

## **DEPOSIT & INSTALMENTS (DIRECT DEBIT) TERMS & CONDITIONS**

If you choose the Direct Debit payment option (available on selected bookings) the following conditions apply:

### **General**

1. In order to secure your booking, a deposit must be paid.
2. If you agree to these Deposit & Instalment (Direct Debit) Terms and Conditions and successfully set up instalments and stick to the payment plan, your holiday balance will be paid off in line with the tour operators booking conditions.
3. Instalments are administered using a Direct Debit payment scheme and processed on behalf of Thomas Cook Retail Ltd and TCCT Retail Ltd, by GoCardless. GoCardless is authorised by the Financial Conduct Authority under the Payment Services Regulations 2009, registration number 597190, for the provision of payment services. GoCardless is a BACS approved bureau.
4. Once you choose to pay for your holiday by instalments, you will have a choice to set your scheduled payment date.
5. For online bookings, you'll be passed to a secure Direct Debit page on our website that is hosted by GoCardless. Please then complete your account details here to finalise setup. The bank account details should belong to the lead named customer on the booking. Once completed you will be taken back to the confirmation page of your holiday booking.
6. For bookings made in our stores or by phone, your travel consultant will ask for your bank account number and sort code and these will be processed through the GoCardless secure Direct Debit mandate. The bank account details should belong to the lead named customer on the booking. Once completed your holiday documentation will be issued.
7. You'll receive a notification from [help@gocardless.com](mailto:help@gocardless.com) to confirm that the Direct Debit has been set up. You'll also receive a notification from [help@gocardless.com](mailto:help@gocardless.com) to confirm the holiday repayment schedule.

### **Additional Conditions if your booking is made with a Low Deposit**

8. Selected package holidays offered by Thomas Cook Group brands (including Airtours, Manos, Club 18-30), qualify for a low deposit offer. This means the deposit you pay when booking will be an amount lower than the tour operators full deposit. The full deposit is the tour operators standard deposit amount and is the minimum amount you will have to pay if you cancel your booking. Refer to your tour operator/supplier's booking conditions for details of their full deposit.
9. If after paying your Low Deposit, you do not set up the Direct Debit instalments, or you (or we) cancel your Direct Debit (whether or not you have made any instalment payments), you need to pay any remaining deposit amount 8 weeks after booking.  
If your Direct Debit is cancelled before you've paid the full deposit (see point 8), the remainder of the full deposit is payable 8 weeks after booking unless stated otherwise by us.

### **Cancelled Direct Debits or Failed Payments**

10. We'll attempt to collect the Direct Debit instalments on the agreed date(s). If the first attempt at collecting a payment is not successful for any reason, we will make up to two further attempts to collect over the following seven days. If our attempt(s) to collect payment fails, the instalment payment will be skipped, and your final instalment to pay your holiday cost in full will be adjusted by

the missed amount, but it will not be possible to collect this final payment by Direct Debit, and you will need to contact us to pay this by suitable alternative payment method by your final balance due date shown on your Booking Summary & Receipt.

11. Where applicable, we will continue to collect the next scheduled payment instalment as normal after any failed payment (unless the next scheduled payment is the final instalment, when the process as set out in 10. above will apply).
12. If your payment fails the month after a previous failed payment, we will cancel the Direct Debit payment plan and all payments that remain due must then be paid by you by a suitable alternative payment method. Once we've received your full deposit, the remainder of your holiday cost will need to be paid by your final balance due date shown on your Booking Summary & Receipt.

### **Cancelled Holiday Bookings**

13. If you cancel your holiday booking before your final balance is due to be paid to us, you agree to pay a cancellation charge equal to the full deposit. If you have paid more than the full deposit at the point we receive your notice to cancel (for example, because the Direct Debit instalments amounted to more than our full deposit), we will refund you the amount you have paid in excess of the full deposit by BACS transfer to the account that instalments were taken from. If you have paid less than the full deposit at the point we receive your notice to cancel (for example, because the Direct Debit instalments amounted to less than our full deposit), you agree to pay us the difference between the amount you have paid and our full deposit. You'll have to pay this when you ask us to cancel your booking.
14. If you cancel after the final balance due date (as shown on your Booking Summary & Receipt), please check the Tour Operators Booking Conditions for cancellation charges (or ask us for details).

### **Changing the Direct Debit**

15. If you need to change any payment or the date of payment please contact us and we'll try and help.
16. If you change your bank / current account provider, as part of the transfer, you should ask your new bank to switch your existing Direct Debit over to your new account to ensure instalments are not missed. Please speak to your new account provider in the first instance before contacting us.
17. Once your Direct Debit has been cancelled it is not possible to reinstate it, unless a new Direct Debit mandate/subscription is agreed.

### **Changing your Holiday booking**

18. If you want to make a change/amendment to your holiday booking in any way which means you would need to pay amendment fees (in accordance with the Tour Operator's Booking Conditions), the amendment fee must be paid at the time you make the amendment (and this can't be included in your Direct Debit payment).
19. The effect a change to your booking has on your Direct Debit and the options you will have is set out in the following table:

	Continue with the Direct Debit plan and pay any outstanding amount when your final balance is due (see your Booking Summary & Receipt)	Amend the current Direct Debit subscription to cover the new holiday cost or increased/reduced instalments	Cancel the Direct Debit and pay the outstanding balance by the balance due date
Increase in holiday cost <i>OR</i> Later Departure Date	✓	✓	✓
Reduction in holiday cost	X	✓	✓
Later Departure Date + Reduction in holiday cost.	X	✓	✓
Closer Departure Date	Contact us to discuss options		

For further details and to talk about what happens if you change your holiday, please contact us.

20. If we make a change to your holiday booking that affects the price you pay or the date of travel, please contact us and we will be happy to look at how the change affects your Direct Debit payments.

#### **Data Protection**

21. The information GoCardless collects for direct debit payments may be provided to: (1) GoCardless' representatives (including internal and external finance, audit and tax advisers) who require this information for the proper performance of their authorised business activities associated with the day to day operational activities of the GoCardless business, and/or (2) third party service providers who process and store your information on behalf of GoCardless outside of the European Economic Area, in accordance with the terms of our contract with GoCardless. GoCardless' contact information is : GoCardless Ltd. 338-346 Goswell Road, London, EC1V 7LQ, United Kingdom. Tel: 020 7183 8674, [help@gocardless.com](mailto:help@gocardless.com).
22. All the data collected through the direct debit payment processing system is mandatory to allow such processing and/or confirm such payment processing is in accordance with GoCardless' policies and applicable law. Absent such information, the processing cannot be carried out. Thomas Cook and GoCardless have a legal agreement in place, which provides for the protection of your personal data in accordance with all applicable data protection laws and regulations. The following guarantees have been taken to ensure a sufficient level of protection of personal data: any transfer of personal data by GoCardless outside of the EEA is governed by standard contractual clauses set by the European Commission or another legal mechanism approved as providing adequate protection for your personal data. Should you wish to access your personal data or request their rectification, please direct your request to The Company Secretary, Legal & Compliance Dept., Thomas Cook Retail Ltd, The Thomas Cook Business Park, Unit 17 Coningsby Road, Peterborough, PE3 8SB.
23. The information to be collected, stored, processed, and/or transferred for direct debit payments may include (as applicable): name, e-mail address, address, bank account number and sort code, joint account holders name.

#### **Contact Us**

24. If you have any questions about your Direct Debit instalments, you might find the answer you are looking for on the Customer Support section of our website (type Direct Debit). Alternatively, you can reach our Customer Accounts team on 01733 224 819