

Booking conditions

Holiday and Cruise booking terms and conditions



Your contract is with ST&H Ltd, trading as Saga Holidays or with Saga Cruises Ltd for cruises aboard Saga Pearl II and Saga Sapphire ('Saga' or 'we' or 'our' or 'us'). For cruises aboard Saga's vessels Saga Sapphire and Saga Pearl II, ST&H Ltd acts as agent for Saga Cruises Ltd, the ships owner and your contract is with Saga Cruises Ltd and subject to these booking conditions. These terms and conditions, along with the documents referred herein, apply to your holiday booked and form your contract with us. It is important that you read these conditions as they not only define our obligations to you but also impose some important commitments upon you. If any part of these booking conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity will not affect the other provisions which shall remain in full force and effect.

1. Your holiday contract

When making a booking you guarantee that you have the authority to accept, and do accept on behalf of your party, the terms of these booking conditions. Your contract is created 14 days following your receipt of the confirmation invoice; we allow five days from the date of the invoice for posting or emailing to you. It is your responsibility to check the accuracy of the details you provide upon booking, ensuring passenger name details exactly match passport details. If any of the details on the confirmation invoice are incorrect, you must notify us immediately. We will pass on any additional charges incurred as a result of these details not being correct. We reserve the right to refuse to accept and/or not proceed with any booking at any time at our sole discretion. This contract is governed by English law and the jurisdiction of the English courts. A complaint may be referred to arbitration – see section 10.

2. Age qualification

Saga holidays and cruises are for anyone aged 50 or over. A travelling companion or family member travelling with you may be aged 40 or over. Please note there may be non-Saga guests (including children) in residence during your holiday, for whose behaviour we cannot accept responsibility.

3. Your financial protection

Saga Holidays is a trading name of ST&H Ltd. ST&H Ltd and Saga Cruises Ltd are members of ABTA, with membership numbers W8164 and W8179 respectively. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. Saga is obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ. Tel 020 3117 0500 or visit abta.com. ST&H Ltd also holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 0308). All the flights and flight-inclusive holidays are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you have booked (flights, hotels and other services) is listed on it. For more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL Certificate are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. Holiday organisers are required by law to state arrangements for the repatriation of customers in the event of insolvency. In the unlikely event of Saga becoming insolvent the CAA/ABTA will ensure that you are not stranded abroad and you would be refunded any money that you have already paid us. Items not purchased through Saga will not be protected under the Saga ABTA or ATOL licences. ST&H Ltd is also licensed by the Irish Commission for Aviation Regulation (Licence No. T. A. 0598) to carry on business in the Republic of Ireland as a travel agent.

Delay cover: If you are delayed at point of departure, we will do our best to arrange meals plus accommodation on overnight delays.

4. Your holiday price

Price: Holiday prices can be influenced by taxes such as air passenger duty, aircraft insurance, security, fuel and other associated costs. Our prices are affected by these, as well as exchange rates, suppliers' costs and economic trends. The guide prices shown in our brochures are based on current charges and costs but they may go up or down. We reserve the right to alter the prices of any of the holidays shown in our brochures and will notify you of the current price prior to any booking – please call us or visit our website for the most up-to-date prices. Our holidays, and the prices at which they are advertised, are based on flight availability and a limited number of specially negotiated prices at the time of going to print; they are always subject to availability and flight supplements may apply. You will be advised of any differences to any elements of the holiday, including the price, before your booking is confirmed. Once booked, the cost of your holiday cannot be increased unless you amend your booking. However, Saga reserves the right not to be legally bound in the case of incorrect pricing and acknowledgement of such an error does not mean acceptance of it. Please note that local taxes are not included within the holiday package and where necessary these will need to be paid locally by you. We will wherever possible advise you at the time of booking if these apply, but please bear in mind that local taxes may be imposed after you have made your booking. Should you choose not to proceed this will be treated as a cancellation (see "If you cancel your holiday arrangements").

Optional ad-hoc services: We provide you with the option to specifically request extras which are in addition to or adaptations of our standard packages. Prices for extensions, extra accommodation, upgrades, additional flights that are not part of a standard Saga allocation and domestic flights ('ad-hoc services') can vary depending on when you book. Please note that adding an ad-hoc service may result in additional charges to our standard packages due to changes in flight dates, changes to our standard allocated accommodation periods and additional costs passed to us from third party suppliers. You will be notified of the total price of your holiday prior to booking and any increase to your deposit. Please note that where a flight upgrade has been booked and there is a change of airline prior to your departure date it may not be possible to offer an equivalent upgrade or there may be an additional cost payable. In this situation we will offer you the opportunity to revert to economy class and refund you the cost of the upgrade, pay any additional costs for the equivalent upgrade or cancel with a full refund of all monies paid. Compensation will not be payable.

Price Promise (Saga Pearl II and Saga Sapphire only): Should we ever cut our prices or bring in a new special offer later on (optional ad-hoc services are excluded), we'll work out the difference and pass the value of the saving back to you. This applies as long as the discounted holiday is the same package offered under the same terms of sale (which means the full terms that apply to your holiday contract, including your cabin grade and

whether your cabin is allocated at the time of booking or at embarkation). In calculating any possible saving due, we'll take into consideration all offers and discounts that were applied at the time of booking and compare the overall price that you've been charged with the current price. We will pass on the value of the saving in the form of a higher grade cabin, on-board credit or other value added benefit.

Exchange rates: Prices are based on exchange rates published in the Financial Times World Currency Guide on Monday February 20, 2016. The applicable rates were as follows: Australian dollar 1.6216, Canadian dollar 1.6298, Caribbean dollar 3.3565, euro 1.1695, Japanese yen 140.2581, New Zealand dollar 1.7291, South African rand 16.2806, Swiss franc 1.2445, Thai baht 43.4983, US dollar 1.2431. Prices for cruises aboard Saga Sapphire departing between April 11, 2016 and January 9, 2017 and for cruises aboard Saga Pearl II departing between April 4, 2016 and January 5, 2017 are based on exchange rates published in the Financial Times World Currency Guide on Monday February 2, 2015: Danish krone 9.9079, euro 1.3309, Norwegian krone 11.6405, Swedish krona 12.4245, US dollar 1.5019. Prices for cruises aboard Saga Sapphire departing between January 10, 2017 and April 12, 2017 and for cruises aboard Saga Pearl II departing between January 6, 2017 and April 10, 2017 are based on the following exchange rates published in the Financial Times World Currency Guide on Monday June 8, 2015: East Caribbean dollar 4.1156, euro 1.3721, Norwegian krone 12.1288, US dollar 1.5243. Prices for cruises aboard Saga Sapphire departing between April 13, 2017 and January 6, 2018 and for cruises aboard Saga Pearl II departing between April 11, 2017 and January 7, 2018 are based on the following exchange rates published in the Financial Times World Currency Guide on Monday January 18, 2016: Canadian dollar 2.0727, Danish krone 9.7510, euro 1.3065, Norwegian krone 12.6070, Swedish krona 12.2663, US dollar 1.4309. Prices for cruises aboard Saga Sapphire departing between January 7, 2018 and April 2, 2018 and for cruises aboard Saga Pearl II departing between January 8, 2018 and April 2, 2018 are based on exchange rates published in the Financial Times World Currency Guide on Monday July 11, 2018. The applicable rates were as follows: euro 1.1745, Norwegian krone 11.0737, US dollar 1.296. Prices for cruises aboard Saga Sapphire departing between April 3, 2018 and January 19, 2019 and for cruises aboard Saga Pearl II departing between April 3, 2018 and January 3, 2019 are based on exchange rates published in the Financial Times World Currency Guide on Monday February 20, 2017. The applicable exchange rates were as follows: Canadian dollar 1.6298, Danish krone 8.6933, euro 1.1695, Norwegian krone 10.3626, Swedish krona 11.0611, US dollar 1.2431.

5. Paying for your holiday

When you book your holiday, you must pay a deposit payment. Unless you are otherwise advised, bookings made within the balance due date must be paid in full at the time of booking and we cannot confirm your booking until full payment is received. Payments can be paid by credit card, debit card or by cheque.

Deposits: The following deposits are payable per person when you book your holiday: Europe and the Mediterranean and river cruises – £150 or 10% of the holiday cost, whichever is the greater. Long haul – £175 or 10% of the holiday cost, whichever is the greater. UK holidays – £60 (plus £8.50 if you require the optional insurance and additional cancellation rights). (See Additional cancellation rights in Section 8). Ocean cruises – £200 or 15% of the holiday cost, whichever is the greater, up to a maximum of £1,000. Certain holidays may require a higher deposit or full payment. You will be advised if this is the case at the time of booking.

Balance due date: The balance of the price of your booking must be paid before your departure date.

The holiday you have chosen determines when you need to pay the balance. The balance is due at least:

90 days before departure for a Saga ocean cruise aboard Saga Sapphire or Saga Pearl II
56 days before departure for holidays in mainland Britain of five nights or more
28 days before departure for holidays in mainland Britain of less than five nights, and for Christmas and New Year holidays in mainland Britain

75 days before departure for all other holidays

unless otherwise stated at the time of booking and stated on your confirmation invoice. If the balance is not paid in time, we reserve the right to cancel your travel arrangements and retain your deposit paid to cover costs that we have incurred.

Credit card and cheque fees: There is no charge for payments made by debit card.

Payments by credit card and American Express are subject to a transaction fee of 2% (or 1% if you're using a Saga Platinum credit card).

Each cheque is subject to a £3 administrative charge and should be made payable to Saga Holidays with your name, address and booking references written on the back. Please send cheques to Saga Holidays, Enbrook Park, Folkestone, Kent CT20 3SE.

Refunds: If you are entitled to any refunds relating to your booking, this will go to the lead passenger who made the booking, usually by the same payment method that was used to pay Saga. In the case of card payment, refund(s) will be made to the appropriate card account(s). If a payment has been made in the form of a voucher any refund, if applicable, will be refunded by voucher. Any fees incurred when making a payment will not be refunded unless Saga causes the cancellation. No refund is available after your departure date if you take part of the holiday only, or vary or extend the holiday arrangements.

6. Transfers and changes to your holiday

Transfers and changes to special offers are not permitted.

Insufficient bookings: If we need to cancel your holiday due to insufficient support we reserve the right to do so and will notify you before the balance due date.

Transferring your booking: If you are genuinely prevented from taking the holiday, you may transfer your booking to another suitable person who is able to comply with these conditions, which will still apply. Both you and the person you are transferring to shall be responsible for paying all costs incurred by us in arranging the transfer, plus any charges imposed upon us.

If you change your holiday arrangements: If you wish to change your travel arrangements, for example, your accommodation, we will do our utmost to make these changes but they cannot be guaranteed. A single supplement may apply if changing from twin to single occupancy. For cruises, if you wish to change your cabin grade or amend to a cabin allocated on departure, cancellation charges will apply as detailed opposite. If you wish to change the departure date of your holiday or cruise, you will need to cancel your existing holiday and re-book the new one – cancellation charges will apply as detailed opposite. Any request for a change must be from the person who made the booking. If you make changes before the balance due date, you will be asked to pay an administrative charge of £20 per person for all UK holidays; £25 per person for all Saga ocean cruise holidays aboard Saga Sapphire or Saga Pearl II; and £40 per person for all other holidays, for each amendment,

plus further charges we may incur in making this alteration. Please note some alterations may incur a 100% cancellation charge for that element of your travel arrangements. Any changes you make after the balance due date will be treated as a cancellation by you, and cancellation charges will apply (as set out in the table below).
If you cancel your holiday arrangements: If you, or any member of your party, need to cancel your travel arrangements at any time, you must inform us in writing before the departure date. The letter of cancellation should be signed by the first named person on the holiday confirmation invoice, which must be returned along with any travel tickets received. Please send to Cancellations, Enbrook Park, Folkestone, Kent, CT9 2JN. If you are cancelling within 14 days of your departure date please telephone us on 0800 092 0920 (0800 068 5058 for river cruises). The cancellation will be effective from the date it is received at our offices. As we incur costs in cancelling your travel arrangements, you must pay the applicable cancellation charges as per the table below. We will deduct the cost of any UK connecting or domestic flights. Customers who have included the optional travel insurance, benefit from additional cancellation rights (see 'Additional cancellation rights' under Section 8). For holidays in mainland Britain, if you have to cancel your holiday because of illness or death of you or a member of your party, we will refund all your holiday payments except for a handling fee of £60 per person, provided we receive a valid medical certificate.

If we cancel your holiday arrangements: Occasionally we may have to make changes and we reserve the right to do so at any time. 'Minor Change' means that there has been a small change to your holiday. Minor changes include, but are not limited to a change in airline carrier; closing of hotel facilities for improvement; flights becoming indirect; building works; change to advertised amenities; change to itineraries; change to included and optional excursions and entertainment. 'Major Change' these include, but are not limited to a significant change of resort or holiday duration, where your stay is three nights or more; a change of accommodation to that of a lower Q or Berlitz rating category for three or more nights; a change in departure date; a change of departure airport (except between London airports, between Birmingham and East Midlands airports, between Sheffield, Doncaster, Manchester and Leeds Bradford airports, or between Liverpool and Manchester); or your cruise being cancelled by the cruise company or shipping line. 'Force Majeure' means an event, which due to unusual and unforeseeable circumstances is beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. These include, but are not limited to: actual or expected war, riots, civil strife, terrorist activity, Government action or restraint, industrial disputes, natural or nuclear disasters, fire, adverse weather conditions including hurricanes, changing water levels or closure of locks, epidemics, health risks, unavoidable technical problems with transport, damage and accidents from machinery or engines, closed or congested airports.

The Saga holiday promise: We plan the holiday arrangements many months in advance and, although unlikely, we may need to make changes and we reserve the right to do so at any time. We shall endeavour to advise you of Minor Changes as soon as we are aware of them or when we send you your final tickets. Please note we will not pay compensation or offer alternative options if we make a Minor Change. If we make a Major Change to your holiday, we will inform you as soon as reasonably possible. If there is time before your departure, you will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements, if available, or cancelling your booked holiday and receiving a full refund of all monies paid plus compensation as detailed in the table opposite. Please note that where the Major Change is caused by an event of Force Majeure compensation will not be payable. Any compensation paid to you by Saga does not exclude you from claiming more from your insurer if you are entitled to do so. Please note that we do not have any responsibility or liability for any consequential loss you may incur from arrangements you have made with any other party or parties.

If we cancel your holiday: We reserve the right to cancel your travel arrangements, for example, when the minimum number of clients required to operate a tour is not reached. We will not cancel your travel arrangements after the balance due date, except for reasons of Force Majeure or failure by you to pay the final balance. If cancelled due to Force Majeure you can either have a full refund or, where available, accept an offer of alternative comparable travel arrangements (we will refund any price difference if the alternative is of lower value). Compensation is not payable in these circumstances and we do not accept any responsibility for any loss or expenses of any third party provision.

Cancellation charges/compensation

Period before departure within which notice of cancellation or major change is received by us or notified to you	Cancellation charge if you cancel your holiday (plus ad-hoc charges incurred)	Compensation if we make a major change which you accept (price reduction)	Compensation if we make a major change and you cancel your holiday (voucher)
For all holidays to Europe and the Mediterranean, Travellers World holidays, river cruises, non Saga ocean cruises and holidays in Ireland, the Channel Islands or Isles of Scilly*.			
75 days or more	Loss of deposit	Nil	Nil
43-74 days	50% of holiday price*	£20	£10
29-42 days	70% of holiday price*	£30	£15
15-28 days	90% of holiday price*	£50	£20
14 days or less	100% of holiday price*	£50	£20
For all holidays of five nights or more in mainland Britain*.			
56 (28) days or more	Loss of deposit	Nil	Nil
43-55 days	50% of holiday price*	£10	£5
29-42 (22-27) days	70% of holiday price*	£15	£10
15-28 (15-21) days	90% of holiday price*	£20	£15
14 days or less	100% of holiday price*	£20	£15
Numbers in brackets apply to holidays of less than five nights in mainland Britain, and to Christmas and New Year holidays in mainland Britain.			
For all Saga ocean cruises aboard Saga Pearl II and Saga Sapphire*.			
90 days or more	Loss of deposit	Nil	Nil
56-89 days	60% of holiday price*	£20	£10
29-55 days	75% of holiday price*	£20	£10
15-28 days	90% of holiday price*	£30	£15
For Mystery holidays**			
75 days or more	loss of deposit	nil	nil
43-74 days	50% of holiday price	£20	£10
29-42 days	70% of holiday price	£30	£15
28 days or more	100% of holiday price	£50	£20

*Please note that for certain holidays the cancellation charge will be 100%. You will be advised of this at the time of booking.

**Mystery holidays - approximately 28 days prior to departure, we will advise you of your allocated hotel.

Any changes made prior to us advising you of your allocated hotel will be subject to our usual terms and conditions. If you cancel your holiday, you will be subject to charges in accordance with the above table.

*Or deposit if higher.

7. Insurance

You must be adequately insured for all ocean cruises and holidays outside mainland Britain to cover all contingencies such as medical expenses, repatriation and baggage cover. If you did not purchase the optional travel insurance and additional cancellation rights, or if we're unable to offer the optional cover, we advise that you arrange adequate insurance cover as soon as possible. For your peace of mind, please ensure that your alternative policy includes cancellation cover for the total cost of your holiday and that you are adequately insured for all your needs, including medical emergencies. Please also make sure your insurance is valid from the time of booking until your return from holiday.

Bookings made 18 months or more before departure: (This section only applies to holidays offered with optional insurance and additional cancellation rights). The travel insurance cannot be offered with holidays booked more than 18 months before departure. Customers who wish to include the optional travel insurance and additional cancellation rights will have their booking held until 18 months before the departure date. Should you need to cancel prior to your booking being confirmed, a full refund will be available. Once within 18 months of departure, the optional travel insurance and additional cancellation rights can be added and the holiday confirmed. This is subject to the normal insurance policy conditions and Saga's booking conditions.

8. Additional cancellation rights

Where you have chosen to include the optional travel insurance the following rights apply:

For the purposes of this section, the following definitions apply:

Business Associate – Someone who works at your place of business and who, if you were both away from work at the same time, would prevent the business from running properly.

Close Relative – Your marital/common law partner (defined as living together at the same address and including same sex relationships), parent, parent-in-law, child, grandchild, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law or fiancé(e).

Home – The address where you live permanently in the UK.

You/Your – The person(s) named on the booking invoice/holiday confirmation issued by Saga.

Summary of rights: We will refund all the money you have paid to us, less an administration fee of £80 (£60 for UK holidays) per person if the cancellation is due to:

- unexpected illness or death of you or a member of your party.
- death or disablement (by accidental bodily injury or sickness) of your Close Relative or Business Associate, or of any person with whom you had arranged temporarily to reside during your holiday.
- jury service, attendance solely as a witness at a court of law or redundancy (provided your employment has been on a continuous full time basis with the same employer for at least 24 months).
- accidental damage to your home through fire, storm or flooding within 14 days of the planned departure date, rendering it uninhabitable.

We will deduct the cost of any UK connecting or domestic flights and any cancellation charges from the suppliers of any ad-hoc service. You must send us a valid medical certificate for (a) or (b) above or the relevant official documentation for (c) or (d) as soon as is practicable, otherwise we will be unable to refund you.

All travel documents must be returned to Saga. If you cancel for other reasons, you must still notify Saga in writing. We reserve the right to impose cancellation charges should you cancel your booking due to alteration of airline, aircraft type, destination airport, flight routing or flight timings.

We will not be liable for cancellations when, at the time of booking the holiday, the person whose condition gives rise to the cancellation:

- had an illness in the past 12 months that has required treatment from a doctor, unless the condition was disclosed to and accepted by us;
 - is travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad;
 - is receiving, on a waiting list for, or has knowledge of the need for in-patient treatment for any condition unless the medical condition for which you are on a waiting list for inpatient treatment has been disclosed to us and accepted by us. Should you cancel as a direct result of you undergoing the inpatient treatment for which you are on a waiting list additional cancellation rights will not be provided;
 - is expected to give birth 12 weeks (16 weeks in the case of multiple pregnancy) before your planned return date;
 - has been given a terminal prognosis by a medical practitioner.
- We will not cover any medical condition of a close relative or business associate whose health may affect your decision to travel if you were aware of it prior to booking your holiday.
- We will not be liable for cancellations arising directly or indirectly from:
- acts of terrorism in countries to which the Foreign and Commonwealth Office has advised against travelling;
 - an accident or breakdown of the vehicle in which you are travelling for which a professional repairer's report is not provided;
 - breakdown of any vehicle in which you are travelling if the vehicle is owned by you and has not been serviced properly or maintained in accordance with the manufacturer's instructions;
 - withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority, or any similar body in any country;
 - redundancy caused by, or resulting from, misconduct leading to dismissal, from resignation or voluntary redundancy, or where a warning or notification of redundancy was given prior to the date the optional insurance was purchased by you;
 - suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquors or drugs or flying other than as a passenger in a fully licensed passenger carrying aircraft. This exclusion applies not only to the insured persons but also to close relatives or other persons whose health may affect your decision to travel or cut short your trip;
 - any circumstance arising after the date of booking, but prior to the date of issue of the optional insurance policy purchased by you.

9. Responsibility for your holiday

Saga's responsibility: Saga is responsible for the proper performance of the contract. We will not be liable for any failure or improper performance where reasonable care and skill has been exercised or where such failure or improper performance is:

- attributable to you or any member of your party;
 - attributable to a third party unconnected with the provision of your holiday and is unforeseeable or unavoidable;
 - due to an event which Saga or our suppliers, even with all due care, could not foresee or forestall.
- In all cases, except where death or personal injury results, the liability of Saga and any company within the Saga Group (its employees, agents and subcontractors) is limited to twice the price of your holiday. Our liability for any damages (including in the event of death or personal injury) arising from non-performance or improper performance of the contract will also be limited to the limit imposed by:
- the company that provides transportation for your holiday; and
 - Any relevant international convention which we hereby incorporate into this contract for the benefit of Saga. You agree to be bound by the transport company's terms and conditions (including any limitations or exclusions of liability) which will also apply to your contract with Saga. Copies of each transport company's terms and conditions or the international conventions can be provided on request. Under EU law, in the event of denied boarding, cancellation or delay to your flight after you have checked in, you may be entitled to compensation from your airline. If you are unhappy with your airline's response, you may complain to the Civil Aviation Authority (telephone 020 7453 6888 or visit www.caa.co.uk/passengers). Any entitlement to compensation from Saga shall be offset by any payment made to you by your airline or your party.
- You agree to assign to Saga any rights that you may have against a third party or person which have caused or contributed to our legal liability to you or which result in us incurring costs to your behalf. You agree that you will provide us, or our insurers, with all reasonable assistance to pursue a claim against any third party or person.

After departure: If, after the departure date, a significant proportion of the holiday cannot be provided, where possible we will make alternative holiday arrangements for you and, where appropriate, refund any difference in price. If alternative arrangements are not possible, or if you immediately notify us of good reason not to accept them, we will repatriate you to the United Kingdom as soon as reasonably possible and by means of equivalent transport, where available.

Your responsibility: Saga kindly requests your co-operation and consideration for others while on holiday and reserves the right to curtail your holiday if, in our view, your conduct or behaviour is disruptive, antisocial, or otherwise unacceptable. In such an event, no compensation or refund will be payable and you will be liable to pay any additional expenses reasonably incurred in arranging the curtailment. In addition you must comply with the terms and conditions of the third party suppliers of any transport or accommodation element of your holiday. Failure by you to observe such terms and conditions which are incorporated into this contract and available upon request may affect any compensation or liability we may have towards you.

Medical information: You are responsible for ensuring that any existing medical conditions are declared to us before you book your holiday for you and your party or, if newly diagnosed, before your date of departure. If there is any change in your medical conditions or you develop a new medical condition, please call us to see if we can continue to offer the optional insurance. The insurance company will not accept a claim as valid if you do not do this.

In addition, there are other instances where cover is not available under the Medical Expenses or Curtailment sections of our Saga Travel Insurance policy Booklet. These include where the person(s) making the claim:

- does not follow the advice of a medical practitioner
 - is travelling to get medical treatment abroad
 - has been given a terminal prognosis by a medical practitioner
 - is expected to give birth within 12 weeks (16 weeks in the case of a multiple pregnancy) of arrival home.
- The Policy Booklet contains full details of the medical cover provided along with terms and exclusions. We recommend you read it carefully. Please note: Regardless of whether you take out the optional travel insurance for cruises, women who are up to 24 weeks pregnant at the end of the holiday are required to provide a medical certificate of fitness to travel. We cannot carry passengers who will be 24 weeks or more pregnant at the end of the holiday. We reserve the right to request a medical certificate at any stage of pregnancy and to refuse travel if we and/or the Master of the ship are not satisfied that you will be safe during your holiday. The doctors aboard the ships may not be qualified to deliver babies on board, or to offer pre or postnatal treatment, and no responsibility is accepted by Saga in respect of the ability to provide such services or equipment. For air travel, you are subject to the terms and conditions of your airline, who have their own policies. Please let us know if you are pregnant or become pregnant prior to departure. Please also refer to Mobility and Assistance in section 12.

10. If you have a complaint

We aim to provide you with an enjoyable and relaxing holiday. In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangements it is imperative that you report it to our representative or locally appointed agent or hotel director as soon as possible to give them the best opportunity to resolve any issues in resort. If you remain unhappy, please contact us within 28 days of returning home. You should send us a detailed covering letter of your complaint, quoting your holiday reference number. All correspondence should be addressed to: Customer Relations Department, Saga Holidays, Enbrook Park, Folkestone, Kent CT20 3SE. Alternatively, e-mail us at: customer.relations@saga.co.uk or call 01303 774122. If you do not contact Saga within 28 days of your return from holiday, this will affect Saga's ability to investigate your complaint and impact on the way your complaint is dealt with. We would like to be given the opportunity to resolve any complaint you may have. However, if a dispute cannot be settled amicably you may, if you wish, be referred to arbitration under a special scheme arranged by ABTA, which is administered independently by CEDR Solve. The scheme provides for a simple and inexpensive method of arbitration on documents alone, with restricted liability for the customer in respect of costs. The scheme does not apply to claims of more than £5,000 per person or £25,000 in total. Where a claim for personal injury or illness is made, the limit on the amount claimed is £1,500 per person. The scheme also allows for either party to have the Arbitrator's decision reviewed. You should apply for arbitration within 18 months of your return home from holiday.

11. Data protection

Any personal data you provide will be held securely and for the purpose you have provided it, in accordance with the Data Protection Act 1998. We may need to disclose personal data to a third party including countries outside the European Economic Area (EEA) for the purpose of providing your holiday. In addition, your data may be disclosed to regulatory bodies or public authorities, such as customs or immigration, for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes; and it may be used for marketing, offering renewals, research and statistical purposes and crime prevention. By providing us with your personal data and contact details, you consent to the use of that data and to your being contacted by Saga plc group company or any of its subsidiaries by post, telephone, e-mail, SMS or other electronic means, to inform you about any products and services which it considers may be of interest to you. Where you provide information about another person, we accept it on the basis that you have their permission to give us access to their personal data (including any sensitive personal data) and that you have told them who we are and what we will use their data for, as set out above. You can contact the Saga Group Data Protection Officer in writing at any time to suppress contact for some or all Saga products or for the right to access and if necessary rectify information held about you. For a copy of Saga's privacy policy, please refer to saga.co.uk/holidays or write to Saga's Group Data Protection Officer at: Enbrook Park, Folkestone, Kent CT20 3SE.

12. Holiday information

Passports: You will need a valid passport for all overseas holidays featured. As requirements vary and can change without notice, we strongly advise you to ensure that your passport is valid for at least six months after the end of your holiday. We recommend that you have at least three blank pages in your passport to cover potential immigration formalities, which may be required in some countries. We recommend that you also take your passport for identification purposes when taking domestic flights.

Visas: If you are a full British citizen resident in the UK for the majority of destinations, if required, Saga will obtain your visa or tourist card free of charge (postage is not included). We will advise you at the time of booking where you are responsible for obtaining your own visa. For Russian visas, Saga will obtain the paperwork and you will be responsible for purchasing the visa at the Russian visa centre. Should you be unable to obtain a visa for whatever reason and as a result are unable to travel, our usual cancellation fees apply. An application pack will be sent to you approximately 60 days before you travel (90 days for Russia). In order to obtain your visa, it is important that we receive your passport and any applicable documentation in good time before your holiday starts. If you return these documents late, you may incur an additional charge. Please note that you must confirm your nationality or status at the time of booking if you are not a full British citizen resident in the UK so that we can advise you of any applicable passport and visa requirements. For passengers cruising into Libya, a group visa will be issued on arrival in Libya for all holders of UK passports, allowing you to go ashore independently and on an organised shore excursion. Passengers holding a US or Swiss passport will not be able to enter Libya. Passports must be valid for at least six months and must not contain evidence of a visit to Israel. For passengers cruising into Algeria, a group visa will be issued prior to arrival for all holders of UK passports, allowing you to go ashore on an organised excursion only. Because of this, all Algerian excursions must be pre-booked. Passports must be valid for at least six months and must not contain evidence of a visit to Israel. It may be necessary for you to arrange your own individual visas for independent travel in some ports. For further information about passports and Saga's visa service call Saga on 0800 525 290 or email visa@saga.co.uk. If you are telephoning from outside the UK, please call +44 (0)1303 771138 (please note that this is not a freephone number).

Optional excursions, entertainment, activities and amenities: Full details of the optional excursions and Holiday Experience activities will be provided in the passenger itinerary sent to you before you travel. They will also be available to you in resort. We cannot guarantee that they will be available during your holiday and will only operate if sufficient people wish to take part. Optional excursions do not form part of your contract with Saga. Saga acts as a booking agent only for any optional excursion booked overseas through its resort or cruise staff, and your contract is with the supplier of the excursion. Excursions are sold subject to the laws of the country or state where purchased and to the exclusive jurisdiction of the courts of that country or state. We have included them in the brochures to illustrate your choice, not as a recommendation to take part. Saga neither owns nor operates these facilities and they may not be maintained or operated with the comfort and safety of customers in mind. If you intend to take part, please check your insurance policy to ensure that you are covered for anything that may be considered hazardous. If you are in any doubt, you should contact your insurer. Please also note that any medical services on board our cruises are similarly provided by independent contractors, which do not form part of the holiday package and for which we cannot accept any responsibility.

Cabins – inside/outside guarantees: With these special offer fares, you are guaranteed the minimum grade of cabin shown in the brochure, just not the specific cabin. This will be allocated to you later on, sometimes as you embark the ship. If you choose not to accept your allocated cabin, which could be located anywhere on the ship, this is treated as a cancellation (see 'If you cancel your holiday'). There is the chance you may be upgraded, although this is subject to cabin availability and in no way forms part of this offer. Note that twin cabins may have two single beds or a double bed.

Mobility and assistance: Our ships have a limited number of cabins adapted for use by those with restricted mobility and we are limited as to the number of disabled passengers or passengers with reduced mobility that we

can carry. We reserve the right to refuse the carriage of any person if carrying such a passenger would put us in breach of any applicable safety requirement or law. We also reserve the right to refuse carriage if the design of the vessel and/or the port infrastructure and equipment would make carriage unsafe or not operationally feasible. We reserve the right to require that a disabled passenger or a passenger of reduced mobility is accompanied by another fare paying person capable of providing assistance to ensure compliance with any applicable safety requirement or law or if the design of the vessel and/or the port infrastructure and equipment means that a disabled passenger or person of reduced mobility cannot be carried in a safe or operationally feasible manner without the assistance of another person. Please advise us at the time of booking if you or any member of your party has reduced mobility, requires a specially adapted cabin or would require assistance in an emergency, or as soon as possible before departure should there be a change in circumstances. This is essential for travel by sea or inland waterways, as a risk assessment may need to be carried out prior to your departure. If you do not inform us of such a condition we will not be liable if an airline or cruise line refuses to accept you or any member of your party as a passenger. In the same respect, for land based holidays we need to be made aware of any special requirements that may affect your holiday as our representatives will only be able to provide support in an emergency. Under European law if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of your disability, age or a temporary injury. To take full advantage of the service you need to book at least 48 hours in advance of your flight. Please contact us as soon as possible prior to your departure. You can also visit our website at saga.co.uk. Please note that personal daily care cannot be provided by any member of the ship's staff.

Health formalities: We will advise you with your holiday confirmation of any vaccinations that are required as a condition of entry to the country(ies) that you are visiting. We recommend that you consult your doctor at least 12 weeks before departure, and they will advise you about any other vaccinations required. You may wish to refer to government health advice for your destination at fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country or call the 24-hour phone line 0845 850 2829 – calls cost 4p per minute with BT; other network prices may vary. Please note: In the interests of the health and safety of fellow passengers, it is a condition of travel that passengers must use the hand sanitisers provided when embarking and disembarking our ships.

Travel advice and information

- The British Foreign and Commonwealth Office Travel Advice Unit provides up-to-date advice and safety information for British nationals travelling abroad. Please visit fco.gov.uk/travel.
- Some destinations can suffer extreme weather conditions.
- Travel information is provisional and approximate only. The final details are shown in your final travel documents (sent to you approximately 14 days before departure), which you should read carefully.
- Saga can accept no responsibility if you purchase connecting travel independently, and your holiday flight details subsequently change.
- Direct flights are not necessarily non-stop and may have to make an intermediate stop en route.
- Where a meal or snack is included on your flight, this is provided by the airline on a complimentary basis and has no cash value. Should the airline not offer this service for whatever reason, or your flight is amended to an airline which does not give refreshments, no refund shall be made.
- Banned or restricted air carriers: Regulation (EC) No. 2111/2005 came into force in January 2006, establishing a Community list of air carriers subject to an operating ban within the Community. The list is available at www.air-ban.europa.eu
- We want all of our customers to be comfortable and relaxed while travelling by coach. For this reason, we do not allow smoking, pets or personal audio equipment on coach journeys.
- We cannot guarantee the class of your rail travel. We will notify you if your preference is unavailable for all or part of your journey and explain your options.
- Where possible, Saga may facilitate pre-booking of seats and other ancillary items where offered by our transport suppliers. This may be subject to transport supplier charges and Saga administrative charges. Actual seat numbers booked by us cannot be guaranteed as there may be changes for airline operational, safety or security reasons. However, the airline will, where possible, re-accommodate your seats together and match your seating preferences. Where this is not possible then we will refund any applicable seating charges paid to us for the flights affected.
- We cannot accept responsibility for any purchases made on holiday, either individually or when taking part on a tour or excursion. A recommendation to visit a venue is not a recommendation to purchase and the customer does this at their own risk.
- Ships' cabins can vary in size within the same grade. We cannot guarantee the composition of your cabin. It may contain foldaway beds, upper and lower berths, sofa beds or permanent beds. Sea view cabins can be restricted by lifeboats and deadlights, and some inward facing cabins have no porthole. Your cabin may be affected by vibration and mechanical noises.
- In the interests of safety and the well-being of our customers, the Masters (and Saga Cruises Ltd) shall have absolute discretion to alter the routing of the cruises at any time and for any reason. The safe navigation of the ship is paramount and circumstances where the route may be changed include, but are not limited to, those described in the clause headed 'Force Majeure' in your Booking Conditions.
- All ships featured are measured by the gross registered tonnage. This is not the weight of the ship but the total volume of all permanently enclosed spaces
- The currency used on board cruise ships will depend on the ship's nationality. Many ships operate a 'cashless' system whereby you sign for all purchases which are then charged to your cabin. You settle up at the end of your cruise and can pay by credit card, cash or travellers cheque.
- Cruise escorts will only be available if a minimum number of passengers is achieved.
- Unless otherwise stated, there will be an extra charge for optional facilities, such as sports facilities, bars and Internet facilities. We cannot guarantee special requests that may also be subject to an additional charge.
- Don't forget to check that you have all your belongings before returning home. If necessary and if requested, we will do what we can to return any lost items, but please be aware that restrictions apply and there will be a cost for this service. Details can be obtained from our after-sales team.
- Please note, hotels reserve the right to change the delivery of their meal services, without notice. Where we refer in our brochure to buffet meal service or waiter meal service, this was correct at the time of publication.
- Due to local conditions in some ports, we may be unable to use the most accessible gangway. Passengers may be required to negotiate a steep gangway and/or steps. For customers who are unable to walk unaided or require a wheelchair/scooter, it may be necessary to remain on board.
- If you have any special difficulties or needs, such as a particular diet, you must notify Saga on 0800 373 034.

Saga Platinum credit card

The Saga Platinum credit card is available to customers who are aged 50 or over and are permanent residents of the UK, Channel Islands or Isle of Man. For more information please visit saga.co.uk/creditcard or call 0800 015 0567. Please quote reference code 5128C and allow three weeks from making an application to receiving your card.

Terms and conditions apply. Credit facilities are subject to repayment capacity and financial status and are not available to persons under 18 years of age.

The Saga Platinum credit card and Saga Platinum online service are provided by Allied Irish Banks, p.l.c. Registered Office: Bankcentre, Ballsbridge, Dublin 4, Republic of Ireland. Registered in the Republic of Ireland: Registered No. 24173.

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Acromas Financial Services is a credit broker and not a lender.

Please note: The figures quoted in each case are correct at the time of going to print. You must book your holiday through Saga to receive the additional benefits on selected ships and at hotels in this brochure.

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