

# **General Terms of Business and Carriage (GTBC of Thomas Cook Airlines Belgium)**

*Version dated 22 July 2015*

---

**General Terms of Business and Carriage (GTBC of Thomas Cook Airlines Belgium)****Directory**

<b>1. Scope .....</b>	<b>3</b>
<b>2. Payment and fare .....</b>	<b>3</b>
<b>3. Seat reservation and reservation of special services .....</b>	<b>5</b>
<b>4. Ticket.....</b>	<b>6</b>
<b>5. No-shows, Cancellation.....</b>	<b>7</b>
<b>6. Cancellation of upgrades, cancellation of special services .....</b>	<b>10</b>
<b>7. Punctual appearance at the airport .....</b>	<b>10</b>
<b>8. Passenger conduct .....</b>	<b>11</b>
<b>9. Restricted or refused carriage of passengers or baggage (right to refusal of carriage).....</b>	<b>11</b>
<b>10. Carriage of animals.....</b>	<b>13</b>
<b>11. Unaccompanied minors, carriage of infants (under the age of 2 years), pregnant women and special assistance .....</b>	<b>15</b>
<b>12. Baggage regulations.....</b>	<b>16</b>
<b>13. Liability and claim assertion deadline.....</b>	<b>19</b>
<b>14. Flight times, delays and flight cancellations / flight time changes, passenger rights .....</b>	<b>20</b>
<b>15. Electronic devices, seatbelt fastening requirement, non-smoking flights, alcoholic beverages, allergies, travel documents, violation of entry regulations and legal consequences .....</b>	<b>22</b>
<b>16. Data protection.....</b>	<b>23</b>
<b>17. Insurance .....</b>	<b>24</b>
<b>18. Notice pursuant to the annex to Regulation (EC) 2027/97 as amended by Regulation (EC) 889/02 .....</b>	<b>24</b>
<b>19. Applicable law and judicial venue .....</b>	<b>25</b>

## 1. Scope

### 1.1 General

These General Terms of Business and Carriage (GTBC) apply to the air carriage contracts, including all services relating to this, entered into between you and Thomas Cook Airlines Belgium (HQ). Thomas Cook Airlines Belgium (HQ) has entered into agreements with other airline companies, on the basis of which Thomas Cook Airlines Belgium (HQ) is listed as air carrier in the carrier column on your ticket despite the fact that the carriage may be executed by another airline company. If Thomas Cook Airlines Belgium or its airline code (HQ) is entered as the air carrier, the carriage is subject to these GTBC. If your carriage is to be executed by another airline company, we will inform you of this as soon as possible. In the event that an aircraft from another airline company is used, we undertake to use only such airline companies that comply with our safety standards and that have been approved by the Belgian Civil Aviation Authority (BCAA) or by the relevant European aviation authority.

### 1.2. Code sharing

If the flight is being operated by an airline other than the one named on your ticket (code sharing), you must note that, in addition to these GTBC, the terms of carriage of the other airline (code sharing partner) also apply. The other airline's terms of carriage will be included in HQ's GTBC, thus becoming part of our terms of carriage. However, the code sharing partner's terms of carriage may differ from HQ's GTBC. In such cases, the general terms of carriage of the other airline operating the flight will take precedence over HQ's GTBC. Please read closely our code sharing partner's terms of carriage, which can be found on this website. For instance and in particular, deviations and/or restrictions may exist in luggage and transport regulations, animal transport regulations, transporting unaccompanied minors, passenger rights, check-in regulations and operational delays and liability rules. HQ is obliged to reveal the identity of its code sharing partner.

### 1.3. Flights with a deviating operating air carrier

As far as the carriage is performed by a different airline than Thomas Cook Airlines Belgium with a different airline code as the Thomas Cook Airlines Belgium code (HQ), these GTBC apply in accordance that the following clauses will not be applicable: No. 3 (Seat reservation and reservation of special services), No. 10 (Carriage of animals on Thomas Cook Airlines Belgium flights), No. 11 (Unaccompanied minors), No. 12.1 (Carry-on baggage), No. 12.3 (Carriage of sports weapons and special baggage), No 12.4 (Transport packaging for special baggage and sports equipment)). For the clauses which are excluded under No. 1.3, the general terms of business and carriage of the operating air carrier apply, which you can find on their website.

## 2. Payment and fare

### 2.1. Payment

The prices confirmed with the booking apply only for the carriage from the actual place of departure to the destination for the person(s) and flight times indicated in the booking confirmation. Payment is due in full when the booking is made. Payment of the total fare can be made when booking at a travel agency, by telephone, via our

website by credit card ( MasterCard, VISA, American Express), by bank transfer or by SEPA direct debit. Depending on the payment type, HQ will charge a payment transaction fee for each booking. On some of its routes HQ reserves the right to exclude certain payment options for technical reasons.

As payment is due in full when booking, your credit card will be charged or your account debited with the fare immediately and, at the same time, the carriage documents will be dispatched. Foreign bank transfers (the ordering party's account is located outside Belgium) are possible only if all related fees are paid by the customer (transferring party) and the transfer is requested in EUR; otherwise, i.e., in case of non-compliance, HQ is entitled to invoice the customer for the resulting costs and/or exchange rate differences.

The payment method "bank transfer" is available for flights booked 20 days or more before the departure date. For bank transfers, HQ requires its customers to pay in full no later than five days after the date of booking. If full payment is not made, following a reminder and a grace period until denial of service, HQ is entitled to terminate the carriage contract immediately and to cancel the reservation automatically, with payment due, under the usual cancellation terms of the tariff selected. After cancellation, there is no more duty to transport the passenger and the entire airfare must be paid as per our tariff/cancellation terms.

In cases of non-payment or late payment (default of payment), we are entitled to charge default interest. In the case of a chargeback due to incorrect information communicated by you or insufficient funds, HQ is entitled to assess a flat fee for the chargeback. In case of a chargeback, the flat fee is €10.00 per booking; in the case of a chargeback at the ticket counter the flat fee is €25.00 per booking unless you provide evidence that no (or a lower) loss has been incurred due to the chargeback. In the event of a chargeback relating to a payment made aboard our aircraft (in-flight shopping), we are entitled to a flat fee of €10.00 for the chargeback unless you provide evidence that no (or a lower) loss has been incurred by us.

In the event of a chargeback for a SEPA direct debit authorisation due to insufficient funds, HQ is entitled to debit the resulting outstanding claim, including the aforementioned chargeback fee, again via SEPA direct debit authorisation from your account. At the same time, the debit authorisation also applies to a one-time charge for reimbursement of any loss that may be incurred from the chargeback due to insufficient funds and the subsequent termination of the carriage contract. Therefore, the SEPA direct debit authorisation provided by you also applies to claims for chargebacks due to insufficient funds and any claims for compensation of damage. HQ is entitled to have the direct debit processed by a third party.

Should no payment of the fare be made despite notice of default, HQ is entitled to cancel the carriage contract and claim compensation in accordance with the cancellation regulations applicable to the booking concerned. It is not necessary to set a payment deadline if the flight departure is imminent and a payment deadline is therefore not feasible prior to departure. In such cases, HQ may cancel the contract with immediate effect and refuse carriage.

Any partial payments you make on an existing receivable will be applied first to the oldest receivable. A payment which is insufficient to clear a receivable in full will be applied first against interest and then against the fare.

## 2.2. Fare

The services and prices confirmed with the booking apply. Changes to the fare are permissible after conclusion of the contract in the event of changes to fuel costs, changes to or introduction of aviation-specific charges (taxes, fees, contributions, special charges or other aviation-specific charges for certain services), as well as aviation-specific fees or emission certificate costs, if more than four months lie between conclusion of the contract and the agreed travel date, HQ informs you immediately after it becomes aware of the changes, and the changes were beyond HQ's control upon conclusion of the contract.

In the event of additional costs relating to the aforementioned expenses, charges and fees for a specific seat, the amount will be charged to the passenger. In other cases, the additional costs will be divided by the number of seats on the aircraft. HQ will charge you for the additional amount calculated per single seat.

### **3. Seat reservation and reservation of special services**

#### **3.1. Seat reservation**

Seats can be reserved up to 72 hours prior to departure. A handling fee will be charged for processing seat reservations. This service is available only on HQ flights with our airline code (HQ) and Thomas Cook Airlines Belgium fleet aircraft.

On short- and medium-haul flights, seats located adjacent to emergency exits may also be reserved.

We must draw your attention to the fact safety regulations imposed by the authorities stipulate that the following groups of persons may not sit in exit rows / emergency exit seats (XL seats):

- Babies and children under 12 years,
- Pregnant women,
- Persons taking animals with them in the cabin,
- Persons with physical and/or mental impairments,
- Persons with restricted mobility due to their size, health or age.

By reserving a seat adjacent to one of the emergency exits, you warrant that the above-mentioned criteria do not apply to you or persons booked by you. Moreover, you must be prepared to assist the on-board staff in an emergency. This requires that you can follow the crew's instructions given in Dutch/ French or in English. Should this not be the case, HQ is entitled to assign another seat to the person concerned without entitling him or her to reimbursement of the seat reservation charge paid. Should it prove impossible to assign an alternate seat to the person concerned, having exhausted all available options HQ is entitled to refuse carriage.

The seat reservation and the costs involved apply from the last Belgian airport to the first foreign airport and vice versa.

Children aged 2-11 pay the adult fare for a seat reservation.

The seat reservation charges can be found on Thomas Cook Airlines website ([www.thomascookairlines.be](http://www.thomascookairlines.be)).

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2 of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

### **3.2. Reservation of special services**

You can book numerous other special services with HQ such as the carriage of sports equipment and special baggage, and premium and special meals. In the event that a reservation is changed or a special service cancelled, HQ is entitled to charge a processing fee of €10.00 per special service booked or reservation made.

Special services must be booked via the contact center or online via [www.thomascookairlines.be](http://www.thomascookairlines.be) and are payable directly when booking by credit card or via the electronic direct debit method of payment.

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2. of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

#### **3.2.1. Premium & special meals**

Instead of the regular on-board service, we also offer a selection of special meals (premium meals). Moreover, it is possible to order the following special meals per person and route - vegetarian, diabetic, gluten-free, Muslim and Kosher. The order can be placed through your travel agency or our service centre if placed in good time (no later than 48 hours) prior to departure.

The charges for these services can be found on Thomas Cook Airlines website ([www.thomascookairlines.be](http://www.thomascookairlines.be)).

## **4. Ticket**

HQ renders the agreed carriage service only on behalf of the passenger named in the ticket or other carriage document.

The passenger must verify his or her identity by way of a valid ID document (ID card / passport). The passenger's first name and surname must match. Different departure/return dates of the passengers in one booking are not possible. Carriage documents are non-transferable.

If you are not travelling with an electronic ticket, you have an entitlement to carriage only upon presentation of a valid carriage document issued in the name of the passenger in conjunction with a valid ID document (ID card / passport). When booking, please ensure that your name and that of any persons travelling with you fully correspond with those shown in the relevant ID documents (ID card / passport) you carry with you.

## 5. No-shows, Cancellation

### 5.1. No-shows

In accordance with the regulations set out below, you are entitled at any time to cancel the carriage contract prior to the departure of the flight. In your own interest and in order to avoid any misunderstandings, you are urgently advised to do so in writing and indicate your booking or reference number. Failure to show up for a flight will also be considered a cancellation thereof. The receipt of your cancellation, either by us or by our contractual partners during standard business hours, will be considered the time at which you cancel the carriage contract.

In the case of cancellation, we are entitled to demand payment of the agreed remuneration. However, we set this off with the amounts we would ordinarily save due to the cancellation of contract or which we have acquired by way of alternative use.

The compensation owed to us is based on the price of carriage excluding tax and fees. Other terms of compensation apply to special reservations and seat reservations.

The flat-rate amounts are rounded up to the next full euro. You are entitled to prove to us that no loss at all or significantly less loss has been incurred. The service charge we assess when booking cannot be refunded.

Zone division:

The flights are divided into different zones, depending on the flight route or the last destination served by a flight with the HQ code.

Zone 1: France, Balearics, Spain and Portugal Mainland, Bulgaria, Croatia, Balkan, Italy

Zone 2: Canary Islands, Cabo Verde, Madeira, Cyprus, Greece, Turkey, Egypt, Morocco, Tunisia

### 5.2. Cancellation fees

In case of a cancellation, we are entitled to the agreed compensation. However, we charge what we would have usually saved as a result of the termination of the contract or earned through different use.

The compensation we are entitled to is based on the price of carriage before taxes and fees. For special and seat reservations, different compensation regulations apply.

The flat-rate amounts are rounded to full euro amounts. You have the right to prove to us that no loss or a much lower loss was incurred. The service charge we debited during booking cannot be reimbursed.

The above regulations apply accordingly in the event of the termination of the carriage contract by Thomas Cook Airlines Belgium, should the circumstances in section 2.1 (payment default of the client) arise.

#### 5.2.1. Economy Plus (tariff code "N")

- Up to 29 days prior to the departure of the first flight booked:  
Zone 1-2 €30 per person and route

- Starting from the 28<sup>th</sup> day up until 24 hours prior to the departure of the first flight booked and, in the case of a cancellation after a previous rebooking, starting from 28 days prior to the departure of the first flight booked  
Zone 1-2            €30 per person and route plus 25% of the fare

Starting 24 hours prior to the departure of the first flight booked, no refund is possible. In the case of passengers showing up for the outbound flight but not for the return flight, no refund is possible for the latter.

### **5.2.2 Economy Classic (tariff code “SPO”)**

In the case of cancellations or no-shows for a flight booked at the Base Rate, no refund of the fare is possible.

In the case of the cancellation of the carriage contract, any tickets that may have already been provided to the customer are to be returned, as otherwise we will have to charge the full price of carriage.

### **5.2.3. Economy Light (tariff code “LM”)**

In the case of cancellations or no-shows for a flight booked at the Base Rate, no refund of the fare is possible.

In the case of cancellation of the carriage contract, any tickets that may have already been provided to the customer are to be returned as otherwise we will have to charge the full price of carriage.

## **5.3. Rebooking prior to departure of the first flight booked**

Rebooking is only possible within the same season (summer season 1 May – 31 October / winter season 1 November – 30 April) and subject to retention of the original zones (zone 1, zone 2). Rebooking for a following season is not possible. Rebooking from originally higher priced departures to lower priced departures is possible only if the original fare is maintained. In the case of rebooking to a higher-priced departure, the price difference to the higher fare at the time of rebooking (fare on the day concerned) is payable and due with immediate effect.

If you make changes in terms of date, destination, passenger or departure airport after the flight has been booked but prior to the departure of the first flight, we will assess a flat-rate rebooking charge per passenger concerned.

### **5.3.1. Economy Plus ( tariff code “N”)**

- No rebooking charge.
- Starting 24 hours prior to the departure of the first flight booked or after the date of departure, no rebooking is possible.



### **5.3.2. Economy Classic (tariff code “SPO”)**

€30 per person and route up to 24 hours prior to the departure of the first flight booked for zones 1 and 2; children under 2 years free of charge.

Starting 24 hours prior to the departure of the first flight booked or after the date of departure, no rebooking is possible.

### **5.3.3 Economy Light (tariff code “LM”)**

Rebooking is not possible.

## **5.4. Rebooking following departure of the first flight booked**

For bookings in the tariffs Economy Plus and Economy Classic, a change of the originally booked return flight is possible subject to regulatory approval up to 24 hours prior to the originally booked return flight, depending on the availability of seats, in either the same or a higher tariff category. Rebooking for a following season is not possible. In the tariffs of Economy Classic, any tariff differences are payable as well as a flat-rate rebooking charge of €30 per person (zones 1-2). In the tariffs Economy Plus, any tariff differences are payable. In the Economy Light tariff, rebooking is not possible after departure of the first flight booked.

Settlement of the rebooking fees and any tariff differences that may be incurred is only possible after the departure of the first flight booked by credit card or via direct debit (SEPA direct debit mandate).

## **5.5. Substitutes**

For bookings in the tariffs Economy Plus, as well as Economy Classic, the nomination of a substitute within the tariff booked is allowed for the entire carriage service until 24 hours prior to the departure of the outward flight. A subsequent amendment of bank or credit card data is not possible in connection with a name change. The contractual partner and the substitute are jointly and severally liable for the carriage costs. In the event of a name change or naming of substitutes, the price difference to a potentially higher fare at the time of booking is payable. The special terms pursuant to section 15.6 of these GTBC will apply to the substitute as well.

The following flat-rate charges are assessed for name changes:

### **5.5.1. Economy Plus (or tariff code “N”)**

- No rebooking charge.
- Starting 24 hours prior to the departure of the first flight booked or after the date of departure, no rebooking is possible.

### **5.5.2. Economy Classic (tariff code “SPO”)**

€30 per person and route up to 24 hours prior to the departure of the first flight booked for zone 1 and 2; children under 2 years free of charge.

Starting 24 hours prior to the departure of the first flight booked or after the date of departure, no rebooking is possible.

### **5.5.3. Economy Light (tariff code “LM”)**

Rebooking is not possible.

### **5.6. Special terms of carriage with code share-partners**

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2 of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

## **6. Cancellation of upgrades, cancellation of special services**

### **6.1. Cancellation of upgrades**

The above-mentioned cancellation and rebooking fees apply exclusively to the price of carriage.

### **6.2. Cancellation of special services**

In the event that a reservation is changed or a special service cancelled, e.g. the carriage of sport equipment and special baggage, premium and special meals Thomas Cook Airlines Belgium is entitled to charge a handling fee of 10 Euro per special service booked and/or reservation made.

### **6.3. Special terms of carriage with code share-partners**

If the flight is being operated by a code sharing-partner, the special terms pursuant to section 1.2 of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

## **7. Punctual appearance at the airport**

The applicable depends on the distance of the flight booked and/or on the departure airport concerned. We define the check-in deadline as the point in time set by us at which you must have shown up at the check-in / passenger handling counter. Kindly give due consideration to the check-in deadlines quoted below when planning your journey. In order to ensure that the flight is checked in smoothly and departs on time, you are urgently advised to comply with the deadlines set out below as otherwise, in the case of your late appearance at the check-in counter, we are entitled to cancel your booking and refuse your carriage. We assume no liability for any damage and expenses you may incur due to such violations of this collateral duty which are your sole responsibility. We hereby agree with you that you must have appeared at the check-in counter / passenger handling area within the times set out below (check-in deadlines):

- in the case of short- and medium-haul flights 90 min. prior to the departure time shown on the ticket, check-in is open 3 hours before the departure time at Brussels Airport (BRU)

Irrespective of the carriage category booked, all our passengers are subject to the requirement that they must be in possession of their boarding cards and have completed all check-in formalities no later than 45 minutes prior to the departure time shown in the ticket.

---

Due to the safety regulations applying at the time and checks carried out on both persons and baggage, we hereby notify you that you should proceed to the gate indicated on your boarding card and await the announcement that the aircraft is ready for boarding immediately after check-in procedures have been completed. You must have made your way to the gate no later than the point in time indicated to you at the check-in / passenger handling counter for the purpose of boarding the flight booked by you and for which you have already checked in; otherwise we are entitled to cancel your booking and refuse your carriage in order to avoid any boarding and flight departure delays. We assume no liability for any damage and expenses you may incur as a result.

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2. of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

## **8. Passenger conduct**

In the event that your conduct during check-in procedures, boarding or on board is such that you pose a risk to the aircraft or for persons or objects on board, you disturb the crew in the execution of their duties or do not follow the crew's instructions including those relevant to the ban on smoking or to the use of alcohol or drugs, or that you inconvenience or harm other passengers or members of the crew, we reserve the right to take any measures necessary to prevent the conduct, including restraining you and refusing your carriage.

## **9. Restricted or refused carriage of passengers or baggage (right to refusal of carriage).**

HQ may refuse the carriage or continued carriage of a passenger or his baggage or prematurely interrupt the carriage concerned if one or more of the following points apply:

### **9.1.**

The carriage violates applicable law, the applicable regulations or conditions imposed by the country of departure or destination or by the country over which the flight passes;

### **9.2.**

The carriage puts at risk the safety, order or health of the other passengers or crew members or represents an unreasonable burden on their carriage;

### **9.3.**

The passenger's mental or physical state of health, including any alcohol-, drug- or allergy-related impairment, poses a danger or a risk to himself or herself, to other passengers, to the crew members or to property;

### **9.4.**

The passenger's conduct on an earlier flight constitutes significant grounds to assume that such conduct may be repeated;

**9.5.**

The passenger refuses a security check of his/her person or baggage;

**9.6.**

The applicable fare, taxes, fees or surcharges (including for previous flights) have not been paid;

**9.7.**

The passenger is not in possession of valid travel documents, or the passenger wants to enter a country that he/she is only entitled to pass through, or for which he/she does not have valid entry documents; the travel documents were destroyed during the flight or the passenger refused to provide them to the crew, despite being requested to do so in exchange for a receipt;

**9.8.**

A pneumatically or electrically powered device must be used in flight for medical reasons.

**The baggage cannot contain:****9.9.**

Items that are likely to put the aircraft, persons or objects on board at risk, as listed in the ICAO and IATA rules governing the carriage of hazardous goods which are available from us or from the travel agency issuing the ticket. These include, but are not limited to, explosive substances, compressed and liquid gases, oxidising, radioactive or magnetising substances, highly flammable substances, toxic, infectious or aggressive substances and all other liquid substances.

**9.10.**

Items which are prohibited for carriage according to the relevant regulations imposed by the country of departure, the country of destination or by the country over which the flight passes.

**9.11.**

Lithium batteries or lithium accumulators (common in electronic devices such as laptops, mobile phones, watches, cameras) can be carried only in carry-on baggage.

**9.12.**

If you carry on your person or in your baggage weapons of any kind, including but not limited to (a) firearms, blunt or sharp weapons as well as sprayers that can be used for attack or defence purposes (b) ammunition and explosive substances (c) objects that due to their external form or markings give the impression of being weapons, ammunition or explosive substances, you are obliged to notify us of this prior to starting your journey. The carriage of such objects is only allowed if they are conveyed as cargo or checked in as baggage in accordance with the regulations governing the carriage of hazardous goods.

Police officers who are required to carry weapons as part of their professional duties must surrender their weapons to the captain in charge during flight.

#### **9.13.**

Weapons of all kinds, including but not limited to firearms, blunt or sharp weapons and sprayers. Hunting and sporting weapons may be allowed as baggage at our discretion. They cannot be loaded and must be transported in a locked, standard case. The transport of ammunition is subject to the ICAO or IATA hazardous goods regulations.

#### **9.14.**

Electronic cigarettes (“E-Cigarettes”) are not permitted in checked baggage and can be carried only in carry-on baggage.

#### **9.15.**

Items that are dangerous or unsafe on account of their weight, size or type or are unsuitable for carriage due to their perishable, fragile or especially delicate nature. Further details in this respect are available from us or our authorised agents.

#### **9.16.**

Should any of the above-mentioned items be contained in your checked baggage and be discovered therein via security checks, the items concerned must be removed from your baggage. To this end, your item of baggage must be opened and the dangerous item removed. No liability for the item removed is assumed by HQ. We assume no liability for any damage to the item of baggage or its contents incurred due to the opening of the item of baggage and the removal of the offending item.

#### **9.17.**

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2. of these GTBC will apply. The other airline’s terms of carriage may differ from these GTBC.

## **10. Carriage of animals**

### **10.1.**

The transport of dogs, cats and other domestic animals is subject to HQ’s consent. The following conditions must be met:

In general, Thomas Cook Airlines Belgium only transports cats and dogs from an age of 4 month upwards, and into the EU from countries outside which have not been listed only from an age of 7 month upwards. In addition animals must be properly contained in travel crates and have valid health and vaccination certificates, entry permits and other entry or transit documents as required by the applicable countries. HQ reserves the right to define the type of carriage and the maximum number of animals permitted per flight

## 10.2.

The weight of the animals, of the travel crates and pet food are not included in the passenger's free baggage allowance. There is a fee to transport animals. In addition, the special terms of 10.3 will apply.

The animal carriage charges and other information can be found on Thomas Cook Airlines website ([www.thomascookairlines.be](http://www.thomascookairlines.be)).

The caged domestic animal shall be weighed at check-in together with the registered baggage of the passenger

## 10.3.

Guide dogs and similar assistance dogs, their travel crates and pet food will be transported without an additional fee and will not be applied to the free baggage allowance. These animals will be transported free of charge in the cabin provided that the passenger provides proof of medical necessity. Animals traveling in the cabin (possibly including their travel crates) must fit under the foot area of your seat in the carriage category class booked and be properly secured for the entire flight.

For flights to or from the US, passengers can transport an emotional support or psychotherapy dog free of charge in the cabin. To do so, they must submit current documentation (i.e. no older than one year at the time of the passenger's first planned flight) on the letterhead of an accredited mental health professional (such as a psychiatrist or psychologist, certified clinical social worker or general physician, who is specifically treating the passenger's mental or emotional disorder) that credibly states that (1) the passenger suffers from a mental or emotional disorder that is listed in the "Diagnostic and Statistical Manual of Mental Disorders - Fourth Edition (DSMIV); (2) the passenger requires the psychotherapy dog during flights and/or activities at his or her destination; (3) the person issuing the affidavit is an accredited mental health professional and the passenger is under his or her care; and (4) the date and type of accreditation of the mental health professional is listed, along with the state and/or jurisdiction where it was issued.

## 10.4.

Passengers who wish to travel with an assistance or therapy dog are asked to notify us at least 48 hours before departure and to arrive at the check-in counter at least one hour before the final check-in time indicated.

Please note: in order to ensure a safe and trouble-free flight, the animal must be trained to behave properly in a public environment. We allow passengers to transport animals in the cabin only under the condition that the animal obeys its owner and acts properly. If the animal does not act properly, the passenger may be asked to put a muzzle on it during transport, to have the animal transported in the baggage compartment (if a travel crate is available) or alternatively, transport may be refused.

## 10.5

Passengers must inform themselves completely at the responsible agencies about the directives of the valid in the country in question for entry or transit by the animal. Condor does

not examine the passenger's statement or the documents presented by the passenger for correctness and completeness. In addition, passengers commit themselves to have all the papers necessary for transport of the animals (entering and leaving the country, health and other papers) with them completely. Further Thomas Cook Airlines Belgium is not liable for consequences, losses or expenses due to the passenger's failure to observe the respective country's valid regulations, also including re-entry into an EU state, for the entry or transit of the animal or to the passenger's failure to present the proper entry, exit, health or other papers. If the aforementioned valid regulations are violated, the passenger is obliged to pay the fine and/or the expenses (especially quarantine costs) imposed on Thomas Cook Airlines Belgium by the country concerned or, in case of advance payment by Thomas Cook Airlines Belgium, to reimburse Thomas Cook Airlines Belgium. The passenger is also obliged to pay the applicable fare if Thomas Cook Airlines Belgium is required to transport the animal to the point of departure or another location by official order. For payment of the fare concerned, Thomas Cook Airlines Belgium can use the money paid by the passenger for unused carriage or any means of payment of the passenger that is in the possession of Thomas Cook Airlines Belgium at the time. No refund is made for the fare paid for carriage to the place of refused entry or deportation of the animal. The passenger is liable for all damage caused by the animal to Thomas Cook Airlines Belgium or to third parties within legal limits and indemnifies Thomas Cook Airlines Belgium from all liability in this respect.

#### **10.6. Special terms of carriage with code share-partners**

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2. of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

### **11. Unaccompanied minors, carriage of infants (under the age of 2 years), pregnant women and special assistance**

#### **11.1. Unaccompanied minors (UM)**

Children aged 5 up to and including 11 years can only travel without a companion if the assistance service is used. Children under the age of 5 must always travel with their parents, siblings aged 16 or over, or other persons aged 18 or over. We will treat juveniles traveling alone up to the age of 16 as unaccompanied minors upon the express wish of the parents.

The assistance service must be registered for, no later than 48 hours before departure. A seat free of charge will be reserved and assigned for the child. Please note that in the event of feeder flights to and/or from departure and/or destination airports, other airline carriers may also charge an assistance fee. For information, please contact the respective airline.

At the departure airport, we require the full details (name, address, telephone number) of the accompanying person bringing the child to or collecting the child from the UM service provision point. If this person is not the child's parent, we require an authorisation from the parent for checking in and picking up the child. For security reasons, the accompanying person must be able to identify himself/herself, via a valid photo ID, when checking in or picking up the child.

Where permitted by the respective aviation authorities, the child can be accompanied to the departure gate. In all cases, the accompanying person must remain at the airport until the flight has departed. HQ staff will assist the child at transit airports and on board the aircraft.



### 11.2. Carriage of infants and children

In cases where a child under 12 years of age is accompanied by only one parent, it helps to avoid misunderstandings and complications if written confirmation from the other parent authorising the execution of the flight(s) with the accompanying parent can be presented.

No more than one infant (under the age of 2 years) can be conveyed per adult without the infant requiring a separate seat. A second infant (under the age of 2 years) can be conveyed on request accompanied by one adult only if a seat is booked for the second infant at the regular fare.

**An infant (under the age of 2 years) must be booked as a child paying the full fare for both the outward and the return flight and paid for as such if the infant concerned reaches the age of 2 years prior to the return flight.**

### 11.3 Pregnant women

For safety reasons, pregnant women may no longer fly with Thomas Cook Airlines Belgium from the 36<sup>th</sup> week of pregnancy (32<sup>nd</sup> week of pregnancy for multiple pregnancies). Between the 28<sup>th</sup> and 36<sup>th</sup> week of pregnancy (only up to the 32<sup>nd</sup> week of pregnancy for multiple pregnancies), a medical certificate concerning the ability to fly, which may not be dated more than 10 days before the date of departure, must be presented.

### 11.4. Special assistance

For best-possible preparation, please inform HQ at the time of booking (but no later than 48 hours before departure) about any need for assistance, for instance in transporting persons with disabilities, expectant mothers, persons with health issues or others requiring special assistance. We cannot guarantee full assistance if this information is not provided to us at all, or not in good time. We will not exclude any passengers due to their need for assistance, provided that they have advised us of their need for special assistance at the time of their ticket purchase and we have accepted them for carriage.

### 11.5. Special terms of carriage with code share-partners

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2. of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

## 12. Baggage regulations

All passengers may take a limited quantity of baggage with them on flights which is conveyed as free baggage. Free baggage allowances are indicated on your ticket and/or the invitation tender on which your offer to conclude an air carriage contract is based. The carriage of such baggage that exceeds the free baggage allowance and the carriage of special baggage are subject to a fee. At the check-in counter, random checks will be carried out on your baggage. We would like to point out that the items listed in Section 10 may be contained in neither your checked baggage nor your carry-on baggage. Additionally, we wish to advise you that your carry-on baggage may contain no pointed and sharp objects such as knives, scissors or the contents of a manicure set, etc. Such items belong in the checked baggage.

---

If feeder flights to and/or from departure and/or destination airports for your HQ flights are



used that are executed by another airline company, the General Terms and Conditions of the Carriage of Passengers and Baggage of the airline company concerned apply for the entire route of the given feeder flights. Insofar as you have reserved special services or registered special baggage, the reservation concerned applies to the route served by HQ only.

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2 of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

The fees for excess baggage can be found on Thomas Cook Airlines website ([www.thomascookairlines.be](http://www.thomascookairlines.be)).

### **12.1. Carry-on baggage**

You may take on board with you, free of charge, one item of carry-on baggage with a maximum weight of 6 kg. Moreover, you are also permitted to take on board a small handbag, a laptop including its case, an umbrella and any walking aid you may need. The dimensions of the carry-on baggage may not exceed 55 x 40 x 20 cm. Insofar as the maximum permitted weight and/or permitted dimensions for carry-on baggage is/are exceeded, we are entitled to demand payment of a surcharge for excess baggage. Moreover, our ground and on-board staff members are obliged for safety reasons to stow excess items of baggage in the hold with other baggage. In cases of non-compliance with the weight and dimension restrictions, we cannot be made liable for any valuables and fragile items contained in carry-on baggage that has to be checked in.

In all cases, carry-on baggage must fit under the seat in front of you or in the overhead bins. If your carry-on baggage does not meet the requirements concerned or comply with the relevant safety regulations, it has to be conveyed as checked baggage. Such items as are then unsuited to carriage in the hold (e.g. fragile musical instruments) are accepted for carriage in the cabin only in cases where they have been registered with us in advance and we have confirmed their carriage. In such cases, the carriage of this special baggage is subject to payment of the relevant charges.

In accordance with Regulation (EC) 1546/2006, you may take on board all flights departing from European airports (including international flights) in your carry-on baggage liquids, pressurised containers (e.g. sprays), pastes, lotions and other gel-like substances, not to exceed 100 ml per packaging unit. The quantity printed on the container, not the actual contents, will apply. The individual containers must fit fully into a re-sealable, transparent plastic bag with a maximum capacity of one litre and will be checked at the security counter. Only one bag per passenger is permitted. Special regulations apply to medicines and baby food. Various non-EU states have introduced the same or similar regulations. Passengers can obtain further information in this respect from us or our authorised agents.

### **12.2. Excess baggage**

In the event that your carry-on baggage exceeds the maximum weight for carry-on baggage and/or total baggage allowed for the given flight, we are entitled to charge a fee for the excess baggage.

The excess baggage charges can be found on Thomas Cook Airlines website ([www.thomascookairlines.be](http://www.thomascookairlines.be)).

In the event that you leave baggage behind at the check-in counter or departure gate, we assume no liability whatsoever for the baggage concerned. Should costs be incurred for the

baggage you leave behind or for its safe custody or disposal, the costs concerned are payable by you.

### **12.3. Carriage of sports equipment and special baggage**

The carriage of sports equipment and special baggage is subject to payment of the relevant charges.

Timely registration thereof is required no later than 48 hours prior to departure. Kindly register your sports equipment via our service centre or a travel agency of your choice. In the event of failure to register on time, we cannot guarantee carriage of these items.

The special and excess baggage charges can be found on Thomas Cook Airlines Belgium website ([www.thomascookairlines.be](http://www.thomascookairlines.be)).

### **12.4. Transport packaging for special baggage and sports equipment**

The carriage of special baggage and sports equipment is possible only in suitable transport packaging or transport containers. Each item of sports equipment must be packed and checked separately, i.e. separate from the normal baggage you check. Failure to comply with this will result in your entire baggage being charged at current excess baggage rates which could possibly exceed the flat-rate charge for special equipment and sports equipment. The staff members at the check-in counter reserve the right to carry out random checks on special baggage and sports equipment and, if necessary, to refuse carriage in the event of non-compliance with the relevant regulations. Please note that sports equipment may contain no articles other than those required specifically for carrying out the sports activity concerned – this applies above all to clothing. For the carriage of canoes and kayaks, we will require a recourse disclaimer. Kindly note that special baggage and sports equipment must be registered. Registration thereof is only possible up to eight hours prior to departure.

No registration of special baggage is required in respect of strollers, buggies, child travel beds and child car seats if the items concerned are not to be used on board. Moreover, sunshades and excess baggage in suitcases up to 20 kg over the free baggage allowance do not have to be registered. Due to the extended period of time needed for checking in special baggage and sports equipment, you are kindly asked to report to the check-in counter no later than 120 minutes prior to the scheduled departure time. The charges for the carriage of special baggage and sports equipment as well as for excess baggage are payable when registering by credit card or via direct debit, but no later than at the time you check in. Subsequent payment is not possible.

In the event that feeder flights to and/or from departure and/or destination airports are used, the terms of the airline company executing the first flight segment apply for the entire route. You are urgently advised to contact the airline company concerned in advance for any information you may require.

### **12.5. The checked baggage cannot contain:**

- cash, jewels, precious metals, cameras, mobile telephones, electronic devices (e.g. laptops or PCs), fragile low-vision aids, business papers, samples, valuable works of art with a market value in excess of EUR 300.00 (the replacement value applies) insofar as they are not used for clothing purposes.

Pursuant to Article 20 of the Montreal Convention, HQ assumes no liability for damage to or loss of articles that are improperly included in checked baggage contrary to the above

regulations. This also applies to consequential and indirect damage that may arise due to the carriage of such items in checked baggage.

### 13. Liability and claim assertion deadline

As far as the liability of HQ and other such companies that execute carriage-related activities is concerned, the respective terms and conditions of the given company apply.

The carriage of persons, baggage and freight is subject to the convention of 28 March 1999 for the standardisation of certain regulations concerning international carriage by air (Montreal Convention) and to Regulation (EC) 2027/97 as amended by Regulation (EC) No. 889/02. The Montreal Convention regulates and limits the liability of HQ in respect of death or personal injury as well as of the loss of or damage to baggage and of delays.

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2. of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

#### Liability is limited according to the Montreal Convention as follows

- There are no maximum liability limits in respect of the death or personal injury of passengers. In the case of damage up to an amount equivalent to 113,100 special drawing rights (SDRs) of passengers (approx. EUR 133,200) per passenger, there is no possibility to document that the party suffering the damage caused or helped cause, in full or in part, the damage concerned by his or her culpable behaviour. For any damage in excess of the above, HQ is not liable if it can prove that the damage is not attributable to illegal and culpable action or neglect on its part or on the part of persons appointed by it or is exclusively attributable to the illegal and culpable action or neglect of a third party (Article 21 MC). HQ will pay an advance amount for coverage of the immediate economic needs of the claimant concerned.
- In the case of the destruction, loss in full or in part, damage or delay of checked baggage, liability is limited to 1,131 SDRs (approx. EUR 1,332). In the event that the value of the baggage you check exceeds this amount, you should provide the air carrier with notification to this effect or ensure prior to the journey that your baggage is fully insured. The price of carriage does not include insurance. You are urgently advised to obtain insurance covering cancellation of travel as well as loss of or damage to baggage. We would be pleased to broker such coverage via our insurance partner Europäische Reiseversicherung AG, Rosenheimer Straße 116, 81669 Munich, Germany. We are not responsible for claims settlement.
- In case of the delay of carriage of the passenger by air, liability is limited to 4,694.00 SDRs (approx. EUR 5,528). Any damage, loss in full or in part or destruction of baggage must be reported to us in writing as soon as possible. In the case of damage or loss in full or in part, notification of the damage or loss must be made at the airport; you will be provided with a PIR. If the checked baggage is accepted at the baggage delivery point, we assume (unless proof to the contrary is supplied) that we delivered the checked baggage to you in an undamaged and complete state. Any scratches, small dents and scrapes do not constitute damage to the checked baggage, as these are signs of the wear and tear caused by the intended use. Kindly ensure that your baggage is capable of withstanding the stress and strain of air carriage and is above all adequately waterproofed. The limitations of liability do not apply insofar as damage is attributable to wilful or negligent behaviour on the part of HQ. In the case of damage to or the partial loss of checked baggage, written notification to this effect must be sent to

us without delay, but no later than 7 days after you are in possession of the baggage or within 21 days in the case of delayed baggage. The time of mailing the written notification applies. The supply of a PIR does not equate to compliance with the above-mentioned deadlines.

If the damage is attributable in part to the culpable behaviour of the party suffering the damage, the relevant statutory requirements in respect of the exclusion of or reduction in the obligation to pay compensation apply in the case of contributory negligence by the injured party. This also applies to the extent the party suffering the damage fails to meet with his obligation to mitigate and minimise loss. HQ is not liable for any damage arising from its compliance with statutory requirements or your non-compliance with duties arising from the requirements concerned.

The provisions set out under the Montreal Convention remain unaffected by the above-mentioned requirements.

Claims for compensation may be asserted only within a period of two years starting from the day on which the aircraft reaches its destination, on which it should have reached its destination or on which carriage was interrupted.

## **14. Flight times, delays and flight cancellations / flight time changes, passenger rights**

### **14.1.**

HQ is entitled to change the planned departure times if the change is due to exceptional circumstances that could not have been avoided even using all reasonable measures. Such unusual circumstances can include in particular political instability, weather conditions that contraindicate the operation of the respective flight, safety/security risks, unexpected flight safety problems and a strike that impedes the operations of an airline company. HQ has the burden of proof that the change is due to exceptional circumstances that could not have been avoided even using all reasonable measures. HQ will inform all guests immediately upon obtaining knowledge of the required changes to the departure time.

### **14.2.**

HQ is also entitled to change the planned departure times if the change is announced at least two weeks before the planned departure time and is due to air traffic-related reasons that could not have been avoided even using all reasonable measures. Air traffic-related reasons can include in particular necessary changes as part of the federal assignment of take-off and landing rights (slot assignment) and restricted operations at airports, as well as reasons related to national and international flight safety and traffic regulation agencies. HQ has the burden of proof that the change is due to air traffic-related reasons that could not have been avoided even using all reasonable measures. HQ will inform all guests immediately upon obtaining knowledge of the required changes to the departure time.

### **14.3.**

HQ is entitled to change the aircraft used and transfer carriage in full or in part to a third party, in which case HQ remains responsible for the carriage booked.

If you notify us of your contact address, we will inform you of any changes in carriage as quickly as possible.

#### **14.4. Notice pursuant to Regulation (EC) 261/2004 on passenger rights**

In cases of non-carriage due to overbooking, flight cancellations and delays of at least two hours, you have the following rights as set out in the above-mentioned regulation. This notice is necessary but does not constitute any basis for asserting compensation claims or for interpreting the liability regulations laid down in the Montreal Convention. The rights set out in the regulation only apply if you have a confirmed booking for the flight concerned, you appear at the check-in counter at the time indicated or, if no time is indicated, no later than 45 minutes prior to the scheduled departure time. Further, the rights only apply if you have booked the flight at a tariff available to the general public and if you were not travelling free of charge, unless you have tickets issued under a frequent flyer programme or other commercial programme.

In the case of delays of more than 2 hours for flights of up to 1,500 km, of more than 3 hours for flights of between 1,500 km and 3,500 km and of more than 4 hours for flights of over 3,500 km, you are entitled to customer care services in the form of food and beverages in accordance with the carriage class booked and, depending on the length of the waiting time concerned, two telephone calls or telefaxes or e-mails and hotel accommodation in the event that the flight does not depart until the day after the scheduled date of carriage. Should the flight be subject to further delay on account of the provision of customer care services, you have no further entitlement to the services concerned. In the case of delays of more than 5 hours, you have the right to cancel the carriage contract and have the cost of the ticket refunded within 7 days, if the purpose of the journey is no longer relevant due to the delay, and, if applicable, the right to a return flight to the starting point of your journey at the earliest possible point in time. In the case of overbooking, you are entitled to receive customer care services. Moreover, we will offer you alternative carriage to your destination airport under comparable conditions. If you refuse the carriage offered, you are entitled to have the ticket costs refunded. In all cases, you can claim compensation based on the distance the flight concerned travels. In the case of flights travelling up to 1,500 km, the compensation payment amounts to €250.00 per passenger; in the case of flights travelling between 1,500 km and 3,500 km, €400.00; and in the case of flights travelling more than 3,500 km, €600.00. You have the choice between cash payment and a flight voucher. If we offer you an alternative flight to your destination airport and the aircraft arrives no more than 2, 3 or 4 hours late depending on the distance travelled, the compensation payment will be reduced by 50%. Your claim to the above-mentioned services will be excluded if you are refused carriage on the grounds of the regulations mentioned previously and those mentioned in the following. In case of the cancellation of a scheduled flight, you have the same right to receive customer care services, compensation and the refund of ticket costs as in the case of non-carriage subject to the requirements mentioned. You have no claim to the above-mentioned rights if the cancellation is attributable to exceptional circumstances that could not be avoided despite all possible measures having been taken. Your claim to compensation also lapses if we inform you of the flight cancellation at least 14 days prior to the scheduled departure, or if we inform you between 14 and 17 days prior to the scheduled departure that the departure is delayed by no more than 2 hours and the arrival by no more than 4 hours, or less than 7 days prior to the scheduled departure that the departure is delayed by no more than 1 hour and the arrival by no more than 2 hours. HQ is entitled to declare that any compensation payments are to be set off against claims for damage irrespective of the legal grounds of the case concerned.

#### **14.5 Special terms of carriage with code share-partners**

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2. of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.



---

## **15. Electronic devices, seatbelt fastening requirement, non-smoking flights, alcoholic beverages, allergies, travel documents, violation of entry regulations and legal consequences**

### **15.1. Electronic devices**

The unauthorised operation of electronic devices on board, e.g. mobile telephones, laptops, CD players, electronic games and devices with transmission functions and walkie-talkies is prohibited and can be a punishable offence. Exceptions to this are hearing aids and cardiac pacemakers. Kindly observe the instructions given by the staff on board. Should you be unsure as to whether the operation of a device you have taken on board with you is permitted, please also contact the staff on board.

### **15.2. Seatbelt fastening requirement**

Kindly note for your own safety that you are required to keep your seatbelt fastened during the entire flight whenever you are sitting in your seat. The instructions of the staff on board require strict compliance.

### **15.3. Non-smoking flights**

Smoking is not allowed on any HQ flight. Smoking is prohibited in all parts of the aircraft and during your entire stay on board. Violations of the ban on smoking will immediately result in legal action being taken and can cause the flight to be interrupted. Any costs incurred as a result are payable by you in all cases.

### **15.4. Alcoholic beverages**

Consuming alcoholic beverages you have brought on board yourself is prohibited throughout the duration of your flight. If you do not obey this rule, you may be excluded from transportation in the future.

### **15.5. Allergies**

Please note that, in your own interest but also in the interest of other passengers and the safety of the flight, you must inform us of any allergies you may have to certain foods or ingredients at least 24 hours prior to departure. HQ cannot guarantee that passengers will not be exposed to allergens on board. We are under no obligation to transport passengers with allergies to certain foods or ingredients involving the risk of seriously endangering their own health and cannot guarantee the absence of those allergens in our food or air.

### **15.6. Travel documents**

You are obliged and it is your own responsibility to obtain the entry and exit documents and visas needed for your journey and to observe all the regulations prescribed by the countries the aircraft flies over, to or from; the same applies to our relevant regulations and instructions. We are not liable for any consequences you may incur from your failure to obtain the necessary documents or comply with relevant regulations or instructions. You are obliged prior to departure to present entry and exit documents, visas, health certificates and any other certificates required by the relevant countries and allow us to make copies of the documents concerned. We reserve the right to refuse your carriage if you do not comply with the relevant requirements or your documents are incomplete. We are not liable for

any losses or expenses you may incur due to your non-compliance with the given regulations.

### **15.7. Violation of entry regulations and legal consequences**

If you are refused entry into a given country, you are then obliged to pay the fine imposed on us by the country concerned. You are moreover obliged to pay the applicable fare in the event that you have to be brought to your place of departure or another location by order of the relevant authorities due to the fact that you may not enter a given country (transit or destination country). For payment of the fare concerned, we can use the money paid by you for unused carriage or any means of payment of yours in our possession at the time. No refund will be made for the fare paid for carriage to the place of refused entry or deportation. In the event that we are asked to pay any penalties or fines, make a deposit on them or pay any other expenses due to the fact that you have not observed the regulations of the country concerned in respect of transit or entry or due to the fact that the documents required by the given regulations are either not in order or not available at the time, you are then obliged at our request to reimburse us for the penalties or fines paid, the amounts deposited and the expenses incurred. We are entitled to use the means of payment in your possession at the time to cover the expenses concerned. The amount due for penalties and fines varies from country to country and can far exceed the fare. In your own interest, you are therefore urgently advised to ensure that you comply with the entry regulations of the given country.

### **16. Data protection**

When making a booking, certain personal information necessarily has to be provided to HQ. This data will be processed as appropriate for the following purposes: implementing the agreement; replying to contact recordings from clients; sending advertisements and direct marketing and providing up-to-date information on initiatives and activities of the Group to which HQ belongs; statistical analyses; preventing and combating fraud by clients, employees or other partners of this Group and complying with statutory obligations. These personal data may be passed on for the aforementioned purposes to partners of the Group and business partners, organizations and government agencies with whom the Group cooperates, both in Belgium and abroad, or in the event of a statutory obligation or a request from the police, judicial authorities or government agencies. Clients may exercise their legal right to gain access, improve or object to use for direct marketing free of charge by means of a written, signed and dated request, together with a recto-verso copy of their identity card, addressed to Thomas Cook Airlines Belgium N.V., Marketing department, Brussels Airport, Building 45, Ringlaan, Bedrijvenzone Diegem-Luchthaven, B-1831 DIEGEM, or an e-mail, addressed to [privacy@thomascookairlines.com](mailto:privacy@thomascookairlines.com). If they have a digital identity card, a print of the content of the chip or an official certificate of their place of residence is required.

## 7. Insurance

The fare does not include any insurance benefits, particularly with regard to travel cancellation insurance. You are therefore urgently advised to take out the relevant insurance coverage when booking your travel. Immediate written notification of the insurer is required when filing a claim. HQ is not responsible for claim settlement.

The address of our insurance company is: Europäische Reiseversicherung AG, Rosenheimer Straße 116, 81669 Munich, Germany.

## 18. Notice pursuant to the annex to Regulation (EC) 2027/97 as amended by Regulation (EC) 889/02

This notice is required pursuant to Regulation (EC) 889/02; it does not constitute any basis for asserting compensation claims or for interpreting the provisions set out under the Montreal Convention. As we are obliged by law to publish this notice, it is not part of the carriage contract concluded between you and HQ.

### Liability of airline companies for passengers and their baggage

**This notice summarises the liability rules applied by Community airline companies as required by Community legislation and by the Montreal Convention.**

If the flight is being operated by a code sharing partner, the special terms pursuant to section 1.2. of these GTBC will apply. The other airline's terms of carriage may differ from these GTBC.

#### 18.1. Compensation in the event of death or personal injury

There are no maximum liability limits in respect of the death or personal injury of passengers. In the case of personal damage up to an amount equivalent to 113,100 SDRs, the airline company cannot contest claims for compensation. In the case of claims for amounts in excess of that set out above, the airline company can defend itself against such claims by proving that it was not negligent or otherwise at fault.

#### 18.2. Advance payments

If a passenger is killed or injured, the airline company must make an advance payment to cover immediate financial needs within 15 days of the identification of the person entitled to compensation. In the case of the passenger's death, the advance payment concerned must be no less than an amount equivalent to 16,000.00 SDRs.

#### 18.3. Delays in the carriage of passengers

As far as delays in the carriage of passengers are concerned, the airline company is liable for any damage incurred as a result unless it took all reasonable measures to avoid the given damage or it was impossible to take such measures. The liability for any damage due to the delay in the carriage of passengers is limited to an amount equivalent to 4,694.00 SDRs. Any liability in accordance with Regulation (EC) 261/04 remains unaffected by this.



#### **18.4. Delays in the carriage of baggage**

As far as delays in the carriage of baggage are concerned, the airline company is liable for any damage incurred as a result unless it took all reasonable measures to avoid the given damage or it was impossible to take such measures. The liability for any damage due to the delay in the carriage of baggage is limited to an amount equivalent to 1,131.00 SDRs.

#### **18.5. Destruction of, loss of or damage to baggage**

The airline company is liable for the destruction, loss of or damage to baggage up to an amount equivalent to 1,131.00 SDRs. In the case of checked baggage, it is liable even if not at fault insofar as the baggage was not previously defective. With regard to baggage that is not checked, the airline company is only liable for its culpable behaviour. For further information, please visit [www.thomascookairlines.be](http://www.thomascookairlines.be).

#### **18.6. Higher liability limit for baggage**

A passenger can benefit from a higher liability limit by making a special declaration no later than the time he or she checks in and by paying a surcharge.

#### **18.7. Baggage complaints**

If baggage is damaged, delayed, lost or destroyed, the passenger must provide the airline company with written notification to this effect as soon as possible. Passengers whose checked baggage sustains damage must provide written notification to this effect within seven days; if baggage is delayed, written notification is required within 21 days. For further information, please visit [www.thomascookairlines.be](http://www.thomascookairlines.be).

#### **18.8. Liability of contractual and executing airline company**

If the air carrier actually operating the flight is not the same as the contractual airline company, the passenger has the right to address a complaint or a claim for damages to either. If the name or code of an airline company is indicated on the ticket, that airline company is the one entering into the contract.

#### **18.9. Claim assertion deadlines**

Any action in court to claim damages must be brought within two years of the date of arrival of the aircraft or of the date on which the aircraft should have arrived.

The above requirements are based on the Montreal Convention dated 28 May 1999 that was implemented in the European Community via Regulation (EC) 2027/97 as amended by Regulation (EC) 889/02 and via the national legislation of the member states.

Claims must be introduced personally by the customer, his or her lawyer or by a consumer organisation.

### **19. Applicable law and judicial venue**

#### **19.1. Applicable law**

The carriage contracts concluded with HQ and these General Terms and Conditions of Business and Carriage are subject to Belgian law.

---

### 19.2. Venue

Brussels, Belgium, will be the judicial venue for claims. This agreement on the judicial venue does not apply to claims asserted on the basis of the Montreal Convention or Regulation (EC) 261/04.

### 19.3. Right of revocation

The consumer does not have the right to revoke a booking (Belgian Royal Decree 18 November 2002) which forms an exception to article 47 of the Belgian Act on Market Practices.

Version dated 22 July 2015; subject to amendment without prior notice.

Thomas Cook Airlines Belgium N.V.  
Brussels Airport  
Building 45  
Ringlaan  
Bedrijvenzone Diegem-Luchthaven  
B-1831 Diegem