

We are **360 Private Travel Ltd**. References to "you" and "your" in these booking terms means all persons on the booking (including anyone added or substituted at a later date). "We", "us" and "our" means **360 Private Travel Ltd**. A 'package' and 'lack of conformity' have the same meaning as in the Package Travel and Linked Travel Arrangements Regulations 2018. Where we have organised a package on your behalf, we will refer to 'your package(s)'; where our supplier has organised a package, we will refer to 'supplier's package(s)'.

1. **CONTRACT:** These are the terms on which we will make a booking for your travel or holiday requirements. When making your booking we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. tour operator/airline/villa company/cruise company/accommodation company) named on your confirmation. For many bookings including travel services for villas, private yachts, and for all bookings for travel services which take place in the EU, then the principal's(s') or supplier's (s') Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. If you have booked a package, you will receive standard information about your package arrangements and details of their main characteristics before a binding agreement comes into existence. That information, these booking conditions, the supplier's booking terms, along with any other written information we brought to your attention before we confirmed your booking form the basis of your contract with us in connection with the travel arrangements making up your booking (the 'arrangements'). Please read all that information carefully as it sets out the scope of our agreement as well as our respective rights and obligations. By making a booking, you agree to be bound by all of them.

The key terms of our agreement are:-

Key terms

1. **You will enter into a binding contract with the principal(s) or the supplier(s) detailed on your confirmation when we issue a confirmation statement. If you then cancel your arrangements, you will be required to pay cancellation charges. Initially this will be the deposit you paid to secure your arrangements, but after you've paid the balance of the price of your arrangements, these charges will increase up to 100% of the cost of them depending on the time before departure you cancel them;**
2. **You can make changes to your confirmed arrangements in certain circumstances. A charge will be made by us for processing any changes;**
3. **Any principal(s) or supplier(s) may make changes to and cancel your confirmed arrangements but the principal or supplier will pay you compensation in certain circumstances if this occurs;**
4. **The principal(s) or supplier(s) are responsible for making sure your confirmed arrangements are not performed negligently but there are some limits on and exceptions to this.**

Accuracy of information and booking errors

We endeavour to ensure the accuracy of all the information and prices in material used for advertising. However, occasionally changes and errors do arise and we reserve the right to correct them in such circumstances. You must check the current price and all other information relating to the arrangements that you wish to book before your booking is confirmed. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 8.

Our Terms of Business are governed by English Law and the jurisdiction of the English Courts. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

2. **BOOKING DETAILS:** Once you have paid and confirmed your reservation we will proceed to confirm the booking on your behalf with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Changes to these details may incur charges. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to process your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.

3. **PAYMENT:** The deposit required is at least 20-30% of the total price of your arrangements. The deposit is non-refundable. In certain circumstances a higher deposit may be required 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 request payment of the full amount of that element of your holiday and payment will be due forthwith even if this is more than 10 weeks prior to your departure. If your booking is made within 10 weeks of departure, the full payment for the holiday is due immediately. Approximately 12 weeks before departure, you will be sent a FINAL REQUEST FOR PAYMENT for the full amount of any balance payable. The Final Request for payment will include any surcharges if applicable. Full payment will become due at this time and no later than 10 weeks prior to departure. In the event that the balance is not paid before 8

weeks of departure, we will notify the principal(s) or supplier(s) who may cancel your booking and charge cancellation fees. Note that in all cases, your deposit will be forfeited AND where an additional up-front payment is taken on top of the deposit, and in advance of the 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.

4. THE COST OF YOUR ARRANGEMENTS:

We reserve the right to amend the price of unsold holiday arrangements at any time and correct errors in the prices of confirmed arrangements. We will not be liable for booking errors which are attributable to you or which are caused by unavoidable and extraordinary circumstances as defined in clause 8.

Changes in Price – Packages

The price of your confirmed arrangements is subject to variations which occur solely as a direct consequence of changes in:-

- (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (b) the level of taxes or fees on your confirmed arrangements imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- (c) the exchange rates relevant to the package.

Price variations will be calculated by applying the cost differential we experience as a result of the above factors. Prices may go up or down and we will notify you about any variation by sending you a calculation explaining the variation no less than 20 days you are due to depart.

If that means that you have to pay an increase of more than 8% of the price of your arrangements (excluding any insurance premiums, amendment charges and/or additional services), we (where you have bought our package) or the applicable supplier (where you have bought a supplier's package) will offer you the options in clause 7.

If prices go down as a result of the above factors, a reflective refund will be made, but we/he applicable supplier will also deduct our administrative expenses from what is owed to you and this may extinguish the value of the refund due. Also, note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on price due to contractual protections in place.

Changes in Price – Non-Packages

Where the arrangement booked is not a package, price increases may occur any time prior to departure, and you will be liable to pay any such increases in full. If, before you book, we know of circumstances that may cause an increase in the price of your booking after you have paid, we will endeavour to provide details to you.

5. SPECIAL REQUESTS, DISABILITIES AND MEDICAL CONDITIONS:

If you have any special request, you must advise us at the time of booking. We regret we cannot guarantee any request will be met. Confirmation that a special request has been noted is not confirmation that it will be provided. All special requests are subject to availability. If we are able to specifically confirm a special request or requirement, we will do so on our confirmation but where requests or requirements have not been so confirmed in writing on our confirmation, a failure to meet them will not be a breach of contract on our part. We will give you information about whether the arrangements you have chosen are generally suitable for persons with reduced mobility but if you or any member of your party has any precise medical problem or disability which may affect your chosen arrangements, please provide us with full details before we issue our confirmation. We will only provide precise information on the suitability of the trip or holiday taking into account your needs if you specifically request us to do so. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your booking and/or if you did not give us full details at the time of booking, we will treat it as cancelled by you when we become aware of these details. Cancellation charges in accordance with clause 6 will apply.

6. CANCELLATION and AMENDMENT BY YOU:

If you wish to alter any details of your holiday after your confirmation statement 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 in writing of your wish to change no later than 2 weeks prior to departure (requests will not take effect until actually received by us). The principal(s) or supplier(s) will charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements). In the case of all cancellations, your deposit will not be refunded and in most cases once you have paid the balance of the cost of your arrangements, then it is unlikely that a supplier will make any refund, although we will pass on any refund that they do offer. In addition: 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. 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. Please note: some alterations requested within 2 weeks of departure may be treated as a cancellation and the cancellation charges set out in this clause will apply.

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 we are not responsible for any extras or difficulties that may arise with onward travel as a result of such alterations. If you cancel your holiday after it has commenced, no refund at all will be given. 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.

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

If your arrangements are a package and if any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements, including an agreement to these booking conditions) providing we are notified in writing not less than seven days before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by us or any of our suppliers. Both you and the person to whom you would like to transfer your arrangements shall be jointly and severally liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, cancellation charges as set out below will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued, you will have to pay the full cost of an alternative flight (if available) if you wish to transfer after tickets have been issued. If you require an alternative flight then we must be notified in writing not less than two days before departure upon which we shall endeavour to secure an alternative flight.

7. CANCELLATION and AMENDMENT TO YOUR PACKAGE(s) BY US:

Where we refer to a 'price reduction' in this clause, we mean (in relation to your packages only) that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', (in relation to your packages only) we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity. Compensation and price reductions are always subject to the limitations and exclusions in section B of clause 9.

Because we plan your arrangements with you many months in advance, in some circumstances we must reserve the right to make changes to them and cancel them.

Changes and cancellations to your packages before departure

Most changes will be insignificant. If an insignificant change is made to the main characteristics of your package arrangements we will notify the change to you or your agent as soon as reasonably possible before your departure but we will not notify you about any other insignificant change. We will have no other responsibilities to you in respect of any insignificant changes.

Occasionally a significant change may have to be made. A significant change is one where a principal(s) or supplier(s) significantly alter any of the main characteristics of your arrangements. Examples of significant changes 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 outward departure time resulting in the overall length of time you are away being reduced by twenty four hours or more.; or
- a change of UK departure point to one which is substantially more inconvenient for you (except between airports within or around the same city for example London Gatwick and Stansted Airports).
- Where we or our supplier can no longer fulfil any special requirements that we have accepted and confirmed on our confirmation statement and this will have a significant impact on your arrangements.
- Where the cost of your arrangements is increased by more than 8% of the original cost of your arrangements (excluding any insurance premiums, amendment charges and/or additional services).

If a significant change has to be made or the arrangements have to be cancelled before departure, we will contact you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

- i (for significant changes) agreeing to the changed arrangements,
- ii accepting the cancellation or terminating the contract between the principal(s) or supplier(s) and you and receiving a refund (without undue delay) of all monies paid; or
- iii accepting an offer of alternative arrangements of comparable standard from the principal(s) or supplier(s) if available.

(In the event that any proposed change or alternative offered results in a reduction or increase in the price you have agreed to pay or an increase or decrease in the quality of arrangements we have agreed to provide, we will also notify you of any price reduction or additional amount due).

You must notify us of your choice within 7 days of the offer of changed arrangements. If you fail to do so, we will contact you again, re-iterating the above choices and sums payable or refundable and if you again fail to respond within 7 days, we may terminate the contract and refund all payments made by you without undue delay.

Where you choose to accept a cancellation or terminate your arrangements following our notification to you of a significant change, we will pay you a refund of all monies paid without undue delay and subject to the following exceptions we will where appropriate give you a price reduction or pay you compensation subject to the limitations and exclusions in section B of clause 9.

We will not pay you compensation where:-

- i) a significant change is made or the arrangements are cancelled before you have paid the final balance of the cost of your arrangements;
- ii) a significant change is made or cancellation as a result of unavoidable and extraordinary circumstances as set out in clause 8;
- iii) the arrangements are cancelled no later than 20 days before they are due to start because the minimum number of participants to run them has not been reached.

Compensation will not be paid and the above options will not be available where:-

- i) an insignificant change is made;
- ii) the arrangements are cancelled as a result of any failure by you (including a failure to make payment in accordance with these terms);
- iii) where the change(s) or cancellation of the arrangements arises out of alterations to the confirmed booking requested by you. Changes and cancellations to our packages after departure

If we become unable to provide a significant proportion of your package arrangements after you have departed, we will try to offer you suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract. If the alternative arrangements we make are of a lower quality than those you originally booked, we will give you a price reduction. You may reject the proposed alternative arrangements only if they are not comparable to what we originally promised to provide or if the price reduction we offer is inadequate.

Where we are unable to make suitable alternative arrangements or you reject the proposed alternative arrangements in accordance with the clause above, where appropriate, we will give you a price reduction and/or compensation subject to section B of clause 9. Where our original agreement included return transport we will also provide you with equivalent transport back to your place of departure without undue delay or additional cost. Where we are unable to ensure your return as agreed because of unavoidable and extraordinary circumstances defined in clause 8, we will bear the cost of necessary accommodation if possible of equivalent category for a period not exceeding (a) 3 nights per traveller (exceptions apply in respect of persons with reduced mobility and people travelling with them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we have been notified of their particular needs at least 48 hours before the start of the package); or (b) where a different period is specified in any passenger rights legislation applicable to the relevant means of transport for your return, for the period specified in that legislation.

In respect of all changes and cancellations made to a supplier package or other arrangements that are not our package, please refer to the supplier's terms and conditions for information.

8. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES:

Except where otherwise expressly stated in these booking conditions we will not be liable or give you a price reduction or compensation if the contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which the principal(s) or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures had been taken. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, epidemic, pandemic, viral contagion, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside the principal(s) or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

9. OUR RESPONSIBILITY TO YOU:

Where we refer to a 'price reduction' in this clause, we mean (in relation to your packages only) that we will give you an appropriate reduction in the price you paid for the arrangements affected for any period during which there was lack of conformity, (unless that lack of conformity is attributable to you). Where we refer to 'compensation', (in relation to your packages only) we will pay you appropriate compensation without undue delay for any damage which you sustain as a result of any lack of conformity. Compensation and price reductions are always subject to the limitations and exclusions in section B of clause 15.

A. Our responsibilities differ according to what you have booked:

In relation to bookings of our packages

We accept responsibility as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if the principal(s) or supplier(s) fail to arrange or perform your arrangements in accordance with the agreement, we will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into account the extent of the lack of conformity and the value of the arrangements affected), we will instead pay you compensation subject to clause B of this clause. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

Please note that it is a condition of our acceptance of the responsibility above that you inform us and the supplier concerned without undue delay of the lack of conformity you perceive; and allow us a reasonable period in which to remedy it.

If in the unlikely event we are unable to remedy the lack of conformity or where immediate remedy is required, you may take reasonable steps to remedy the lack of conformity yourself and request reimbursement of the necessary expenses you incurred in doing so.

In relation to all bookings where we act as agent (e.g. travel services which take place in Europe)

As booking agent we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them.

B. Limitations of responsibility

In these terms and conditions, our responsibilities are and payment of compensation is limited as follows:-

We will not be responsible or pay you compensation for any lack of conformity injury, illness, death, loss, damage, expense, cost or

other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of your arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 8.

We will not be responsible or pay you a price reduction or compensation:-

- a) for services or facilities which do not form part of our agreement or where they are not advertised by us. For example any excursion you book while away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- b) for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your arrangements prior to them being confirmed, we could not have foreseen you would suffer or incur if we breached our contract with you; or that relate to any business.

Any price reduction or compensation that is payable will be calculated taking into consideration all relevant factors for example (but not limited to):-

- (a) whether or not you have followed the complaints and notifications procedure as described in these conditions. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (b) the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your arrangements.
- (c) deduction that we must make to take account of any money which you have received or are entitled to receive from any transport provider or hotelier for the complaint or claim in question.

(Please also note that where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.)

Luggage or personal possessions and money

The maximum amount we will have to pay you in respect of any claim for loss of and/or damage to any luggage or personal possessions or money is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

Claims covered by an International Convention

When arranging transportation for you, we rely on the terms and conditions contained within any applicable International Conventions. The extent of or the conditions under which compensation is to be paid or liability accepted will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask us for copies of these Conventions.

Any other claims which don't involve injury, illness, death or damage caused by us or our suppliers intentionally or negligently; or other liability that can't be limited by law

The maximum amount we will have to pay you in respect of all such claims is three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your arrangements.

Assistance to those on packages in the event of difficulty or unavoidable and extraordinary circumstances

In respect of packages, we will provide appropriate assistance without undue delay in the event that you experience difficulty including where you are unable to return to your agreed point of departure because of unavoidable and extraordinary circumstances as set out in clause 8. Such assistance will extend to providing appropriate information on health services, local authorities and consular assistance; and helping you to make distance communications and to find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you intentionally or as a result of your act or omission.

10. **INSURANCE:** 1) Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Details of a policy suitable to cover your arrangements are available by contacting Citybond Travel Insurance quoting reference 360PT at website <https://www.suretravel.co.uk/>. If you choose to travel without adequate insurance cover, we will not be liable for any of your losses howsoever arising, in respect of which insurance cover would otherwise have been available. If we have issued your policy please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information will affect your insurance.

11. **FINANCIAL PROTECTION:** All the package holidays arranged by us come with protection for your money. If you buy a single travel service then this might not apply. Package holidays are protected by the package organiser and your confirmation will give further details. Package arrangements organised by us are ATOL- protected (our ATOL number is 7514). When you buy an ATOL protected flight or flight inclusive holiday arranged by us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. On all flight inclusive arrangements, your money is ATOL protected meaning that you will be able to continue with your holiday or receive a refund of the amount paid to us in the unlikely event of our insolvency or the insolvency of your service providers. In respect of our flight-

inclusive arrangements, we are obliged to tell you: the principals or the suppliers of the services you have bought will provide you with the services you have bought (or a suitable alternative). In some cases, where neither the principals nor the suppliers are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances, the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If the principals, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

12. DELIVERY OF DOCUMENTS: All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will be sent to you by First Class post. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued an administrative fee may be sought. You can ask for delivery by other means subject to the charges stated below.

13. FINAL TRAVEL ARRANGEMENTS: Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

14. FLIGHT INFORMATION:

The flight timings given on booking are for general guidance only and are subject to change. The latest flight times will be those shown on your tickets. You must accordingly check your tickets 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 despatched.

We are not liable if there is any change to a departure or arrival time previously given to you or shown on your ticket. Please reconfirm your flights with the airline.

Please note that a flight described as "direct" will not necessarily be non-stop. Where a sector of a flight itinerary is not utilised without contacting the carrier directly, any remaining sectors may be subject to cancellation without further notification. Where this situation arises we are unable to accept responsibility for any costs incurred or to provide a refund for any unused sector.

Please note the existence of a "Community list" (available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm) detailing air carriers that are subject to an operating ban within the EU Community.

15. FLIGHT DELAY:

Unfortunately, delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the airline concerned should provide refreshments when and where appropriate. We are not in a position to provide any assistance in the event of flight delay and cannot accept any liability except where expressly stated in these booking conditions.

16. DENIED BOARDING REGULATIONS:

If any flight you have booked 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 as the full amount of your entitlement to any compensation or other payment is covered by the airlines obligations under these regulations. For further information you should contact the Civil Aviation Authority www.caa.co.uk.

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.

17. COMPLAINTS:

In the unlikely event that you have any reason to complain about any of the arrangements whilst away, you must immediately inform the supplier of the service(s) in question and confirmed in writing as soon as possible. If the complaint cannot be resolved to your satisfaction, you should contact us using the following email address: complaints@360privatetravel.com. We will do our best to assist. If you remain dissatisfied, you must write to us within 28 days of the end of your arrangements giving your booking reference and full details of your complaint. In respect of all arrangements which are to take place in Europe, because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. Failure to follow the procedures set out in this clause will affect ours and the applicable supplier's ability to investigate your complaint, and may affect your rights under this contract.

In the event that your complaint remains unresolved following our complaints procedure, you may wish to refer the matter to the European Commission's Online Dispute Resolution Platform which can be accessed using the following link: <http://ec.europa.eu/odr>.

18. PASSPORTS, VISAS AND HEALTH REQUIREMENTS:

It is your responsibility to ensure that you are in possession of all necessary and up-to-date travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation and/or provide personal details as may be required. If failure to have any necessary travel or

other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Those passengers with a non- British passport must check passport and visa requirements with the Embassy or Consulate of the countries to or through which you are intending to travel. For European holidays you should obtain a completed and issued form EHIC prior to departure.

All passengers flying to or via the USA must have machine-readable passports. Airlines operating to the US are required to obtain certain information from passengers prior to the departure of the flight from the UK. Other destinations may also require this information.

You should take up-to-date health advice about the health precautions you will need to take prior to departure. Information on health is contained in the Department of Health's leaflet (Health Advice for Travellers) which can be obtained by telephoning 020 7210 4850.

Further information can be obtained by visiting www.hpa.org.uk.

The Foreign & Commonwealth Office has up-to-date advice on health and safety across the globe, as well as local laws, and passport and visa information. Please check <https://travelaware.campaign.gov.uk/> regularly for updates ahead of travel, as the advice can change.

19. CONDITIONS OF SUPPLIERS:

The services which make up your arrangements are provided by independent suppliers whose terms and conditions will apply. These terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant terms and conditions are available on request from ourselves or the supplier concerned.

20. BEHAVIOUR:

It is your responsibility to ensure that you and all members of your party do not behave in a way which is inappropriate or causes danger, distress, offence or damage to others or which risks damage to property belonging to others (including but not limited to drunkenness and air rage). If, in our reasonable opinion or that of our suppliers, your behaviour is inappropriate and causes danger, distress, offence, or damage to others, or risks damage to property belonging to others, we, our agents or our suppliers (e.g. including representatives on their behalf such as hotel managers, airline pilots) may take appropriate action in order to ensure the safety and comfort of our customers and their property and that of our agents and suppliers, including terminating your arrangements, in which case our and our agents' and our suppliers' responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur necessarily as a result of such termination.

21. EXCURSION, ACTIVITIES AND BROCHURE INFORMATION:

We may provide you with information 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 in these 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 from before booking your holiday.