

BOOKING CONDITIONS FOR EUROPE

360 Private Travel B.V.

Version 2.2, September 2026

Effective for bookings made on or after 1 September 2026.

HOW THIS DOCUMENT IS ARRANGED

This document has three parts.

Part 1 tells you who you are booking with and how to reach us.

Part 2 contains the booking conditions of 360 Private Travel. These are the conditions that govern your booking with us.

Part 3 sets out your key rights under European law, in the form required by Directive (EU) 2015/2302.

The ANVR Traveller Terms are annexed to this document. They are the standard travel conditions of the Dutch travel trade association, of which we are a member, and they apply to your booking alongside the conditions in Part 2. Article 3 explains how the two documents work together and which one prevails if they differ.

PART 1: WHO YOU ARE BOOKING WITH

Every booking made with our European offices is made with:

360 Private Travel B.V.

Spaces Westerpark, Haarlemmerweg 331

1051 LH Amsterdam, The Netherlands

Chamber of Commerce (KvK): 76863492

VAT: NL860814579B01

IATA: 96116370

ANVR member: 5749

VZR Garant participant: 134322

Stichting Calamiteitenfonds Reizen participant: 4048

Email: europe@360privatetravel.com

In this document, "we", "us" and "our" mean 360 Private Travel B.V. "You" means the person who makes the booking, on their own behalf and on behalf of everyone named on it.

Your contract is with 360 Private Travel B.V. in Amsterdam, and these conditions apply.

PART 2: BOOKING CONDITIONS

Article 1. What these conditions cover

1.1 These conditions apply to every quotation, booking and travel arrangement we provide, and form part of your contract with us.

1.2 We arrange tailor-made private travel. Depending on what you book, we act either as the organiser of a package, or as an intermediary arranging a single travel service on your behalf. Your booking confirmation states which of the two applies, because your legal rights differ.

1.3 Where we act as organiser of a package, you have the full protection of Directive (EU) 2015/2302 and of Dutch package travel law. Part 3 of this document sets out those rights.

Article 2. Words we use

2.1 **Travel price:** the total price of your travel arrangements as shown on your booking confirmation or invoice, excluding insurance premiums, booking fees and the Calamity Fund contribution.

2.2 **Supplier:** any third party providing part of your arrangements, including hotels, villa owners, airlines and other carriers, cruise and yacht operators, guides, drivers and local agents.

2.3 **Supplier costs:** sums we have paid, or are contractually obliged to pay, to suppliers for your booking, which cannot be recovered despite our reasonable efforts.

2.4 **Departure date:** the date on which the first travel service in your booking begins.

2.5 **ANVR Traveller Terms:** the standard travel conditions published by the ANVR, in the edition in force when your contract is made, annexed to this document.

Article 3. These conditions and the ANVR Traveller Terms

3.1 We are a member of the ANVR, the Dutch association of travel agents and tour operators. Membership requires us to apply the ANVR Traveller Terms to our bookings. Those terms give you a set of standard protections and a route to an independent disputes body.

3.2 The ANVR Traveller Terms apply to your booking in addition to these conditions. Your booking confirmation states which section of the ANVR Traveller Terms applies to you.

3.3 Where these conditions and the ANVR Traveller Terms differ, the following order applies:

- (a) mandatory rules of law, including Dutch package travel law and any mandatory consumer protection of the country where you live;
- (b) provisions of the ANVR Traveller Terms from which no departure is allowed;
- (c) the terms stated in your quotation and booking confirmation for your specific trip;
- (d) these conditions;
- (e) the remaining provisions of the ANVR Traveller Terms.

3.4 Nothing in these conditions reduces any right you have under mandatory law.

3.5 Where these conditions depart from the ANVR Traveller Terms, they do so only where the ANVR Traveller Terms permit it. The departures are in Article 5 (no 24-hour cancellation right), Article 7 (payment) and Article 10 (cancellation charges). Each is flagged where it appears.

Article 4. Your quotation

4.1 Quotations are prepared individually and are valid for the period stated on them. If no period is stated, a quotation is valid for seven days.

4.2 Quotations are subject to availability and are based on prices, exchange rates, taxes and supplier terms at the date they are issued. Until your booking is confirmed, suppliers may change price or availability, in which case we will send you a revised quotation before anything is committed.

4.3 We will tell you before you book if any part of your arrangements carries supplier conditions stricter than these, in particular non-refundable elements such as flights, cruise fares, villa rentals and peak-season accommodation.

Article 5. Making your booking

5.1 Your booking is made when you accept our offer, and is confirmed when we send you a written confirmation. We will always confirm in writing, by email.

5.2 By making a booking you confirm that you are 18 or over, that you have authority to accept these conditions on behalf of everyone named on the booking, and that the information you have given us is correct.

5.3 **Departure from the ANVR Traveller Terms.** All our offers are definitive bookings. This means the 24-hour free cancellation right in the ANVR Traveller Terms does not apply, because the arrangements we hold for you are individually reserved and committed at the moment of booking. We will state this clearly in your quotation and again in your booking confirmation.

5.4 Please check your booking confirmation as soon as you receive it and tell us within 48 hours if anything is wrong. Names must match the passports that will be used to travel. Corrections made later may carry supplier charges, and in some cases, particularly for flights, a name cannot be changed at all.

Article 6. Your price

6.1 The price quoted is the total price for the arrangements described, including all taxes and, where applicable, all additional fees, charges and other costs.

6.2 Where a cost cannot reasonably be calculated in advance, we will tell you what it is and how it will be charged. Costs payable locally, such as tourist taxes collected by a hotel, will be identified in your quotation.

6.3 Once your booking is confirmed the price will not change, except that we may increase it in the limited circumstances allowed by law: a change in the cost of carrying passengers resulting from fuel or other power sources, a change in taxes or fees imposed by a third party, or a change in exchange rates. Any such increase will be notified to you clearly, with an explanation and a calculation, no later than 20 days before departure.

6.4 If the increase is more than 8 per cent of the travel price you may accept it, or terminate the contract without paying a termination fee and receive a full refund. You have a corresponding right to a price reduction if these costs fall.

Article 7. Payment

7.1 **Departure from the ANVR Traveller Terms.** A deposit of 20 per cent of the travel price is payable when your booking is confirmed, together with the full premium of any insurance arranged through us and the full cost of any element a supplier requires to be paid in full at the time of booking, such as scheduled airline tickets.

7.2 A higher deposit applies where a supplier requires it, most commonly for villas, private yachts, expedition cruises and peak-season travel. Where this is the case we will tell you the amount before you book.

7.3 The balance is payable no later than 70 days before departure. If you book within 70 days of departure, the full price is payable at the time of booking.

7.4 If we do not receive payment by the due date we will send you a reminder giving you a further period to pay. If payment is still not received we may treat the booking as cancelled by you, and the charges in Article 10 will apply. We may also pass on charges levied by suppliers.

7.5 Payment must be made by the method shown on your invoice. We do not accept cash.

Article 8. Changes you ask for

8.1 If you want to change a confirmed booking, tell us in writing and we will do what we can. Changes depend on supplier agreement and cannot be guaranteed.

8.2 Where a change is possible, you pay the costs charged by suppliers plus an administration fee of 250 euros per change. We will tell you the total cost before we make the change, and we will not proceed until you confirm.

8.3 If a supplier treats your change as a cancellation, in whole or in part, that element is treated as a cancellation under Article 10.

Article 9. Transferring your booking to someone else

9.1 You may transfer your booking to someone else who meets all the conditions of the trip, provided you give us reasonable notice in writing, and in any event at least seven days before departure.

9.2 You and the person taking over remain jointly responsible for payment of the price and of the costs of the transfer. We will tell you the actual cost of the transfer, which will include supplier charges plus a handling fee of 150 euros, and we will provide evidence of those charges.

9.3 Some elements, in particular airline tickets, cannot be transferred and may have to be bought again. We will tell you where this is the case.

Article 10. If you cancel

10.1 You may cancel your booking at any time before departure. Cancellation must be in writing and takes effect on the working day we receive it.

10.2 **Departure from the ANVR Traveller Terms.** Because we commit to suppliers at an early stage on tailor-made arrangements, the following charges apply in place of the standard ANVR percentages. They are calculated as a percentage of the travel price:

When we receive your cancellation	Charge
More than 120 days before departure	the deposit paid
120 to 91 days before departure	35 per cent
90 to 61 days before departure	60 per cent
60 days or fewer before departure	100 per cent

10.3 Where a supplier applies stricter conditions to part of your booking, and we told you so before you booked, the supplier's terms apply to that element and the scale above applies to the rest. Your quotation and confirmation will identify any such element.

10.4 Insurance premiums, booking fees and the Calamity Fund contribution are not refundable and are payable in addition.

10.5 You may ask us at any time to justify the charge. We will provide a breakdown showing the travel price, the costs we have saved, any sum recovered from suppliers, and any income from reselling the arrangements, together with supporting documents. If that calculation produces a figure lower than the scale above, we will charge the lower figure.

10.6 If unavoidable and extraordinary circumstances at or near your destination significantly affect your trip, or your transport to it, you may cancel before departure without paying anything, and receive a full refund. Refunds under this article are made within 14 days.

10.7 We strongly recommend cancellation insurance covering the charges in this article. See Article 13.

Article 11. If we have to change or cancel your booking

11.1 We plan arrangements a long way ahead and occasionally have to make changes. Most are minor and we will tell you as soon as we can.

11.2 If we have to make a significant change, or cancel, we will tell you without delay and offer you the choice of accepting the change, taking an alternative trip of equivalent or better quality where we can offer one, or cancelling and receiving a full refund within 14 days.

11.3 A significant change means a change to a main characteristic of your arrangements, our inability to meet a special requirement we have accepted, or a price increase of more than 8 per cent.

11.4 Where we cancel or make a significant change you may also be entitled to compensation, unless the cause is unavoidable and extraordinary circumstances, or your own failure to pay.

11.5 We may cancel a trip that requires a minimum number of participants if that number is not reached, provided we tell you within the period stated in your confirmation. In that case you receive a full refund but no compensation.

Article 12. Our responsibility to you

12.1 Where we are the organiser of your package, we are responsible for the proper performance of all the travel services included in it, whoever provides them.

12.2 If a service is not performed as agreed, tell us or our local representative straight away so that we can put it right. Where we can, we will provide an alternative at no extra cost to you. If we cannot, and the failure significantly affects your trip, you may be entitled to a price reduction and to compensation.

12.3 We are not responsible where the failure is your own fault, is the fault of a third party unconnected with the travel services and was unforeseeable or unavoidable, or is caused by unavoidable and extraordinary circumstances.

12.4 Where the loss is not caused by intent or gross negligence on our part, and does not involve personal injury, our liability is limited to three times the travel price. Where an international convention limits the liability of the provider of a service, for example the Montreal Convention for air travel or the Athens Convention for travel by sea, our liability is limited in the same way.

12.5 Where we act as an intermediary rather than as organiser, we are responsible for arranging your booking with proper care, and the supplier is responsible for the service itself under its own conditions, which we will make available to you.

12.6 We will provide appropriate assistance without undue delay if you are in difficulty during your trip, including information on health services and consular assistance and help with alternative arrangements. Where the difficulty is your own fault we may charge a reasonable fee for that assistance.

Article 13. Insurance

13.1 You must hold travel insurance that is adequate for your trip, covering at least medical expenses, repatriation, and personal liability. We may ask you for the details before departure.

13.2 We strongly recommend that you take out cancellation insurance at the time of booking, covering the charges set out in Article 10.

13.3 If you travel without adequate cover, we cannot be responsible for losses that insurance would have covered.

Article 14. Passports, visas, health and entry requirements

14.1 We will tell you the general passport, visa and health requirements for your trip, and we will tell you about any change we become aware of. This information is given on the basis that it applies to citizens of the European Union.

14.2 It is your responsibility to hold valid travel documents and to meet the entry, transit and health requirements of every country on your itinerary. Requirements differ by nationality, and many countries require a passport valid for at least six months beyond your return date.

14.3 We cannot accept responsibility if you are refused boarding or entry because your documents are not in order, and any resulting cost is yours. If we incur a fine or charge as a result, you will reimburse us.

14.4 Please check the travel advice published by the foreign ministry of your own country before you travel, and again shortly before departure.

Article 15. Special requirements and reduced mobility

15.1 Tell us at the time of enquiry about any medical condition, disability or reduced mobility affecting anyone on the booking, and about any dietary or access requirement, so that we can advise whether the arrangements are suitable and adapt them where possible.

15.2 A special requirement forms part of your contract only where we have confirmed it in writing.

15.3 If you tell us about a requirement after booking and it cannot be met, the change or cancellation charges in Articles 8 and 10 apply.

Article 16. Behaviour

16.1 We may end your arrangements, without refund and without liability, if your behaviour causes or is likely to cause danger, distress or damage. Suppliers have the same right under their own conditions.

16.2 You are responsible for any damage or loss you cause, and must settle it directly with the supplier concerned.

Article 17. If something goes wrong

17.1 If you have a problem during your trip, tell the supplier at the time and tell us at once, using the emergency number on your travel documents. Most problems can be solved on the spot, and telling us late may limit what we are able to do.

17.2 If the matter is not resolved, please write to us within two months of the end of your trip, giving your booking reference and the details, at complaints@360privatetravel.com. We will acknowledge within seven days and reply substantively within one month.

17.3 Missing that deadline does not remove your statutory rights, but it may make a complaint harder to investigate.

17.4 If we cannot resolve the matter between us, you may bring it to the Geschillencommissie Reizen in The Hague, the independent Dutch travel disputes committee, on the terms set out in the ANVR Traveller Terms. You may also use the alternative dispute resolution body available to consumers in your own country. You remain free to go to court instead.

17.5 The European Online Dispute Resolution platform closed in July 2025 and is no longer available.

17.6 As an ANVR member we are covered by the ANVR compliance guarantee, which secures the payment of an award made against us by the Geschillencommissie Reizen.

Article 18. Your money and what happens if we fail

18.1 Money you pay us for travel arranged by 360 Private Travel B.V. is protected against our insolvency by **VZR Garant** (participant number 134322), Torenallee 20, 5617 BC Eindhoven, The Netherlands, in accordance with Article 19 of Directive (EU) 2015/2302. If we become insolvent, VZR Garant will refund

sums you have paid for services not yet provided and, where transport is included, arrange your repatriation.

18.2 This protection applies to you wherever you live in the European Union or the European Economic Area.

18.3 We are also a participant in the **Stichting Calamiteitenfonds Reizen** (participant number 4048), which contributes to the cost of curtailing or repatriating a trip affected by a declared calamity such as a natural disaster or political unrest. The Fund contribution appears separately on your invoice.

18.4 The details of both schemes, and how to claim, are set out in the ANVR Traveller Terms annexed to this document.

Article 19. Your personal data

19.1 We process your personal data in order to arrange and deliver your travel, and to meet our legal obligations. We share it with the suppliers who will look after you, which may involve transfers outside the European Economic Area where your itinerary requires it.

19.2 Our privacy notice explains what we collect, how long we keep it and how to exercise your rights under the General Data Protection Regulation. It is available at 360privatetravel.com and on request.

Article 20. Law, courts and language

20.1 Dutch law applies to your contract with us.

20.2 If you are a consumer, this does not deprive you of the protection of the mandatory consumer law of the country where you live. You may bring proceedings against us in the courts of that country, and we may bring proceedings against you only there.

20.3 This document is published in English, Dutch, French, Spanish and German. Each version is equally authoritative. If a difference in meaning affects your rights as a consumer, the version in the language in which you were given the document applies.

20.4 If any provision of these conditions is found to be invalid, the rest remain in force.

PART 3: YOUR KEY RIGHTS UNDER DIRECTIVE (EU) 2015/2302

This is the standard information required by law where the arrangements we sell you are a package. Your booking confirmation tells you whether they are.

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can reach the organiser.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices) and if that possibility is expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 per cent of the price of the

package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if the relevant costs decrease.

- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels it, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. 360 Private Travel B.V. has taken out insolvency protection with VZR Garant. Travellers may contact VZR Garant, Torenallee 20, 5617 BC Eindhoven, The Netherlands, if services are denied because of the insolvency of 360 Private Travel B.V.

Directive (EU) 2015/2302 as transposed into Dutch law: Title 7A of Book 7 of the Dutch Civil Code.

ANNEX: ANVR TRAVELLER TERMS

The ANVR Traveller Terms, in the edition in force at the date of your booking, are annexed to this document and form part of your contract as described in Article 3. They are published by the ANVR in Dutch, English, French and German, and are available at anvr.nl and on request from us.

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