder must be present to authorise the refund on to the original card used to make the booking.
4. Please allow 28 days for the vouchers to be redeemed against your booking.
5. You can redeem your Worldwide Travel Vouchers against additional extras being added to your booking on ThomasCookAirlines.com. Payment has to be made in full for your extras.
6. If your voucher amount is less than your flight booking or extras value, the remaining balance on the voucher will become void. No change is given.

Worldwide Travel Vouchers cannot be exchanged for cash, traveller’s cheques or foreign currency in any format. Vouchers may be declined if not purchased from an authorised supplier.

*Thomas Cook Travel Pounds:* Please be advised we do not currently accept Thomas Cook Travel Pounds or Family Fund Vouchers as a form of payment on bookings made with ThomasCookAirlines.com online or through the call centre.
25. Law and jurisdiction

Flight bookings: English Law (and no other) will apply to your contract with either Thomas Cook Airlines Ltd or Thomas Cook Tour Operations Ltd and to any dispute, claim or other matter of any description which arises between you and either Thomas Cook Airlines Ltd or Thomas Cook Tour Operations Ltd (except as set out below). Any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between you and Thomas Cook Tour Operations Ltd must be dealt with either under the applicable Arbitration Scheme (if the Scheme is available for the claim in question - see above) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In either of those cases, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises out of your contract governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose at the outset of any proceedings, English law will apply).

26. Thomas Cook Tour Operations Ltd Liability to You for all bookings with an airline that is not Thomas Cook Airlines.

The obligations of Thomas Cook Tour Operations Ltd under its contract with you (other than those which are expressly set out in these conditions) are to reserve a seat for you with your confirmed airline (or such other airline as may be substituted) and provide you with a ticket for travel or other equivalent means of accessing your booked flight where no paper ticket is issued. We have no responsibility or liability for the provision of the actual flight or for the acts or omissions of the airline or any of its employees, agents, suppliers or subcontractors. The airline's conditions of carriage will apply to your contract (in addition to these terms and conditions). Thomas Cook Tour Operations Ltd is not an airline or air carrier and does not enter into a contract for carriage with you.

The maximum liability of Thomas Cook Tour Operations Ltd if found to be at fault in connection with its contractual obligations to you is limited to twice the cost of the flight(s) in question.

However, in the event that we are found liable by any court of law in relation to the flight itself or for the airline's acts or omissions in any respect or on any basis whatsoever, the maximum amount we will have to pay you will be limited to the maximum amount the airline would have to pay you in accordance with applicable International Convention(s) or Regulation(s) (for example, the Warsaw Convention 1929 as amended or un-amended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability in the event of accidents for national and international travel by air). In such circumstances we are also entitled to rely on all defences from, exceptions to, and other provisions relating to, liability as are available to the airline in accordance with such applicable International Convention(s) or Regulation(s). Please note, the airline is also entitled to limit its liability to you in accordance with such applicable International Convention(s) or Regulation(s).

When making any compensatory payment to you, we are entitled to deduct any money which you have received or are due to receive from the airline for the complaint or claim in question.
Where a flight ticket is downgraded or a flight is cancelled or delayed, or boarding is denied by any airline 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 airline. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions and which fall within the scope of the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation against 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.

27. **Airline Liability**

SPECIAL NOTE: All European Community air carriers are required by European Community legislation to provide the following notice in its prescribed form to their passengers. This notice is intended to summarise the principle liability provisions of the Montreal Convention 1999 and EC Regulation No. 889/2002 on air carrier liability in the event of accidents. However, it is not entirely accurate or complete. EC Regulation No 889/2002 specifically provides that this notice or summary cannot be used as a basis for a claim for compensation nor to interpret the provisions of Regulation 889/2002 or the Montreal Convention. A ‘Community Air Carrier’ is an air carrier with a valid operating licence granted by an EU member state in accordance with the provisions of EC Regulation 2407/92. Thomas Cook Airlines is a Community Air Carrier.

**Air carrier liability for passengers and their baggage**

This information notice summarises the liability rules applied by Community Air Carriers as required by Community legislation and the Montreal Convention.

**Compensation in the case of death or injury**

There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

**Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

**Passenger delays**

In case of passenger delays, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4694 SDRs.

**Baggage delays**
In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 1,131 SDRs).

**Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

**Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check in and by paying a supplementary fee.

**Complaints on baggage**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger’s disposal. See our online help for more information on hand and hold luggage restrictions. Visit: https://www.thomascookairlines.com/en/help-contact/frequently-asked-questions.jsp

**Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

**Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

**Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of Member States.
SECTION B: CONDITIONS OF CARRIAGE FOR THOMAS COOK AIRLINES LIMITED

Definitions

As you read these Conditions of Carriage, please note that:

"We", "our", "ourselves" and "us" means Thomas Cook Airlines Limited.

"You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket (See also definition for "Passenger").

"Agreed Stopping Place" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

"Airline Designator Code" means the two characters, or three letters, which identify particular air carriers.

"Authorised Agent" means a passenger sales agent who has been appointed by us or by another carrier, or by any person or entity with whom or which we have entered into a charter agreement, to represent us or it in the sale of air transportation on our services.

"Baggage" means your articles, effects and other personal property necessary or appropriate for wear, use, comfort or convenience in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

"Baggage Check" means those portions of the ticket which relate to the carriage of your Checked Baggage.

"Baggage Identification Tag" means a document issued solely for identification of Checked Baggage.

"Charter Agreement" means the agreement entered into between us and an Authorised Agent to represent us or it in the sale of air transportation on our services.

"Checked Baggage" means Baggage of which we take custody and for which we have issued a Baggage Check.

"Conditions of Contract" means those statements and notices contained in, or delivered with, your Ticket, identified as such and which incorporate these Conditions of Carriage by reference.

"Convention" means whichever of the following instruments is or are applicable:

"Damage" includes death, wounding and bodily injury of a Passenger, or, as the context requires, loss, partial loss, theft of and other damage to Baggage arising out of or in connection with carriage or other services incidental thereto performed by us.

"Days" means calendar days, including all seven days of the week, provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted.

"Electronic Ticket" means an itinerary and receipt, and any boarding document we have issued to you.

"Package Travel Regulations" means the Package Travel, Package Holidays and Package Tours Regulations 1992

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").

“Sector” means each individual leg of your journey involving take-off and landing.

"SDR" means a Special Drawing Right as defined by the International Monetary Fund.

"Stopover" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"Tariff" means published fares, charges and / or related Conditions of Carriage which have been filed, where required, with the appropriate authorities.

"Ticket Issuer" means any person or other entity with whom or which we have entered into a charter agreement, or its Authorised Agent, as the case may be, who issued the Ticket.

"Unchecked Baggage" means any of your Baggage other than Checked Baggage.

1. SCOPE

1.1 General

This website is operated by Thomas Cook Airlines Limited. When you make a booking via this website, your payment will be processed by Thomas Cook Airlines Limited, but your contract will be with either Thomas Cook Airlines Limited or Thomas Cook Tour Operations Limited. Further details are set out in our Booking Conditions.

If your booking includes flights operated by Thomas Cook Airlines only, your contract will be with Thomas Cook Airlines Limited.

You may use our website to book flights with any of our Group Airlines (Condor Flugdienst GmbH, Thomas Cook Airlines Scandinavia A/S and Thomas Cook Airlines Belgium NV). If your booking includes flight(s) with an airline that is not Thomas Cook Airlines, your contract will be with Thomas Cook Tour Operations Limited. Where you book with one of our Group Airlines, your carriage will be subject to the conditions of carriage of the relevant Group Airline with whom you have booked.
You may also book flights via our website with other carriers who are not part of the Thomas Cook Group. In such circumstances the conditions of carriage of that carrier will apply. Details of third party conditions of carriage are available upon request.

If your flights are with Thomas Cook Airlines, the following Thomas Cook Airlines Conditions of Carriage will apply to your contract. You should also refer to our Booking Conditions and Privacy Policy.

1.2 Our Airline Designator Code

These Conditions of Carriage apply only to flights for which our name or Airline Designator Code is indicated in the carrier box of the Ticket. Our Airline Designator Code is MT.

1.3 Other Carrier's Conditions

If we have arranged for another carrier to perform any carriage on our behalf, and if there is any difference between our Conditions of Carriage and those of the other carrier, the conditions of carriage of the third party carrier will prevail to the extent necessary or desirable for operational purposes provided.

1.4 Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with Tariffs or laws applicable to the carriage being provided to you, in which event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any such applicable law, the other provisions shall nevertheless remain valid.

1.5 Charter Agreement / Tour Operator Conditions

If you are travelling on a package holiday, your carriage may also be subject to the rules, regulations and conditions of your tour operator. In the event of inconsistency between any such rules, regulations and Tour Operator conditions, our Conditions of Carriage shall prevail.

1.6 Travel Agent Bookings.

If the person who makes the booking is a travel agent, the 'lead passenger' will be the first customer named as travelling on the booking.

If a travel agent books your flight for you, please note that no commission or other payment will be due from us to any travel agent making a booking on your behalf.

It is the travel agent's own responsibility to ensure that they comply with any legal or regulatory requirements, including the need to hold their own ATOL, issue a Flight Only, Flight-Plus or Package ATOL Certificate and pay APC to the Air Travel Trust.
2. PAYMENT AND FARE

2.1 Basis of our fares

Our prices and fares are based on the carriage from airport at the point of origin to the airport at the point of destinations on the dates and times specified on your Ticket. Our fares do not include ground transport services between airports and integrated transport terminals. The price and fare that we charge to you is calculated in accordance with our Tariff in effect at the date and time that you pay for your ticket. You should be aware that if you change your itinerary or dates of travel, this may affect the fare to be paid.

2.2 Pricing Mistakes

The prices that you see initially on this website or on any Thomas Cook Airlines e-mail marketing communication are not live. Although prices and availability are updated very regularly, flights and other services advertised are subject to availability and prices can change at any time. When you make a search on this website for a specific flight or other service by entering your requirements, the website will then check the live availability and price. You should therefore allow for changes to occur before your final price is confirmed. Credit card charges may apply.

We do all we can to ensure that all of our published fares are correct. However, on some rare occasions do we make mistakes, which can cause the wrong fares to be displayed to the public. Where, in error, we have published a mistaken fare, we reserve the right to either ask you to pay the difference between the advertised price and the actual price or to cancel the tickets purchased at the mistaken fare and provide a full refund of the purchase price you have paid.

Where a mistake in a fare was not reasonably obvious at the time of booking and a refund is requested, we will refund any reasonable, non-refundable out of pocket expenses which you incur as a direct result of your reliance on the ticket provided always that you provide reasonable, supporting evidence of such expenses. If you make any purchases after you receive notice of an incorrect fare, these purchases will be deemed not to have been made in reliance upon the ticket and we will not reimburse you for such expenses.

For fares on travel to and from the US, all such cancellations and refunds will be made in strict compliance with the May 8 2015 US Department of Transportation Policy on mistaken fares.

2.3 Reduced Fares for Children/Infants

Any child aged 2 years or over on the day of a flight will be charged the full adult fare as they will be required to occupy a seat. Charges apply to infants under 2 years of age but such infants cannot occupy their own seat and must sit on an adult’s lap. Details of applicable infant charges will be shown as you go through the booking process.

2.4 Booking & Payment

2.4.1 You must be at least 18 years old to make a booking with us.
2.4.2 The person making the booking must be at least 18 and is responsible for payment of the total cost of the booking, including any insurance premiums, and any cancellation or amendment charges that may be payable.

2.4.3 The first named passenger is the 'lead passenger'. He or she agrees to provide accurate and full information to the remainder of the party in relation to the booking, and by confirming the booking, confirms that all the other members of the party, including any that are added or substituted at a later date, agree to be bound by these terms and conditions and all other information on our website.

2.4.4 When you book your flight and any other service you will have to pay the full cost of the flight and any other services you book at the same time (including inflight meals (where these are not already included in the price of your ticket), extra legroom, extra baggage and seat reservations).

2.4.5 If, after making your booking, your card payment is declined for any reason, your booking will be cancelled as soon as we become aware.

2.4.6 Your flight confirmation will be emailed to you shortly after booking online. Whilst you are no longer required to present a printed copy of your confirmation to check in for your flight, we require you to present your passport and any relevant travel documents at check-in. Failure to do so may result in denied travel. It is particularly important that you comply with document requirements when checking-in overseas. Further details on document requirements are set out at Article 20 You should ensure that you check your travel details and the itinerary. You should also check your email for any changes we may make to your flight in accordance with Article 5

2.4.7 Flight times will not be confirmed until 12 weeks prior to departure. Up to date flight schedules are available on our website.

2.5 Taxes & Charges

When you purchase your Ticket, you will be advised of taxes, fees and charges – these should be shown separately on the Ticket. Applicable taxes or charges imposed by government or other authority, or by the operator of an airport, and in effect on the date of travel, shall be payable by you.

Taxes, Fees and Charges imposed by governments and airports do change from time to time and can be imposed after the date upon which your ticket is used. In the event of such a change which:

a) results in an increase, you will be obliged to pay such increase; or

b) results in a decrease or abolishment, you will be entitled to claim a refund.

2.6 Fuel Supplements

Fuel Supplements arise as a result of changes in fuel costs between the time we price our flights and the time of booking or travel. These changes are beyond the control of Thomas Cook Airlines. We reserve the right to alter prices and introduce fuel supplements where changes in fuel costs occur. The amount of supplement will vary depending on the length of the flight. Any applicable fuel supplement will be shown separately in the price breakdown.
2.7 Currency

Fare, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless otherwise indicated. At our discretion, we may accept payment in another currency.

3. RESERVATIONS AND FLIGHT SERVICES

3.1 General

Occasionally we have to make changes on the day of departure that can result in withdrawal or changes to pre-booked flight services. This may be necessary for operational, safety or security reasons.

3.2 Aircraft

3.2.1 We will try to ensure that you are carried on the aircraft type and model specified in your reservation or notified to you at the time of issue of your ticket. However, you should note that we cannot guarantee any particular aircraft type and model and reserve the right to substitute a different aircraft type and model. Additionally, we cannot guarantee that a substitute aircraft will have the same seating plan or operate the same Pre-Booked Flight Services as the aircraft specified in your reservation. Please refer to clause 3.3 below for further information on our flight services.

3.2.2 Occasionally, it may be necessary for us to supplement our fleet with aircraft operated for our benefit by another airline. In such circumstances, we will try to make sure that you receive the same level of in-flight service, entertainment and baggage allowance operated on our own fleet, but we cannot guarantee that this is always possible. Please refer to clause 3.3 below for further information on our flight services.

3.3 Flight Services

The pre-bookable flight services shown on this site are subject to the following terms and conditions.

3.3.1 Booking of Services

Some of these services can be booked and paid for through your tour operator or travel agent, or can be booked and paid for directly with us. All services are subject to availability. If any of the details on your purchase confirmation are incorrect or have changed since you made your booking with us, including a name change or a date change, you must contact us immediately to correct the errors.

Confirmation of your purchase should be carried with you on your flight as you may be asked to present it at check-in or to the cabin crew. Please note that airline tickets and/or tour operators' invoices will not show any pre-booked seat numbers, meals, extra luggage allowances, etc, if these are booked directly with Thomas Cook Airlines, on the website or over the phone.

3.3.2 The Services

Where we refer to Pre-Bookable Flight Services in these conditions, the services include the following. Please note important information about each service type:
**Extra Leg Room Seats** - customers occupying these seats must be at least 16 years old and warrant that they are physically fit and fully mobile, not suffer from any neck, back or leg problems or require use of a mobility aid, must not be pregnant or require an extension seatbelt or . They must be willing and able to assist the cabin crew in the event of an emergency and comply with these Conditions of Carriage and any requirements of the Civil Aviation Authority. The final decision regarding the suitability of the customer to occupy the seat with additional legroom rests with the check-in staff and the operating crew on the day of the flight, and maybe withdrawn at any time if the individual does not appear, in their opinion, to fulfill the above criteria.

**Choose Your Seat** - this service allows you to request your seat numbers. Depending on whether you book your flight through us or another tour operator or travel agent will determine how far in advance you can select a seat number. In all cases there are restrictions on how far in advance of departure you can select your seat number as access to the seat selection service will close in advance of the departure date. For specific information on cut off times for making your selection, please visit the 'Help' section of this thomascookairlines.com website regularly for details or check with your tour operator. Occasionally seat numbers cannot be provided as selected by you - please see the sections numbered 3.3.3 and 3.3.44 below for more details.

**Internet Check-In** This allows you to check-in online and print your boarding card to enable you to head straight for the bag drop off desk at the departure airport. The service is only available on selected Thomas Cook Airlines flights from the UK and certain overseas airports. Internet check-in is only available to use during a specified time period before your departure date. Please check the 'Help' section of the thomascookairlines.com website for more information. Once you have checked-in, it is not possible to make changes to your seat selections or other services you may have booked. If an amendment is made to your flight booking after you have checked-in online, you will be required to repeat the on-line check-in process.

**Dietary Requirements** - the Airline will try to provide for customers' dietary requirements, but cannot guarantee delivery of these services. They will endeavour to provide an alternative meal option wherever possible.

**Carriage of Sporting Equipment** - can be pre-booked and paid for carriage in the aircraft hold, subject to availability. For weight restrictions of other sports items, please check our website.

**Bikes** - All bikes must be presented for check-in with the front wheel removed, the handlebars turned in line with the frame, the pedals either removed or turned inwards. Bikes should be packed in a cardboard box or have some protection against being damaged or damaging other baggage. We recommend that passengers have insurance cover for the replacement value of all sports equipment.

**Canoes** - All canoes must be packed securely to provide protection from being damaged. We recommend that passengers have insurance cover for the replacement value of all sports equipment.

**Scuba Equipment** - 10kg of scuba diving equipment can be carried, if this is exceeded excess baggage charges apply. Air cylinders must be emptied and valves set to open. The regulator may remain attached; however, it is recommended that this be removed before travelling. All diving equipment
must be packed securely to provide protection from being damaged. We recommend that passengers have insurance cover for the replacement value of all sports equipment.

**Surfboards** - All surfboards must be packed securely to provide protection from being damaged. We recommend that passengers have insurance cover for the replacement value of all sports equipment.

**Golf Clubs** - All golf clubs must be packed securely to provide protection from being damaged. A weight restriction of 15kg (approximately 1/2 set of clubs) applies for each set of Golf Clubs. We recommend that passengers have insurance cover for the replacement value of all sports equipment.

**Hand Gliders** - All hang gliders must be packed securely to provide protection from being damaged. Maximum length of 12ft (144 inches) or 3.65 metres. We recommend that passengers have insurance cover for the replacement value of all sports equipment.

**Kite Boards** - All kite boards must be packed securely to provide protection from being damaged. We recommend that passengers have insurance cover for the replacement value of all sports equipment.

**Wind Surf Boards** - All windsurfs must be packed in their standard carrying bag and the mast must be securely attached. The fin must be removed and boards of a honeycomb construction must have the drain plug(s) removed. We recommend that passengers have insurance cover for the replacement value of all sports equipment.

### 3.3.3 Changes Made By Thomas Cook Airlines To Pre-Booked Flight Services Before You Travel

The Thomas Cook Airlines flying programme is subject to change. Occasionally it is necessary to reschedule flights, change aircraft types or even cancel flights on which you have pre-booked flight services with us.

If we change your flight (including a change of aircraft type which may not be obvious to you from the booking information we provide, or a change of flight number, or if we change your booking in some other way which results in us giving you a new booking reference number), wherever possible, you will be re-seated in a comparable seat. If you do not like the seat allocated to you, you may use the Manage My Booking function to select an alternative free of charge.

If your flight is cancelled and you do not accept an alternative flight offered, or your flight is changed from Thomas Cook Airlines to another carrier, you will be entitled to a refund of any Pre-Bookable Flight Services that you have booked. If you paid for the Pre-Bookable Flight Services through your tour operator or travel agent, you should automatically receive a refund, subject to their terms and conditions. If you paid for the services directly with Thomas Cook Airlines, you should contact us and request a refund which we will aim to process for you within 28 days. (See the 'Contact Us' section for more information).

### 3.3.4 Changes Made By Thomas Cook Airlines To Pre-Booked Flight Services On The Day Of Travel

Occasionally we have to make changes on the day of departure that can result in withdrawal or changes to Pre-Booked Flight Services.
In the event you are advised at check-in or on-board the aircraft of a change or withdrawal of a Pre-Booked Flight Service, or part of a Pre-Booked Flight Service you have paid for, you will be entitled to a refund. This can be claimed by either speaking to your local representative if you are travelling with Thomas Cook Tour Operations, or applying online through our Customer Relations team on www.thomascook.com/customer-relations.

3.3.5 Luggage Allowance & Charges

If pre-paid extra luggage allowance has been purchased and this allowance is exceeded, the additional excess will be payable at the standard check-in rate. If pre-paid extra luggage has been purchased and not used, no refund will be given.

3.3.6 Priority Check-In

If your tour operator has included priority check-in at the airport as part of your holiday package, or you have paid extra for this service, you are invited to use our dedicated priority check-in desk at Gatwick or Manchester. Occasionally the dedicated desk may be changed or withdrawn at short notice due to operational reasons.

3.3.7 If You Change Your Flight

If you make a change to your flight arrangements, an administrative fee may be applicable to change any services you have booked to coincide with your flight. This will be notified to you when making the change with thomascookairlines.com.

If you do change your flight arrangements, please remember to follow the procedures listed below:-

(i) For any pre-booked services i.e. extra leg room seats, champagne, toys, etc., please contact thomascookairlines.com immediately, as your reservation will not be transferred to your new flight automatically. Please e-mail your old and new details to tchdpretraveladmin@thomascook.com

(ii) If you have paid for "Choose Your Seat", and your amendment does not involve a change to your tour operator's booking reference, please revisit the Thomas Cook Airlines website and check your seat selections as you may need to make your selection again.

(iii) If you have paid for "Choose Your Seat", and you have a different tour operators booking reference following an amendment, then please e-mail your old and new details to tchdpretraveladmin@thomascook.com. We will reserve, subject to availability, your seats on your new flight. If the same seat numbers are not available, we will reserve seats as close as possible to your previous selection.

3.3.8 If You Cancel Your Flight

If you elect to cancel your flight and therefore do not use the Pre-Booked Flight Services you have paid for, the following cancellation charges apply, depending upon how the service was booked:

If you booked a service through a tour operator or travel agent, their terms and conditions will apply which you should refer to.
If you booked a service directly with us a 100% cancellation charge applies regardless of the period of notification.

3.3.9 Contact Us

If you need to contact us about Pre-Bookable Flight Services, the following information will help you.

(i) Booking Services – To add any services to your booking, you can login to Manage my Booking at: https://www.thomascookairlines.com/tcibe/tcauk/en/mybooking/login where all services that are available to your booking, can be added online. If you need assistance please contact our Sales & Service Centre. Please check with your service provider for any additional charges. Please note, a telephone booking fee of £20.00 will apply if this service was available to book online.

(ii) Refunds Before You Travel - if you are eligible for a refund, subject to the terms and conditions detailed above, please e-mail us at tchdpretraveladmin@thomascook.com with your booking reference and the reason for your request for a refund and we will aim to respond in 28 days.

(iii) Refunds After Travel (Thomas Cook Tour Operations customers, including Manos, Airtours, and Club 18-30) - To apply for a refund, please request a Customer Recovery Card from the cabin crew and give this to your overseas representative. Alternatively, please contact our Customer Relations team at www.thomascook.com/customer-relations providing us with your boarding card, and a copy of your purchase confirmation showing your booked flight seats - failure to provide these documents may result in a delay to your refund being processed.

(iv) Refunds After Travel (all other passengers) - please contact the Customer Relations team at www.thomascook.com/customer-relations providing them with a copy of your boarding card, and a copy of your purchase confirmation showing your booked flight seats and they will assess your claim for a refund and aim to respond within 28 days. Alternatively, you can contact them at:

If you have a complaint regarding any issue after you have travelled please contact us on Tel: 01733 224 814 or submit a compliant online at: www.thomascook.com/customer-relations

4. TICKETS

4.1 Requirement for Valid Ticket

4.1.1 We will provide carriage only to the Passenger named in the Electronic Ticket, and you may be required to produce appropriate identification. The name on your Electronic Ticket and as set out in your passport must be identical. If you discover a discrepancy, you must correct this no later than 48 (forty-eight) hours before your scheduled time of departure by contacting Thomas Cook Airlines Sales and Service Centre on 01733 224330. Where it is necessary to make any changes to your booking an administration fee may be charged. The level of fees are set out at Article 5.

4.1.2 An Electronic Ticket is not transferable (except where stated in Article 5.3 and/or when your carriage is part of a package holiday and you are permitted under the Package Travel Regulations to transfer your package holiday booking.)
4.1.3 You shall not be entitled to be carried on a flight unless you hold a valid Electronic Ticket and you hold valid documentation, as further specified at Article 16 of these Conditions of Carriage.

4.2 Validity

4.2.1 Except as otherwise provided in the Electronic Ticket, in these Conditions or in applicable Tariffs, an Electronic Ticket is good for carriage only from the airport of departure to the airport of destination for the flight and date shown on the Electronic Ticket.

4.2.2 If you fail to board the aircraft prior to departure for any flight for which the Electronic Ticket has been issued for any reason beyond our control, your ticket will be invalid and we shall be under no liability to you.

4.3 Electronic Ticket Sequence and Use

4.3.1 The Electronic Ticket that you have purchased is valid only for the transportation shown on the Electronic Ticket, from the place of departure to the final destination on the dates and time specified. Additionally, the fare that you have paid is based on our Tariff and is for the transport, dates and times shown on your Electronic Ticket. It forms an essential part of our contract with you.

4.3.2 The Electronic Ticket will not be honoured and will lose its validity if the Electronic Ticket is not used in the sequence provided in the Electronic Ticket. For example, if you have booked a return flight from Manchester to Banjul, Gambia, and you fail to present yourself for the Manchester – Banjul leg of your journey, the return leg of your journey (Banjul – Manchester) will be deemed invalid.

4.3.3 If you wish to make any changes to your booking, you should refer to Article 5 of these Conditions of Carriage.

4.4 Name and Address of Carrier

Our name may be abbreviated to our Airline Designator Code, or otherwise, on the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "Carrier" box in the Electronic Ticket.

4.5 Authority of Purchase of Electronic Ticket

If your ticket has been paid for by another person or organisation on your behalf (including, but not limited to friends, family members or travel agents), we are entitled to assume that such person is authorised by you to deal with us on your behalf in relation to all matters concerning your Electronic Ticket (including cancellations and flight changes). If you wish to cancel or restrict this authority, you must contact us to notify us, by calling Thomas Cook Airlines Sales and Service Centre on 01733 224330.

4.5 Refunds

4.5.1 Voluntary Cancellations
Tickets and other optional services are 100% non-refundable. This applies to all voluntary cancellations including but not limited to cancellations arising from a change in personal circumstances, such as the inability to travel on medical grounds.

We shall not be obliged to give refunds in any circumstances if your Electronic Ticket has been issued to you by a Ticket Issuer. Any enquiries about refunds should be addressed to the Ticket Issuer.

4.5.2 Air Passenger Duty Refund

If after we have issued your Electronic Ticket, we cancel any part of your reservation or you choose to cancel your reservation, you may request a refund of UK government air passenger duty (APD) for an unused ticket or portion thereof. Your request must be received within 28 days of the cancellation being made by us and you must also pay £25/€29.00 administration fee per booking. This charge does not include the creation of an insurance letter, which is charged and supplied separately.

4.5.3 Involuntary Cancellations

4.5.3.1. If we cancel a flight, fail to stop at a point to which the passenger is destined or ticketed to stop over, are unable to provide previously confirmed space or cause the passenger to miss a connecting flight on which the passenger holds a reservation booked through Thomas Cook Airlines, the amount of the refund shall be:

4.5.3.1.(a). if no portion of the ticket has been used, an amount equal to the full cost of the ticket;

4.5.3.1.(b). if a portion of the ticket has been used, the refund will be the higher of:

i) the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

(ii) the difference between the fare paid and the fare for the transportation used.

4.5.4 Person to whom refund will be made

4.5.4.1. Where we make a refund in accordance with these Conditions of Carriage, such refund will only be made to:

a) The first person named on the ticket (sometimes referred to by us as the lead passenger);

b) The person who paid for the ticket; or

c) In the case of children (anyone under 18), the parent of the child provided always that you undertake to hold any refund paid to you on behalf of a child, on trust for the child and you agree that we will have no further liability to the child.

In all cases where you are seeking a refund from us, you must provide satisfactory proof of your booking.

4.5.4.2. A refund made to anyone presenting the Electronic Ticket and holding himself or herself out as a person to whom refund may be made in terms of 4.5.3 or 4.5.4.1 shall be deemed a proper refund and shall discharge us from liability and any further claim for refund.
5. CHANGES BY US, CHANGES BY YOU

5.1 Schedule Changes

We will inform you of any significant changes to your flight as soon as we become aware of them. If flight times change significantly, we will send a revised confirmation itinerary to the email address or postal address that you gave at the time of booking. If a travel agent has made the booking on your behalf, all confirmations will be sent to that travel agent. However, it is your responsibility to reconfirm all flight details at least 48 hours prior to departure by viewing your booking itinerary online using our ‘Manage Booking’ facility on this website.

Departure and flight times shown may change between the date of booking and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

Before we accept your booking, we will notify you of the scheduled flight time in effect at that time, and it will be shown on your Ticket. It is possible that we may need to change the scheduled flight time subsequent to issue of your ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If there is a flight change on your booking, a significant change is: a change of time over 12 hours or more, a change of destination, or a change of the UK departure airport. Any other change is not a significant change. Any change which is not deemed to be significant will be classed as a minor change.

If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you may be entitled to a refund.

5.2 Changes made by you to your flight booking

5.2.1 Charges will apply if you need to make any changes to your flight or to Pre-Booked Flight Services, facilities or other items booked. In addition, an administration fee per customer, per sector, per change will apply (see table below). If the changed arrangements are more expensive than those originally booked, you must also pay the price difference. If the change reduces the total cost of the original booking you will not be entitled to any refund of the difference.

5.2.2 All changes are subject to availability and cannot be made later than 25 hours before your first departing flight for flights up to 7 hours in duration and 80 hours for flights with a flight duration of over 7 hours. However please be advised once a booking has checked in online no changes can be made.

5.2.3 Bookings that are originally made by telephone through the Thomas Cook sales centre can only be amended or cancelled through the sales centre.

5.3 Charges for changes made by you to a flight booking prior to travel

The charges for changes made by you to a flight booking prior to travel are set out in the table below. Please note that these charges will not apply to name changes.

<table>
<thead>
<tr>
<th>FLIGHT TYPE</th>
<th>CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHORT HAUL AND MEDIUM HAUL FLIGHTS</td>
<td></td>
</tr>
<tr>
<td>Flights up to 7 hours in duration</td>
<td></td>
</tr>
</tbody>
</table>
**All flight changes**

<table>
<thead>
<tr>
<th>More than 25 hours before first departing flight</th>
<th>25 hours or less before first departing flight</th>
<th>Online Check-in completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>£35 per sector, per customer (£55 if change made offline via call centre) and any increase in cost</td>
<td>100% cancellation</td>
<td>100% cancellation</td>
</tr>
</tbody>
</table>

**Name changes**

<table>
<thead>
<tr>
<th>More than 80 hours before first departing flight</th>
<th>80 hours or less before first departing flight</th>
<th>Online Check-in completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>£35/€40 per sector, per customer (£55 if change made offline via call centre) and any increase in cost</td>
<td>100% cancellation</td>
<td>100% cancellation</td>
</tr>
</tbody>
</table>

5.3.1 If there has been an increase between the original fare paid and the current fare available at the time the change is made, you will be required to pay this. No refund will be given if the current fare is lower. 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.

5.3.2 On return flights, the names of passengers travelling on each sector must match. It is not possible to have different customer names on each sector. If a name change is made online within 48 hours of booking being made this will be free of charge.

5.4 Delays

5.4.1 For operational reasons or unforeseen circumstances, delays may occur. We will take all reasonable measures to avoid delays in carrying you and your Baggage. In the exercise of these
measures and, in order to prevent a flight cancellation, at our discretion, we may arrange for a flight to be operated on our behalf by another carrier and/or aircraft.

5.4.2 If we reasonably expect a flight operated by us to be delayed beyond its scheduled time of departure for, two hours or more in the case of flights of 1,500km or less, three hours or more in the case of intra-Community flights of more than 1500km and all other flights between 1500km and 3000km, or four hours or more for all other flights, and you hold a confirmed reservation for the flight, have met applicable check in deadline and are not precluded from boarding because of any of the circumstances listed in Article 9 of these Conditions of Carriage or for what we consider to be other reasonable grounds, you will be offered rights and remedies available under applicable law.

5.5 Denied Boarding

5.5.1 Sometimes we need to deny boarding to a passenger, even though that person holds a confirmed reservation, has met the applicable check in deadline and is not precluded from boarding by reason of any of the circumstances listed in Article 9 of these Conditions of Carriage or for what we consider to be other reasonable grounds.

5.5.2 If you are eligible to board a flight operated by us, we will try to avoid any need to deny you boarding against your will by offering you and all similar passengers the opportunity to volunteer to surrender your reservation in exchange for benefits.

5.5.3 We will not deny boarding to an unaccompanied child, disabled person, a person with reduced mobility or a person accompanying a disabled person or person with reduced mobility, unless this is unavoidable.

5.6 No further liability

Where any of the events envisaged by this Article 5 occurs, except as otherwise provided by Regulation 2027/97, the Warsaw Convention or the Montreal Convention (as applicable), the rights and remedies set out here are the sole and exclusive rights and remedies available to you and we will have no further liability to you.

6. CANCELLATION OF PRE-BOOKED FLIGHT SERVICES

6.1 If you cancel any Pre Booked Flight Services for which there is a charge, you will not receive a refund.

6.2 Where a change to a Pre Booked Flight Service can be made, we will charge an administration fee from £30/€36 for each change. If you cancel any holiday insurance booked through us, your premium will not be refunded, as cover under the policy will already have been provided.

6.3 You should refer to Article 4 of these Conditions of Carriage for further information on Pre-Booked Flight Services.
7. CHECK IN AND BOARDING

7.1 Check in deadlines may be differ between airports. You should check any check-in deadlines before travelling. You should allow ample time to comply with check in deadlines and security clearance. As a minimum, you should present yourself to check in no later than the times specified in the table below. Please note that all times are prior to the scheduled time of departure.

<table>
<thead>
<tr>
<th></th>
<th>UK Departures</th>
<th>Overseas Departures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Haul/Medium Haul</td>
<td>3 Hours</td>
<td>2 Hours</td>
</tr>
<tr>
<td>Long Haul</td>
<td>4 Hours</td>
<td>3 Hours</td>
</tr>
</tbody>
</table>

All check in desks close strictly one hour before the scheduled departure time. Failure to check-in in good time will result in you being denied boarding to the flight.

7.2 You must have completed the check-in process sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures, and not later than 1 hour before the scheduled departure time.

7.3 You must be present at the boarding gate not later than the time specified by us.

7.4 We may refuse to allow you to board if you have not checked-in in time, fail to arrive at the boarding gate in time or appear improperly documented as set out in Article 15.4.

7.5 We reserve the right to cancel the space reserved for you or to change the seat assignment within your ticket class of carriage if you fail to check in or arrive at the boarding gate on time.

7.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

8. PASSENGER CONDUCT

8.1 Conduct on board aircraft

At all times whilst you are on board our aircraft, you will behave in a manner not likely to:

8.1.1 contravene the laws of any state which has jurisdiction over the aircraft;

8.1.2 endanger or threaten (whether by hoax, threats or otherwise) the aircraft or any other person or property;

8.1.3 injure or assault any person, threaten, abuse or insult other passengers or members of the crew, cause the loss of or damage to property, or prejudice the health of, or cause distress, discomfort or unnecessary inconvenience to any passenger or crew member;

8.1.4 obstruct, hinder or interfere with the crew in the performance of their duties;

8.1.5 contravene any instruction or direction of the crew or the carrier issued for the purpose of securing the safety or security of the aircraft and or persons or property and/or the comfort or
convenience of passengers, including, but not limited to, instructions concerning security, seating, smoking, consumption of alcohol, use of drugs or use of electrical equipment.

8.2 For safety and security reasons, the consumption of alcohol by our customers is restricted to alcohol served by our cabin crew during the flight. Alcohol which you purchase from duty free (at the airport or onboard) or from Airshoppen must not be consumed on board our aircraft. If our cabin crew suspects any member of that you are consuming your own alcohol whilst onboard our aircraft, they are entitled to confiscate your alcohol for the duration of the flight and refuse to serve you alcohol. In such circumstances, your alcohol will be returned to you at the end of the flight.

If in our opinion, you conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew (including but not limited to those with respect to smoking, alcohol or drug consumption), or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraint and diverting the aircraft to the nearest available suitable airport. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft, and we may take proceedings against you for recovery of any costs, expenses and liabilities incurred as a result.

9. RESTRICTED OR REFUSED CARRIAGE OF PASSENGERS OR BAGGAGE (RIGHT TO REFUSAL OF CARRIAGE)

9.1 Refusal and limitation of carriage

We may refuse to carry you or your Baggage in the following circumstances where:

9.1.1 the carriage of you or your Baggage would breach any applicable government laws, regulations, or orders;

9.1.2 it is necessary or advisable by reason of weather or other conditions beyond our control (including, but not limited to) force majeure, natural disasters, strikes, civil commotions, embargoes, wars, hostilities or disturbances.

9.1.3 the carriage of you or your Baggage may endanger the safety, health, comfort or convenience of other passengers or crew or the safety of the aircraft;

9.1.4 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Passengers, to crew or to property or where impairment is due to alcohol or drugs, it would represent a likely source of material annoyance or discomfort to other passengers

9.1.5 you commit a criminal offence during any of the operations of embarkation on your flight or on board the aircraft;

9.1.6 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
9.1.7 you fail to submit to a security check or observe safety or security instructions, or obstruct or hinder ground staff in the performance of their duties;

9.1.8 you use threatening, abusive or insulting words or behave in a threatening, abusive or insulting manner to ground staff or members of the crew prior to or during boarding the aircraft;

9.1.9 you have not paid any applicable taxes or charges;

9.1.10 you do not appear to have valid travel documents, you seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, you destroy your documentation during flight or you refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

9.1.11 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than the Ticket Issuer, has been reported as being lost or stolen or is a counterfeit, or you cannot prove that you are the person named in the Ticket;

9.1.12 you have not used the coupons in sequence, or you present a Ticket, which has been issued or altered in any way, other than by the Ticket Issuer or us, or the Ticket is mutilated.

9.1.13 we are requested to do so by the Ticket Issuer;

9.1.14 you fail to observe our instructions with respect to safety or security;

9.1.15 you are or we reasonably suspect that you are in possession of unlawful drugs;

9.1.16 you have made a hoax bomb or hijack threat;

9.1.16 you do not appear to be able to meet the visa requirements in relation to the country to which you are travelling;

9.1.17 we have been informed by the immigration authorities of the country to which you are travelling that you will not be permitted entry to such country, even if you have valid travel documents;

9.1.18 you do not appear and cannot reasonably satisfy us that you are medically fit to fly;

9.1.20 there is a discrepancy between then name shown on your reservation, ticket and passport;

9.21 you have failed to pay for any purchased from us onboard our aircraft including but not limited to duty free goods

9.1.22 you have previously committed one of the acts or omissions referred to above.

9.2 Diversions and Breach of Duty

If you breach any of the duties set out in this Article 9.1 above:

9.2.1 we may report the matter to the police or any enforcement body;
9.2.2 we may take such measures as are necessary to prevent the continuations of such conduct inc. restraint, removal, refusal to carry;

9.2.3 refuse to carry you in the future;

9.2.4 share details with other airlines.

In addition, you will be required to reimburse us for any costs which we incur as a result of your actions or omission in order to (a) repair or replace property lost, damaged or destroyed by you; (b) compensate any passenger or crew member affected by your actions; and C) divert the aircraft for the purpose of removing you from the aircraft. Where you commit a criminal offence onboard our aircraft which results in any such losses, we reserve the right to pursue you for criminal damages and in the civil courts.

10. CARRIAGE OF ANIMALS ON THOMAS COOK AIRLINES FLIGHTS

10.1 Assistance dogs and emotional support animals may be taken into the aircraft cabin if applicable laws permit it and if the necessary arrangements are in place at the relevant airports. You assume full responsibility for such animal. We shall not be liable for injury or loss, delay, sickness or death of any animal carried in the cabin unless caused by our fault or negligence.

Carriage of assistance dogs is subject to prior arrangement with us and is also subject to these Conditions of Carriage and the procedures and requirements set out in our Special Assistance section at: http://www.thomascookairlines.com/en/fly-with-us/special-assistance/assistance-for-passengers-with-special-needs.jsp

10.2 Other animals and domestic pets can be carried as cargo in checked baggage. You should contact us for details of our policy for the carriage of animals.

11. SPECIAL ASSISTANCE, UNACCOMPANIED MINORS AND PREGNANT WOMEN,

11.1 Special Assistance: Passengers with Reduced Mobility or a Disability

11.1.1 Acceptance for carriage of passengers with disabilities or with reduced mobility or of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us and is also subject to these Conditions of Carriage and the procedures and requirements set out at http://www.thomascookairlines.com/en/fly-with-us/special-assistance/assistance-for-passengers-with-special-needs.jsp and includes requirements for electric wheelchair / mobility aid acceptance.

11.1.2 If you have a disability or reduce mobility and require support boarding or disembarking our aircraft or require support of auxiliary aids during your flight, it is your responsibility to notify us of this at least 48 hours prior to your flight.

11.1.3 Passengers with disabilities or with reduced mobility who have advised us of their disability and any special requirements they may have no later than 48 hours before departure, and been
accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. We will try and accommodate passengers with reduced mobility or a disability who request on board assistance less than 48 hours before departure, but this cannot be guaranteed.

11.1.4 You agree that the information you provide is complete and accurate. You agree to advise us of any changes to your requirements without delay as failure to do so may affect the suitability of the arrangements made for you. We recommend you contact us if any of your flight details are changed for any reason, to ensure your requirements are added to your amended booking details. In the event you are advised that a doctor’s note/fitness to fly certificate is required to support any seating requests and/or airport assistance. The original will need to be taken to the airport and will need to be produced upon check-in. A doctor’s note should be dated within 3 months of the date of travel and fitness to fly certificates should be dated within 7 days of the date of travel.

11.1.5 Provision of special assistance at EU airports is arranged by the airport. If you notify us that you require special assistance at the airport, we will notify the managing bodies of the airport. Whilst we will try to accommodate your requests for support, if you provide less than 48 hours’ notice, we cannot guarantee that such support will be provided by the airport. We may require that you travel with an attendant if it is essential for safety or you are unable to assist in your own evacuation from the aircraft, or you are unable to understand the safety instructions.

11.1.6 We cannot be held responsible if you have failed to tell us about any other special needs/requirements that will affect use of the travel arrangements and this means we will not compensate you in the event of any problems arising as a result of any such omissions.

11.2 Fitness to Fly

11.2.1 Prior to boarding our aircraft, you must be reasonably satisfied that you are medically fit to fly. You do not need to undergo a medical examination unless you suspect or ought reasonably to know that you have a condition which might be exacerbated by normal operation of the aircraft or could cause you difficulty if you are unable to seek professional medical assistance, prior to the end of your flight. If you are in any doubt, you should seek medical advice before flying. It is your responsibility to ensure that you are fit to fly. Please note that you may be asked to provide written evidence of your fitness to fly.

11.2.2 If, after providing written evidence of your fitness to fly we accept you as a passenger on our aircraft and:

   a) a flight is required to be diverted as a direct result of your health
   b) we have reasonable grounds to believe that information or evidence of your fitness to fly was inaccurate, incomplete, out of date or withheld from us at the time that you were asked to produce it

we will not be responsible for any fines, detentions, medical or repatriation costs incurred by you and we reserve the right to seek reimbursement of any costs we incur as a result of the diversion.
11.3 Young Persons

11.3.1 Children can travel alone (unaccompanied by an adult) if they are 14 years or over on selected routes. Prior to making any booking for a young person who will be travelling alone, the responsible adult (parent/guardian) of the young person must:

(a) call our Sales and Service Centre on 01733 224 330, Monday – Sunday, 08:00 – 22:00 to discuss with an agent.; and
(b) complete a Young Persons Declaration

Bookings for young persons must be made with an agent and not online. The requirements set out in this Article 11.3 are mandatory requirements for all young person bookings and is for the safety and wealth of our young, unaccompanied passengers.

11.3.2 The responsible adult will be required to enter a contract with us and accept our terms and conditions. Young Persons are only permitted on direct routes. The Young Person will be pre-seated near the front or rear to allow the crew to observe the young person during the flight.

11.3.3 Where a child is travelling alone:

(a) the responsible adult must take the child to the airport for check in;
(b) if at check-in the responsible adult and child are advised of a delay, the responsible adult must remain with the child until the revised departure time is confirmed;
(c) the child must carry a copy of the Young Persons Declaration form; and
(d) the child must be met at the destination airport by the responsible adult name in the Young Persons Declaration form. Such responsible adult will be required to show photographic identification before custody of the child is handed over to such person.

11.3.4 Failure to comply with the requirements of 11.3.3 (a) and (b) may result in the child being denied boarding.

11.4 Pregnant Women

For safety reasons, we restrict the travel of pregnant women as follows:

11.4.1 women who are at least 36 weeks pregnant are not permitted to fly;
11.4.2 between the 28th and 36th weeks of pregnancy you will be require to provide a certificate from a professional medical practitioner confirming that you are fit to fly. This certificate must be dated not more than ten days prior to departure.

11.4.2 women who are expecting multiple births (twins, triplets, etc) who are at least 32 weeks pregnant are not permitted to fly.
12. BAGGAGE

If your flights are booked as part of a package tour with a tour operator, you should check to see if your tour operator has specified a baggage allowance. Your tour operator may specify a different baggage allowance. It is your responsibility to check this and we will not be liable for any losses or damage which you incur due to your failure to check such requirements (other than where caused by our negligence).

You should note that, you will not be permitted to a baggage allowance greater than the baggage allowance specified in these Conditions of Carriage, even if your tour operator specifies a greater baggage allowance.

12.1 Baggage allowance

No hold baggage is included in the flight cost (except when travelling long haul and to the USA – see further details below).

You can pre-book 25kgs of baggage at an extra cost during the booking journey or after the booking has been confirmed. Adding baggage after the booking has been confirmed can be done via this website or by contacting the Sales and Service Centre. This has to be done outside 6 hours before your first departing flight. However please be advised once a booking has checked in online no changes can be made. If you exceed your baggage allowance, excess baggage charges will apply.

Long Haul Flights: We will allow you to take 1 piece of hold luggage (per person) up to a maximum of 20kgs. The 1 piece/20kgs allowance is complimentary but excess charges will apply if you wish to take more baggage or if you exceed this allowance.

USA: We allow you to take 1 piece of hold luggage (per person) up to a maximum of 23kgs. The allowance cannot be split between passengers or between multiple suitcases. The 1 piece/23kgs allowance is complimentary but excess charges will apply if you wish to take more baggage or if you exceed this allowance.

If you are flying with another airline, it is your responsibility to check the baggage allowances of that airline. We will not be liable for any costs, fees, charges or fines which you incur arising out of or in connection with your failure to comply with published baggage requirements.

For more information on baggage allowance see “Baggage Information” in our website online help page.

12.2 Excess Baggage

You will be required to pay a charge for carriage of Baggage in excess of the Baggage allowance included in your Ticket price. Details of any applicable prices will be made available upon request.

12.3 Unacceptable Baggage

You should refer to Section C “Airline Conditions of Contract and other important notices” for more detailed advice.

You must not include in your Baggage:
12.3.1. items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations (http://www.icao.int/safety/DangerousGoods/Pages/background.aspx); or

12.3.2. items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over; or

12.3.3. items which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request; or

12.3.4. Animals, including birds and reptiles, other than as agreed with us in advance in accordance with all applicable procedures and conditions.

12.3.5. Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. We may, at our discretion and subject to prior written approval from us, accept firearms and ammunition for hunting and sporting purposes as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 12.3.1.

12.3.6. We may, at our discretion and subject to prior notification, accept weapons such as antique firearms, swords, knives and similar items as Checked Baggage, but they will not be permitted in the cabin of the aircraft.

12.3.7. You must not include in Checked Baggage, fragile or perishable items, valuable items (including, but not limited to money, jewellery, precious metals, computers, personal electronic devices), negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples any medication or medical equipment which may be required during your trip which cannot be swiftly replaced if lost or damaged, house or car keys and any other item which cannot be swiftly replaced if lost or damaged.

12.3.8. Electronic/water vapour cigarettes are not allowed within checked baggage as may cause a fire hazard.

12.3.9. If, despite being prohibited, any items referred to in Articles 12.3 are included in your Baggage, we shall not be responsible for any loss or damage to such items except where such items are carried in the course of carriage to which the Convention applies.

12.4 Right to Refuse Carriage

12.4.1. Subject to Articles 12.3.5 and 12.3.6, we will refuse to carry as Baggage the items described in Article 12.3, and we may refuse further carriage of any such items upon discovery.

12.4.2. We may refuse to carry as Baggage any item because of its size, shape, weight, contents or character, or for safety or operational reasons, or in the interests of the comfort and convenience of other passengers.
12.4.3 We may refuse to accept Baggage for carriage unless it is, in our reasonable opinion, properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

12.5 Right of Search

For reasons of safety and security, we may request that you submit to a search, X-ray or other type of scan be made of your person and Baggage. If you are not available, your Baggage may be searched in your absence, for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 12.3 or any firearms, ammunition or weapons which have not been presented to us in accordance with Articles 12.3.5 or 12.3.6. If you are unwilling to comply with such a request we may refuse to carry you and your Baggage. In the event an X-ray or other scan causes damage or delay to you or your Baggage, we shall not be liable for such damage or delay unless due to our fault or negligence.

12.5.2 You should note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in your absence. It is your responsibility to make yourself aware of and comply with such requirements.

12.6 Checked Baggage

12.6.1 Upon delivery to us of your Baggage, which you wish to check, we will take custody of, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

12.6.2 Checked Baggage must have your name affixed to it.

12.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight, we will deliver it to you, unless applicable law requires you to be present for Customs clearance.

12.6.4 You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except fair wear and tear) and that is properly locked.

12.7 Unchecked Baggage

12.7.1 The maximum dimensions for Unchecked Baggage, which you carry on to the aircraft are specified below. These maximum dimensions may be amended from time to time and displayed on our website. If we have not done so, Unchecked Baggage, which you carry onto the aircraft, must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Unchecked Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

12.7.2 Maximum dimensions:

Only one piece of cabin Unchecked Baggage is acceptable per person.

Maximum size of 55 x 40 x 20 cm-one plastic bag containing Duty Free Goods
Weight of cabin Unchecked Baggage is restricted to 6 kilos

12.7.3 Objects not suitable for carriage in the cargo compartment (including, but not limited to delicate musical instruments, sports equipment and wedding dresses), and which do not meet the requirements in Article 12.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

12.7.4 Due to the number of Unchecked Baggage, space may be restricted in the cabin and, as such, you may be asked to place this in the hold, evening if your Unchecked Baggage complies with the maximum dimensions specified at Article 12.7.2 above or as notified to you from time to time.

12.8 Collection and Delivery of Checked Baggage

12.8.1 You are required to collect your Checked Baggage as soon as it is made available at your place of destination or stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available we may dispose of it without any liability to you.

12.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

12.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

13. OUR LIABILITY TO YOU

Liability for damage

Where, in these Conditions of Carriage, we state appropriate sterling equivalent values for Special Drawing Rights, such values are for guidance only, do not reflect regular fluctuation in exchange rates and are not binding on either us or you.

13.1 Applicable rules

The liability of each carrier involved in your journey will be determined by applicable law and the carrier’s conditions of carrier. Applicable law comprises Regulation 2027/97, the Convention and/or local law in individual countries. Our liability is set out in this Article 13.

13.2 Death of or injury to passengers

13.2.1 There shall be no financial limit to the amount of our liability for proved damages for death, wounding or bodily injury suffered by a Passenger in the event of an accident on board the aircraft or in the course of embarking or disembarking.

13.2.2 For Damage up to the sum of the equivalent of 113,100 SDRs, we shall not exclude or limit our liability.
13.2.3 Above the level of 113,100 SDRs we can defend ourselves if we prove that the Damage was not due to the negligence or other wrongful act or omission of us or our servants or agents, or that the Damage was solely due to the negligence or other wrongful act or omission of a third party.

13.2.4 Notwithstanding the provisions of Article 13.2.2, if we prove that the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or of the person claiming compensation, we may be exonerated wholly or partly from our liability in accordance with applicable laws.

13.2.5 We shall, without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. Such payment shall be of an amount not less than the equivalent of 16,000 SDRs per Passenger in the event of death.

13.2.6 An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases described in Article 13.2.4 or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the Damage by negligence or was not the person entitled to compensation.

13.2.7 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

13.3 Baggage

Except in the case of an act or omission by us or our agents done with intent to cause damage or recklessly and with knowledge that Damage would probably result and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment, our liability in the case of Damage or delay to Checked or Unchecked Baggage shall be limited to 1,131 SDRs per Passenger unless you make a special declaration at check-in and pay any requisite fee, in which event our liability shall be limited to the higher declared value, provided that if in accordance with applicable laws different limits of liability are applicable, such different limits shall apply.

13.3.1 We will not be liable for any Damage to Unchecked Baggage unless such Damage is caused by our negligence or the negligence of our agents.

13.3.2 Unless the Convention provides otherwise we are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

13.3.3 We are not liable for Damage to Checked or Unchecked Baggage caused by delay if we prove that we and our servants and agents took all reasonable measures to avoid the Damage or that it was impossible to take such measures.

13.3.4 Except in the case of Checked Baggage carried in the course of carriage to which the Convention applies, we shall have no liability whatsoever for Damage to articles not permitted to be
contained in Checked Baggage under Article 12.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

13.4 Passenger Delays

13.4.1 We will be liable for proven damages occasioned by delay in the carriage of persons by air unless we prove that we and our servants and agents took all measures that could reasonably be required to avoid the Damage or that it was impossible to take such measures. Our liability for passenger delay is limited to 4,694 SDRs per passenger,

13.4.2 The limits of liability stated in Article 13.4.1 shall not apply if you prove that the Damage resulted from an act or omission of us, our servants or agents (acting within the scope of their employment), done with intent to cause damage or recklessly and with knowledge that damage would probably result.

13.5 General

13.5.1 We are not liable for any Damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations.

13.5.2 Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable laws, we shall be liable to you only for recoverable compensatory damages for proven losses.

13.5.3 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as it and they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

13.5.4 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

13.5.5 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

14 TIMESCALES FOR CLAIMS

14.1 Notice of Claims

14.1.1 Acceptance of Baggage by the bearer of the Baggage Check If you receive your Baggage without complaint at the time of delivery that will be sufficient evidence that your Baggage has been delivered in good condition and in accordance with the contract of carriage unless you prove otherwise.
14.1.2 If your Checked Baggage is lost or delayed, you should obtain a Property Irregularity Report Form from our ground handlers in the baggage reclaim area of the airport.

14.1.3 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest within seven (7) Days of receipt of Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty one (21) Days from the date the Baggage has been placed at Your disposal.

14.1.4 Claims submitted in accordance with Article 14.1.2 should be submitted to Luggage Loss Adjusters, Unit C3, Horsted Keynes Industrial Park, Horsted Keynes, Haywards Heath, West Sussex, RH17 7BA and must be accompanied by a Property Irregularity Report Form. Email: enquiries@luggageloss.co.uk

14.2 Limitation of Actions

14.2.1 You will have no right to Damages if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

14.2.2 We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, to do so, we may need to use a substitute aircraft and/or the services of another carrier. We may also be obliged to change the time of flights, often for reasons beyond our control and consequently times shown in the Ticket, timetables or elsewhere cannot be guaranteed.

14.2 Our policy on compensation and assistance in the event of delays and cancellations is in accordance with EC Regulation 261/2004. In the event of a delay or cancellation we will provide customers with a notice setting out their rights pursuant to the EU Regulation 261/2004. You can find full details of your under the European legislation on our page titled EU Regulation 261/2004. Except as required by EC Regulation 261/2004, and subject to other applicable laws, where you have purchased your ticket from a Ticket Issuer, our contract is with the Ticket Issuer and we shall not be liable to you in respect of any delayed or cancelled flights, and any such claims should be addressed to the Ticket Issuer.

15. USE OF DEVICES INFLIGHT.

15.1 Knee Defenders

We consider the safety and comfort of all our customers on board as our priority - we do not allow the use of any kind of devices to block the reclining of aircraft seats.

Out of consideration for all those travelling on our aircraft, we kindly ask that our customers do not try to use such gadgets during their flight.
15.2 Electronic Devices

For safety reasons, we may prohibit or limit operation aboard the aircraft of electronic equipment, including but not limited to cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

16 TRAVEL DOCUMENTS AND VISA REQUIREMENTS

16.1 Obtaining Travel Documents

You are responsible for obtaining all required travel documents (including but not limited to, passports, travel documents, health certificates, fitness to fly evidence and visas where applicable) and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents, or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

16.2 Presenting Travel Documents

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

16.3 Tickets

You are not required to present a printed copy of your Electronic Ticket to check-in for your flight. However, you may be required to present your booking reference number and should ensure that you have a copy either electronically or a printed copy when travelling. You will require a valid travel documents (as per Article 16.2 and 16.3) for each Passenger travelling.

If you are travelling on flight operated by a different carrier, you will be required to take a printed copy of your confirmation / Electronic Ticket with you when you travel (unless advised otherwise by your carrier) to present at check in, along with your Travel Documents for each travelling Passengers.

16.4 Refusal of Entry

If you are denied entry into any country, you will be responsible for paying any fines or charges assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of denied entry will not be refunded by us.

16.5 Passenger Responsible for Fines, Detention Costs, Etc

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand any amount so
paid or expenditure incurred unless such sums were incurred due to our fault or negligence. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

16.6 Customs Inspection

As further specified in Article 12, if required, you shall attend inspection of your Baggage, by Customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

16.7 Security Inspection

You shall submit to any security checks by Governments, airport officials, and other carriers or by us.

16.1.8 We will not be liable for any loss of expense incurred due to your failure to comply with this Article 16.

17. DATA PROTECTION

17.1 You recognise that personal data has been given to us for the purposes of making a reservation, issuing a ticket, obtaining ancillary services, developing and providing services, administration of accounting, billing and auditing procedures, facilitating Immigration and entry procedures and making available such data to government agencies, dealing with customs control, meeting security requirements, handling customer relations issues, marketing of products (providing that you have consented to this), customer research, data analysis, managing your booking and travel experience, organising assistance by third parties at airports on behalf of passengers requiring special assistance and passengers with reduced mobility, in accordance with applicable law in connection with your travel. For all of these purposes, you authorise us to retain and use such data and to transmit it to our own offices, agents, government agencies, customs, immigration and law enforcement authorities, Ticket Issuers, other carriers, credit and other payment card companies or the providers of the above-mentioned services.

16.2 You agree to hold us and our agents, employees, directors, officers, etc harmless in relation to any losses or claims which may arise from transmission or retention of inaccurate data provided by you. If you fail to provide the necessary information prior to your departure, we may be unable to carry you to or through a country that requires the information and we reserve the right to cancel your reservation, without liability. If you have booked with us via our website, or if you have chosen for us to contact you by email, we will use the email address you have provided to send you your travel documentation. We are entitled to assume that the email 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.

17.3 If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to:

Data Protection Officer, The Legal Department, Thomas Cook Airlines Ltd, Hangar 1, Western Maintenance Area, Runger Lane, Manchester Airport, Manchester, M90 5FL.
18. INSURANCE

It is advisable to take out insurance suitable for your needs before you travel. We cannot be held responsible for any costs you incur as a result of failing to do so. For your own peace of mind the insurance should cover you if you have to cancel your flight or other travel arrangements and for any emergencies which arise while you are away. Please read your policy details carefully when you receive them and take them with you when you travel.

19. NOTICE PURSUANT TO REGULATION (EC) NO 2111/2005 AND THE ANNEX TO REGULATION (EC) 2027/97 AS AMENDED BY REGULATION (EC) 889/2002

19.1 Airlines under an EU operating ban

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection. Here: http://ec.europa.eu/transport/modes/air/safety/air-ban/doc/list_en.pdf

19.2 Airline Liability

SPECIAL NOTE: All European Community air carriers are required by European Community legislation to provide the following notice in its prescribed form to their passengers. This notice is intended to summarise the principle liability provisions of the Montreal Convention 1999 and EC Regulation No. 889/2002 on air carrier liability in the event of accidents. However, it is not entirely accurate or complete. EC Regulation No 889/2002 specifically provides that this notice or summary cannot be used as a basis for a claim for compensation nor to interpret the provisions of Regulation 889/2002 or the Montreal Convention. A ‘Community Air Carrier’ is an air carrier with a valid operating licence granted by an EU member state in accordance with the provisions of EC Regulation 2407/92. Thomas Cook Airlines is a Community Air Carrier.

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community Air Carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment to cover immediate economic needs within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.
Passenger delays

In case of passenger delays, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4694 SDRs).

Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 1,131 SDRs).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check in and by paying a supplementary fee.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger’s disposal. See our online help for more information on hand and hold luggage restrictions at: https://www.thomascookairlines.com/en/help-contact/frequently-asked-questions.jsp

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of Member States.
19.3 IATA Ticket Notice

CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES

PASSENGERS ON A JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY
OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT INTERNATIONAL TREATIES KNOWN
AS THE MONTREAL CONVENTION, OR ITS PREDECESSOR, THE WARSAW CONVENTION, INCLUDING
ITS AMENDMENTS (THE WARSAW CONVENTION SYSTEM), MAY APPLY TO THE ENTIRE JOURNEY,
INCLUDING ANY PORTION THEREOF WITHIN A COUNTRY. FOR SUCH PASSENGERS, THE APPLICABLE
TREATY, INCLUDING SPECIAL CONTRACTS OF CARRIAGE EMBODIED IN ANY APPLICABLE TARIFFS,
GOVERNS AND MAY LIMIT THE LIABILITY OF THE CARRIER.

NOTICE of Liability Limitations

The Montreal Convention or the Warsaw Convention system may be applicable to your journey
and these Conventions govern and may limit the liability of air carriers for death or bodily injury,
for loss of or damage to baggage, and for delay.

Where the Montreal Convention applies, the limits of liability are as follows:

1. There are no financial limits in respect of death or bodily injury.

2. In respect of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights
   (approximately EUR 1,200; US $1,800) per passenger in most cases.

3. For damage occasioned by delay to your journey, 4,694 Special Drawing Rights
   (approximately EUR 5,000; US $7,500) per passenger in most cases.

EC Regulation No. 889/2002 requires European Community carriers to apply the provisions of
the Montreal Convention limits to all carriage by them of passengers and their baggage by
air. Many non-European Community carriers have elected to do so in respect of the carriage of
passengers and their baggage.

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16,600 Special Drawing Rights (approximately EUR 20,000; US $20,000) in respect of death or
   bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights
   (approximately EUR 10,000; US $10,000) if only the Warsaw Convention applies. Many carriers
   have voluntarily waived these limits in their entirety, and US regulations require that, for
   journeys to, from or with an agreed stopping place in the US, the limit may not be less than US
   $75,000.

2. 17 Special Drawing Rights (approximately EUR 20; US $20) per kg for loss of or damage or delay
   to checked baggage, and 332 Special Drawing Rights (approximately EUR 400; US $400) for
   unchecked baggage.

3. The carrier may also be liable for damage occasioned by delay.
Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.

Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Baggage claims: Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

**Notice of Contract Terms Incorporated by Reference**

1. Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice; to any notice or receipt of the carrier; and to the carrier’s individual terms and conditions (Conditions), related rules, regulations and policies (Regulations) and any applicable tariffs.

2. If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.

3. The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.

4. The Conditions may include, but are not restricted to:
   - Conditions and limits on the carrier’s liability for the bodily injury or death of passengers.
   - Conditions and limits on the carrier’s liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.
   - Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.
   - Application of the carrier’s Conditions and limits of liability to the acts of the carrier’s agents, servants and representatives, including any person providing either equipment or services to the carrier.
   - Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.
   - Rules about reconfirmations or reservations; check in times; the use, duration and validity of air transportation services; and the carrier’s right to refuse carriage.
• Rights of the carrier and limits on the carrier’s liability for delay or failure to perform a service, including schedule changes, substitution of alternative carriers or aircraft and rerouting, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft.

• Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.

5. You can obtain more information about your contract of carriage, and find out how to request a copy, at places where transportation on the carrier is sold. Many carriers also have this information on their websites. When required by applicable law, you have the right to inspect the full text of your contract of carriage at the carrier’s airport and sales offices, and upon request, to receive a copy by mail or other delivery service from each carrier free of charge.

6. If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as agent for the other carrier.

YOU CANNOT TRAVEL IF YOU DO NOT HAVE ALL REQUIRED TRAVEL DOCUMENTS, SUCH AS PASSPORT AND VISA.

GOVERNMENTS MAY REQUIRE YOUR CARRIER TO PROVIDE INFORMATION ON OR PERMIT ACCESS TO PASSENGER DATA.

DENIED BOARDING: Flights may be overbooked, and there is a slight chance that a seat will not be available on a flight even if you have a confirmed reservation. In most circumstances, if you are denied boarding involuntarily, you are entitled to compensation. When required by applicable law, the carrier must solicit volunteers before anyone is denied boarding involuntarily. Check with your carrier for the complete rules on payment of denied boarding compensation (DBC) and for information on the carrier’s boarding priorities.

BAGGAGE: Excess valuation may be declared on certain types of articles. Carriers may apply special rules for fragile, valuable, or perishable articles. Check with your carrier. Checked Baggage: Carriers may permit a free checked baggage allowance, which is set by the carrier and may differ by class, and/or route. Carriers may apply extra charges for checked baggage in excess of their permitted allowance. Check with your carrier. Cabin (Unchecked) Baggage: Carriers may permit a free cabin baggage allowance, which is set by the carrier and may differ by class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum. Check with your carrier. If more than one carrier is providing the transportation for your journey, each carrier may apply different rules on baggage (both checked and cabin).

SPECIAL BAGGAGE LIABILITY LIMITATIONS FOR US TRAVEL: For domestic travel wholly between US points, federal rules require any limit on a carrier’s baggage liability to be at least US$3300.00 per passenger, or the amount currently mandated by 14 CFR 254.5.

CHECK-IN TIMES. The time shown on the itinerary/receipt is the departure time of the aircraft. Flight departure time is not the same as the time you must check-in or the time you must be available for boarding. Your carrier may refuse you carriage if you are late. Check-in times, as advised by your carrier, are the latest times at which passengers can be accepted for travel; boarding
times, as advised by your carrier, are the latest times at which passengers must present themselves for boarding.

**DANGEROUS GOODS (HAZARDOUS MATERIALS).** For safety reasons, dangerous goods must not be packed in checked or cabin (unchecked) baggage except as specifically permitted. Dangerous goods include but are not limited to: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons, infectious substances, and briefcases with installed alarm devices. For security reasons, other restrictions may apply. Check with your carrier.

**19.4 DANGEROUS GOODS**

Do not pack or carry on-board the items pictured below without checking with your carrier.

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**DO NOT ENDANGER YOUR SAFETY OR THAT OF YOUR FELLOW PASSENGERS.**

1. **PASSENGERS AND CABIN BAGGAGE LIST OF PROHIBITED ARTICLES**

   Without prejudice to applicable safety rules, passengers are not permitted to carry the following articles into security restricted areas and on board an aircraft:

   1.1 guns, firearms and other devices that discharge projectiles — devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:

      o firearms of all types, such as pistols, revolvers, rifles, shotguns,
      o toy guns, replicas and imitation firearms capable of being mistaken for real weapons, component parts of firearms, excluding telescopic sights,
      o compressed air and CO 2 guns, such as pistols, pellet guns, rifles and ball bearing guns,
      o signal flare pistols and starter pistols,
      o bows, cross bows and arrows,
      o harpoon guns and spear guns,
      o slingshots and catapults;

   1.2 stunning devices — devices designed specifically to stun or immobilise, including:

      o devices for shocking, such as stun guns, tasers and stun batons,
      o animal stunners and animal killers,
      o disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays;

   1.3 objects with a sharp point or sharp edge — objects with a sharp point or sharp edge capable of being used to cause serious injury, including:

      o items designed for chopping, such as axes, hatchets and cleavers,
ice axes and ice picks,
- razor blades,
- box cutters,
- knives with blades of more than 6 cm,
- scissors with blades of more than 6 cm as measured from the fulcrum,
- martial arts equipment with a sharp point or sharp edge,
- swords and sabres;

1.4 workmen’s tools — tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:
- crowbars,
- drills and drill bits, including cordless portable power drills,
- tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels,
- saws, including cordless portable power saws,
- blowtorches,
- bolt guns and nail guns;

1.5 blunt instruments — objects capable of being used to cause serious injury when used to hit, including:
- baseball and softball bats,
- clubs and batons, such as billy clubs, blackjacks and night sticks,
- martial arts equipment;

1.6 explosives and incendiary substances and devices — explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:
- ammunition,
- blasting caps,
- detonators and fuses,
- replica or imitation explosive devices,
- mines, grenades and other explosive military stores,
- fireworks and other pyrotechnics,
- smoke-generating canisters and smoke-generating cartridges,
- dynamite, gunpowder and plastic explosives.

2. HOLD BAGGAGE LIST OF PROHIBITED ARTICLES

Passengers are not permitted to carry the following articles in their hold baggage: Explosives and incendiary substances and devices — explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- ammunition,
- blasting caps,
- detonators and fuses,
- mines, grenades and other explosive military stores,
- fireworks and other pyrotechnics,
20. APPLICABLE LAW AND JUDICIAL VENUE

20.1 Modification and waiver

None of our agents, servants, employees or representatives has authority to alter, modify or waive any provision of these conditions of carriage.

20.2 Law and jurisdiction

English Law (and no other) will apply to your contract with Thomas Cook Airlines Ltd and to any dispute, claim or other matter of any description which arises between you and Thomas Cook Airlines Ltd (except as set out below). Any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between you and Thomas Cook Airlines Ltd must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In either of those cases, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises out of your contract governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose at the outset of any proceedings, English law will apply).

This agreement on the judicial venue does not apply to claims asserted on the basis of the Montreal Convention or Regulation (EC) 261/2004.

21. US DEPARTMENT OF TRANSPORT REQUIREMENTS

In accordance with applicable law, we have adapted a Tarmac Delay Contingency Plan for delays which occur at airports located within the US. Details are set out in Section D “Thomas Cook Airlines – Scheduled Flights to/from the USA – Customer Commitment.”
SECTION C: AIRLINE CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES

Please refer to Section B – Thomas Cook Airlines Conditions of Carriage, clause 19.3 for the Conditions of Contract and Other Important Notices that apply to all flights purchased through this website.

SECTION D: THOMAS COOK AIRLINES – SCHEDULED FLIGHTS TO/FROM THE USA - CUSTOMER COMMITMENT

1. PART 1: Thomas Cook Airlines Customer Commitment

Here at Thomas Cook we aim to ensure that your air travel experience will encompass, to the best of our abilities, the highest standard of quality and customer care. We have outlined below our 12 point Customer Service Plan, which is provided in accordance with the US Department of Transportation requirements, and is applicable to all Thomas Cook Scheduled flights to and from the USA.

1.1. Offering the lowest fare

We commit to providing you with the lowest fares possible through our websites and our Call Centres, however, we cannot guarantee that fares may not be offered at a reduced rate through other channels.

1.2. Allowing reservations to be cancelled without penalty

When you make a reservation through the Thomas Cook Call Centre, or purchase a ticket on thomascookairlines.com one week or more prior to your flight, we will allow you to cancel without penalty within 24 hours of booking.

1.3. Providing prompt Ticket refund

Thomas Cook will ensure that any refunds are processed in a timely manner. We commit to issuing the refund back to the original form of payment, following deduction of any administrative fees. Credit card refunds will be issued within 7 working days, and any other payments will be issued within 20 working days of the request being submitted.

1.4. Disclosing cancellation policies and aircraft configuration

Our website and Call Centre provide details of our services, policies and aircraft configuration to ensure that you have access to all the information you need, and we commit to ensuring that this information is kept up to date. To be specific the following will be made available:

- Aircraft seat map, including identification of toilets
• Fare rules that apply to your ticket and travel, including cancellation policies.

1.5 Notifying our customers of changes to their travel itineraries

Flight schedules may change due to unforeseen circumstances and we commit to ensuring that you will be contacted as soon as it is practical to do so with any revision to your itinerary. Our websites and Call Centres will also display all up to date schedules.

1.6 Notifying our customers of known delays, cancellations and diversions

We commit to providing you with an update on any known delays, cancellations and diversions within 30 minutes of Thomas Cook becoming aware of the change. These updates will be provided by any of the following means:

• SMS messages (if you have provided us with your mobile number when registering Advanced Passenger Information)
• Letters issued by our handling agents
• Check-in desk if known at this stage
• Notice boards at the airport
• The departure gate
• On our website
• Via our Call Centres.

1.7 Services provided to mitigate inconvenience resulting from flight cancellations and misconnections

In the event that your flight is delayed or cancelled we will commit to the following:

• Inform you, or your booking agent in advance of any flight cancellations where it is practical to do so
• Re-book you onto the next appropriate flight at no charge (cancellations only)
• Where you miss connecting flights as a result of a Thomas Cook delayed flight, and this forms part of the contractual agreement with Thomas Cook, we will transfer you onto the next available flight at no additional cost to you
• We will ensure that appropriate snacks/meals, accommodation and transport is provided where it is practical to do so
• We commit to providing you with regular updates

1.8 Properly accommodating passengers with disabilities and other special needs

Should you or any member of your party have special requirements, we will do our best to service these where they are reasonable, and it is practical to do so. Our staff are trained and mindful of the needs and requirements of our customers who need additional assistance, and will take all reasonable steps to do so. We commit to ensuring that our customers will not be discriminated against on the basis of a disability. Below are examples of some of the additional services we can offer:
• Wheelchair assistance to the boarding gate, and pre-boarding
• Appropriate seating to your needs and that of a travelling companion if assistance is required
• Carriage of oxygen, or other medical supplies you may require during your flight, as long as these are in line with Thomas Cook Policy
• Carriage of guide dogs, or other animals that provide guiding support

1.9 Meeting customers’ essential needs during lengthy tarmac delays

Although rare, delays sometimes occur after customers have boarded the aircraft. In the event that this happens we commit to providing you with timely updates, and will ensure you have access to toilet facilities, water, food and medical assistance, where it is safe and practical to do so.

1.10 Handling passengers with fairness and consistency in the case of oversales

We do not deny boarding to a flight for the explicit reason of excess sales. However, due to administrative errors, this may occasionally arise. Where this is the case we will ask for volunteers initially and provide a compensatory incentive, which will be in the form of vouchers, and we will ensure that consideration is given to those with special needs, the elderly and families. If an insufficient number of volunteers cannot be found, then you may be denied boarding. In these circumstances we will provide you with travel arrangements on another flight, free of charge, and welfare arrangements appropriate to the length of any waiting time to your new flight. You will also be entitled to compensation. If you fail to check-in on time, or meet the contracted conditions of carriage, you may be denied boarding without compensation.

1.11 Delivering baggage on time

We make every effort to ensure that your luggage arrives at your destination. If, due to the failure of our suppliers, your luggage does not arrive we will commit to deliver this to you within 24 hours where it is practical to do so, as long as you have completed a PIR (Property Irregularity Report) form at the airport with our handling agents. We will also refund any reasonable out of pocket expenses, to cover for emergency supplies. Full details of our limits for lost/damaged/delayed baggage can be found in our conditions of carriage. For an update on the status of any delayed baggage please contact: + 44 161 850 0136.

1.12 Ensuring responsiveness to customer complaints

We are dedicated to providing you with an excellent quality and standard of service. In the event that you are unhappy with any aspect of your experience with us we commit to the following:

• Acknowledge receipt of any enquiry within 30 days
• Respond to any enquiry, following a full investigation within 60 days of receipt
• Should you wish to contact us full details can be found at www.thomascook.com/customer-relations
• We aim to resolve enquiries quickly; however, if you remain unhappy with our response you may contact the US Department of Transportation on http://airconsumer.dot.gov.
2. **Part 2: US secure and API – Terms and Conditions**

**DISCLAIMER**

For security reasons the US, most EU States, and other countries now require airlines to provide details about their passengers before they travel. This is known as Advanced Passenger Information (API). API is designed to enhance border security by providing Border Control Agencies with pre-arrival and departure manifest data on all passengers.

The Advanced Passenger Information Thomas Cook Airlines collects from you includes your passport details and for customers travelling to the USA, the 1st nights address in the USA. It is important that the information provided is accurate so you pass through check-in at your departure airport and Immigration on arrival in the USA without delay.

Thomas Cook Airlines strongly recommends that you provide the Advanced Passenger Information no later than 7 days before departure. (If you have booked within 7 days of departure your details will be collected at check-in).

All information provided by you, or on your behalf by a designated third party, must be true and correct. Thomas Cook Airlines will not be responsible for any refunds or costs you incur if you are denied boarding due to your failure to provide Advanced Passenger Information on our website or the information you provide is inaccurate.

Accurate completion of the Advanced Passenger Information (along with satisfying all other entry requirements such as holding any required visa and valid passport) establishes that you are eligible to travel, but does not establish that you are admissible at the port of entry at your destination. Upon arrival at your destination, you will be inspected by a Customs and Border Protection officer at a port of entry who may determine that you are inadmissible for any reason under the laws of the country you are visiting.

3. **Part 3: US Tarmac delay plan**

**Lengthy Tarmac Delays**

Although rare, delays sometimes occur after customers have boarded the aircraft. In the event that this happens we commit to providing you with timely updates, and will ensure you have access to toilet facilities, water, food and medical assistance, where it is safe and practical to do so. On the few occasions where flights are delayed whilst passengers are on board (known as a tarmac delay) we will take all reasonable steps to ensure you are made as comfortable as possible. Tarmac delays are situations which Thomas Cook Airlines UK always tries to avoid. However, sometimes weather, gate-space limitations, visibility, airport conditions, mechanical issues, Air Traffic Control requirements, or other uncontrollable circumstances cause unavoidable ground delays.

**Lengthy Tarmac Delay Contingency Plan for USA Flights**

For international flights that depart from or arrive at a U.S. airport, Thomas Cook Airlines UK has established a Contingency plan.
In the event of a lengthy onboard delay prior to take off or upon landing, our Operations Coordination Center will coordinate with the Pilot-in-command, the local Airport Operations Team, and authorities at the airport to fulfil our plan.

**Contingency Plan**

For international flights covered by this Plan that depart from or arrive at a U.S. airport, Thomas Cook Airlines will not permit an aircraft to remain on the tarmac for more than four hours before allowing passengers to deplane

Unless:

The pilot-in-command determines there is a safety-related or security-related reason why the aircraft cannot leave its position on the tarmac to deplane passengers

Or:

Air traffic control advises the pilot-in-command that returning to the gate or another disembarkation point elsewhere in order to deplane passengers would significantly disrupt airport operations.

**Passenger Services During a Lengthy Onboard Ground Delay**

Thomas Cook Airlines UK will:

Provide passengers with adequate food and water no later than two hours after the aircraft leaves the gate (in the case of departure) or touches down (in the case of arrival) if the aircraft remains on the tarmac (unless the pilot in command determines that safety or security considerations preclude such service)

- Ensure that operable lavatory facilities will remain available while the aircraft remains on the tarmac
- Ensure adequate medical attention is available, if needed
- Notify passengers regarding the status of the delay every 30 minutes, including reasons for the delay, if known.
- Notify passengers every 30 minutes that they may get off the aircraft, if this is possible.

**Resources**

Thomas Cook Airlines UK has taken steps to ensure that sufficient resources are available to implement this contingency plan for lengthy tarmac delays, when necessary.

In the event that you are on a flight operated by one of Thomas Cook Airlines UK codeshare partners, the tarmac delay contingency plan of the carrier operating your flight will apply in the event of a tarmac delay.