GENERAL TERMS AND CONDITIONS OF CONTRACT FOR PACKAGE TRAVEL

1. INTRODUCTION

The combination of the travel services offered constitutes a "package travel service" within the meaning of Directive (EU) 2015/2302 and Subsidiary Legislation 409.19 of the Laws of Malta. Mandatory protective provisions provided under the legal system of the Traveller's country of residence shall in any event remain unaffected.

This Package Travel Contract (hereinafter, the "Contract") consists of the following documents, which form an inseparable whole and are delivered to the Traveller on a durable medium:

a) these General Terms and Conditions;

b) the booking confirmation;

c) the description of the package as set out in the catalogue, the personalised quotation or on the website www.evolutiontravel.it (hereinafter, the "Website");

d) the standard information form referred to in Annex A to Directive (EU) 2015/2302.

These Conditions apply without distinction to all contracts that will be entered into from time to time between Evolution Travel Ltd. (hereinafter, the "Seller") and the Traveller.

Where Evolution Travel Ltd acts as an intermediary on behalf of third-party organising Tour Operators, it is specified that the relevant General Terms and Conditions shall apply.

2. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

The Contract is primarily governed by Maltese law (Subsidiary Legislation 409.19 and related legislation).

Pursuant to Article 6 of Regulation (EC) No. 593/2008 ("Rome I"), such choice does not deprive the Traveller of the mandatory rights enjoyed under the law of his or her country of residence. Provisions more favourable to the Traveller shall prevail.

In accordance with Articles 17–19 of Regulation (EU) No. 1215/2012 ("Brussels I-bis"), the Traveller may bring proceedings before the courts of his or her country of residence or, at his or her choice, before the courts of Malta. The Seller may bring proceedings against the Traveller exclusively before such judicial authorities.

Any agreement to the contrary entered into before a dispute arises shall be ineffective.

The Traveller may submit complaints regarding the performance of the package to the Seller by email at insurance@evolutiontravel.it, indicating the booking reference number, departure date, contested facts and the request.

The Seller shall acknowledge receipt within 7 days and provide a reasoned reply within 45 days.

If the complaint is not resolved to the Traveller's satisfaction, the Traveller may refer the dispute to a recognised alternative dispute resolution (ADR) body. The list of ADR bodies notified by each EU Member State, Iceland and Norway, with their contact details and areas of competence, is available on the European Commission's portal: https://consumer-redress.ec.europa.eu/dispute-resolution-bodies.

The Seller has not committed in advance to any ADR body; where a complaint cannot be resolved internally, the Seller will state in its reasoned reply whether it agrees to take part in an ADR procedure. The Traveller remains free to bring proceedings directly before the competent courts indicated in this article.
Internal handling of the complaint is free of charge; any ADR costs shall be borne by the parties in accordance with the tariff of the chosen body.

3. DEFINITIONS

For the purposes of these terms and conditions, the terms listed below shall have the following meanings:

a) Seller: alternatively, and depending on the applicable case, the Organiser or the Retailer as defined below.
b) Organiser: Evolution Travel Ltd., with registered office in Malta, which organises and sells – in its own name and on a professional basis – package travel services.
c) Retailer: the professional other than the Organiser who sells or offers for sale packages organised by the latter.
d) Traveller: any person who intends to conclude a contract, concludes a contract or is authorised to travel under a package travel contract.
e) Durable medium: any instrument that enables the Traveller to store information in an accessible form for an adequate period (e.g. PDF, non-editable email, etc.).
f) Unavoidable and extraordinary circumstances: events beyond the control of the party invoking them, the consequences of which could not have been avoided even if all reasonable measures had been taken and which, at the time of booking, could not reasonably have been foreseen. Such circumstances include, by way of example and not limitation: war or serious security problems (such as acts of terrorism), serious risks to public health (such as officially declared epidemics or pandemics), natural disasters (such as earthquakes or floods) or extreme weather conditions that make safe travel to the destination or the return from it impossible. The foreseeability of such events at the time of contract conclusion excludes the possibility of invoking them to justify withdrawal or modification.
g) Lack of conformity: a failure to perform the travel services included in the package.

4. CONCEPT OF PACKAGE TRAVEL

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

a) passenger transport;
b) accommodation which is not an integral part of passenger transport and is not intended for residential purposes, or for long-term language courses;
c) the rental of cars, other vehicles or motorcycles requiring a category A driving licence;
d) any other tourist service which is not an integral part of one of the travel services referred to in points a), b) or c), and is not a financial or insurance service, for the purpose of the same trip or holiday, if at least one of the following conditions is met:

- such services are combined by a single professional, including at the Traveller's request or in accordance with the Traveller's selection, before a single contract for all services is concluded; or
- irrespective of whether separate contracts are concluded with individual travel service providers, such services are:
  - purchased from a single point of sale and such services have been selected before the Traveller agrees to pay;
  - offered, sold or charged at an inclusive or total price;
  - advertised or sold under the term "package" or a similar term;
  - combined after the conclusion of a contract by which the professional authorises the Traveller to choose from a selection of different types of travel services; or
  - purchased from separate professionals through linked online booking processes where the Traveller's name, payment details and email address are transmitted from the professional with whom the first contract is concluded to one or more other professionals and the contract with the latter professional(s) is concluded no later than 24 hours after confirmation of the booking of the first travel service.

5. PRE-CONTRACTUAL INFORMATION

Before booking, the Traveller shall receive, on a durable medium, all mandatory pre-contractual information pursuant to Article 5 of Directive (EU) 2015/2302 and the applicable national legislation, including in particular:

a) Main characteristics of the package: destinations, itinerary, travel dates and duration, category/standard of accommodation, meals included, visits/excursions included, language of services. It is specified that, in view of the advance timing with which:
b) catalogues containing information on the manner in which services are provided are published; or
c) personalised proposals are formulated;
d) the flight times indicated in the acceptance of the proposal for the purchase of the services may be subject to changes as they are subject to subsequent validation; final schedules shall be communicated in the days prior to departure.
e) It is further specified that charter flights are not, by definition, subject to systematic scheduling.
f) Identity and contact details of the Seller (legal name, address, telephone number, email);
g) Total price of the package and payment conditions, including taxes and charges that may not be calculable in advance;
h) Minimum number of participants required, where applicable, and the deadline by which the Seller may cancel in the event the threshold is not reached;
i) Passport requirements, visas and health formalities required for the destination;
j) Information on insolvency protection and the relevant fund/insurance contact details;

k) Traveller's withdrawal rights and applicable penalties, as well as the possibility of transferring the contract;
l) Availability and cost of optional insurance policies (cancellation, medical expenses, baggage);
m) Indication of the suitability of the trip for persons with reduced mobility and, upon request, details of compatibility;
n) Language in which services requiring effective oral communication will be provided.

6. BOOKINGS

The booking proposal shall be drawn up in writing or in another equivalent format that is understandable and accessible to the Traveller, including in electronic format, and shall be sent to the Traveller prior to the conclusion of the Contract.

By accepting the proposal, the Traveller accepts all terms and conditions applicable to the Contract, including these General Terms and Conditions, on behalf of all interested parties.

The Traveller shall provide all data necessary for processing the booking and payment.

The Traveller must inform the Seller, prior to booking, of any specific requests, which shall be deemed part of the contract only if feasible, set out in writing in the contract and accepted by the Seller.

Travel documents (e.g. vouchers) shall be delivered to the Traveller in due time before departure and the Traveller must retain and carry them during the trip in order to use the duly booked services, together with any other documents (e.g. air tickets) delivered by the Seller. The Traveller is required to verify the accuracy of the data contained in such documents and in the travel contract and to immediately notify the Seller of any errors.

The Traveller must provide the participants' details exactly as shown on their personal identity documents.

Any excursions, services or performances purchased and paid for by travellers at destination are outside the scope of this contract. Consequently, no liability in this respect may be attributed to the Seller, even where, as a courtesy, resident staff, escorts, guides or local correspondents may take care of their booking.

Acceptance of the booking proposal shall be deemed complete:

a) at the time of issuance of the Contract, which shall be drawn up in writing or in another equivalent form that is understandable and accessible to the Traveller and shall be sent prior to conclusion; or
b) upon confirmation, including by electronic means, of acceptance of the proposal; or
c) upon receipt of payment as described in the following section.

In any event, the Traveller shall be provided with a written copy of the Contract.

7. PAYMENT

When making a booking, the Traveller must consider the following:

a) if a booking request is made more than 35 days before the departure date (excluding the 35th day), payment of the full amount or a deposit equal to 25% of the price of the Package Travel Service shall be made, in addition to payment of the registration or booking management fee, insurance and all non-refundable services, while the remaining balance must be paid no later than 35 days before the departure date, subject to stricter terms applicable on a case-by-case basis, via:
    - credit card; or

- bank transfer to the bank details indicated by Evolution Travel.

b) where it is necessary to issue the airline ticket at the time of booking, the related cost must be paid upon confirmation of the booking by the Traveller, in addition to the amount due as indicated in the previous paragraph.

c) if a booking request is made within 35 days prior to departure, payment of the entire amount due shall be required in one or more instalments, choosing among the payment methods indicated during the booking process.

If, for any reason, the Traveller does not pay the amounts in accordance with these provisions and within the agreed dates, Evolution Travel reserves the right to cancel the booking as provided in clause 9 below.

The balance of the price shall be deemed paid when the sums are received by the Seller directly from the Traveller.

In the event that the booking is not confirmed by the Seller, prompt notice shall be provided to the Traveller and the Seller shall refund the amount paid by the Traveller for the booking of the Package Travel Service.

If payment was made by credit card, the amount shall be refunded directly to the same credit card used by the Traveller at the time of booking.

If payment was made by bank transfer, the Traveller must provide Evolution Travel with his or her bank details in order to process the refund.

8. PRICE AND PRICE REVISION

The price of the Travel Package is indicated in the Contract and may be increased or decreased at any time up to 20 days before departure, and only to allow for variations concerning:

a) transport costs, including fuel costs or the cost of other energy sources;

b) duties, taxes or fees chargeable for services imposed by third parties not directly involved in the provision of the package, such as tourist taxes, landing taxes or embarkation and disembarkation fees at ports and airports; or

c) exchange rates applicable to the specific Travel Package.

Where, before the start of the package, the Seller is compelled to significantly modify any of the main characteristics of the trip or cannot meet special requirements, or proposes a price increase exceeding 8% of the package price, the Traveller, within a reasonable period indicated by the Seller, may:

a) accept the proposed modification; or

b) terminate the contract without paying a termination fee.

Without prejudice to the foregoing, where the Traveller terminates the contract relating to the travel package, the Traveller may accept, where offered by the Seller, a substitute package, preferably of equivalent or higher quality. The Seller shall promptly inform the Traveller in writing:

- of the proposed modifications referred to above and, where applicable, their impact on the package price;
- of the reasonable period within which the Traveller must inform the Seller of his or her decision;

- of the consequences of the Traveller's failure to respond within the period referred to in point (ii), in accordance with applicable law; and
- where applicable, of the substitute package offered and its price.

Where the above modifications to the travel package contract or the substitute package result in a package of lower quality or value, the Traveller shall be entitled to an appropriate price reduction.

If the package is terminated and the Traveller does not accept a substitute package, the Seller shall refund all payments received – without undue delay and in any event within 14 days from the date of termination of the contract – using the same means of payment used by the Traveller, unless otherwise expressly agreed.

The credit may appear in the Traveller's account according to the technical processing times of the financial intermediaries, which are beyond the Seller's control.

Regardless of its amount, a price increase shall be permitted only if the Seller informs the Traveller in a clear and comprehensible manner, providing a justification for the increase and its calculation, on a durable medium, at least 20 days before the start of the package.

9. AMENDMENT AND CANCELLATION OF THE PACKAGE TRAVEL SERVICE BEFORE DEPARTURE

Where the Seller must substantially modify a main characteristic of the package, it shall notify the Traveller on a durable medium, specifying the change and any impact on the price. The Traveller, within the reasonable period indicated (not less than two working days), may:

a) accept the proposed modification;
b) accept a substitute package of equivalent or higher quality without surcharge (or, if of lower quality, with refund of the difference);
c) terminate the contract and obtain a full refund of the amounts paid within 14 days.

The Seller may cancel the package without paying additional compensation where:

a) the Seller is unable to perform the contract due to unavoidable and extraordinary circumstances and communicates termination to the Traveller without undue delay before the start of the package;
b) the minimum number of participants is not reached, provided that the notice periods indicated in the contract are complied with.

In such cases, the Seller shall refund to the Traveller all and only the amounts collected.

10. CHANGES AFTER DEPARTURE

If, after the start of the trip, a significant part of the contractual services cannot be provided for reasons not attributable to the Traveller, the Seller shall immediately offer alternative arrangements of equivalent or higher value at no additional cost.

Where the proposed alternatives are of lower quality, the Traveller shall be entitled to a proportionate price reduction.

If no alternative is available, or the Traveller refuses it for valid reasons, the Seller shall, where necessary, provide equivalent return transport to the place of departure (or another agreed location) and refund the unused parts of the package.

11. TRANSFER OF THE CONTRACT (SUBSTITUTION OF THE TRAVELLER)

A Traveller who, for any reason, is no longer able to depart may transfer his or her package travel contract to a third party, provided that the transferee fully satisfies the requirements for the provision of the services (such as passport validity and visas, any age limits, health certifications or other conditions indicated by the Seller).

The intention to transfer the booking must be communicated to the Seller, on a durable medium, at least seven days before the departure date, indicating the booking reference and the full details of the incoming party, as well as any special requests already agreed.

Upon receipt of such notice, the Seller shall verify the availability of the services and the actual suitability of the substitute; if the change is materially possible, the Seller shall confirm the transfer in writing, indicating the costs arising therefrom. Such charges correspond exclusively to out-of-pocket expenses incurred (for example, reissuance of name-specific tickets or penalties applied by suppliers) and shall be substantiated with appropriate documentation upon the Traveller's request.

It is specified that the transferability of airline travel documents may be subject to restrictions imposed by the carrier; therefore, the carrier's consent is a necessary condition for the transfer.

From the time of confirmation, the transferee shall assume all rights and obligations under the contract in place of the transferring Traveller, while the latter shall remain jointly and severally liable for payment of the outstanding balance of the package and the communicated transfer costs.

Where substitution proves impossible because a service is strictly name-specific or non-amendable, the withdrawal provisions set out in Article 12 shall apply.

12. TRAVELLER'S WITHDRAWAL

The Traveller may terminate the contract at any time before the start of the package.

Withdrawal shall be penalty-free where one of the following circumstances applies:

a) the price increase, calculated pursuant to Article 8, exceeds 8%;
b) the Seller communicates a substantial modification to a main characteristic of the package which the Traveller does not accept;
c) unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity and significantly affect the performance of the package or the transport to the destination.

In such cases, in accordance with the procedure already described in Article 8, the Traveller may choose between:

a) a substitute package of equivalent or higher quality; or
b) a full refund of the payments, to be made within 14 days.

If the Traveller does not communicate his or her decision within the indicated period, the proposed modification or increase shall be deemed accepted.

Where withdrawal occurs for reasons other than those listed above, the progressive penalties indicated in the Technical Sheet shall apply or, for tailor-made and group packages, those accepted at the time of booking; insurance premiums and costs for services already provided shall remain due.

Any partial refunds or compensation due from the Seller shall be paid using the same means of payment used for booking, in all cases within fourteen days from termination of the contract.

13. OBLIGATIONS OF THE TRAVELLER

Without prejudice to what is already provided under Articles 5 (Pre-contractual information) and 8 (Price and price revision), the Traveller undertakes to:

a) verify, prior to departure, that his or her passport or other identity document is valid for all countries included in the itinerary, and to obtain visas, entry authorisations, health certifications or mandatory vaccinations, by consulting the diplomatic authorities or the competent governmental websites of his or her State of residence and of the selected destinations;
b) inform the Seller, at the time of booking, of the nationality of each participant and of any special needs (for example pregnancy, food intolerances, disabilities, transport of special equipment), so that the Seller may verify feasibility and indicate any additional costs prior to confirming the services;
c) comply with the laws and regulations of the countries visited, as well as with the instructions provided by the Seller or its representatives, maintaining conduct consistent with ordinary prudence and diligence;
d) bear the consequences arising from the lack of documentary requirements or from failure to comply with the above rules, including any repatriation expenses or damages suffered by the Seller as a result of such breach.

It is understood that, where the Traveller fails to obtain or verify the necessary documents as indicated in the contract and/or in the pre-contractual information referred to in Article 5, the Seller shall not be held liable for the impossibility of starting or continuing the trip.

14. HOTEL CLASSIFICATION

The accommodation category indicated in our materials corresponds, where applicable, to the official classification issued by the competent authorities of the country in which the property is located. Such criteria may differ from those in force in other Member States of the European Union.

In countries that do not adopt a formal classification system, or where the hotel has not yet been classified, the Seller assigns an internal category based on objective quality parameters (services, facilities, location, hygiene and safety standards), solely for the purpose of providing the Traveller with a homogeneous benchmark.

15. LIABILITY REGIME

The Seller is liable towards the Traveller for the proper performance of all services included in the package travel contract, irrespective of whether such services are provided directly or by third-party suppliers engaged.

Such liability shall cease only where the Seller proves that the non-performance or improper performance of the contract is attributable:

a) to the Traveller;
b) to a third party unrelated to the provision of the services provided for under the contract and the event was neither foreseeable nor avoidable;

c) to exceptional and unavoidable circumstances beyond the control of the Seller or the service providers, the consequences of which could not have been avoided even if all reasonable measures had been taken.

This limitation of liability shall not prejudice the rights that the Seller may exercise against third parties responsible for non-performance, including suppliers and the Retailer.

It is understood that, where the package is sold through a Retailer, the latter shall also be liable towards the Traveller for the fulfilment of the obligations assumed, within the limits established by applicable law.

16. LIMITS OF COMPENSATION

Compensation due to the Traveller for damages – whether pecuniary or non-pecuniary – arising from non-performance or improper performance of the services included in the package shall be determined in accordance with applicable law, including, where relevant, the international conventions governing specific modes of transport or categories of services.

17. DUTY TO PROVIDE ASSISTANCE

The Seller is required to provide the Traveller with the necessary assistance, without undue delay, in the event of difficulties encountered during the trip, in compliance with contractual obligations and applicable legal provisions.

Where unavoidable and extraordinary circumstances prevent the Traveller's return as provided for under the contract, the Seller shall bear the cost of the necessary accommodation, where possible of an equivalent category, for a maximum of three nights per person. Where passenger rights legislation provides for longer periods, such longer periods shall apply.

The Traveller may be required to reimburse the Seller for assistance costs only where the situation was caused intentionally or by the Traveller's fault, and in any event not exceeding the actual costs incurred.

The limitation of accommodation coverage shall not apply to persons with reduced mobility as defined in Article 2(a) of Regulation (EC) No. 1107/2006, pregnant women, unaccompanied minors or persons requiring specific medical assistance, provided that the Seller has been informed of such needs at least 48 hours prior to departure.

The Seller and the Retailer shall not be liable for non-performance or partial performance of the contract where such non-performance is attributable to the Traveller, to unforeseeable circumstances or force majeure, or to exceptional and unavoidable events according to ordinary diligence.

18. COMPLAINTS AND CLAIMS

The Traveller is required to report, in writing and without undue delay and taking into account the circumstances of the case, any lack of conformity identified during the performance of the package, in order to allow the Seller or the Retailer to remedy it promptly.

Any formal complaints must be submitted in writing within ten (10) working days from the date of return, in accordance with the procedures and contact details indicated in Article 2 of this Contract, which also governs access to alternative dispute resolution (ADR) bodies, to which full reference is made.

19. INSURANCE FOR CANCELLATION EXPENSES, ASSISTANCE AND REPATRIATION

Unless otherwise indicated, package travel services do not automatically include insurance coverage. The Traveller is therefore strongly recommended to take out, at the time of booking, an appropriate insurance policy covering expenses arising from trip cancellation, assistance in the event of accident, illness or death, as well as repatriation, healthcare assistance and loss and/or damage to baggage.

Such coverage may be activated through the Seller or the Retailer, depending on the insurance products available at the time of booking.

The exercise of rights arising from insurance policies lies exclusively with the Traveller vis-à-vis the insurance company, in accordance with the terms and conditions of the relevant contract.

The Seller and/or the Retailer, while complying with the assistance obligations provided under this Contract, may refuse to provide specific services where the Traveller is unable to demonstrate the availability of sufficient insurance coverage for medical and/or repatriation expenses.

The identification codes of any insurance policies offered are as follows:

a) Top 202526062

b) Base 202526059

c) Interruzione Plus 202441705

20. PRIVACY AND DATA PROTECTION

Pursuant to the Data Protection Act (Cap. 586 of the Laws of Malta) and Regulation (EU) 2016/679 (GDPR), Evolution Travel Ltd., as data controller, informs the Traveller that the personal data provided in connection with this Contract shall be processed in compliance with applicable personal data protection legislation.

Processing is carried out for purposes strictly connected with and instrumental to the performance of the Contract, as well as for compliance with legal, regulatory and fiscal obligations. Data may be communicated to third parties (such as travel service providers, local correspondents, insurance companies, competent authorities) to the extent strictly necessary for the proper performance of the package travel service, including outside the European Economic Area, in accordance with applicable law.

Provision of data is optional, but necessary for the conclusion and management of the contractual relationship. Any refusal may make it impossible to provide the service.

The Traveller may exercise the rights provided under Articles 15 et seq. of the GDPR, including the rights of access, rectification, erasure, restriction of processing, objection and data portability, as well as lodge a complaint with the competent supervisory authority.

Evolution Travel adopts appropriate technical and organisational measures to ensure the security and confidentiality of the personal data processed.

For detailed information on the methods and purposes of processing, as well as on the rights recognised to the Traveller, reference is made to the full Privacy Notice, available at:

https://www.evolutiontravel.it/it_IT/C8/evolution-travel-policies.html#privacy-policy-tab

By signing the Contract, the Traveller acknowledges having read the notice and, where required, gives express consent to the processing of personal data under the terms and for the purposes indicated therein.
The Privacy Notice of Evolution Travel Ltd forms an integral part of these Terms and, therefore, by accepting these Terms you also accept the terms of such Privacy Notice, available at evolutiontravel.eu/privacy/.
Details, including the manner in which personal data are processed, are specified in that Privacy Notice.

21. SCHEDULES, ANNEXES, ADDENDA AND INTERPRETATION OF THE CONTRACT

All schedules, annexes, appendices and any addenda attached to this Contract form an integral and substantial part thereof. The Contract shall be interpreted as a single document, consisting of all its sections and annexes, including those referred to or incorporated by reference.
With regard to applicable law and jurisdiction, reference is made to Article 2 of this Contract, which exhaustively governs the matter. Each contractual provision shall be read and applied in light of the legislation referred to in that article.

22. GUARANTEE FUND

Pursuant to Directive (EU) 2015/2302 and applicable Maltese legislation, the Seller ensures the Traveller's protection in the event of insolvency by adhering to the VACANZE GARANTITE® consortium guarantee fund, established to protect traveller customers of the member travel agencies and tour operators.
The Fund intervenes, within the limits and under the conditions provided by its regulations, to guarantee the refund of sums paid for the purchase of the package travel service in cases of insolvency or bankruptcy of the Seller, as well as the Traveller's return where the package includes transport.
For further information, the official website www.vacanzegarantite.it may be consulted or the fund may be contacted at info@vacanzegarantite.it.

23. GIFT CARD SPECIFICATIONS

The Evolution Travel Gift Card is a prepaid digital credit, issued in the form of an alphanumeric code, non-nominative, which allows the holder to benefit from a discount of equal value on the purchase of the services offered by Evolution Travel Ltd, within the limits and under the conditions specified below.
The Gift Card code is sent to the Customer by email at the end of the purchase procedure. Gift Cards may be combined and may be used in one or more instalments, until the available credit is exhausted.
Payment for the Gift Card may be made by credit card or other prepaid card. Payment data are not processed in any way by Evolution Travel Ltd, but exclusively by authorised payment service providers, who adopt appropriate technical and organisational measures to ensure data security and confidentiality. Evolution Travel Ltd shall not be held liable for any fraudulent or unlawful use of payment cards by third parties.
Gift Cards have no expiry date and may be used at any time, unless otherwise expressly indicated at the time of purchase. They may be used either by the purchasing Customer or by a third party who becomes the legitimate beneficiary through a gratuitous transfer, without the need for prior notice to the Seller.

Addendum A

GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR THE SALE OF SINGLE TRAVEL SERVICES

A. LEGAL PROVISIONS

Contracts relating solely to the provision of a single travel service – such as, by way of example and not limitation, passenger transport only, accommodation only, vehicle rental or any other service not falling within the concept of a package travel service – do not constitute a "package" within the meaning of Directive (EU) 2015/2302 and the relevant national transposing legislation, including Subsidiary Legislation 409.19 of the Laws of Malta.

Such contracts are therefore governed, where compatible, by the relevant provisions of the International Convention on Travel Contracts (CCV) – in particular Articles 1, numbers 3 and 6, as well as Articles 17 to 23 and 24 to 31, insofar as they do not expressly refer to package travel contracts – as well as by any other regulatory source applicable to the sale of single travel services, including, where relevant, the provisions of the Consumer Affairs Act (Cap. 378 of the Laws of Malta) and Directive (EU) 2011/83/EU on consumer rights.

The Seller or, where applicable, the Retailer – including where the sale is carried out by electronic means or through digital platforms – is required to provide the Traveller, on a durable medium, with a copy of the contract concluded for the purchase of the single travel service, clearly and comprehensively setting out the rights and obligations of the parties.

B. CONTRACT TERMS

For contracts relating to the sale of single travel services, the following clauses of the General Terms and Conditions of Contract for Package Travel shall apply, insofar as compatible:

- Article 6, relating to the concept of package travel;
- Article 7, paragraph 2, concerning contract formation and acceptance of the general terms and conditions;
- Article 13, regarding the liability regime for the performance of services;
- Article 18, setting out the obligations of the Traveller.

The application of the above provisions does not entail, nor may it be interpreted as implying, that the services covered by this contract constitute a combination qualifying as a "package travel service" within the meaning of Directive (EU) 2015/2302 or the relevant national transposing legislation.

For interpretative purposes, the expressions used in the above-referenced clauses – such as "Organiser", "Retailer", "Package" or "Traveller" – shall be understood, mutatis mutandis, as referring to the contractual roles proper to single-service contracts, such as "Seller", "Service" or "Customer", depending on the applicable context.

C. TRIPS AND SERVICES PURCHASED ON SITE

Excursions, transfers, services or performances purchased directly by the Traveller at the destination, and which are not expressly included in the package travel service booked with Evolution Travel Ltd, do not fall within the scope of the travel contract entered into with the Seller.

Consequently, no liability may be attributed to Evolution Travel Ltd, as Seller, for the performance, quality or any consequences deriving from such services purchased on site, even where third parties (such as guides, escorts, local residents or correspondents) have provided information, suggestions or organisational support purely as a courtesy and without any contractual intermediation or direct receipt of consideration.

It is understood that such services are governed by autonomous contracts concluded by the Traveller with local providers, to which the Seller is entirely unrelated.

D. MANDATORY INFORMATION PURSUANT TO S.L. 499.24 OF THE LAWS OF MALTA:

Air transport services booked through Evolution Travel Ltd are subject to the legislation applicable to carriers belonging to States party to the 1999 Montreal Convention, as transposed by Subsidiary Legislation 499.24 of the Laws of Malta. Pursuant to such legislation:

The carrier is liable for damage sustained in the event of death or bodily injury of the passenger, provided that the event which caused the damage occurred on board the aircraft or in the course of embarkation or disembarkation operations.

For such damage up to 100,000 Special Drawing Rights (SDR) per passenger (equivalent to approximately EUR 120,000.00), the carrier may not exclude or limit its liability.

For damage exceeding such threshold, the carrier's liability is excluded where it proves that:

a) the damage was not due to negligence or other wrongful act or omission on the part of the carrier or its personnel;
b) the damage was caused exclusively by third parties unrelated to its organisation.

With regard to baggage transport, the carrier's liability, in the event of destruction, loss, damage or delay, is limited to 1,000 SDR per passenger, unless a special declaration of interest is made at the time the baggage is handed over and upon payment of any supplementary sum. In such case, the carrier's liability shall not exceed the declared amount, unless it proves that such amount exceeds the passenger's actual economic interest.

Carriers of States not party to the Montreal Convention may apply different liability regimes.

An updated summary of the main provisions governing the liability of the carriers used by Evolution Travel Ltd is available upon request of the Traveller.

The carrier's name shall be indicated in the travel documents and, in accordance with applicable legislation, any changes shall be promptly communicated to the Traveller.

It is understood that the Seller's liability towards the Traveller remains governed by the Consumer Affairs Act (Cap. 378 of the Laws of Malta), as well as by the General Terms and Conditions of Contract referred to in this Addendum.

Addendum B

TECHNICAL SHEET RELATING TO PACKAGES ORGANISED BY EVOLUTION TRAVEL LTD

This Technical Sheet forms an integral and substantial part of the General Terms and Conditions applicable to the Package Travel Contract.

- **Booking management fee**:

  EUR 65.00 per person; in the case of pre-formed groups, EUR 40.00 per person.

- **Technical seller details**:

  Company name: Evolution Travel Limited

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

  Email: contatti@evolutiontravel.it

  Tour operator authorised pursuant to applicable Maltese legislation.

- **Insurance coverage**:

  Professional Civil Liability Policy no. P45L000280

  Public Civil Liability Policy no. P41003322

  Taken out in accordance with applicable national legislation.

- The name of the air carrier shall be indicated in the contractual and travel documents. Any changes shall be promptly communicated, in accordance with Subsidiary Legislation 499.24 of the Laws of Malta.
- Official information on health, documentary and safety requirements for foreign destinations is available from the competent authorities of the Traveller's country of residence.
- The Traveller is required to consult such sources prior to booking.
- **Changes after confirmation**:

  Any request for modification entails payment of a fixed fee of EUR 65.00.

  Full penalties may also be applied by third-party suppliers (e.g. airlines), in particular for special fares, low-cost flights or non-refundable services.

  The feasibility of modifications shall be communicated only after verification with the relevant suppliers. The Seller shall not be liable for any refusals by third parties.

- **Penalties in the event of withdrawal** (except for the cases of exemption provided under Article 12 of the General Terms and Conditions):

  a) Booking fee (EUR 65.00 or EUR 40.00 in the case of groups);

  b) Premium of the insurance policy, if taken out;

  c) Percentages applied to the total value of the package:

  - 25% up to 31 days prior to departure;
  - 50% from 30 to 20 days prior;
  - 75% from 19 to 15 days prior;

- 100% from 14 to 0 days prior to departure;

d) Additional penalties for non-refundable services and air ticketing.

- It is specified that:
  a) Days are calendar days;
  b) For specific destinations or services, suppliers may apply higher penalties up to 100% starting from confirmation;
  c) The Traveller remains liable for penalties and costs also in the event of missing or irregular documentary data;

  No refund shall be due for services purchased that are subject to unilateral withdrawal by the Traveller.
- **Price variations**:
  a) The price may be adjusted up to 20 days before departure exclusively in the cases provided for under Article 8 of the General Terms and Conditions (e.g. changes in transport, taxes or exchange rates), to which reference is made.
  b) An optional currency lock service is available: EUR 65.00 per individual participant, EUR 40.00 per participant in a group. This amount is non-refundable in the event of trip cancellation.

Addendum C

STANDARD INFORMATION FORM

The proposed combination of travel services constitutes a package travel service within the meaning of Directive (EU) 2015/2302 and the relevant national transposing legislation, in particular Subsidiary Legislation 409.19 of the Laws of Malta.
Accordingly, the Traveller benefits from all rights granted by the European Union for package travel. Evolution Travel Ltd, as Organiser, shall be responsible for the proper performance of the package as a whole.
Pursuant to applicable legislation, Evolution Travel Ltd has put in place adequate insolvency protection for the refund of payments made and, where the package includes transport, to guarantee the Traveller's repatriation.

Fundamental rights granted by Directive (EU) 2015/2302:

a) The Traveller shall receive all essential information regarding the package travel service before the conclusion of the contract.
b) At least one professional shall be responsible for the proper performance of all travel services included in the contract.
c) The Traveller shall be provided with an emergency telephone number or contact details of a help point to reach the Seller or the Retailer.

d) The Traveller has the right to transfer the package to another person, upon reasonable notice and, where applicable, with the charging of actual costs incurred.

e) The package price may be increased only where specific contractual conditions apply (e.g. increase in fuel costs, taxes, currency fluctuations) and in any event no later than 20 days before departure.

f) If the increase exceeds 8% of the original price, the Traveller may terminate the contract without penalties. In the event of a reduction in the relevant costs, the Traveller is entitled to a corresponding price reduction.

g) The Traveller may terminate the contract without penalties and obtain a full refund of payments where one of the essential elements of the package – other than the price – is substantially modified.

h) The same applies where the package is cancelled by the Seller before commencement: in such case the Traveller is entitled to a refund and, where applicable, compensation.

i) The Traveller has the right to terminate the contract before departure upon payment of the applicable penalties.

j) The Traveller may, in exceptional circumstances (for example serious security problems at the destination), terminate the contract before departure without paying penalties.

k) Where, after the start of the package, essential parts cannot be provided as agreed, equivalent alternative arrangements shall be offered at no additional cost.

l) Where the alternatives are not adequate or are refused for valid reasons, the Traveller may terminate the contract without charge.

m) The Traveller is entitled to a price reduction and/or compensation for damages in the event of non-performance or lack of conformity of the services covered by the contract.

n) Where the Seller or, where applicable, the Retailer becomes insolvent, payments made shall be refunded. If insolvency occurs after the start of the package and transport is included, the Traveller's repatriation shall be guaranteed.

o) Evolution Travel Ltd has adhered to the "Vacanze Garantite®" guarantee fund, for the protection of Travellers.

p) In the event of non-performance due to insolvency, Travellers may contact that Fund directly or the Malta Tourism Authority.

q) Where the package is organised by a party other than Evolution Travel Ltd, responsibility and the obligations indicated above shall lie with the actual tour operator.