



TRAVEL GUARANTEE FUND
Avenue de la Métrologie 8
1130 BRUXELLES
BELGIUM

Dear Sir or Madam,

Important notice regarding the insolvency of Thomas Cook Belgium

As requested by the Belgian government, we are writing to you from the Belgian Travel Guarantee Fund (TGF), the insolvency insurer of Thomas Cook Belgium, protecting consumers who have bought travel services from Thomas Cook Belgium. The TGF has taken over responsibility for Thomas Cook Belgium's consumers in this capacity since Thomas Cook Group has been declared insolvent.

The TGF understands that your company had a contract with Thomas Cook Belgium to provide accommodation services to its consumers. The TGF is therefore seeking your co-operation so that consumers of Thomas Cook Belgium are allowed to continue with their trip without being asked to pay again for services provided by you.

For all Thomas Cook Belgium's consumers on package travel and accommodation-only trips currently being handled by you, the TGF will pay you within the terms of this letter, the rate for services provided as per the contract you held with Thomas Cook Group from the date of insolvency, begin 24th of September 2019, through to the consumers' scheduled departure date.

I accept the terms of this guarantee.

Name hotel:

Signed by:

Position:

Type of service provided:

Date:

By signing this agreement, you are confirming that you are not charging the consumer



Once we have received your signed agreement, please invoice the TGF at the address below; your invoice must be received within one year of the date of the failure of Thomas Cook Belgium. The TGF must therefore receive your invoice no later than 24/09/2020. It is a condition of the TGF's offer to pay these amounts that you submit with your invoice a copy of the original contract(s) between you and Thomas Cook Belgium. These should be accompanied with the completed schedule of passengers, using the attached template in its exact format.

The TGF **cannot** pay for the following:

- **back debts for earlier consumers;**
- **any rooms allocated to The Thomas Cook Group but not occupied;**
- **any items not included in the contract price;**
- **consumers for whom The Thomas Cook Group has already paid;**
- **consumers of The Thomas Cook Group who arrive after the date of failure.**

The TGF will pay you as soon as possible after receiving your invoice if it contains all the information required. This should normally be within 40 days from the date the invoice was received.

Payment will be made by bank transfer only. To enable the TGF to transfer payment to your account, please provide your full bank details within the invoice: these should include the bank's name and address, swift code and IBAN, sort code (or local equivalent), and the account holder's name and full account number.

Please note: By accepting payment(s) from the TGF for ground services provided to Thomas Cook Belgium they shall only be accepted on the terms set out in the contents of this letter. You will also be agreeing that the position between us is governed by Belgian law and subject to the exclusive jurisdiction of the Courts of Brussels. In addition, to the extent that the TGF makes a payment to you as outlined above, in return for accepting the payment(s) referred to above you will be deemed to have assigned to the TGF your right to claim that amount against Thomas Cook Belgium for non-payment of handling services by Thomas Cook Belgium which is to be financed by way of payment(s) from the TGF and you agree to such assignment.

I hope the contents of this letter are clear. If you need any assistance you can contact me via mdv@gfg.be.

Yours faithfully,

Mark De Vriendt
Director

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