

Booking conditions

Your contract is with Saga Travel Group (UK) Limited trading as Titan Travel ('Titan' or 'we' or 'our' or 'us'). We set out below an explanation of the conditions that apply when you book a holiday with us. It is important that you read these conditions together with the holiday and cruise information in our brochure, 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. A contract will exist as soon as we issue our Holiday confirmation. It is your responsibility to provide accurate details at the time of booking, including ensuring passenger details exactly match passport details. It is also your responsibility to check that the information on the Holiday confirmation is correct and includes details of everything you have booked (including flights, hotels and other services). If any of the passenger or holiday details on the Holiday confirmation 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 (and you) reserve the right to refuse to accept or not proceed with any booking at any time, whether before or after we issue a Holiday confirmation, at our (or your) sole discretion, in which case cancellation fees and/or compensation will be payable in accordance with these booking conditions. This contract is governed by the laws, courts and jurisdiction of Victoria, Australia. A complaint or dispute must first be referred to us to resolve - see section 10.

2. Your holiday price

Price - Advertised prices may have changed by the time you book your holiday. We will notify you of the current price prior to any booking. We reserve the right to alter the price of any holiday, introduce supplements or correct pricing errors at any time. After you've made a booking, the price of your holiday is secure and will not change. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. Titan reserves the right not to be legally bound in the case of incorrect pricing and acknowledgement of such an error does not mean acceptance of it.

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 and upgrades ('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 to our standard allocated accommodation periods and additional costs passed to us from third party suppliers. You will be notified of the total price of your holiday prior to booking, along with any additional or higher non-refundable deposit amount payable.

Please note that where any intra-trip flight upgrade has been booked and there is a change of airline or flight date prior to your departure date it may not be possible to offer an equivalent upgrade or there may be an additional cost payable (we will refund you the difference if the upgrade with the new airline is of a lower value). In this situation, we will offer you the opportunity to revert to economy class and refund you the cost of the upgrade, pay any additional costs for the equivalent upgrade or cancel with a full refund of all monies paid for the flight. Further compensation will not be payable.

3. Group sizes

Your holiday will be cancelled if the minimum number of customers is not reached. For Small Group Tours & Ocean Cruises the minimum number of customers is 10 and for Standard Tours and River Cruises the minimum number of customers is 20. If the minimum number is not reached, we will inform you or your travel agent in advance of your balance due date and you will have the option to move to an alternative date or holiday (additional costs may apply) or receive a full refund of all monies paid. See section 9 for information relating to cancellation for any other reason.

4. Paying for your holiday

Unless specified otherwise, when you make your booking, you must pay a deposit amount per person of \$450.00. Please note some holidays and intra-trip flights may require an additional or higher non-refundable deposit. You'll be advised any additional or higher non-refundable deposits at the time of booking.

The balance of the price of your travel arrangements must be paid at least 75 days before your departure date, or as advised at the time of booking and stated on our Holiday confirmation. Unless you're otherwise advised, bookings made after the balance due date (as set out above) must be paid in full at the time of booking and we cannot confirm your booking until full payment is received. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time, we'll retain your deposit.

Low deposit offers - Occasionally, we may promote low deposit offers for a specified time period. Please note some holidays and intra-trip flights may require an additional or

higher non-refundable deposit. These exceptions will be advised at the time of the booking.

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 us. In the case of card payment, refund(s) will be made to the appropriate card account(s). Any fees incurred when making a payment will not be refunded unless we cause the cancellation. No refund is available after your departure date if you attend part of the holiday only, or vary or extend the holiday arrangements.

5. If you change your booking

If, after our Holiday confirmation has been issued, you wish to change your travel arrangements in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible. Any request for changes to be made must be from the **person who made the booking** or your travel agent. You will be asked to pay an administration charge of \$50 per person, and any further cost we may incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible. Note: Certain travel arrangements (for example, intra-trip flights) 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.

6. 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. Notification from the **person who made the booking** or your travel agent must be received at our offices and the cancellation will be **effective from the date it is received at our offices**. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as per the table at the end of these booking conditions, or as advised by your sales consultant (see also the exception below). Please note that any additional or higher non-refundable deposits paid will be included in the cancellation charges set out in the table at the end of these booking conditions or advised by your sales consultant. Should cancellation occur before your balance due date, the cancellation charge will, therefore, be loss of deposit plus any additional and/or higher non-refundable deposit paid. You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by **Unavoidable and Extraordinary Circumstances**. Unavoidable and Extraordinary Circumstances means a situation that is, in our opinion, beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include, but are not limited to, war, threat of war, riots, civil strife, terrorist activity, Government action or restraint, industrial disputes, natural or nuclear disasters, fire, low or high water levels, adverse weather conditions including hurricanes, epidemics, health risks, unavoidable technical problems with transport, damage and accidents from machinery or engines and closed or congested airports. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the Australian Department of Foreign Affairs & Trade.

Please note:

- (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.

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 minor, we will ensure that you are notified about it.

Examples of minor changes include, but are not limited to, changes to airline carriers; changes to aircraft type; alterations of your intra-trip flights which do not result in a change to date of departure; change of accommodation to another of the same or higher standard; flights becoming indirect; closure of hotel facilities for improvement; building works; changes to advertised amenities; small changes to itineraries; changes to included and optional excursions and entertainment.

Please note we will not pay compensation, provide a refund or offer alternative options if you cancel because we make a minor change to remedy a minor problem within a reasonable time.

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

8.1 - We will contact you and offer you the choice of accepting the major change or cancelling to receive a refund of all monies paid or, where available, accepting an alternative comparable holiday. 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.

8.2 - If you choose to accept the major change or a refund, we will pay compensation as per the table at the end of these booking conditions except where the major change is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights.

Examples of major changes include, but are not limited to, a significant change of resort or holiday duration, where your stay is for 3 nights or more; a change of accommodation to that of a lower category for 3 nights or more; a change in departure date; 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. We will not cancel after the balance due date, except for **Unavoidable and Extraordinary Circumstances** or a failure by you to pay the final balance. If your holiday is cancelled by us (for reasons other than a failure by you to pay the final balance) you can either have a full refund of all monies paid or, where available, accept an offer of alternative comparable travel arrangements. We will refund any price difference if the alternative is of a lower value. In the event a refund is paid to you, we will pay compensation as per the table at the end of these booking conditions except where the cancellation is due to Unavoidable and Extraordinary Circumstances. This standard payment will not affect your statutory or other legal rights.

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

10. If you have a complaint

We are proud of our high reputation for customer satisfaction and strive to reach amicable settlement of the small number of complaints we receive. If you have a complaint about any of the services included in your holiday, you must inform our representative or locally appointed agent or hotel director without undue delay who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Service Department at customerservices@sagatourgroup.com giving your booking reference and all other relevant information.

This will assist us to quickly identify your concerns and speed up our response to you.

If you fail to follow the requirement to report your complaint in resort, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

11. 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.

12. Our liability to you

We are responsible for the proper performance of all travel services included in this package. We give you consumer guarantees under the Australian Consumer Law to provide travel services to you:

- with due care and skill;
- that are reasonably fit for purpose; and
- within a reasonable time.

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 constitute a failure to comply with a consumer guarantee under the Australian Consumer Law, 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 property damage, death, injury or illness, the liability of Titan and any company within the group of companies which Titan is part of (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 or these booking conditions subject to your rights to any refund or compensation under the Australian Consumer Law. Copies of

the travel service contractual terms or the international conventions shall be provided on request.

Your right to a refund and/or compensation from us is set out in these booking conditions and in the Australian Consumer Law.

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 Titan 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, other tours, meals and other purchases).

13. Your responsibilities

- (i) 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.
- (ii) You are responsible for the behaviour of yourself and your party. We reserve the right to refuse or cancel your booking or to remove you or a member of your party from any tour or holiday if, in our view, your demeanour or behaviour, or that of a member of your party, is disruptive, dangerous, antisocial or annoying to other people. In such an event, no compensation or refund will be payable and you will be liable to pay any additional expenses reasonably incurred in arranging the curtailment.
- (iii) You are responsible for the carriage and care of your luggage throughout your holiday except for such times as it may be in the hands of an airline; where in such circumstances the airline's specific terms and conditions relating to the carriage of baggage will apply. Please ensure that your luggage is loaded on to all transport and be careful to take the correct luggage with you when you leave any mode of transport.
- (iv) You must comply with the terms and conditions of the third party suppliers of any travel services that form part of the package. Failure by you to observe such terms and conditions which are incorporated into this contract and available upon request may affect any compensation or liability we may have towards you.

14. Mobility and assistance

You must tell us about all physical or mental health conditions, disabilities, or mobility restrictions (as detailed in section 16). This will allow us to be able to advise on the suitability of our holidays and, wherever possible, put in place arrangements to accommodate your needs. This could include securing assistance at airports and securing accessible hotel rooms but does NOT include our staff (including Tour Managers), our supplier's staff or other customers providing any kind of personal care (such as dressing, eating or toileting), pushing wheelchairs, assisting with embarking or disembarking coaches or trains, or porter luggage when this service is not included as part of your travel arrangements. If you require any of these services, you must travel with a fully able-bodied fare paying travelling companion who must take responsibility for any personal assistance required.

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

15. Holiday Information

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

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

Flight seats: Actual seat numbers on flights booked by us cannot be guaranteed as there may be changes for airline operational, safety or security reasons. However, the airline

will where possible re-accommodate your seats together and match your seating preferences. Where this is not possible, we will refund any applicable seating charges paid to us for the flights affected.

COVID-19: It is your responsibility to check, understand and act on COVID-19 entry requirements as set out in the Australian Department of Foreign Affairs & Trade's travel advice. You should visit www.smarttraveller.gov.au and sign up for alerts to the country(s) you are visiting, so you are kept up to date with any changes. The country pages include information such as whether you will need to demonstrate your vaccination status and whether any mask wearing will be required. Pre-departure COVID-19 tests may be required for customers who are not fully vaccinated.

Health Formalities: 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 www.smarttraveller.gov.au.

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 maitre 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.

Travel advice: The Australian Department of Foreign Affairs & Trade ('DFAT') provides up-to-date advice and safety information for Australians travelling abroad. For the latest travel advice from DFAT, please visit www.smarttraveller.gov.au

16. Medical Information

Before you book your holiday, you are responsible for ensuring that you declare to us any existing physical or mental health condition, disability or mobility restriction affecting you or a member of your party which may require assistance. If, in our reasonable opinion, your chosen travel arrangements are not suitable for you (or a member of your party), we reserve the right to decline your booking. After booking, you must contact us immediately if there are any changes or if you (or a member of your party) develop a new condition. This is essential for all bookings so that we can determine if your holiday arrangements remain suitable and includes the requirement to inform us if you need to bring any specialist equipment with you such as a wheelchair. If in doubt, you must consult with your doctor about your (or a member of your party's) fitness to travel. We reserve the right at any time to require you to produce medical evidence of your (or the relevant member of your party's) fitness to travel (including submission of a medical certificate certifying this).

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

If you do not inform us at the time of booking of any physical or mental health condition, disability or mobility restriction, we reserve the right to cancel your booking when we find out the full details if, in our reasonable opinion, your travel arrangements are no longer suitable, in which case this will be treated as a cancellation by you and cancellation charges will apply as per section 8. If your holiday has already commenced, we will provide you and your party with appropriate assistance in accordance with section 11, but you must pay any costs we incur.

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

For cruises, women who are up to 24 weeks pregnant by the end of the holiday are required to provide a medical certificate of fitness to travel. We cannot carry passengers who will be 24 weeks or more pregnant at the end of the holiday. We reserve the right to request a medical certificate at any stage of pregnancy and to refuse travel if we and/or the Master of the ship are not satisfied that you will be safe during your holiday. The doctors aboard the ships (if any) may not be qualified to deliver babies on board, or to offer pre or postnatal treatment, and no responsibility is accepted by Titan 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.

17. Insurance

A condition of your booking is that you're suitably insured for your trip which must include COVID-19 cover. We strongly recommend this is purchased as close to your booking date as possible, to cover you for any unforeseen cancellations. You must notify us of your insurance details no later than 4 months prior to departure, failure to do so means we will not allow you to travel and will treat your holiday as cancelled with the applicable cancellation fee being charged. You must be adequately insured for all your needs to cover all contingencies such as medical expenses, repatriation, and baggage cover. We strongly encourage customers to take out travel insurance to cover consequential losses and expenses. While on holiday, should you choose to take part in any activity which can be deemed as being of a hazardous nature (for example, hang gliding, hot air ballooning, white-water rafting, etc.), it is essential to ensure that cover is provided under the terms of your travel insurance.

If you are in doubt, you should contact your insurer. The organisers of some adventure activities that you may choose to take part in whilst on holiday may request that you 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.

18. Data Protection

Any personal data that you provide will be held securely and for the purpose you have provided it, in accordance with data protection legislation. We may need to disclose personal data to a third party including countries outside Australia and 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 Titan has obtained your permission to do so, we 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 we use to communicate with you. You can update these preferences by emailing data.protection@saga.co.uk For further information about how Titan uses your personal information, please visit www.titantravel.co.uk/privacy-statement or contact the Saga Group Data Protection Officer by email: data.protection@saga.co.uk

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 any sensitive personal data) and that you have told them who we are and what we will use their data for, as set out above.

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

19. Travel Agents

When you buy a holiday, all monies you pay to the travel agent are held by them on our behalf until they pay it to us.

Saga Travel Group (UK) Limited (UK company no. 12102155) is registered in Australia, England and Wales.

Australian Registered office (ARBN 668 148 392): Level 11, 1 Constitution Ave, Canberra 2601 ACT Australia.

Email: customerservices@sagatravelgroup.com

Period before departure within which notice of cancellation or major change is received by us or notified to you	Compensation if we make a major change	If we cancel your holiday amount you will receive from us	If you cancel your holiday amount of cancellation charge
75 days or more	\$Nil	Deposit only	Deposit only
74 - 43 days	\$25	100% of holiday price + \$25	50% of holiday price
42 - 29 days	\$50	100% of holiday price + \$50	75% of holiday price
28 - 15 days	\$80	100% of holiday price + \$80	90% of holiday price
14 - day of departure or after	\$100	100% of holiday price + \$100	100% of holiday price