

360 Private Travel LLC: Booking Terms and Conditions (United States)

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We are 360 Private Travel LLC, of 1688 Meridian Avenue, Suite 700, Miami Beach, Florida 33139, USA ("we", "us", "our"). Florida Seller of Travel Registration No. ST 700358. References to "you" and "your" in these booking terms mean all persons named on the booking (including anyone added or substituted at a later date).

Please note that clause 21 contains a binding arbitration agreement and a class action waiver, which affect how disputes between us are resolved. You may opt out of clause 21 as explained in it.

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. In many cases the principal's or supplier's terms and conditions will apply to your booking and we advise you to read these carefully as they contain important information about your booking. Please ask us for copies of these if you do not have them.

In arranging your travel we act as an agent for the suppliers named on your quotation, itinerary and confirmation. Our quotations and invoices name the supplier(s) for whom we act as agent.

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"). By making a booking, you agree to be bound by all of them.

The key terms of our agreement are: (1) you will enter into a binding contract with the principal(s) or supplier(s) detailed on your confirmation when we issue a confirmation statement; (2) if you then cancel your arrangements you will be required to pay cancellation charges, initially the deposit you paid, increasing up to 100% of the cost of the arrangements depending on when you cancel; (3) you can make changes to confirmed arrangements in certain circumstances and a charge may be made for processing any changes; (4) the principal(s) or supplier(s) may make changes to and cancel your confirmed arrangements, with compensation payable in certain circumstances; and (5) the principal(s) or supplier(s) are responsible for making sure your confirmed arrangements are not performed negligently, subject to limits and exceptions set out in these conditions and in their terms.

We endeavour to ensure the accuracy of all information and prices in our advertising material. Occasionally changes and errors arise and we reserve the right to correct them before your booking is confirmed. You must check the current price and all other information relating to the arrangements you wish to book before your booking is confirmed.

2. BOOKING DETAILS AND YOUR INFORMATION

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 be provided to public authorities such as customs or immigration if required by them or by law. This applies to any sensitive information that you give to us such as details of any disabilities or dietary and religious requirements. If we cannot pass this information to the relevant suppliers we will be unable to process your booking. In making a booking, you consent to this information being passed on to the relevant persons. Our privacy policy is available on our website or on request.

3. PAYMENT

A deposit of 20% of the total price of your arrangements is payable when you confirm your booking. The deposit is non-refundable except as set out in these conditions or where the law requires otherwise.

Where a supplier requires a higher deposit, or full payment of an element at the time of booking (for example certain villas, cruises, private yachts, published-fare flights or peak-season travel), we will show that amount on your quotation before you book, and it is payable at the time of booking in addition to the deposit. If your booking is later cancelled, we will retain any such additional amount only to the extent that the supplier does not refund it to us, and we will pass on any amount the supplier refunds.

Approximately 12 weeks before departure you will be sent a final request for payment of the balance, including any surcharges if applicable. Full payment is due no later than 10 weeks prior to departure. If your booking is made within 10 weeks of departure, full payment is due immediately. If the balance is not received by the due date, we will remind you and give you a further period to pay. If it is still not received 8 weeks before departure, we may treat your booking as cancelled by you, in which case the cancellation charges in clause 6 will apply.

4. THE COST OF YOUR ARRANGEMENTS

We reserve the right to amend the price of unsold arrangements at any time. Once your booking is confirmed, its price may be varied only 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 imposed by third parties not directly involved in the performance of the arrangements, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (c) the exchange rates relevant to your arrangements.

We will notify you of any increase with an explanation and a calculation. No increase will be made within 20 days of departure. If an increase is more than 8% of the total price of your arrangements, you may cancel your booking and receive a full refund of all money you have paid to us, except for any insurance premiums. If any of these costs fall, we will pass the reduction on to you. 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.

5. SPECIAL REQUESTS, DISABILITIES AND MEDICAL CONDITIONS

Please 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. A special request forms part of your arrangements only where we have confirmed it in writing; confirmation that a request has been noted is not confirmation that it will be provided.

If you tell us about a requirement after booking, we will do our best to meet it. If it cannot be met, the amendment or cancellation charges in clause 6 apply to any change or cancellation you then choose to make.

6. CANCELLATION AND AMENDMENT BY YOU

If you wish to alter any details of your arrangements after your confirmation statement has been issued we will do our best to make the alterations (although we cannot guarantee that alterations will be possible) provided we are informed in writing no later than 2 weeks prior to departure. The principal(s) or supplier(s) will charge the cancellation or amendment charges shown in their terms and conditions, which may be up to 100% of the cost of the travel arrangements. In the case of all cancellations your deposit will not be refunded, and once you have paid the balance it is unlikely that a supplier will make any refund, although we will pass on any refund they do offer.

In addition, for each alteration we may charge an administration fee of US\$100, which your advisor may waive, together with all costs and charges imposed by our suppliers. For flight inclusive bookings you must also pay the charges levied by the airline concerned; as most airlines do not permit name changes after tickets have been issued, these charges are likely to be the full cost of the flight. Some alterations requested within 2 weeks of departure may be treated as a cancellation, in which case the cancellation charges set out in this clause will apply.

Alterations whilst abroad are your own responsibility and no credit or refund is possible for unused services. If you cancel your arrangements after they have commenced, no refund will be given. Depending on the reason for cancellation you may be able to reclaim cancellation charges (less any applicable excess) under the terms of your travel insurance policy; claims must be made directly to the insurance company concerned.

7. CANCELLATION AND AMENDMENT BY THE PRINCIPAL(S) OR SUPPLIER(S)

Because arrangements are planned many months in advance, the principal(s) or supplier(s) must sometimes reserve the right to make changes to or cancel confirmed arrangements. Most changes are insignificant. If a significant change to the main characteristics of your arrangements has to be made, or your arrangements have to be cancelled before departure, we will contact you as soon as possible and, where there is time before departure, offer you the choice of: (i) accepting the changed arrangements; (ii) accepting the cancellation and receiving a refund of monies paid in accordance with the applicable supplier's terms; or (iii) accepting an offer of alternative arrangements of comparable standard where available. Compensation, where payable, is governed by the applicable supplier's terms and by the law applicable to your booking.

8. UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

Except where otherwise expressly stated in these booking conditions, we will not be liable or pay compensation if our contractual obligations to you are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them, the consequences of which could not have been avoided 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, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, epidemic, pandemic, fire, adverse weather, sea, ice and river conditions, and all similar events outside the relevant party's control. Official government advice to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

9. OUR RESPONSIBILITY TO YOU

We act as a booking agent for the principal(s) and supplier(s) who provide your travel arrangements. We do not own or operate any airline, hotel, cruise line, ground transportation provider or other supplier of travel services. We accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them, except as set out in these conditions and as required by law.

We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim which 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 which were unforeseeable or unavoidable; or (c) unavoidable and extraordinary circumstances as set out in these conditions. We cannot accept liability for any business losses. Where international carriage is involved, compensation may be limited by applicable international conventions, including the Montreal Convention (air) and the Athens Convention (sea). Nothing in these conditions limits any rights you may have under applicable state consumer protection law that cannot lawfully be limited.

10. INSURANCE

Many principals and 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 covering 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. We also recommend that your policy includes cover for supplier insolvency where available. If you choose to travel without adequate insurance cover, we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

11. FINANCIAL PROTECTION

We are registered as a Seller of Travel with the State of Florida, Department of Agriculture and Consumer Services, Registration No. ST 700358. Registration with a state as a seller of travel does not constitute approval or endorsement by that state.

We strongly recommend that you take out comprehensive travel insurance at the time of booking, including cancellation cover and, where available, supplier default protection. If you pay by credit card you may also have rights under the Fair Credit Billing Act and your card agreement in certain circumstances.

12. TRAVEL DOCUMENTS AND FINAL ARRANGEMENTS

Documents (e.g. invoices, tickets, insurance policies) will be sent to you electronically or by post. Once documents leave our offices we will not be responsible for their loss unless the loss is due to our negligence. If tickets or other documents need to be reissued, any charge made by the supplier will be passed on to you. 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.

13. FLIGHT INFORMATION, DELAYS AND DENIED BOARDING

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, which you must check carefully immediately on receipt. 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. 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.

If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, any compensation due to you under applicable passenger rights legislation must be claimed from the airline concerned. We have no liability to make any payment to you in relation to such matters, and the fact that a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements.

14. COMPLAINTS

If you have any reason to complain about any of the arrangements whilst away, please tell the supplier of the service in question immediately so that they have the opportunity to put things right, and let us know as soon as possible so that we can help.

If the matter is not resolved, please write to us at complaints@360privatetravel.com, quoting your booking reference and giving as much detail as you can. To help us investigate, please do this as soon as possible and ideally within 28 days of the end of your arrangements. A later complaint does not affect your legal rights.

15. 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 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 or to provide personal details as required. If failure to have any necessary documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us. Passengers should check passport and visa requirements with the embassy or consulate of the countries to or through which they intend to travel, and take up-to-date advice on health precautions well before departure. For US government travel advice, please check the US Department of State travel advisories (travel.state.gov) regularly ahead of travel, as advice can change. All passengers should also review entry, visa and health requirements for their destination.

16. CONDITIONS OF SUPPLIERS

The services which make up your arrangements are provided by independent suppliers whose terms and conditions will apply. Those 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 us or the supplier concerned.

17. BEHAVIOUR

You are responsible for ensuring that you and all members of your party behave in a way that does not cause danger, distress or damage to others or to property. If your behaviour, or that of anyone in your party, causes or is likely to cause danger, distress or damage, we, our agents or our suppliers may terminate your arrangements. In that case our responsibility to you will cease immediately, you will not be eligible for any refunds or compensation, and you will be liable to reimburse us for any expenses we incur as a result.

18. EXCURSIONS, ACTIVITIES AND INFORMATION ACCURACY

We may provide you with information about activities and excursions available in the area you are visiting. We have no involvement in any such activities or excursions, which are neither run, supervised nor controlled in any way by us; they are provided by local operators or other third parties who are entirely independent of us and do not form any part of your contract with us, even where we suggest particular operators or assist you in booking them. We cannot accept any liability in relation to such activities or excursions. We do not, however, exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury. In certain situations, such as safari or trekking holidays, you may be asked by the supplier to sign an indemnity waiver form locally; please ask us in advance if you would like details.

19. STATE-SPECIFIC DISCLOSURES

Florida residents: 360 Private Travel LLC is registered with the State of Florida as a Seller of Travel, Registration No. ST 700358.

Residents of other states: certain states give purchasers of travel additional rights, including disclosure and refund rights under state seller of travel laws. Nothing in these conditions limits any such right. Where your state requires specific information to be given to you, we will provide it with your booking confirmation.

20. GOVERNING LAW AND JURISDICTION

These booking conditions and any dispute, claim or other matter arising between us are governed by the laws of the State of Florida, without regard to its conflicts of law rules, save where mandatory provisions of the law of your state of residence provide otherwise. Subject to clause 21, both parties submit to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida.

21. ARBITRATION AND CLASS ACTION WAIVER

Please read this clause carefully. It affects how disputes between us are resolved.

- 21.1 Agreement to arbitrate.** Except for claims that qualify for a small claims court, any dispute, claim or controversy arising out of or relating to these booking conditions, your arrangements or our services will be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules then in effect. The Federal Arbitration Act governs the interpretation and enforcement of this clause.
- 21.2 Where and how.** The arbitration may be conducted by video conference, by telephone or on written submissions. Any in-person hearing will take place in Miami-Dade County, Florida, or, if you ask, in the county where you live.
- 21.3 Fees.** We will pay the filing, administration and arbitrator fees to the extent the AAA Consumer Arbitration Rules require the business to pay them.
- 21.4 Class action waiver.** Claims may be brought only in your or our individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated or representative proceeding. The arbitrator may not consolidate the claims of more than one person.
- 21.5 Small claims.** Either of us may bring an individual claim in a small claims court instead of arbitration, provided the claim stays in that court.
- 21.6 Your right to opt out.** You may opt out of this clause 21 by emailing complaints@360privatetravel.com with the subject "Arbitration opt-out", your name and your booking reference, within 30 days of the date of your booking confirmation. If you opt out, clause 20 applies to any dispute.
- 21.7 If this clause is unenforceable.** If the class action waiver in clause 21.4 is found to be unenforceable in relation to any claim, that claim will not be arbitrated and will instead be decided by the courts identified in clause 20.

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