

The following Booking Conditions form the basis of your contract 360 Private Travel Ltd. Please read them carefully as they set out our respective rights and obligations.

In these Booking Conditions, 'you' and 'your' mean all persons named on the booking (including anyone who is added or substituted at a later date). 'We', 'us' and 'our' mean 360 Private Travel Ltd.

### 1. MAKING A RESERVATION

A contract between us will come into existence when we process your credit/debit card payment or deposit your cheque/cash for your deposit or initial payment into our account, at which time we will either issue a deposit receipt letter, acknowledging the acceptance of your booking or in the case that all arrangements can be confirmed at that time, we will issue a confirmation invoice. A contract between us comes into existence, as set out in this clause, whether or not we receive your booking details prior to processing your deposit or full payment.

The deposit we require is at least 10% of the total price of your holiday. The deposit is non-refundable. In certain circumstances we may require a higher deposit and you will be advised at the time of booking as to this charge. This could be for certain villa bookings, cruises, published fare flights and peak season payment terms from our suppliers. In the event that we are required to make full payment in advance of your holiday to a supplier for any services requested by you as part of your tailor made holiday, in order to secure such arrangements we may invoice you immediately for the full amount of that element of your holiday and payment will be due forthwith even if this is more than 4 weeks prior to your departure. If your booking is made within 4 weeks of departure, the full payment for the holiday is due immediately.

We charge at least a 2-3% handling fee on all credit card payments depending on card type.

Approximately 5 weeks before departure, you will be sent a FINAL INVOICE for the full amount of any balance payable. In certain circumstances we may require the balance paid earlier and you will be advised at the time of booking. The Final Invoice will include any surcharges if applicable. Full payment will become due at this time and no later than 4 weeks prior to departure. In the event that the balance is not paid before 2 weeks of departure, we have the right to cancel your holiday and your deposit will be forfeited AND where an additional up-front payment is taken on top of the deposit, and in advance of our standard payment schedule, to cover flight payments or other up-front costs that we incur to arrange your holiday, this will be deemed an 'additional deposit', and be treated as a part of your non-refundable deposit.

Please check your invoices carefully as soon as you receive them. Contact us immediately if any information that appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where we made the mistake in question.

### 2. THE PRICE OF YOUR HOLIDAY

We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. You will be advised of any error of which we are aware and the then applicable price prior to the time that your holiday is confirmed by us.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it after that point by way of a surcharge or refund in the circumstances set out below. Please note however that we guarantee not to impose any surcharge on you if you have paid the full balance of the cost of your holiday at the time of booking and the remaining provisions of this clause will not apply.

A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at airports increasing or decreasing or our costs increase or decrease as a result of any changes in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 5. Alterations/ Changes and Cancellations by us. 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. A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

**Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.**

### 3. ALTERATIONS BY YOU

(a) If you wish to alter any details of your holiday after your Confirmation Invoice has been issued we will do our best to make the alterations (although we cannot guarantee that such alterations will be possible) provided that we are informed of your wish to change no later than 2 weeks prior to departure (other than as set out in (b) and (c) below).

For all alterations a £50 administration fee will be charged per booking together with all costs and charges incurred by us or incurred or imposed by our suppliers. A request to alter your holiday details must be made in writing by the person who signed the Booking Form on your behalf (the Party Leader).

(b) Requests for Name changes must be made in writing to us not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £50 must be paid before the transfer can be affected. Please note: for flight inclusive bookings, you also must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

(c) Please note: some alterations requested within 2 weeks of departure may be treated as a cancellation and the cancellation charges set out in clause 4 will apply.

(d) Alterations to a confirmed booking whilst abroad; we regret that no credit or refund is possible for any unused services provided in the cost of your holiday. If you decide to alter your travel arrangements whilst abroad this is your own responsibility and 360 Private Travel Ltd or the Company's Agents are not responsible for any extras or difficulties that may arise with onward travel as a result of such alterations. No credit or refund is possible for any lost, mislaid, stolen or destroyed documents which could be the subject of a claim on your own insurance. Note: certain travel arrangements may not be changeable after booking and an alteration request could incur a cancellation charge of up to 100% of that part of the arrangements."

### 4. CANCELLATIONS BY YOU

You may cancel your booking at any time. The person who confirmed the booking must send us notice of the cancellation in writing.

Cancellation will take effect the day we receive this written notification at our offices. If you cancel your holiday prior to the departure date we will deduct the following charges from the full price of your holiday:

#### Written Advice of Cancellation received

More than 35 days	Loss of deposit
35-28 days	40% of total holiday cost
28-21 days	60% of total holiday cost
21-14 days	80% of total holiday cost
Within 14 days	100% of total holiday cost

Peak Season charges may differ as some suppliers impose stricter cancellation policies. In particular due to some airline conditions and hotel requirements (particularly during high season) various cancellation charges may apply that are higher than those shown above.

If you cancel your holiday after it has commenced, no refund at all will be given.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. Please ensure that your insurance policy covers the total cost of your holiday for cancellation purposes.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

### 5. ALTERATIONS/CANCELLATION BY US

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure, website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking 8 weeks or less before departure where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of force majeure as defined in clause 10 below. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a significant change. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is significantly more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

In accordance with EU regulation 2111/2005, we are required to advise you of the actual carrier operating your flight. We do this by listing the carriers to be used in our itineraries and then these are confirmed to you at the time of booking. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible. Such a change is deemed to be a minor change

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options: -

- (a) (for significant changes) accepting the changed arrangements
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean you're paying more if it is more expensive or receiving a refund if it is cheaper
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will as a minimum where compensation is due pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday

Period before departure a significant change or cancellation is notified to you. Compensation per person

56 days or more	£nil
30-56 days	£10
14-29 days	£20
0-13 days	£30

Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

NB. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to us, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 www.atic.org.uk.

### 6. YOUR OBLIGATIONS TO US

You must:

- (a) Arrive at stated departure times and confirm your own return flight and departure times. We accept no liability whatsoever to you for your failure to do so.
- (b) Take out adequate travel insurance to cover the cost of industrial action, natural disaster (flooding, storm, fire etc.), cancellation of the holiday by you or the cost of assistance, including repatriation in the event of your suffering an accident or illness. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies.
- (c) Behave in a reasonable and responsible manner towards any other person you meet in the course of your travel arrangements. We reserve the right to cancel forthwith your holiday arrangements in the event that you fail so to behave and we will not be liable for any loss or damage that you may suffer as a result (including any onward or return travel arrangements).

## 7. OUR OBLIGATIONS TO YOU

(1) We promise to make sure that the holiday arrangements we have agreed to make perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. These services will be provided either directly by us or through suppliers contracted by us.

(2) We have no direct control over the way our suppliers provide their services but everyone employed or contracted by us or by our suppliers is expected to carry out their duties in accordance with accepted standards of behaviour. We accept responsibility, if they do not carry out their duties in accordance with accepted standards of behaviour (or at all) and that fault results in your injury, illness or death. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:-

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 10 below

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our website and we have not agreed to arrange them and any excursion you purchase in resort. Please also see clause 11 Excursions Activities, Website and Brochure Information. In addition, regardless of any wording used by us on our website, in any of our brochures, website or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature that might lead a reasonable holidaymaker to refuse to take the holiday in question.

(5) As set out in these booking conditions we limit the maximum amount we may have to pay you for any claims you may make against us. For all claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 7(6) below. This maximum amount will only be payable where you have not received any benefit at all from your holiday. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1500 per person affected unless a lower limitation applies to your claim under this clause or clause (f) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money that you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question. Copies of the applicable International Conventions and Regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(8) You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 13 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us if our insurers or we want to enforce any rights that are transferred.

## 8. FLIGHTS

Under the terms of our Air Travel Organiser's License, we will notify you in your confirmation invoice of the name of the airline operator, the aircraft type to be used and the destination airport for your holiday. However these details are subject to change. Any such change in these details will not entitle you to cancel or change your holiday without paying our normal charges.

The flight timings given on booking and detailed on your confirmation invoice are for general guidance only and are subject to change. The latest timings will be shown on your tickets, which will be dispatched to you approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched – we will contact you as soon as possible if this occurs.

## 9. VISAS, PASSPORTS & HEALTH

Any passports, visas, health certificates, International Driving Licences and other travel documents required for the holiday must be obtained by the client, whose responsibility it remains to ensure that these are all in order and to meet any additional costs incurred (whether by the client or by the Company on the clients behalf) as a result of failure to comply with such requirements. You are responsible to arrive at stated departure times and places and any loss or damage which you suffer through failure to do so lies with you. The Company has no liability whatsoever to you through your failure to do so.

## 10. FORCE MAJEURE

In these Booking Conditions Force Majeure means any event which we or our supplier of service(s) could not even with all due care foresee or avoid. Such events may include political disputes, acts of war, threat of war, riots, terrorist activity (actual or threatened), border closures, industrial action (actual or threatened), technical problems with machinery, transport or equipment, government intervention, natural disasters, fire or explosion, inclement weather and acts of God. Except as otherwise expressly set out in these Booking Conditions we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 7(1) above) as a result of 'force majeure'.

## 11. EXCURSION, ACTIVITIES, WEBSITE AND BROCHURE INFORMATION

The information contained in any brochure and on our website is correct to the best of our knowledge at the time of publication. We may provide you with information (in our brochure/on our website and/or when you are on holiday) about activities and excursions that are available in the area you are visiting.

We have no involvement in any such activities or excursions that are neither run, supervised nor controlled in any way by us. Local operators or other third parties who are entirely independent of us provide them. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 7 of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the resorts/area you are visiting generally (except where this concerns the services which will form part of your contract but see below) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities mentioned in our brochure or on our website which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to resort/area information and/or such outside activities that can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

Please note, if you consider a particular facility to be important to the enjoyment of your holiday you should inform us in writing and we will tell you the current situation.

In certain situations such as on safari or trekking holidays you will be asked to sign an indemnity waiver form locally by the supplier. If you would like full details of the waiver form in advance please request this from our consultants. We cannot be held responsible for any supplier who will not provide a service to you should you not wish to sign the waiver form. Refunds will not be applicable if you have not requested to see the waiver form before booking your holiday.

## 12. SPECIAL REQUESTS

If you have a special request (e.g. special dietary requirements, honeymoon etc.), you must advise us in writing at the time of booking. We regret we cannot guarantee any request will be met unless we have specifically confirmed this. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of your special request on your confirmation invoice or any other documentation is not confirmation that the request will be met and any request does not form part of the contract between you and us.

If you or any member of your party has any medical problem or disability that may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking.

## 13. COMPLAINTS

We will always endeavour to assist and resolve any problem that may arise on your trip, however we can only do so if we have been informed of the issue by you. If you have a complaint you must report it immediately and directly to the supplier (e.g. Hotel Manager), or the emergency contact numbers provided with your travel documents. If you fail to follow this procedure, this may affect your rights under this contract, as we have been deprived of the opportunity to investigate and rectify the problem. In the unlikely event that matters cannot be resolved to your satisfaction on your trip, please notify your personal travel consultant at 360 Private Travel Ltd within 28 days of your return.

## 14. ATOL GUARANTEE

When you buy an ATOL protected air holiday package from 360 Private Travel you will receive a Confirmation Invoice from us confirming your arrangements and an ATOL certificate confirming your protection under the Air Travel Organiser's Licence. If you do not receive an ATOL Certificate then the booking will not be ATOL protected.

For further information about financial protection and the ATOL Certificate visit [www.atol.org.uk/ATOLCertificates/](http://www.atol.org.uk/ATOLCertificates/)

## 15. SAFETY STANDARDS

Please note, it is the requirements and standards of the country in which any services that make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

For information regarding the safety and security within a given country please check out the foreign and Commonwealth office website [www.fc.gov.uk](http://www.fc.gov.uk)

## 16. JURISDICTION

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description that arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## 17. PRICES, DOCUMENTATION AND WEBSITE ACCURACY

Please note, the information and prices shown on our documentation, on our website or otherwise given to you may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of our quoted information and prices at the time of printing or emailing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking