

# BOOKING CONDITIONS

All holiday bookings are with Saga Travel Group (UK) Limited (trading as Saga Holidays) and are subject to these booking conditions. Where included in our brochure, these booking conditions are correct at the time of going to print, but please see the booking conditions on our website for the latest version. The booking conditions, along with the documents they refer to form our agreement with you. It is important that you read the booking conditions as they not only define our obligations but also impose some important commitments upon you. If any part of the 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 you make 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. A contract will exist as soon as we issue our holiday confirmation. It is your responsibility to provide accurate details at the time of booking, including ensuring passenger details exactly match passport details. It is also your responsibility to check that the information on the holiday confirmation and ATOL Certificate (if relevant) issued to you is correct and includes details of everything you have booked (including flights, hotels and other services). If any of the passenger or holiday details on the holiday confirmation or ATOL Certificate (if relevant) are incorrect or incomplete, you must notify us immediately. We will pass on any additional charges we incur as a result of any 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. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. A complaint may be referred to arbitration - see section 12.

## 2. Your financial protection and peace of mind

We provide full financial protection for our package holidays.

**2.1** -For flight-based holidays this is through our Air Travel Organiser's Licence number 11746 issued by the CAA of Gatwick Airport South, West Sussex, RH6 0YR, www.caa.co.uk, telephone 0333 103 6350, email claims@caa.co.uk. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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 nonprovision 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.

**2.2** - When you buy a package holiday that doesn't include a flight or you receive an ATOL Certificate but all the parts of your trip are not listed on it, financial protection for your package holiday or the parts that are not ATOL protected is provided under the ABTA scheme of financial protection - ABTA, The Travel Association of 30 Park Street, London, SE1 9EQ, www.abta.com.

You agree to accept that in the event of our insolvency, ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

**2.3** - In addition to the above, monies paid to us for flight-based holidays requiring an ATOL are protected through the operation of a CAA approved trust account controlled and administered by an independent trustee, PT Trustees Limited. You agree that all monies you pay to us for the flight-based holiday (excluding any amounts paid to us in respect of travel insurance) will be paid into a separate and designated trust account and will be held there on trust for the trustees of the Air Travel Trust (or in some cases for you) pursuant to a trust deed entered into between us, PT Trustees Limited and the Trustees of the Air Travel Trust. Money paid into that trust account may only be released in accordance with the terms of the trust deed. This means that for all flight-based holidays, in the event of our insolvency, funds will be available to ensure that you are not left stranded abroad or, in the event your holiday is in the future, you will be refunded any money you have paid in advance.

Please note that items not purchased through us will not be protected.

## 3. Your holiday price

**Price** - All holidays advertised on our website and in our brochures are subject to availability and the advertised prices may have changed by the time you book your holiday. We will notify you of the current price prior to any booking. We reserve the right to alter the price of any holiday, introduce supplements or correct pricing errors at any time.

After you've made a booking, we can only change your holiday price in certain circumstances. Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates, mean that the price of your travel arrangements may change after you have booked. In any event, we guarantee that there will be no change to the price within 20 days of your departure (unless you amend your booking). We will also absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes any amendment charges. You may be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value) or cancelling and

receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice.

Should the price of your holiday go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

We reserve 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.

**Local taxes** - Please note that local taxes are not included within the holiday package price 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. If you choose not to proceed this will be treated as a cancellation by you (see section 8).

**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 optional ad hoc services such as extensions, extra accommodation, upgrades 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 non-refundable charges to our standard packages and/or an additional or higher non-refundable deposit being payable. You will be notified of the total price of your holiday prior to booking, along with any additional or higher non-refundable deposit amount payable.

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 (we will refund you the difference if the upgrade with the new airline is of a lower value). 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.

## 4. Seamless travel from door to tour

**VIP door-to-door travel service** - The majority of our VIP door-to-door transfers are not exclusive to one booking. Journeys may be undertaken via additional addresses and may involve a change of vehicle. For journeys of less than 100 miles, we may deviate from your direct route by up to 30 minutes. For journeys over 100 miles, we may deviate from your direct route by up to 60 minutes. VIP door-to-door transfers are available within mainland UK only. In the Scottish Islands and Sark where vehicle access is restricted, we invite guests to nominate a mainland address for their pick-up. At busy times of the year, we supplement this service with carefully selected, private chauffeur driven vehicles which offer the same standard transfers.

## 5. Paying for your holiday

Unless specified otherwise, when you make your booking, you must pay a deposit amount per person of £300.00. Please note some holidays and flights may require prepayment of certain elements and/or an additional or higher non-refundable deposit. You'll be advised of any prepayments and/or additional or higher non-refundable deposits at the time of booking.

The balance of the price of your travel arrangements must be paid at least 60 days before your departure date, or as advised at the time of booking and stated in the holiday confirmation. Unless you're otherwise advised, bookings made after the balance due date

(as set out above) must be paid in full at the time of booking and we cannot confirm your booking until full payment is received. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time, we'll retain your deposit to cover costs incurred.

**Low deposit offers** - Occasionally, we may promote low deposit offers for a specified time period. Please note some holidays may require an additional or higher non-refundable deposit. You'll be advised of these exceptions at the time of the booking.

**Refunds** - If you are entitled to any refund(s) relating to your booking, this will be paid to the lead passenger who made the booking, usually by the same payment method that was used to pay us. In the case of card payment, refund(s) will be made to the appropriate card account(s). Any fees incurred when making a payment will not be refunded unless we cause the cancellation. No refund is available after your departure date if you attend part of the holiday only, or vary or extend the holiday arrangements.

### 6. If you change your booking

If, after our holiday confirmation has been issued, you wish to change your travel arrangements in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be from the **person who made the booking** or, if applicable, your travel agent. You will be asked to pay an administration charge of £25 per person, and any further cost we may incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible. Note: Certain travel arrangements (for example, flights with low-cost airlines) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

### 7. Transferring your booking

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

### 8. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Notification must be from the **person who made the booking** or, if applicable, your travel agent and the cancellation will only be effective from the date it is received by us. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as per the table within these booking conditions, or as advised by your sales consultant (see also the exception below). Please note that any prepayments and/or additional or higher non-refundable deposits paid will be included in the cancellation charges set out in the table within these booking conditions or advised by your sales consultant.

Should cancellation occur before your balance due date, the cancellation charge will, therefore, be loss of deposit plus any prepayment and/or additional and/or higher non-refundable deposit paid. You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by Unavoidable and Extraordinary Circumstances. **Unavoidable and Extraordinary Circumstances** means a situation that is, in our opinion, beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, but are not limited to, war, threat of war, riots, civil strife, terrorist activity, Government action or restraint, industrial disputes, natural or

nuclear disasters, fire, low or high water levels, adverse weather conditions including hurricanes, pandemics, epidemics, health risks, unavoidable technical problems with transport, damage and accidents from machinery or engines and closed or congested airports. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign, Commonwealth & Development Office.

### Please note:

- (a) *If the reason for your cancellation is covered under the terms of your own insurance policy, you may be able to reclaim these charges.*
- (b) *If one person sharing a twin/double or triple room or cabin should cancel, the remaining participants would then be required to pay the relevant single supplement or forfeit the triple reduction.*

### 9. If we change your booking

We plan the holiday arrangements many months in advance and, although unlikely, we may need to make changes. It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it.

Examples of **insignificant changes** include, but are not limited to, changes to airline carriers; changes to aircraft type; alterations of your onward/return flights which do not result in a change to date of departure; change of accommodation to another of the same or higher standard; flights becoming indirect; closure of hotel facilities for improvement; building works; changes to advertised amenities; changes to itineraries; changes to included and optional excursions and entertainment. Please note we will not pay compensation or offer alternative options if we make an insignificant change.

If, before departure, we have to significantly alter any of the main characteristics of the travel services that make up your holiday package, you will have the rights set out below.

**9.1** - We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative holiday of a comparable standard, if available. If the alternative holiday is of a lower value, we will refund any price difference. We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

**9.2** - If you choose to accept a refund we will pay compensation as per the table within these booking conditions except where the significant change is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights;

Examples of **significant changes** include, but are not limited to, a significant change of resort or holiday duration, where your stay is for 3 nights or more; a change of accommodation to that of a lower rating category for 3 nights or more; 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 between airports in Scotland) or your cruise being cancelled by the cruise company or shipping line. Please note that we do not accept any responsibility or liability for any consequential loss or expenses you may incur from arrangements you have made with any other party or parties.

### 10. If we cancel your holiday

We reserve the right to cancel your booking. We will not cancel after the balance due date, except for **Unavoidable and Extraordinary Circumstances** or a failure by you to pay the final balance. If your holiday is cancelled (for reasons other than a failure by you to pay the final balance) you can either have a full refund of all monies paid or, where available, accept an offer of alternative comparable travel arrangements. We will refund any price difference if the alternative is of a lower value. In the event a refund is paid to you, we will pay compensation as per the table within these booking conditions except where the cancellation is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights.

Please note that we do not accept any responsibility or liability for any consequential loss or expenses you may incur from arrangements you have made with any other party or parties.

### 11. Insurance

It is a condition of your booking that you're adequately insured for your trip, and we strongly advise that you arrange adequate insurance cover as soon as possible. You must be adequately insured for all your needs to cover all contingencies such as cancellations, medical expenses, repatriation, and baggage cover. We reserve the right to request a copy of your insurance. While on holiday, should you choose to take part in any activity which can be deemed as being of a hazardous nature (for example, hang gliding, hot air ballooning, white-water rafting, etc.), it is essential to ensure that cover is provided under the terms of your travel insurance. If you are in doubt, you should contact your insurer. The organisers of some adventure activities that you may choose to take part in whilst on holiday may request that you sign a waiver of their liability for risks involved. We must draw your attention to the fact that by signing such a document you may well lose any rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred.

Period before departure within which notice of cancellation or significant change is received by us or notified to you.	Compensation if we make a significant change.	If we cancel your holiday amount you will receive from us.	If you cancel your holiday amount of cancellation charge.
61 days or more	£Nil	Deposit only	Deposit only / any prepayments
60 - 46 days	£15	100% of holiday price + £15	50% of total cost of holiday or loss of deposit/prepayments (whichever is greater)
45 - 31 days	£30	100% of holiday price + £30	60% of total cost of holiday or loss of deposit/prepayments (whichever is greater)
30 - 16 days	£45	100% of holiday price + £45	90% of total cost of holiday or loss of deposit/prepayments (whichever is greater)
15 - day of departure or after	£50	100% of holiday price + £50	100% of total cost of holiday

## 12. ABTA

We are a Member of ABTA, membership number Y174X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

### 13. If you have a complaint

We are proud of our high reputation for customer satisfaction and strive to reach amicable settlement of the small number of complaints we receive. If you have a complaint about any of the services included in your holiday, you must inform our representative or locally appointed agent / hotel director or you can contact us via our duty office at [dutyofficer@sagatravelgroup.com](mailto:dutyofficer@sagatravelgroup.com) or by calling 01293 363214 as soon as possible to give us the best opportunity to put things right in resort. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Saga Travel Group (UK) Ltd, PO Box 249, Seaham DO, SR7 1BG. Alternatively, e-mail us at: [customerservices@sagatravelgroup.com](mailto:customerservices@sagatravelgroup.com) giving your booking reference and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you.

If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see section 12 above on ABTA.

### 14. Additional assistance

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

### 15. Our liability to you

We are responsible for the proper performance of all travel services included in this package. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or any member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or Unavoidable and Extraordinary Circumstances.

Except in cases involving death, injury or illness, our liability and the liability of any company within our group of companies (including our or their employees, agents and subcontractors) shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) the contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- (b) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury,

*delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.*

Copies of the travel service contractual terms or the international conventions shall be provided on request. Under passenger rights law, you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at relevant airports and are available from airlines. 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](http://www.caa.co.uk/passengers)) or the airline's approved Alternative Dispute Resolution body (visit [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers) for details). Please note that reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

You agree to assign to us 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 on your behalf. You agree that you will provide us and/or our insurers, with all reasonable assistance to pursue a claim against any third party or person.

If it is impossible to ensure your return as scheduled due to Unavoidable and Extraordinary Circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday. Note: this entire section 15 does not apply to any separate contracts that you may enter into whilst on holiday (for example, for excursions, entertainment, amenities, activities [including Holiday Experience activities] other tours, meals and other purchases).

### 16. Your responsibilities

**16.1** Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

**16.2** You are responsible for the behaviour of yourself and your party. We reserve the right to refuse or cancel your booking or to remove you or a member of your party from any tour or holiday if, in our view, your demeanour or behaviour, or that of a member of your party, is disruptive, dangerous, antisocial or annoying to other people. 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.

**16.3** You are responsible for the carriage and care of your luggage throughout your holiday except for such times as it may be in the hands of an airline; where in such circumstances the airline's specific terms and conditions relating to the carriage of baggage will apply. Please ensure that your luggage is loaded on to all transport and be careful to take the correct luggage with you when you leave any mode of transport.

**16.4** You must comply with the terms and conditions of the third party suppliers of any travel services that form part of the package. 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.

### 17. Mobility and assistance

Please advise us at the time of booking if you or any member of your party has reduced mobility or would require assistance in an emergency, or as soon as possible before departure should there be a change in circumstances. 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 passenger rights 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](http://saga.co.uk).

### 18. Holiday Information

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

**Optional Activities:** Any optional activities (for example, excursions, entertainment, activities, amenities, other tours,) meals or other purchases ('Optional Extras') that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For all Optional Extras, your contract will be with the operator/supplier of the relevant Optional Extra and not with us. We are not responsible for the provision of the Optional Extras or for anything that happens during the course of their provision by the operator/supplier. We cannot guarantee that the Optional Extras will be available during your holiday and they will only operate if a sufficient number of people wish to take part. Optional Extras are sold subject to the laws and the exclusive jurisdiction of the courts of the country or state where purchased. We have included them in brochures and on the website to illustrate your choice, not as a recommendation to take part. Tour managers and local representatives are instructed not to act as agents in booking any alternative activities other than those approved by us. Any assistance they may offer at your request does not imply that they have acted as an agent or that these activities have been approved and offered for sale by us. If you intend to take part in any Optional Extras, 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

**Flight seats:** Actual seat numbers on flights 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, we will refund any applicable seating charges paid to us for the flights affected.

**Health formalities:** We will advise you with your holiday confirmation or, if later, upon becoming aware 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 vaccination or medical requirements. You may wish to refer to government health advice for your destination at <https://www.gov.uk/foreign-travel-advice>.

**EU Banned Carriers List:** In accordance with Regulation (EC) no. 2111/2005, we are required to bring to your attention the existence of a 'Community List' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at: [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm)



**Travel advice:** The Foreign, Commonwealth & Development Office provides up-to-date advice and safety information for British nationals travelling abroad. We recommend you regularly check this information by visiting <http://www.gov.uk/foreign-travel-advice>.

## 19. Medical Information

You are responsible for ensuring that you declare any existing medical conditions, disabilities or mobility restrictions affecting you or a member of your party which may require assistance before you book your holiday or, if newly diagnosed after booking, immediately after diagnosis and no later than 48 hours before departure. We reserve the right at any time to ask customers to produce medical evidence of their fitness to travel (including submission of a medical certificate certifying suitability of the holiday).

If there is a change in your medical condition (or that of a member of your party) or you (or a member of your party) develop a new medical condition, please call us as soon as possible. This is essential for all bookings to see if the holiday is still suitable for you.

For travel by sea or inland waterways, a risk assessment may need to be carried out to confirm if your carriage is possible prior to your departure. If you do not inform us of such matters as set out above, we will not be liable if a transport provider refuses to accept you or any member of your party as a passenger.

For air travel, you are subject to the terms and conditions of your airline, which will have its own policies. Please let us know if you or any member of your party are pregnant or become pregnant prior to departure.

## 20. Data Protection

Any personal data that you provide will be held securely and for the purpose you have provided it, in accordance with data protection legislation. 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. 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 special category personal data) and that you have told them who we are and what we will use their data for, as set out above.

Where Saga has obtained your permission to do so, they will also contact you by post, telephone, email or other means to tell you about offers, products and services that may be of interest to you. At any time, you can opt out of receiving such information, revise the products you would like to hear about or change the method they use to communicate with you. You can update these preferences by calling 0800 988 5811. For further information about how Saga uses your personal information, please visit [saga.co.uk/privacy-policy](http://saga.co.uk/privacy-policy) or contact the Saga Group Data Protection Officer by email: [data.protection@saga.co.uk](mailto:data.protection@saga.co.uk) or post: Saga Travel Group (UK) Ltd, PO Box 249, Seaham DO, SR7 1BG.

**Please note:** We are committed to the ongoing training of our staff and this may involve the recording of telephone conversations.

## 21. Travel Agents

When you buy a flight-based holiday through a travel agent, all monies you pay to the travel agent are held by them on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by them, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by them on our behalf at all times.

Saga Holidays is a trading name of Saga Travel Group (UK) Limited (registration no. 12102155), which is a subsidiary of Saga Travel Group Limited (registration no. 13564639). Both companies are registered in England and Wales. Registered Office: 3 Pancras Square, London N1C 4AG. With respect to general insurance products sold in the UK, Saga Travel Group (UK) Limited is an appointed representative of Saga Services Limited, registered in England and Wales (company no. 732602), which is authorised and regulated by the Financial Conduct Authority.

