

EVOLUTION ADVENTURES LIMITED

Booking Terms & Conditions

These booking terms and conditions ('Booking Conditions') and the Essential Travel Information (as defined below) will form the basis of your agreement with Evolution Adventures Limited.

They apply only to arrangements which you book with Us and which We agree to make, provide or perform as applicable as part of Our agreement with you. By booking with Evolution Adventures Limited, you agree to be bound by these Booking Conditions. Please contact us if you have any questions about these Booking Conditions or your booking.

Please note that we may make changes to these Booking Conditions from time to time, either to reflect changes to our business or changes to the law. Where these changes are significant, we will endeavour to email all of our clients to make sure that they are informed of these.

These Booking Conditions apply from 3rd January 2024.

DEFINITIONS

The following key phrases, which are listed below in alphabetical order, have the same meaning whenever they appear and will always be shown with a capital letter so as to remind you of their importance.

Applicable Laws – means in relation to any undertaking and any circumstance all laws, regulations, standards determined by any governmental or regulatory authority and generally applicable industry or self-regulatory standards and codes of practice, whether the same are regional, national or international, which apply to such undertaking or to such circumstance, including but not limited to all relevant health and safety legislation, the Data Protection Act 2018, the General Data Protection Regulation (GDPR) (EU) 2016/679, The Data Protection (Bailiwick of Guernsey) Law, 2017, the Consumer Rights Act 2015 and the Consumer Protection Act 1987, the Bribery Act 2010, the Modern Slavery Act 2015, and the Package Travel, Package Holidays and Package Tours Regulations, 2018, in each case as amended, extended, re-enacted or replaced from time to time.

Booking Fee – An initial non-refundable deposit payment made by a Participant to Evolution Adventures Limited to confirm their commitment to taking part in the Event.

Essential Travel Information — The documentation you will receive pertaining to the details of the Event including your welcome pack, trip preparation document, pre-departure documentation and any email correspondence from Evolution Adventures Limited in relation to your travel arrangements.

Event – The trip itself as a whole, organised by Evolution Adventures Limited.

Evolution Adventures Limited – Guernsey registered company number CMP72843, with registered address at Amani, La Colline Des Bas Courtils, Route Des Bas Courtils, St Saviour, Guernsey, GY7 9YQ.

Group – The combined group of participants taking part in the Event.

Participant(s) – An individual or individuals who pay a Booking Fee and commit to take part in the Event organised by Evolution Adventures Limited.

Project(s) – Places where volunteering is performed by the Participants, or places where charitable or not-for-profit activities can be seen in progress.

Services – The specific operational components which form the Event, and are organised by Evolution Adventures Limited, which could include, without limitation, flights, accommodation, meals, transfers, yoga classes, guided hikes, or other activities, and/or a combination of all of these particulars.

UK – United Kingdom, including Channel Islands and Isle of Man, unless otherwise stated.

Us/We/Our – Evolution Adventures Limited

1. PAYMENT AND CONFIRMATION

- a) For your booking to be confirmed, your Registration Fee must be paid via Our website. You may also pay by an alternative method as outlined on the booking form (e.g. PayPal or BACS). By submitting the booking form, you confirm that you agree to be bound by these Booking Conditions.
- b) If you book ten weeks or less before departure, full payment is required immediately in order to confirm your place on an Event.
- c) Your Booking Fee is non-refundable and non-transferrable, except under the terms of Section 5(d) and Section 6 below. For the avoidance of doubt, this means that if you cancel your confirmed place on an Event, your Booking Fee will not be refunded and cannot be transferred for you to use on any other Event.
- d) If you book any optional extras, you will be required to pay a sum to confirm these arrangements at the time of booking. This will either be the full cost of the optional extra(s), or a deposit, with the balance due to be paid to Evolution Adventures Limited no later than ten weeks prior to departure.
- e) On Evolution Adventures Limited's receipt of your booking and the applicable payment, Evolution Adventures Limited will issue a confirmation notice by email. At the point payment is received, a binding contract comes into existence between you and Evolution Adventures Limited.
- f) Once a payment to Evolution Adventures Limited has been made, there will be no option to have that payment refunded, except under the circumstances set out in Section 6.
- g) Evolution Adventures Limited will provide you with final confirmation of all your Event components (flights, hotels, tour manager, transfers, local suppliers,

excursions, etc.) eight weeks prior to departure in a pre-departure information document. Flight tickets or boarding passes, if applicable, will be emailed to you two weeks before departure, where available.

- h) The inclusions and exclusions for the Event are outlined in your Essential Travel Information documentation. If there are any fees, payments or charges to be paid separately from the tour costs either prior to departure (e.g. airport taxes) or locally (e.g. international airport departure tax), you will be made aware of this before departure and where possible, at the time of booking.
- i) The balance of your Event cost is payable no later than ten weeks prior to departure. If the final payment is not received in full and on time, Evolution Adventures Limited will treat the booking as cancelled by you, and the cancellation charges set out in Section 7 shall apply.

2. SPECIAL REQUESTS

- a) Where special requests for room allocation, diet considerations etc. are requested, Evolution Adventures Limited must be made aware of them on your booking form or in writing at the time of booking. Special requests that have been noted on your booking form or any other documentation, is not confirmation that the request will be met.
- b) Special requests for room allocation are always subject to availability. Evolution Adventures Limited will use reasonable endeavours to accommodate room sharing requests but this may not always be possible and Evolution Adventures Limited shall have no liability in respect of the failure to meet this request.
- c) If you do not specify a named person to share your room with, you may be allocated to share with another participant (usually of the same sex) in either a twin, triple or multi-share room, unless you have opted to pay a single room supplement. A single room supplement may not be an option on all trips, for example in mountain huts or hostels. Should there be an odd number of people in the Group, or triple rooms and multi-share options are not available, you may be required to pay a single supplement for a single room. Evolution Adventures Limited reserves the right to invoice the participant for this additional cost should the need arise.
- d) Failure to meet any special request will not be a breach of contract on Our part unless the request has been specifically confirmed by us as being able to be honoured.
- e) If you have any medical condition or disability which may affect your chosen Event arrangements, you must give Us full details in writing at the time of booking. If We reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, We will cancel the booking and offer a full refund.
- f) Should you develop a medical condition or disability which may affect your chosen Event arrangements after the time of booking, you must give Us full details in writing as soon as you become aware of it. If We reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, We will cancel the booking and our usual cancellation provisions as set out at Section 7 will apply.

3. YOUR TRAVEL AGENT OR PARTNER

If you are making your booking via a travel agent or Partner instead of directly with Evolution Adventures Limited, any travel agent or Partner through whom you make a booking will act to relay information from you to Us and vice versa. Evolution Adventures Limited is neither responsible for any failure by your travel agent to do this properly, or in good time, nor for any advice given to you by your travel agent or Partner that did not originate from Evolution Adventures Limited.

4. TRAVEL INSURANCE

- a) You are required to have full travel insurance which covers all activities which are included within the Event itinerary. This may include, but is not limited to, yoga, hiking, trekking, emergency evacuation, etc. as relevant for the Event, in addition to the standard level of cover that would be expected from a travel insurance policy such as Participant cancellation, lost baggage, theft, hospitalisation etc. It is advised that insurance cover commences from the date of booking the Event and continues until the conclusion of the Event and your return to your home country.
- b) It is your responsibility to ensure you have full travel insurance which offers an adequate level of cover and you must check that your insurance policy provides you with the requisite level of cover, and arrange supplemental cover if your policy is inadequate. Any loss resulting from your failure to ensure that you are adequately covered for all activities involved in your Event will not be the responsibility of Evolution Adventures Limited.
- c) For Events held in the UK, the purchase of travel insurance is recommended for UK citizens, but not mandatory. For foreign nationals to the UK, including people from the Channel Islands and Isle of Man, travel insurance is mandatory.
- d) Evolution Adventures Limited will not permit you to travel without confirmation that you have obtained travel insurance, and have provided details of that policy to Evolution Adventures Limited, including policy number, insurance company name and insurance company 24 hour emergency medical assistance helpline for use while travelling. A failure to obtain travel insurance prior to departure shall be treated as a breach of this Agreement and a cancellation as per clause 7. Evolution Adventures Limited is not responsible for checking that the policy is suitable for your needs.
- e) If a circumstance occurs in which you may need to lodge a travel insurance claim (e.g. baggage loss, hospitalisation, curtailment of the trip, etc.) Evolution Adventures Limited, with the support of their in-country agent, where applicable, shall use reasonable endeavours to assist you with any logistical arrangements that may facilitate a resolution of the issue. Any and all costs relating to such circumstances are your responsibility and you are personally responsible for submitting a claim to your travel insurance provider to seek reimbursement for any cost incurred, if desired.
- f) For example, if you lose your luggage, Evolution Adventures Limited, with the support of their in-country agent, where applicable, may arrange a local transfer or taxi and local guide services to visit necessary shops to buy essentials for the trip,

until such time that the lost luggage can be returned to you. You would be responsible for, but not limited to, expenses such as the local transfer or taxi fare, local guide services, replacement items required, etc.

- g) Or if you are injured or become ill and require medical treatment, Evolution Adventures Limited, with the support of their in-country agent, where applicable, shall transport you to the nearest suitable hospital, clinic or medical centre for treatment, having first sought approval for transport and treatment from your travel insurance provider. You would be responsible for expenses such as the local transfer or taxi fare, local guide services, medical treatment and tests, medication, hotel accommodation for convalescence, meals and drinks, etc.
- h) You are advised to bring a credit card with you on the trip in case of any emergencies for which the resolution may require payment in advance.

5. ALTERATIONS BY YOU

- a) If you wish to make any amendments to your Event after the confirmation has been issued, you must inform Us in writing or by email and We will use reasonable endeavours to implement your request. In the event that We are able to do so, an amendment fee of £50 per alteration per booking may be payable, along with any costs incurred by Ourselves and any costs or charges incurred or imposed by any of Our suppliers. However, if you:
 - i) change to a different departure date, tour or destination; or
 - ii) make changes to your booking less than ten weeks before departure this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in Section 7.
- b) If you wish to make any amendments to your Event fewer than ten weeks before departure, you will be subject to an administration fee of £100 along with any costs reasonably incurred by Ourselves and any costs or charges incurred or imposed by any of Our suppliers.
- c) If you wish to change any aspect of your tour after it has commenced, Evolution Adventures Limited and/or Our agents will use reasonable endeavours to make the changes you have asked for, subject to you being responsible for any cancellation and/or retention charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by Evolution Adventures Limited and/or Our agents in attempting to secure or securing any revised arrangements.
- d) If you wish to transfer your booking to another person, you may request do so provided the reason for the transfer is for one of the following reasons not known about at the time of booking:
 - i) personal illness;
 - ii) the death or serious illness of a close family member;
 - iii) jury service;
 - iv) redundancy or unavoidable work commitments (e.g. active military duty);

Evolution Adventures Limited reserves the right to request proof of these situations if it deems it appropriate.

- e) Requests for a transfer must be made in writing at least 10 weeks prior to departure and must be accompanied by the following:
 - i) documentary proof of the reason for the transfer (e.g. a doctor's certificate);
 - ii) full details of the person who will replace you;
 - iii) any outstanding balance due for the tour;
 - iv) a payment of £50 to cover Our administration costs; and
 - v) such amount as Our suppliers will require to effect the change
- f) Evolution Adventures Limited reserves the right to retain your original Booking Fee and a new Booking Fee will be required from the person who is to replace you. Any transfer requests made within 10 weeks of departure may incur additional administration costs and acceptance shall be subject to the discretion of Evolution Adventures Limited, acting reasonably. Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring full payment for a new ticket. All these charges will be payable by you or the replacement person.
- g) No alterations will be permitted within two weeks of departure.

6. ALTERATIONS TO AND CANCELLATIONS OF THE EVENT

- a) The arrangements on Our website and promotional materials are booked and planned many months in advance and changes may, from time to time, be necessary. Evolution Adventures Limited reserves the right to alter any of the prices, facilities or Services described on its website and other promotional material at any time before confirming a booking. Any such changes will be notified to you at the time you make your booking. You agree to accept any changes, provided that the final Event is considered by Evolution Adventures Limited to be materially the same (or superior).
- b) We also reserve the right to make changes to and correct errors in Event details after bookings have been confirmed. We also reserve the right to cancel confirmed bookings. However, We will only cancel your confirmed booking ten weeks or less before departure where you have failed to make full payment on time or as a result of circumstances outside Our control, see force majeure as defined in Section 11 below. Such changes will normally be minor, but may be material – for example, but not limited to:
 - i) a change of departure date;
 - ii) a change of scheduled departure time by more than 12 hours;
 - iii) a change of airport, except between airports serving the same city;
 - iv) a change to a lower standard of accommodation; or
 - v) a radical change of itinerary.
- c) If Evolution Adventures Limited makes a material change or a cancellation to your Event, Evolution Adventures Limited will try to inform you as soon as practicable and will offer you the choice of:

- i) accepting the changed arrangements;
- ii) cancelling or accepting the cancellation, in which case you will receive a full refund of all monies you have paid to us.
- iii) If We have to make a material change or cancel ten weeks or less before departure, subject to the exceptions below, We will pay you the following compensation:

Period before departure a significant change/cancellation is notified to you	Compensation per person
More than 42 days	Nil
41 - 28 days	£20
27 - 14 days	£30
13 days - 0 days	£40

- d) We will not pay you compensation where:
 - i) We make a material change or cancel more than ten weeks before departure for overseas trips, or;
 - ii) in the event that We are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond Our control, the consequences of which We could not have avoided even with all due care; or
 - iii) We have to cancel because the minimum number of bookings necessary for Us to operate your Event has not been reached - in this case We will notify you at least 6 weeks before departure.
 - iv) We will not pay you compensation and the above options will not be available if We make a minor change (see (f) below) or cancel as a result of your failure to make full payment on time.
- e) Very rarely, We may be forced by force majeure (see Section 11) to change or terminate your arrangements before or after departure. If this situation does occur, Evolution Adventures Limited will not be liable to make any refunds (unless We obtain any from Our suppliers), pay you compensation or meet any costs or expenses you incur as a result.
- f) A minor change is any change that does not come within the definition of a material change set out in paragraph (b) above. Although Evolution Adventures Limited will try to notify you of minor changes, it is not obliged to do so, nor is it obliged to offer you the options above or pay you compensation.
- g) If, after you depart for the Event, it becomes apparent that a significant proportion of the arrangements you have booked cannot be provided, Evolution Adventures Limited will make suitable alternative arrangements at no extra cost to you and will, where appropriate (and provided the change in your arrangements has not been caused by force majeure) compensate you for the difference in value between the arrangements you should have received and the alternative arrangements made. In particular, because Evolution Adventures Limited neither owns, manages, nor controls the accommodation or transportation that it uses it is possible that Evolution Adventures Limited may be advised that your reserved accommodation is not available when you arrive at your destination. In this event

Evolution Adventures Limited will endeavour to secure accommodation of at least the same standard in that destination.

- h) If you request to make any alterations to the agreed Services during the Event, such as an optional excursion outside the scope of the agreed itinerary, or in the event that arrangements are made to account for circumstances relating to your preference, health or other reasons outside our control (such as if you are not able to complete the Event for any reason and alternative arrangements have to be arranged for you, such as hotel accommodation, transfers, airlifting, meals, drinks etc.), you are responsible for all associated costs which must be paid locally. You may wish to attempt to reclaim these costs from your travel insurance provider (if possible). Evolution Adventures Limited is not responsible for any costs relating to these circumstances, nor is Evolution Adventures Limited responsible for reimbursing you for any of the associated costs. If Evolution Adventures Limited staff, or our local ground handlers, where relevant, have paid for any of these additional arrangements on your behalf to ensure your immediate safety, you are to reimburse them at the earliest opportunity after the incident while the Event is ongoing, or you will be invoiced for this immediately after your arrival back into your home country, to be paid to Evolution Adventures Limited within seven days or by the date on the invoice, whichever is earlier, so Evolution Adventures Limited can reimburse them accordingly. You are strongly recommended to have access to a credit card during the Event for emergency situations.
- i) You should remember at all times that the health and safety standards of your destination may be different or less than the standards you are used to in the UK.

7. CANCELLATION BY YOU

- a) Should you wish to cancel your place on an Event you must notify Evolution Adventures Limited in writing by email. Such notification will only be deemed to have been given on receipt by Us of your letter or email. Please state the reason for your cancellation as you may be covered by your insurance policy.
- b) No allowance or refund can be made for meals, rooms, excursions, flights etc., included in the price of your Event but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers, or personally incurred costs before the Event such as, but not limited to, vaccinations, airport hotels or parking, visa fees, kit or equipment, or travel insurance.
- c) The following charges will be made to you (as a % of the total tour cost) upon your cancellation:
 - i) Greater than 10 weeks (70 days or more) before date of departure: Evolution Adventures Limited shall retain the Booking Fee only;
 - ii) Less than 10 weeks (69 days or less) before date of departure: Evolution Adventures Limited shall retain 100% of tour cost balance and the Booking Fee
- d) If you develop a new medical condition after making a booking and this results in your withdrawal from the Event, this will be treated as a cancellation by you and result in a loss of your Booking Fee and tour costs in accordance with clause (c)

above. You are therefore required to obtain adequate travel insurance upon or shortly after booking your place on an Event.

8. PRICES

- a) Prices are calculated in accordance with the foreign currency exchange rates which are reviewed at least twice annually. Once the actual price of your arrangements has been confirmed with Evolution Adventures Limited, no amendment will be made to it unless it is to correct an error, or if Our costs change as a result of an increase or decrease in transportation costs, dues, taxes or fees payable for Services, such as landing taxes or embarkation or disembarkation fees at ports or airports, or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements.
- b) No price increase will be levied 8 weeks or less prior to departure, and in any event Evolution Adventures Limited will absorb any increase which equals 2% or less of the cost of your travel arrangements.
- c) Only if the amount of the increase in Our costs exceeds 2% of the total cost of the Services (excluding insurance premiums and amendment charges), will We make an additional charge to you/and or The Partner for your place. If any additional charge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you have the right to cancel your place on the Event and to receive a full refund of all monies paid to us.
- d) If an increase in operational costs beyond Evolution Adventures Limited's control occurs, Evolution Adventures Limited will notify you of the cost increase and any proposed change to fees to cover the rise in costs. Any change to fees must be agreed to in advance by you. This clause does not oblige you to agree to any increase in fees.
- e) Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. Occasionally, Our Event prices are discounted for a limited period for promotional purposes. Discounts can never be applied retrospectively to reduce the price of a confirmed booking.
- f) If you book a place on a flight-inclusive Event fewer than 9 months before departure to a destination outside the UK, Channel Islands and Isle of Man, or fewer than six months before departure for UK or land-only destinations, on the prior written notice by Evolution Adventures Limited a surcharge may be payable for the booking to cover any increase in flight and/or Operational Costs. This will only apply where such an increase in costs is legitimately and reasonably incurred by Evolution Adventures Limited as a result, and is supported by documentary evidence of such increases. If you do not agree to pay the surcharge to cover the increase, your booking will not be confirmed.
- g) On occasion, airport taxes are excluded from the main tour costs and are payable separately. The airport taxes are subject to change by the airline and the estimated

cost provided on the booking form, which you agree to, are based on the costs at the time of writing and this may increase or decrease accordingly. You will be advised of the confirmed amount ten weeks before departure, at the time of invoicing.

9. HEALTH & SAFETY

Evolution Adventures Limited takes health and safety issues very seriously. To ensure the safety of our customers, Evolution Adventures Limited insists that:

- a) All Participants understand the responsibilities that they have for their own health and safety;
- b) All Participants participate in the Event of their volition and must ensure that they are fit and healthy enough and fully prepared with appropriate clothing and equipment, to be participating in any activity they involve themselves with;
- c) All Participants complete a medical declaration prior to departure outlining any medical conditions they may have, and consent to this being shared with relevant Suppliers (e.g. yoga teacher), as appropriate. For some medical conditions We may request a medical note signed by the Participant's general practitioner or specialist medical practitioner to confirm the medical history stated on their medical form is correct and to provide an opportunity for the practitioner to conduct a risk assessment with the Participant.
- d) If you develop a new medical condition and this results in your withdrawal from the Event this will be considered as a cancellation by you and therefore result as a loss of your Booking Fee and tour costs, as per Section 7.
- e) All Participants are to ensure that they have adequate travel insurance cover for the activities involved. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance, but for British Citizens residing in the UK this is not mandatory. For citizens of other countries including those residing in the Channel Islands or Isle of Man, travel insurance for Events held in the UK (outside of your home jurisdiction) is mandatory.

10. YOUR RESPONSIBILITIES

- a) You have certain responsibilities with regard to your Event booking, and these responsibilities are set out below. Subject to these booking conditions, Evolution Adventures Limited will not be liable for any loss, damage, illness, discomfort or costs of whatever kind that you may sustain as a result of failing to discharge the responsibilities described in this clause.
- b) **Visas:** General information concerning visa requirements for British citizens is set out in the information section of your trip dossier; however it is your own responsibility to contact your nearest Embassy or Consulate for accurate, up to date information. This particularly applies to Participants who are not British citizens and for whom visa requirements may differ. Non-British Participants, or

Participants whose immediate family members have nationalities other than British, may require additional documentation to support their application, may need to apply earlier than British citizens, or may need to visit the Embassy or Consulate in person to apply. On some occasions non-British citizens residing in the UK need to apply for their visa in their home country. If you are non-British, or have non-British family members, you must check with the nearest Consulate or Embassy for visa requirements. All clients must obtain all necessary visas and relevant documentation themselves prior to departure.

- c) **Passports:** A full passport (valid for at least 6 months from arrival in the destination) is required for our overseas Events.
- d) **Health:** You must consult your doctor or travel health professional on current vaccination recommendations as early as 6 months before you depart, but no later than ten weeks before departure. Some general health advice for your destination can be found <http://www.fitfortravel.scot.nhs.uk> and <https://www.gov.uk/foreign-travel-advice>.
 - i) Evolution Adventures Limited requires you to complete a medical form outlining any conditions you may suffer from. If you develop any new medical condition that may affect your ability to enjoy and fully pursue the arrangements you book with Us, or may pose a risk your health and safety, or pose risk to the health and safety of the other Participants on the Event, you must notify Us immediately. Evolution Adventures Limited reserves the right, where appropriate, to ask you to provide written certification of your medical fitness prior to departure from your general practitioner or specialist medical practitioner.
 - ii) If you develop a new medical condition and this results in your withdrawal from the Event this will be considered as a cancellation by you and therefore result as a loss of deposit and tour costs as per Section 7.
 - iii) It is your responsibility to ensure that you obtain all recommended vaccinations, take all recommended medication and follow all medical advice in relation to your Event as recommended by your general practitioner or travel health specialist.
 - iv) If it becomes clear that you have misrepresented your medical or physical fitness once you arrive in the destination country, Evolution Adventures Limited reserves the right to refuse your participation if the local guides and Evolution Adventures Limited's tour manager deems that Your participation may cause risk to Your health and safety, or the health and safety of the group. Any alternative arrangements made in-country as a result of this are payable by You.
- e) **Documents:** It is your responsibility to ensure that passports, visas, vaccination certificates, travel insurance certificates and all other necessary documents are in order and, where appropriate, in your possession. Evolution Adventures Limited cannot accept any liability if you are refused entry onto any transport or into any

country due to failure on your part to carry the correct documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on Us, you will be responsible for reimbursing Us accordingly within 7 days, or by the date specified on your invoice, whichever is sooner. You are strongly recommended to have access to a credit card during the Event for emergency situations.

- f) **Transportation:** It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, We will notify you of the times by which you should arrive at all points of departure. If you miss a flight or other transportation We may use reasonable endeavours to assist you with arranging alternative transportation, but reserve the right to recover from you any costs We incur in making such arrangements, and no guarantees of securing alternative arrangements are made.
- g) **Behaviour:** You must not behave in a way that may cause distress or annoyance to others, or which may create the risk of danger or damage to property, to yourself, or to others. Please note that local laws may differ from that in your home country and these are the laws which will apply during the Event in respect of your behaviour. If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, Evolution Adventures Limited will not refund any portion of the cost of your Event and, if Evolution Adventures Limited incurs any expense as a result of your behaviour, you will be obliged to compensate Evolution Adventures Limited for that expense within 7 days or by the date specified on your invoice (whichever is sooner). Section 19(e) applies.
- h) **Participants aged under 18:** To participate in an Event organised by Evolution Adventures Limited, Participants must be at least 16 years old on the date of departure, unless otherwise stated or agreed in writing prior to booking. Participants aged under 18, hereafter named the Child, must be accompanied throughout the Event by a parent, legal guardian, or a responsible adult aged 18 or over, as nominated by the parent(s) and/or legal guardian. The accompanying adult takes full responsibility for all behaviour of the Child during the Event, including, but not limited to, accompanying the Child throughout, ensuring the Child adheres to local laws, and ensuring the Child is protected as per our Child Protection policy (see (i) below and Schedule 1).
 - i) If either the Child or responsible adult is not able to complete the Event for any reason and alternative arrangements have to be arranged, such as alternative hotel accommodation, transfers, airlifting, meals, drinks etc., the responsible adult and Child must remain together for these arrangements. The responsible adult is responsible for all associated costs which must be paid locally.
 - ii) If there is more than one responsible adult accompanying the Child, and the Child and/or one of the responsible adults is not able to complete the event, as above, the Child's care may be taken over by the other responsible adult.

- i) **Child protection:** By booking a place on one of our Events you are agreeing to adhere to our child protection policy (Schedule 1). Please familiarise yourself with this policy before departure.
- j) **Responsible tourism:** By booking a place on one of our Events you are agreeing to adhere to our responsible tourism policy (Schedule 2). Please familiarise yourself with this policy before departure.
- k) **Travel insurance:** It is a condition of your contract with Us that you take out travel insurance at the time of, prior to, or shortly after making your booking, and provide Us with the full details of your policy (see Section 4 above). Evolution Adventures Limited cannot be held responsible for any loss as a result of your failure to ensure you have purchased an adequate insurance policy or if you fail to notify your insurer of particular requirements for cover. Given the nature of Our Events, it is essential that you make a full disclosure to your insurance provider of the nature of your trip, and that you ensure that your policy is one that is suitable for this kind of Event, and that the cover provided is sufficient for your personal circumstances. You must take relevant details of the policy with you for the duration of the Event in the event of needing to claim. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory. For citizens of other countries, including the Channel Islands and Isle of Man, who do not reside in the UK, travel insurance for Events held in the UK is mandatory. The Participant is advised to purchase travel insurance at the time of booking to ensure that they are covered immediately from the point of booking and the time leading up to the Event itself.

11. FORCE MAJEURE

- a) Except where otherwise expressly stated in these booking conditions, Evolution Adventures Limited will not be liable for, nor obligated to pay, compensation for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control as a result of Force Majeure. In these Booking Terms, Force Majeure means any event, series of events, or circumstances which Evolution Adventures Limited or Our local partner could not, even with due care and consideration, foresee or avoid.
- b) These types of events include, but are not limited to, acts of war or terrorism whether actual or threatened, acts of God, natural disasters such as earthquakes, floods, or weather conditions making it impossible to travel safely or remain safely in the destination, nuclear, chemical or biological disasters, riot, civil unrest, embargo, sabotage, government-imposed curfews or lockdowns, labour strikes, significant changes to political policy which restrict travel, health outbreaks, epidemics and pandemics (including but not limited to the ongoing effects of the COVID-19 pandemic), etc.
- c) We follow the advice given by the Foreign, Commonwealth & Development Office (FCDO) which, in part, offers advice and guidance for British citizens travelling abroad. If the FCDO advises that travel to a certain country should not be

undertaken, or advises that British citizens leave a country, this may constitute Force Majeure.

12. OUR RESPONSIBILITIES

- a) Our obligations, and those of Our suppliers providing any service or facility included in your Event, but unrelated to any independent activities you may wish to undertake which fall outside the inclusions of your itinerary, are to take reasonable skill and care to arrange for the provision of such Services and facilities. Where We and/or Our supplier are actually providing the Service or facility, our obligation is to provide them, and to do so with reasonable skill and care.
- i) You must show that reasonable skill and care has not been used if you wish to make any claim.
 - ii) Standards of, for example, safety, hygiene and quality vary across the destinations that our Events operate in. Sometimes these standards will be lower than those that would be expected to be found in the UK or your home country and local laws and/or and regulations may differ.
 - iii) The Services and facilities included in your Event will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority), or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.
- b) For claims which do not involve death or personal injury, We accept, and will only have, liability, subject to paragraphs (d) and (e) below, should We or Our suppliers fail to satisfy the obligations detailed in paragraph (a) above. If We have liability, We will, subject to paragraphs (e) and (f) below, pay you compensation. The maximum amount of compensation that We will pay you in any circumstance will be a refund of your Event cost (excluding any amendment charges or insurance premiums), and a refund of any directly attributable expenses. We will use the maximum sum to assess the appropriate sum due to you in the circumstances of your particular complaint.
- c) For claims which involve death or personal injury as a result of an activity forming part of your Event, We accept, and will only have, liability subject to paragraphs (d) and (e) below should We or Our suppliers fail to satisfy the obligations detailed in paragraph (a) above. If We have liability, We will, subject to paragraphs (e) and (f) below, pay you reasonable compensation. To avoid doubt, this agreement in no way seeks to limit our liability to you for death or personal injury which arises out of our negligence, or in respect of any other liability which it would be unlawful to try to limit.
- d) We have liability in accordance with paragraphs (b) and (c) above and subject to paragraphs (e) and (f) below except where the cause of the failure to provide, or failure in, your Event, or any death or personal injury you may suffer, is not due to any fault on Our part, or that of Our suppliers, agents or servants, because it is either attributable to you, or attributable to someone unconnected with your Event

and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond Our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither We, nor Our servants, agents or suppliers could have foreseen or forestalled.

- e) If any international convention applies to or governs any of the Services or facilities included in your Event arranged or provided by Us, or provided by any of Our suppliers, and you make a claim against Us of any nature arising out of death, injury, loss or damage suffered during, or as a result of, the provision of those Services or facilities, Our liability to pay you compensation and/or the amount (if any) of compensation payable to you by Us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that We are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your Event.
- f) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions. If, for any reason, you do not claim against the carrier and make a claim for compensation from Us, We will not consider your claim until such time as you have made a complete assignment to Us of any rights you have against the carrier.
- g) You must, if We are adjudged to have, or if We accept, liability for a claim that you make, assign to Us any rights that you may have against any of Our servants, agents or suppliers who are in any way responsible for the failure of your Event or any death or personal injury you may suffer. You must also co-operate with Us in any claim We choose to bring against any third party that We, in Our discretion, deem to be so responsible.
- h) We will not accept responsibility for Services or facilities which do not form part of Our agreement, or where they are not advertised on Our website or other promotional materials. For example, any excursions you chose to undertake while using free time before, during, or after the Event, or any other service or facility which any supplier agrees to provide for you.

- i) This Section 12 is intended to set out Our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations, 2018, as amended. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by Us, We only promise to use reasonable skill and care as set out above and We do not have any further or different liability to you.
- j) You must tell Us and the supplier concerned about your claim or complaint as set out in Section 14 below. If asked to do so, you must transfer to Us or Our insurers any rights you have against whoever is responsible for your claim or complaint and provide Ourselves and Our insurers with all co-operation and assistance that may be reasonably required.
- k) We do not accept liability for:
 - i) any damage, loss, expense or other sum(s) of any description which, based on the information you gave Us at the time of booking, We could not have foreseen you would suffer or incur if We breached Our contract with you;
 - ii) any business losses.

13. TRANSPORTATION

- a) Air, rail, road and other departure times are supplied by the carriers. They are subject to, inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown in your trip preparation documents, your pre-departure documents or on your tickets. The timings are estimates only.
- b) Evolution Adventures Limited does not have any liability to you for any delays that may arise. Further, your dealings with all carriers are subject to the conditions of carriage of the carrier, some of which may limit or exclude liability.
- c) We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where We are only able to inform you of the likely carrier(s) at the time of booking, We shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as We become aware of this.
- d) The carrier(s), flight timings and types of aircraft shown in the brochure and detailed on your confirmation are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be emailed to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times, destination, dates and spelling of names.
- e) It is possible that flight times may be changed even after tickets have been issued - We will contact you as soon as possible if this occurs.

- f) Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying Our normal charges.
- g) Any changes requested by you, such as to alter the spelling of a name you incorrectly submitted to us, to change flight dates or times, or other arrangements, are subject to an administration fee of £50, plus any airline-imposed fees.
- h) Please note the existence of a “Community list” (available for inspection at http://ec.europa.eu/transport/modes/air/safety/airban/index_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.
- i) Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from Evolution Adventures Limited. Your rights to a refund and/or compensation from Us are set out in Section 6 above. If the airline does not comply with these rules you should complain to the UK Civil Aviation Authority here: <http://www.caa.co.uk>.

14. COMPLAINTS AND PROBLEMS

- a) If you have a complaint about any of the Services or facilities provided in connection with your Event arrangements booked with Evolution Adventures Limited during the Event, you must tell Evolution Adventures Limited’s tour manager, local representative, or agent on site immediately. If this is not possible, you should use the telephone number for Evolution Adventures Limited which you will be supplied with before your departure. This will put you in contact with a Director or appropriate employee who will take all reasonable steps to help you. It is only if you do this that Evolution Adventures Limited has the opportunity to put matters right on the spot.
- b) If the matter is not resolved, please email info@evolution-adventures.com within 28 days of your return to your home country. Your complaint will be investigated and a full reply sent to you as soon as possible. As Our investigations often involve obtaining information from overseas, it may take a few weeks.

15. TOUR INCLUSIONS AND EXCLUSIONS

- a) What the price includes (unless otherwise stated):
 - i) economy class seats on international/domestic flights where shown;
 - ii) airport taxes and fuel surcharges;
 - iii) standard class on rail, road and other transportation as described on Our website and in other promotional materials related to the Event;

- iv) in-flight meals and/or refreshments, according to the airline used;
 - v) meals as described in the itinerary;
 - vi) A reasonable checked luggage allowance (usually 15-23kg, unless otherwise stated);
 - vii) transfers between the appropriate overseas airports/stations/ports and your hotels as specified in your itinerary;
 - viii) accommodation – this may be solo, twin, triple or multi-share accommodation, depending on the nature of the Event (e.g. solo options are usually not possible in mountain huts);
 - ix) services of Our local representatives and tour managers, as applicable;
 - x) excursions and tours where specifically detailed;
 - xi) itinerary as stated, subject to changes in the event of local bureaucracy, meteorological factors, the fitness of the group, political issues, landslides and other natural disaster and so on; and
 - xii) other inclusions, as specified on your trip confirmation documents.
- b) What the price excludes:
- i) travel insurance;
 - ii) the cost of personal items such as laundry, drinks with meals or otherwise, souvenirs, incidentals, etc;
 - iii) airport security or maintenance charges if levied by any airport;
 - iv) airport departure taxes payable locally;
 - v) optional excursions;
 - vi) the cost of visas, passports and other required travel documentation;
 - vii) transport between your home and airport, port or station;
 - viii) gratuities for service provided on a personal basis;
 - ix) meals, other than those specified in your itinerary;
 - x) the single or solo supplement payable on bookings where only one person is travelling and/or where a single room is required;
 - xi) flight supplements;
 - xii) optional extras;

- xiii) vaccinations and medical supplies;
- xiv) equipment and kit required for the comfort and safe running of the Event, other than as specified; and
- xv) other exclusions, as specified on your trip confirmation documents.

16. EXCURSIONS/REPRESENTATIVES AND AGENTS

- a) We will not accept responsibility for Services or facilities which do not form part of Our agreement, or where they are not advertised on Our website or other promotional materials related to the Event. For example, any excursion you book while away, or any service or facility which any supplier agrees to provide for you. Excursions will be subject to the rules and regulations applicable to the particular location, venue or attraction.
- b) Our acceptance of liability for the acts of Our representatives or agents in Section 12 above is only binding if Our representatives or agents are acting with Our authority, and/or performing their duties as described on our website or in other promotional materials related to the Event. This excludes, for example, any social contact that you may have with them.

17. FINANCIAL SECURITY

- a) Evolution Adventures Limited endeavours to take appropriate measures to protect any monies paid by participants in respect of an Event for which a contract is in place. This includes maintaining financial failure insurance, public liability insurance, or other such measures as may be appropriate in relation to the Event.

18. OTHER

- a) By booking an Event with Evolution Adventures Limited, you are acknowledging that you may be visiting places where the political, cultural and geographic attributes may present certain risks, dangers and physical challenges greater than those present in Our daily lives in the UK. By booking an Evolution Adventures Limited Event, you acknowledge that you have considered the potential risks, dangers and challenges, and expressly assume the risks of such travel conditions. Furthermore, you are solely responsible for acquainting yourself with the local conditions at each stop on the itinerary.
- b) Evolution Adventures Limited has used reasonable endeavours to verify the statements made herein but cannot be held responsible for any error, omission or unintentional representation that may appear in Our printed or online material.
- c) Any arrangements, excursions or additional travel arrangements you make independently which do not form part of the Event are entirely at your own risk.
- d) Any photograph or image of you secured or taken on any of Our Events may be used by Evolution Adventures Limited without charge in all media for bona fide

promotional or marketing purposes, including promotional materials of any kind, such as brochures, posters/flyers, presentation slides, videos and online on Our website and social media channels, where express consent has been provided by you prior to the Event. We will cease to use such images should you choose to withdraw your consent.

- e) By submitting a booking form, you agree to accept the authority and decisions of Our employees, group leaders and tour managers, agents and suppliers while on the tour. If, in the opinion of any of these, your health or conduct appears likely to endanger the progress of an Event, you may be excluded from the whole of, or part of, the Event. In the case of your ill health, poor conduct, or injury, We may make such arrangements as We deem necessary, of which all costs will be payable by you. If you commit an illegal act you will be removed from the Event and we shall have no responsibility to, or for you.
- f) Important note: the information and prices shown on Our website and in other promotional materials may have changed by the time you come to book your arrangements. Although We make every effort to ensure the accuracy of the information and prices at the time of publishing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with Us or your travel agent at the time of booking.
- g) The website <https://evolution-adventures.com> and other promotional materials are Our sole responsibility. This information is not issued on behalf of any independent organisation/carriers whose Services are featured in it, and therefore does not commit any independent organisation/carrier.

19. JURISDICTION & GOVERNING LAW

- a) As Evolution Adventures Limited is a Guernsey registered company, these Booking Conditions are governed by Guernsey law and any legal proceedings arising from these Booking Conditions shall be dealt with by the courts of Guernsey.
- b) Where applicable, English law may apply, and any legal proceedings arising from these Booking Conditions not dealt with under Guernsey law, may be dealt with by the courts of England & Wales.

20. LIMITATION OF LIABILITY

- a) Nothing in this Agreement shall limit or exclude the liability of either party for:
 - i) Death or personal injury: Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - ii) Fraud: Fraud or fraudulent misrepresentation;
 - iii) Liability under indemnities: Liability under the indemnities contained in Section 20(b);

- b) Unlawful liability restrictions. Any matter in respect of which it would be unlawful to exclude or restrict liability. Neither party shall under any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - i) any loss of profit, sales, revenue, or business;
 - ii) loss of anticipated savings;
 - iii) loss of, or damage to, goodwill;
 - iv) loss of agreements or contracts;
 - v) loss of use or corruption of software, data or information;
 - vi) any loss arising out of the lawful termination of this Agreement or any decision not to renew its term;
 - vii) or any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- c) Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

21. ASSIGNMENT

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. In the event that consent for assignment is given, the terms of this Agreement will be binding upon each party's respective successor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in relation to the provision of such Services.

23. SEVERABILITY

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the parties.

24. DATA PROTECTION

- a) Evolution Adventures Limited is dedicated to providing enjoyable experiences for all its clients, from the point of enquiry, throughout the booking process and of course during the Event itself. An important part of making your experience enjoyable, is for you to have peace of mind that your data and personal information is protected and only used in the way, and for the duration, you authorise. This Privacy Policy applies when you use our services, or provide any personal information via our website, as outlined below.

- b) We process personal data only in strict compliance with the Data Protection (Bailiwick of Guernsey) Law, 2017, the Data Protection Act, 2018, the General Data Protection Regulation (EU) 2016/679 (hereafter referred to as GDPR), and associated legislation. We may change this privacy policy from time to time and you should check this page regularly. You can find out more about the rules for the protection of personal data inside and outside the EU here.
- c) How Data is Collected:
- i) Website: When using <https://evolution-adventures.com> you may encounter webpages with links such as 'book now', 'enquiries' or 'sign up for our newsletter' and upon clicking these links you will be asked to enter personal information.
 - ii) Booking form: When booking a place on an Event with Evolution Adventures Limited, you will be asked to provide personal information on a booking form. You will be asked to confirm that you give your permission for Us to process your booking.
 - iii) Phone, by email, or in person: When contacting Evolution Adventures Limited on the phone, by email, or in person, you may be asked to provide personal information for us to provide you with information you may have requested, or some other reason, such as to process a booking. Written communication, such as email, may be archived at the conclusion of our Services to you.
- d) How We use your information:
- i) **To provide travel services:** Your personal information will only be passed on to the relevant suppliers of your travel arrangements such as the airlines, hotels, ground handlers, tour manager and public authorities, such as customs or immigration, if required by them, or in order for us to comply with any requirements imposed on us by law, and to provide the Services you have booked. Examples of information which is passed to the relevant suppliers of your travel arrangements such as airlines, hotels, tour manager and ground handlers include, but are not limited to, your full name, passport details, date of birth, dietary requirements, allergies or medical conditions you may have which may be relevant to your participation in the Event. The information provided to these suppliers will only be held for a reasonable time in order to provide your travel services.
 - ii) **To keep you informed (important information about your travel arrangements):** When you provide personal information we may contact you predominantly by email, with important details about your travel arrangements, such as flight schedules, changes to the itinerary or other essential travel information. You will not be added to our electronic mailing list unless you specifically request to be added. We will never pass on your details to any third party for marketing purposes.

- iii) **To keep you informed (marketing):** If you opt in to our electronic newsletter, you will receive communications from us with information that we think you may be interested in, or to personally invite you to join new events. You may opt out at any time and you will not be contacted in this manner again unless you opt in once again. Your name and email address will be stored in a database managed by our preferred electronic marketing partner.
- iv) **To get your opinion:** When you return from an Event operated by Evolution Adventures Limited, you will receive a survey by email asking for your opinion and experience on how the event was operated. You are not obligated to respond to these surveys and you have the choice to remain anonymous.
- v) **To improve our service:** Your anonymised personal information may be used for statistical and analytical purposes in future.
- e) **Cross-border transfers:** We process data inside and outside of the European Union in order to provide your travel services. Many of the countries we transfer data to outside of the European Union are considered under GDPR to require additional safeguarding to ensure the same level of security is applied to the processing of your data as is afforded to you under GDPR in the EU. We take additional measures when transferring your data to our ground handlers outside of the EU, including having additional clauses in our contracting processes with our ground handlers, requiring them to process your data with the same level of care and protection as stated in this privacy policy, and only for the purposes of providing your travel arrangements.
- f) **Our policy about children's information:** Children under 18 are not permitted to take part in our events without parental permission. Where permission is given, all events require that children under 18 are accompanied by a parent, legal guardian, or a guardian in loco parentis, such as teachers, tutors or authorised members of an educational establishment if the child is taking part in an educational trip organised by that establishment. Where a request is made for a child to take part in our events, parental permission must be given at the time of booking. Communication by Evolution Adventures Limited will be channelled via the parent or guardian.
- g) **Your rights and choices:**
 - i) **Delete data:** You are entitled to request that your data held by us is deleted if it is no longer necessary to provide services to you. For avoidance of doubt, this means that if you request your data is deleted before you have taken part in an event which you are signed up for, we will not be able to process your booking and your place may be cancelled.
 - ii) **Change or correct data:** You are entitled to have your personal data rectified if it is inaccurate or incomplete.
 - iii) **Object to, restrict, or limit the use of data:** You are entitled to request that we stop processing your data at any time. You have the right to object to your data being processed for marketing or data analysis.

- iv) Access or request your data: You are entitled to request your personal data in a format which can be copied or transferred from one IT environment to another. This will be in .csv, .xlsx, or PDF format. Requests should be made in writing to info@evolution-adventures.com and will be considered in accordance with applicable laws and provided within 30 days of you submitting your request.

- h) Cookies: Cookies are text files that store basic information that a web site can use to recognise repeat site visits. Evolution Adventures Limited may use cookies to collect information during your visit to our website, such as the particular site areas you visit and which country you are in, built in an analytics package. We collect this information to better tailor our site and our products to your interests and needs. Cookies are never used to collect information of a private nature, such as email addresses or contact details. Cookies do not attach to your system and damage your files. If you do not want information collected through the use of Cookies, there is a simple procedure in most browsers that allows you to deny or accept the Cookie feature. We use the performance cookies on our website to help provide you with a better user experience. These cookies collect information about how visitors use a website, for instance which pages visitors go to most often and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works. By using our website, you agree that we can place these types of cookies on your device. Security is very important to us and we will take all reasonable precautions to ensure your personal information is secure.

- i) All personal information is restricted to prevent unauthorised access, misuse or modification, including but not limited to, password protection, or in the case of physical documents, storage in a secure location.

- j) Please email info@evolution-adventures.com if you have any comments, questions or requests about this Privacy Policy. If you prefer, you may write to us at Evolution Adventures Limited, Amani, La Colline Des Bas Courtils, Route Des Bas Courtils, St Saviour, Guernsey, GY7 9YQ.

SCHEDULE 1

Child Protection Policy

- a) It is important for all participants to be aware of the importance of child protection throughout the trip. A child is defined as a person under 18 years old. The welfare of all children is paramount, whether they are a fellow participant, a child at a community project or a member of the public and regardless of their culture, gender, language, racial origin, religious belief and/or sexual identity.
- b) By participating in one of our Events you agree to our good practice policy to ensure all young people are kept safe and protected. I agree to:
 - i) Always work in an open environment, e.g. never spend time alone with a child, avoid private or unobserved situations, and encourage open communication with no secrets, ensuring two adults are always present etc.;
 - ii) Treat all young people equally and with respect and dignity;
 - iii) Always put the welfare of the young person first;
 - iv) Act appropriately towards children and show them respect and compassion;
 - v) Avoid unnecessary physical contact with young people. Where any form of manual/physical support is required it should be provided openly and with the consent of the young person;
 - vi) Ensure that adults never enter a young person's room;
 - vii) Be an excellent role model, which includes not smoking or drinking alcohol in the company of young people, and being sensitive about use of language, topics of conversation and physical expressions;
 - viii) Ask for consent from children, parents and/or guardians, and/or project leaders before filming or taking photographs of them;
 - ix) Immediately stop any interaction with a child if they say to stop, or if the child appears uncomfortable with the interaction.
 - x) Report any inappropriate behaviour observed to the tour manager or other relevant official(s).
- b) I will not:
 - i) Place a child in situations of exploitative labour or place them in danger by allowing them into a high risk environment.
 - ii) Hold or touch children in an inappropriate, culturally insensitive or sexual way.
 - iii) Have sex with a child or children, flirt or make suggestive comments, expose them to sexual materials or abuse them through non-contact sexual activity.
 - iv) Hit or physically abuse any child, nor will I psychologically and/or verbally abuse any child.
- c) Any inappropriate behaviour on the part of any individual toward any child will be dealt with immediately as per section 20(e) of our Booking Terms and Conditions.

SCHEDULE 2

Responsible Tourism Policy

- a) During Our trips we try to ensure that the local economy benefits from our presence there by using local partners who provide a good working environment for the staff, such as being properly equipped for the activities being undertaken and being paid reasonable wages for their work.
- b) We ask our participants to treat the local staff and people they interact with as they would like to be treated; with respect, dignity and care.
- c) Participants are asked to minimise their impact on the environment they are visiting, by adhering to good environmental practices such as disposing of litter properly, recycling where possible, refilling water bottles and purifying water instead of buying plastic bottles and not wasting water or electricity.
- d) We encourage participants to take biodegradable toilet paper, soaps and other eco-friendly sanitary products on hikes to keep the trail clean and to ensure that we comply with 'leave no trace' tourism. We also request that participants resist the urge to take rocks and seashells, etc. home as souvenirs and do not carve their names into or leave stickers on monuments, including summit signs.
- e) Evolution Adventures Limited understands the potential harm that can come from taking groups into areas of fragile ecosystems. We endeavour to lessen the impact by only travelling with small groups into such areas and by ensuring that our participants are well informed about the impact that their actions can have on the environment they are visiting.
- f) Evolution Adventures Limited will not tolerate any form of slavery, servitude, forced or compulsory labour, human trafficking or exploitation, as defined by the Modern Slavery Act, 2015, within our business or supply chain. We endeavour to do our best to protect the rights of humans and animals by refusing to get involved in any kind of exploitation.
- g) The Different Travel Company has a policy of only working with agents who are local to the destination and who are, as far as possible, independent, reliable and professional. Although we seek to ensure that our trips are accompanied by Evolution Adventures Limited representatives to support participants during their experience, we contract with local suppliers, guides and drivers for all our trips.
- h) At the end of trips, participants may be asked to consider donating unwanted clothing, shoes, additional snacks, or other items to the local community, where appropriate. This should be done via a local charity or Our local representative.
- i) We expect participants in Our trips to have an awareness of the culture, history, beliefs and practices of the destination they are visiting and abide by its rules (even if they don't agree with them). This includes dressing appropriately and practicing respectful etiquette.