

BOOKING CONDITIONS

SAGA HOLIDAYS BOOKING TERMS AND CONDITIONS



Your holiday booking is with ST&H Limited (trading as Saga Holidays) and subject to these booking conditions. These terms and conditions, along with the documents referred to herein, apply to your booking 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 the issue of the confirmation invoice to you. You must ensure all information you give to us is correct, including ensuring all passenger details exactly match passport details. You should check that the information on the confirmation invoice and ATOL Certificate (if relevant) is correct and includes details of everything that you have booked. If any details are incorrect or incomplete, you must notify us immediately. We will pass on any additional charges incurred as a result of any details you have provided being incorrect. We reserve the right to refuse to accept and/or not proceed with any booking at any time. 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) in residence during your holiday, for whose behaviour we cannot accept responsibility.

3. YOUR FINANCIAL PROTECTION

ST&H Limited provides full financial protection for its package holidays.

1. For flight-based holidays this is through our Air Travel Organiser's Licence number 0308 issued by the Civil Aviation Authority of Gatwick Airport South, West Sussex, RH6 OYR, UK www.caa.co.uk, telephone 0333 103 6350, email claims@cca.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.

2. 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. 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.

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 Saga will not be protected.

4. YOUR HOLIDAY PRICE

Price: Once booked, the cost of your holiday cannot be increased unless you amend your booking. However, Saga reserves the right not to be legally bound in the case of incorrect pricing and acknowledgement of such an error does not mean acceptance of it.

Please note that local taxes are not included within the holiday package 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: Should we ever reduce our prices or bring in a new special offer after you book (optional ad-hoc services are excluded), we will 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). In calculating any possible saving due, we will 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.

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 confirmation invoice 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. 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 £20 in respect of the additional cancellation rights if you choose to take our optional travel insurance - 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 – 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 75 days before departure for all 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 cheque. Cheques 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 be paid to the lead passenger who made the booking 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. Please telephone us on 0800 092 0920 or contact your travel agent. If you make changes before the balance due date (or after the balance due date in respect of any changes permitted under section 13), you will be asked to pay an administrative fee of £20 per person for all UK holidays 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, except where such change is permitted under section 13, 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 (other than in respect of any changes permitted under section 13) 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 as soon as possible and no later than 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. Please telephone us on 0800 092 0920 or contact your travel agent. 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 an administration 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, pandemics, 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 and Development 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 before or after departure. 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.

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, 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.
2. 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.
3. 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. If we need to cancel any 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. 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:

1. 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
2. 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 or cancel your holiday
For all 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
15-28 days	90% of holiday price*	£50
14 days or less	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.

*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 in section 11 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.

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 £100 for European and Worldwide holidays, river cruises and non-Saga ocean cruises;

or £60 for UK holidays per person if the cancellation is due to:

- (a) unexpected illness 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 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:

- (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 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;
- (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 and Commonwealth 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.

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:

- (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 or the airline's approved Alternative Dispute Resolution body (visit 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 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 section 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

Guest behaviour: Saga 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 holiday or, if newly diagnosed, as soon as possible and no later than 48 hours before your date of departure. We reserve the right to require any guest to produce medical evidence of fitness to travel on the holiday.

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

The Policy Booklet contains full details of the medical cover provided along with terms and exclusions. We recommend you read it carefully. Please note: Please also refer to Mobility and Assistance and Health formalities in section 18.

COVID-19 VACCINATIONS: It is a mandatory requirement for travel on our holidays with departures in 2021 and 2022 that all guests must have been vaccinated against COVID-19 using a COVID-19 vaccine approved by the UK's Medical and Healthcare Regulatory Authority unless they are exempt from receiving the vaccine. We reserve the right to request that you provide evidence to our reasonable satisfaction that you and each member of your party has or will have received the full course of such vaccination not less than 14 days prior to departure or provide confirmation that you and/or your party are exempt from receiving the vaccine. If you refuse to provide such evidence or confirmation upon our request, you and each member of your party will be denied travel and your holiday package will be treated as having been cancelled by you in accordance with section 7 and cancellation charges will apply as per the table in Section 9. If you or any members of your party are unable to travel because you or they will not have received the full course of the vaccine at least 14 days prior to departure, you are not entitled to a refund but you may amend your holiday to a different date in accordance with section 6.

Please note that some countries may refuse entry to anyone who has not been vaccinated against COVID-19 even if you are exempt from receiving the vaccine in the UK. This is outside of our control but we will inform you, if known, at the time of booking or, if later, prior to departure if your holiday is likely to be affected by such a restriction. If you or any members of your party are unable to travel as a result, you will be entitled to a full refund (but not compensation) or to amend your holiday in accordance with section 6. Please also note that some countries may require visitors to have tested negative for COVID-19 within 72 hours prior to their arrival and to provide evidence of such negative test. This is outside of our control but we will inform you, if known, at the time of booking or, if later, prior to departure if such a restriction applies so that you can arrange a test.

HEALTH & SAFETY PROCEDURES: Procedures for dealing with COVID-19 may mean that some facilities and services may not be available during the holiday. The procedures may also change at short notice depending on the circumstances and latest advice and guidance available in respect of COVID-19. Any procedures introduced to prevent or limit the spread of COVID-19 will not be a significant change to your

holiday package. You and each member of your party are required to follow our instructions or those of the travel service provider or of any governmental authority in respect of any procedures designed to prevent or limit the spread of COVID-19. If you or a member of your party fail to comply with our procedures or instructions or the procedures or instructions of the travel service provider or of any governmental authority or your health or conduct or the health or conduct of a member of your party is likely to endanger the health and safety of other guests or Saga personnel, Saga reserves the right to take reasonable and appropriate action which could include the curtailment of your holiday package. In such circumstances, no compensation or refund will be payable and, in the event of curtailment, you will be liable to pay any additional expenses reasonably incurred in arranging the curtailment.

14. ABTA

ST&H Limited is a member of ABTA, with membership number W8164. 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 at www.abta.com.

15. IF YOU HAVE A COMPLAINT

If 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 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 as soon as possible after you return home, ideally within 28 days 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 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 section 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. We may charge you our reasonable costs incurred in providing such assistance, if the difficulty is attributable to you.

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 (excluding Schengen visas) 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 further information about passports and Saga's visa service, call Saga on 0800 525 290 or email visa.team@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.

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: Ships included in our package holidays may have a limited number of cabins adapted for use by those with restricted mobility and there is therefore a limit as to the number of disabled passengers or passengers with reduced mobility that can be carried. You or a member of your party may be denied boarding if carrying such a passenger would put us or the ship operator in breach of any applicable safety requirement or law. You or a member of your party may be refused carriage if the design of the vessel and/or the port infrastructure and equipment would make carriage unsafe or not operationally feasible. We and the ship operator 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 we or the vessel operator are unable to accept you or any member of your party as a passenger. In the same respect, for land based holidays we need to be made aware of any special requirements that may affect your holiday as our representatives will only be able to provide support in an emergency. Under passenger rights law if you are disabled or have difficulty moving around, you can receive assistance when you fly. This free service is available to anyone with mobility problems, for example, because of your disability, age or a temporary injury. To take full advantage of the service you need to book at least 48 hours in advance of your flight. Please contact us as soon as possible prior to your departure. You can also visit our website at saga.co.uk. Please note that personal daily care cannot be provided by any member of a ship's staff.

Health formalities: We will advise you with your booking 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 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/.

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.

19. TRAVEL ADVICE AND INFORMATION

- The British Foreign, Commonwealth and Development Office Travel Advice Unit provides up-to-date advice and safety information for British nationals travelling abroad. We recommend you regularly check this information by visiting fco.gov.uk/travel.
- 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 (if relevant). 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 (if relevant). 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 fees. 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.

- In the interests of safety and the well-being of our customers, ship operators shall have absolute discretion to alter the routing of the cruises at any time and for any reason. 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 and they may also be subject to an additional charge.
- 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, it may not be possible 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 through a travel agent, all monies you pay to the travel agent are held by them 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 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.

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