

Attempting to become Travelife Certified and any subsequent Travelife Certification you may achieve is subject to this Agreement between you (the Property) and Travelife, and the terms set out below. "Travelife" means Travelife Ltd, whose registered office is at 30 Park Street, London, SE1 9EQ, United Kingdom with company number 03290532.

These terms form a legally binding agreement between you and Travelife in relation to your certification attempt and any subsequent Travelife Certification you may achieve. By completing the Registration Form to register with Travelife and/or paying the fees, you agree to be bound by these terms.

It is therefore important that you take time to read them carefully before you pay any fees to Travelife or otherwise agree to the terms of this Agreement. You may not carry out a certification attempt with Travelife, use the Travelife Customer Support Website or the Travelife Evergreen system if you have not accepted these terms.

Background

- A. Travelife is a Certification body that provides an international sustainability certification to accommodation providers using third party verification.
- B. Accommodation providers are individual tourist accommodation entities who wish to undergo the audit process to verify if they are Compliant with the Travelife Certification Requirements.
- C. To become Travelife Certified, accommodation providers must undergo a Certification Attempt that includes an on-site Inspection Audit of their Property. If evidence is found that the accommodation provider complies with 100% of the Travelife Certification Requirements that apply to their Property, they achieve Travelife Certification that is valid for 2 years following the date of their Inspection Audit, subject to continually maintaining compliance to the Travelife Certification Requirements and passing a Certification Check-up that is carried out remotely approximately 1 year after their Inspection Audit.
- D. Third party verification means that Travelife trains and contracts independent Auditors to find evidence regarding whether a Property complies with the Travelife Certification Requirements and provides this evidence to Travelife in the form of an Audit Report. Following a full review of the Audit Report, Travelife makes a Certification Decision.

It is agreed that:

1. Definitions and interpretation

1.1. The definitions and rules of interpretation in this Clause apply to the terms of this Agreement:

Activation: The process of Travelife making the online services and Certification Attempt available to a Property following payment of the Travelife Fee or Recertification Fee.

Activation Date: The date (day, month and year) that Travelife makes the online services and Certification Attempt available to a Property following payment of the Travelife Fee or Recertification Fee.

Auditor and Travelife Auditor: An individual that is contracted by Travelife to assess a Property's compliance with each of the Travelife Certification Requirements.

Audit Report and Inspection Audit Report: A written report submitted to Travelife by a Travelife Auditor that contains a judgement about if a Property was Compliant or Non-compliant with each of the Travelife Certification Requirements that apply to them, along with a summary of the evidence the Auditor found (or that was missing) to support their judgements. The final report is provided to the Property. In the case of a Certification Decision being 'not certified' the Property will be provided with a copy of the report that includes an explanation of their Non-compliances.

Audit Result: How many of the Travelife Certification Requirements a Property was Compliant with which in turn leads to the Certification Decision. There are three possible audit results:

- i. **Certified:** The Property is Compliant with 100% of the Travelife Certification Requirements that apply to them.
- ii. **Improvements:** The Property is Non-compliant with between 1 and 40 of the Travelife Certification Requirements that apply to them and has 6 months to submit evidence to Travelife showing Compliance with these requirements.
- iii. **Failed:** The Property is Non-compliant with 41 or more of the Travelife Certification Requirements that apply to them, or their Audit Result was 'Improvements' but they did not submit evidence to Travelife by the deadline given (see above under 'Improvements').

Certification and Travelife Certification: A designation a Property receives when Travelife is satisfied that the Property has met and maintained Compliance with all the Travelife Certification Requirements that apply to them.

Certification Attempt: The process of a Property trying to achieve and maintain Travelife Certification.

Certification Check-up: The process of a Property submitting evidence to Travelife online that an Auditor reviews to verify that the Property has maintained Compliance with the relevant selection of the Travelife Certification Requirements.

Certification Check-up Audit Date: The date (day, month and year) that a Property finished uploading all of the required evidence for their Certification Check-up audit.

Certification Check-up Deadline: 14 months after the most recent Inspection Audit Date.

Certification Check-up Result: The outcome of the Certification Check-up that determines if the Property can retain their Travelife Certification. There are three possible results:

- i. **Passed:** This maintains their existing Travelife Certification until it expires.
- ii. **Improvements:** The Property is Non-compliant on 1 or more of the Travelife Certification Requirements that apply to them and has 2 months to submit evidence to Travelife showing Compliance with these requirements.
- iii. **Failed:** The Property had their Travelife Certification withdrawn because they missed the Certification Check-up Deadline or their Certification Check-up Result was 'Improvements' but they did not submit evidence to Travelife by the deadline given (see above under 'Improvements').

Certification Decision: The final judgement that Travelife makes, based on the Audit Result, about whether a Property is Travelife Certified. The Certification Decision is either 'certified' or 'not certified'.

Certification Process: The process of a Property attempting to obtain a Travelife Certification and maintaining any subsequent Certification that has been given. The Certification Process start date is when Travelife receives payment from the Property or when Travelife activates or reactivates the Property's account in Evergreen (whichever comes first). The Certification Process ends 2 years after the Certification start date.

Closing Meeting: A meeting between the Auditor and representatives from the Property that takes place at the end of an Inspection Audit.

Compliant: This means that an Auditor and/or Travelife has made a judgement that a Property has demonstrated that they meet the relevant specific Travelife Certification Requirement.

ChainConnect: A programme Travelife offers to groups of 10 or more Properties that are managed by the same central headquarters. This programme is designed to streamline the Certification Process but

does not offer Certification to the entire chain or group because Travelife only certifies individual tourist accommodation establishments.

Customer Support Website and Support Website: The website Travelife uses to provide Properties with resources that support their Certification Process, including maintaining their Certification.

Consumer Website: The website Travelife maintains for the general public. This is where Travelife regularly maintains searchable listings of properties with a current Travelife Certification who have paid all fees that are due.

Data Protection Legislation: Any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018 ("DPA"); and (iii) any other relevant legislation. The terms personal data and data controller shall have the meanings set out in the DPA.

EPIT (Environmental Performance Improvement Tool): The online software Travelife provides in the Evergreen system so that a Property can monitor and report on specific environmental performance indicators.

Evergreen: The online software that Travelife uses to manage the Auditing and Certification Process.

Evergreen Account or Account: A Property's unique area of Evergreen from which the Certification Process is managed.

Head Office: The shared corporate headquarters of a chain or group of accommodation providers.

Improvements: A stage a Property may be at during their Certification Attempt if, following their Inspection Audit, it has been determined that the Property is Non-compliant with between 1 and 40 of the Travelife Certification Requirements that apply to them.

Improvements Report: A version of the Audit Report provided by Travelife for a Property whose Audit Result was 'Improvements'. The report shows which requirements the Property is Non-compliant with along with an explanation of why the Property was Non-compliant with each one.

Inspection Audit: An Auditor visiting a Property to find evidence of compliance and/or non-compliance with each of the Travelife Certification Requirements that the Property must comply with.

Inspection Audit Date: The date (day, month and year) on which a Property's Inspection Audit took place or, in the case of audits that take place over more than 1 day, the date on which the Inspection Audit commenced.

Inspection Audit Deadline: The date by which a Property must carry out their Inspection Audit which is within 1 year of their Activation or Reactivation Date or, in the case of Repeat Audits, within 1 year of their previously paying the Repeat Audit Fee.

Inspection Audit Duration: The time an Inspection Audit is expected to take. For example, 1 day or 2 days.

Main Contact: The individual designated as the Property's primary contact person in Evergreen, also referred to as the Travelife Coordinator. This is the email address Travelife will use for all communications.

Maximum Nightly Guest Occupancy: The total possible number of overnight guests a Property is allowed to accommodate on any single night, excluding infants in cots or bassinets. This includes any use of foldout sofa beds and rollaway beds to accommodate additional guests in a room.

New Certification Attempt: A Property either carrying out a Certification Attempt for the first time, or when a previously Certified Property carried out a Certification Attempt more than 1 year after their

most recent Certification expired, or when a Property failed to achieve Certification after their last Inspection Audit that took place more than 1 year ago.

Non-compliant: This means that an Auditor and/or Travelife has made a judgement that a property has not demonstrated that they meet the relevant specific Travelife Certification Requirement.

Opening meeting: A meeting between the Auditor and representatives from the Property that takes place at the beginning of an Inspection Audit.

Passed: A Property whose Certification Check-up Result shows zero (0) non-compliances

Property: An individual tourist accommodation provider.

Property Profile: The information about an individual Property that is held in Evergreen and is necessary for Travelife to use in order to manage their Certification Attempt along with any subsequent Certification.

Property Size: The scale of a Property that Travelife determines by the Property's total Maximum Nightly Guest Occupancy. In other words, the total amount of overnight guests a Property can accommodate on any one-night excluding infants sleeping in cots or bassinets.

Quality Check: The process of Travelife reviewing the report's an Auditor submits following an Inspection or check-up Audit to ensure that sufficient evidence has been found to allow Travelife to make an informed Certification Decision.

Reactivation: The process of Travelife making the online services and Certification Attempt available to a Property who has paid the Travelife Reactivation Fee.

Reactivation Date: The date (day, month and year) that Travelife makes the online services and Certification Attempt available to a Property following payment of the Travelife Reactivation Fee.

Reactivation Fee: The fee a Property pays in one of the following situations:

- i. Their most recent Travelife Certification expired more than 1 year ago and less than 3 years ago and they intend to carry out another Certification Attempt; or
- ii. they failed to achieve Certification after their last Inspection Audit that took place more than 1 year ago and less than 3 years ago and they intend to carry out another Certification Attempt.

Recertification and Recertification Attempt: The process of renewing a Travelife Certification either before a Property's current Certification has expired or no more than 1 year after their most recent Certification expired.

Recertification Fee: The fee a Property pays for a Recertification Attempt which is only possible when the Property's most recent Certification has not expired or expired less than 1 year ago.

Registration Form and Online Registration Form: An online questionnaire that the Property must complete if one of the following situations applies to them:

- i. The Property has never had a Travelife Inspection Audit; or
- ii. the Property had a Travelife Certification that expired more than 3 years ago; or
- iii. the Property failed their most recent Travelife Inspection Audit that took place more than 3 years ago.

Repeat Audit: An Inspection Audit that is carried out within 1 year of a previous Inspection Audit where the Property failed to achieve Certification.

Repeat Audit Fee: The fee a Property pays for another Certification Attempt after failing their most recent Inspection Audit less than 1 year ago.

Senior Manager: The general manager of the Property or another member of the Property's management team that has the authority to act on behalf of the general manager in their absence.

Spot Check: A process Travelife may use to confirm if a Property is maintaining compliance with one or more of the Travelife Certification Requirements. Spot Checks may occur at the Property, involve a review of the Property's publicly available materials and communications or involve Travelife requesting that the Property email them documents, images or videos that are required to verify compliance with the Travelife Certification Requirements.

Trade Support and Trade Support+: A Travelife programme that travel and tourism organisations can join in order to access Travelife's latest report showing the Certification status of all Properties currently working with Travelife.

Travelife Certified or Certified: This is a designation a property can use, in accordance with the terms of this Agreement, once Travelife has determined that the property is compliant with the Travelife Certification Requirements.

Travelife Certificate: The certificate showing the name and address of a Property that is Travelife Certified, along with the expiry date of their Certification, that properties can download electronically from Evergreen.

Travelife Certification Logo: The logo a Property with a current Travelife Certification can download from Evergreen and use to promote their Travelife Certification during the period when their Certification is valid.

Travelife Certification Requirements: A set of criteria that Properties must comply with in order to achieve and maintain Travelife Certification.

Travelife Coordinator: An individual that a Property designates to be the main Travelife contact person in respect of all auditing and certification activities.

Travelife Fee: The fee a Property pays in one of the following situations:

- i. They intend to carry out their first ever Certification Attempt; or
- ii. they were previously Travelife Certified and their Certification expired more than 1 year ago and they intend to carry out another Certification Attempt; or
- iii. they failed to achieve Certification after their last Inspection Audit that took place more than 3 years ago and they intend to carry out another Certification Attempt.

User: An individual that has been assigned to a Property in Evergreen and has created login credentials to access Evergreen.

1.2. The headings shall not affect the interpretation of this Agreement.

1.3. A person includes a natural person, corporated or unincorporated body (whether or not having separate legal personality).

1.4. The background form part of this Agreement and shall have effect as if set out in full within the body of these terms. Any reference to this Agreement includes the background.

1.5. Words in the singular shall include the plural and vice versa.

1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment. This includes any subordinate legislation for the time being in force made under it.

1.7. Where the words "include", "includes", "including" or "in particular" are used in these terms, they are deemed to have the words without limitation following them and, where the context permits,

the words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.

2. Fees and inclusions

2.1. Travelife publishes the latest fees for individual Properties online at <https://travelifestaybetter.com/pricing-benefits/> and the latest fees for ChainConnect Properties at <https://travelifestaybetter.com/chain-prices/>. The fee a property pays depends on the following factors:

- a. How Travelife designates the size of the Property which is determined by the Maximum Nightly Guest Occupancy as specified in Clause 2.2 and as illustrated in **Table 1: Property sizes**; and
- b. what type of Certification Attempt the Property intends (or is required) to carry out as specified in Clause 2.3 and as illustrated in **Table 2: Fee types**; and
- c. if the Property’s Head Office is working with Travelife as part of the ChainConnect programme (as specified in Clause 2.4) and how many properties they have designated to be part of this programme as illustrated in **Table 3: ChainConnect group sizes**. Fees for ChainConnect Properties can be found here <https://travelifestaybetter.com/chain-prices/>.

2.2. Property sizes

- a. Unless the Property is part of the ChainConnect programme as specified in Clause 2.4, the Property size is determined by the Maximum Nightly Guest Occupancy of the Property.
- b. The Maximum Nightly Guest Occupancy must be calculated by the Property and based on the total number of guests that can sleep at the Property on any single night when the Property is open and accepting guests in all rooms. It excludes infants accommodated in cots or bassinets.
- c. The way Travelife categorises Properties by Maximum Nightly Guest Occupancy is illustrated in **Table 1: Property sizes**.
- d. If, at any time during the term of this Agreement, Travelife find that the Property failed to provide Travelife with the correct Maximum Nightly Guest Occupancy as shown in **Table 1: Property sizes**, the following terms apply:
 - i. If the corrected Property size category is larger according to the Property sizes shown in **Table 1: Property sizes**, the Property must pay any fee differential to Travelife and Travelife may request this payment at any time during the term of this agreement; and
 - ii. if the corrected Property size category is smaller according to the Property sizes shown in **Table 1: Property sizes**, Travelife will refund the Property any fee differential within 30 days of identifying the size difference.

Table 1: Property sizes

Travelife Property size category:	Maximum Nightly Guest Occupancy:
Micro	1 to 30 guests
Small	31 to 160 guests
Medium & Large	161 to 1,000 guests
Mega	1,001 or more guest

2.3. Certification Attempts and fee types

- a. In addition to fees being based on Property size as specified in Clause 2.2, the fee a Property pays will differ depending on the type of Certification Attempt they intend to (or are required to) carry out as specified in **Table 2: Fee types**.

Table 2: Fee types

Fee type:	Applies to:	Certification Attempt type:
Travelife Fee	Properties that have never had a Travelife Inspection Audit; or Properties that had their most recent Travelife Inspection Audit more than 3-years ago.	Certification Attempt
Reactivation Fee	Properties who had a Travelife Certification that expired more than 1 year ago and less than 3 years ago; or Properties who failed their most recent Certification Attempt and their last Inspection Audit was more than 1 year ago and less than 3 years ago.	Certification Attempt
Recertification Fee	Properties that have a current Travelife Certification (it has not yet expired); or Properties who had a Travelife Certification that expired less than 1 year ago.	Recertification Attempt
Repeat Audit Fee	Properties who had their most recent Travelife Inspection Audit less than 1 year ago and they have been told by Travelife that they are not Certified (have failed their Certification Attempt).	Certification Attempt

2.4. ChainConnect

- a. ChainConnect is for Properties that are part of a chain or group of ten or more Properties with a shared Head Office.
- b. Properties are only designated as part of ChainConnect if an authorised person at their corporate headquarters has signed the ChainConnect Agreement and notified Travelife that the Property will participate in the ChainConnect programme.
- c. The latest fees for ChainConnect properties can be found at <https://travelifestaybetter.com/chain-prices/>.
- d. The fee each ChainConnect Property pays is based on the following three factors:
- The group size category as specified **Table 3: ChainConnect group sizes** below; and
 - if the Property size has been designated by Travelife as Mega (see 'Property sizes' explanation and **Table 1: Property sizes** above); and
 - what type of Certification Attempt an individual ChainConnect Property wishes to carry out (see Clause 2.3 'Certification Attempts and fee types' and **Table 2: Fee types** above).
- e. All individual properties participating in the ChainConnect programme are designated as Medium & Large by Travelife unless they have a Maximum Nightly Guest Occupancy of 1,000 or more, in which case they are designated as Mega.

Table 3: ChainConnect group sizes

ChainConnect size category	Number of properties in programme
Micro	10 to 15 properties
Small	16 to 25 properties
Medium	26 to 50 properties
Large	51 to 100 properties

Very Large	101 or more properties
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2.5. Inclusions

- a. All fee types include the following:
 - i. Access to and use of Evergreen, the Travelife Environmental Performance Improvement Tool (EPIT) and the Customer Support Website for an unlimited number of staff at the Property; and
 - ii. one Inspection Audit, including the Auditor's fees and travel costs. This must be utilised within 12-months of Activation (see below under Clause 6 'Activation').
- b. Upon Certification, all fee types also include the following:
 - i. A Travelife Certification that is valid for 2-years, subject to passing the Certification Check-up audit; and
 - ii. a downloadable and printable Travelife Certificate; and
 - iii. a downloadable Travelife Certification Logo; and
 - iv. a listing on the Travelife Consumer Website (as long as any fees due have been paid); and
 - v. a Certification Check-up audit including the Auditor's fees.
- c. In addition to everything listed above in Clause 2.5 under 'Inclusions', fees for ChainConnect properties also include the following:
 - i. One online audit preparation meeting between Head Office staff, Travelife specialists and assigned Auditors; and
 - ii. one Head Office preparation meeting report provided by Travelife that details any Improvements or recommended changes that can be made by corporate headquarters ahead of the individual audits at each property in the ChainConnect programme. This report is sent after the meeting; and
 - iii. a complimentary printed Certificate and award plaque for each Certified Property. These will not be sent automatically and each Property must complete an online order form before the Certificate and plaque will be shipped from Travelife.

3. Registration of new and Reactivating Properties

- 3.1. Properties paying the Recertification Fee or Repeat Audit Fee do not need to complete the registration process contained in this Clause 3. However, as specified in Clauses 7.4 and 10.2, they must review and update their Evergreen Property Profile at least once per year.
- 3.2. The terms in this Clause 3 only apply to Properties that meet at least one of the following conditions:
 - a. Properties that have never had a Travelife Inspection Audit; or
 - b. Properties that had their most recent Travelife Inspection Audit more than 3-years ago; or
 - c. Properties who had a Travelife Certification that expired more than 1 year ago and less than 3 years ago; or
 - d. Properties who failed their most recent Certification Attempt and their last Inspection Audit was more than 1 year ago and less than 3 years ago.

3.3. Completion of the Online Registration Form

- a. An authorised representative of the Property, with the right and capacity to enter into this Agreement and be bound by these terms, must complete an Online Registration Form.
- b. A Registration Form must be completed for each individual Property.
- c. Each question on the Registration Form must be answered fully, truthfully and accurately.
- d. Travelife may, at any time, refuse to continue the Certification Process, or withdraw any Certification that has subsequently been given, if evidence is found that misleading, untruthful or inaccurate answers were given on the Registration Form.
- e. Failure to provide the correct Maximum Nightly Guest Occupancy may result in the Property paying additional fees to Travelife which Travelife may recover at any time as specified in Clause 2.2.d.
- f. If a Property, at any time, finds that they made a mistake on the Registration Form or that incorrect information was otherwise provided to Travelife about the Property, an authorised representative must immediately email info@travelife.org to notify Travelife of the error and to provide a correction.
- g. Travelife reserves the right, in its absolute sole discretion, to refuse to accept a Registration Form, refuse to continue the Certification Process, or withdraw any Certification subsequently given for any reason, and subject to refund of any fees paid to date, at Travelife's discretion.

4. Payment

4.1. All Travelife fees are in Euros.

4.2. Payments can be made online via credit or debit card, or by bank transfer.

4.3. Properties paying the Travelife Fee or the Reactivation Fee:

- a. The preferred payment method must be selected when completing the Online Registration Form. The Property will then be prompted to enter billing details so that the payment can be processed as specified in Clauses 4.6 and 4.7.
- b. If payment by bank transfer is selected, within approximately 10 United Kingdom business days, the Property will be emailed an invoice from Travelife to the contact email supplied by the Property for invoicing and payment communications as specified in Clause 4.7.

4.4. Properties paying the Recertification Fee:

- a. Approximately 6 months before their most recent Certification expires, Travelife will automatically email an invoice to the contact email supplied by the Property for invoicing and payment communications.
- b. Information about how to pay the Recertification Fee online by credit or debit card will be provided on the invoice.
- c. Instructions for how to pay by bank transfer will be provided on the invoice.

4.5. Properties paying the Repeat Audit Fee:

- a. Approximately 10 United Kingdom business days after the Certification decision has been made, Travelife will automatically email an invoice to the contact email supplied by the Property for invoicing and payment communications.
- b. Information about how to pay the Repeat Audit Fee online by credit or debit card will be provided on the invoice.
- c. Instructions for how to pay by bank transfer will be provided on the invoice.

4.6. Card payments (debit or credit cards):

- a. Travelife uses the Stripe platform to process debit or credit card transactions.
- b. Travelife will not store card information. However, via the Stripe platform, Travelife can view the card type, cardholder name, the last four digits of the card number and the expiry date.
- c. Travelife will not use card details to process any further transactions, even if the Property is overdue with any future fees they must pay. This means that if and/or when any future fee is due, Travelife will email an invoice to the contact email address they have on file so that the Property can decide if they wish to continue, which payment method they wish to use and when they wish to pay.
- d. Upon payment by credit card, Stripe will issue an automated receipt that will be sent to the email address provided by the Property in the online payment system.
- e. Within approximately 10 United Kingdom business days, Travelife will email an invoice showing the balance that has been paid by credit card. This will be emailed to the email address the Property provided for invoicing in their Evergreen Property Profile area or, in the case of properties working with Travelife for this first time, on their Registration Form.

4.7. Bank transfer payments:

- a. The invoice will be in Euros and will include information that will enable the Property to arrange payment by bank transfer.
- b. The Property must pay for any bank charges.
- c. Within approximately 10 United Kingdom business days of the funds clearing in Travelife's bank account, Travelife will email an invoice showing the balance that has been paid by bank transfer. This will be emailed to the email address the Property provided for invoicing in their Evergreen Property Profile area or, in the case of properties working with Travelife for this first time, on their Registration Form.

4.8. Payment deadlines

a. Travelife Fee

- i. There is no payment deadline. However, any Travelife Fee invoice that remains unpaid 60 days after the date shown on the invoice will be cancelled. Should the Property request another invoice, it will be subject to any fee increases Travelife has implemented.

b. Recertification Fee

- i. The Recertification Fee must be paid no more than 1 year after the Property's most recent Certification expired.

c. Reactivation Fee

- i. Properties are only eligible for this lower fee if they meet at least one of the following conditions:
 - Their most recent Travelife Certification expired more than 1 year ago and less than 3 years ago; or
 - they did not achieve Travelife Certification following an Inspection Audit that took place more than 1 year ago and less than 3 years ago; or
 - they paid the Travelife Fee but did not have their Inspection Audit within 1 year of their Activation Date.

- ii. Any Reactivation Fee invoice that remains unpaid 60 days after the date shown on the invoice will be cancelled. Should the Property request another invoice, it will be subject to any fee increases Travelife has implemented.

d. Repeat Audit Fee

- i. The Repeat Audit Fee must be paid and the Repeat Audit carried out no more than 1 year after the Property's most recent Inspection Audit Date.

5. Inspection Audit Deadline

- 5.1. The Inspection Audit must be carried out within 1 year of the Property's Activation or Reactivation Date.
- 5.2. If the Property fails to carry out the Inspection Audit within 1 year of the Property's Activation or Reactivation Date, and they wish to continue with their Certification Attempt, they must pay the Reactivation Fee before the 2-year anniversary of their Activation or Reactivation Date as shown in [Table 4](#).
- 5.3. If the Property fails to carry out the Inspection Audit within 1 year of the Property's Activation or Reactivation Date and does not pay the Reactivation Fee before the 2-year anniversary of their Activation or Reactivation Date, and they wish to continue with a Certification Attempt, they must pay the Travelife Fee as illustrated in [Table 4](#).

Table 4: Inspection Audit Deadlines

Fee type:	Inspection Audit Deadline:	If not audited by deadline:	If Reactivation Fee not paid within 2 years of deadline:
Travelife Fee	Within 1 year of Activation Date	Pay Reactivation Fee	Pay Travelife Fee
Reactivation Fee	Within 1 year of Reactivation Date	Pay Reactivation Fee	Pay Travelife Fee
Recertification Fee	Within 1 year of Reactivation Date	Pay Reactivation Fee	Pay Travelife Fee
Repeat Audit Fee	Within 1 year of most recent Inspection Audit Date.	Pay Reactivation Fee	Pay Travelife Fee

6. Activation of the Property's Evergreen Accounts

6.1. For Properties paying the Travelife Fee

- a. **Within approximately 10 United Kingdom business days of receiving payment, Travelife will:**
 - i. Activate the Property's unique Evergreen profile; and
 - ii. update the Property's Profile using the information provided in the Online Registration Form that was completed; and
 - iii. add the individual identified by the Property as the Travelife Coordinator (on the Registration Form) as the main contact in Evergreen. This will trigger an automated email from Evergreen inviting the individual to create their Evergreen login credentials.
- b. **Once the Travelife Coordinator receives their Evergreen invitation email, the Property will:**
 - i. Ensure the Travelife Coordinator promptly creates their Evergreen login credentials; and

- ii. ensure any other employees or contractors who need access to the Property's Profile have been sent an Evergreen invitation email. This can be carried out from within Evergreen by a logged in user; and
 - iii. not invite any individuals to create Evergreen login credentials who are not employed or contracted by the Property, the Property's Head Office or parent company; and
 - iv. notify Travelife immediately of any apparent breaches of security such as misuse of unauthorised disclosure or use of login credentials; and
 - v. complete the Evergreen Property Profile questionnaire, updating any existing information that is incorrect. Refer to Clauses 7.4 and 10.2 for important terms regarding the Property's responsibility for keeping the Evergreen Property Profile accurate and up to date.
- c. Travelife is not responsible for any dissatisfaction with the use of the Evergreen system and reserves the right to terminate this Agreement if you have used it for unsuitable or inappropriate purposes.

6.2. For Properties paying the Reactivation Fee

a. Within approximately 10 United Kingdom business days of receiving payment, Travelife will:

- i. Ensure the Property's unique Evergreen profile has been Reactivated; and
- ii. update the Property's Profile using the information provided in the Online Registration Form that was completed; and
- iii. ensure the individual identified by the Property as the Travelife Coordinator (on the Registration Form) has been added as the main contact in Evergreen. If this individual had not previously created Evergreen login credentials, this will trigger an automated email from Evergreen inviting the individual to create their Evergreen login credentials.

b. Once the Travelife Coordinator receives their Evergreen invitation email, the Property will:

- I. Ensure the Travelife Coordinator can access Evergreen; and
- II. ensure any other employees or contractors who need access to the Property's Profile have been sent an Evergreen invitation email. This can be carried out from within Evergreen by a logged in User; and
- III. not invite any individuals to create Evergreen login credentials who are not employed or contracted by the Property, the Property's Head Office or parent company; and
- IV. complete the Evergreen Property Profile questionnaire, updating any existing information that is incorrect. Refer to Clauses 7.4 and 10.2 for important terms regarding the Property's responsibility for keeping the Evergreen Property Profile accurate and up to date.

6.3. For Properties paying the Recertification Fee and Repeat Audit Fee.

- a. Within approximately 10 United Kingdom business days of receiving payment, Travelife will ensure the Property's unique Evergreen profile is active.

b. The Property will:

- i. Ensure the Travelife Coordinator can access Evergreen; and

- ii. ensure any other employees or contractors who need access to the Property's Profile have been sent an Evergreen invitation email. This can be carried out from within Evergreen by a logged in User; and
- iii. not invite any individuals to create Evergreen login credentials who are not employed or contracted by the Property, the Property's Head Office or parent company; and
- iv. complete the Evergreen Property Profile questionnaire, updating any existing information that is incorrect. Refer to Clauses 7.4 and 10.2 for important terms regarding the Property's responsibility for keeping the Evergreen Property Profile accurate and up to date.

7. Inspection Audits

7.1. Audit Duration

- a. The expected duration of the Inspection Audit is between 1 and 2 days. Travelife estimates the audit duration based on the following factors:
 - i. The Maximum Nightly Guest Occupancy of the Property; and
 - ii. how much time has passed since the Property was last Travelife Certified and/or since they had their last Inspection Audit; and
 - iii. if significant changes have taken place since the Property's last Inspection Audit. Some examples include, but are not limited to, the addition of guest rooms, the construction of new buildings or facilities, significant changes to staff numbers or the ownership structure; and
 - iv. if the Property had their most recent Travelife Certification withdrawn or suspended as specified in Clause 11; and
 - v. any other factor that, in Travelife's sole opinion and at Travelife's sole discretion, would make it necessary for an Auditor to spend a shorter or longer time inspecting the Property.

Table 5: Expected audit durations

This table can be used to estimate the typical audit duration which may vary as specified in Clause 7.1.

Fee type	Property size	Expected audit duration
Any	Micro	1 day
Recertification Fee	Small, Medium & Large or Mega	1 day
Travelife Fee or Reactivation Fee	Small, Medium & Large or Mega	2 days
Repeat Audit Fee	Small, Medium & Large or Mega	1 day

7.2. Planned changes to the audit duration

- a. Should Travelife deem, for any reason and at their sole discretion, that a longer or shorter audit is necessary, the Property will be notified before the audit date is confirmed.
- b. If the Property does not agree to accommodate the planned change to the audit duration, the Inspection Audit cannot proceed and the Property cannot be Travelife Certified.
- c. Travelife will not issue any refunds of any fees paid if a Property is unwilling or unable to accommodate the planned change to the audit duration.

- d. If Travelife changes the audit duration before the audit is confirmed, and the information provided by the Property in their Evergreen profile (or on their Registration Form) is accurate, Travelife will not charge the Property for an audit that takes longer than the expected durations shown in [Table 5](#) above.
- e. No refunds or credits will be given for audits that take less time than expected.

7.3. Unplanned changed to the audit duration

- a. Should Travelife or a Travelife Auditor find that the information provided by the Property in their Evergreen profile (or on their Online Registration Form) was misleading or inaccurate, it may be necessary to alter the audit duration after the Inspection Audit Date has been confirmed, up to and including the Inspection Audit Date/s.
- b. If the audit will take longer, Travelife will charge the Property for the additional days as specified in [Table 6](#) below.
- c. No refunds will be given for audits that take less time than expected.
- d. Should the Property be unable or unwilling to accommodate the changed audit duration, they may cancel the audit or terminate an audit that has already commenced. However, no refund will be given and Travelife may additionally, at their sole discretion, recover audit cancellation fees as detailed in Clause 7.9.

Table 6: Additional unplanned audit day fees

Designated Property size	Daily fee
Micro	€250
Small	€350
Medium & Large	€450
Mega	€550

7.4. Reviewing and updating the Property Profile

a. Background information about reviewing and updating the Property Profile

The Property's Evergreen profile serves several essential functions in the Certification process, including determining the duration, scope and any risks associated with the audit, as well as providing important contact information for the Property.

The Property is responsible for ensuring that their Property Profile in Evergreen always contains accurate and up-to-date information. Travelife will not confirm any audit date until they have confirmed that the Property has reviewed their Evergreen Property Profile in the previous 6 months.

b. Travelife will:

- i. Highlight to the Property if their Property Profile is due to be reviewed; and
- ii. not, under any circumstances, confirm an audit date or allow an audit to take place unless the Property has reviewed their Property Profile within the previous 6 months; and
- iii. not be held responsible for changes to the audit scope or duration, including audit postponements or cancellations, nor missed communications nor any additional fees the Property must pay, because a Property's Profile contained inaccurate or outdated information. It is wholly the responsibility of the Property to ensure that the Property Profile is kept accurate and updated and Travelife has no liability with regard to any

additional costs to the Property as a result of failure to do so. Further, the Property will indemnify Travelife in respect of any losses, costs, damages and/or liabilities in connection with any description provided that is inaccurate or misleading.

c. The Property will:

- i. Carefully review any information already contained in the Evergreen Property Profile to ensure it is accurate and up to date; and
- ii. ensure this review is carried out in the 6 months leading up to every Travelife audit; and
- iii. correct any inaccurate information and supply any required information that is missing; and
- iv. ensure that the name and email address for authorised main contact in Evergreen is correct. This is the email address Travelife will use for all Inspection Audit-related communications; and
- v. make any necessary adjustments in terms of the Certification Process and, where necessary, pay any associated fees incurred because of changes to the audit scope or duration, including audit postponements or cancellations, and missed communications as a result of the Property's Profile containing inaccurate or outdated information. It is wholly the responsibility of the Property to ensure that the Property Profile is kept accurate and updated and Travelife has no liability with regard to any additional costs to the Property as a result of failure to do so. Further, the Property will indemnify Travelife in respect of any losses, costs, damages and/or liabilities in connection with any description provided that is inaccurate or misleading.

7.5. Confirming the Inspection Audit Date/s

a. Travelife will:

- i. Follow the Inspection Audit confirmation process shown in [Table 7](#); and
- ii. automatically assign an Auditor to a Property when:
 - They have confirmed that the Property has updated their Evergreen Property Profile within the past 6 months; and
 - they have confirmed that any fees the Property is due to pay have been received; and
 - in the case of Certification Attempts, approximately 3 months have passed since the most recent Activation Date ; or
 - in the case of Recertification Attempts, approximately 4 months are left before the Property's current Travelife Certification is due to expire.
- iii. Once the Auditor has been assigned, send an introductory email to both the Auditor and the Travelife Coordinator; and
- iv. once the Auditor and the Property have agreed an audit start date, and the Auditor has notified Travelife of this date, confirm the audit start date in Evergreen.

b. The Property will:

- i. Ensure their Evergreen Property Profile has been reviewed for accuracy; and
- ii. promptly work with their assigned Auditor to confirm a mutually suitable audit start date, making every reasonable effort to accommodate any dates suggested by the Auditor; and

- iii. ensure the audit takes place when their Property is open and accepting overnight guests (Inspection Audits cannot be carried out when the Property is closed); and
- iv. If they wish to have their audit before Travelife begins the Auditor assignment process as specified in Clause 7.5.a.ii, use the online audit request form (<https://travelifesupport.com/inspection-audit-request-form/>) to request an audit.

Table 7: The Inspection Audit confirmation process

Step 1: The Property reviews and, where necessary, updates their Evergreen profile.
Step 2: Travelife assigns an Auditor to the Property.
Step 3: The Property and the Auditor promptly agree to an Inspection Audit start date.
Step 4: Auditor confirms Inspection Audit start date.
Step 5: Travelife confirms the audit date in Evergreen.

7.6. Inspection Audit preparation

- a. The Property will carry out the following tasks and actions before the Inspection Audit takes place:
 - i. Review their operations to identify any potential health and safety hazards that may be encountered during the Inspection Audit and implement a plan for managing these, including obtaining any necessary personal protective equipment (PPE) for the Auditor; and
 - ii. respond to any Auditor requests for assistance with local travel arrangements such as transfers and accommodation reservations; and.
 - iii. ensure that managers and heads of department at the Property are aware that the Inspection Audit is taking place; and
 - iv. ensure that a senior manager will be available at the Property for the duration of the Inspection Audit. For example, the general manager or assistant general manager; and
 - v. ensure that at least one person has been designated as the Auditor's guide for the duration of the audit; and
 - vi. ensure that the Auditor will be able to access any area of the premises during the Inspection Audit; and
 - vii. ensure that the Auditor has been informed of the meeting time and location at the Property on the first day of the audit; and
 - viii. notify Travelife of any changes to the information they have provided in the Property's Evergreen Property Profile since the audit was confirmed by emailing info@travelife.org; and
 - ix. make use of the guidance materials provided in Evergreen and the Customer Support Website to ensure the Property is as prepared as possible for the Inspection Audit.

7.7. The Inspection Audit

a. Travelife will instruct Auditors to:

- i. Arrive promptly; and
- ii. follow any instructions given by the Property regarding health and safety, including making correct use of any personal protective equipment (PPE) that is necessary; and

- iii. treat all information they obtain during the audit as confidential and to only share it with Travelife when it is necessary to do so. This includes anything they see or hear; and
- iv. never remove documents or records from the premises that contain personal identifying information unless this information has been redacted (blacked out). This includes scans, photocopies, videos and photographs of documents that contain unredacted personal identifying information.

b. The Property will:

- i. Ensure at least one senior manager attends both the Inspection Audit Opening and Closing Meetings. For example, the general manager or assistant general manager; and
- ii. during the Opening Meeting, provide the Auditor with a health and safety briefing along with any necessary training and personal protective equipment (PPE); and
- iii. allow the Auditor to conduct private interviews with staff of their choosing and, where necessary, providing an interpreter of the same or lower ranking as the interviewee; and
- iv. allow the Auditor full access to any area of the premises they request to see. In the case of guest rooms that are occupied, allow the Auditor to access alternative rooms of their choosing or to return to the room at a later time when there are no guests present; and
- v. allow the Auditor full access to any documents, records or technology they wish to view; and
- vi. not allow the Auditor to remove documents or records from the premises that contain personal identifying information unless this information has been redacted (blacked out). This includes scans, photocopies, videos and photographs of documents that contain unredacted personal identifying information; and
- vii. accommodate the Auditor's reasonable requests for any equipment they require to conduct the Inspection Audit that they cannot reasonably be expected to bring with them. For example, the Auditor may request a bucket to measure water flow rates in showers.

7.8. Inspection Audit curtailment

- a. Travelife will instruct Auditors to immediately end an Inspection Audit if any of the following occur:
 - i. The Property refuses to allow the Auditor access to an area, documents or records that the Auditor has requested to see, unless accessing the area poses a legitimate and verifiable health and safety threat. Properties should be aware that missing keys, keycards, codes or combinations for locked areas will not be considered a legitimate reason for refusing access to an area because the Property is expected to prepare for full access to all areas as specified in Clause 7.7.b ; and/or
 - ii. the Property attempts to interfere with the Auditor's private staff interviews, including coaching, intimidating or retaliating against staff members who have been selected for private interviews; and/or
 - iii. a staff member physically or verbally abuses the Auditor; and/or
 - iv. the Auditor is subject to any form of sexual harassment or abuse; and/or
 - v. the Auditor is subject to any form of discrimination; and/or
 - vi. the Auditor has legitimate concerns for their own health or safety.

- b. If an Inspection Audit is curtailed, the Property will not be due any refund and will need to pay for another Certification Attempt should they wish to continue seeking a Travelife Certification.
- c. If an Inspection Audit is curtailed, Travelife reserves the right to charge the audit cancellation fees shown in [Table 8](#), unless the curtailment was due to events beyond the Property's reasonable control or due to no fault on the Property's part, at Travelife's sole discretion.
- d. If an Inspection Audit is curtailed by the Auditor due to their own personal circumstances such as illness or a family emergency, Travelife will reschedule the Inspection Audit at a later date. The Property will not be charged any additional fees to cover the new Inspection Audit, however, Travelife will not be liable for the payment of any additional losses or expenses that the Property may incur as a result of such a curtailment and new date.

7.9. Cancellation or postponement of a confirmed Inspection Audit

- a. An Inspection Audit is confirmed when Travelife has updated Evergreen with the audit start date agreed between the Auditor and the Property, and a confirmation email has been sent to the Property's main contact in Evergreen.
- b. The Property must immediately email auditoperations@travelife.org to request a cancellation or postponement of a confirmed Inspection Audit Date.
- c. Cancellations or postponements can be made up to 30 days before the audit start date and the audit will be rescheduled at no additional cost. However, repeatedly postponing a confirmed Inspection Audit may incur the fees shown in [Table 8](#), and the decision to charge these fees will be at Travelife's sole discretion.
- d. Cancelling or postponing a confirmed Inspection Audit within 30-days of the audit start date will result in the Property paying the cancellation and postponement fees to Travelife that are shown in [Table 8](#). A new Inspection Audit Date will not be confirmed until Travelife has received the cancellation and postponement fees from the Property.
- e. If a confirmed Inspection Audit has to be cancelled or postponed because the Auditor is unable to reach the Property location as a result of a Force Majeure type event (as defined at Clause 20 below), Travelife will arrange for an alternative date for the Inspection Audit as soon as possible after the Force Majeure event has cleared and the Auditor is able to reach the Property safely.

Table 8: Inspection Audit cancellation and postponement fees

Property size	Inspection Audit cancellation or postponement fee
Micro	€425
Small	€565
Medium & Large	€750
Mega	€930

8. Inspection Audit Result and Certification Decision

8.1. The Audit Report (Inspection Audits)

a. Background information about the Audit Report quality check process

The Audit Report is compiled by the Auditor approximately 7 to 10 days after the Inspection Audit.

Based on the Auditor's observations during the Inspection Audit, the Auditor will make a judgement about whether the Property was Compliant with each of the Travelife Certification Requirements that apply to it.

The Auditor will make a comment against each applicable requirement to explain their judgement and, in the case of Non-compliances, explain what evidence of Compliance was not found.

The Auditor completes the report in Evergreen and submits it to Travelife.

Travelife reviews each requirement to assess if they agree with the Auditor's judgement regarding the Property's Compliance with each requirement and/or if they need further information from the Auditor. Travelife may, at their sole discretion, change an Auditor's Compliance judgement if they disagree with it.

b. Travelife will:

- i. Instruct Auditors that they are not obliged to communicate with the Property or accept additional evidence after the Inspection Audit has concluded and before Travelife accepts their uploaded Audit Report; and
- ii. instruct Auditors that they are strictly prohibited from communicating with the Property about the Inspection Audit and from accepting additional evidence from the Property after the Audit Result has been determined by Travelife as specified in Clause 8.2; and
- iii. instruct Auditors to upload their Audit Reports within 10 days of the conclusion of the Inspection Audit.

c. The Property will:

- i. Not attempt to contact the Auditor or provide additional evidence to the Auditor after the audit has concluded, unless specifically invited to do so by the Auditor which is entirely at their own discretion; and
- ii. not promote or otherwise represent themselves as Travelife Certified unless their most recent Travelife Certification has not yet expired.

8.2. Inspection Audit Results and Certification Decisions

- a. Once Travelife is satisfied that sufficient information has been found to make an informed, objective and impartial Compliance Decision about each applicable requirement, a final Audit Result is determined.
- b. There are three possible Inspection Audit results that are shown in [Table 9](#).
- c. The Audit Result is determined by Travelife and Travelife's determination is final.
- d. The Property may appeal a Compliance Decision regarding specific requirement/s by using the Travelife Complaints and Appeals process that can be found on the website using this link <https://travelifestaybetter.com/appeals-and-complaints/>.

e. Travelife will:

- i. Send an email confirming the Audit Result to the email address of the Property's main contact in Evergreen; and
- ii. make the Audit Report or Improvements Report (whichever is applicable) available in the Property's Evergreen account approximately 30 days after the conclusion of the Inspection Audit; and

- iii. keep the Property informed if the Audit Result is delayed for more than 30 days after the conclusion of the Inspection Audit by emailing the main contact in the Property's Evergreen profile.

Table 9: Inspection Audit Results and Certification Decisions

Non-compliances	Audit Result	Certification	Next step
41 or more	Failed	Not certified	Repeat audit as specified in Clause 8.3.
1 to 40	Improvements	Not certified	Property has 6 months to show Compliance with all Non-compliant requirements as specified in Clause 8.4. Otherwise the Property requires a Repeat Audit as specified in Clause 8.3.
Zero (0)	Certified	Certified	Certification Check-up audit due approximately 12 months after the Inspection Audit date as specified in Clause 10.

8.3. Properties whose Audit Result is 'Failed'

- a. If the Audit Result shows 41 or more Non-compliances the Property has failed their audit and is not Certified.
- b. Travelife will:**
 - i. Make the Audit Report available in the Property's Evergreen account; and
 - ii. ensure the Audit Report shows which requirements the Property was Non-compliant with and explain why they were Non-compliant with each one.
- c. The Property will:
 - i. Not promote or otherwise represent themselves as Travelife Certified unless their most recent Travelife Certification has not yet expired; and
 - ii. when any previously issued Travelife Certification expires, remove the Travelife Certification Logo from any and all instances where it has been used by the Property within 28-days of the certification expiry date.
- d. Carrying out another Certification Attempt**
 - i. Should the Property wish to carry out another Certification Attempt, they must pay the Repeat Audit Fee **and** carry out the Repeat Audit within 12 months of the Inspection Audit Date.
 - ii. Travelife will not refund any Repeat Audit Fee that has been paid if the Property fails to carry out the Repeat Audit within 12 months of the most recent Inspection Audit Date, nor will it be applied as credit to any future fees due.
 - iii. Should the Property wish to carry out another Certification Attempt more than 1 year and less than 3 years after the Inspection Audit Date, they must pay the Reactivation Fee and begin the Certification Process again from the beginning. The next Inspection Audit must be carried out within 12 months of the Reactivation Date otherwise the Property must pay another Reactivation Fee.
 - iv. Should the Property wish to carry out another Certification Attempt more than 3 years after the Inspection Audit Date, they must pay the Travelife Fee and begin the Certification

Process from the beginning. The next Inspection Audit must be carried out within 12 months of the Activation Date otherwise the Property must pay the Reactivation Fee.

- v. To carry out another Certification Attempt, the Property must work through the Non-compliances list to ensure that the matters on this are rectified before another Certification Attempt is made. Should the Audit Result still be 'Failed' the Property will not be entitled to seek any refunds or payments from Travelife for their expenses incurred in actioning the works recommended on the Non-compliances list in order for another Certification Attempt to be made.

8.4. Properties whose Audit Result is 'Improvements'

- a. If the Audit Result shows between 1 and 40 Non-compliances the Property is not certified until they provide evidence that shows Compliance with each requirement.
- b. The Compliance Decision for each requirement is determined by Travelife and is final.
- c. The Property may appeal a Compliance Decision regarding specific requirement/s by using the Travelife Complaints and Appeals process that can be found on the website using this link <https://travelifestaybetter.com/appeals-and-complaints/>.
- d. The deadline for showing Compliance with all Non-compliant requirements is 6 months after the Inspection Audit Date.
- e. Failure to show Compliance with each of the Non-compliant requirements within 6 months of the Inspection Audit Date will result in a Failed Audit Result and the Certification Decision will be 'not Certified'. Should the Property wish to continue, they will need to pay for and carry out another Certification Attempt as specified in Clause 8.4.h.

f. Travelife will:

- i. Make the Improvements Report available in the Property's Evergreen account within approximately 30 days of the conclusion of the Inspection Audit; and
- ii. ensure the Improvements Report shows which requirements the Property was Non-compliant with and explains why they were Non-compliant with each one; and
- iii. provide an area in Evergreen for the Property to exchange messages directly with Travelife and to upload evidence of Compliance in the form of documents, images and videos; and
- iv. only accept evidence of Compliance that is submitted by the Property in Evergreen. Evidence is not accepted by email, phone, fax or post unless this has been expressly requested by a Travelife staff member; and
- v. immediately and permanently halt the Property's Certification Attempt if the property has submitted evidence that appears to be tampered with or fraudulent, such as manipulated images and/or videos (for example, by using software such as Photoshop to alter/enhance images). This may, at Travelife's sole discretion, result in a penalty period of up to 2-years during which time the Property is unable to carry out a Certification Attempt and will immediately result in the withdrawal of any existing Certification as specified in Clause 11, and no refunds or credits will be issued.
- vi. **not, under any circumstances**, extend the deadline the Property must meet for showing Compliance with all the Non-compliant requirements.

g. The Property will:

- i. Only use the dedicated improvements area of Evergreen to submit evidence of Compliance; and

- ii. Only submit evidence that is truthful and accurate; and
- iii. not promote or otherwise represent themselves as Travelife Certified unless their most recent Travelife Certification has not yet expired; and
- iv. when any previously issued Travelife Certification expires, remove the Travelife Certification Logo from any and all instances where it has been used by the Property within 28-days of the certification expiry date.

h. Carrying out another Certification Attempt after failing to meet the Improvements deadline.

- i. Should the Property wish to carry out another Certification Attempt, they must pay the Repeat Audit Fee **and** carry out the Repeat Audit within 12 months of the Inspection Audit start date.
- ii. Travelife will not refund any Repeat Audit Fee that has been paid if the Property fails to carry out the Repeat Audit within 12 months of the most recent Inspection Audit Date, nor will it be applied as credit to any future fees due.
- iii. Should the Property wish to carry out another Certification Attempt more than 1 year and less than 3 years after the Inspection Audit Date, they must pay the Reactivation Fee and begin the Certification process again from the beginning. The next Inspection Audit must be carried out within 12 months of the Reactivation Date otherwise the Property must pay another Reactivation Fee.
- iv. Should the Property wish to carry out another Certification Attempt more than 3 years after the Inspection Audit Date, they must pay the Travelife Fee and begin the Certification process from the beginning. The next Inspection Audit must be carried out within 12 months of the Activation Date otherwise the Property must pay the Reactivation Fee.
- v. To carry out another Certification Attempt, the Property must work through the Non-compliances list to ensure that the matters on this are rectified before another Certification Attempt is made. Should the Audit Result still be 'Failed' the Property will not be entitled to seek any refunds or payments from Travelife for their expenses incurred in actioning the works recommended on the Non-compliances list in order for another Certification Attempt to be made.

8.5. Properties whose Audit Result is 'Certified'

- a. If the Audit Result shows 0 Non-compliances the Property is Certified. Clause 9 specifies the terms for Properties that are Certified.

9. Travelife Certification

- 9.1. A Property is Travelife Certified when, following an Inspection Audit and any subsequent Improvements (as specified in Clause 8.4), Travelife determines the Property has shown Compliance with 100% of the Travelife Certification Requirements that apply to them.
- 9.2. The Certification start date is the same as the Property's most recent Inspection Audit start date.
- 9.3. The Certification is valid for 2 years and will expire on the 2 year anniversary of the Inspection Audit start date.

9.4. When a Property achieves Travelife Certification, Travelife will:

- a. Notify the Property by emailing the main contact in the Property's Evergreen Profile; and

- b. make a downloadable version of the Travelife Certificate available in the Property's Evergreen Account; and
- c. make a downloadable version of the Travelife Certification Logo available in the Property's Evergreen Account; and
- d. within approximately 14 days of the Certification date, list the Property on the Travelife Consumer Website; and
- e. within approximately 14 days of the Certification date, update the Property's Certification status on any reports Travelife makes available to the travel companies that Travelife directly works with under the Trade Support and Trade Support+ programme; and
- f. remind the Property when their Certification Check-up audit is due and what tasks the Property needs to complete for the Certification Check-up as specified in Clause 10; and
- g. monitor the Property's ongoing Compliance with the Travelife Certification requirements which may include, but not be limited to, the following:
 - I. Spot checks that take place at the Property; and/or
 - II. requesting documents, images or video to be sent to Travelife that Travelife will review remotely in order to verify compliance with the Travelife Certification Requirements; and/or
 - III. reviewing and, when necessary, following-up on complaints and other types of feedback received from staff, guests or any other parties about the Property's Compliance with the Travelife Certification Requirements; and/or
 - IV. reviewing the Property's website, social media channels, online reviews and any other publicly available material.
- h. Travelife may suspend or withdraw a Property's Certification before the Certification expiry date if the Property does not maintain Compliance with the Travelife Certification Requirements and/or is delinquent in paying any fees that are due as specified in Clause 11.

9.5. When a Property achieves Travelife Certification, the Property will:

- a. Display the Travelife Certificate in a shared front-of-house area of their Property; and
- b. ensure any use of the Travelife Certification Logo complies with the Travelife Brand Guidelines that can be found at this link <https://travelifesupport.com/logos-and-brand-guidelines/>; and
- c. ensure any descriptions they provide of Travelife Certification, whether verbal, printed, electronic or online, are accurate and in no way misleading; and
- d. ensure they continually maintain Compliance with the Travelife Certification Requirements; and
- e. immediately notify Travelife if they believe they are no longer Compliant with one or more of the Travelife Certification Requirements; and
- f. ensure their Property Profile in Evergreen is always up-to-date and accurate; and
- g. ensure that at least one person currently working for the Property is always designated as the Property's main contact in Evergreen and understands that they are responsible for reading and, where necessary, acting on all communications from Travelife; and
- h. accommodate any requests from Travelife for spot checks that may take place at the Property or by the Property submitting documents, images and video to Travelife that are reviewed by Travelife remotely in order to verify compliance with the Travelife Certification Requirements.

9.6. When a Property's Travelife Certification expires, Travelife will:

- a. within approximately 14 days of the Certification Expiry date, remove the Property's listing from the Travelife Consumer Website; and
- b. within approximately 14 days of the Certification Expiry date, update the Property's Certification status on any reports Travelife makes available to the travel companies that Travelife directly works with under the Trade Support and Trade Support+ programme.

9.7. When a Property's Travelife Certification expires, the Property will:

- a. Unless the Property has already been issued a new Travelife Certification, remove the Travelife Certification Logo from any and all instances where it has been used by the Property within 28-days of the certification expiry date.; and
- b. ensure they do not represent themselves as a Travelife Certified property in any way, whether verbal, written, electronic or online.

10. The Certification Check-up

10.1. Background information about Certification Check-ups

The Certification Check-up involves Travelife verifying that a Travelife Certified property complies with a specific selection of the Travelife Certification Requirements that involve the Property taking actions annually.

This verification happens online after the Property uploads information requested by Travelife to Evergreen with no Inspection Audit taking place. A summary of the Certification Check-up process is illustrated in [Table 10](#).

Up to date information about the applicable Travelife Certification Requirements and the information properties must provide can be found on the Customer Support Website at this link <https://travelifesupport.com/checkup-audits/>.

Table 10: Summary of the Certification Check-up process

Action	Timing
Step 1: The Property can begin uploading information to Evergreen.	10 months after their most recent Inspection Audit start date.
Step 2: The Property must have finished uploading all the required information to Evergreen.	14 months after their most recent Inspection Audit start date.
Step 3: A Travelife Auditor reviews the information provided by the Property and uses it to assess Compliance with the Travelife Certification Requirements that apply to the Certification Check-up.	Within 7 days of the Property uploading the required information.
Step 4: The Auditor submits a Certification Check-up report to Travelife. The date on which this happens becomes the Certification Check-up Audit Date.	Within 7 days of the Certification Check-up Audit Date.
Step 5: Travelife quality checks the Auditor's report and notifies the Property of the Check-up Audit Result.	Within 15 days of the Certification Check-up Audit Date.
Step 6: If the Audit Result is 'Improvements' the Property must finish uploading evidence showing their Compliance with any Non-compliances.	Within 2 months of the Certification Check-up Audit Date.

10.2. Reviewing and updating the Property Profile

- a. **Background information about reviewing and updating the Property Profile**

The Property's Evergreen Profile serves several essential functions in the Certification Process, including determining the duration, scope and any risks associated with the audit, as well as providing important contact information for the Property.

The Property is responsible for ensuring their Property Profile in Evergreen always contains accurate and up-to-date information as set out in Clause 7.4 above and the Property is subject to the full provisions contained therein. Travelife **will not allow any Certification Check-up audit to take place** until they have confirmed that the Property has reviewed their Evergreen Property Profile in the previous 4 months.

b. Travelife will:

- i. Highlight to the Property if their Property Profile is due to be reviewed; and
- ii. **not, under any circumstances,** allow a Certification Check-up audit to take place unless the Property has reviewed their Property Profile within the previous 4 months; and
- iii. **not be held responsible** for missed communications nor any additional fees the Property must pay, because a Property's Profile contained inaccurate or outdated information as fully set out in Clause 7.4.
- iv. Before submitting the information required for their Certification Check-up, the Property will:
 - Carefully review any information already contained in the Evergreen Property Profile to ensure it is accurate and up to date; and
 - ensure this review is carried out in the 4 months leading up to the Certification Check-up Deadline; and
 - correct any inaccurate information and supply any required information that is missing; and
 - ensure that the name and email address for designated main contact in Evergreen is correct. This is the email address Travelife will use for all communications; and
 - make any necessary adjustments in terms of the Certification Process and, where necessary, pay any associated fees incurred because of changes to the audit scope, and missed communications as a result of the Property's Profile containing inaccurate or outdated information.

c. Uploading the required information before Certification Check-up Deadline

- i. Failure by the Property to upload **all** the required information before the Certification Check-up Deadline will result in the Property's Travelife Certification being withdrawn. However, this is not the same as a permanent Certification being withdrawn as specified in Clause 11 because the Property is immediately able to carry out a Recertification Attempt after paying the Recertification Fee.
- ii. **Travelife will** email the Property's main contact in Evergreen to advise them of the following:
 - Which of the Travelife Certification Requirements will be assessed during the Certification Check-up; and
 - the type of information the Property has to provide in order to show Compliance with the Travelife Certification Requirements being assessed, along with any required formats or file types; and

- how to upload the required information to the designated area/s of Evergreen; and.
- the earliest date the Property can begin uploading the required information; and
- the deadline for uploading the required information.

iii. The Property will:

- Ensure that at least one person currently working for the Property has been designated to be the main contact (Travelife Coordinator) in Evergreen throughout the Certification Check-up Process; and
- ensure their Evergreen Property Profile has been reviewed for accuracy before the Certification Check-up Deadline; and
- only upload the required information to the designated area/s of Evergreen. Travelife will not accept information submitted by email, fax, phone or post; and
- Only upload information that is truthful and accurate.

10.3. Certification Check-up audits, audit reports and quality checks

a. Background information about the audit, audit report quality check process

The Certification Check-up audit only takes place if the Property uploaded all the required information and updated their Evergreen Property Profile before the Certification Check-up Deadline.

The Certification Check-up audit report is compiled by the Auditor approximately 7 days after the Certification Check-up Deadline.

The Auditor reviews the information provided by the Property and makes a judgement about whether the Property is Compliant with each of the Travelife Certification Requirements that apply to the Certification Check-up.

The Auditor will make a comment against each applicable requirement to explain their judgement and, in the case of Non-compliances, explain what evidence of Compliance was not found.

The Auditor completes the report in Evergreen and submits it to Travelife.

Travelife reviews each requirement to assess if they agree with the Auditor's judgement regarding the Property's Compliance with each requirement and/or if they need further information from the Auditor. Travelife may, at their sole discretion, change an Auditor's Compliance judgement if they disagree with it.

b. Travelife will:

- Instruct Auditors that they are not obliged to communicate with the Property or accept additional evidence at any time after the Certification Check-up Deadline; and
- instruct Auditors that they are strictly prohibited from communicating with the Property about the Certification Check-up audit and from accepting additional evidence from the Property after Travelife accepts their submitted Certification Check-up audit report; and
- instruct Auditors to upload their Certification Check-up audit report within 7 days of the Certification Check-up Deadline.

c. The Property will not:

- i. Attempt to contact the Auditor or provide additional evidence to the Auditor after the Certification Check-up audit deadline has passed, unless specifically invited to do so by the Auditor which is entirely at their own discretion.

10.4. Certification Check-up Results

- a. Once Travelife is satisfied that sufficient information has been found to make an informed, objective and impartial Compliance Decision about each applicable requirement, a final Certification Check-up Result is determined.
- b. There are three possible Certification Check-up Results that are shown in [Table 11](#) below.
- c. The Certification Check-up Result is determined by Travelife and is final.
- d. The Property may appeal a Compliance Decision regarding specific requirement/s by using the Travelife Complaints and Appeals process that can be found on the website using this link <https://travelifestaybetter.com/appeals-and-complaints/>.
- e. **Travelife will:**
 - i. Send an email confirming the Certification Check-up Result to the email address of the Property's main contact in Evergreen; and
 - ii. make the Certification Check-up audit report available in the Property's Evergreen account approximately 14 days after Certification Check-up Deadline; and
 - iii. keep the Property informed if the Certification Check-up Result is delayed for more than 21 days after the Certification Check-up Deadline by emailing the main contact in the Property's Evergreen profile.

Table 11: Certification Check-up Results

Outcome	Result	Next step in the Certification Process
Property does not upload all required information and/or update their Property Profile in Evergreen before the Certification Check-up Deadline.	Failed	The Property's Certification is withdrawn. To continue, the Property must pay the Recertification Fee and carry out a Recertification Attempt as specified in Clause 10.5.d.
1 or more Non-compliances.	Improvements	Property has 2 months from the Certification Check-up Deadline to show Compliance with all Non-compliant requirements as specified in Clause 10.6. Otherwise, the check-up is failed. To continue, the Property must pay the Recertification Fee and carry out a Recertification Attempt as specified in Clause 10.6.h.
Zero (0) Non-compliances.	Passed	The Property retains their current Travelife Certification until it expires as specified in Clause 10.7.

10.5. Properties whose Certification Check-up result is 'Failed'

- a. A Property has failed the Certification Check-up if they did not complete the following actions before the Certification Check-up Deadline:
 - i. Review their Evergreen Property Profile; and

- ii. upload all the required information to Evergreen.

b. Travelife will:

- i. Notify the Property by emailing the main contact in the Property's Evergreen profile and invite them to carry out a Recertification Attempt after paying the Recertification Fee; and
- ii. remove the Property's listing from the Travelife Consumer Website; and
- iii. show the Property as 'not Certified' in the reports Travelife makes available to their Trade Support and Trade Support+ customers; and
- iv. not issue any refunds or credits to the Property for any fees already paid.

c. The Property will:

- i. Stop displaying the Travelife Certificate at their Property; and
- ii. remove the Travelife Certification Logo from their website and any electronic or printed materials that can be viewed by guests visiting the hotel or the general public; and
- iii. not promote or otherwise represent themselves as Travelife Certified; and
- iv. remove the Travelife Certification Logo from any and all instances where it has been used by the Property within 28-days of the certification expiry date.
- v. The Property may use the Travelife Complaints and Appeals policy to appeal a Certification Decision. The policy can be accessed on the Travelife website by using this link <https://travelifestaybetter.com/appeals-and-complaints/>

d. Carrying out another Certification Attempt

- i. Should the Property wish to carry out another Certification Attempt, they must pay the Recertification Fee within 1 year of the Certification Check-up Deadline. The next Inspection Audit must be carried out within 12 months of the Reactivation Date otherwise the Property must pay the Reactivation Fee.
- ii. Should the Property wish to carry out another Certification Attempt more than 1 year and less than 2 years after the Certification Check-up Deadline, they must pay the Reactivation Fee. The next Inspection Audit must be carried out within 12 months of the Reactivation Date otherwise the Property must pay another Reactivation Fee.
- iii. Should the Property wish to carry out another Certification Attempt more than 2 years after the Certification Check-up Deadline, they must pay the Travelife Fee and begin the Certification Process from the beginning. The next Inspection Audit must be carried out within 12 months of the Activation Date otherwise the Property must pay the Reactivation Fee.

10.6. Properties whose Certification Check-up Result is 'Improvements'

- a. If the Certification Check-up Result shows more than 1 Non-compliance the Property must provide evidence that shows Compliance with each Non-compliant requirement.
- b. The Compliance Decision for each requirement is determined by Travelife and is final.
- c. The Property may appeal a Compliance Decision regarding specific requirement/s by using the Travelife Complaints and Appeals process that can be found on the website using this link <https://travelifestaybetter.com/appeals-and-complaints/>.
- d. The deadline for showing Compliance with all Non-compliant requirements is 2 months after the Certification Check-up Deadline.

- e. Failure to show Compliance with each of the Non-compliant requirements within 2 months of the Certification Check-up Deadline will result in a Failed Certification Check-up Result and the Property will have their Certification withdrawn. Should the property wish to continue, they will need to pay for and carry out a Recertification attempt as specified in Clause 10.6.h.

f. Travelife will:

- i. Make the Improvements Report available in the Property's Evergreen account within approximately 14 days of the Certification Check-up Deadline; and
- ii. ensure the Improvements Report shows which requirements the Property was Non-compliant with and explains why they were Non-compliant with each one; and
- iii. provide an area in Evergreen for the Property to exchange messages directly with Travelife and to upload evidence of Compliance in the form of documents, images and videos; and
- iv. only accept evidence of Compliance that is submitted by the Property in Evergreen. Evidence is not accepted by email, phone, fax or post unless this has been expressly requested by a Travelife staff member; and
- v. **not, under any circumstances**, extend the deadline the Property must meet for showing Compliance with all the Non-compliant requirements.

g. The Property will:

- i. Only use the dedicated Improvements area of Evergreen to submit evidence of Compliance.

h. Carrying out another Certification Attempt after failing to meet the Improvements deadline

- i. Should the Property wish to carry out another Certification Attempt, they must pay the Recertification Fee within 1 year of the Certification Check-up Deadline. The next Inspection Audit must be carried out within 12 months of the Reactivation Date otherwise the Property must pay the Reactivation Fee.
- ii. Should the Property wish to carry out another Certification Attempt more than 1 year and less than 2 years after the Certification Check-up Deadline, they must pay the Reactivation Fee. The next Inspection Audit must be carried out within 12 months of the Reactivation Date otherwise the Property must pay another Reactivation Fee.
- iii. Should the Property wish to carry out another Certification Attempt more than 2 years after the Certification Check-up Deadline, they must pay the Travelife Fee and begin the Certification Process from the beginning. The next Inspection Audit must be carried out within 12 months of the Activation Date otherwise the Property must pay the Reactivation Fee.

10.7. Properties whose Certification check-up result is 'passed'

- a. If the Certification Check-up Result shows 0 Non-compliances, the Property maintains their current Certification until it expires. The Certification expiry date is 2 years after the Inspection Audit start date.

b. Travelife will:

- i. Invoice the Property for their Recertification Fee approximately 6 months before their Certification expires; and
- ii. remind the Property when their Recertification Attempt is due, and when it can be started; and

- iii. upon receipt of the Recertification Fee, automatically assign an Auditor to carry out the next Inspection Audit; and
- iv. continue to comply with their obligations to Travelife Certified properties as specified in Clause 9.

c. The Property will:

- i. Continue to comply with their obligations as a Travelife Certified Property as specified in Clause 9.

11. Suspending or permanently withdrawing a Travelife Certification

11.1. Certification suspension

- a. Travelife may, at their sole discretion, suspend a Property's Certification before it expires when one or more of the following conditions apply:

- i. The Property is overdue in payment of any fees owed to Travelife; and/or
- ii. Travelife judges that the Property may no longer be Compliant with one or more of the Travelife Certification Requirements that apply to them.

If either condition applies, the Property shall remove the Travelife Certification Logo from any and all instances where it has been used by the Property within 28-days of being notified by Travelife that the Certification has been suspended.

b. When a Property's Travelife Certification is suspended, Travelife will:

- i. Notify the Property by emailing the main contact in the Property's Evergreen profile; and
- ii. remove the Property's listing from the Travelife Consumer Website; and
- iii. show the Property as 'not Certified' in the reports Travelife makes available to their Trade Support and Trade Support+ customers.

c. When a Property's Travelife Certification is suspended, the Property will:

- i. Stop displaying the Travelife Certificate at their Property; and
- ii. remove the Travelife Certification Logo from their website and any electronic or printed materials that can be viewed by guests visiting the hotel or the general public; and
- iii. not promote or otherwise represent themselves as Travelife Certified.
- d. Should the Property wish to have their Certification reinstated, they must follow Travelife's instructions regarding the actions that must be taken in order to achieve this and meet any deadline given by Travelife.
- e. Travelife will, at their sole discretion, reinstate a Property's suspended Certification within approximately 14 days of both of the following conditions being met:
 - i. The Property has paid any fees owed to Travelife; and/or
 - ii. Travelife judges that the Property is Compliant with 100% of the Travelife Certification Requirements that apply to them.
- f. The Property may use the Travelife Complaints and Appeals policy to appeal a decision to suspend their Certification. The policy can be accessed on the Travelife website by using this link <https://travelifestaybetter.com/appeals-and-complaints/>.

g. Upon reinstatement of a suspended Certification, Travelife will:

- i. Notify the Property by emailing the main contact in the Property's Evergreen profile; and

- ii. within approximately 14 days of the reinstatement, ensure the Property is relisted on Travelife's Consumer Website; and.
- iii. within approximately 14 days of the reinstatement, show the Property as 'Certified' in the reports Travelife makes available to their Trade Support and Trade Support+ customers.

h. Upon reinstatement of a suspended Certification, the Property will:

- i. Display their Travelife Certificate in a shared front-of-house area of their Property; and
- ii. if they so choose, add the Travelife Certification Logo to their website and any electronic or printed materials that can be viewed by guests visiting the hotel or the general public; and
- iii. if they so choose, promote or otherwise represent themselves as Travelife Certified; and
- iv. ensure they continually maintain Compliance with the Travelife Certification requirements.

11.2. Permanent Certification withdrawal

- a. Travelife may, at their sole discretion, permanently withdraw a Property's Certification before it expires when one or more of the following conditions apply:
 - i. Travelife judges that the Property may not be Compliant with one or more of the Travelife Certification Requirements that apply to them, and the Property has not provided sufficient evidence that corrective action has been taken as instructed by Travelife and before the deadline given by Travelife; and/or
 - ii. the Property has not responded to Travelife's email communication regarding a Non-compliance within 7 days of the e-mail being sent by Travelife to the Property's main contact in Evergreen; and/or.
 - iii. the Property has submitted evidence that appears to be tampered with or fraudulent, such as manipulated images and/or videos (for example, by using software such as Photoshop to alter/enhance images); and/or
 - iv. non-payment of any fees owed to Travelife; and/or
 - v. the Property is making misleading statements about their Travelife Certification; and/or
 - vi. the Property is misusing the Travelife Certification Logo and/or the Travelife Certificate.

b. When a Property's Travelife Certification is withdrawn, Travelife will:

- i. Notify the Property by emailing the main contact in the Property's Evergreen profile; and
- ii. remove the Property's listing from the Travelife Consumer Website; and
- iii. show the Property as 'not Certified' in the reports Travelife makes available to their Trade Support and Trade Support+ customers; and
- iv. at Travelife's sole discretion, implement a penalty period of up to 2-years during which time the Property is unable to carry out a Certification Attempt; and
- v. not issue any refunds or credits to the Property.

c. When a Property's Travelife Certification is withdrawn, the Property will:

- i. Stop displaying the Travelife Certificate at their Property; and
- ii. remove the Travelife Certification Logo from any and all instances where it has been used by the Property within 28-days of being notified by Travelife that the Certification has been withdrawn.

- iii. not promote or otherwise represent themselves as Travelife Certified.
- iv. Should the Property wish to have their Certification reinstated after the deadline of any penalty period Travelife has imposed has passed, they must pay the Travelife Fee and begin a new Certification Attempt.
- v. The Property may use the Travelife Complaints and Appeals policy to appeal a decision to withdraw their Certification. The policy can be accessed on the Travelife website by using this link <https://travelifestaybetter.com/appeals-and-complaints/>.

12. Cancellations, refunds, account deactivations and account deletions

- 12.1. If a Property does not wish to continue with their Certification Attempt or Recertification Attempt, they can advise Travelife by emailing info@travelife.org.
- 12.2. No refunds or credits will be given. However, the Property can change their mind and carry out an Inspection Audit within 1 year of their most recent Activation or Reactivation Date.
- 12.3. Should a Property wish to permanently deactivate the Property's Evergreen Account, they must advise Travelife by emailing info@travelife.org. Travelife will deactivate their Evergreen Account within approximately 14 days and no refunds or credits will be given. The Account can be reactivated within 5 years of the Activation or Reactivation Date upon payment of the Travelife Fee.
- 12.4. All Evergreen Accounts are deactivated when one of the following conditions applies:
 - a. It has been more than 5 years since the Property's last Travelife Inspection Audit; or
 - b. It has been more than 4 years since the Property's last Activation or Reactivation Date.

12.5. Deactivation or deletion of individual user accounts in Evergreen

a. Background information about individual User accounts

Individual Users can be assigned to multiple properties so they are stored and handled separately from the Property's Evergreen Account. This means that when a Property is deactivated or deleted from Evergreen, the individual User's account will stay active if they are assigned to more than one Property that still has an active Evergreen Account.

b. Removing (unassigning) an individual User from a Property's Evergreen Account

- i. This can be done by any other user assigned to the Property from within the Property Profile area of Evergreen or by sending a request to info@travelife.org.

c. Deleting an individual User's Evergreen Account:

- i. The User should send a request to permanently delete their Evergreen Account to info@travelife.org.
- ii. If the User is unable to send a request to permanently delete their Evergreen Account themselves, and they are only assigned to one Property in Evergreen, the Property's general manager must send this request to info@travelife.org. Travelife will not accept requests from any other individual.
- iii. If the User is unable to send a request to permanently delete their Evergreen Account themselves, and they are assigned to more than one Property in Evergreen, a senior manager/s from the corporate headquarters responsible for all properties the User is assigned to must send the request to info@travelife.org. Travelife will not accept requests from any other individuals.

- iv. Travelife will permanently delete the User's individual Evergreen Account within 28 days of receiving the request.

13. Travelife EPIT (Environmental Performance Improvement Tool)

13.1. Background information about EPIT

EPIT has been developed by Travelife specifically for accommodation providers to be able to measure and keep track of their carbon equivalent emissions from energy, water and waste alongside other key performance indicators such as kilowatt hours of energy used, cubic metres of water consumed and kilograms of waste disposed.

It also helps them to measure and monitor their procurement of items that are known to have an especially negative impact on the environment, including meat, fish and dairy products, environmentally hazardous substances and single-use plastics.

13.2. Access to EPIT

- a. All individual Users assigned to a Property can access EPIT in order to add or edit measurements and to generate environmental performance reports.
- b. All fees paid to Travelife include access to and use of EPIT.
- c. Properties are only able to access EPIT when their Evergreen Account is active.

13.3. Properties acknowledge that:

- a. Use of EPIT is voluntary; and
- b. the Property is responsible for the accuracy of the data they add to EPIT; and
- c. the data added to EPIT by each Property is at the discretion of the Property, Travelife does not control nor verify the quality of the data the Property adds, nor are there any other verification methods in place, except for the sampling verification specified in Clause 13.3.d, as such Travelife can accept no liability as to the quality or accuracy of the data being added; and
- d. if a Property is Travelife Certified, each year an independent Travelife Auditor will verify a sample of the data the Property has added to EPIT by checking calculations and asking to see supporting evidence such as energy bills and purchase receipts; and
- e. the information gathered from EPIT has been designed to help accommodation providers understand and monitor their environmental performance, ultimately aiming to make it easier for them to reduce their greenhouse gas emissions; and
- f. EPIT has **not** been designed to meet any specific international or local laws, regulations or treaties, or to provide scientific data, nor should it ever be used in that manner or for purposes of legal or formal reporting in satisfaction of any such legal requirements; and
- g. Travelife has no control over the quality of the data being added to EPIT and, as such, Travelife is not liable for any use of data, in any format (including legal reports or reports to satisfy local requirements), that have been generated from EPIT; and
- h. Travelife staff are able to view all data added by the Property to EPIT and the Property's environmental performance reports; and
- i. Travelife Auditors are able to view all data added by the Property to EPIT and the Property's environmental performance reports as long as they are assigned to carry out an Inspection Audit or Certification Check-up audit at the Property.

13.4. Confidentiality

- a. Other than allowing Auditors to view data from a Property they are assigned to audit, Travelife will only share environmental performance data from EPIT with a third party anonymously (without identifying which property the data has come from) unless the Property has given their express written permission for their data to be identifiable.

13.5. Data storage

- a. EPIT is part of the Evergreen certifications system. You are referred to our Privacy Notice for more information which can be viewed at this link <https://travelifestaybetter.com/privacy-policy/>.
- b. All EPIT data is stored indefinitely for as long as the Property has an Evergreen Account. Refer to Clause 12 for the terms relating to Evergreen Account deactivations.
- c. A Property can export stored data they have added to EPIT through use of the EPIT reporting function that provides both monthly and annual reports in Microsoft Excel.
- d. Should a Property lose access to their Evergreen Account because they are no longer working with Travelife, the Property is solely responsible for exporting any data they wish to backup on their own systems before their Evergreen Account is deactivated. Refer to Clause 12 for the terms relating to Evergreen account deactivations.

14. Anti bribery and corruption

- 14.1. Travelife does not tolerate practices of corruption or bribery from any persons that it works with, including (without limitation) accommodation providers, agents, Auditors, travel companies, and/or customers. Travelife is operated in accordance with the principles of anti-corruption and anti-bribery that are described in the Travelife Anti-Bribery and Corruption Policy (the 'Policy') that can be viewed on the Travelife website at this link <https://travelifestaybetter.com/anti-corruption-bribery-2/>.
- 14.2. Anyone participating in the Travelife Certification Process, in any capacity, agrees to abide by and operate within the Policy.
- 14.3. If Travelife discovers that you have acted in contravention to the Policy in any way, then Travelife has the right to terminate this Agreement and take any further action as Travelife may decide, in its sole discretion.

15. Intellectual property rights

- 15.1. All Intellectual Property Rights and all other rights (including, but not limited to, the Travelife websites, Evergreen, EPIT, other software and any trademarks, graphics, images, text and content of the Travelife websites, Travelife Logos, Travelife Certification Logo and any rights in Travelife, other than the content supplied by you for the description on the Consumer Website), and the Certification Process shall be owned by or licensed to Travelife.
- 15.2. You acknowledge that no rights or licences are granted to you in respect of any Intellectual Property Rights under the Agreement (including the Travelife logos and the Travelife Certification Logo), unless specified in this Agreement.
- 15.3. You shall indemnify and keep Travelife indemnified from and against any and all losses, damages, and any reasonable expenses and reasonable costs incurred or suffered by Travelife as a result of any use by you of any Intellectual Property Rights which are not in accordance with the terms of this Agreement.

16. Confidentiality

- 16.1. You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, and any Intellectual Property Rights, that have been disclosed to you by Travelife or its agents or Auditors, or discovered by you, and any other confidential information concerning Travelife's business or Certification Process which you may obtain. You shall restrict disclosure of such confidential material to such employees, agents or sub-contractors as need to know it for the purpose of discharging your obligations to Travelife, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those that bind you.
- 16.2. Travelife shall keep in strict confidence all information shared by you and will not disclose any information of a confidential nature to anyone other than such Travelife employees, agents or sub-contractors as need to know for the purpose of discharging Travelife's obligations to you, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those that bind Travelife.
- 16.3. Each party may disclose the other party's confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.4. Further you agree that Travelife shall, as required, make the information about your certification status public and this will require Travelife to share information such as your property's name, address, website address, general enquiries email address and the certification status (certified or not certified). Other than this information, Travelife shall not share any other information without your prior written consent to sharing that information.
- 16.5. This Clause shall survive termination of the Agreement, however arising.

17. Data protection

- 17.1. The parties acknowledge and agree that in respect of any personal data processed pursuant to this agreement, each party is an independent data controller. The parties shall each comply with their obligations under Data Protection Legislation.

18. Indemnity and Limitation of Liability

- 18.1. You shall have liability for and shall indemnify Travelife for all loss, liability or costs (including reasonable legal costs), damages or expenses awarded against or paid by Travelife as a result of or in connection with:
- a. any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the Certification Process or in relation to this Agreement;
 - b. any claim made against Travelife in respect of any liability, loss, damage, injury, cost or expense sustained by Travelife, Travelife's employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by or relates to the provision of the Certification Process as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this Agreement by you; or
 - c. the use by you of the Evergreen system, Customer Support Website or Consumer Website in contravention of the terms of this Agreement.
- 18.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 18.3. Nothing in these Terms excludes or limits the liability of either party:
- a. for death or personal injury caused by that party's negligence; or

- b. for fraud or fraudulent misrepresentation.

18.4. Subject to Clause 18.2 and Clause 18.3:

- a. Travelife shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
 - i. loss of profits; or
 - ii. loss of business; or
 - iii. depletion of goodwill or similar losses; or
 - iv. loss of anticipated savings; or
 - v. loss of goods; or
 - vi. loss of contract; or
 - vii. loss of use; or
 - viii. loss or corruption of data, information and/or description; or
 - ix. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or
 - x. any dissatisfaction in connection with the Evergreen system and/or the Certification process.

18.5. Travelife's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount of fees paid by you to Travelife in the twelve (12) months prior to the date of any such breach of this Agreement by Travelife.

19. Termination

- 19.1. The Agreement between the parties shall commence on the date you receive confirmation of receipt of the fee you have paid to Travelife or when you receive confirmation that your account has been activated in Evergreen (whichever date comes first), and shall continue unless terminated in accordance with this Clause 19.
- 19.2. Either party may terminate this Agreement on no less than one (1) month's written notice to the other at any time during the Certification Process, such termination to take effect at the end of the notice period, at which time the Agreement will terminate. Any fees already paid will not be refunded.
- 19.3. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement immediately without liability to the other if:
 - a. the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (14) days of that party being notified in writing of the breach; or
 - b. an order is made or a resolution is passed for the winding-up of the other party; an order is made for the appointment of an administrator to manage the business of the other party; a receiver is appointed of any of the other party's assets or undertaking; or the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or

- c. the other party ceases, or threatens to cease, to trade; or
- d. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

19.4. Termination of the Agreement, however arising:

- a. shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination;
- b. any rights or licences granted under these Terms shall cease at the point of termination as determined in accordance with these Terms;
- c. without prejudice to Clause 19.4.c, you shall no longer be entitled to use the Travelife Logos and/or Certification and shall be required to remove all such references from your website, literature and brochures, as well as any plaques or other representations of your Travelife Certification or certification attempt from its premises or other physical locations; and
- d. you shall return to Travelife any confidential information relating to Travelife, the Auditors, Evergreen, EPIT and/or the Travelife websites, in your possession and/or control, and all copies thereof (in whatever format), securely delete any such confidential information from your electronic systems and certify to Travelife that this has been done.

20. Force majeure

- 20.1. Travelife shall have no liability to you under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business as a result of a Force Majeure event affecting it or its sub-contractors (including Auditors). In such circumstances Travelife shall be entitled to a reasonable extension of time for performing its obligations. If the period of delay or non-performance continues for 1 month, you may terminate this Agreement by giving 1 month's written notice to Travelife.
- 20.2. For the avoidance of doubt, Force Majeure event in this Clause means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (h) non-performance by suppliers or subcontractors and (i) interruption or failure of utility service.

21. General

- 21.1. This Agreement, together with any documents, policies or other terms referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 21.2. Any waiver of this Agreement shall not be binding on the parties unless set out in writing.
- 21.3. Travelife has the right to revise and amend these terms from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in the Certification Process, changes in its system's capabilities or obligations to other third parties, or for any other reason.

Travelife has the right to assume that you have accepted the change to the terms, unless you notify Travelife to the contrary within seven (7) days of such amendments.

21.4. If any provision of this Agreement is held to be illegal, void, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement shall not be affected and the legality, validity and enforceability of the whole of this Agreement shall not be affected.

21.5. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

21.6. No failure to exercise, nor any delay in the exercise, by either party to this Agreement of any right, power, privilege or remedy under this Agreement shall impair, or operate as a waiver of, such right, power, privilege or remedy.

21.7. Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.

22. Notice

22.1. Any notice given under this Agreement shall be in writing, sent by way of email for the attention of the Managing Director for Travelife at info@travelife.org and for the Property to the email address for the Main Contact that the Property as provided in their Evergreen Property Profile.

22.2. A notice sent by email is deemed to have been received at the time of transmission or if this time falls outside of normal business hours, when business hours resume. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Governing law and jurisdiction

23.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

23.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.