

# Thomas Cook Sport - Booking Conditions for The Tour of the Ashes 2006/07

We, Thomas Cook Retail Limited, trading as Thomas Cook Sport, arrange your package trip and accommodation. The following terms and conditions show you and our commitments as part of your booking. These terms and conditions, with all the other information provided by us, form the basis of the contract between us. 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. When we talk about your Trip, in these conditions, except where otherwise stated, we mean the accommodation, transport and other Trip services you book in the UK with us.

Please read these terms and conditions carefully, since they, along with the other information in this Guide, set out the terms and conditions of the contract between you and Thomas Cook Retail Limited and/or the transport provider.

Excursions include, but are not restricted to, any sightseeing trips, gigs, events or other tours. Excursions can be booked and/or paid for in resort ("Resort Booked Excursions") or pre-booked and paid for when you book your Trip ("Pre-booked Excursions"). We do not provide Resort Booked Excursions or Pre-booked Excursions and they are supplied by our third party suppliers, subject to the clause "Suppliers' Conditions" below. We accept, subject to the clauses entitled "Suppliers' Conditions" and "Our Liability to You" in these conditions, responsibility for Pre-booked Excursions. However, Resort Booked Excursions do not form part of the Trip and are not governed by the Package Travel, Package Holidays and Package Tours Regulations 1992. 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.

## Information and Prices

We publish Guides many months before you actually go on Trip and, as far as we know, all information is correct at the time of printing. However, things may still change and after this Guide has been published, 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 so you will receive the latest information when you make your booking.

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. 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 no later than 30 days before departure. 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.

## Your Trip Booking

Before you book your Trip please discuss your choice of resort, accommodation and flights with the travel agent, or our reservations staff, to make sure it will be suitable for you and the people you will be travelling with. The person who signs the booking form is the 'lead name'. He or she must be over 18 and is responsible for payment of the total Trip price, including any insurance premiums, together with any amendments made to the booking and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information of the remainder of the party in relation to the booking; and by signing the booking form, 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 this Guide.

If the price shown on the invoice is incorrect, compared to the applicable Guide price, this will be deemed a mistake, as a result of which we will be entitled to cancel the booking and re-invoice at the correct Guide price provided that we discover the mistake, and tell you about it, 14 days before departure. You will then have to pay the correct price to be allowed to go on your Trip. If your booking is made more than 12 weeks before the intended departure date, you must pay either:-

- the full fare (depending on the carrier's conditions for the travel arrangements in question), or
- a deposit of £150 per person, or
- 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 within 10 weeks before the departure date. If your booking is made within 10 weeks of your intended departure date, the total cost of your travel arrangements must be paid at the time of booking. PLEASE NOTE FAILURE TO PAY ON TIME WILL RESULT IN CANCELLATION If you are purchasing Thomas Cook travel

insurance, the premium for this will also be payable at time of booking.

**Credit Cards:** We accept Barclaycard/Visa, Access/MasterCard and American Express. 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 welcome payment by Switch, Delta or Connect debit cards. Cheques, Bank and Building Society Drafts.

If you have a special request for anything that is not automatically part of your Trip, please check when you book your Trip and we will pass this information on to the companies 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 provide your personal information, as well as any personal information you provide in relation to those other persons who form your booking party, to suppliers and carriers who might be located outside the UK and/or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious or disability-related requirements, which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services to you.

You must be 18 or over on your departure date if you want to travel without an adult accompanying you. If you are 16 or 17 when a booking is made, we will only allow you to travel without an adult if your parent or legal guardian signed the booking form. A contract will exist between your parent or guardian and us. We will ask you to send us a photocopy of their passport showing their name and signature and this must be faxed to **01274 387751**. We will not accept written permission from a parent or legal guardian unless we can check the signature. If you are under 16 on your departure date you must be accompanied by an adult of 18 or over.

Once you have booked we will issue a confirmation invoice setting out the Trip 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 Trip 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 your travel agent, or our reservations staff, immediately. On the invoice, pay particular attention to the date your final payment is due as we may cancel your Trip if you do not make your final payment on time. If we do this we will keep your deposit.

## Before You Travel

You must take out insurance suitable for your needs before you travel. We cannot be responsible for any costs you incur as a result of 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 that arise while you are away. Please check your policy when you receive it and take it with you on your Trip.

## 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; 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. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

## Changes you make before travel (excluding name changes)

If you want to change any of your Trip arrangements please contact your travel agent, or one of our reservations staff, immediately and we will do all we can to help you. Our normal cancellation charges (see below) will apply if you need to make any changes to your arrangements. The minimum cancellation fee is the booking deposit paid. Please also see Suppliers' Conditions' section above. We will charge for any additional services, facilities, or other items changed, at the price that applies on the day the change is made. In addition, we will also charge an administration fee 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. Note that any change to dates of travel cannot be made less than 56 days before departure without incurring cancellation charges. Scheduled airline carriers do not always allow changes to be made to dates of travel once confirmed. Where the carrier imposes charges, which may be as high as 100%, these will be passed on. If the changed arrangements are more expensive than those originally booked you must also pay the price difference. The costs shown are per change per person. If you cancel any 'optional extras' for which there is a charge, you will either lose any deposit you have paid for the item, or pay a fee of £25 for each 'cancelled extra'. For certain optional extras, such as transfers, you will also have to pay cancellation charges. If you cancel any insurance you booked through us your premium will not be refunded, as cover under the policy will already have been obtained.

Changes To	Notice given more than 56 days	Notice given 56 days or less
Accommodation	£30 a change	£40 a change
Flight (except scheduled airlines)	£30 a change	£40 a change
Date of Travel	£30 a change	Cancellation charges

## Name Changes before Travel

Except for Trips including scheduled flights, if we receive notification of a change within 8 weeks of your departure the charge will be £40 per name change.

For Trips including scheduled flights, please note that the scheduled airlines we use do not permit name changes for any reason. Such changes are likely to result in you being charged the full cost of the flight and may be subject to space being available for a new reservation. In addition, you will also have to pay any extra costs that the airline passes onto us, as well as the £30 or £40 per change below:

Changes To	Notice given more than 56 days	Notice given 56 days or less
Name	£30 a change	£40 a change

## Cancellation By You

In order to cover our expected losses for the transport and accommodation services we pay for in advance, there is a set scale of charges, which applies if you or anyone travelling with you cancels. You must give notice to cancel in writing and the charges shown below apply from the date we receive the notice at our offices. For scheduled flights, 100% cancellation charges apply, regardless of the notification period. Number of days before you Cancellation

Number of days before you were due to go on Trip	Cancellation Charge
More than 84 days	Loss of deposit
84-63 days	50% of the cost of the Trip
62-42 days	70% of the cost of the Trip
41-21 days	90% of the cost of the Trip
20 days or less	100% of the cost of the Trip

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.

## Changes Made By Us Before Travel

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

- Change of your UK departure airport (excluding changes between London airports)
- Significant change of your destination
- A change of more than 12 hours to the time you leave the UK or your Trip destination
- If we downgrade your accommodation to one of a lower official standard

If you do not want to accept a significant change, (which we will tell you about before your Trip), we will, if we are able to do so, offer you an alternative Trip of equivalent or superior quality at no extra cost, or a less expensive Trip, in which case we will refund the difference in price. If you do not wish to take the alternative we offer, you can choose another Trip from us and pay, or receive a refund of, any price difference. Or, if you prefer, you can cancel your Trip 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.

If we have to tell you about a significant change before you travel, (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. The amounts in the table are the minimum compensation payments you will receive in this event.

Time before departure when we will tell you or your travel agent about the change	Compensation if you accept the change or book another Thomas Cook Sports Trip	Compensation if you cancel your Trip and take a full refund
More than 57 days	0%	£0
56-43 days	2.5%	£5
42-29 days	5%	£5
28-15 days	7.5%	£10
14-8 days	10%	£20
7-0 days	10%	£25

The percentages set out above are percentages of the basic price of the Trip. The basic price of the Trip does not include any extras such as, for example, insurance premiums, accommodation supplements or flight supplements. Compensation, where we are liable to pay it, will be calculated solely with reference to the basic price of the Trip.

## Minor Changes 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.

## 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 Trip after departure, or we, or our suppliers, cannot supply your Trip, as we, or they, had agreed, or you suffer any loss or damage of any description. This particularly applies where circumstances beyond our control lead to the cancellation of matches, events or tournaments or to the rearrangement of matches, events or tournaments so that they do not coincide with your flight booking and/or your general Trip arrangements and we are unable to change your flight booking and/or general Trip arrangements or you are unable to take a changed flight booking and/or general Trip arrangements.

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).

#### Changes Made After Travel

If, after your departure, a significant part of your pre-booked Trip arrangements 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. Please note that any cancellation of, or change to, a match or event, whether or not part of your Trip, will not create any obligation on our part to arrange or in any way provide an earlier 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.

#### 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. If you have taken out insurance you should have cover against delays.

#### Cancellation By Us

We can cancel your Trip and any other trip we operate. On rare occasions, we may need to cancel your Trip if there has been insufficient demand for your particular Trip. If we have to cancel a Trip 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 Trip of equivalent or superior quality at no extra cost, or a less expensive Trip, 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 Trip from 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 Trip within 8 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 Trip on time.

#### Guide Accuracy

Sometimes facilities described in this Guide will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. If possible, we will tell you about the withdrawal of any significant facility as soon as possible. Some activities or facilities, water-sports for example, may not be available in low season. Independent local operators normally manage beach activities such as water-skiing and paragliding and we have no control over their availability or prices. There may be a charge for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, tennis courts, pool tables 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 resort and accommodation. The 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.

#### Match tickets

When we book a ticket for you for a match, event or tournament, our responsibility is limited to the arranging of the tickets. We do not have any responsibility for the supply, provision or conduct of the match, event or tournament itself, and those responsible are not our suppliers. The tickets may contain important information and conditions which you must read carefully. Unfortunately, whilst rare, matches can be cancelled or curtailed at short notice or even without notice. We make every effort to obtain and pass on to you up to date information regarding matches, players and tour leaders/celebrities. This information is based on details supplied to us but we cannot guarantee its accuracy or that changes will not occur. The cancellation of a match, the non-appearance of a player or advertised tour leader/celebrity or other changes are entirely outside our control and outside our contractual responsibility and we cannot accept any responsibility for them.

We cannot therefore accept any responsibility or pay any refund, compensation or other sum for any changes in or cancellation of any advertised or confirmed programme or itinerary, even where this involves the cancellation of a match, event or tournament which may have been your main reason for booking your package. We will always do our best to find a suitable alternative, but cannot promise to be able to do so. If however, we obtain a refund from the organiser, this will be passed on to you.

Where match tickets are not booked by us as part of the package, we accept no liability for either the validity of any tickets you purchase, or for any cancellation or alteration of the match. No refund or compensation or other sum will be paid by us and we will continue to supply the services which we have agreed to supply you. This applies even where there has been the cancellation of a match which may have been your main reason for booking our package.

#### Supplementary Conditions for Thomas Cook Sport Ashes Tickets 2006/07

- (i) Test Match tickets are included in the price of your Trip for Days 1-4 subject to the following terms and also those contained in the "Match Tickets" clause of the Thomas Cook Sport Booking Conditions.
- (ii) Test match tickets are personalized and are not transferable.

It is recommended you carry a photocopy of your passport at all times when in Australia and be sure to keep your passport in a secure place.

- (iii) Your Ticket will be supplied to you on your arrival in Australia by your Thomas Cook Sport representative - please show your passport for identification purposes when collecting your ticket.
- (iv) Match tickets are non-refundable except in circumstances where the Match Organizer accepts to refund up to the face value of a ticket. Where the Match Organizer's conditions entitle you to a refund, this must be claimed from the Match Organizer direct, or, in the event Thomas Cook Sport receives a refund from the Match Organizer, you may be able to claim this from us.
- (v) In the event a Test Match reaches a 5th Day, a ticket will be made available to you, up to a certain time. Please contact your Thomas Cook Sport representative for details of recommended arrival times at the stadium and ticket collection point. Tickets will be sold on a priority basis and tickets must be paid for locally.
- (vi) Please note, transport to and from the stadium is not included in the Thomas Cook Sport package. For local transport information to the stadium, please ask your Thomas Cook Sport representative or the Hotel reception for details.
- (vii) Match Tickets are issued subject to Stadium regulations.

#### Our Liability to You

- (i) Our obligations, and those of our suppliers providing any service or facility involved in any of your Trip, 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 those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', 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 Trip not be as described in this Guide or elsewhere by us before you leave the U.K. 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 Trip. This Maximum will only be payable when every aspect of your Trip has gone wrong and you have not received any benefit from your Trip. Any sums received by you from our 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 Trip, 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 Trip 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, and is either attributable to you, or attributable to someone unconnected with the Trip and is unforeseeable or unavoidable, or 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 an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled. Also please note that in respect of sports and other events, our liability is limited to supplying a valid ticket or tickets, and we accept no liability whatsoever for either the quality of the event or stadium/venue facilities, or for any injury sustained in the stadium/venue or in the vicinity of the stadium/venue or during the event.
- (vi) If any international convention applies to or governs any of the services or facilities included in your Trip 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 Berne Convention 1961; 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 Trip.
- (vii) You are obliged to assist us in recovering from any third party any sum that 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 your Trip, you must, in addition to reporting your illness to our representative, 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.
- (ix) If you or any member of your party suffers illness, injury or death, through misadventure, as a result of any activity which does not form part of your contracted Trip arrangements, we will provide you with all reasonable 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 £5,000 per booking form. 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 Trip.

#### 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 paragraph.

#### Your Responsibility

We want all our customers to have an enjoyable, carefree Trip. 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 other customers, our suppliers or our own staff, or put them in danger, or damage property, we may end your Trip. (Also see Trip Information section headed 'Representatives'). This could mean you are prevented from using your accommodation or using the transport, or having additional terms of carriage imposed upon you. See 'Safety' in the Trip Information section for further details. If this happens we will not pay compensation, make any refund, or reimburse any expenses you suffer as a result.

#### If you have a Complaint

We aim to provide the best Trip possible. However, if you are not satisfied with your Trip please complain as soon as possible to the relevant person (for example, the hotel management). If they cannot help you must tell your Thomas Cook representative and we will do everything reasonably possible to sort the problem out. If you are still not satisfied, ask your Trip representative for a Customer Relations Report Form. Fill this in and return a copy of it to him or her. You will have to keep a copy. When you get back home, send your copy to our offices in the UK, together with a covering letter, 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. For complaints arising from scheduled airlines, we will act as a liaison between you and the airline, and try to assist in resolving the problem. If we cannot help and you wish to take matters further, you must contact the airline directly.

The address to send the completed form and covering letter to is:

Customer Relations Department  
Thomas Cook Sport  
Thomas Cook Retail Limited  
2/4 Godwin Street  
Bradford  
BD1 2ST  
E-mail: [customerrelations@thomascook.com](mailto:customerrelations@thomascook.com)

We would point out that failure to follow the above procedures during your Trip, 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 Trip, 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 to properly investigate a complaint if we are not told about it reasonably quickly once the 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 scheme devised by the Association of British Travel Agents and administered by the Chartered Institute of Arbitrators. 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 a person, or to claims mainly about illness or injury. To take advantage of the scheme you must contact the Chartered Institute of Arbitrators within 9 months of returning from your Trip.

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