

Thomas Cook.ie Booking Conditions

These booking conditions apply when you purchase travel arrangements that are supplied by Thomas Cook Retail Ltd as a principal. Please read the following booking conditions carefully as they set out the terms and conditions of the contract between you and Thomas Cook Retail Limited, trading as www.thomascook.ie ("we", "us" and "our"). Our obligations to you will vary depending upon whether or not what you book with us is a "**Package**" as defined by the Holidays and Travel Trade Act of 1995 (the "Act").

Where you book only a 'Flight' or a 'Hotel', or any other single travel product, (referred to in these conditions as "**Single Components**"), please note that the following clauses contain conditions that apply specifically to Single Components. These are clause 2 (Surcharges – Price Changes After Booking), clause 15 (Our Liability To You for Single Components) and clause 25 (Financial Protection).

Our address for correspondence is: Customer Relations Department, Thomas Cook, Westpoint, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ. Address for legal service in Ireland: Thomas Cook Retail Ltd, c/o BLM, Merrion Hall, Strand Road, Sandymount, Dublin 4, Ireland.

1. Accuracy of Information

We publish prices, descriptions and information about our Packages and Single Components in brochures and on websites and, as far as we know, all information is correct at the time of publication. As things can change after publication, we check regularly to see if we need to update or correct any information or prices. If there are any significant changes, we include updates on websites and on our reservation system so you will receive the latest information when you book. If any price shown online or on our reservation system is obviously a mistake, then any booking made based on such a price will not be valid and we will be entitled to cancel any such booking and to provide you with a full refund.

Sometimes facilities will be withdrawn for reasons such as a maintenance, bad weather or lack of demand. Outside the peak season facilities and services may be less widely available, both in your accommodation and resort. Beach activities such as water-skiing and windsurfing are normally managed by independent local operators and we have no control over their availability or prices. Charges may apply for some facilities at your accommodation, for example, safety deposit boxes, sun-loungers and air conditioning. In some places there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your Package or Single Component. Where stated, transfer times for travel between the airport and resort are approximate; the journey time to your chosen property may be longer. If we know about significant building work or other noise likely to affect your travel arrangements, or the withdrawal of any significant facility at your accommodation, we will aim to tell you as soon as possible before you leave. (We cannot provide this advice on bookings where accommodation is not specified before you arrive at your destination).

2. Surcharges - Price Changes After Booking

Packages: 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 €20 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.

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 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.

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 travel arrangements for your Package are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Single Components: Price increases may occur any time prior to departure, you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

3. Your Booking

Before you book please discuss your choice of resort, accommodation and transport with your booking agent, to make sure it will be suitable for you and the people you will be travelling with. Some travel and accommodation arrangements are only available on a request basis - where this is the case you will be advised at the time you make your enquiry and details of the arrangements on request will be shown on any provisional documentation we issue. Any arrangements that we advise you are on request are not confirmed or guaranteed and are subject to change (including price) until we receive confirmation from our supplier. This particularly applies when booking Packages using scheduled airlines before seats are loaded by the airline approximately 10 months prior to departure and, to bookings attempted on line which are not immediately confirmed by us.

The person who signs the booking form or completes the booking online or by telephone is the 'lead name'. He or she must be 18 years of age or over at the time of booking (or 21 in some cases as required by the supplier of services, you will be advised if this applies at the time of booking). Please note that any booking for someone under 18 (or 21) is expressly subject to our clause headed 'Age Policy' below.

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 Holiday Information found in the applicable brochure / website.

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

- A non-refundable deposit as required by us and/or the supplier of the travel services 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 (which could be the full booking cost). The remaining balance must be paid to your booking agent (whether in a store, online or by phone) by the balance due date that they notify to you in writing, or, at the latest by 12 weeks before your travel date.
- The full cost depending on whether; (a) it is required from us by the suppliers of your travel arrangements; or; (b), if it is 12 weeks or less before your travel date.

Special Requests

If you have a special request for anything that is not automatically part of your booking, please check when you book and we will pass this information on to the suppliers we work with. Our note of your request on your invoice 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 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.

Booking Confirmation

Once you have booked we will issue a confirmation invoice setting out the travel details and price. A contract will exist when we issue the confirmation invoice. If you book through one of our authorised travel agents, they will hold all the money you pay for your booking 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. On the invoice, pay particular attention to the date your final payment is due as we may cancel your Package / Single Component 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 scale set out in the section entitled 'Cancellation By You'.

4. Age Policy

If you are under 18 (or 21 in some cases) at the time of booking and wish to travel without an adult accompanying you, we will only allow you to travel subject to the following conditions being met, in addition to any specific conditions/restrictions advised at the time of booking and on your confirmation invoice:

- You will only be allowed to travel/stay in the accommodation if you can satisfy our suppliers age policy (note, some suppliers refuse to accept groups of under 18's and/or passengers aged below 21);
- Some of our Packages and/or suppliers have a minimum/maximum age range (e.g. 17-35 min age 21);

- We do not permit under 18's traveling without an adult to stay in selected accommodation on an all-inclusive board basis;
- We do not permit anyone under 16 to travel without an adult.
- If you are travelling unaccompanied by an adult aged 18 years of age or over and meet the above conditions for travel, you must provide written authority from your parent or legal guardian who must sign the booking form in the presence of a travel agent (telephone and online bookings cannot be made if you are under 18). The travel agent may ask the parent/guardian to produce a copy of their passport showing their name and signature. Written permission from a parent/guardian cannot be accepted unless their signature can be checked. On signing the booking form, a contract will exist between your parent/guardian and us. Where you are permitted to travel unaccompanied by an adult aged 18 years of age or over, you must take written authority from your parent or legal guardian with you as our accommodation supplier may require evidence of this. Failure to adhere to the above conditions may result in your booking being cancelled at any point before or after your departure. If you are prevented from using your accommodation for this reason, you will be liable for any costs incurred in alternative accommodation and/or transport home.

5. Before You Travel

You must take out adequate travel insurance suitable for your needs before you travel. We cannot be responsible for any costs you incur as a result of you failing to do so. For your own peace of mind the insurance should cover you if you have to cancel your arrangements, or for any emergencies such as illness or injury that arise while you are away.

6. Changes You Make Before Travel

If you want to change your travel arrangements 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 the suppliers terms and conditions. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply charges for each person on the booking and for each item you want to change as shown in the table below. Any booking discount you may have received at the time the original booking was made, may be altered or reduced whenever changes are made. If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra and may lose any free or reduced infant and child places or any free group places. And remember any change to your departure date, airport, transport, destination, accommodation, or length of holiday has to apply to all members of your booking.

Costs shown are per change per person*	Notice given more than 84 days	Notice given 84 – 29 days	Notice given 28 days or less
Destination Airport change.	€150 per person up to a maximum of €500 per booking in any one-day.	Cancellation charges – see 'Cancellation By You'	
Flight / Transport change (e.g. time change within same day, UK airport change, carrier change). See Note 1 below.	€50 per person per change	€50 per change per person.	Cancellation charges – see 'Cancellation By You'
Date of Travel (See Notes 1, 2 and 3 below)	€50 per change per person	Cancellation charges – see 'Cancellation By You'	
Accommodation change (See Note 3 below)	€50 per change per person	€50 per change per person	Cancellation charges – see 'Cancellation By You'
Accommodation Room Type / or Board Basis change	€50 per change per person		
Passenger Name change (See Note 4 below)	€50 per name change		

***We will charge amendment fees each time you request us to make a change to your booking, but will not charge more than €150 per person or €500 per booking for each individual request made at any one time. This does not include where cancellation charges are applied as shown.**

Note 1: If you have booked a Flexibletrips branded Holiday, changes to your booking/flight can be very restrictive. We will pass on to you the cost imposed by the supplier, for any amendments they agree to make. Please also note that destination and date changes can be treated by some suppliers as a cancellation and rebooking, regardless of the period of notice given to us. Suppliers may charge up to 100% of the transport element of your booking and you must also pay the charge listed in the table above.

Note 2: A change of travel date with most airlines/transport providers will incur cancellation charges imposed by the supplier which could be up to 100% of the transport element of your booking.

Note 3: 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 changes you make to accommodation the charges stated in the table apply

Note 4: 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. Name changes on day of departure, where permitted, will incur additional administration costs. Name changes (including initial changes), on flights may be treated as a cancellation and re-booking and you will be asked to pay any costs we incur from our suppliers together with the charge set out in the table.

7. Cancellation By You

The lead name on the booking must give notice to cancel in writing either to their Travel Agent or to the correspondence address as stated on the invoice and the charges shown below apply from the date we receive the notice at our offices or the travel agent activates the cancellation.

In order to cover our expected losses from the cancellation of the booking there is a set scale of charges which must be paid by you if you or anyone travelling with you cancels or you cancel any services or arrangements that form part of your booking with us. The charges are a percentage of the cost of the arrangements being cancelled.

Note: These cancellation charges apply to all bookings, except in circumstances where a booking includes items or services where our suppliers own cancellation charges exceed those shown below. In these circumstances any additional cancellation charges will be advised at the time of booking, or, a higher (non-refundable) deposit will be payable at the time of booking. Please ensure you are certain of the fees applicable to your booking by asking us before proceeding to book your arrangements.

Optional Extras: When we refer to 'Optional Extras', we mean anything you choose to add to your booking that is additional to the inclusive transport and accommodation arrangements you book (such as flight extras, flight upgrades, car hire, weddings, park tickets, tours, excursions). If you cancel any Optional Extras for which there is a cost, we will retain any deposit paid for the Optional Extra or we will apply cancellation charges (as set out in the scale below) if you cancel the Optional Extra after your full Package cost has been paid. 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.

Time we receive your notice to cancel before departure	Cancellation charge for Packages and Single Components
More than 84 days	Loss of deposit
84-64 days	30% (or loss of deposit if greater).
63-50 days	50% (or loss of deposit if greater).
49-29 days	70% (or loss of deposit if greater).
28-15 days	90% (or loss of deposit if greater).
14 days or fewer	100% (or loss of deposit if greater).

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.

Please note that where a sector of a flight itinerary is not utilised, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use your return flight ticket. No refund can be made for any unused arrangements.

8. 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 you travel, if there is time. Changes we will tell you about include:

- Change of your Republic of Ireland departure airport;
- Significant change of your destination;
- A change of more than 12 hours to the time you leave the Republic of Ireland or your destination;
- If we downgrade your accommodation by one full 'Tour Operator' rating;
- If the swimming pool will not be available for an extended period during your Package and no alternative pool is available either at the property or nearby.

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 which arose before cancellation. 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 to you or your Travel Agent before departing.	Compensation to each full fare passenger	
	(Option 1)	(Option 2)
84+ days	€0	€0
84-43 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.

9. Minor Changes By Us Before You 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. The flights we offer are operated by a range of scheduled or charter airlines, using wide or narrow body jet aircraft. It may not be possible at the time of booking to specify the airline or type of aircraft. 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 travel documents. We are required to inform you of the identity of the airline operating your flight. Any changes to the operating airline will be notified to you in all cases at check in or at the boarding gate. We reserve the right to change airlines or aircraft types at any time and changes of this type will not constitute a significant change.

10. 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 or Single Component after booking, or we, or our suppliers, cannot supply your Package / Single Component, 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, threat of war, airport closures, epidemic, natural or nuclear disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), change

to Foreign Office advice to advise against travel to destination and significant building work ongoing outside of your accommodation (such as resort development).

11. Changes Made After Travel

If, after your departure, a significant part of your pre-booked Package arrangements cannot be provided, you will be offered a suitable alternative if possible. If appropriate, we will also pay you compensation in accordance with the table in the section entitled 'Changes Made By Us Before Travel' unless the reason for the change is due to circumstances beyond our control (see section entitled 'Circumstances Beyond Our Control'). If it is not possible to offer you a suitable alternative or, for good reasons, you do not accept the alternative arrangements, you will have the right to cancel your booking. In this event, you will have the right to be returned by the same means of transport to your original departure point at no extra cost provided that transport is available. This does not impose an obligation on us to make specific transport arrangements for you if none are available.

12. 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 for this will normally be the responsibility of the airline. For more information on flight delays see the section entitled 'Our Liability to You'. If you have purchased our recommended travel insurance, or a comparable policy, you should have cover against long delays.

13. 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 which arose before cancellation. 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 12 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.

14. Our Liability To You For Package Holidays

(i) When we arrange for third parties to provide the service or facility involved in any of your Package, we have a legal duty to take reasonable skill and care in arranging the provision of such services and facilities. Where we are actually providing the service or facility, we have a legal duty to provide them with reasonable skill and care. In addition to these legal duties, we also have a liability to you under the Holidays and Travel Trade Act of 1995 for our suppliers' failure to perform a service or provide a facility under this agreement. Compliance with any applicable regulatory requirements (such as, for example, those of the Commission for Aviation Regulation) 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 by us before you leave the the Republic of Ireland. If we have liability, we will, subject to paragraphs (iii), (vi) and (vii) 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 EC Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations directly from the relevant airline. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions and which fall within the scope of the EC Denied Boarding Regulations. If, for any reason, you do not claim against the airline 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 airline 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 Resort 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) and (viii) below, pay you reasonable compensation.

(v) We accept liability in accordance with paragraphs (i), (ii) and (iv) above and subject to paragraphs (vi), (vii) and (viii) 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). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; 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; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. 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.

(vii) 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".

(viii) Should you become ill while on holiday, 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 Republic of Ireland. 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.

(ix) 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. This assistance may include our making a contribution towards your initial legal costs in taking action against the person(s) responsible providing you request this within 90 days of the incident in question. All assistance (financial or otherwise) is subject to our reasonable discretion and a maximum total cost to ourselves of €1,000 per booking. 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.

(x) 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.

15. Our Liability to You For Single Components

Our responsibility is to make arrangements for the provision by the relevant suppliers (such as airline, 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. In the event that we do have any liability to you, our liability shall be limited in accordance with any applicable international convention as set out in section 14 (clause vi).

16. 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. 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.

17. Excursions

Excursions include, but are not restricted to, any sightseeing trips, gigs, events or other tours attended in resort for which additional payment is required. Excursions can either be booked and/or paid for in resort ("Resort Booked Excursions") or pre-booked and paid for when you book your Package ("Pre-booked Excursions"). All excursions are supplied by third party suppliers and are subject to the clause entitled "Suppliers' Conditions" below. We accept, subject to the clauses entitled "Suppliers' Conditions" and "Our Liability to You" below, responsibility for Pre-booked Excursions. However, Resort Booked Excursions do not form part of your Package and are not governed by the Holidays and Travel Trade Act of 1995. We do not have any responsibility or liability whatsoever for anything which may go wrong on a Resort Booked Excursion. We, our servants, employees or agents are acting, depending upon the actual Resort Booked Excursion, either as agents for the relevant Resort Booked Excursion supplier or as agent for you. In any event the contract for any Resort Booked Excursion is between you and the Resort Booked Excursion provider. It is your responsibility to note carefully any conditions of contract contained in any Resort Booked Excursion, literature, ticket or receipt you are given. For Resort 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.

18. 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 they are often subject to international conventions. You can get copies of the relevant conditions if you ask us.

19. Baggage

The amount of compensation we will pay for any loss or damage to luggage is limited in accordance with the conventions listed in section 14 (clause vi). For claims for missing or damaged baggage you must follow the rules on your travel documents or contained within the airline's conditions of carriage. Please note time limits apply within which to notify us or the airline and make a claim. We will not accept liability for high-value items which you should insure for the appropriate amount.

19. 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:

20. 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
21. you are unfit to travel;

we may end your Package 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 Package but may have additional terms of carriage imposed upon you. See 'In-Flight Safety in the Holiday Information section found in the applicable brochure or website. 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.

22. Travel Documents And Health Advice

For up to date health & travel advice (including passport and visa requirements) please contact the Irish Department of Foreign affairs at 80 St Stephens Green, Dublin 2, or on 00 353 1 4780822 (alternatively lo-call 1890 426700). You may also check this information on the DFA website: www.dfa.ie

23. Advanced Passenger Information

To comply with regulations on Border Control and Aviation Security, you must provide information to us from your passport and travel documents before you travel so that we can pass this onto the relevant airline. Please check your travel documentation for details of how to submit this information to us. In some cases our agreements with airlines require us to pass on to them your advance passenger information a number of days/weeks before the airlines require this from passengers who book with the airline directly. Therefore, failure to provide advanced passenger information by the deadlines stated on our travel documents, may result in boarding being denied or, where permitted, a charge being applied to submit the information at the airport. Please check your travel documents carefully for details.

24. If You Have A Complaint

We aim to provide the best holiday possible. However, if you are not satisfied please complain as soon as possible whilst on holiday to the relevant person (for example, the accommodation management or transport supplier). If they cannot help, you must tell your Holiday Representative or our Local Agent and we will do everything reasonably possible to resolve the complaint whilst on holiday. If you are still not satisfied, ask your Holiday Representative or our Local Agent for a Customer Feedback Form. If you do not have the services of a Representative or our Local Agent, or they are not available, you must contact our Duty Office (on the number shown on your travel documentation) straight away for them to help resolve the problem.

When you get back, if you are not satisfied please contact our Customer Relations team in the UK within 28 days of returning home by phoning 0844 412 5954. Alternatively please visit: www.thomascook.com/customer-relations to submit your complaint via webform (email or letter) or write to us at Customer Relations Department, Thomas Cook, Westpoint, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ. For complaints arising from Scheduled airlines, we will act as a liaison between you and the airline, to try to assist in resolving the problem. If we cannot help and you wish to take matters further, you must contact the airline directly.

It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly during or once the holiday is over. Failure to follow the above procedures during your holiday, 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 during your holiday, you or we could have taken steps to reduce any loss or damage suffered or entirely prevented it from being suffered.

We aim to resolve all complaints ourselves, but if this is not possible, your complaint can be considered under a scheme devised by ABTA (The Travel Association) and administered by CEDR Solve. The scheme does not apply to claims over £25,000 in total or more than £5,000 a person, nor to claims mainly about illness or injury. To take advantage of the scheme you must contact CEDR Solve within 18 months of returning from your holiday. Alternatively, claims which fall within the jurisdiction of the Small Claims Court can be referred to that Court.

25. 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 or Republic of Ireland); 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, Westpoint, Peterborough Business Park, Lynch Wood, Peterborough, PE2 6FZ. 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.

26. Financial Protection

The financial bonding requirements of the Irish Commission for Aviation Regulation (CAR) have been observed by Thomas Cook Retail Limited in relation to the provision of all our Thomas Cook Flexibletrips Packages. Thomas Cook Retail Limited holds licence number TA 0706. This arrangement ensures that payments made by you to Thomas Cook Retail Ltd for a Thomas Cook Flexibletrips Package would be refunded and/or you would be repatriated in the unlikely event of our insolvency.

Single Components: Please note, with the exception of flight only bookings in the unlikely event of our collapse/insolvency, any money you have paid is not protected by a scheme of financial protection. If this is important to you, we recommend you book a Package Holiday with us or obtain suitable travel insurance.

27. Law & Jurisdiction

The address in the Republic of Ireland for the service of legal documents on Thomas Cook Retail Ltd in relation to any matter arising out of your contract with us is: Thomas Cook Retail Ltd, c/o BLM, Merrion Hall, Strand Road, Sandymount, Dublin 4, Ireland. Your contract will be governed by Irish law and any disputes will be dealt with in the courts of the Republic of Ireland.