

Booking conditions

Holiday and Cruise booking terms and conditions



Your holiday booking is with ST&H Limited trading as Saga Holidays or with Saga Cruises Limited for cruises aboard Saga Pearl II, Saga Sapphire, Spirit of Discovery and Spirit of Adventure ('Saga' or 'we' or 'our' or 'us'). For cruises aboard Saga's vessels Saga Sapphire, Saga Pearl II, Spirit of Discovery and Spirit of Adventure, ST&H Limited acts as agent for Saga Cruises Limited, the ships' operator and your contract is with Saga Cruises Limited 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 booking 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 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. 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 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 confirmation invoice and ATOL Certificate (if relevant) 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 confirmation invoice or ATOL Certificate (if relevant) are incorrect or incomplete, you must notify us immediately. We will pass on any additional charges incurred 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 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

ST&H Limited and Saga Cruises Limited provide full financial protection for their package holidays.

- For flight-based holidays this is through our Air Travel Organiser's Licence number 0308 issued by the CAA of 45-59 Kingsway London WC2B 6TE www.caa.co.uk, telephone 0333 103 6350, email claims@cca.co.uk. When you buy an ATOL protected flight or flight inclusive holiday 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.
- When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA – The Travel Association of 30 Park Street London SE1 9EQ www.abta.com, telephone 0203 758 8779, email customerprotection@abta.co.uk. For further information, please see www.abta.com. Calls from UK landlines cost the standard rate, but may be higher from mobile. Check with your network provider.

Please note that items not purchased through Saga will not be protected. ST&H Limited 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.

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.

After you've made a booking, we can only change your holiday price in very limited circumstances relating to the United Kingdom's decision to leave the European Union. In any event, we guarantee that there will be no change to the price within 20 days before the date of your departure (unless you amend your booking). We can only increase the price of your holiday if there has been a change in the cost 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, each as a result of the United Kingdom's decision to leave the European Union. 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 insurance premiums and 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 and we will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

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.

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 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. Should you choose not to proceed this will be treated as a cancellation (see section 7).

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 and any increase to your deposit prior to booking. 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. If an upgrade with the new airline is available and is of a lower value than the original airline, we will refund you the difference in value. Compensation will not be payable.

Price Promise (Saga Pearl II, Saga Sapphire, Spirit of Discovery and Spirit of Adventure only):

Should we ever reduce our prices or bring in a new special offer after you book (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 exactly the same package offered under exactly 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.

5. Paying for your holiday

Deposits: When you make your booking, you must pay a deposit payment. The following deposits are payable per person when you book your holiday:

- Europe and the Mediterranean holidays and river cruises – £150 or 10% of the holiday cost, whichever is the greater;
 - Long haul holidays – £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 11);
 - Ocean cruises – £200 or 15% of the holiday cost, whichever is the greater, up to a maximum of £1,000;
 - Oberammergau 2020 – An initial deposit of £200, plus a further deposit of £400 is payable 300 days before departure.
- Certain holidays may require an additional or higher non-refundable deposit or full payment. You will be advised if this is the case at the time of booking.

Balance: The balance of the price of your travel arrangements must be paid at least: 90 days before departure for Saga ocean cruises aboard Saga Sapphire, Saga Pearl II, Spirit of Discovery and Spirit of Adventure; 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 on your confirmation invoice. Unless you are 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. Payments can be made by credit card, debit card or by cheque. 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 shall retain your deposit to cover costs incurred.

Card and cheque fees: There is no charge for payments made by debit card, credit card or American Express. Each cheque is subject to a £3 administrative charge and should be made payable to Saga Holidays with your name, address and booking reference written on the back. Please send cheques to Saga Holidays, Enbrook Park, Folkestone, Kent CT20 3SE.

Refunds: If you are entitled to any refund(s) 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 attend part of the holiday only, or vary or extend the holiday arrangements.

6. If you change your holiday

If you wish to change your travel arrangements in any way after your holiday contract is created, for example, your 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 in writing from the person who made the booking or your travel agent. 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, Saga Pearl II, Spirit of Discovery and Spirit of Adventure; and £40 per person for all other holidays, for each amendment, and any further cost we 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 contact us as soon as possible. Please note that certain travel arrangements 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. If you wish to change the departure date of your holiday or cruise, you will need to cancel your existing holiday and book the new one – cancellation charges will apply as per the table in Section 9. 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 in Section 9). For cruises, a single supplement may apply if changing from twin to single occupancy. If you wish to change to a lower cabin grade or amend to a cabin allocated on departure, cancellation charges will apply as per the table in Section 9. 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.

7. If you cancel your holiday

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the person who made the booking or your travel agent, along with any travel tickets received, must be received at: Cancellations, Enbrook Park, Folkestone, Kent, CT20 3SE. If you wish to cancel within 14 days of your departure date, please telephone us on 0800 092 0920 (0800 068 5058 for river cruises). Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as per the table in Section 9 (see also the exception below). Any additional or higher non-refundable deposit paid will be included in the cancellation charges set out in the table in Section 9 or advised by your sales consultant. We will also deduct the cost of any UK connecting or domestic flights. Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Customers who have included the optional travel insurance benefit from additional cancellation rights (see 'Additional cancellation rights' under Section 11). 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. 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, 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, or 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 Office.

8. 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, a change in airline carrier; closure 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. Please note we will not pay compensation or offer alternative options if we make an insignificant change.

If 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.

- 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, where we offer one. If the alternative holiday is of a lower value, we will refund any price difference. If the alternative holiday is of a higher value, you will be required to pay the additional amount. 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.
- We will pay compensation as per the table in Section 9 except where the significant change is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights.
- If you choose to accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

Examples of significant changes 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 Doncaster Sheffield, Manchester and Leeds Bradford airports, between Bristol and Cardiff airports, between Glasgow and Edinburgh airports, or between Liverpool and Manchester); 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.

9. If we cancel your holiday

We reserve the right to cancel your booking. Our 'Guaranteed Departures' will not be cancelled due to insufficient demand. If we need to cancel any other holiday due to insufficient demand, we will do so before the balance due date. The minimum number required will be provided to you with the holiday description. We will not cancel after the balance due date, except for Unavoidable and Extraordinary Circumstances, or 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. If the alternative holiday is of a lower value, we will refund any price difference. If the alternative holiday is of a higher value, you will be required to pay the additional amount. In the event a refund is paid to you, we will:

- provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy; and
- pay compensation as per the table below 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.

Cancellation charges/compensation

| Period before departure within which notice of cancellation or significant change is received by us or notified to you | Cancellation charge if you cancel your holiday | Compensation if we make a significant change |
|--|--|--|
|--|--|--|

For all holidays to Europe and the Mediterranean, Travellers World holidays, river cruises, non Saga ocean cruises and holidays in Ireland, the Channel Islands, Isles of Scilly or Oberammergau 2020#.

| | | |
|-----------------|------------------------|-----|
| 75 days or more | Loss of deposit | Nil |
| 43-74 days | 50% of holiday price* | £20 |
| 29-42 days | 70% of holiday price* | £30 |
| 15-28 days | 90% of holiday price* | £50 |
| 14 days or less | 100% of holiday price* | £50 |

For all holidays of five nights or more in mainland Britain#.

| | | |
|----------------------|------------------------|-----|
| 56 (28) days or more | Loss of deposit | Nil |
| 43-55 days | 50% of holiday price* | £10 |
| 29-42 (22-27) days | 70% of holiday price* | £15 |
| 15-28 (15-21) days | 90% of holiday price* | £20 |
| 14 days or less | 100% of holiday price* | £20 |

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, Saga Sapphire, Spirit of Discovery and Spirit of Adventure#.

| | | |
|-----------------|-----------------------|-----|
| 90 days or more | Loss of deposit | Nil |
| 56-89 days | 60% of holiday price* | £20 |
| 29-55 days | 75% of holiday price* | £20 |
| 15-28 days | 90% of holiday price* | £30 |

For Mystery holidays**

| | | |
|-----------------|-----------------------|-----|
| 75 days or more | loss of deposit | nil |
| 43-74 days | 50% of holiday price | £20 |
| 29-42 days | 70% of holiday price | £30 |
| 28 days or more | 100% of holiday price | £50 |

#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.

10. 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 optional travel insurance and additional cancellation rights 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.

11. 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 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 7 and the table in section 9.

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.

12. 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, the liability of Saga and any company within the Saga group of companies (including its 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:

- the contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- 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 EU law (Regulation 261/2004) 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 EU airports and 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). 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 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 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 clause 12 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) and other tours).

13. 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, or that of a member of your party, is disruptive, dangerous, 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 travel services. 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, disabilities or mobility restrictions affecting you or a member of your party are declared to us before you book your or, if newly diagnosed, as soon as possible and no later than 48 hours before your date of departure.

If there is any change in the above circumstances for you or a member of your party, or you or a member of your party develops a new medical condition, please call us to see if we can continue to offer the optional insurance and if the holiday is still suitable. 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 will have its 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 18.

14. ABTA

ST&H Limited and Saga Cruises Limited are Members of ABTA, with membership numbers W8164 and W8179 respectively. 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 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. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

15. If you have a complaint

We aim to provide you with an enjoyable and relaxing holiday. In the unlikely event that you have a complaint about any of the services included in your holiday, it is imperative that you report it to our representative or locally appointed agent or hotel director or our duty officer by calling 01303 771999 or emailing duty.officer@saga.co.uk as soon as possible to give them the best opportunity to resolve any issues in resort. If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Relations Department at Saga Holidays, Enbrook Park, Folkestone, Kent CT20 3SE. Alternatively, e-mail us at: customer.relations@saga.co.uk or call 01303 774122. Please keep your letter concise and to the point and give your holiday reference number and all other relevant information. 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 clause 14 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. Data protection

Any personal data 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 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. If 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 092 3665. For further information about how the Saga Group uses your personal information, please visit saga.co.uk/privacy-policy or contact the Saga Group Data Protection Officer by email: data.protection@saga.co.uk or post: The Saga Building, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

18. 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 Chinese visas, Saga will send you the paperwork and you will be responsible for purchasing your visa. If you are aged 71 or over at the time of application, you can purchase

your visa online. If you are aged 70 or under, you will need to purchase your visa at a Chinese visa centre. 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. 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). You may wish to refer to government advice at <https://www.gov.uk/browse/abroad>. If you are not a full British citizen resident in the UK, you must confirm your nationality or status at the time of booking. 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.

Optional Activities: Any optional activities including, but not limited to, excursions, entertainment, amenities, activities (including Holiday Experience activities) and other tours ('Optional Activities') 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 Activities, your contract will be with the operator/supplier of the Optional Activity and not with us. We are not responsible for the provision of the Optional Activity or for anything that happens during the course of its provision by the operator/supplier. Full details of the Optional Activities available will be provided in the itinerary sent to you before you travel. Details will also be available to you in resort. We cannot guarantee that the Optional Activities will be available during your holiday and they will only operate if a sufficient number of people wish to take part. Optional Activities are sold subject to the laws and 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. If you intend to take part in any Optional Activities, 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 section 7). 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.

Food allergies or specific dietary requirements on cruises: 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 of your allergies or dietary requirements after arriving on board and ask for information about ingredients before eating. Cruise guests are also reminded that any required medications should be kept with them at all times.

19. 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.
- Saga cannot accept responsibility for any connecting travel you purchase independently.
- 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 <https://ec.europa.eu/transport/modes/air/safety/air-ban>.
- 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.
- In respect of VIP door-to-door service transfers, customers may have to share use of the vehicle with customers on different bookings save where the booked service is private.
- 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 Limited) 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, Unavoidable and Extraordinary Circumstances.
- 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.

20. Travel Agents

When you buy a flight-based holiday, all monies you pay to the travel agent are held by him on behalf of 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 him, 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 him on our behalf at all times. Saga Holidays is a trading name of ST&H Limited (registration no. 2174052). ST&H Limited and Saga Cruises Limited (registration no. 3267858) are subsidiaries of ST&H Group Limited (registration no. 0720588). All three companies are registered in England and Wales. Registered Office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. E-mail: customer.relations@saga.co.uk. Telephone: 01303 774122. With respect to general insurance products sold in the UK, ST&H 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.

21. Brexit

Please be aware that some travel services could be affected as a result of the United Kingdom's decision to leave the European Union. Examples of this could include the inability of airlines to operate flights (including the loss or restriction of rights in respect of transit, air traffic or entry into an airspace), an unavailability of some flight routes, changes to the visa requirements of British citizens and limited or no access to certain airports and ports. If we become aware of any confirmed bookings that will be affected, we will let customers know as soon as possible. However, as this situation is extraordinary and outside of our control, we would treat any such changes or cancellations as being due to Unavoidable and Extraordinary Circumstances. Please note that we do not accept any responsibility or liability for any consequential loss or expenses customers may incur in these circumstances. We strongly encourage customers to take out travel insurance to cover consequential losses and expenses.

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