

THOMAS COOK DIRECT DEBIT PAYMENT SCHEME

TERMS & CONDITIONS

If you choose the Direct Debit payment option when booking your holiday (available on selected bookings only) the following conditions apply.

In these terms and conditions, “we”, “us”, “our” and “Thomas Cook” means TCCT Retail Ltd (if you book in a store or by phone) or Thomas Cook Retail Ltd (if you book online) and “your travel agent” means a TCCT Retail Ltd travel agency store or call centre.

Key Points:

- **By agreeing to pay by Direct Debit, you accept these terms and conditions.**
 - **When you make a booking eligible for payment by Direct Debit, you will be offered one of the following payment options (these vary by tour operator and date of travel):**
 - 1). **ZERO (£0) DEPOSIT OFFER:** For selected bookings, our zero deposit promotional offer may apply. Where applicable, if you book with a zero deposit you understand and agree that if you fail to set up the Direct Debit or cancel it prior to the first instalment being taken, and don't pay for your holiday by an alternative payment method we accept, your holiday booking will be cancelled and you will still be liable to pay an administration fee of £50.
 - 2). **DIRECT DEBIT LOW DEPOSIT:** Where a zero deposit is not offered, a Direct Debit Low Deposit may apply. This Low Deposit will be less than the standard deposit required by the tour operator. You understand and agree that if you fail to set up the Direct Debit or cancel it prior to the first instalment being taken, and don't pay the first instalment by an alternative payment method we accept, your holiday booking will be cancelled and you will have to pay the relevant cancellation charge due in accordance with the tour operator's booking conditions.
 - 3). **FULL DEPOSIT:** If you pay the full tour operator deposit at the time of booking and then fail to set up or cancel the Direct Debit, your remaining balance of your holiday will be adjusted and you'll have to make all payments by an alternative method that we accept in accordance with the new payment terms that will be notified to you.
 - **For all Zero Deposit and Direct Debit Low Deposit bookings, if you cancel your Direct Debit after the first instalment has been taken, and as a result your booking is cancelled, you will have to pay the relevant cancellation charge due in accordance with the tour operator's booking conditions. Further details on this are set out in paragraphs 8 – 13 below.**
 - **You must inform us promptly if you cancel your Direct Debit so we can arrange an alternative method of payment with you.**
 - **The bank account details used for setting up the Direct Debit should be those of the lead named customer on the booking.**
 - **We reserve the right to cancel your Direct Debit if you fail to make an instalment payment (see paragraph 12 below). Your final holiday balance will be adjusted and you'll have to make all payments that remain due by an alternative payment method that we accept, in accordance with the new payment terms that will be notified to you.**
 - **If you need to change your Direct Debit or you need to change or cancel your holiday, please contact our team on 01733 224809 (for online bookings) or speak to your local Thomas Cook store.**
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General

1. When you book your holiday, you're agreeing to pay for that holiday in monthly instalments by setting up a Direct Debit payment schedule. At the time of booking, you must either pay the required deposit by cash or card or, if a 'Book Now, Pay Later' zero deposit promotion is in operation and offered to you at that time, you will not pay a deposit at time of booking.
2. The monthly instalments are administered using a Direct Debit payment scheme and are processed on our behalf 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.
3. When you choose to pay for your holiday by instalments and set up your Direct Debit, you will be given a default monthly payment date, but in most cases you will be able to amend that date to one of your choosing provided that your first instalment is paid within 28 days of making your holiday booking. You will receive an email confirming the date set for your monthly payments.
4. For bookings made in our travel agency stores or by phone, your travel consultant will need to ask you for your email address, bank account number and sort code and these details will be processed through the GoCardless secure Direct Debit mandate. The bank account details must be those of the customer who is the Lead Name on the booking (as defined in the booking conditions). Once all details have been entered, documents confirming your holiday booking will be issued to you.
5. For bookings made online, you'll be passed to a secure Direct Debit page on our website that's hosted by GoCardless. You'll need to complete your bank details on that page to set up your Direct Debit. The bank account details entered must be those of the customer who is the Lead Name on the booking. Once completed, you'll be taken back to the confirmation page of your holiday booking.
6. You'll receive a notification from help@gocardless.com to confirm that the Direct Debit has been set up. You'll also receive a notification from help@gocardless.com to confirm your holiday repayment schedule.

Additional Conditions When Deposit Paid is Less Than Tour Operator's Standard Deposit

7. If you decide to pay by Direct Debit instalments, you may be able either to pay a deposit that's lower than the standard deposit required by the tour operator (a Direct Debit "Low Deposit") or, if we are operating a zero deposit promotion that applies to your holiday, to pay no deposit ("Zero Deposit"). You'll be advised at the time of booking whether or not a Direct Debit Low Deposit or Zero Deposit applies, or if you have to pay the full, standard tour operator deposit.
8. If you don't set up the Direct Debit instalments, then to avoid the risk of your booking being cancelled, you must contact us without delay to arrange to pay by another means. Failing to set up your Direct Debit means you'll no longer qualify for a Direct Debit Low Deposit or Zero Deposit and you must immediately pay the full standard tour operator deposit by card or cash to avoid your holiday being cancelled by us. If your booking is cancelled, due to failure to make your first Direct Debit instalment payment, and your booking was made at Zero Deposit, you will be required to pay a £50 administration fee.
9. If you set up your instalments, but your Direct Debit is subsequently cancelled by you, or by us (see paragraphs 12 and 13 below), before the amount you've paid is at least equal to the tour operator's standard deposit, you must contact us without delay to arrange to pay by another means. Cancellation of your Direct Debit means you'll no longer qualify for a Direct Debit Low Deposit or Zero Deposit and you must immediately pay the remainder of the tour operator's standard deposit by card or cash to avoid your holiday being cancelled by us and you becoming liable to pay a cancellation charge in accordance with the tour operator's booking conditions.
10. If you decide to purchase Thomas Cook travel insurance at the time of booking your holiday, the cover offered under that insurance will commence as soon as you pay the insurance premium and the insurance certificate is issued to you unless you have been offered and have taken advantage of a Zero Deposit promotion. **PLEASE NOTE: Where you book a holiday and take out Thomas Cook travel insurance under a Zero Deposit promotion, and do not pay any deposit or insurance premium at the time of booking, the cover provided under the travel insurance will not commence until you have paid your first Direct Debit instalment, regardless of any cover start date stated on the insurance certificate issued.**
11. If you cancel your booking, or we have to cancel it due to you failing to make payments when they're due, the full amount of the standard tour operator deposit is the minimum cancellation charge you'll have to

pay (although depending on how close to your holiday departure date the holiday is cancelled, the cancellation charge could be more). Please refer to your tour operator's booking conditions for details of their cancellation charges.

Cancelled Direct Debits or Failed Payments

12. We'll attempt to collect your Direct Debit instalments on the agreed date(s). If the first attempt at collecting an instalment isn't successful for any reason, we'll make up to two further attempts to collect it over the following seven days. If we still can't collect payment, your Direct Debit payment plan will terminate immediately and you'll have to make all payments that remain due by an alternative payment method that we accept, in accordance with the new payment terms that will be notified to you. Once we've received payment of a sum equal to the tour operator's standard deposit, the remainder of your holiday cost will need to be paid by your final balance due date as shown on your Booking Summary & Receipt. If you fail to pay, your holiday will be cancelled in accordance with the tour operator's booking conditions, and you'll then need to pay the appropriate cancellation charge.
13. If you choose to cancel your Direct Debit plan at any time after setting it up, you must let us or your travel agent know and tell us how you intend to pay the remaining holiday cost. Please note that if you cancel your Direct Debit, your final balance due date will be brought forward to the normal balance due date then in force. We will notify you of the new date. If you cancel your Direct Debit because you also want to cancel your holiday booking, you must let us or your travel agent know, you must follow the procedure for cancelling the holiday as set out in the tour operator's booking conditions, and you must pay the appropriate cancellation charge. Please see paragraph 20 below for further information on paying holiday cancellation charges.

Changing the Direct Debit

14. If you need to change any payment instalment amount or the date of payment please contact us and we'll try to help. If we are able to make a change, a maximum of one change of payment date will be permitted. Any subsequent requests will be refused and your Direct Debit plan will terminate immediately. Where this occurs, paragraph 12 above will apply.
15. If you change your bank / current account provider, as part of the transfer you'll need to 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 bank/account provider in the first instance before contacting us.
16. Please note that, once your Direct Debit has been cancelled, it's not possible to reinstate it, unless we agree that a new Direct Debit mandate can be set up.

Changing your Holiday booking

17. If you want to make any change to your holiday booking that means you need to pay an amendment fee (in accordance with the tour operator's booking conditions), the amendment fee must be paid at the time you make the change and this fee can't be included in your Direct Debit payments.
18. The effect a change to your booking has on your Direct Debit and the options you'll have are 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 OR 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 on 01733 224 809 (for online bookings) or speak to your local Thomas Cook store.

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

Cancelled Holiday Bookings

20. If you want to cancel your booking, you must notify us or your travel agent, and you must pay the required cancellation charge as set out in the tour operator's booking conditions. If you've paid more than the tour operator's cancellation charge at the point we receive your notice to cancel (for example, because the Direct Debit instalments taken amount to more than the cancellation charge payable), we'll refund the excess amount by BACS transfer to the account from which the Direct Debit instalments were taken. If you've paid less than the cancellation charge due at the point we receive your notice to cancel (for example, because the Direct Debit instalments taken amount to less than the cancellation charge payable), you agree to pay us the difference between the amount you've paid and the applicable cancellation charge. You'll have to pay this at the time you ask us/your travel agent to cancel your booking. Cancellation charges are set out in the tour operator's booking conditions (or you can ask us for details).

Direct Debit Guarantee

21. Payments you make are covered by the Direct Debit Guarantee. If you receive a refund you are not entitled to, you must pay it back to us when we or GoCardless ask you to.

Data Protection

22. 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.
23. 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 with applicable law. Without 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 steps 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 check what personal data Thomas Cook is holding that relates to you, please write to The Compliance Manager, UK Legal Department, Thomas Cook, Westpoint, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ or email: data.compliance@thomascook.com.
24. 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

25. If you have any questions about your Direct Debit instalments, you might find the answer you're looking for on the Customer Support section of the thomascook.com website (type Direct Debit). For further details and to talk about what happens if you change your holiday, please contact us via Live Chat or by phone on 01733 224 809 (for online bookings) or speak to your local Thomas Cook store.