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CONDITIONS OF CONTRACT AND OTHER IMPORTANT OTHER IMPORTANT NOTICES

SECTION A: BOOKING CONDITIONS

1. Your Contract

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

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

Bookings made via this web site do not constitute a 'package' (as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992) and these Regulations do not apply. Definitions In these terms and conditions, the following definitions apply unless the context otherwise requires. "airline(s)" means the airline(s) which provides your flight(s). This may be Thomas Cook Airlines Limited or any one or more of a number of other airlines.

"booking" means your booking made via this website.

"conditions" means these terms and conditions.

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

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

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

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

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

2. ATOL Financial Protection and ABTA Membership

ATOL Protection

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

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

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

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

ABTA Membership

Thomas Cook Tour Operations Ltd is a member of ABTA with membership number V6896. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London, SE1 9EQ Tel: 020 3117 0500 or see the ABTA website at:

www.abta.com. Please note that ABTA membership only applies to services supplied by Thomas Cook Tour Operations Ltd and does not apply to services booked with Thomas Cook Airlines Ltd or any services offered via links from this website such as car hire or hotels which you may choose to book with other third party companies

3. Prices on this Website and Fuel Supplements

The prices you see initially on this website or on any Thomas Cook Airlines e-mail marketing communication, are not live. Although prices and availability are updated very regularly, flights and other services advertised are subject to availability and prices can change at any time. When you make a search on this website for a specific flight or other service by entering your requirements, the website will then check the live availability and price, therefore please allow for changes to occur before your final price is confirmed. Credit card charges may apply. We do all we can to ensure that all of our published fares are correct. However, on some rare occasions we do make mistakes, which can cause the wrong fares to be displayed. Where, in error, we have published a mistaken fare, we reserve the right to either ask you to pay the difference between the advertised price and the actual price or to cancel the tickets purchased at the mistaken fare and provide a full refund of the purchase price you have paid.

Where a mistake in a fare was not reasonably obvious at the time of booking and a refund is requested, we will refund any reasonable, non-refundable out of pocket expenses which you incur as a direct result of your reliance on the ticket provided always that you provide reasonable, supporting evidence of such expenses. If you make any purchases after you receive notice of an incorrect fare, these purchases will be deemed not to have been made in reliance upon the ticket and we will not reimburse you for such expenses. For fares on travel to and from the US, all such cancellations and refunds will be made in strict compliance with the May 8 2015 US Department of Transportation Policy on mistaken fares.

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

4. Making a Booking

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

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

5. Thomas Cook Group Booking Terms and Conditions

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

Payment Terms:

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

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

Cancellations:

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

Seats & Extras:

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

Names and Changes:

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

6. Confirmation of bookings

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

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

7. After a booking is confirmed

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

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

8. Credit Card Fraud Contingency

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

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

9. Reconfirming flight times

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

10. Specific travel needs or requirements

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

11. Travel insurance

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

12. Documentation for travel

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

is in its final year of validity, you are advised to check the requirements of the destination before you make your final travel plans.

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

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

13. Reduced fares for children/infants

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

14. In-flight meals & Luggage allowance

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

15. Flight delays

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

16. Airport Check-In

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

All times are prior to the scheduled time of departure

UK Departures Overseas Departures

Short/Medium Haul 3 Hours 2 Hours

Long Haul (7+hours) 4 Hours 3 Hours

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

17. Changes made by Thomas Cook Airlines prior to travel

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

Before we accept your booking, we will notify you of the scheduled flight time in effect at that time, and it will be shown on your confirmation email. It is possible we may need to change the scheduled flight time. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you make your booking, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund. If there is a flight change on your booking, a significant change is: a change of time over 12 hours or more, a change of destination, or a change of the UK departure airport. Any other change is not a significant change. Any change which is not deemed to be significant will be classed as a minor change.

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

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

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

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

18. Changes made by you to your flight booking

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

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

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

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

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

SHORT HAUL AND MEDIUM HAUL FLIGHTS

Flights up to 7 hours in duration

More than 25 hours before first

departing flight (unless online check in completed).

25 hours or less before first departing flight (unless online check-in completed).

Online Check-in completed.

All flight changes

(See Note 1

below)

£35 per sector, per customer (£55 if

change made offline via call centre) and

any increase in cost

100% cancellation 100%

cancellation

Name changes

(See Note 2

below)

£35/€40 per sector, per customer (£55 if

change made offline via call centre) and

any increase in cost

100% cancellation 100%

cancellation

LONG HAUL FLIGHTS

Flights over 7 hours in duration

More than 80 hours before first

departing flight (unless online check

in completed).

80 hours or less before first

departing flight (unless online

check-in completed).

Online Check-in

completed.

All flight changes

(See Note 1

below)

£50 per sector, per customer (£70 if

change made offline via call centre) and

any increase in cost

100% cancellation 100%

cancellation

Name changes

(See Note 2

below)

£50/€40 per sector, per customer (£70 if

change made offline via call centre) and

any increase in cost

100% cancellation 100%

cancellation

Note 1: If there has been an increase between the original fare paid and the current fare available at the time the change is made, you will be required to pay this. No refund will be given if the current fare is lower. It is not possible to transfer your booking to a departure date more than 3 months after your original travel date without incurring cancellation charges.

Note 2: On return flights, the names of passengers travelling on each sector must match. It is not possible to have different customer names on each sector. Please be advised if a name change is made online within 48 hours of booking being made this will be free of charge.

19. Cancelling a flight booking

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

You may request from us a refund of UK government air passenger duty (APD) for any flight you choose to cancel. Such a request must be received within 28 days of the cancellation being made by us.

20. Conditions of Airlines

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

In the event of any conflict or difference between the other airline's conditions and these terms and conditions, these terms and conditions will apply in respect of the conflict or difference. This means Thomas Cook Tour Operations Ltd are entitled to rely on any provision(s) in the other airline's conditions as if they were written

down as part of these conditions unless these conditions say something different on the same point. In this case what it says in these Thomas Cook Tour Operations Ltd conditions will apply. Airlines' liabilities to their passengers are limited in accordance with international conventions. See further below under 'Airline Liability'

21. Situations outside Thomas Cook Airline's control

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

22. Your Responsibility

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

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

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

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

23. Complaints

If you have a complaint regarding any issue after you have travelled please submit your complaint via our online web-form at www.thomascook.com/customer-relations. Alternatively call us on 01733 224 814, or you can write to: Customer Relations Department, Thomas Cook, Coningsby Road, Peterborough, PE3 8SB. Receipt of your complaint will be acknowledged at the earliest opportunity and a response will usually be provided within 28 days. Where it is necessary to contact a third party supplier to investigate your complaint, further time may be required to provide you with a full response.

If you are not satisfied with your flight arrangements please complain as soon as possible to the most appropriate person available at the airline/airport. If you are still not satisfied, please ask for a complaint report form from the airline/airport's representative before you leave the airport. You should complete this straightaway, return it to the airline/airport's representative and ensure you obtain a copy, again before you leave the airport. When you get back home, send a copy of the report form to the Customer Relations Department (address as above) together with a covering letter, giving full details of your complaint and including your booking reference. This should be done within 28 days of returning home. We should point out that failure to follow the above procedures (which includes failure to complain, as set out above, within 28 days of your return home) may reduce or extinguish any rights you have to claim compensation from us. Any such rights will be reduced or extinguished if, had you done so, you or us could have taken steps to reduce the loss or damage suffered or entirely prevented it from being suffered. It is difficult and sometimes impossible to properly investigate a complaint if the complaints procedure is not followed. Your right to compensation may be reduced or extinguished should any delay in your complaint being notified prevent us from carrying out a proper investigation.

Arbitration Scheme:

In relation to bookings made with Thomas Cook Tour Operations Ltd, we are a Member of ABTA, membership number V6896. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com 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. Please note, the ABTA Arbitration Scheme does not apply flights operated by Thomas Cook Airlines.

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 airline 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.

24. Thomas Cook Worldwide Vouchers & Travel Pounds

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

1. Complete your booking on ThomasCookAirlines.com by making the full payment at time of booking using a card payment of your choice. (Credit card fees are charged at 2% of the transaction cost.)
2. Please send your vouchers to: Thomas Cook Sales Accounting, 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 less than your flight booking or extras value, the remaining balance on the voucher will become void. No change is given.

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

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

25. Law and jurisdiction

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

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

The obligations of Thomas Cook Tour Operations Ltd under its contract with you (other than those which are expressly set out in these conditions) are to reserve a seat for you with your confirmed airline (or such other

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

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

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

When making any compensatory payment to you, we are entitled to deduct any money which you have received or are due to receive from the airline for the complaint or claim in question.

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

payment of any compensation to you, make a complete assignment to us of the rights you have against the carrier in relation to the claim that gives rise to that compensation payment.

27. Airline Liability

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

Air carrier liability for passengers and their baggage

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

Compensation in the case of death or injury

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

Advance payments

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

Passenger delays

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

Baggage Delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. Our liability for baggage delay is limited to 1,131 Special Drawing Rights (SDRs) Destruction, loss or damage to baggage

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

Higher limits for baggage

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

Complaints on baggage

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

Liability of contracting and actual carriers

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

Time limit for action

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

Basis for the information

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

SECTION B: CONDITIONS OF CARRIAGE FOR THOMAS COOK AIRLINES LIMITED

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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); Guadalajara Supplementary Convention (1961); The Montreal Convention (1999).

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

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

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

“Package Travel Regulations” means the Package Travel, Package Holidays and Package Tours Regulations 1992

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

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

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

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

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

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

“Unchecked Baggage” means any of your Baggage other than Checked Baggage.

1. SCOPE

1.1 General

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

You may use our website to book flights with any of our Group Airlines (Condor Flugdienst GmbH, Thomas Cook Airlines Scandinavia A/S and Thomas Cook Airlines Belgium NV). If your booking includes flight(s) with an airline that is not Thomas Cook Airlines, your contract will be with Thomas Cook Tour Operations Limited. Where you book with one of our Group Airlines, your carriage will be subject to the conditions of carriage of the relevant Group Airline with whom you have booked.

You may also book flights via our website with other carriers who are not part of the Thomas Cook Group. In such circumstances the conditions of carriage of that carrier will apply. Details of third party conditions of carriage are available upon request.

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

1.2 Our Airline Designator Code

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

1.3 Other Carrier's Conditions

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

1.4 Overriding Law

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

1.5 Charter Agreement /Tour Operator Conditions

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

1.6 Travel Agent Bookings.

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

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

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

APC to the Air Travel Trust.

2. PAYMENT AND FARE

2.1 Basis of our fares

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

2.2 Pricing Mistakes

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

Credit card charges may apply.

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

Where a mistake in a fare was not reasonably obvious at the time of booking and a refund is requested, we will refund any reasonable, non-refundable out of pocket expenses which you incur as a direct result of your reliance on the ticket provided always that you provide reasonable, supporting evidence of such expenses. If you make any purchases after you receive notice of an incorrect fare, these purchases will be deemed not to have been made in reliance upon the ticket and we will not reimburse you for such expenses. For fares on travel to and from the US, all such cancellations and refunds will be made in strict compliance with the May 8 2015 US Department of Transportation Policy on mistaken fares.

2.3 Reduced Fares for Children/Infants

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

2.4 Booking & Payment

2.4.1 You must be at least 18 years old to make a booking with us.

2.4.2 The person making the booking must be at least 18 and is responsible for payment of the total cost of the booking, including any insurance premiums, and any cancellation or amendment charges that may be payable.

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

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

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

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

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

2.5 Taxes & Charges

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

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

- a) results in an increase, you will be obliged to pay such increase; or
- b) results in a decrease or abolishment, you will be entitled to claim a refund.

2.6 Fuel Supplements

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

2.7 Currency

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

3. RESERVATIONS AND FLIGHT SERVICES

3.1 General

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

3.2 Aircraft

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

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

3.3 Flight Services

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

3.3.1 Booking of Services

Some of these services can be booked and paid for through your tour operator or travel agent, or can be booked and