

BOOKING CONDITIONS

These booking conditions were published in March 2010 and apply to all bookings made thereafter. They form the basis of your contract and you should therefore read them carefully. For bookings of packages (please see below) your contract will be with Acromas Holidays Limited, registered address, Enbrook Park, Sandgate, Folkestone, Kent, CT20 3SE. Saga Tailor Made is a trading name of Acromas Holidays Limited. For all other bookings your contract will be with the supplier of the service concerned (e.g. the airline) for whom we act as an agent only. Where your contract is with the supplier of the service(s) concerned, we cannot accept any liability in relation to those services, which rest solely with the supplier concerned. The booking conditions of the supplier(s) concerned will apply to your booking and these will be provided to you. Where we refer to packages we mean a combination of at least two of the following types of services when booked at the same time:

(a) Transport (b) Accommodation (c) other tourist services not ancillary to any transport or accommodation and forming a significant part of the arrangements where sold or offered for sale by us at an inclusive price and where the service lasts at least 24 hours or includes overnight accommodation.

1. Making your booking.

Bookings can be made in person, by phone, letter, fax or email. 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. Once your deposit payment has been received by Saga Tailor Made you are deemed to have entered into a booking contract.

This contract is made on the terms of these booking conditions, which are governed by English Law, and any dispute will be dealt with by the English Courts. If however you have booked your holiday in Scotland or Northern Ireland any disputes may be dealt with by the local courts in Scotland or Northern Ireland and will be subject to the law of those countries. Once you have received your confirmation invoice, it is your responsibility to check that the information and booking details, including the spelling of all passenger names, as stated on your invoice are correct. Should there be any corrections, please notify us within 7 days of receipt of your invoice when no charge will be made for these changes. However, if we are advised of any changes after 7 days, an administration fee of £25 per change will apply. Sometimes we are unable to confirm certain arrangements straight away (e.g. when a hotel is only available on request). In this case, a contract for the services concerned will only come into existence once we have specifically confirmed those services have been booked even if we have issued a receipt in the meantime.

2. Your Financial Protection.

Acromas is a member of ABTA with membership numbers L5950 and Y1684. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. Acromas is obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA the Code of Conduct and the arbitration available to you if you have a complaint, contact ABTA, 30 Park Street, London, SE1 9EQ. Tel: 020 3117 0500 or visit ABTA.com. Acromas also holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 0308). Where Saga Tailor Made acts as the holiday organiser for holidays including air travel ATOL provides protection through the CAA. Holidays not including air travel are protected by ABTA. In the unlikely event of Acromas becoming insolvent you would be refunded any money that you have already paid to us. Items not purchased directly through Saga Tailor Made, such as flights, will not be protected under the Acromas ABTA or ATOL licenses. Acromas Holidays 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.

3. Payment.

The lead passenger will be responsible for all payments in respect of the booking. When booking, a deposit of 10% or £100 per person whichever is the greater is payable or full payment if within 10 weeks of departure or as advised at the time of booking and stated on your confirmation invoice. If we are in a position to do so we will confirm arrangements immediately upon receipt of the appropriate deposit/payment so that your holiday is secured. The balance of your holiday must be paid at least 10 weeks prior to departure, if the balance is not paid in time we reserve the right to cancel your holiday and retain your deposit. If you use your Saga Platinum credit card to pay for the balance of your Saga Tailor Made holiday you will only be charged a credit card fee of 1%. All other credit cards, with the exception of Diners Card, are accepted but please be advised that we will make a minimum surcharge of 2.0% on balance payments settled this way as this reflects the charges levied on us by card companies. Our sales consultants will confirm the rate and amount when taking payment.

4. The cost of your holiday.

We and the service providers have the right to increase or decrease the prices of unsold holiday and travel arrangements at any time. The current price will be confirmed at the time of booking, although we reserve the right to correct errors thereafter. After confirmation, the following provisions apply.

a) Packages: Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure.

We will 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 will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% 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 (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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.

(b) All other arrangements: Prices can be increased by the service provider. We will notify you of any increases as soon as we become aware of them. You may then have the option to pay in full immediately to secure the rate applicable at the time of booking or pay the increased fare by making payments on the original balance due date. Where any surcharge has to be paid it will be payable with the balance of the cost of the arrangements in question or specified on the surcharge invoice, whichever is the later. Please note, if your holiday is paid in full at time of

booking we will not pass on any increase in cost to you due to currency surcharges.

(c) Airline Ticket Deadlines: Many airlines now enforce ticket payment deadlines immediately after booking. Check with your consultant for relevant ticketing and payment deadlines.

5. Amendments by you

If after booking you wish to make changes to your travel arrangements we will do our best to meet your new requirements. You will need to confirm your request in writing from the lead passenger who is responsible in respect of the booking. There will be a £25 per person administration fee and you will also be asked to pay any costs we incur in making the changes. Please note that no credit or refund will be due for any unused services provided in the cost of your holiday. Whilst abroad if you make any alterations to, or cancel your confirmed holiday arrangements for example due to weather changes, illness or disinclination to travel, we regret that no credit or refund is possible. If you decide to alter your travel arrangements whilst abroad this is your own responsibility and Saga Tailor Made or the Company's Agents are not responsible for any extras or difficulties that may arise with onward travel as result of such alterations.

6. Cancellation by you.

You, or a member of your party, may cancel your travel arrangements at any time. Changing your travel dates to a date outside of your original dates of travel is classed as a cancellation.

Written notification from the lead passenger who is responsible in respect of the booking must be received at our offices. Since we incur administrative costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. If you cancel/amend your arrangements whilst abroad you are bound by the booking conditions of Saga Tailor Made and not those of our suppliers. If your amendments affect Saga's chauffeur car service for your return journey, it is your responsibility to contact Saga Tailor Made on their 24 hour emergency duty control on +44 1386 712251 to advise the new details. The new transfer arrangements cannot be guaranteed.

For certain hotels, flights, cruises and tours etc., the cancellation may be higher, please contact us for details. Depending on the reason for cancellation, you may be able to reclaim these cancellation fees less any excesses under the terms of your insurance policy. Cancellation charges must however be paid before they can be claimed from insurers. Please note that some airline tickets have a 100% cancellation charge.

Notes:

(i) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

(ii) If one person sharing a twin/double or triple room or cabin should cancel, the remaining participants would then be required to pay the relevant single supplement or forfeit the triple reduction.

| Period before departure within which written cancellation is received | Amount of cancellation charge shown as a percentage of holiday price |
|---|--|
| More than 56 days | Deposit Only |
| Between 56-31 days | 50% |
| Between 30-15 days | 90% |
| Within 14 days | 100% |

7. Changes by us / service providers.

(a) Packages and other bookings where Saga Tailor Made is the principal to the contract.

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally changes may be made and we reserve the right to do so at any time. Most of these changes are minor and we will advise you at the earliest possible date. Flight timings and carriers in the brochure are subject to change due to airline procedures. These details are given as guidance only, final details will be shown on your tickets. If a major change becomes necessary, we will inform you as soon as reasonably possible if there is time before your departure. Changes to aircraft type or airline are deemed to be minor changes.

When a major change occurs such as the alteration on your outward/return flights by more than 12 hours, or your departure airport (except between Gatwick and Heathrow) to one which is more inconvenient to you, a change of accommodation area or reduction in the standard of accommodation, in case of tours a significant change of itinerary, you will have the choice of either

- (1) Accepting the change of arrangements as notified to you or
- (2) Accepting alternative arrangements of a comparable standard if available and receiving a price refund if the alternative is of a lower value.
- (3) Cancelling your travel arrangements and receiving a full and prompt refund of all monies paid to us.

In all cases, except where the changes arise due to reasons of force majeure (see clause 8 below), we will pay compensation as detailed below. Also in the case of all other arrangements where Saga Tailor Made acts as an agent, service providers generally reserve the right to change arrangements both before and after a booking has been confirmed. We will notify you of any changes as soon as we are notified of them but we cannot accept any liability in relation to any change.

| Period before departure within which a significant change or cancellation is notified to you | Compensation per person |
|--|-------------------------|
| More than 10 weeks | Nil |
| 70-14 days | £25 |
| Less than 13 days | £25 |

8. Cancellation by us / Service Provider.

(a) Packages and other bookings where Saga Tailor Made acts as a principal to the contract.

Occasionally it may be necessary to cancel confirmed arrangements. We must reserve the right to do so. However, we will not cancel less than ten weeks before departure unless you have failed to make payment in full or we are forced to as a result of circumstances beyond our control. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. If it is necessary to cancel your travel arrangements compensation will be payable in accordance with clause 7. Force Majeure: This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way due to unusual and unforeseeable circumstances beyond our control the consequences of which could not have been avoided even if all due care had been exercised which includes: war, threat of war, riots, civil strife, terrorist activity, industrial disputes,

natural or nuclear disasters, fire, adverse weather conditions, epidemics, health risks, technical problems with transport, closed or congested airports.

(b) All other arrangements including where Saga Tailor Made act as an agent, service providers generally reserve the right to cancel arrangements at any time. We will notify you of any cancellation as soon as we are notified of it but we cannot accept any liability in relation to any cancellation. We will not be held responsible if the rare occasion should arise, where a service provider goes into liquidation/receivership.

9. Complaints.

If you have a problem during your holiday it is a condition of the contract that you inform the relevant supplier (e.g. your hotelier) or our agent (where there is one) within 24 hours to put things right. If your complaint cannot be completely resolved locally, you must contact Saga Tailor Made 24 hour emergency duty control on 01386 712251 within 24 hours for us to be able to assist in rectifying the matter. It is only if our suppliers and Saga Tailor Made are aware of a problem at the time it occurs that we will have the opportunity to put things right. Failure by you to notify us and our suppliers of any difficulties may seriously affect your legal rights. It may even result in any refunds or compensation to which you may be entitled, being reduced or extinguished. If the problem cannot be resolved in the above manner, please contact us in writing at the registered address within 28 days of your return, quoting your booking reference and all other relevant information and documentation, keeping your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Please bear in mind our need to investigate matters raised with suppliers or agents involved. It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes to do with this contract that cannot be settled amicably may, if you wish, be referred to arbitration under a special scheme arranged by ABTA but administered quite independently by the Chartered Institute of Arbitrators. The scheme, details of which are available upon request or obtained from the ABTA website (www.abta.com) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Customers resident in the Republic of Ireland may, as an alternative, opt for Arbitration available from the Chartered Institute of Arbitrators – Irish Branch, which offers a similar dispute resolution scheme. Please contact Saga Tailor Made for further details. Where Saga Tailor Made acts as holiday organiser, for customers resident in the Republic of Ireland, HMP Secretarial Limited at: Riverside One, Sir John Rogerson's Quay, Dublin 2, is authorised to accept service of proceedings.

10. Our liability to you.

Please note sub clauses (a) and (b) below only apply to packages

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to you; a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice 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 transportation for your travel arrangements. These terms are incorporated into this contract; 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 compensation that you can claim 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 compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices: Saga Tailor Made, 20 Port Street, Evesham, Worcestershire, WR11 1AL. Telephone 01386 712229

Under EU 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 of these rights will be publicised at EU airports and will also be available from airlines. However 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 clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk

In all cases, except where the changes arise due to reasons of force majeure (see clause 8 below), we will pay compensation as detailed below.

(A) All other arrangements including where Saga Tailor Made acts as an agent, service providers generally reserve the right to change arrangements both before and after a booking has been confirmed. We will notify you of any changes as soon as we are notified of them but we cannot accept any liability in relation to any change.

11. Personal Injury Unconnected with your booked travel arrangements.

Unless you suffer personal injury or death caused by our negligence we do not accept any liability for any personal injury, death, loss or damage you may suffer from any excursion booked through a third party, or any other arrangements unconnected to your pre booked travel arrangements. We shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and benefits received under any relevant insurance policy to us. We limit the cost of our assistance to you or to any one booking form to £5,000.

12. Flights and other transport services.

Please note the timing of air, sea and rail departures given on booking are estimates only and are subject to change. Latest timings will be shown on your most recent confirmation/invoice. Operational difficulties, weather conditions, passengers failing to check in on time and other factors outside of our control may affect timings. The actual transportation times will be shown on your final itinerary. You must check your tickets carefully to ensure you have the latest timings. You must in addition ensure you read and observe the instructions sent with your tickets for reconfirming your return flight at least 3 days before departure where possible. We are not always in the position to confirm the airline, aircraft type or airport destination, that will be used in connection with a flight at the time of booking. Where this information is provided at the time of

booking it, is subject to change. Such changes will not constitute a major change to travel/holiday arrangements and you will therefore not be entitled to cancel or change to other arrangements without paying our normal charges.

Conditions of Service Providers - when you travel with a carrier, the conditions of carriage of that carrier will apply, some of which may limit liability. The conditions of carriage of that carrier are incorporated in this contract. You may ask for copies of the relevant conditions of carriage from our offices. Please note that in accordance with air navigation orders in order to qualify for infant status, an infant must be less than 2 years on the date of its RETURN Flight.

13. Insurance.

(a) We strongly recommend that you take out full, comprehensive travel insurance both for protection against misfortune that can occasionally occur and for your own peace of mind. Should you while on holiday choose to take part in any activity (e.g. hang gliding, hot air ballooning, white-water rafting, etc.) which can be deemed as being of a hazardous nature, it is essential to ensure that cover is provided under the terms of your travel insurance. The organisers of some adventure activities that you may choose to take part in whilst on holiday may request you to sign a waiver of their liability for risks involved. We must draw your attention to the fact that by signing such a document you may well lose any rights to claim for damages in respect of death, injury, or loss of or damage to property even if negligence on the part of the activity organiser is proven to have occurred.

(b) Failure of scheduled airlines insurance (excluding pre-booked tours):

Where Scheduled Airline Failure insurance is shown on your itinerary Saga Tailor Made has put into operation a scheme to cover you for an airline failure, which is operated by IPP – International Passenger Protection. Full details of this are available on request.

14. Tickets and Travel Documents.

Tickets and Travel documents unless collected from us are normally dispatched by normal Royal Mail services within 7-10 days prior to departure. If you require the added speed and security of data post or courier service, this can be arranged and the net cost of this will be added to your invoice. We cannot accept any liability for late or lost tickets if normal post is used.

15. Passports, visas, immigration and health requirements.

Details of the passport, visa and health requirements as applicable to British Citizens are shown on the confirmation/invoice. Non-British citizens and British citizens not holding a full passport must consult their Embassy, Consulate or the British Foreign office to check the applicable requirements. Clients with any existing medical problems should consult their doctor.

Requirements may change and you should check the up to date position in good time before departure. It is your responsibility to obtain proper and detailed medical advice and to ensure you have the correct visa, passport and immigration requirements to gain access or pass through any country or region included in the travel arrangements, which you have purchased. If you fail to do either we have no liability to you, for any cost, loss or damage which you suffer as a result and nor we will refund the cost of any unused portion of your travel arrangements.

16. Refunds.

If you return any unused flight ticket(s) to us for refund, we will submit them to the relevant airline for refund. If we receive the refund from the airline we will forward it to you less any applicable cancellation or administration charges in accordance with our cancellation booking conditions. Refunds usually take between 8 and 12 weeks but in some cases may take longer.

17. Brochure Accuracy.

Every care has been taken to ensure that the details in our brochures are correct at the time of printing. However it is possible that hoteliers, excursion operators etc. may suddenly withdraw a facility temporarily or otherwise. This is regrettably beyond our control and we are unable to accept liability. Some facilities may carry a charge, payable directly to the hotel.

18. Special Requests and Medical Conditions.

(a) Special requests - If you have any special requests, please inform us as soon as possible in writing, and preferably at the time of booking. Although we will endeavour to meet any such request, we regret we cannot guarantee to do so. Please note that the pre-bookable seats cannot be guaranteed. Failure to meet such special requests will not be a breach of contract on our part.
(b) Medical Conditions - If you have any medical condition or disability which may affect your chosen travel arrangements you must advise us in writing at the time of booking giving full details. We will pass those details on to the relevant suppliers/service providers. However, if we, or the service provider, feel unable to properly accommodate your particular needs, we/the relevant supplier reserves the right to decline/cancel the booking.

19. Hotels prices and ratings.

All prices are shown in pounds sterling and are per person per night unless otherwise stated based on 2 people sharing a room.

20. Accommodation.

(a) Accommodation in warmer climates. In many hotels, especially beach resorts, 'insects' in the rooms (i.e. cockroaches etc.) are almost inevitable. It should by no means be taken as a sign of dirtiness, simply as a fact of life at this destination.

(b) Triple/Quad Rooms. A third or fourth person in the room either shares existing beds or has extra beds (which may be of a camp bed style) placed in a double/twin room, and conditions may be cramped.

21. Data Protection Act.

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. However, we must pass the information on to the relevant suppliers of your arrangements such as airlines, hotels, transport companies, etc. The information may also be provided to public authorities such as cruise lines for customs/immigration purposes if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person who is not responsible for part of your travel arrangements. This applies to any sensitive information that you give us such as details of disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot process your booking. In making your booking, you consent to this information being passed on to the relevant persons. Note: We are committed to the on-going training of our staff and, on occasions, this may involve the recording of telephone conversations.