

# Booking Terms & Conditions

## Neilson, Swiss Travel Service, Skidom

Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and either Thomas Cook Tour Operations Limited, trading as Neilson or Skidom, or you and Thomas Cook Scheduled Tour Operations Ltd, trading as Swiss Travel Service. When you book travel arrangements with us, your contract will be with one of these companies and the booking documentation you receive will indicate which one. The terms "we", "us" and "our" as used in these terms and conditions mean either Thomas Cook Tour Operations Limited or Thomas Cook Scheduled Tour Operations Ltd (as appropriate). Our obligations to you will vary depending upon whether or not what you book with us is a "Package" as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992.

Section A below explains in detail what is a Package and contains the booking conditions which apply particularly to a Package.

Section B (under the heading "Single Components") contains the booking conditions which apply particularly to non-Package bookings. There are certain terms which apply to any type of booking and these are detailed in Section C

### A Package

The terms set out below, together with the terms set out in Section C, apply when you book a Package.

Any booking you make through us will be a Package with the exception of circumstances where you only book a single component (i.e. a flight, a hotel, a transfer or a lift pass) or where you book a single component and then go on to add another single component to complement the first booking. In the case of such non-Package bookings, we have not arranged your travel arrangements as a combination.

#### A1. Your Contract/Financial Protection

The financial bonding requirements of the Travel Association (ABTA) and the Civil Aviation Authority (CAA) have been observed by us in relation to the provision of all our Packages. Thomas Cook Tour Operations Ltd CAA ATOL number is 1179 and its ABTA membership number is V6896. Thomas Cook Scheduled Tour Operations Ltd ATOL number is 0606 and its ABTA number is V2185. These arrangements ensure that payments made by you for your Package would be refunded and/or you would be repatriated in the unlikely event of our insolvency. Our registered office for both the above companies is The Thomas Cook Business Park, Coningsby Road, Peterborough PE3 8SB. Thomas Cook Tour Operations Ltd is a company registered in England under number 3772199. Thomas Cook Scheduled Tour Operations Ltd is a company registered in England under number is 960252.

#### A2. Price Changes

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your Package may change after you have booked. However there will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your Package, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your Package, you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

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

#### A3. Changes Made By Us Before Travel

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

- Change of your UK departure point
- Significant change of your destination
- A change of more than 6 hours to the time you leave the UK or your destination on breaks of 4 nights or less, or a change of more than 12 hours for all other longer holiday durations.
- If we downgrade your accommodation by one full Tour Operator rating (or to a lower official rating where no Tour Operator rating is used)

If you do not want to accept a significant change, which we will tell you about before you depart, we will, if we are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a less expensive Package, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose a different Package offered for sale by us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Package and receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Unless the change is as a result of circumstances listed in the paragraph below headed 'Circumstances Beyond our Control', we will pay you compensation as shown in the table below. If you accept the significant change or amend to a different Package offered for sale by us you will receive compensation as per Option 1 in the table below. If you reject the significant change and cancel your booking you will receive compensation as per Option 2. The amounts in the table are by way of guideline only and may in appropriate circumstances be increased.

Period of notice we give you or your travel agent before departure	Compensation for each full fare paying passenger	
	Option 1	Option 2
71+ days	£0	£0
70-43 days	£10	£5
42-29 days	£20	£10
28-11 days	£30	£15
10-0 days	£40	£25

Compensation payments relating to a child place for which you have paid a child price are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on 'free child places', 'free group places' or infants.

#### A4. Minor Changes Made By Us Before Travel

Any change which is not deemed to be significant, as outlined in the Section entitled "Changes made by us before travel", will be classed as a minor change. We will endeavour to tell you about a minor change before you travel, however, we will not pay compensation as a result of this change.

#### A5. Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your Package after departure, or we, or our suppliers, cannot supply your Package, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date and building work from a third party (such as resort development).

#### A6. Changes Made After Travel

If, after your departure, a significant part of your Package cannot be provided, you will be offered a suitable alternative if possible. If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, we will return you to the place of your departure. If appropriate, we will also pay you compensation, unless your return has been due to circumstances beyond our control. The amount of compensation will be reasonable, taking account of all the circumstances.

#### A7. Cancellation By Us

We can cancel your Package and any other holiday we operate. On rare occasions, we may need to cancel your Package if there is insufficient demand for your particular Package. If we have to cancel a Package for any particular reason, we will tell you as soon as reasonably possible. In these circumstances, we will, if we are able to do so, offer you an alternative Package of equivalent or closely similar standard and price at no extra cost, or a less expensive Package, in which case we will refund the difference in price. If you do not wish to take the alternative we offer you, you can choose another offered for sale by us and pay, or receive a full refund of, any price difference. Or, if you prefer, you can receive a full refund of any money you have paid to us, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. However, we will not cancel your Package within 10 weeks of departure except if we are forced to do so because of unusual circumstances we could not have foreseen, where we could not avoid the results of those circumstances even after taking all reasonable care. (See 'Circumstances Beyond Our Control' above) No compensation will be payable in these circumstances, whenever they happen, and we will only have to offer you the above choices. We can also cancel if you fail to make payment for your booking on time.

#### A8. Flight Delays

Delays sometimes occur. We work closely with the airlines and overseas offices to make sure any delay is as short as possible. When a delay occurs we will try to make sure refreshments or meals are provided when appropriate. We will not do this ourselves as such arrangements will normally be the responsibility of the airline. If you have taken out our recommended travel insurance or a comparable policy you should have cover against delays.

#### A9. Our Liability To You

(i) Our obligations, and those of our suppliers providing any service or facility involved in any of your Package, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the CAA) will be proper performance of our, and our suppliers', obligations. Conversely, however, reasonable skill and care does not necessarily mean compliance with each and every local law and regulation particularly where these impose absolute obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.

(ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraph (i) above and (v) below, should any part of your Package not be as described in the relevant brochure, on our websites or elsewhere by us (as applicable to your method of booking) before you leave the UK. If we have liability, we will, subject to paragraphs (iii), (vi), (vii), (viii), and (ix) below, pay you reasonable compensation. However, the maximum we will pay you in any circumstances is twice the price of the Package. This maximum will only be payable when every aspect of your Package has gone wrong and you have not received any benefit from your Package. Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us.

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

(iv) For claims which involve death or personal injury as a result of an activity forming part of your Package (excluding Overseas Booked Excursions see Section entitled "Excursions"), we have liability subject to paragraph (i) above and (v) below. If we accept liability, we will, subject to paragraphs (vi), (vii), (viii), (ix) and (x) below, pay you reasonable compensation.

(v) We accept liability in accordance with paragraphs (i), (ii) and (iv) above and subject to paragraphs (vi), (vii), (viii), (ix) and (x) below except where the cause of the failure in your Package or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers because it is either attributable to you, or attributable to someone unconnected with the Package and is unforeseeable or unavoidable; or because the failure is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or due to an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(vi) If any International Convention applies to or governs any of the services or facilities included in your Package arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). For further details of the International Conventions which may apply, see paragraphs (vii) and (viii) below. You can get copies of the relevant Conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other International Conventions applicable to your Package. Any applicable Protocols or amendments shall apply to all such International Conventions.

(vii) International Conventions in respect of international air travel include the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955 and by any additional Montreal Protocols of 1975 and 1999 or otherwise) or the Montreal Convention 1999 (for international travel by air and/ or for airlines with an operating licence granted by an EU country, which the EC Regulation on Air Carrier Liability No 889/ 2002 for national and international travel by air has given effect to). Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any flight arrangements (including the process of getting on and/or off the aircraft concerned) provided by any air carrier where we have arranged the flight as part of our contract, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is limited to the most the carrier concerned would have to pay under the International Convention or Regulation which applies to the flight in question. Please note: for all such claims (including those involving death or personal injury) where the carrier is not obliged to make any payment to you under the applicable International Convention or Regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable Convention or Regulation), we are similarly not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the airline for the complaint or claim in question. Please also note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable Convention or Regulation.

(viii) Other International Conventions which may apply include in respect of rail travel, the COTIF Convention concerning International Carriage by Rail 1980 (as amended); in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962.

(ix) You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled "If You Have A Complaint".

(x) Should you become ill while on your Package, you must, in addition to reporting your illness to our representative, local agent or Duty Office, consult a local doctor and also consult your GP upon your return to the UK. Should you then wish to make a claim against us as a result of that illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.

(xi) If you or any member of your party suffers during your Package any difficulty through misadventure as a result of any activity which does not form part of your contracted Package arrangements, we will offer you prompt assistance. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of £1,000 per booking and is subject to you notifying us that you require such assistance within 30 days of the incident. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you obtain a costs order against anyone in relation to the incident, you must repay to us the costs and expenses we spend in assisting you.

(xii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Package.

#### **A10. Baggage**

The amount of compensation we will pay for any loss or damage to luggage is limited in accordance with the Conventions listed in the above Section A9. For claims for missing or damaged baggage you must follow the rules on the back of your ticket or contained within the carrier's conditions of carriage. Please note time limits apply within which to notify us or the carrier and make a claim. We will not accept liability for high-value items which you should insure for the appropriate amount.

### **B. Single Components**

The terms set out below, together with the terms set out in Section C, apply to non-Package bookings.

#### **B1. Price Changes**

Price increases may occur any time prior to full payment being received from you, and you will be liable to pay any such increases in full.

#### **B2. Transfer of Bookings**

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

#### **B3. Cancellation / Amendment of Bookings by You**

Bookings may be amended or cancelled in accordance with the relevant supplier's terms and conditions and subject to the supplier's amendment and cancellation charges. In many cases our flight suppliers may impose charges of up to 100% of the cost of the travel arrangements and these will be passed onto you. Please refer to Section C7 and C8 for more details on changing your booking.

#### **B4. Changes Made to Your Booking**

Where a supplier makes a change to a non-Package booking you do not have the same legal rights as with a Package booking. If we are aware of any change which we believe will materially affect your booking we will tell you as soon as reasonably practicable but you must appreciate that we will only have an obligation to tell you if we have been told in the first place by the supplier. It is the responsibility of the supplier to make alternative arrangements; it is not our responsibility. Where, however, we believe a change has a significant effect on your booking, we will endeavour to arrange with the supplier(s) to provide you with suitable alternative arrangements. If suppliers impose additional costs for any alternative arrangements you will be obliged to pay those

#### **B5. Our Liability to You**

Our responsibility is to make arrangements for the provision by the relevant suppliers (including air carrier of air transport, accommodation owner/supplier, car hire provider) of the components you book, but we do not have any responsibility for the operation of the component itself.

We have no liability to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your use of the single component unless we have negligently failed to select a normally competent provider of the relevant component. Further, we have no liability to you in any event for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with the single component you have booked with us.

Please note, with the exception of flight only bookings which are ATOL protected under our ATOL License 0606 or 1179, in the unlikely event of our collapse/insolvency, any money you have paid us for any other components is not protected by a scheme of financial protection. If this is important to you, we recommend you book a Neilson or Swiss Travel Service Package or obtain suitable travel insurance.

#### **B6. International Conventions**

If any International Convention applies to or governs any of the services or facilities arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol 1955 and by any additional Montreal Protocols of 1975 and 1999 or otherwise) or the Montreal Convention 1999 (for international travel by air and/ or for airlines with an operating licence granted by an EU country, which the EC Regulation on Air Carrier Liability No 889/ 2002 for national and international travel by air has given effect to); in respect of rail travel, the COTIF Convention concerning International Carriage by Rail 1980 (as amended); in respect of carriage by sea, the Athens Convention 1974 (as amended); in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. Any applicable Protocols or amendments shall apply to all such International Conventions. You can get copies of the relevant Conventions if you ask us. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other International Conventions applicable to your travel arrangements.

### **C. All Bookings**

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

If you are booking on the internet or over the phone the lead name on the booking must be a minimum age of 18. If you are under 18 and travelling without an adult we will only allow you to book at a high street travel agent provided your parent/legal guardian is present and subject to you satisfying our suppliers' conditions of travel. The parent/guardian will be required to sign the booking form in front of the travel agent and a contract will then exist between the parent/legal guardian and us.

The lead name is responsible for payment of the total booking price, including any insurance premiums and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any changes thereto and confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information in the relevant brochure and on our websites (as applicable).

#### **C1. Payment terms**

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

- A deposit at the time of booking followed by the remaining balance due on the booking. You will be advised of the current deposit payable at the time of booking. The remaining balance for the Holiday is due by the date specified on your confirmation invoice (this will usually be either 10, 12 or 14 weeks before your travel date, depending on the type of Holiday booked); or
- The full cost of the Holiday if you book a Late Holiday (see 'Late Holiday Bookings' above for definition), or, if it is 10, 12 or 14 weeks or less before you go (depending on the type of Holiday booked).
- Such other deposit as may be required by the supplier of the services for the arrangements in question.

You will be advised at the time of booking what payment is required for your particular arrangements. The balance of the cost of your travel arrangements must be paid by the date specified on your confirmation invoice or, if you have booked through a Travel Agent, please ensure payment reaches the Agent by the date they have advised. We may cancel your Holiday if you do not make your final payment on time. If we do this we will keep your deposit. If we extend the period for you to pay the final payment at your request, and you still fail to pay or cancel your booking, the cancellation charges will be increased in accordance with the section entitled 'Cancellation By You'. If you book through one of our authorised travel agents, they will hold all the money you pay for your Holiday on our behalf. Please check the details on your invoice carefully. If you have any questions, or anything does not appear to be right, you must contact our reservations staff or your travel agent, immediately. If you are purchasing a travel insurance policy through us, the premium for this will also be payable at time of booking.

**C2. Late Holiday Bookings**

Certain bookings made within 14 weeks of departure will be regarded as 'Late Holiday' bookings. You will be told at the time of booking whether or not the booking you seek to make is a normal booking or a 'Late Holiday' booking, and the difference between the two. It will then be your choice as to how you wish to proceed. Please be aware that 'Late Holiday' bookings always require payment of the price in full at the time of booking whenever that may be. 'Late Holiday' bookings may be either booked through promotional publications or from a Brochure or on the website. Accommodation may either be named at the time of booking or allocated when you arrive at your destination. 'Late Holiday' bookings are not always cheaper than the prices in the brochure, as prices are set according to demand. Additional terms and conditions apply for 'Late Holiday' bookings and these are contained on our reservation system and website. Not all services and facilities as advertised in this Brochure will be available for 'Late Holiday' bookings. Please check with your travel agent or check on the website carefully before booking.

**C3. Method of Payment**

**Credit Cards:** We accept Barclaycard/Visa, Access/MasterCard. Customers choosing to use this method of payment will be subject to a credit card handling fee of which will be advised at the time of booking.

**Debit Cards:** we accept payment by most forms of debit card. We will not charge a handling fee for payment by this method.

**Prevention of Fraud:** We will ask you to provide your credit card or debit card billing address and cardholder details when you book. Please ensure that the details you give match those on your credit card billing statement. We reserve the right to cancel tickets after issue if payment is declined or incorrect cardholder details and billing information have been supplied to us. To help combat fraudulent activity, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

**C4. Insurance**

It is a condition of our contract with you that you have suitable insurance cover for the travel arrangements you have booked with us and any activities which you expect to take part in. For a no obligation quote, please visit your local Thomas Cook or Going Places travel agent or visit the website [www.thomascookinsurance.com](http://www.thomascookinsurance.com)

**C5. Flight Reconfirmation**

It is your responsibility to ensure that you reconfirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys after you have left the UK.

**C6. Ticketing**

Your tickets and any other documents relating to your booking will be sent to the address which you give us at the time of booking, or may be delivered by e-mail in the form of an e-ticket if you supplied an e-mail address at the time of booking. Provided you have paid the total cost of the travel arrangements, we will endeavour to dispatch your tickets to you at least 2 weeks prior to departure. IT IS IMPORTANT THAT YOU CHECK ALL DETAILS OF YOUR TRAVEL DOCUMENTS BEFORE LEAVING THE UK. IF THERE ARE ANY INACCURACIES OR YOU HAVE ANY OTHER QUERY PLEASE CONTACT US IMMEDIATELY.

**C7. Changes You Make Before Travel**

If you want to change the arrangements you have booked in any way, we will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time and to our terms and conditions and those of the transport or accommodation providers'.

For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking.

The lead name on the booking must give to your travel agent or to us directly, notice to change. We will apply charges from the date we receive the instruction from you or your travel agent.

You may not change a holiday chosen from our brochures/websites to special offer holiday such as those featured in promotional publications, or to a 'Late Holiday' (see section 'Late Holiday Bookings'), without incurring cancellation charges. Such a change would necessitate the cancellation of your existing arrangements subject to our cancellation charges shown and the re-booking of new arrangements at the price applying on the day the booking is made.

We will not be able to amend the details of a 'Late Holiday' (see section 'Late Holiday Bookings' for definition), unless you are prevented from proceeding with your Late Holiday for reasons beyond your control, and not simply due to a change of mind. Cancellation charges apply to all amendments to holidays of these types. See section 'Cancellation by You' for more information.

You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from travelling for reasons beyond your control and not simply from a change of mind.

The following tables set out the charges for changes you make to bookings:

**Our Charges for Amendments to Package Holidays that include Charter Flights**

The costs shown are changes per person

Type of Change	Notice given more than 70 days	Notice given 70-29 days	Notice given 28 days or less
Transport	£35 a change	£50 a change	Cancellation charges - see 'Cancellation by you'
Date of travel (see note 1)	£35 a change	Cancellation charges - see 'Cancellation by you'	
Destination Airport	£35 a change	Cancellation charges - see 'Cancellation by you'	
Accommodation	£35 a change	£50 per change	Cancellation charges - see 'Cancellation by you'
Name Change (see note 2)	£35 a name change		

Note 1: It is not possible to transfer your booking to a departure date more than 6 months after your original travel date without incurring cancellation charges.

Note 2: You are not permitted to change all the names on any booking and therefore, at least one of the passengers (over 18) on the original booking must remain. Name changes on day of departure, where permitted, will incur additional administration costs.

**Our Suppliers Charges for Amendments to Package Holidays that include, Scheduled Flights, Low Cost Carrier Flights and other Transport Services (such as Eurostar).**

Please note that the majority of our flight, car hire, Eurostar and transfer providers do not typically allow changes to be made to tickets after bookings have been made. The tickets we sell are very restrictive and our charges reflect the charges imposed by our suppliers.

Changes such as name changes (including initial changes), destination and date changes can be treated by such suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking we will pass on to you the cost imposed by the supplier, which could be up to 100% of the ticket price, in addition to any difference in price for the changed arrangements and, you must also pay an amount to cover our administration costs as detailed below. Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

In addition to any charges applied by the transport providers, we will also apply a maximum charge of £25 for each person on the booking and for each item you want to change to cover our costs of administering the change. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made.

Transport Services (Flights, Eurostar, Car Hire, Transfers)	Suppliers' Charges	Our Charges
Any change including name changes, destination, date and time changes.	Up to 100% of the cost as advised to us by the transport provider(s)	Up to £25 per person per change.

Accommodation	Notice given more than 56 days	Notice given 56-22 days	Notice given 21 days or less
Any change to your accommodation.	Up to £35 a change	Up to £50 a change	Cancellation charges - see 'Cancellation by you'

**Changes You Make to Extra Services**

If you change any 'Extras' such as lift passes, tuition, equipment rental or excursions we will pass on any costs imposed by the provider of the service, which may be up to 100% if the cost of the extra service. In addition, we will charge up to £15 per person per change to cover our costs of administering the change.

**C8. Cancellation By You**

The lead name on the booking must give to your travel agent or to us directly, notice to cancel in writing, either to the Travel Agent or to the correspondence address as stated on the invoice. We will apply charges from the date we receive the instruction from you or your travel agent. For cancellations you make to accommodation, the charges set out in the table below will apply, in addition to any difference in price for the changed arrangements. The flights and Eurostar tickets we sell are 100% non-refundable in the event you want to cancel your booking in full or in part. Please note that the price of your flight includes the amount (currently £2.50 per person) which we are required to pay to the CAA as part of the ATOL Protection Contribution ("the APC Sum"). In the event that you choose to cancel your flight the APC Sum is not refundable in any circumstances.

If you do cancel, you must still pay any insurance premiums and administration charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

• **Our Cancellation Charges for Package Holidays that include Charter Flights**

Time we receive your notice to cancel before departure	Cancellation charge (excluding 'Late Holiday' bookings)	Cancellation charge for 'Late Holiday' bookings
More than 70 days	Loss of deposit	Loss of deposit

70-64 days	30% cost of holiday (or loss of deposit if greater)	100% cost of holiday
63-50 days	50% cost of holiday	100% cost of holiday
49-29 days	70% cost of holiday	100% cost of holiday
28-11 days	90% cost of holiday	100% cost of holiday
10 days or fewer	100% cost of holiday	100% cost of holiday

If any member of the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements. If you do cancel, you must still pay any insurance premiums and amendment charges, which arose before the cancellation, and any deposits paid for any pre-booked items or services.

• **Our Cancellation Charges for Package Holidays that include, Scheduled Flights, Low Cost Carrier Flights and other Transport Services (such as Eurostar).**

When we sell you a Package including transport services other than Charter flights, we generally ask for only a low deposit when you make your booking. Such deposits are unlikely to cover the costs we incur if you cancel your booking outside of 56 days of departure. In consideration of accepting a lower deposit when you book, our cancellation charges for Packages significantly increase within 56 days of departure. Within 7 days of departure any cancellation you make incurs 100% charges and the price of your Package is non-refundable.

Time we receive your notice to cancel before departure	Our Charges
More than 56 days	Loss of Deposit for each person cancelling.
56-8 days	80% of the total Package cost for each person cancelling.
7 days or fewer	100% of the total Package cost for each person cancelling.

• **Cancellation of Accommodation**

Please note, in some cases we negotiate special offer rates with our accommodation providers, such rates may not allow cancellations of accommodation – any such changes will incur up to 100% charges. Where this applies, you will be advised at the time of booking. For all other cancellations you make to accommodation the following charges apply.

Time we receive your notice to cancel before departure	Accommodation Only Cancellation charge
More than 56 days	Loss of Deposit
56-35 days	20% of Accommodation cost (or loss of deposit if greater)
34-15 days	30% of Accommodation cost (or loss of deposit if greater)
14-8 days	50% of Accommodation cost (or loss of deposit if greater)
7 days or fewer	100% of Accommodation cost

• **Flight Only or Eurostar Only Cancellations**

The flights and Eurostar tickets we sell are 100% non-refundable in the event you want to cancel your booking in full or in part. The tickets we sell are very restrictive and our cancellation charges reflect the charges imposed by our flight providers and Eurostar.

**Cancellation of Flight only or Eurostar tickets**

Flight Only or Eurostar Only Cancellation charge
100% of the cost you have paid us when you give notice to cancel.

• **Cancellation of Extra Services**

If you cancel any 'Extras' such as lift passes, tuition, equipment rental or excursions we will pass on any costs imposed by the provider of the service, in addition, we will charge up to £35 to cover our costs of administering the change. If you cancel any travel insurance you booked through us your premium will not be refunded, as cover under the policy will already have begun.

**C9. Suppliers' Conditions**

Our third party suppliers have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our Suppliers' Conditions will also apply to your contract with us, and in the event of any conflict between the Suppliers' Conditions and our conditions, the Suppliers' Conditions will prevail, save to the extent that any term in the Suppliers' Conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our Suppliers' Conditions may limit or exclude liability on the part of the relevant supplier and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and are often subject to International Conventions. Where relevant, copies of such conditions may be available for inspection at the office or on the website of the relevant supplier.

**C10. Airline Collapse**

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

In making alternative return flight arrangements for you we will take the approach of 'like for like'. What this means is that if your flight is an economy seat we will arrange an economy return alternative and if this is not available immediately, you will be responsible for the cost of remaining abroad until it is or if you wish to upgrade to an immediately available business or first class seat, you will have to pay the difference between the economy seat and the upgraded seat. If your flight seat is business or first class, we will endeavour to find an immediately available business or first class alternative. Our priority, however, will be to book your return flight as soon as possible and, therefore, if the earliest return flight is in a lower class than that which you booked, that return flight is what we will arrange for you and that will be the extent of our obligation to you.

**C11. Flight and Other Travel Timings**

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

**At the Airport – Check-in**

If you fail to check in on time, the airline is entitled to refuse to allow you to board the flight. We cannot accept responsibility if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements to your resort, any cost or loss incurred as a result will be your responsibility.

If you fail to check in at all for your flight from the UK, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use your return flight to the UK. No refund can be made for any unused arrangements.

Important notice: you must check-in at least 1 hour prior to departure, failure to do so could result in you being denied travel. Remember no calls will be made for your flight so please make sure that you are at the departure gate no later than 45 minutes before your departure time. Passengers that are refused travel will be responsible for arranging alternative transportation at their own expense.

**C12. Denied Boarding**

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

**C13. Complaints**

If you are not satisfied with any aspect of your travel arrangements please complain as soon as possible to the relevant person (for example, your holiday representative, if applicable, the hotel management or Customer Relations Desk). If they cannot help you must contact us on the telephone number supplied to you on your invoice/receipt and we will do everything reasonably possible to sort the problem out. If you are still not satisfied please write to the relevant address below within 28 days of returning home. If you have special needs, which prevent you from writing to us then, where possible, we will accept details of your complaint over the telephone. The address to send complaints to is:

For all Ski and Snowboard Holidays	For all Lakes and Mountains, Beachclub and Yachting Holidays
Customer Relations – Neilson/STS/Skidom	Customer Services
Thomas Cook Group	Locksview
2/4 Godwin Street	Brighton Marina
Bradford	Brighton
BD1 2ST	BN2 5HA

To speak to us personally please call 0845 070 3464

Alternatively you can email us using the relevant address below:

[customerservices@neilson.com](mailto:customerservices@neilson.com)  
[customerservices@swisstravel.com](mailto:customerservices@swisstravel.com)  
[customerservices@skidom.com](mailto:customerservices@skidom.com)

We would point out that failure to follow the above procedures and/or failure to complain within 28 days of your return, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. Any such rights will be reduced or extinguished if, had you followed the above procedures, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

It is difficult and sometimes impossible properly to investigate a complaint if we are not told about it reasonably quickly once your trip is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your trip, prevent us from carrying out a proper investigation.

We aim to resolve all complaints ourselves, but if this is not possible, your complaint can be considered under a dispute resolution scheme devised by ABTA and administered by CEDR Solve. We will give you details of this scheme if you ask. The scheme does not apply to claims over £25,000 in total or more than £5,000 per person, or to claims mainly about illness or injury. To take advantage of the scheme you must contact the CEDR Solve within 12 months of returning from your trip.

#### C14. Travel Advice

For up to date UK Government health & travel advice (including passport, visa and health requirements) please contact the Foreign & Commonwealth Office Travel Advice Unit. The FCO may have issued information about your holiday destination. You are advised to check this information on the FCO website: visit [www.fco.gov.uk](http://www.fco.gov.uk). Alternatively call 0845 8502829. See our website for further information.

#### C15. General Information

**Joint Services:** Please note that two airlines may share the same services; therefore a flight may not be operated by the airline whose designated code is shown on your itinerary and ticket.

**Taxes:** We will advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant airline when you reconfirm your flight details.

#### C16. Special requests

If you have a special request for anything that is not automatically part of the travel arrangements you book through us, please advise us when you book and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights. We will not pay compensation for failing to meet a special request that we have not confirmed separately in writing.

#### C17. Disabled Travellers and Passengers with Reduced Mobility

We cannot be held responsible if you fail to tell us about special needs/requirements that will affect your holiday experience and this means we will not compensate you. For customers who require support or advice prior to booking, please note carefully the information below regarding different travel arrangements and for further assistance please contact our Special Needs Team on 0800 1073409. This is a dedicated telephone line for special needs enquiries and we are unable to transfer calls to other departments.

If you have a medical / mobility problem / condition or disability which may affect your holiday, please tell us before you confirm your booking. We and our suppliers may require a doctor's certificate or other documentation, information or waiver relating to such disability, medical / mobility problem or condition or fitness to travel as we or our suppliers consider necessary. In any event, you must give us full details in writing at the time of booking.

#### Overseas accommodation and services

The majority of overseas accommodation, overseas transport (including transfers) and other holiday services provided overseas are not equipped to cater for the needs of many disabled holidaymakers. If you have any disability, you must make appropriate enquiries about the suitability of particular accommodation, resorts, transport and services, and that you are fully satisfied you have made the correct choice before you book and confirm your holiday. Please note: if special arrangements need to be made for you an extra charge may have to be levied.

#### Flights

If you or a member of your party are a wheelchair user or have reduced mobility we strongly advise that you contact us directly or your travel agent before making your reservation. This will enable your travel agent to confirm with us or the airline and airport the availability of any assistance requirements prior to booking, as any changes made after booking will be subject to our standard change fees.

#### C18. Excursions

Excursions include, but are not restricted to, any sightseeing trips, events or other tours for which additional payment is required. Excursions can either be booked and/or paid for in resort or pre-booked and paid for when you book your Package with us ("Pre-booked Excursions"). All excursions are supplied by third party suppliers and are subject to the section entitled "Suppliers' Conditions" above. We accept, subject to the Sections entitled "Suppliers' Conditions" and "Our Liability to You" above, responsibility for Pre-booked Excursions. However, Overseas Booked Excursions do not form part of your Package and are not governed by the Package Travel, Package Holiday and Package Tours Regulations 1992. We do not have any responsibility or liability whatsoever for anything which may go wrong on an Overseas Booked Excursion. We, our servants, employees or agents are acting, depending upon the actual Overseas Booked Excursion, either as agents for the relevant Overseas Booked Excursion supplier or as agent for you. In any event the contract for any Overseas Booked Excursion is between you and the Overseas Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Overseas Booked Excursion, literature, ticket or receipt you are given. For Overseas Booked Excursions you may be subject to the laws of the country in which you take your excursion and may be required to bring any disputes or claims before the Courts of that country also.

#### C19. Flight Detail

If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, we will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

#### C20. Information and Prices

We publish brochure and website information many months in advance and, as far as we know, all information is correct at the time of publication. However, things may still change after publication and we check regularly to see if we need to update or correct any information or prices. If there are any significant information changes or we find any mistakes, we will put details on our computer reservation system or website so you will receive the latest information when you make your booking.

Descriptions of accommodation, facilities, services and itineraries we provide are based on information obtained from our suppliers. Sometimes the facilities described, such as air conditioning, swimming pools or equipment for activities (for example, a particular dinghy, bike, windsurfer or a water ski boats), will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible.

Some activities, for example, tobogganing, snowmobiling and dog-sledding, parasailing, scuba diving, watersports or golf, where not directly provided by us, or facilities such as hire shops, restaurants, shuttle buses and ski lifts, may not be available at all times and are normally managed by independent local operators. We have no control over their availability or prices. Outside the peak season it is common for facilities and services to be less widely available, both in your accommodation and holiday resort/destination generally. Some activities or facilities may not be available all year round. There may be a charge for some facilities, for example, TVs, safety deposit boxes, saunas, and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. Any transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

#### C21. Diving

Failure to produce your qualification may result in refusal to dive and you will not be entitled to a refund on your dive pack. You may be asked to complete a Scuba Review if you have not dived for a period of 6 months or more. Unless this is pre-booked you will be charged extra in resort.

#### C22. Data Protection

By making a booking with us, you agree we may use and disclose the information you provide for the following purposes: to enable us to process your booking (which will include passing your information to third party suppliers, such as hoteliers and airlines, and may involve sending your information to countries that do not have an equal level of privacy legislation to that in the UK); for market research and analysis purposes; for improving customer service; for the detection and prevention of fraud or other crime (which may include providing your information to organisations such as Banks and credit card companies); for compliance with legal requirements (which will include passing your information to public authorities such as customs and immigration) and for marketing contact by means of post or telephone to provide you with offers, products and services from companies within the Thomas Cook group and carefully selected third parties. If you purchase travel insurance from us, we will need to pass your personal data (including sensitive personal data and personal/sensitive data relating to other members of your travelling party) to the insurance company. Telephone calls to/from ourselves may be recorded for training and quality purposes and for preventing/detecting crime. If you have booked with us via our web site, or if you have chosen for us to contact you by e-mail, we will communicate with you using the e-mail address you have provided to supply you with your travel documentation. We are entitled to assume that the e-mail address you have provided is correct and that you understand and accept the risks associated with using this form of communication. Please note that you may still need to contact us by post or via our call centre as required by our booking conditions. If you wish to make a data subject access request for a copy of any personal data we hold on you, please write to: The Company Secretary, Thomas Cook Group UK Ltd, UK Legal Department, Unit 17 Coningsby Road, Peterborough, PE3 8SB. If you wish to opt out of receiving marketing communications from us, please advise one of our sales consultants or make the appropriate opt out choices on the website when you book.

#### C23. Your Responsibility

We want all our customers to have an enjoyable, carefree Holiday. But you must remember that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe:

- your actions could upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage property; or
- you are unfit to travel;

we may end your Holiday and terminate your contract. You and your travelling party will be prevented from using your booked accommodation, transport, and any other Travel Arrangements forming part of your booking and we will not be liable for any refund, compensation or any other costs you have to pay. Alternatively at our discretion, you may be permitted to continue with your Holiday but may have additional terms of carriage imposed upon you. See 'In-Flight Safety in the All You Need To Know/Holiday Information sections of the relevant brochure and on our websites for further details.

In addition to the above and the effect your actions may have on others, you must particularly also bear in mind that you are responsible for your safety, and that you are responsible for the condition of the property you occupy. We are not responsible for any accidents which occur in or around swimming pools due to your inappropriate, or irresponsible behaviour, or for any accidents which occur anywhere on properties because of glass, china or the like which you have broken and/or have left in a way in which injury can result.

We expect that you will enjoy your holiday with us. We appreciate that you may well drink alcohol as part of your enjoyment. You must, however, do so responsibly and we will have no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol.

We will hold you and the members of your travelling party jointly and individually liable for any damage to the accommodation, furniture, apparatus or other materials located within the accommodation, together with any legal costs we incur in pursuing a claim. It is your duty to report any breakages, defects or damage to an appropriate person immediately.

If your behaviour or the behaviour of any members of your travelling party causes any transport aircraft to be diverted we and/or the carrier will hold you and those members jointly and individually liable for all costs incurred as a result of that diversion.  
We cannot accept liability for the behaviour of others in your accommodation or flight, or for any facilities/services withdrawn as a result of their action.

**C24. Law and Jurisdiction**

Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland (as appropriate), can deal with any disputes.