



# 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 14.

## 2. Age qualification

Saga holidays 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) travelling at the same time as you and in the same residence during your holiday, for whose behaviour we cannot accept responsibility.

## 3. Your financial protection and peace of mind

We provide full financial protection for our package holidays.

**3.1** - 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 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.

**3.2** - 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 by way of a bond held by 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.

**3.3** - 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.

## 4. Your holiday price

**Price** - 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, the price of your holiday is secure and will not change. 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. Titan 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.

**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 9).

**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, 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 non-refundable 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. They may also result in 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.

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**Optional Travel Insurance** - Please note that if you choose to take our optional travel insurance, the cost of this will be set out in your holiday confirmation and is separate from the cost of the holiday package. The insurance premium must be paid at the same time as you pay the balance of your holiday package cost.

## 5. Seamless travel from door to tour

**VIP door-to-door travel service** - The majority of Saga's 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. This will either be a road transfer from your home to a London airport, or a road transfer to a regional airport for a connecting flight, as determined by us and to be advised at time of booking. Connecting flights are subject to schedules and availability. 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.

**International flights from regional airports** - If you choose to fly internationally from a regional airport, flights are subject to schedules and availability. Applicable supplements will be quoted once flight schedules become available, which may be after your initial booking date. Additional or higher non-refundable deposits may be payable for flights with low-cost airlines. Due to differing flight schedules, we may arrange a separate or private transfer from the airport to your first hotel (and from your last hotel to the airport).

#### 6. Group sizes

Your holiday will be cancelled if the minimum number of customers is not reached. For Small Group Tours & Ocean Cruises the minimum number of customers is 10 and for Standard Tours and River Cruises the minimum number of customers is 20. If the minimum number is not reached, we will inform you or, if applicable, your travel agent in advance of your balance due date and you will have the option to move to an alternative date or holiday (additional costs may apply) or receive a full refund of all monies paid. See section 13 for information relating to cancellation for any other reason.

#### 7. Paying for your holiday

Unless specified otherwise, when you make your booking, you must pay a deposit amount per person of £250 for short haul holidays and £395 for long haul. Please note some holidays and flights with low-cost airlines may require an additional or higher non-refundable deposit. You'll be advised of any 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 75 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.

#### 8. 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.

**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.

#### 9. 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 at the end of these booking conditions, or as advised by your sales consultant (see also the exception below). Please note that any additional or higher non-refundable deposits paid will be included in the cancellation charges set out in the table at the end of 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 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) Customers who have purchased the optional travel insurance benefit from additional cancellation rights under these booking conditions (see 'Additional cancellation rights' under section 13).*

*(b) For customers who have not purchased the optional travel insurance, if the reason for your cancellation is covered under the terms of your own insurance policy, you may be able to reclaim these charges.*

*(c) 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.*

#### 10. 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.

**Significant changes**, 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.

**10.1** - 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.

**10.2** - If you choose to accept a refund:

(a) we will pay compensation as per the table at the end of 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;

(b) we will provide a full refund of your travel insurance premiums if you paid them to us.

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.

#### 11. 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:

a. - provide a full refund of your travel insurance premiums if you paid them to us; and

b. - pay compensation as per the table at the end of 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.

## 12. Insurance

It is a condition of your booking that you're adequately insured for your trip. If you did not purchase the optional travel insurance and additional cancellation rights, or if we're unable to offer the optional cover, 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.

### Bookings made 18 months or more before departure:

This section only applies to holidays offered with the optional travel insurance and additional cancellation rights. The optional travel insurance and additional cancellation rights in section 13 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 these booking conditions.

The optional travel insurance will only provide cover for any claims caused by or relating to Coronavirus Disease (COVID-19), or any mutation thereof, under the 'Emergency medical associated expenses' section of your policy book. This section provides insurance for emergency medical and associated costs not covered by the National Health Service or any reciprocal health agreement.

### 13. Additional cancellation rights

Where you have chosen to include the optional travel insurance, Saga will provide you with the following rights (subject to the provisions set out in this section 13):

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 your deposit; subject to the provisions set out in section 7, paid for European and Worldwide holidays, river cruises and non-saga ocean cruises if the cancellation is due to:

*(a) unexpected serious illness which prevents you from travelling, or death of you or a member of your party.*

*(b) 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.*

*(c) 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).*

*(d) 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 from any money refunded to you. 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 and you will be subject to any relevant cancellation charges as set out in section 9 and the table at the end of these booking conditions.

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

*(i) 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;*

*(ii) is travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad;*

*(iii) is receiving, on a waiting list for, or has knowledge of the need for in-patient or out-patient treatment for any condition unless the medical condition for which you are on a waiting list for inpatient or out-patient treatment has been disclosed to us and accepted by us. Should you cancel as a direct result of you undergoing the inpatient or out-patient treatment for which you are on a waiting list additional cancellation rights will not be provided;*

*(iv) 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:

*(i) acts of terrorism in countries to which the Foreign, Commonwealth and Development Office has advised against travelling;*

*(ii) an accident or breakdown of the vehicle in which you are travelling for which a professional repairer's report is not provided;*

*(iii) 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;*

*(iv) 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;*

*(v) 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;*

*(vi) 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;*

*(vii) any circumstance arising after the date of booking, but prior to the date of issue of the optional insurance policy purchased by you.*

## 14. 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).

### 15. 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 Customer Service Department at 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 15 above on ABTA.

### 16. 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.

### 17. 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 17 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).

#### **18. Your responsibilities**

**18.1** - 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.

**18.2** - 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.

**18.3** - 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.

**18.4** - 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.

#### **19. Medical information**

Before you book your holiday, you are responsible for ensuring that you declare to us any existing physical or mental health condition, disability or mobility restriction affecting you or a member of your party which may require assistance. If, in our reasonable opinion, your chosen travel arrangements are not suitable for you (or a member of your party), we reserve the right to decline your booking. After booking, you must contact us immediately if there are any changes or if you (or a member of your party) develop a new condition. This is essential for all bookings so that we can determine if your holiday arrangements remain suitable and includes the requirement to inform us if you need to bring any specialist equipment with you such as a wheelchair. If in doubt, you must consult with your doctor about your (or a member of your party's) fitness to travel. We reserve the right at any time to require you to produce medical evidence of your (or the relevant member of your party's) fitness to travel (including submission of a medical certificate certifying this). For many suppliers, a risk assessment may need to be carried prior to your departure to confirm if your carriage is possible. 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. If you do not inform us at the time of booking of any physical or mental health condition, disability or mobility restriction, we reserve the right to cancel your booking when we find out the full details if, in our reasonable opinion, your travel arrangements are no longer suitable, in which case this will be treated as a cancellation by you and cancellation charges will apply as per section 9. If your holiday has already commenced, we will provide you and your party with appropriate assistance in accordance with section 16, but you must pay any costs we incur.

#### **20. Mobility and assistance**

You must tell us about all physical or mental health conditions, disabilities, or mobility restrictions (as detailed in section 19). This will allow us to be able to advise on the suitability of our holidays and, wherever possible, put in place arrangements to accommodate your needs. This could include securing assistance at airports and securing accessible hotel rooms but does NOT include our staff (including Tour Managers), our supplier's staff or other customers providing any kind of personal care (such as dressing, eating or toileting), pushing wheelchairs, assisting with embarking, or disembarking coaches or trains, or porter luggage when this service is not included as part of your travel arrangements. If you require any of these services, you must travel with a fully able-bodied fare paying travelling companion who must take responsibility for any personal assistance required.

Please note that some of our holidays include off-the-beaten track destinations where even the most basic facilities for disabled customers may be lacking. In addition, general standards in these destinations may be very different to those in the UK, and you should take your general comfort into consideration when reviewing the suitability of your travel arrangements.

**Travel by ship:** - The cruise ships we use have a limited number of cabins adapted for use by those with restricted mobility and are limited as to the number of disabled passengers or passengers with reduced mobility that they can carry. We reserve the right to refuse the carriage of any person if carrying such a passenger would breach 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 person 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 note that personal daily care cannot be provided by any member of the ship's staff.

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 (and, in any event, at least 48 hours) 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.

**Travel by air:** - Under the 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.

#### **21. Pregnancy**

For cruises, women who are up to 24 weeks pregnant by 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 (if any) 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 will have its own policies. Please let us know if you are pregnant or become pregnant prior to departure.

#### **22. 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>.

**Food allergies or specific dietary requirements:** - If you've got any food allergies or specific dietary requirements, it is important that you advise us at the time of booking. It is also essential that you make the maître d' aware (where relevant) of your allergies or dietary requirements after arriving and ask for information about ingredients before eating. Guests are also reminded that any required medications should be kept with them at all times.

**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/airban/index\\_en.html](http://ec.europa.eu/transport/modes/air/safety/airban/index_en.html)

**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>.

### 23. 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.

### 24. Advance Registrations

You are able to secure your place on your desired holiday before the general release date with a refundable deposit of £50 per person. As soon as we are able to finalise your holiday plans, we will contact you to provide all the necessary details and collect any additional deposit. A contract will exist as soon as we issue our holiday confirmation. Should you decide against travelling on this holiday prior to receiving our holiday confirmation or if we are unable to confirm your chosen holiday, your deposit is fully refundable.

### 25. 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 4AC. Telephone: 01293 363204. Email: [customerservices@sagatravelgroup.com](mailto:customerservices@sagatravelgroup.com) 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.

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
75 days or more	£Nil	Deposit only	Deposit only
74 - 43 days	£15	100% of holiday price + £15	50% of holiday price
42 - 29 days	£30	100% of holiday price + £30	75% of holiday price
28 - 15 days	£45	100% of holiday price + £45	90% of holiday price
14 - day of departure or after	£50	100% of holiday price + £50	100% of holiday price