

Terms and Conditions

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Please refer to page 15 for the Index to Section B –Conditions of Carriage for Thomas Cook Airlines Limited, which are applicable when your Flight is operated by Thomas Cook Airlines.

Explanation of 'Booking Conditions' and 'Conditions of Carriage'

Our Booking Conditions apply when you make any Booking on the Thomas Cook Airlines website - www.thomascookairlines.com, including bookings for Flights operated by other airlines. If your Flight is operated by another airline that is not Thomas Cook Airlines you should check that airlines' Terms and Conditions of Carriage in addition to our Booking Conditions.

Terms and Conditions of Carriage – These are applicable when you are travelling on a Flight operated by Thomas Cook Airlines only. They include information about what you need to do before, during and after your Flight.

SECTION A: BOOKING CONDITIONS

1. Your Contract

This website is operated by Thomas Cook Airlines Limited. When you book a Flight on this website, Thomas Cook Airlines Limited will process your payment. Where we operate your Flights your contract will be with Thomas Cook Airlines Ltd. Where your Flight is operated by another Airline, your contract will be with Thomas Cook Tour Operations Limited. These Booking Conditions will apply to your Booking. Additionally, where we operate your Flight(s) the Conditions of Carriage found in Section B will also apply. However, where your Flights are operated by another Airline their separate Conditions of Carriage will apply (we can provide you with a copy of these on request).

When you book via this website, your Booking will not form a 'package' under the Package Travel and Linked Travel Arrangements Regulations 2018.

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 the Booking you make using this website.

"Conditions" means these terms and Conditions and the applicable Conditions of Carriage.

"Fare" means one of the following:

"Economy Light Fare" means our basic fare with no extras. Extras such as seat reservations or hold baggage can be added during the booking journey.

"Economy Fare" means our standard economy fare with some extras included.

"Flex Fare and Booking with Flex Option" allows you to have more flexibility with changes to your Flights as well as cancellation.

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

"Force Majeure" means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances will usually include, but are not limited to, war, serious security problems such as terrorist activity, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long overnight delays or cancellations of one or more Flights), the inability of Thomas Cook Airlines to operate Flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of Airline(s) to enter any airspace), civil unrest or events arising out of political instability, industrial dispute or strikes, fire, natural or nuclear disaster, bad weather and all similar circumstances and in all such cases whether, actual or threatened.

"SDR" means Special Drawing Rights which is an international monetary unit, set up by the International Monetary Fund. International Conventions, such as the Montreal Convention, refer to monetary values using the SDR 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 to or from the UK. If you book a return Flight, this will comprise two Sectors – e.g. on a return Flight to the UK, the initial Flight departing the UK will be the first Sector and the returning Flight will be 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. [Prices on this Website](#)

Prices on the website

It is possible that the price of your Flight may go up or down from the advertised price due to live Flight pricing. Whilst prices and availability are updated regularly on our website and marketing communications, they may change prior to you completing your Booking with us.

It is rare, but occasionally we may display an incorrect fare in error. If we do, we will give you the option to:

- pay any difference between the price advertised in error and the actual price; or
- cancel the tickets purchased, where we will provide a full refund of the price you have paid. If you choose to cancel, we will refund any reasonable, non-refundable, out of pocket expenses incurred by you before we made you aware of the error. Any expenses claimed must be supported with valid receipts.

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.

3. [Making a Booking](#)

You must be at least 18 years old to make a Booking with us. The person named first in the Booking will be the 'lead passenger'. As the lead passenger you accept and confirm that you have authority and consent to accept these Booking Conditions and the applicable Conditions of Carriage for yourself, all members of your party and any subsequently added or substituted members. The lead passenger also agrees to provide full and accurate information relating to the Booking to the rest of the party.

When you book you will:

- have to pay the full cost of the Flight and any other services you book at the same time; and
- be responsible for the total cost of the Booking including any insurance premiums and any cancellation or amendment charges applicable.

Travel Agent Bookings: Any travel agent using this website or Booking platform is not an agent for us. No commission or other payment will be due from us to any travel agent making a Booking on this website/Booking platform, and no agency agreement will 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 or (where necessary) Package ATOL Certificate and pay APC to the Air Travel Trust.

4. [Group Bookings](#)

The below terms and Conditions only apply where your Booking includes 10 or more passengers as one group.

Group Payment Terms: We can accept a deposit or payment for the full amount of your Booking, which we will request at the time of Booking. Where you book less than 12 weeks before departure, you will be required to pay the full amount of your Booking. If you choose to pay a deposit only, the minimum payment will be 20% of the full group Booking ("**minimum deposit**"). 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, we only accept one payment method per group Booking. This means that you will have to use the same credit or debit card to pay for the full group Booking. **Please bear this in mind when making a group Booking as we will not be able to accept any other payment methods.**

Group Cancellations: The following will apply when you cancel your group Booking:

- Cancellations made within 12 weeks of travel - will be completely non-refundable;
- Cancellations made more than 12 weeks before travel:
 - we will charge you the deposit you have paid.
 - if you have made full payment for your group Booking more than 12 weeks prior to your departure date, we will refund you the full amount less the '**minimum deposit**'.

Group Seats and Extras: We will allocate seat numbers for the group. However, if your Flights are being operated by Thomas Cook Airlines and you would like to choose your seating, you can purchase the "Choose Your Seat" service during the Booking stage. If you are travelling with sports equipment, this will be charged in full when you add it to your Booking. These services are non-refundable and we will advise you of the applicable charges before you complete your Booking.

Group 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 up to 28 days before departure. If you notify us within 28 days this will be treated as a name change and will be subject to an administration charge of up to £70 per person per Flight. You cannot change names within 25 hours of your scheduled departure. If you do, this will be treated as a cancellation and our cancellation terms will apply.

5. [Confirmation of Bookings](#)

When you book with Thomas Cook Airlines via this website or by phone, we will e-mail a confirmation itinerary to the e-mail address you provided when making the Booking. At this stage, the contract between us and you will commence.

Please check your confirmation itinerary together with all other information and documents we send you as soon as you receive them and let us know immediately if any of the information is incorrect as it may not be possible to make changes later. We do not accept responsibility if we are not notified of any inaccuracies in information supplied to you within 7 days of issue.. You are responsible for any costs/expenses incurred unless we made the mistake and there is good reason why you did not contact us within the time limit.

6. Communication After a Booking is Confirmed

We will communicate with you by e-mail, post, telephone or SMS for the purpose of your Booking where you book directly with us. When you book with us via our website and provide your e-mail address, you authorise us to contact you in relation to your Booking or enquiry and you should check your e-mails regularly. We may also contact you by post or by telephone if we have difficulty contacting you by e-mail or we urgently need a response from you.

If you booked through a travel agent, we will send all communications to your travel agent.

7. Credit Card Fraud

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 will cancel tickets after issue if payment is declined or if you have supplied incorrect credit card information.

We carry out random checks (including checking the electoral roll) to minimise credit card fraud. We may require further information from you for these purposes.

If at any time we discover that payments made to us are as a result of fraudulent activity (including on-board sales) or you provide us with fraudulent information for your Booking, we reserve the right to:

- i. pursue you for any card chargebacks that we receive from credit card providers (and any legal costs that may arise out of the same);
- ii. refuse future Bookings from you;
- iii. cancel your Booking in full; and
- iv. take action against you including supporting criminal prosecutions and a referral to the relevant authorities.

8. 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 when you make your Booking to allow us to make any necessary arrangements for you. To take full advantage of the services we offer, you need to inform us no less than 48 hours before your departure. This also applies if your Flight is operated by another Airline in which case you should contact them or us. If you advise us within 48 hours we and the airport/Airline will try to provide assistance where possible. Please refer to our Special Assistance page <https://www.thomascookAirlines.com/en/fly-with-us/special-assistance/assistance-for-customers.jsp> 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.

We will not refuse carriage due to your disability/reduced mobility. However, in accordance with EC Regulation 1107/2006, in certain circumstances, it may not be possible for us to accept your Booking due to safety reasons or where the size of the aircraft/its doors make it impossible for you to embark/disembark the aircraft.

9. Travel Insurance

Adequate and appropriate travel insurance is essential for your protection. It is advisable that all members of your party take out travel insurance before you travel. For your own peace of mind the

insurance policy should cover you if you have to cancel your Flight or other travel arrangements, any emergencies which may arise while you are away, your baggage and its contents. Please read your policy details carefully when you receive them and take them with you when you travel.

10. Documentation for Travel

Passports and Visas: Please ensure that you have all appropriate documentation (including valid passports and visas) to travel as this is your responsibility and you will not be able to travel without them. The passport, visa and health requirements applicable to British citizens holding a British passport departing from and returning to the UK can be found in our 'Help & FAQ's', which we provide for guidance only. We also recommend that you visit <https://travelaware.campaign.gov.uk/>.

Please ensure that you hold a valid passport in advance of your travel and at least 4 weeks before departure. Please also ensure that your passport's validity complies with any immigration requirements in place at your destination. For more information please visit - [https://www.gov.uk/browse/abroad/passports](https://www.gov.uk/browse/abroad/passports;);

We cannot accept any liability for your failure to hold the required documentation and no compensation, expenses, refund or other sums will be paid to you if you are unable to fly or reach your destination because of incorrect documentation. If you are refused entry into any country you will be required to immediately return to the country you departed from. Any fines, surcharges, financial penalties, costs (including the immediate return Flight) or any other charges that are charged to us will be payable by you.

Flight Tickets: Your Flight ticket will not be honoured and will lose its validity if you do not take your Flights in the sequence provided in the ticket and you will not be entitled to any refund or compensation.

11. Reduced Fares for Children/Infants

Infants under the age of 2 cannot occupy their own Flight seat. For infant Bookings a charge will apply (please refer to '**Families and Children**' on our website for the current fares). For children aged 2 years or over on the day of your return Flight (or last Flight Sector) you will be required to pay the full adult fare as they will be required to occupy a seat. We will advise you of the applicable charges before you complete your Booking with us.

12. In-Flight Meals and Luggage Allowance

In-Flight meals and luggage allowance are included as standard on selected routes. If your chosen route does not include these services as standard, you will be given the option to select these before you complete your Booking for an additional charge. You can also choose to add these after you have booked but before your departure (please refer to '**Fees and Charges**' <https://www.thomascookAirlines.com/en/help-contact/fees-and-charges.jsp> on our website for the latest charges). Charges vary per Flight and are subject to availability. Please check the information shown on our website when you book for the latest details and prices.

13. Airport Check-In

PLEASE NOTE: Passengers booked in the Economy Light Fare must check in online.

The time shown on the itinerary, receipt or any updates to these documents is the scheduled time of departure of the aircraft operating your Flight. The following table sets out the minimum time that

you should present yourself for check-in. **PLEASE NOTE:** times for check-in desks vary by destination, please read any applicable check-in information before you travel. Further information on check in times can be found below and on our website <https://www.thomascookAirlines.com/en/Flight-preparation/check-in.jsp>.

All times are prior to the scheduled time of departure

	UK Departures	Overseas Departures
Short Haul/Medium Haul	3 Hours	2 Hours
Long Haul	4 Hours	3 Hours

All check-in desks close strictly 1 hour before the Flight's scheduled time of departure. Please ensure that you check-in in good time and before the check-in desk closes as failure to do so will mean that you will not be able to travel.

14. [Changes made by Thomas Cook Airlines prior to travel](#)

Changes to Flight times: Before we accept your Booking, we will notify you of the scheduled Flight time, and it will also be shown on your confirmation email. Flight times may change between the date of Booking and the date of your travel. We do not guarantee these times and they do not form part of your contract with us. If you provide us with contact information, we will try to notify you of any such changes as soon as we become aware of them and will send you a revised confirmation itinerary.

Changes to pre-booked Flight services: If, after you have booked, 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 full refund.

*A significant change includes: a change of Flight time that is 12 hours or more, a change of destination or a change to a different UK departure airport. Any other change will be a minor change, which means that you will not be entitled to an alternative Flight or a refund.

PLEASE NOTE: Occasionally your Airline has to make changes on the day of departure that can result in withdrawal or changes to pre-booked Flight services. We will refund any pre-booked services you have paid for if they become unavailable.

Change of Airline or Aircraft: The Flights offered on this website are operated by a range of charter or scheduled Airlines. It may not be possible at the time of Booking to specify the Airline or aircraft type. Thomas Cook Airlines is required to confirm 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 the boarding gate. Your Airline reserves the right to change Airlines or aircraft types at any time and this will be treated as a minor change.

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'** <https://www.thomascookAirlines.com/tcibe/tcauk/en/mybooking/login> facility on this website.

Community ban list: 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 within the EU Community. The Community list is available for inspection. If the Airline you have a confirmed reservation with becomes subject to an operating ban and Thomas Cook Airlines is unable to offer you a suitable alternative, you will be entitled to re-routing or reimbursement under Article 8 of EC Regulation 261/2004.

15. Changes made by you to your Flight Booking

If your Booking is made with Thomas Cook Tour Operations Ltd, this section must be read together with, and is also 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 changes result in a more expensive Booking than the original Booking, you must also pay the price increase. 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:

- less than 25 hours before your first departing Flight
- once you have checked in online.

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

Charges for changes made by you to a Flight Booking prior to travel

SHORT HAUL FLIGHTS to the Balearics, Balkans, Bulgaria, Croatia, France, Italy, Spain & Portugal Mainland.			
Changes possible until 25 hours before departure of first Flight unless online check-in completed.			
	Economy Light Fare	Standard Fare	Flex Fare and Bookings with Flex Option
<i>Economy Class and Economy Plus</i>	No change possible (100% cancellation)	£35 per Sector, per customer plus any increase in fare	Free of charge plus any increase in fare
<i>Name Changes See Note 1 below</i>	No change possible	£35 per Sector only	Free of Charge
<i>Name Correction See Note 1 below</i>	£10 per person per sector	Free of Charge	Free of Charge

MEDIUM HAUL FLIGHTS to the Canary Islands, Cape Verde, Cyprus, Turkey, Egypt, Tunisia, Gambia.			
Changes possible until 25 hours before departure of first Flight unless online check-in completed.			
	Economy Light Fare	Economy Fare	Flex Fare and Bookings with Flex Option

<i>Economy Class and Economy Plus</i>	No change possible (100% cancellation)	£50 per Sector, per customer plus any increase in fare	Free of charge plus any increase in fare
<i>Name Changes</i>	No change possible	£50 per sector only	Free of charge
<i>Name Correction See Note 1 below</i>	£10 per person per sector	Free of Charge	Free of Charge

LONG HAUL FLIGHTS to the USA, Canada, Caribbean, Central and South America, Sub-Saharan Africa, Middle East, Asia and Australia. Changes possible until 25 hours before departure of first Flight unless online check-in completed.			
	Economy Light Fare	Economy Class Fare	Flex Fare and Bookings with Flex Option. See Note 2 below.
<i>Economy Class</i>	No change possible (100% cancellation)	£100 per Sector, per customer plus any increase in fare	No charge increase in fare only
<i>Premium Class</i>	No change possible (100% cancellation)	£150 per Sector, per customer plus any increase in fare	No charge increase in fare only
<i>Name Changes See Note 1 below</i>	No change possible	£100 per sector only £150 per sector premium class	Free of charge
<i>Name Correction See Note 1 below</i>	£10 per person per sector	Free of Charge	Free of Charge

PLEASE NOTE: 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 increase. No refund will be given if the current fare is lower. You cannot transfer your Booking to a departure date more than 3 months after your original departure date without incurring cancellation charges.

Note 1: The names of passengers travelling on a booking can only be changed no later than 25 hours before your first departing Flight. However, please be advised once a booking has checked in online, no change of names of passengers can be made. If the booked arrangements are more expensive at the time of the change of the names of passengers than when the booking was originally made, you must pay the price difference. If the arrangements are less expensive at the time of the change of the names of passengers than when the original booking was made, you will not be entitled to any refund of the difference. On return Flights, the names of the passengers travelling on each Sector must match. It is not possible to have different names on each Sector. A name can be corrected by up to 3 letters for any passenger on a booking and there is an administrative fee for this if you have booked an Economy Light Fare of £10 per person per sector, all other fare types allow a name change free of charge.

Note 2: Flex Fare are Bookings with Flex Option – this is only available when booking an ‘Economy Class Fare’ and not available with an ‘Economy Light Fare’.

16. Cancelling a Flight Booking

All Thomas Cook Airlines fares (and Flight extras) are 100% non-refundable except for the Flex Fare and Bookings with Flex option. This means that if you cancel your Booking for any reason, other than due to Force Majeure, you will be charged 100% of the Booking cost unless you have made your booking in the Flex Fare or with Flex option. Where you cancel, you will be entitled to a refund of UK government air passenger duty (APD) for each cancelled Flight. In order to claim your refund please contact us within 28 days of the departure date of the cancelled flight, you will need to pay a £25 administrative fee per booking. Check your travel insurance for other circumstances when you may be able to cancel and claim on your insurance.

If you have booked the Flex Fare or made a booking with Flex Option, you may cancel your booking no later than 25 hours before your first departing Flight. However, please be advised once a booking has checked in online, no cancellations can be made. Thomas Cook Airlines will refund the full fare and charge a cancellation fee per customer, per Sector, per cancellation (see table below).

Charges for cancellation of a Flight made by you to a Flight booking in the Flex Fare or with Flex Option prior to travel

	SHORT HAUL FLIGHTS Flights to the Balearics, Balkans, Bulgaria, Croatia, France, Italy, Spain & Portugal Mainland. Changes possible until 25 hours before departure of first Flight unless online check-in completed.	MEDIUM HAUL FLIGHTS Flights to the Canary Islands, Cape Verde, Cyprus, Turkey, Egypt, Tunisia, Gambia. Changes possible until 25 hours before departure of first Flight unless online check-in completed.	LONG HAUL FLIGHTS Flights to the USA, Canada, Caribbean, Central and South America, Sub-Saharan Africa, Middle East, Asia and Australia. Changes possible until 25 hours before departure of first Flight unless online check-in completed.
<i>Economy Class and Economy Plus</i>	£35 per Sector, per customer	£50 per Sector, per customer	£100 per Sector, per customer
<i>Premium Class</i>			£150 per Sector, per customer

17. Conditions of Airlines

Where your Flight is operated by another Airline, their Conditions of carriage will apply to your Booking. This means that Thomas Cook Tour Operations Ltd will rely on the provisions of the other Airline’s Conditions of carriage as if they form part of these Conditions. However, if the terms of your Airline’s Conditions of carriage and these Conditions conflict, these Conditions will take priority over the conflicting term(s).

18. Situations outside Thomas Cook Airline's control

Unless otherwise stated in these Booking Conditions, we will not be liable for the following where they are a result of Force Majeure:

- compensation, damages, expenses, costs, losses and any other amount of any description;
- circumstances where your Airline has to change or cancel your Flight;
- circumstances where your Flight cannot be provided as or when agreed; and/or
- circumstances where your Flight arrangements prove deficient or you suffer any loss or damage of any description.

19. Your Responsibility for Your Actions

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. We will refuse carriage of you/your baggage at any time if we believe that your actions are or are likely to threaten the safety, wellbeing or security of other passengers or our staff. For more information please refer to **“Passenger Conduct” on Page number []** in our Conditions of Carriage (Section B) .

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 of you being refused carriage under this clause. If you are refused carriage on the first Sector of your Flight, we can refuse carriage on your return Flight or any other Sector(s).

When in Flight, all Airline regulations only permit the consumption of alcohol that is purchased or provided from the on-board bar service.

20. Your Financial Protection

Not all Flights offered and sold by us will be financially protected under the ATOL scheme. This website will provide you with information on the protection that applies in the case of each travel service offered before you make your Booking. If you do not receive an ATOL certificate then your Booking will not be ATOL protected. If you do receive an ATOL Certificate but not all the parts of your trip are listed on it, only those parts that are listed will be ATOL protected. For more information about financial protection and the ATOL Certificate, go to www.caa.co.uk.

Flights purchased from Thomas Cook Airlines will **NOT** be ATOL Protected.

If you purchase a Flight from Thomas Cook Tour Operations Ltd (ATOL number 1179) your Flight **WILL BE** ATOL protected.

When you receive an ATOL Certificate for Thomas Cook Tour Operations Ltd Bookings, 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.

21. Complaints

If you are not satisfied with your Flight arrangements please let us know as soon as possible by notifying one of our representatives at the Airline/airport/on-board the Flight. If you are still not satisfied please contact our Customer Relations team using the contact details on our website which can be found at www.thomascookairlines.com/Customer-relations.

If you have a complaint regarding any issue after you have travelled please visit www.thomascook.com/customerrelations to submit your complaint via webform (email or letter) or phone us on 01733 224814. Alternatively, you can write to us at Customer Relations Department, Westpoint, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ.

We will acknowledge receipt of your complaint within 7 days and look to respond 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 do not follow the procedure above it may reduce or extinguish any rights you have to claim compensation from us and it may prevent us from investigating your complaint properly. Any compensation due to you may be reduced or extinguished if steps could have been taken to reduce or extinguish the loss or damage suffered had you notified us at the appropriate time.

Arbitration Schemes:

If your Booking is made with **Thomas Cook Tour Operations Ltd (TCTO)** ABTA's Code of Conduct will apply, as TCTO is a member of ABTA (under membership number V6896) 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, please go to 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 or by contacting ABTA at 30 Park Street, London, SE1 9EQ, Tel: 020 3117 0500. **Please note, the ABTA Arbitration Scheme does not apply to complaints solely relating to your Flight.**

Thomas Cook Airlines Limited: if your Booking is made with Thomas Cook Airlines Limited, you have access to our Aviation Alternative Dispute Resolution (ADR) scheme which has been approved by the Civil Aviation Authority (the CAA), and is provided by the Centre for Effective Dispute Resolution (CEDR). CEDR is an independent dispute resolution provider certified by the CAA to adjudicate disputes between Airlines and their passengers that have not been resolved through the Airline's own complaints procedure. If Thomas Cook Airlines can't resolve your complaint, you can use the ADR scheme provided by CEDR for an independent determination to be made. You can find out how to send your complaint to CEDR by visiting their website www.cedr.com/aviation.

22. Thomas Cook Worldwide Vouchers and 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.
2. Please send your vouchers together with your contact details by Special Delivery to:
Thomas Cook Sales Accounting, Westpoint, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ.
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.

If your voucher amount is more 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, Travellers 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 on ThomasCookAirlines.com or through the call centre.

23. Data Protection

In order to process your Booking, we will require you to provide us with personal data relating to each person travelling on your Booking (including children and infants). We will collect this information at all times in accordance with our privacy policy. For full details of how we may use your data please view our Privacy Policy at www.thomascookAirlines.com.

24. Law and Jurisdiction

Unless provided by law, these Booking Conditions and any Bookings made by you for carriage by us will be governed by the laws of England and Wales and any dispute between you and us concerning your carriage (including the carriage of your baggage) in any way shall be subject to the jurisdiction of the Courts of England and Wales. However, where a dispute concerning your carriage (including the carriage of your baggage) arises between you and:

- Thomas Cook Tour Operations Ltd, such dispute will be dealt with under the ABTA arbitration scheme if we are unable to resolve your claim in the first instance (if applicable and if the scheme is available for the claim in question) (see clause 21 above); or
- Thomas Cook Airlines Limited, such dispute will be dealt with under the CEDR arbitration scheme if we are unable to resolve your claim in the first instance (where applicable and if the scheme is available for the claim in question) (see clause 21 above).

25. Thomas Cook Tour Operations Ltd - Liability to You for Bookings with other Airlines

If we issue a ticket for another Airline, we do so as agent for the other Airline. In these circumstances

the liability of each Airline operating your Flight(s) will be determined by their own separate Conditions of carriage (as well as these Booking Conditions). 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. Thomas Cook Tour Operations Ltd is not an Airline or air carrier and does not enter into a contract for carriage directly 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.

If 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 (as may be amended in either case) 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).

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/claim you have raised.

26. Thomas Cook Airlines Liability for Damage

Air carrier liability for passengers and their baggage

This clause 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. For deaths, this advance payment will 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. Our liability for baggage delay is limited to 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. **More information can be found on our webpage** <https://www.thomascookAirlines.com/en/Flight-preparation/check-in/baggage/lost-or-damaged-baggage.jsp>

See our online help for more information on hand and hold luggage restrictions:

<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.

27. EC Regulation 261/2004

If your Flight ticket is downgraded, your Flight is cancelled or delayed or you are denied boarding by us or any Airline operating your Flight(s), you may be entitled to compensation under EC Regulation 261/2004. If you are entitled to such compensation, you are entitled to claim that compensation (and any applicable recoverable expenses) from the applicable Airline. Any sums received by you in this context will constitute your full entitlement to compensation under EC Regulation 261/2004. If, for any reason, you do not claim against the Airline and make a claim for compensation against us, you agree to assign the rights you have against the actual Airline operating your Flight to us. Please refer to our policy "**Customer Rights: EC Regulation 261/2004**" at <https://www.thomascookAirlines.com/en/help-contact/ec-regulation-2612004.jsp> for more information.

Any action in court to claim compensation must be brought within 6 years of the delay, cancellation or denied boarding.

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Definitions

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

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

"**You**", "**your**", "**yourself**" and "**passenger**" means any person, except members of the crew, carried or to be carried under an Electronic Ticket or a Ticket .

"**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 any personal property which you pack to accompany you on 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 your 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 the statements and notices provided to you with your Ticket, which incorporate these Conditions of Carriage.

"**Convention**" means whichever of the following instruments apply:

- Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- The Warsaw Convention as amended at the Hague on 28 September 1955;
- The Warsaw Convention as amended by Additional Protocol No 1 of Montreal (1975);
- The Warsaw Convention as amended at the Hague and by Additional Protocol No 2 of Montreal (1975);
- The Warsaw Convention as amended at the Hague and by Additional Protocol No 4 of Montreal (1975);
- The Guadalajara Supplementary Convention (1961); and/or
- The Montreal Convention (1999).

"**Damage**" includes death, wounding and bodily injury of a Passenger, loss, partial loss, theft of and other damage to Baggage arising out of or in connection with carriage or other services provided 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 will not count.

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

"**Fare**" means one of the following:

"**Economy Light Fare**" means our basic fare with no extras. Extras such as seat reservations or hold baggage can be added during the booking journey.

"**Economy Fare**" means our standard economy fare with some extras included.

"**Flex Fare and Booking with Flex Option**" allows you to have more flexibility with changes to your Flights as well as cancellation.

"**Force Majeure**" means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances will usually include, but are not limited to, war, serious security problems such as terrorist activity, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long overnight delays or cancellations of one or more Flights), the inability of Thomas Cook Airlines to operate Flights as a result of the United Kingdom's decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of Airline(s) to enter any airspace), civil unrest or events arising out of political instability, industrial dispute or strikes, fire, natural or nuclear disaster, bad weather and all similar circumstances and in all such cases whether, actual or threatened.

"**Package Travel Regulations**" means the Package Travel and Linked Travel Arrangements Regulations 2018 (as amended, varied or superseded from time to time), which can be found at <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

"**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 set up by the International Monetary Fund. International Conventions, such as the Montreal Convention, refer to monetary values using the SDR unit.

"**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 which you carry on-board the aircraft you are travelling on.

SCOPE

1. General

1.1 Unless otherwise stated, these Conditions of Carriage apply when we are the operator of your Flight or where the Airline Designator Code identifies us as the carrier.

1.2 This website is operated by us and when you make a Booking your payment will be processed by us. Your contract will be with:

- us if your Booking includes Flights operated by Thomas Cook Airlines only; or
- Thomas Cook Tour Operations Limited if your Flights are not being operated by us.

Please refer to our Booking Conditions in Section A for more information.

1.3 Some Flights and services which you book on our website are not operated by us/are not codeshare Flights. We act as agent in these circumstances for the operator of the Flight/the applicable service provider. This means that the Conditions of carriage/terms of Conditions for each of these Airlines and suppliers (as applicable) will also apply to your Booking. You must read these documents before you complete your Booking with us. Copies of these are available on request.

1.4 You may use our website to book Flights with any of our Group Airlines (e.g. Condor Flugdienst GmbH, Thomas Cook Airlines Scandinavia A/S and Thomas Cook Airlines Balearics SL). Where you book with one of our Group Airlines, your carriage will be subject to the Conditions of carriage of the Group Airline you have booked with. These can be found on the relevant Airlines' websites and your contract will be with Thomas Cook Tour Operations Limited.

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 or TCX.

3. Conflict of Laws

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

4. Charter Agreement /Tour Operator Conditions

If you are travelling on a package holiday, your carriage will also be subject to the terms and Conditions of your tour operator. If there is inconsistency between your tour operator's terms and Conditions and these Conditions of Carriage the latter will prevail.

5. Travel Agent Bookings

5.1 If the person who makes the Booking for you is a travel agent, the 'lead passenger' will be the

first customer named as travelling on the Booking.

5.2 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.

5.3 It is the travel agent's own responsibility to ensure that they comply with any legal or regulatory requirements including holding their own ATOL licence under which they can issue a Flight Only or Package ATOL Certificate and pay the necessary APC to the Air Travel Trust.

6. Conditions of Carriage Prevail over Policies and Procedures

Unless otherwise provided, in the event of inconsistency between these Conditions of Carriage and any policy or procedure we may have for dealing with a particular subject, these Conditions shall prevail.

SUCCESSIVE CARRIERS AND CODESHARES SERVICES

7. Codeshare Services

7.1 We have arrangements with certain other carriers to enable us to provide Codeshare services to passengers on Flights operated by these carriers. Transportation provided by us under a Codeshare arrangement with these carriers is designated by a Flight number that includes our two letter Airline designated code "MT" or 'TCX'.

7.2 For Codeshare services on Flights operated by another carrier, we are responsible for the entirety of the Codeshare journey for all obligations to passengers established in these Conditions of Carriage. The Conditions contained herein with respect to ticketing will apply to our Codeshare services on Flights operated by partner Airlines. However, each Codeshare partner has rules respect to the operation of its own Flights and these may differ from our rules for Flights which we operate. Such rules are incorporated herein by reference and form a part of this contract for carriage. The rules with respect to operations that may differ between us and our partners include, but are not limited to:

- i. check-in time limits;
- ii. unaccompanied minors;
- iii. carriage of animals;
- iv. denied boarding compensation;
- v. baggage acceptance and allowances;
- vi. refusal of carriage;
- vii. claims restrictions.

7.3 Our website contains a list of the carriers that operate Flights for Codeshare services provided by us and has links to those carriers' websites. For Flights operated by one of our partner Airlines, passengers should review the partner Airline's rules (available on the partner Airline's website) to familiarise themselves with matters such as check-in times, baggage allowances, denied boarding compensation and baggage rules prior to concluding your Booking. More information can be obtained by contacting us.

We will advise you at the time of Booking when a Flight is to be operated by another carrier under a Codeshare arrangement.

PAYMENT AND FARE

8. Basis of our fares

Our prices and fares are based on carriage from the airport at your point of origin to the airport at your point of destination(s) on the dates/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 you is calculated in accordance with the Tariff at the date/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 you pay.

9. Pricing Mistakes

9.1 It is possible that the price of your Flight may go up or down from the advertised price due to live Flight pricing. Whilst prices and availability are updated regularly on our website and marketing communications, they may change prior to you completing your Booking with us.

9.2 It is rare, but occasionally we may display an incorrect fare in error. If we do, we will give you the option to:

- pay any difference between the price advertised in error and the actual price; or
- cancel the tickets purchased, where we will provide a full refund of the price you have paid. If you choose to cancel, we will refund any reasonable, non-refundable, out of pocket expenses incurred by you before we made you aware of the error. Any expenses claimed must be supported with valid receipts

9.3 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.

10. Reduced Fares for Children/Infants

Infants under the age of 2 cannot occupy their own Flight seat. For infant Bookings a charge will apply (please refer to '**Fees and Charges**' on our website for the current fares). For children aged 2 years or over on the day of your return Flight (or last Flight Sector) you will be required to pay the full adult fare as they will be required to occupy a seat. We will advise you of the applicable charges before you complete your Booking with us.

11. Booking and Payment

- a. You must be at least 18 years old to make a Booking with us.
- b. The person named first in the Booking will be the 'lead passenger'. As the lead passenger you accept and you accept and confirm that you have authority and consent to accept these Booking Conditions and the applicable Conditions of Carriage for yourself, all members of your party and any subsequently added or substituted members. The lead passenger also agrees to pass all information relating to the Booking to the rest of the party.
- c. When you book you will:
 - have to pay the full cost of the Flight and any other additional services you book at the

same time; and

- be responsible for the total cost of the Booking including any insurance premiums, cancellation or amendment charges applicable.
- d. If, after making your Booking, your card payment is declined for any reason, your Booking will be cancelled as soon as we become aware.
- e. Your Flight confirmation will be emailed to you shortly after you book online. You do not need to present a printed copy of your Flight confirmation at check in, but you will need to have the following available at the check-in desk:
- valid passport; and
 - any relevant travel documents at check-in.

If you do not have these documents, you will not be able to travel. Further details on document requirements are set out at section 20 below. Please ensure that you check this before you arrive at the airport.

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

12. Taxes and Charges

When you purchase your Ticket we will advise you of any taxes, fees and charges, which will also be shown separately on your ticket. You will also be required to pay any additional taxes or charges made by local governments, other local authorities, or by the operator of an airport in place when you travel.

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.

13. 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.

14. 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.

RESERVATIONS AND FLIGHT SERVICES

15. General Changes

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.

16. Aircraft

- 16.1 We cannot guarantee that the aircraft type and model specified to you will be available for your Flight(s). We can substitute a different aircraft type and model which may have a different seating plan or provide different Pre-Booked Flight Services to those originally booked. Please refer to clause 17 below for further information on our Flight services.
- 16.2 Sometimes it is necessary for us to use aircraft operated by another Airline on our behalf. If this happens we will try to make sure that you receive the same type of in-Flight service, entertainment and baggage allowance as provided by our own fleet, but we cannot guarantee that this is always possible. Please refer to clause 17 below for further information on our Flight services.

17. Flight Services

When you book with us, you will be given the option to select pre-bookable Flight services (see below). If you select any of these, the following terms will apply:

- 17.1 Where we refer to pre-bookable Flight services in these Conditions of Carriage, these services include the following. Please note important information about the Conditions for each service type:

i. **Extra Leg Room Seats** – to qualify for these seats you must:

- be 16 or over;
- be physically fit and fully mobile;
- not suffer from any neck, back or leg problems;
- not require use of a mobility aid;
- not be pregnant;
- not require an extension seatbelt;
- be able to assist the cabin crew in emergency situations;
- comply with these Conditions of Carriage; and
- comply any requirements of the Civil Aviation Authority (which we will advise you of from time to time).

The check-in staff and the operating crew on the day of the Flight can withdraw this service at any time if they believe you do not fulfil this criteria.

- ii. **Choose Your Seat** - this service allows you to choose your Flight seats in advance. When you can choose your seats depends on how you have booked your Flights (e.g. direct with us, with another tour operator or travel agent). For specific information on when you can make your selection, please visit the **Book & Plan** section on our website or check with your tour operator. We do not guarantee reserved seat numbers and can

change them at any point prior and/or during travel.

We also offer Economy Plus seating on selected short and medium haul Flights and Premium Class seating on selected long haul Flights, where you can benefit from additional services. This seating is subject to availability. Please refer to the '**Fly with us**' section of our website for further information.

- iii. **Extra Luggage Allowance:** If you pre-book this service and exceed the weight allowance you selected you will be required to pay an additional excess at the standard check-in rate in place when you travel. If you do not use this service, but have paid for it, you will not be entitled to a refund.
- iv. **Internet Check-In** - For some of our Flights from the UK and selected overseas airports, you can avoid the check-in queues and select to check-in online where you can print your boarding card. This service is available during a limited time before your departure date. Please check the 'Help' and 'Manage My Booking' sections of our website for more information.
- v. **Dietary Requirements** - we will try to cater for any dietary requirements you may have but we cannot guarantee this. Where possible we will offer alternative meal options.

Carriage of Sports Equipment - can be pre-booked/paid for and must be carried in the aircraft hold. For specific weight restrictions and fees for this service please go to '**Book & Plan**' section of our website. Sports equipment include bikes, canoes, scuba equipment, surfboards, golf clubs, hand gliders, kite boards and wind surf boards (see below). We recommend that you have insurance in place to cover the replacement value of all sports equipment that you travel with.

- vi. **Bikes** - You must present your bike(s) at check-in with the:
 - front wheel removed;
 - handlebars turned in line with the frame;
 - pedals either removed or turned inwards;
 - bike packed in a cardboard box (or with some protected layer to prevent damage).
- vii. **Canoes** - All canoes must be packed securely to prevent damage.
- viii. **Scuba Equipment** – to travel with this you must:
 - only carry a maximum of 10kg of scuba diving equipment (if this is exceeded excess baggage charges will apply);
 - empty all air cylinders and set the valves to open (the regulator can stay attached but we recommended that it is removed before you travel);
 - pack all diving equipment securely to prevent damage.
- ix. **Surfboards** - All surfboards must be packed securely to prevent damage.
- x. **Golf Clubs** - All golf clubs must:
 - weigh no more than 15kg (approximately 1/2 set of clubs) per set of Golf

- Clubs; and
 - be packed securely to prevent damage.
- xi. **Hand Gliders** - All hang gliders must
- be no longer than 12ft (144 inches) or 3.65 metres; and
 - be packed securely to prevent damage.
- xii. **Kite Boards** - All kite boards must be packed securely to prevent damage.
- xiii. **Wind Surf Boards** - All windsurfs must:
- be packed in their standard carrying bag with the mast securely attached;
 - have the fin removed; and
 - have the drain plug(s) removed (for boards of a honeycomb construction).

17.2 **Booking pre-bookable Flight services:** some of these services can be booked and paid for with your tour operator or travel agent. Alternatively they can be booked and paid for directly with us. All of these services are subject to availability. If any of the details on the purchase confirmation for these services are incorrect or change prior to departure you must contact us immediately to correct the errors.

Please keep copies of your separate service Booking confirmation(s) with you whilst you travel 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.

18. [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 desks at Gatwick or Manchester. Occasionally the dedicated desk may be changed or withdrawn at short notice due to operational reasons.

19. [Contact Us](#)

If you would like to speak to us about pre-bookable Flight services, please contact us on the following:

19.1 **For Booking Services** – If you would like to add services to your Booking you can do this by:

- Logging into Manage my Booking at: www.thomascookAirlines.com/tcibe/tcauk/en/mybooking/login; or
- by contacting our Sales and Service Centre. Please check with your service provider for any additional charges. **PLEASE NOTE:** a telephone Booking fee of £20.00 will apply if you book a service via telephone if it was available to book online.

19.2 **Refunds Before You Travel** - if you are eligible to claim a refund for pre-bookable services, please:

- Ring our Sales and Service team on 01733 224 330
- quote your Booking reference; and
- provide a brief summary of the reason for your request.

We will aim to respond to you within 28 days from receiving your e-mail.

19.3 Refunds After Travel:

- For Thomas Cook Tour Operations customers (including Manos and Airtours,):
 - please request a Customer Recovery Card from the cabin crew and give this to your overseas representative; or
 - Alternatively, please contact our Customer Relations team at www.thomascook.com/customer-relations and provide us with your
 - boarding card; and
 - a copy of your purchase confirmation showing your booked Flight seats.
- For all other passengers:
 - please contact our Customer Relations team at www.thomascook.com/customer-relations and provide us with your:
 - boarding card, and
 - a copy of your purchase confirmation showing your booked Flight seats.

We will aim to respond to you within 28 days from receiving your e-mail.

PLEASE NOTE: Failure to provide the documents outlined above will delay your refund being processed.

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

TICKETS

20. Requirement for Valid Ticket

- 20.1 Only the person named on your Electronic Ticket will be accepted on the Flight and we may ask you to provide identification. The name on your Electronic Ticket and your passport must be identical.
- 20.2 If you find a discrepancy on your Electronic Ticket please let us know at the latest 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 changes to your Booking, the fees and charges set out in the table in '**Changes made by you to your Flight Booking/pre-booked services**' below will apply.

20.3 An Electronic Ticket can only be transferred to another person when:

- you follow the requirements for ‘**Changes made by you to your Flight Booking/pre-booked services**’ below; or
- your Flight is part of a package holiday and you are permitted under the Package Travel Regulations to transfer your package holiday Booking. The fees in the table in ‘**Changes made by you to your Flight Booking/pre-booked services**’ will apply and will be passed on to you by your tour operator/travel agent.

PLEASE NOTE: You will not be accepted on a Flight without a valid Electronic Ticket and travel documents (please refer to ‘**Travel Documents and Visa Requirements**’ below).

21. Validity

21.1 Unless your Electronic Ticket, these Conditions of Carriage or an applicable Tariff states otherwise, your ticket will only be valid for the transportation shown on the date/time displayed on your Electronic Ticket.

21.2 If you don’t board any Flight specified on your Electronic Ticket, for any reason beyond our control, your ticket will be invalid and we will be under no liability to you.

21.3 The fare that you have paid is based on our Tariff and is for the transport, dates/times shown on your Electronic Ticket. It forms an essential part of our contract with you.

22. Name and Address of Carrier

Our name may be displayed as our Airline Designator Code, or otherwise, on your Ticket. Our address will be the airport of departure shown opposite the "Carrier" box in your Electronic Ticket.

23. Authority of Purchase of Electronic Ticket

23.1 If your ticket is paid for by someone else on your behalf (including, but not limited to friends, family members or travel agents), we will consider that person to be authorised by you to discuss your Booking with us (including cancellations and Flight changes).

23.2 If you wish to cancel or restrict this authority, you must notify us, by calling Thomas Cook Airlines Sales and Service Centre on 01733 224330.

CHANGES BY US. CHANGES BY YOU

24. Changes made by you to your Flight Booking/Pre-Booked Services

24.1 Charges will apply if you need to make any changes to your Flight or to pre-booked Flight services, facilities or other items booked and are subject to the fare and class booked, and 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.

24.2 Where a change to a Flight Booking/pre-booked Flight service can be made, we will charge an administration fee from £30/€36 for each change.

24.3 All changes are subject to availability and cannot be made later than:

- 25 hours before your first departing Flight .

PLEASE NOTE: once you have checked in online no changes can be made to your Booking.

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

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

- For any pre-booked services i.e. extra leg room seats, champagne, toys, etc. please contact us immediately, as your reservation will not be transferred to your new Flight automatically. Please contact our Sales & Service team who will make the adjustments for you using the Contact Us page. The lead name on the booking should contact us, and they will need their booking reference to do this.
- 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.

25. 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.

SHORT HAUL FLIGHTS to the Balearics, Balkans, Bulgaria, Croatia, France, Italy, Spain & Portugal Mainland.			
Changes possible until 25 hours before departure of first Flight unless online check-in completed.			
	Economy Light Fare	Economy Fare	Flex Fare and bookings with Flex Option
<i>Economy Class and Economy Plus</i>	No change possible (100% cancellation)	£35 per Sector, per customer plus any increase in price	Free of charge plus any increase in price
<i>Name Changes See note 1 below</i>	<i>No change possible</i>	<i>£35 per sector only</i>	<i>Free of charge</i>
<i>Name Correction See Note 1 below</i>	£10 per person per sector	Free of Charge	Free of Charge

MEDIUM HAUL FLIGHTS to the Canary Islands, Cape Verde, Cyprus, Turkey, Egypt, Tunisia, Gambia.

Changes possible until 25 hours before departure of first Flight unless online check-in completed.

	Economy Light Fare	Economy Fare	Flex Fare and bookings with Flex Option
<i>Economy Class and Economy Plus</i>	No change possible (100% cancellation)	£50 per Sector, per customer plus any increase in price	Free of charge plus any increase in price
<i>Name Changes See note 1 below</i>	<i>No change possible</i>	<i>£50 per sector only</i>	<i>Free of charge</i>
<i>Name Correction See Note 1 below</i>	£10 per person per sector	Free of Charge	Free of Charge

LONG HAUL FLIGHTS to the USA, Canada, Caribbean, Central and South America, Sub-Saharan Africa, Middle East, Asia and Australia.

Changes possible until 25 hours before departure of first Flight unless online check-in completed. Flights over 7 hours in duration.

	Economy Light Fare	Economy Class Fare	Flex Fare and bookings with Flex Option. See Note 2 below.
<i>Economy Class</i>	No change possible (100% cancellation)	£100 per Sector, per customer plus any increase in price	Free of charge plus any increase in price
<i>Premium Class</i>	No change possible (100% cancellation)	£150 per Sector, per customer plus any increase in price	Free of charge plus any increase in price
<i>Name Changes See note 1 below</i>	No change possible	£100 per sector only and £150 per sector premium class	Free of charge
<i>Name Correction See Note 1 below</i>	£10 per person per sector	Free of Charge	Free of Charge

PLEASE NOTE: 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 increase. No refund will be given if the current fare is lower. You cannot transfer your Booking to a departure date more than 3 months after your original departure date without incurring cancellation charges.

Note 1: The names of passengers travelling on a booking can only be changed no later than 25 hours before your first departing Flight. However, please be advised once a booking has checked in online, no change of names of passengers can be made. If the booked arrangements are more expensive at the time of the change of the names of passengers than when the booking was originally made, you must pay the price difference. If the arrangements are less

expensive at the time of the change of the names of passengers than when the original booking was made, you will not be entitled to any refund of the difference. On return Flights, the names of the passengers travelling on each Sector must match. It is not possible to have different names on each Sector. A name can be corrected by up to 3 letters for any passenger on a booking and there is an administrative fee for this if you have booked an Economy Light Fare of £10 per person per sector, all other fare types allow a name change free of charge.

Note 2: Flex Fare are Bookings with Flex Option – this is only available when booking an ‘Economy Class Fare’ and not available with an ‘Economy Light Fare’.

26. Changes Made by us to your Flight Booking/Pre-Booked Flight Services before you Travel

Schedule Changes

26.1 Before we accept your Booking, we will notify you of the scheduled Flight time and it will also be shown on your Ticket. Flight times may change between the date of Booking and the date of your travel. We do not guarantee these times and they do not form part of your contract with us. If you provide us with contact information, we will try to notify you of any such changes as soon as we become aware of them and will send you a revised confirmation itinerary. If you booked with a travel agent, we will send all confirmations to them.

26.2 If, after you have booked, we make a significant change* to the scheduled Flight time, which is not acceptable to you, and we are unable to book you in an alternative Flight, you will be entitled to a refund.

*A significant change is: a change of Flight time that is over 12 hours or more, a change of destination or a change of the UK departure airport. Any other change will be a minor change, which means you will not be entitled to an alternative Flight or a refund.

PLEASE NOTE: 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.

26.3 Our 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.

26.4 If we change your Flight (e.g. change the aircraft type, Flight number, or your Booking so that you receive a new Booking reference number), we will try to re-seat you in a comparable seat. You can change this seating on the ‘**Manage My Booking**’ function free of charge. Reserved seat numbers are not guaranteed and can change at any point prior to and/or during travel.

26.5 If your Flight is cancelled we will arrange alternative Flights for you unless you do not want this – you may be entitled to a refund of your ticket. If your Flight is changed to another carrier, you will be entitled to a refund of any pre-bookable Flight services that you have booked. If you paid for these through your tour operator/travel agent, you should automatically receive a refund, subject to their terms and Conditions. If you paid for these directly to us, please contact us to request a refund. We aim to process refunds within 28 days of a request. (See the ‘**Contact Us**’ section for more information).

27. Changes Made by us to Pre-Booked Flight Services on the day of Travel

- 27.1 Occasionally we have to make changes on the day of departure that can affect your pre-booked Flight Services.
- 27.2 If you are advised at check-in or on-board the aircraft of a change or withdrawal (in full or part) of a pre-booked Flight service, 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 Ltd, or applying on-line through our Customer Relations team on www.thomascook.com/customer-relations.

28. Cancellation of Flights/Pre-Booked Flight Services/Refunds

Where you cancel:

- 28.1 All of our Flights and pre-booked Flight services are 100% non-refundable except for tickets issued by Thomas Cook Airlines or Condor Airlines in the Flex Fare and bookings with Flex option. This means that if you cancel your Booking for these for any reason, other than due to Force Majeure, you will be charged 100% of the Booking cost and will not be entitled to a refund. If you booked with a tour operator/travel agent, their terms and Conditions will also apply.

If you hold a Thomas Cook Airlines or Condor Airlines ticket for the Flex Fare or made a booking with Flex Option, you may cancel your ticket no later than 25 hours before your first departing Flight for Flights with a Flight duration of over 7 hours. However, please be advised once a booking has checked in online, no cancellations can be made. Thomas Cook Airlines will refund the full fare and charge a cancellation fee per customer, per Sector, per cancellation (see table below).

Flex Fare/Flex Option Cancellation charges below:

	SHORT HAUL FLIGHTS Flights to the Balearics, Balkans, Bulgaria, Croatia, France, Italy, Spain & Portugal Mainland. Changes possible until 25 hours before departure of first Flight unless online check-in completed.	MEDIUM HAUL FLIGHTS Flights to the Canary Islands, Cape Verde, Cyprus, Turkey, Egypt, Tunisia, Gambia. Changes possible until 25 hours before departure of first Flight unless online check-in completed.	LONG HAUL FLIGHTS Flights to the USA, Canada, Caribbean, Central and South America, Sub-Saharan Africa, Middle East, Asia and Australia. Changes possible until 25 hours before departure of first Flight unless online check-in completed.
<i>Economy Class and Economy Plus</i>	£35 per Sector, per customer)	£50 per Sector, per customer)	£100 per Sector, per customer

<i>Premium Class</i>		£150 per Sector, per customer
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- 28.2 We will 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.
- 28.3 Even where you cancel, you will be entitled to a refund of UK government air passenger duty (APD) for each cancelled Flight. In order to claim your refund please contact us within 28 days of the date of the cancelled Flight, you will need to pay a £25 administrative fee per booking.
- 28.4 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.

Where we cancel:

- 28.5 If we cancel a Flight, don't stop at your destination or ticketed to stop over, are unable to provide a confirmed seat or cause you to miss a connecting Flight that you have booked with us, we will refund you as follows:
- a. if you have not used your Flight ticket, we will refund the full cost of the ticket;
 - b. if you have used part of your ticket, we will refund you 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.

29. Payment of Refund

- a. Where a refund becomes payable to you under these Conditions of Carriage, payment will be made to:
- i. the lead passenger; or
 - ii. the person who paid for the ticket; or
 - iii. 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 which may arise out of such refund.

In all cases where you are seeking a refund from us, you must provide satisfactory proof of your Booking. Upon receipt of this we aim to provide you with a refund within 28 days.

- b. Refunds paid to anyone presenting the Electronic Ticket and holding themselves out as being eligible to receive the refund will be considered as a proper refund and will discharge us from

any liability to re-pay any refund.

30. Check in and Boarding

PLEASE NOTE: Passengers booked in the Economy Light must check in online.

30.1 Check in deadlines may differ between airports. You should read any applicable check-in deadlines before you travel. As a minimum, you should present yourself at 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 which will be detailed on your itinerary.

	UK Departures	Overseas Departures
Short Haul/Medium Haul	3 Hours	2 Hours
Long Haul	4 Hours	3 Hours

30.2 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.

30.3 You must have completed the check-in process sufficiently in advance of Flight departure to allow time to complete any Government formalities and departure procedures (including passing through airport security), and not later than 1 hour before your Flight's scheduled departure time.

30.4 You must be present at the boarding gate not later than the time specified by us. Please ensure that you check boarding gate openings displayed at the airport to avoid missing your Flight.

30.5 We may not allow you to travel if:

- fail to check-in on time;
- don't arrive at the boarding gate in time; or
- do not have the correct travel documentation.

30.6 We can cancel the space reserved for you or change a seat allocated to you if you don't check in or arrive at the boarding gate on time.

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

31. Delays/Cancellations

31.1 Delays/cancellations to your Flight may be caused due to operational reasons and/or unforeseen circumstances. We will take all reasonable measures to avoid this and, where available, may arrange for a Flight to be operated on our behalf by another carrier and/or aircraft.

31.2 In certain circumstances you may be entitled to compensation/expenses under EC Regulation 261/1004. If these circumstances arise, we will inform you of your rights. These rights are also subject to you:

- holding a confirmed reservation for the Flight;

- having checked-in for your Flight in time; and
- not being prevented from boarding because of any circumstances set out in these Conditions of Carriage.

32. Denied Boarding

- 32.1 Sometimes we may need to deny boarding to you, even if you hold a valid ticket and satisfy all of the pre-boarding requirements set out in these Conditions of Carriage. We will try to avoid this, but this not always possible. In these circumstances we will ask passengers if they would like to volunteer to surrender their reservation in exchange for benefits. On rare occasions we may have to deny boarding against your will and we will advise you of your rights under EC Regulation 261/2004 in such circumstances.
- 32.2 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.

33. No further liability

Our liability to you shall be limited to the rights and remedies set out in these Conditions of Carriage and we will have no further liability to you unless otherwise provided by Regulation 2027/97, the Warsaw Convention or the Montreal Convention (as applicable).

PASSENGER CONDUCT

34. Conduct on board aircraft

- 34.1 At all times whilst you are on-board our aircraft, you will behave in a manner not likely to:
- contravene the laws of any state which has jurisdiction over the aircraft;
 - endanger or threaten (whether by hoax, threats or otherwise) the aircraft or any other person or property;
 - 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;
 - obstruct, hinder or interfere with the crew in the performance of their duties; or
 - ignore 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.

See also '**diversions and breach of duty**' below.

- 34.2 Only alcohol served by our cabin crew during the Flight can be consumed during a Flight. Alcohol which you purchase from duty free (at the airport or on-board) or from Airshoppen must not be consumed on board our aircraft and must not be removed from its original

packaging.

- 34.3 If our cabin crew suspects that you are consuming your own alcohol whilst on-board 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.
- 34.4 Photography or filming on board is permitted for personal reasons only, it is prohibited to film or take photographs of our Crew, equipment or procedures. If our crew suspect that you are filming or taking photographs whilst on board for reasons other than are personal, you will be asked to stopped and to delete any photographs or films from your device or camera.

OUR RIGHT TO REFUSE YOUR CARRIAGE

35. Refusal and Limitation of Carriage

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

- 35.1 to do so would breach any applicable laws, regulations, or orders;
- 35.2 it is necessary or advisable by reason of weather or other Conditions beyond our control (including, but not limited to) Force Majeure;
- 35.3 your conduct causes any of the scenarios set out in '**Passenger Conduct**' above;
- 35.4 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, other passengers, 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;
- 35.5 you commit a criminal offence during any of the operations of embarkation on your Flight or on board the aircraft;
- 35.6 you have committed misconduct on a previous Flight, and we have reason to believe that such conduct may be repeated;
- 35.7 you don't submit to a security check or observe safety or security instructions, or obstruct or hinder ground staff in the performance of their duties;
- 35.8 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 and during boarding and whilst on board the aircraft;
- 35.9 you have not paid any applicable taxes or charges;
- 35.10 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;
- 35.11 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;
- 35.12 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.
- 35.13 we are requested to do so by the Ticket Issuer;
- 35.14 you don't observe our instructions with respect to safety or security;
- 35.15 you are or we reasonably suspect that you are in possession of unlawful drugs;
- 35.16 you have made a hoax bomb or hijack threat;
- 35.17 you do not appear to be able to meet the visa requirements in relation to the country to which you are travelling;

- 35.18 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;
- 35.19 you do not appear and cannot reasonably satisfy us that you are medically fit to fly;
- 35.20 there is a discrepancy between the name shown on your reservation, ticket and passport;
- 35.21 you have not paid for any purchases from us on-board our aircraft including but not limited to duty free goods;
- 35.22 you have previously committed one of the acts or omissions referred to above.

36. Diversions and Breach of Duty

- 36.1 If you breach any of the duties set out in **‘Passenger Conduct’** and **‘Our Right to Refuse your Carriage’** above we may:
- divert the aircraft to the nearest suitable airport;
 - have you removed from the Flight and refusing your onward carriage at any point;
 - report the matter to the police or any enforcement body;
 - take such measures as are necessary to prevent the continuations of such conduct including restraining you, removing you from the Flight and refusing to carry you;
 - refuse to carry you in the future;
 - commence court proceedings against you; and
 - share details of your conduct with other Airlines.
- 36.2 If clause 34.1 applies, you will be required to reimburse us for any costs which we incur as a result of your actions or omission in order to:
- repair or replace property lost, damaged or destroyed by you;
 - compensate any passenger or crew member affected by your actions; and
 - divert the aircraft for the purpose of removing you from the aircraft;

Where you commit a criminal offence on board our aircraft which results in any such losses, we can pursue you for criminal damages and through the civil courts.

37. Carriage of animals on Thomas Cook Airlines Flights

- 37.1 Assistance dogs that have been trained by a recognised dog training organisation and comply with the PETS travel scheme may travel in the aircraft cabin providing applicable laws permit it and the necessary arrangements are in place at the relevant airports. Please advise us at the time of Booking if you intend to travel with an assistance dog.
- 37.2 Carriage of assistance dogs is subject to prior arrangement with us, 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>.
- 37.3 Other animals and domestic pets can be carried as cargo in checked baggage. Please contact us for details of our policy for the carriage of animals.
- 37.4 You are fully responsible for any animals carried with us. We will not be liable for injury or loss, delay, sickness or death of any animal carried on the aircraft unless caused by our fault or negligence.

SPECIAL ASSISTANCE, UNACCOMPANIED MINORS AND PREGNANT WOMEN

38. Special Assistance, Passengers with Reduced Mobility or a Disability

- 38.1 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, 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 extends to electric wheelchair / mobility aid acceptance.
- 38.2 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 when you make your Booking with us to allow us to make any necessary arrangements for you. 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 before your departure. If you advise us within 48 hours we and the airport/Airline will try to provide assistance where possible. Please refer to our **Special Assistance** page on our website 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.
- 38.3 You confirm 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. If you require a doctor's note/fitness to fly certificate to support any seating requests and/or airport assistance you must bring the original with you to the airport and produce it at 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.
- 38.4 Provision of special assistance within EU airports is arranged by the airport. If you notify us of your need for 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;
 - you are unable to evacuate an aircraft unaided; or
 - you are unable to understand safety instructions without assistance.
- 38.5 We will not refuse carriage due to your disability/reduced mobility. However, in accordance with EC Regulation 1107/2006, in certain circumstances, it may not be possible for us to accept your Booking due to safety reasons or where the size of the aircraft/its doors make it impossible for you to embark/disembark the aircraft.
- 38.6 We cannot be held responsible if you have not told us about any special requirements you may have which may affect your travel arrangements. You will not be entitled to compensation in these circumstances.

39. Fitness to Fly

39.1 It is your responsibility to ensure that you are medically fit to fly. If you believe, or have reason to believe, that you have a condition:

- which might be exacerbated by the 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

you must consult with your doctor and, where necessary, obtain a doctor's note or fitness to fly certificate.

39.2 If you have produced a doctor's note or fitness to fly certificate and we accept you as a passenger on our aircraft and:

- a Flight is required to be diverted as a direct result of your health; and; or
- 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 can seek reimbursement of any costs we incur as a result of the diversion (as set out in '**Diversions and Breach of Duty**' above.

40. Young Persons

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

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

Bookings for young persons must be made with an agent and not online. The requirements set out in this clause are mandatory requirements for all young person Bookings.

40.2 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.

40.3 Where a child is travelling alone:

- the responsible adult must take the child to the airport for check in;
- the responsible adult must remain with the child if the Flight is delayed until the revised departure time is confirmed;
- the child must carry a copy of the Young Persons Declaration form; and
- the child must be met at the destination airport by the responsible adult named in the Young Persons Declaration form.

Failure to comply with these requirements may result in the child being denied boarding.

41. Pregnant Women

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

- If you're travelling up to the end of 28 weeks into your pregnancy (at the time of your return Flight) no additional documentation is required to travel unless you have experienced complications. This also applies to multiple pregnancies.
- If you are travelling between 29 weeks and 36 weeks, a Doctor's certificate will be required. This must confirm the expected date of delivery and confirm fitness to fly (doctor's letter must have been written no earlier than 10 days before the outbound date of travel). For multiple pregnancies this applies to between 28 weeks and 32 weeks.
- Travel beyond the 36th week (at the time of your inbound Flight) and for multiple pregnancies beyond the 32nd week, will not be permitted.

BAGGAGE

42. Baggage

42.1 If your Flights are booked as part of a package 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).

42.2 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.

43. Baggage allowance

43.1 H baggage allowance is specified in your Flight booking and/or electronic tickets, and is subject to the fare and class booked.

43.2 You can pre-book baggage allowance as a pre-booked service at an extra cost either at the time you book or before you depart on using '**manage my Booking**' or by contacting the Sales and Service Centre on 01733 224 330. Further details of allowances and costs can be found on the **Book & Plan / Baggage Allowance** page on our Website. You can only add this service over 8 hours before your departure and provided you have not checked in online. If you exceed your baggage allowance, excess baggage charges will apply.

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

43.4 **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. This allowance is complimentary but excess charges will apply if you wish to take more baggage or if you exceed this allowance. **PLEASE NOTE:** complimentary hold luggage is not included if you have booked an Economy Light Fare.

- 43.5 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 have to pay due to your failure to comply with published baggage requirements.
- 43.6 For more information on baggage allowance see '**Baggage Information**' on our website help page.

44. Excess Baggage

- 44.1 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.

45. Unacceptable Baggage

- 45.1 You must not include in your Baggage:
- 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>);
 - items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
 - 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;
 - animals, including birds and reptiles, other than as agreed with us in advance in accordance with all applicable procedures and Conditions;
 - 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 the first bullet point of this clause above;
 - 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;
 - 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; or
 - electronic/water vapour cigarettes are not allowed within Checked Baggage as may cause a fire hazard.
- 45.2 If you include any of the prohibited items listed above in your Baggage, we will 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.

46. Right to Refuse Carriage of Baggage

- 46.1 We will refuse to carry as Baggage the items described in Article 45 , and we may refuse further carriage of any such items upon discovery.
- 46.2 We may refuse to carry as Baggage any item because 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.
- 46.3 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.

47. Right to Search

- 47.1 For safety and security reasons, we may search, X-ray or scan you and/or your Baggage. If you are not available, your Baggage may be searched in your absence if we have reason to believe that it contains or may contain any of the prohibited items listed in **'Unacceptable Baggage'** above. We may refuse to carry you and your Baggage if you do not agree to this. In the event an X-ray or other scan causes damage or delay to you or your Baggage, we will not be liable for such damage or delay unless due to our fault or negligence.
- 47.2 You should note that the security authorities of some countries require Checked Baggage be 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.

48. Checked Baggage

- 48.1 When you check-in your Baggage we will take custody of it and issue a Baggage Identification Tag for each piece of your Checked Baggage.
- 48.2 Checked Baggage must have your name fastened to it.
- 48.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you. However, it may be carried on an alternative Flight, for safety, security or operational reasons. 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.
- 48.4 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.

49. Unchecked Baggage

- 49.1 You are required to comply with the following for Unchecked Baggage (which we may amend from time to time):

- only one piece of Unchecked Baggage and a small bag are permitted per person;
 - unchecked Baggage can only have a maximum size of 55 x 40 x 20 cm, we also allow the additional small bag with the maximum size of 40 x 30 x 10 cm for your travel essentials, which must be stowed under the seat.
 - the total weight of Unchecked Baggage is restricted to 8 kilos if you are travelling on one of our economy tickets, if you are travelling in Premium Economy or Economy Plus your Unchecked Baggage is restricted to 10 kilos.
 - you can carry one plastic bag containing Duty Free per person.
- 49.2 Unchecked Baggage must fit under the seat in front of you or in the overhead compartments in the cabin of the aircraft. If your Unchecked Baggage cannot be stored in this manner, is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage and you may be charged for this.
- 49.3 Objects that are not suitable to be carried in the aircraft hold (including, but not limited to delicate musical instruments, sports equipment and wedding dresses), and which do not meet the requirements above, will only be accepted for carriage in the cabin of the aircraft if you have given us advance notice and we have granted permission. We will advise you of any additional charges for this service when you notify us.
- 49.4 Space is restricted in the cabin and you may be asked to place your Unchecked Baggage in the hold (even if it complies with the requirements above).

50. Collection and Delivery of Checked Baggage

- 50.1 Your Checked Baggage must be collected 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 your arrival date we may dispose of it without any further liability to you.
- 50.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to collect the Checked Baggage.
- 50.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and present a valid Baggage Identification Tag, we will only release the Baggage you can demonstrate that the Baggage belongs to you.

51. Sports Equipment

- 51.1 All sports equipment must be packed separately from your hold baggage. Please note that sports equipment baggage is for sports equipment only, and should not be used to carry any other luggage. Our check in agents may conduct random searches of sports equipment and, where baggage is packed in breach of this condition. Please also refer to **'Pre-Bookable Services'** above.
- 51.2 We can refuse carriage and/or charge excess baggage fees where applicable.

OUR LIABILITY TO YOU

52. Liability for damage

52.1 Where, in these Conditions of Carriage, we state currency in GBP sterling, this is an equivalent for Special Drawing Rights, and the amounts are for guidance only. These figures do not reflect changes in exchange rates and are not binding on either us or you.

53. Applicable rules

53.1 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 to you is set out below.

54. Death of or injury to passengers

54.1 The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit our liability to you (see below).

54.2 There is no limit to our liability for death or injury suffered by you due to an accident on board the aircraft or in the course of getting on or off the aircraft.

54.3 Under the Montreal Convention our liability will be limited as follows:

- For Damage up to 113,100 SDRs, we will not exclude or limit our liability;
- Above the level of 113,100 SDRs we can defend ourselves if we can 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.

54.4 However, if we are able to prove that the Damage was caused by, or contributed to by, your negligence or other wrongful act or omission or of the injured or deceased Passenger or of the person claiming compensation, we may be able to relieve ourselves from liability in full or part under the applicable laws.

54.5 Within 15 days of us identifying the person entitled to compensation, we will make an advance payment to meet that person's immediate financial needs. If the claim is for the death of a passenger, the advance payment will be at least the equivalent of 16,000 SDRs per passenger.

54.6 An advance payment will not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability. It is not returnable unless clause 52.4 applies or the person who received the advance payment was not the person entitled to receive it.

54.7 We will not be liable for any illness, injury or disability, including death which is attributable to your physical condition or for the aggravation of any such Conditions.

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

- 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;
- 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;

- 17 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to Checked Baggage;
- 332 Special Drawing Rights (approximately EUR 400; US \$400) for Unchecked Baggage; and
- we may also be liable for damage occasioned by delay.

55. Baggage Liability

- 55.1 Our liability in the case of Damage or delay to Checked or Unchecked Baggage will be limited to 1,131 SDRs per Passenger unless you make a special declaration at check-in.
- 55.2 You can make a Special Declaration completing a 'Special Declaration Form' at the check-in desk, and pay the additional fee of £50/€60, which will increase our liability to the limited higher declared value of 2,000 SDRs unless the law prescribes otherwise.
- 55.3 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.
- 55.4 Unless the Convention provides otherwise we are not liable for any Damage caused by your Baggage. You will be responsible for any Damage caused by your Baggage to other persons or property, including our property.
- 55.5 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.
- 55.6 Except in the case of Checked Baggage carried in the course of carriage to which the Convention applies, we will have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under '**Unacceptable Baggage**' above.

56. Passenger Delays

- 56.1 We will be liable for damages occasioned by delay 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,
- 56.2 The limits of liability stated in the clause will 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 with knowledge that Damage would probably result.

57. General

- 57.1 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.

- 57.2 Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable laws, we will be liable to you only for recoverable compensatory damages for proven losses.
- 57.3 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 will not exceed the amount of our own liability, if any.
- 57.4 Nothing in these Conditions of Carriage will waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.
- 57.5 Nothing in these Conditions of Carriage will waive any exclusion, 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.

TIMESCALES FOR CLAIMS

58. Notice of Baggage Claims

- 58.1 If you accept your baggage and do not make any complaint about the condition of it, the baggage will be considered to have been delivered in good condition and in line with the contract of carriage, unless you can prove otherwise.
- 58.2 If your Checked Baggage is lost or delayed, you must obtain a Property Irregularity Report Form from our ground handlers in the baggage reclaim area of the airport before you leave the airport.
- 58.3 If you wish to file a claim for 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 your Checked Baggage.
- 58.4 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 you received your Checked Baggage.
- 58.5 If the date of your Flight was prior to the 1st July 2018 your claim should be submitted to Luggage Loss Adjusters, Unit C3, Horsted Keynes Industrial Park, Horsted Keynes, Haywards Heath, West Sussex, RH17 7BA or at enquiries@luggageloss.co.uk and must be accompanied by a Property Irregularity Report Form.
- 58.6 If the date of your Flight was on or after 1st July 2018, and your baggage was delayed, lost or damaged please refer to our dedicated webpage <https://www.thomascookAirlines.com/en/Flight-preparation/check-in/baggage/lost-or-damaged-baggage.jsp> where you will find further information on who to contact.

59. Limitation of Actions

59.1 You will have no right to Damages under the conventions if you do not issue a court claim within two years of the:

- date of arrival at destination;
- the date on which the aircraft was scheduled to arrive; or
- the date on which the carriage stopped.

59.2 Our policy on compensation and assistance for delays and cancellations is in accordance with EC Regulation 261/2004. If a delay or cancellation occurs 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 <https://www.thomascookAirlines.com/en/help-contact/ec-regulation-2612004.jsp>. 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 will not be liable to you in respect of any delayed or cancelled Flights, and any such claims should be addressed to the Ticket Issuer.

59.3 You will have no right to compensation under EC Regulation 261/2004 if you do not issue a court claim within 6 years of the delay, cancellation or denied boarding.

USE OF DEVICES IN FLIGHT

60. Knee Defenders

60.1 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.

60.2 Out of consideration for all those travelling on our aircraft, we kindly ask that our customers do not try to use such items during their Flight.

61. Electronic Devices

61.1 For safety reasons, we may prohibit or limit operation aboard the aircraft of electronic equipment, including but not limited to cellular telephones, laptop computers, tablets, 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.

TRAVEL DOCUMENTS AND VISA REQUIREMENTS

62. Obtaining Travel Documents

62.1 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 will 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.

63. Presenting Travel Documents

63.1 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 can refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

64. Tickets

64.1 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 valid travel documents for each Passenger travelling.

64.2 If you are travelling on a 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 the Travel Documents for each Passenger travelling.

65. Refusal of Entry

65.1 If you are denied entry into any country for any reason, 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.

66. Passenger Responsibility for Fines/Detention Costs

66.1 If we are required to pay any fine or penalty or incur any expenditure due to your failure to:

- comply with any laws, regulations, orders, demands;
- comply with travel requirements of the countries you are travelling to/from; or
- produce the required documents;

you will reimburse us for any amount we incur unless this was incurred due to our fault or negligence.

66.2 We may use the value of any unused carriage on your ticket, or any of your funds in our possession towards any amounts due to use above.

67. Customs Inspection

67.1 You will present your Baggage for inspection 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.

68. Security Inspection

68.1 You will submit to any security checks by Governments, airport officials, and other carriers or by us. We will not be liable for any loss of expense incurred due to your failure to comply with this requirement.

69. Data Protection

69.1 In order to process your Booking, we will require you to provide us with personal data relating to each person travelling on your Booking (including children and infants). We will collect this information at all times in accordance with our privacy policy. For full details of how we may use your data please view our Privacy Policy which can be viewed <https://www.thomascookAirlines.com/en/our-company/privacy-cookies-policy.jsp> here.

70. Insurance

70.1 It is advisable for all passengers to take out insurance suitable for their needs before they 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.

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

1. Airlines under an EU operating ban

- 1.1 *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.*

2. Airline Liability

- 2.1 *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.*

3. Air carrier liability for passengers and their baggage

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

4. Compensation in the case of death or injury

- 4.1 *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.*

5. Advance payments

- 5.1 *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 will not be less than 16,000 SDRs.*

6. Passenger delays

- 6.1 *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).*

7. Baggage delays

- 7.1 *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 1,131SDRs).*

8. Destruction, loss or damage to baggage

- 8.1 *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.*

9. Higher limits for baggage

- 9.1 *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. You can make a Special Declaration completing a 'Special Declaration Form' at the check-in desk, and pay the additional fee of £50/€60, which will increase our liability to the limited higher declared value of 2,000 SDRs unless the law prescribes otherwise.*

10. Complaints on baggage

- 10.1 *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.*
- 10.2 *If the date of your Flight was prior to the 1st July 2018 your claim should be submitted to Luggage Loss Adjusters, Unit C3, Horsted Keynes Industrial Park, Horsted Keynes, Haywards Heath, West Sussex, RH17 7BA or at enquiries@luggageloss.co.uk and must be accompanied by a Property Irregularity Report Form.*

If the date of your Flight was on or after 1st July 2018, and your baggage was delayed, lost or damaged please refer to our dedicated webpage <https://www.thomascookAirlines.com/en/Flight-preparation/check-in/baggage/lost-or-damaged-baggage.jsp> where you will find further information on who to contact.

11. Liability of contracting and actual carriers

- 11.1 *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.*

12. Time limit for action

- 12.1 *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.*

13. Basis for the information

- 13.1 *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.*

CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES

14. IATA Ticket Notice

- 14.1 *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.*

15. Notice of Contract Terms Incorporated by Reference

- 15.1 *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.*
- 15.2 *If your carriage is operated by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.*
- 15.3 *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.*
- 15.4 *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 re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft; and*

- *Rights of the carrier to refuse carriage to passengers who don't comply with applicable laws or who don't present all necessary travel documents.*
- 15.5 *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.*
- 15.6 *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.

- 15.7 **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.*
- 15.8 **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.*
- 15.9 **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.*
- 15.10 **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.

16. DANGEROUS GOODS

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



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

17. 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:

- 17.1 *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:*
- *firearms of all types, such as pistols, revolvers, rifles, shotguns;*
 - *toy guns, replicas and imitation firearms capable of being mistaken for real weapons, component parts of firearms, excluding telescopic sights;*
 - *compressed air and CO 2 guns, such as pistols, pellet guns, rifles and ball bearing guns;*
 - *signal flare pistols and starter pistols;*
 - *bows, cross bows and arrows;*
 - *harpoon guns and spear guns; and*
 - *slingshots and catapults.*
- 17.2 *stunning devices — devices designed specifically to stun or immobilise, including:*
- *devices for shocking, such as stun guns, tasers and stun batons;*
 - *animal stunners and animal killers; and*
 - *disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays.*
- 17.3 *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:*
- *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; and*
 - *swords and sabres.*

17.4 *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; and*
- *bolt guns and nail guns.*

17.5 *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; and*
- *martial arts equipment.*

17.6 *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; and*
- *dynamite, gunpowder and plastic explosives.*

18. HOLD BAGGAGE LIST OF PROHIBITED ARTICLES

18.1 *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;*
- *smoke-generating canisters and smoke-generating cartridges; and*
- *dynamite, gunpowder and plastic explosives.*

19. Law and Jurisdiction - Modification and waiver

19.1 *None of our agents, servants, employees or representatives have authority to alter, modify or waive any provision of these Conditions of carriage.*

- 19.2 *Unless provided by law, these Conditions of Carriage and any Bookings made by you for carriage by us will be governed by the laws of England and any dispute between you and us concerning your carriage (including the carriage of your baggage) in any way shall be subject to the jurisdiction of the Courts of England and Wales.*
- 19.3 *However, you can choose to commence proceedings in Scotland or Northern Ireland if you live there. In such circumstances, you can choose to have these Conditions of Carriage any dispute between you and us concerning your carriage (including the carriage of your baggage) in any way 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).*
- 19.4 *Where a dispute concerning your carriage (including the carriage of your baggage) arises between you and us such dispute will in the first instance be dealt with under the CEDR arbitration scheme.*
- 19.5 *This agreement on the judicial venue does not apply to claims asserted on the basis of the Montreal Convention or Regulation (EC) 261/2004.*

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