

## GENERAL TERMS & CONDITIONS TO THE TRAVEL PACKAGE CONTRACT

### 1. INTRODUCTION

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and of the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta). Therefore, you will benefit from all EU rights applying to packages.

The Travel Package Contract, also hereinafter referred to as the 'Contract', comprises these General Terms and Conditions. These General Terms and Conditions have been laid out to ensure that the transaction between Travel Organizer / Retailer and the client is clear and fair to both parties. These conditions cover virtually every aspect of your holiday from the moment you book to the moment you arrive back home. As we want everyone to know where they stand with us, these General Terms and Conditions clearly spell out our obligations to you and your commitments to us when you book a travel package with us from our brochure or from [www.evolutiontravel.uk.com](http://www.evolutiontravel.uk.com) hereinafter the 'Site'.

### 2. LEGISLATION

The sale of Travel Package under these General Terms and Conditions, with the aim of providing services both on Italian national territory and abroad, is regulated by Maltese Law and/ or in accordance with the application of foreign law as applicable under the rules of private international law.

### 3. DEFINITIONS

For the purpose of these terms and conditions the terms listed below shall have the following meaning:

- a) Travel Organizer: shall mean the person who, in his own name and upon receipt of the payment of an inclusive price, undertakes to procure travel package to third parties, fulfilling the combination of the elements mentioned in point 4) below or offering the Traveller, also by means of an online system, the possibility to accomplish autonomously and purchase such a combination;
- b) Travel Retailer: the person who sells or undertakes to procure travel package in accordance with point 4) below, upon receipt of the payment of an inclusive price, even where this person does not exercise such activity on a professional basis or not;
- c) Traveller: the buyer, the assignee of a travel package or any other person, even if not yet nominated, on condition that said person meets all the requirements set forward to benefit from the service, and on behalf of whom the principal contracting party undertakes to purchase travel package without receiving any payment.

### 4. THE NOTION OF TRAVEL PACKAGE

The definition of a tourist package is as follows: the combination of at least two different types of tourist services, such as:

1. passenger transport;
2. accommodation which is not an integral part of passenger transport and is not intended for residential purposes or for long-term language courses;
3. rental of cars, other vehicles or motor vehicles and requiring a category A driving license;
4. any other tourist service which does not form an integral part of one of the tourist services referred to in numbers 1), 2) or 3), and is not a financial or insurance service, for the purposes of the same trip or holiday, if verify at least one of the following conditions:
  - a) such services are combined by a single professional, including at the request of the traveler or in accordance with his selection, before a single contract is concluded for all services; or
  - b) regardless of the fact that separate contracts are concluded with individual tourist service providers, these services are:
    - b.1) purchased at a single point of sale and these services have been selected before the traveller consents to payment;
    - b.2) offered, sold or billed at a flat or global price; b.3) advertised or sold under the designation "package" or similar name;
    - b.4) combined after the conclusion of a contract with which the trader authorizes the traveller to choose between a selection of different types of tourist services; or
    - b.5) purchased from separate professionals through linked online booking processes where the name of the traveller, the details of the payment and the e-mail address are transmitted by the professional with whom the first contract is concluded to one or more other professionals and the contract with the latter or the latter is concluded no later than 24 hours after confirmation of the booking of the first tourist service.

### 5. OBLIGATORY INFORMATION FOR THE TRAVELLER

Before the Contract is concluded the Travel Organizer / Retailer shall provide the Traveller with the following information in writing or in some other appropriate form:

1. general information about passport and visa requirements for which apply to purchase of the package, including information about the length of time it is likely to take to obtain the appropriate passports and visas;
2. health formalities required by national administrations for the country of destination [ journey and the stay;] [as provided in the fact sheet]
3. in the event of insolvency, the arrangements for security for the money paid over and, where applicable, for the

repatriation of the Traveller. Moreover, in good time before the start of the journey the Travel Organizer and/or the Travel Intermediary shall provide to the Traveller in writing the following information:

1. where the package includes a transport component, the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections. Where the exact time is not yet determined, the organizer and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return; as well as details of the place to be occupied by the Traveller, including cabin or berth on ship, sleeper compartment on train;
2. the name, address, telephone number and e-mail address – of the representative of the Travel Organizer in the locality where the Traveller is to stay, or if there is no such representative of an agency in that locality, the person on whose assistance a Traveller in difficulty would be able to call, or, if there is no such representative or agency, a telephone number or other information which will enable the Traveller to contact the Travel Organizer during the stay;
3. were minors, unaccompanied by a parent or another authorized person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay, and
4. information on the optional conclusion of an insurance policy to cover the cost of cancellation by the Traveller or the cost of assistance, including repatriation, in the event of accident or illness.
5. the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
6. the meal plan;
7. visits, excursion(s) or other services included in the total price agreed for the package;
8. where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;
9. where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out;
10. whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;
11. the minimum number of persons required for the package to take place and the time-limit, referred to in section 9 before the start of the package for the possible termination of the contract if that number is not reached;

The Travel Organizer shall supply the Traveller with a written copy of the Contract and these Terms and Conditions. Such copy is sent to the Traveller by the Travel Organizer via email.

## **6. BOOKINGS**

The proposal for a booking shall be set out in writing or in such other form as is comprehensible and accessible to the Traveller, also in electronic format, and is communicated to Traveller before the Contract is concluded. The Traveller accepts these Terms and Conditions in the name of all interested persons

The traveler must provide all the necessary data for the processing of the reservation and payment.

The acceptance of the booking proposal will be complete upon issuance of the Contract which, will be set out in writing, or in such other form as is comprehensible and accessible to the Traveller and are communicated to him before the Contract is concluded. A written copy of the Contract will also be supplied to the Traveller.

## **7. PAYMENT**

When making a booking the Traveller must:

a) If a request for reservations was made more than 35 days prior to the date of departure (35th day excluded), full payment or a deposit of 25% of the price of the Travel Package shall be made and the remaining balance shall be paid within 35 days from the departure date by:

- credit card,

- bank transfer to the bank details communicated on e-mail by Evolution Travel.

In the event where there is the need to issue the air ticket at the time of flight booking, the cost thereof shall be paid on confirmation of the booking by Traveller in addition to the amount due under the above paragraph.

b) If a request for reservation is made in less than 35 days prior to the departure date, you are requested to make payment of the full amount due in one or more solutions, choosing from the methods indicated on the Site during the booking process.

If for any reason Traveller fails to pay the sums in accordance with the provisions herein, and on the agreed dates, Evolution Travel reserves the right to cancel the booking as stipulated in clause 9 below.

In the event that the reservation does not get confirmed by the Travel Organizer, prompt notice will be given to the Traveller and Travel Organizer will proceed by refunding the amount the Traveller has paid for the reservation of the Travel Package. If the payment was made by credit card, the amount will be refunded directly to the same credit card used by Traveller at the time of booking (the amount will be refunded within 30 days from the Traveller's request). If payment is made via bank transfer, the Traveller will provide Evolution Travel with his/her bank details in order to proceed with the refund.

## **8. PRICE**

The price of the Travel Package is laid down in the Contract and can be modified at any time up to 20 days prior to departure and only to allow for variations in:

- a) transport costs, including the cost of fuel or other power source
- b) dues, taxes or fees chargeable for services imposed by third parties not directly involved in the performance of the package, such as tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or
- c) the exchange rates which apply to the particular Travel Package.

For the calculation of these changes in price, Evolution Travel will refer to the parameters identified by it, and communicated to the Traveller in the Fact Sheet.

If the price increase referred to above exceeds 8% of the total price of the package, the following shall apply:

In the event that before the start of the package, the organizer is constrained to alter significantly any of the main characteristics of the travel or cannot fulfil the special requirement], or proposes to increase the price of the package by more than 8% , the traveller may within a reasonable period specified by the organizer:

(I) accept the proposed change; or

(II) terminate the contract without paying a termination fee:

Provided that if the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organizer, if possible of an equivalent or a higher quality. The organizer shall without undue delay inform the traveller in writing of:

(I) the proposed changes referred to above and, where appropriate, their impact on the price of the package;

(II) a reasonable period within which the traveller has to inform the organizer of the decision;

(III) the consequences of the traveller's failure to respond within the period referred to in paragraph (ii), in accordance with applicable national law; and

(IV) where applicable, the offered substitute package and its price.

Where the changes to the package travel contract referred to or the substitute package referred to result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction. If the package travel contract is terminated, and the traveller does not accept a substitute package, the organizer shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated.

Irrespective of its extent, a price increase shall be possible only if the organizer notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.

## **9. CHANGES TO, AND CANCELLATION OF, THE TRAVEL PACKAGE BEFORE DEPARTURE**

Where the Travel Organizer and/or Travel Intermediary is constrained, before the departure to significantly alter an essential term of the Contract it shall notify the Traveller as quickly as possible, indicating the provision in the Contract specifying the alternations made and their impact on the price. The Traveller needs to inform the Travel Organizer and/or Travel Intermediary of his decision as soon as possible and in any case not later than two (2) working days from the notification by the Travel Organizer of the changes.

If the Traveller does not accept the proposed change, he or she can exercise the right to either receive a refund of the sum already paid or have his or her Travel Package exchanged for a substitutive Travel Package in accordance with article 12 below.

Should the cancellation of the contract be due to circumstances other than unforeseeable circumstances, force majeure, failure to reach the minimum number of travellers or non-acceptance of the substitutive Travel Package by the Traveller, the Travel Organizer shall refund the Traveller a sum corresponding to double the sum paid by the same Traveller and/or received by the Travel Organizer from the Travel Intermediary. The refundable amount will never exceed the double of the amount which the Traveller would have been paid under Article 10 below if the Traveller had to cancel the Travel Package. The organizer may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if: the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organizer notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than: 20 days before the start of the package in the case of trips lasting more than six days; 7 days before the start of the package in the case of trips lasting between two and six days; 48 hours before the start of the package in the case of trips lasting less than two days;

## **10. CHANGES AFTER DEPARTURE**

Where, after departure, Travel Organizer is unable to supply a significant proportion of the services included in the Contract, or the Travel Organizer becomes aware that he will be unable to procure a significant proportion of the services included in the Contract for any reason other than the fault of the Traveller, he shall make suitable alternative arrangements at no additional cost to the Travellers for the continuation of the Travel Package and will where appropriate compensate the Traveller for the difference between the services to be supplied under the Contract and those actually supplied. If impossible to make arrangements as described in the paragraph above, or these are not accepted by the Traveller on reasonable grounds, the Travel Organizer shall, where appropriate, provide the Traveller with equivalent transport back to the place of departure or to another return place to which the Traveller has agreed and shall compensate the Traveller accordingly.

## **11. TRANSFER OF BOOKINGS / SUBSTITUTION**

If the Traveller is unable to enjoy the Travel Package the Traveller may transfer his booking to a person who satisfies applicable conditions of the Travel Package provided that the Traveller gives reasonable notice in writing (at least 7 working days prior to departure date) of his intent to transfer the booking to the Travel Organizer and / or Travel Retailer prior to the specified departure date. The Travellers shall promptly provide the details of the person substituting him/her. The transferor and the transferee shall be jointly and severally liable for the payment of the price of the Travel Package or, if a deposit has already been paid, for payment of the balance and, for any additional fees, charges or other costs arising from such transfer. The organizer shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organizer due to the transfer of the package travel contract. The organizer shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

## **12. TERMINATION OF THE CONTRACT BY THE TRAVELLER**

The Traveller may terminate the contract at any time before the start of the package without incurring any penalties if:

a) **the price mentioned in Article 8 above increases by more than 8%;**

b) In the event that the Travel Organizer and/or Retailer is compelled, prior to departure, to make a significant modification to an essential term of the Contract, and such modification is not accepted by the Traveller;

In the circumstances listed above the Traveller has the right to either:

- be offered a substitutive Travel Package without having to pay the difference in price, or obtain a refund of the difference in price if the substitutive Travel Package is cheaper than the one first chosen; or

- obtain a refund of the sum already paid under the Contract.

The Traveller must communicate their decision (either to accept the substitute package or to terminate the Contract) to the Travel Organizer and/or Travel within two (2) working days from the moment the same Travel Organizer and/or Retailer has sent the notice of increase or modification.

If the Traveler fails to communicate their decision to the Travel Organizer and/or Travel Intermediary within the deadlines indicated, the proposal for the increase or modification by the Travel Organizer and/or Retailer shall be deemed accepted by the Traveler. These terms expressly exclude the right of withdrawal for the Traveler as offered for distance contracts and off-premises contracts.

If the Traveller terminates the Contract before departure owing to circumstances other than those mentioned above and independently of any payment done in accordance with Article 7 above, he/she shall bear the payment of the applicable individual booking fee, the penalty stipulated in the Fact Sheet of the catalogue or of the travel program not forming part of the catalogue or of any custom made trip, the cost of the insurance cover which was requested upon conclusion of the Contract or for any other services already provided. In the case of groups, such sums will be agreed upon from time to time and upon signature of the Contract.

Notwithstanding the above, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination. In the event of termination of the package travel contract under this paragraph, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

The organizer shall provide any refunds or reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.

## **13. THE TRAVELLER'S OBLIGATIONS**

During the negotiation and, in any case, before the execution of the contract, the Travel Organizer and/or Travel Intermediary shall provide the Traveller in writing, with all the general information pertaining to the health formalities required by national administrations for the journey and the stay and general information about travel documents which are necessary for the trip (passport and visa). This information will be up-to-date at the time of printing of the Travel Package catalogue / brochure and also on the Site.

In any case the Traveller shall, before the date of departure, ensure that he /she has checked all relevant and updated information via the competent authorities.

All citizens will receive the corresponding information through their diplomatic representation at their intended destination and / or their official government information channels of their country.

Should the Traveller fail to obtain the information detailed in the previous paragraph, the Travel Organizer or Intermediary cannot be held responsible for the Traveller's impossibility to depart.

The Traveller shall communicate to the Travel Organizer and/or Intermediary his or her nationality and, at the time of departure, he or she shall make sure of being in possession of all the necessary vaccination certificates, a valid passport and any other document which is necessary to travel into and out of the countries in the itinerary, as well as all the travel visas and the health certificates which may be requested.

Furthermore, the Traveller shall respect all the customary rules of diligence and caution and all the specific rules in place within the countries of travel, all the information provided by the Travel Organizer, and all the regulation and administrative or legislative provisions regarding the Travel Package. The Traveller will be liable for any and all the

damages which the Travel Organizer and/or the Travel Intermediary may incur due to the non-compliance with the obligations herein, including any incurred repatriation expenses.

At the time of the booking of the Travel Package, the Traveller shall communicate in writing to the Travel Organizer any special requirements, which may be regulated by specific agreements if they can be satisfied.

However, the Traveller is obliged, when making the booking, to inform the Travel Organizer and/or the Travel Intermediary about any requirement or special conditions (for example: pregnancy, food allergies, disabilities and so on) and to clearly specify the request for this personalized services.

#### **14. HOTEL CLASSIFICATION**

The official hotel classifications are provided on the basis of the official and explicit information received by the competent authorities in the countries where the hotels are located.

Where official classification has not been assigned to the hotels by the competent public authorities in the countries where the hotels are located, even if these countries are member states of the EU, such classification shall be established by the Travel Organizer on the basis of proper valuation criteria and quality standards.

#### **15. LIABILITY**

The Travel Organizer is liable to the Traveller for the proper performance of the obligations under the Contract, irrespective of whether such services are to be performed directly by the Travel Organizer or other suppliers of services, unless the Travel Organizer proves that the failure to perform the Contract is attributable to the Traveller or such failures to perform the Contract are attributable to a third party unconnected with the provision of the services contracted for and are unforeseeable or unavoidable, or such failures are due to:

1. unusual and unforeseeable circumstances beyond the control of the Travel Organizer or other supplier of services, the consequences of which could not have been avoided even if all due care had been exercised; or
2. an event which the Travel Organizer or the supplier of services, even with all due care, could not foresee or forestall.

The above reasons shall not affect any right of action by the Travel Organizer against the Retailer or the third-party service providers.

Provided that when a package travel contract is sold by a retailer, the retailer is also responsible for the performance of the package.

#### **16. COMPENSATION LIMITS**

The applicable compensation limits, and the relevant periods of limitation, applicable to damage arising from the non – performance or improper performance of the services involved in the Travel Package are subject to the set limits, of the International Convention on Travel Contracts (CCV).

#### **17. ASSISTANCE OBLIGATION**

The Travel Organizer shall provide the Traveller with appropriate assistance without undue delay to the Traveller in difficulty, applying professional diligence, exclusively in relation to their contractual and legal obligations, including in the following circumstances:

As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organizer shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in European Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

In particular by:

- (a) providing appropriate information on health services, local authorities and consular assistance; and
- (b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

The organizer shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organizer.

The limitation of costs referred to in the preceding paragraph shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006 of the European Parliament and of the Council, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organizer has been notified of their particular needs at least 48 hours before the start of the package. The organizer may not invoke unavoidable and extraordinary circumstances to limit the liability under sub-regulation (7) if the relevant transport provider may not rely on such circumstances under applicable European Union Legislation.

The Travel Organizer and Travel Intermediary are not deemed liable for the non-performance or partial performance of the Contract when this arises from circumstances which are attributable to the Traveller, unforeseeable or unavoidable circumstances, unforeseeable incidents, or force majeure.

## **18. COMPLAINTS AND CLAIMS**

The Traveller must, as quickly as possible and without unnecessary delays, taking into account the circumstances of the case, communicate to the Organizer/Retailer any lack of conformity [non-performance] that they perceive during the execution of the package, in writing or in any equivalent form, so that the Organizer/Retailer can remedy it without any further delay.

Regardless of the Traveller's obligations set forth in this Agreement, the Traveler must, in any case, file a complaint by sending a registered letter with acknowledgment of receipt to the Organizer or Retailer within ten (10) working days from the date of return to the place of departure.

The Organizer will provide the Traveller with information regarding any existing complaint handling procedures and mechanisms for alternative dispute resolution (ADR) in accordance with D.Lgs. of September 6, 2005, No. 206. If applicable, the Organizer will also inform the Traveller about the ADR body to which the professional is subject and the online dispute resolution platform under Regulation (EU) No. 524/2013.

## **19. INSURANCE FOR CANCELLATION AND REPATRIATION EXPENSES**

If not included in the price of the holiday, it is possible, and advisable, to take out a special insurance policy to cover expenses due to cancellation of the Travel Package, or the cost of assistance, including repatriation, in the event of accident, illness or death, injuries/ healthcare, loss and/or damage of baggage, at the time of booking at the Travel Organizer's or the Intermediary's premises.

The Traveller's rights arising from the insurance policies mentioned herein shall be exercised by the Traveller directly against the relevant insurance companies in accordance with the terms and conditions set forth in the relevant insurance policies. Travel Organizer / Intermediary, notwithstanding its assistance obligation, can refuse the request to Travel Package in cases where the Traveller cannot prove to be in possession of a suitable insurance policy covering health care and/or repatriation expenses.

– [Top 202526062](#)

– [Base 202526059](#)

– [Interruzione Plus 202441705](#)

## **20. PRIVACY AND DATA PROTECTION**

For the purposes of this Article 20, the 'Traveller' and any data subject shall be referred to as 'you / your'. This clause also covers Evolution Travel's relationship with any data subject of whose personal data we have acquired or been entrusted with pursuant to the service offered herein. .

The Data Protection Act (Chapter 586 of the Laws of Malta) and the General Data Protection Regulation (Regulation 2016/679) provides for the legislative framework for the protection and processing of personal identifiable information in relation to processing of personal data.

It is agreed that due to the nature, extent and type of service being rendered in terms of this Contract, Evolution Travel will have direct or indirect access to your personal data. For the purposes of the terms of this Contract, 'personal data' shall refer to all data, information, text, drawings and other materials which are embodied in any electronic, optical, magnetic or tangible medium and which is supplied to Evolution Travel by yourself, which Evolution Travel is required to generate, collect, process, store or transmit in connection with this Contract. Evolution Travel hereby informs you that any personal data disclosed for the purposes of this Contract will be processed and stored by Evolution Travel in accordance with the rules and procedures described in the Data Protection Act (Chap 586 of the Laws of Malta) and EU's the General Data Protection Regulation (Regulation 2016/679) as may be amended and updated from time to time. For the purposes of this Contract, "Processing" shall refer to any operation or set of operations which is performed on personal data or on sets of personal data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Evolution Travel warrants that your personal data will be processed fairly and lawfully and will not be processed for any purpose that is incompatible with the services being provided herein.

Evolution Travel uses appropriate administrative, technical, and physical measures to safeguard your personal information against loss, misuse, theft, modification, disclosure or destruction of your personal data. We restrict access to personal information to Evolution Travel Ltd.'s employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations.

Any such data may be disclosed to third parties and/or employees and/or subsidiaries and/or affiliates of Evolution Travel (for instance the competent authorities, the insurance companies, correspondents or Evolution Travel's local representatives, suppliers of services for part of the Travel Package services) for the performance of Evolution Travel's obligations under this Contract and to ensure proper execution of the Contract which is being signed between Evolution Travel and yourself.

Your personal Information and specifically your financial information will be processed by third parties, including regulated financial institutions to facilitate the financial transactions between you and Evolution Travel. The financial institutions carrying out this process may be situated outside of the European Union. If the third party processing your

information is situated in the USA or any other nation which does not form part of the European Union, Evolution Travel has taken all necessary precautions to ensure that the third party abides by the same standards as laid down by the GDPR regulations and any other standards which Evolution Travel is bound by. Evolution Travel ensures that any third party applies the same standards of protection when processing personal information of its clients even if situated outside the European Union zone.

Evolution Travel hereby informs you that you have the right to receive confirmation that your personal information is being processed and may request access to the said personal information, unless otherwise restricted or prohibited by law. You may further request a copy of such information obtained by us - such request may be made verbally or by electronic means. We will provide a copy of such in a commonly used electronic form. You may review your personal information which we hold on yourself for you to be able to verify the lawfulness of the processing of data carried out by Evolution Travel. When you become aware of any inaccurate or incompleteness in your personal information, you may further request Evolution Travel or any other person processing your data on Evolution Travel 's behalf to amend/rectify/remove any of the data which is not accurate, or which due to change in circumstances has become inaccurate. You hereby agree and understand that from time to time you may be asked by Evolution Travel to confirm the accuracy of your personal data as held by Evolution Travel and that Evolution Travel shall in no manner be held responsible for your failure to notify it of any changes in your personal data in accordance with the above –indicated procedure. The personal data in any case may be deleted at any time you request, subject to any legal requirements or legal obligations which oblige Evolution Travel to keep your personal data. You have the right to restrict and also object to the processing of personal data. Kindly note that any refusal or restriction on your end, to provide Evolution Travel with the necessary personal data, might hinder the possibility to conclude this Contract and to provide the Travel Package services.

We will retain your personal data for as long as we believe that such information is necessary to fulfil the purposes for of this Contract except as otherwise allowed or required by applicable laws and regulatory requirements.

By signing this Contract, you declare to have received complete information in relation to data processing we do, and that and EU General Data Protection Regulation (Regulation 2016/679). You are also consenting to the processing of your personal data in order for us to provide you the service and also in accordance to the provision set forth in this agreement, in our Privacy Policy as may be updated from time to time and as permitted under the mentioned legislation and EU General Data Protection Regulation (Regulation 2016/679).

## **21. SCHEDULES, ATTACHMENTS, ADDENDUMS, APPLICABLE LAW AND JURISDICTION**

Any schedules, attachments and addendums to this Agreement shall form an integral part thereof and shall be read, construed, understood and are applicable as one document. This Agreement shall be interpreted and construed in accordance with Maltese Law and the Maltese Courts/Tribunals shall have exclusive jurisdiction over any claim or dispute arising under this Agreement.

## **22. INSOLVENCY PROTECTION**

Evolution Travel adheres to the VACANZE GARANTITE® consortium guarantee fund for all its Members, Travel Agencies, Tour Operators, Networks, and Distribution Networks, in order to ensure peace of mind to its Traveler Clients regarding their paid amount for the organized travel package in case of insolvency. The VACANZE GARANTITE® consortium fund protects the Traveler in case of insolvency or bankruptcy of its Consortium Members and fulfills what is established by Article 47 of D.lgs. n. 62 of May 21, 2018, for the organization and resale of tourist services called "packages".

References:

[info@vacanzegarantite.it](mailto:info@vacanzegarantite.it)

[www.vacanzegarantite.it](http://www.vacanzegarantite.it)

## **23. SPECIFICATIONS FOR GIFT CARDS**

The Gift Card is a digital card containing a prepaid non-nominative voucher which entitles the Beneficiary to take advantage of the discount provided on the Gift Card itself to purchase the service offered by Evolution Travel Ltd and the related digital product. The Gift Card consists of an alphanumeric code that will be communicated via email after the purchase.

Gift Cards can be combined and spent in multiple solutions.

The Customer can pay by credit card or another prepaid card. In case of payment by credit card, the credit card data will not be processed in any way by Evolution Travel Ltd but directly by Paypal or Stripe which will manage them with the utmost confidentiality. Evolution Travel Ltd is not responsible for any fraudulent or illegal use that may be made by third parties of credit cards at the time of payment.

Gift Cards have an unlimited validity; therefore, they are not subject to expiry.

The Gift Card can be used by the person who purchased it or it can be given to another person who will be able to benefit from the voucher.

## **Addendum A**

### **GENERAL TERMS AND CONDITIONS TO THE CONTRACT FOR THE SALE OF SINGLE TOURISTIC SERVICES**

#### **A) LEGAL PROVISIONS**

**The agreements offering only transportation service, only accommodation services, or each other separate touristic service, being unable to be configured as a Travel Package, are regulated by the following provisions of the International Convention on Travel Contracts 'CCV' namely, art. 1, nr. 3 and nr. 6; art. 17 – 23; art. 24 – 31, (limitedly to the parts of these provisions that are not referring to the Travel Package Contract) as well as by other agreements specifically referring to the sale of each single touristic service.**

The Travel Organizer / Intermediary, including those instances where the sale of single touristic service is done via an electronic manner, is bound and will provide the Traveller with a copy of the Contract relative to the purchase of such single touristic services which the Traveller has paid for.

#### **B) TERMS OF AGREEMENT**

The following clauses of the General Terms and Conditions to the Travel Package Contract listed above, are also applicable to these types of single touristic services agreements namely: art. 6 section 1; art. 7 section 2; art. 13; art. 18. The application of the above-mentioned clauses does not absolutely imply that the services being offered are a type of Travel Package. The terminology used in the clauses cited herein relate to the Travel Package Contract (ex: Travel Organizer, etc) and are to be understood with reference to the corresponding terminology used in the agreement for the sale of each separate touristic service (ex: Seller, Accommodation, etc).

#### **C) LOCAL TRIPS**

The trips, the services and the performances acquired by the Traveller whilst at the place of destination and not included in the Travel, Package price are extraneous to the object of the related agreement signed by Evolution Travel Ltd as Travel Organizer.

Therefore, no responsibility can be attributed to Evolution Travel Ltd as Travel Organizer or broker of touristic services, including in those cases where, as a courtesy, local residents, or correspondents would have taken care of booking such trips.

#### **D) OBLIGATORY INFORMATION IN COMPLIANCE WITH SUBSIDIARY LEGISLATION 499.24 OF THE LAWS OF MALTA:**

The air carriers and those belonging to States adhering to the Montreal Convention of 1999 are subject to the following responsibilities:

1. The carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
2. For damages arising under paragraph 1 above not exceeding 100,000 Special Drawing Rights (equal to about €120,000.00) for each passenger, the carrier shall not be able to exclude or limit its liability.
3. The carrier shall not be liable for damages arising under paragraph 1 above to the extent that they exceed for each passenger 100,000 Special Drawing Rights (equal to about €120,000.00) if the carrier proves that:  
(a) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or  
(b) such damage was solely due to the negligence or other wrongful act or omission of a third party.

In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1,000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

The carriers belonging to Countries not adhering to the Montreal Convention might apply responsibility rules other than the ones mentioned above.

A synthesis of the main provisions regulating the responsibilities of the carriers collaborating with Evolution Travel is available upon request from our offices.

The name of the air carrier is specified in the passenger ticket; the eventual variations shall be communicated to the Traveller promptly, in compliance with Subsidiary Legislation 499.24 of the Laws of Malta.

The responsibility of the Travel Organizer vis-à-vis the Traveller, is and remains, regulated by the Consumer Affairs Act of the Laws of Malta and by the above General Terms and Conditions.

## **Addendum B**

### **Technical Sheet for packages with Evolution Travel LTD:**

- The below forms an integral part of the General Terms and Conditions to the Travel Package Contract.
- Booking fee €40.00 per person and in the case of groups, €25.00 per person.



- Details of Technical Organization:

Name: Evolution Travel Limited,

Address: 1st Floor, Suite 3, Central Business Centre, Mdina Road

City: Zebbug

Country: Malta

Email: [contatti@evolutiontravel.it](mailto:contatti@evolutiontravel.it)

- Authorized Travel Agency under the provisions of Maltese Law.

Tour Operators and/or Travel Agents Combined Liability Insurance – Policy Certificate Number P45L000280 and P41003322 – in accordance with the provisions of Maltese law. The validity of the packages offered can be seen on the Site.

- The name of the carrier that will carry out / the flight / s is indicated in the online operating on the package chosen and will / year repeated in the travel documents and travel documents that are delivered before departure. Any changes will be communicated forthwith by Travel Organizer.

- Official information of a general nature on foreign countries – including those related to the security situation also in relation to health formalities and travel documents required for access – are provided by the Ministry of Foreign Affairs of the home country of the Traveller. Because such official information is subject to change and updates, the Traveller shall consult these sources before purchasing the Travel Package.

- Any change requested by the Traveller after the confirmation of the services included in the Travel Package will be executed by Travel Organizer against a fee to the Traveller of EUR 65.00. In addition to this fee, the Traveller may also incur further penalties in relation to the cancellation of flights (such as special fees, instant purchase, low cost and scheduled flights) which will eventually be imposed by the Airline company involved.

- The Traveller who needs to modify the Travel Package purchased or the name of / the beneficiary / ies of the Travel Package shall communicate this to Travel Organizer, and Travel Organizer will verify with third party providers the ability to make the required changes, subject to providing the Traveller with notice of any additional costs involved to make the requested changes. Third party providers may refuse the requested change or name change even if the request for a change was submitted by the Traveller within the time frame stipulated in Article 11 of the General Terms and Conditions. In such cases, the Travel Organizer will not be responsible for any rejection of the changes requested by the third party service providers. Such rejection by third party providers will be promptly notified by the Travel Organizer to the Traveller/parties concerned before departure.

- The Traveller who withdraws from the Contract before the departure, except in those cases listed in Article 12 of the General Terms and Conditions and independently of any advanced payment made in accordance to Article 7 of the General Terms and Conditions and regardless of the payment of the costs, administrative costs, and/ or insurance premiums, will be charged the following penalties:

a) The booking fee of €40.00 per person and in the case of groups, €25.00 per person

b) The Premium for the Insurance Cover

c) The following percentages of the total fare of the Travel Package:

- 25% from the day of the booking up to 31 calendar days before departure;

- 50% from 30 up to 20 calendar days before departure;

- 75% from 19 up to 15 calendar days before departure;

- 100% from 14 up to 0 calendar days before departure

d) In addition to the percentages stipulated above, further penalties related to not refundable services and air tickets may be incurred such as special fees, instant purchase, low cost and scheduled flights.

It is also hereby specified that:

- any reference to days is always intended to refer to Calendar days;

- In relation to specific destinations, specific services, pre constituted groups or for specific travel arrangements, the above mentioned penalties may be increased with major variations;

- In relation to specific touristic and non-touristic services, the penalties imposed may be a 100% of the total fare, at the moment the proposition or booking cannot be revoked, or upon the confirmation of booking by the Tour Operator, such penalties shall be specified in the documents relating to the out of catalogue programs or to the custom-made trips or to travels and services in general which are not fully or partially included in the present on-line catalogue.

- In any case, the Traveller who decides to terminate the Contract unilaterally (whether flights / transportation or accommodation or other services purchased) is not entitled to any refund of fees already paid.

- The above penalties should also be paid by those Traveller/s who could not make the trip due to missing or irregularities in the travel documents.

- Evolution Travel 's Travel Package programs are based on time schedules, exchange rates, airport and transportation fees and costs of the ground services, in force at the moment when the booking proposal is made. The exchange rates used for Evolution Travel's Travel Packages are the ones established by the European Central Bank.

- The price of the Travel Package communicated to you upon confirmation of the booking, may be increased up until 20 days before the departure date, solely in the cases specified in Article 8 of the General Terms and Conditions and any differences in the exchange rate from the rate which was applied on the day of confirmation of booking may have the following consequences:

75% on the total fare for scheduled flights;

65% of the total fare for charter flights;

100% of eventual supplements, independently of the type of travel;

100% in case of shares solely related to 'ground services'

The above percentages will also be applicable in the case of pre-organized groups or 'ad hoc' travels unless such percentages are quoted differently in the applicable Travel Package Contract.

Any change in price will be communicated to you in writing by the Travel Organizer/ Intermediary within the above stipulated time frame.

It is possible to benefit from a service which will guard against changes in the exchange rate by making a payment of 40.00 euros per individual or 25.00 euros per individual in a group at the time of booking. This amount will not be refunded should the trip be cancelled.

## **Addendum C**

### **STANDARD INFORMATION FORM**

The combination of travel services offered is a package within the meaning of Directive (EU) 2015/2302 and the Package Travel and Related Travel Arrangements Regulations (S.L.409.19 of the laws of Malta). Therefore, you will benefit from all EU rights applicable to packages.

Therefore, you will benefit from all EU rights applicable to packages. The organizing tour operator will be fully responsible for the correct execution of the package as a whole.

Furthermore, as required by law, the organizing tour operator has protection in place to refund payments and, where transport is included in the package, to ensure repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302 and the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta):

1- Travellers will receive all essential information about the package before concluding the package travel contract.

2- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

3- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organizer or the travel agent.

4- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

5- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if 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% 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 there is a decrease in the relevant costs.

6- 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 the package, travellers are entitled to a refund and compensation where appropriate.

7- 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.

8 - 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 organizer fails to remedy the problem.

9- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

10- The organiser has to provide assistance if the traveller is in difficulty. If the organizer and, or where applicable the retailer becomes insolvent, payments will be refunded. If the organizer or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Evolution Travel Ltd has taken out insolvency protection with the Fund "Vacanze Garantite" Travellers may contact this entity or, where applicable, the Malta Tourism Authority if services are denied because of Evolution Travel Ltd.s' insolvency. In the event that the organizer is not Evolution Travel Ltd, the organizing tour operator is responsible for what is indicated in this point.