

This site is operated by TUI Airways Limited with Registered Number 00444359. Your flight will be operated by TUI Airways Limited (hereinafter "TUI"), or such other air carrier as may be indicated in your booking (each a "Carrier"). If your flight is operated by a Carrier that is not TUI Airways, your contract will be with TUI UK Limited with Registered Number 02830117 although your payment shall be processed by TUI Airways Limited on behalf of TUI UK Limited. Both TUI Airways and TUI UK Limited have their Registered Office at Wigmore House, Wigmore Lane, LUTON, LU2 9TN and for the purposes of the Booking Conditions TUI Airways Limited and TUI UK Limited shall be known as "TUI". In respect of any other service, such as hotel accommodation or car hire, your contract is with the supplier of such service(s), whose standard terms and conditions will apply. Such Supplier's standard conditions may limit or exclude liability, and such conditions, together with the Conditions of Carriage of TUI Airways or the relevant Carrier, these Booking Conditions and other terms and conditions set out on this web site (collectively the "Terms and Conditions") shall apply to your agreement with us and any supplier. Copies of the conditions of your contract with your supplier are available on request from us and we recommend that you ask for them and read them before you book so that you are aware of how they may affect your booking. We do not accept any responsibility for the service supplied by any supplier or Carrier, other than TUI Airways, and make no representation or warranty in respect of the products featured on this site.

Any reference to 'us' or 'we', shall be deemed to be TUI.

All bookings shall be subject to conditions and charges for any booking changes. In all cases where a person makes a booking for himself and/or on behalf of others, such person shall:

- Be of 18 years of age at the time of booking;
- Be responsible for ensuring the accuracy of the personal details or any other information supplied in respect of himself and any other Passenger travelling on such booking;
- Be responsible for notifying us prior to the time of booking by calling our call centre of any personal circumstances pertaining to a person included in the booking including, without limitation, whether any such person is not self reliant or is a person with reduced mobility. If you, or a member of your party, have difficulty in walking 500 metres, you should advise your agent at the time of booking and advise the airline at least 4 days prior to departure. For more information about 'self reliance' and

'reduced mobility' – <https://www.tui.co.uk/editorial/faqs/disabled-passengers/general-information.html>;

- Be responsible for notifying us at any time from the time of booking until 48 hours prior to the flight's departure by calling our call centre if any person travelling on the booking has ceased to be self reliant or is a person with reduced mobility or if a person previously reported to be with reduced mobility or as not being self reliant does no longer fall into either category;
- Be responsible as a condition of that booking for ensuring every person in the party provides certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) data and/or Advanced Passenger Information, sometimes known as APIS. In the US this may be referred to as Secure Flight and applies for flights to and from the US plus certain flights that overfly the US. The information that must be provided will include, but not be limited to, full name – as shown on passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the United States, country of residence and the address for the first night's stay. You must provide this information to the airline between 6 months and 24 hours before departure, or between 6 months and 3 days before departure if you're going to the United States, Mexico or Jamaica. For TUI Airways flights you can do this by visiting <https://flightextras.tui.co.uk> or by calling 0203 451 2706. Calls from UK landlines cost the standard rate, but from mobiles may be higher. Check with your network provider;
- Be responsible for passing on any information regarding the booking or any changes made in relation thereto, to all Passengers travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations;
- Accept the Terms and Conditions on behalf of all Passengers travelling on such booking;
- Accept on behalf of any person travelling on such booking any refund which may become due from us and we shall refund or otherwise account for such amount to such person, as soon as reasonably practicable, after receiving such refund from the Carrier.

We are entitled to rely on the authority of the person making the booking to act on behalf of the other Passengers on such booking.

In the event that any subsequent changes require to be made to a booking (including group booking), or in respect to any element thereof, such change shall solely be effected by the person having made the original booking and who is identified as being the "lead Passenger" or "booking agent" on the booking system.

The Terms and Conditions do not affect your statutory rights and we reserve the right to change the booking terms and conditions on this site at any time.

The Terms and Conditions constitute the entire agreement and understanding between us and any Passenger in relation to their subject matter. If you do not agree to these terms you may not use this web site.

Prices

The prices stated on our homepage are inclusive of all fixed, non-optional applicable taxes, supplements, fees and charges ("Taxes"). Passengers who want to book a return flight should indicate this when entering their flight details. You will then see the corresponding price for each one-way flight, or each sector price in circumstances where a return flight must be purchased. Once all flights have been chosen, the total fare including all Taxes and other optional fees and charges (if any) will be displayed before your booking is confirmed.

We reserve the right to increase or decrease fares, at any time, without notice. In the event that a fare decreases after you have made your booking, we are unable to refund any difference between the fare paid and any lower fare, which may subsequently become available.

Taxes

When you make your booking, we will tell you of all the Taxes and optional fee and charges (if any), which will apply to your fare at the time of booking. Taxes change constantly and may be imposed or changed after the date on which we have issued a booking confirmation to you. You will have to pay us any increases in such Taxes, and similarly, if any Taxes you have paid to us are reduced or abolished, you will be entitled to claim a refund. Such right shall not apply in respect of any surcharge paid in respect of aviation fuel costs. Certain departure taxes or airport levies, may not be shown on your booking confirmation, and may be levied at certain international airports. You should ensure you have adequate funds for these taxes which are payable locally.

Payment

Full payment is required as soon as you confirm your booking. Payment is by credit or debit card only.

Payment by credit card attracts a fee, the amount of which will be displayed in the booking summary, before you are asked to confirm your booking. Please note, all journeys originating outside the UK, whether it be a return or one-way automatically attract an admin fee.

All bookings are non-refundable. Changes may, however, be made to your booking, subject to availability, as well as the conditions and charges stated on this website.

Should you instruct your credit/debit card company to "charge back" any payment(s) properly due from you in respect of your booking, we will charge you a fee of £10 per incident and associated costs. We further reserve the right to cancel your booking and/or take legal action against you for all outstanding payment(s).

Booking

A legally binding contract will be formed when we send you the booking confirmation with your booking reference by e-mail, fax or by post (when booking through our call centre). We recommend that you take careful note of your booking reference because you will need it to check in and for any queries. If any detail on the booking confirmation is not correct tell us or your travel agent immediately. If there is an obvious error on the booking confirmation we reserve the right to correct it as soon as we become aware of it, but we will do this within 7 days of issuing the booking confirmation or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund.

Please note that we can only check in the person named in the booking confirmation.

We recommend that you reconfirm your flights within 48-72 hours prior to departure, by calling the call centre.

Both we and the Carrier reserve the right to refuse carriage to any person who has made a booking in violation of any applicable law or licence or of any contract or regulation made by the Carrier or any applicable tour operator.

ATOL Protection

Not all flights offered and sold by us will be protected by the ATOL scheme. If you are buying a flight from TUI Airways operated by TUI Airways your flight will not be ATOL Protected. If you are buying a flight from TUI UK

Limited (ATOL number 2524) operated by a third party Carrier your flight will be ATOL protected. For the purposes of this section "we/us/our" means TUI UK Limited only and not TUI Airways Limited.

YOUR FINANCIAL PROTECTION

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This 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 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 will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme, or 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.

All money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

UK Airport Parking

The companies that provide the car parks will have their own terms of use which will also apply to you. We can get you a copy of these if you need one, just ask.

If you don't follow the instructions we give you, we may not be able to refund you any additional costs you're charged as a result.

Any parking is at your own risk, so we ask that you don't keep any valuables in your car. You should be prepared to leave your keys with car park staff as this may be necessary. If you have a larger-than-average vehicle or a motorbike, please contact us to check that the car park can accommodate it without an additional charge. When you travel, take your booking confirmation with you as it contains instructions on what you need to do. If you have any problems on the day, please let the car park know so they can help you. If you don't let them know, we may not be able to help you later on. If you're parking and you arrive before the day and time shown on your confirmation, or stay later than planned, you may be charged for the extra parking at the car park's normal price. If you leave earlier than planned, we won't refund any of the charges you have paid.

You can amend or cancel any time up until a minute to midnight, the day before you arrive at the airport, free of charge. So, if you fly on the 2nd, you'd need to cancel by 23:59 on the 1st. If you cancel in time, you will be refunded what you've paid for the parking. If you don't cancel in time you will not be refunded any amounts paid for the parking and we will retain this as a cancellation charge.

Checking-in

When checking-in at the airport all you need is your booking confirmation or ticket (where one has been issued), as well as valid photo proof of identity. For international journeys you must present your passport or EU national ID; for domestic/Channel Islands journeys you may alternatively present a valid citizen card, photographic driving license, photographic student card issued by the educational institution, forces ID card, airport/airline employees security ID pass, police warrant card/badge.

You can check in online prior to departure if your flight is provided by TUI Airways. When checking in online you will be required to provide your advanced passenger information.

You'll be allocated your seats when you check in online. If you don't like the seats allocated, you can pay to select your seat. Sometimes we may need to change the seat allocated to you for operational or safety reasons or for persons with reduced mobility. Boarding cards must be printed on A4 paper and be clearly legible with no rips or tears. You must drop your bags off before bag drop closes, 45 minutes before your flight time.

Just so you know, if you choose not to use our online check-in service, we reserve the right to charge a fee for airport check-in.

British Citizens must hold a valid 10-year passport. Please note that certain destinations insist on at least 6 months validity from the return date. It is your responsibility to check whether you need a visa to enter your destination country, and that any children travelling with you have appropriate ID.

If you have not received your booking reference, or have lost it, please call our call centre and they will gladly assist you.

Ages

An infant must be aged less than 24 months on the day of travel, and must be older than 14 days for health and safety reasons. Every infant must be accompanied by an adult at least 16 years old and must travel on the adult's lap. Charges for infants vary depending on the route and length of flight and will be detailed in the booking process. Every adult can only accompany one infant and carriage is restricted to 10% of seat capacity. Infants are not entitled to their own seat or to a personal baggage allowance.

Children aged 2 and older must pay the full fare.

Unaccompanied young people between 14 and 16 years old are allowed on a number of routes.

The age of children relates to the whole of the period when they are away including the day of return. If a child's birthday occurs during the holiday including the date of return then the new age must be stated. Travel may be refused if the date of birth according to the child's passport is different to that on the booking confirmation.

Contacting you

If you book via our website or have opted in other circumstances for us to contact you via e-mail, we will communicate with you using the e-mail address you have provided. For example, to provide your e-

confirmation, e-ticket, e-cancellation, etc. We will assume that your e-mail address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to contact us via our call centre or in writing as required in the Terms and Conditions.

Flight changes

Aircraft

We may occasionally have to change the type of aircraft used on a particular flight without advance warning. In such circumstances where the Passenger has paid an additional seat supplement and such seat cannot be provided, then the Passenger shall only be entitled to a refund of the supplement paid.

Timetable

We undertake to use our best efforts to carry you and your baggage with reasonable dispatch. Times shown in the timetable and elsewhere are not guaranteed and form no part of this contract. Flight timings are subject to change without notice. We will inform you of any significant changes as soon as we become aware of such change.

We assume no responsibility for making connections.

Routings

There may be a touchdown and/or aircraft change en-route to your final destination. Please check your flight routing information at time of booking.

Insurance

It is a condition of your booking that you and all other members of your party, including infants and children, are adequately insured. Details of the insurance cover available from TUI UK Limited will be provided to you when you book. We can't accept responsibility for any loss that you or anyone travelling on your booking suffers if the individual isn't adequately insured. For travel to Cuba, you need to show proof of medical insurance before you can enter the country.

Carrier

TUI Airways or such other Carrier as is indicated in your booking is your designated carrier and its Condition of Carriage shall apply to your carriage. In exceptional circumstances your Carrier may change however the

Condition of Carriage of TUI Airways shall continue to apply to your journey. If this happens we will inform you as soon as possible and no later than at check-in for your flight (or boarding if it is a connecting flight without check-in).

Passports & visas

Please ensure your passport and any necessary visas are valid for your complete trip and that the name on your passport matches the name on your booking confirmation. If you fail to do so, you may not be accepted for a flight, and you will be solely responsible for any cost, loss or damage which you, we or our travel partners incur as a result of your failure to obtain the relevant documentation and inoculations. Depending on your nationality, visas may be required for entry into certain destination countries and it is your responsibility to check whether you require a visa to travel. For up to date advice on immigration and visa requirements please contact the embassy, high commission or consulate of your destination country.

TUI and other charter airlines are not permitted to carry certain nationals to and from their country of origin, due to licensing law restrictions in place with overseas aviation authorities.

The current licensing laws, do not allow TUI Airways to carry nationals of the following countries on their operating routes:

Brazil, Kenya, & Morocco.

Cuban nationals may travel to any international Cuban airport, except Cayo Largo and Cayo Coco, and must be travelling as part of an inclusive tour package.

Indian and Turkish passport holders can only travel on inclusive tour package arrangements. Please check with your embassy or consulate before you book.

If you're going to Goa, Kerala and Sri Lanka, on an Indian, Pakistani, Sri Lankan, Nepalese or Bangladeshi passport you can't fly on British charter flights. This travel restriction doesn't apply if you have a Pakistani, Sri Lankan, Nepalese or Bangladeshi passport but your spouse has a foreign – non-Indian – passport.

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 100,000 SDRs (approximately £96,000) 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 (approximately £15,360).

Passenger delays

In the case of Passenger 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 Passenger delay is limited to 4,150 SDRs (approximately £3,980).

Baggage delays

In case of baggage 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 baggage delay is limited to 1,000 SDRs (approximately £960).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately £960). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked luggage 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 the check-in and by paying a supplemental 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 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.

Liability of contracting and actual carrier

If the air carrier is actually performing the flight is not the same as the contracting carrier, the Passenger has the right to address a complaint or to make a claim for the damages against either. If the name or the 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 that 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 the United Kingdom.

Your conduct

We reserve the right to refuse carriage of you and/or your baggage at any stage of the journey if we, or another person in authority, believe your behaviour, howsoever caused, is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our crew, staff, or agents in any risk of danger.

If the Captain of your flight or any crew, staff or agents believes that you are disruptive, we may report the matter to any relevant police or other enforcement authority and take such measures as we consider necessary to prevent the continuation or repetition of such conduct including, but not limited to, physical restraint and/or removal of you from the aircraft and/or refusal to carry you on our flights in the future.

If you are disruptive and prevented from boarding your outbound flight in the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. If you are refused carriage on your outward flight, we reserve the right to refuse carriage on your return flight.

If you are refused carriage because of your behaviour or you are under the influence of alcohol or drugs, we may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets.

If any of these circumstances in this section occur, we will not be liable for any refund or compensation or any costs or expenses you incur and will have no further responsibility for your further travel arrangements. We may also make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft for the purpose of removing you from the aircraft. Criminal proceedings may also be instigated.

For the purposes of this section reference to “you” or “your” includes any other person in your party.

Complaints

We can usually sort out any complaints you may have, however if we haven't been able to resolve the problem you can write to our After Travel Customer Support at Wigmore House, Wigmore Lane, Luton, LU2 9TN, remembering to give us your booking reference details. But if we cannot agree and if you bought a flight from TUI UK Limited operated by a third party carrier, you can use ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute and available from www.abta.com

If you have bought a flight from TUI Airways Limited which is operated by TUI Airways this scheme will not be available to you as the airline is not a member of ABTA, however we do participate in a scheme administered by the Centre for Effective Dispute Resolution (CEDR) which is an independent dispute resolution provider approved by the Civil Aviation Authority, more information can be obtained by visiting <http://www.cedr.com/aviation>.

If you made your booking online you can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>.