

# General terms and conditions of sales of Malagasy tours

The present general conditions of sales govern sales of trips offered by the tour operator **Malagasy Tours** through our website [www.malagasy-tours.com](http://www.malagasy-tours.com).

## MALAGASY TOURS

SARL – with share capital 10 000 000 AR.  
VR54DN – Ambohidraserika, Mahazoarivo  
ANTANANARIVO 101 - MADAGASCAR.  
RC : 12 250 – Antananarivo - Stat : 79120 11 1993 0 10031,  
Licences A Agence (027) and B T.O (017).  
Legal Representative : Olivier Toboul

The client understands to have recognized the present general conditions of sales and the description of the chosen travel.

## 1/ Reservation:

### Processing of a request and registration

Malagasy Tours offers fixed dates travels, on offer and personalized travels, also pre-established program for groups.

Registration has to be made via [www.malagasy-tours.com](http://www.malagasy-tours.com) website by filling out and validate a reservation form.

Registration implies full agreement of the general conditions of sales. Registration is accompanied by a deposit of 30% per client (100% at less than one month before departure).

The reception of an e-mail sent by **Malagasy Tours** at the provided address confirms the registration for any requests.

Registration is then confirmed after a confirmation e-mail has been sent by **Malagasy Tours**.

Registration has to be filled out with client's full names on his / her passport.

### Physical and Psychological Fitness :

For all trips, the client must ensure that his physical condition matches with the travel.

Difficulty and comfort rates are indicated on the description sheet and the trip dossiers. It is important to be well fit and it is recommended to seek medical attention.

Malagasy Tours cannot be held responsible for any physical disability during the travel.

Malagasy Tours reserves the right not to accept a client not meeting the required indicative rating mentioned on the website and the data sheet.

### Administrative and safety formalities:

Information on administrative and health formalities is communicated by **Malagasy Tours**. It is the responsibility of each client to ensure that the police, customs and health formalities are respected (passport, visa, vaccination certificate, recommended vaccines) before departure and during the journey.

## 2/ Pricing and terms of payment:

### Trip price:

Included services in the price are mentioned in the trip data sheet provided by **Malagasy Tours**.

In the case of a tailor-made or personalized travel, the quote shows the price following the number of participants.

The total amount which would be invoiced might be particularly different from the quoted price because of additional services requested and the number of participants (additional registrations or cancellations).

The total price of the trip including possible supplements is communicated to participant for approval and then indicated on the invoice.

### Terms of price revision :

The price might be reviewed without cancellation to take account the change in the costs of transports in particular (if international and/or domestic flights in Madagascar) that directly related to the cost of fuels ; royalties and fees for selected services including charges for landing, embarkation and disembarkation in ports and airports ; the exchange rates applied to the travel and accommodation.

Such review is possible in the case of exchange rate variation. The total price is subject to the abovementioned review.

That review will be notified to clients already registered no later than 30 days before departure.

That review will be applied on registration for clients who register 30 days before departure.

### Terms of payment:

- 30% deposit at the confirmation
- Balance 30 days before arrival at Madagascar

The balance for the price, additional services, insurance and assistance is payable a month before departure. A lack of payment of the balance within a month before departure, Malagasy Tours could cancel the reservation without compensation and will apply cancellation charges mentioned on article 4.

In the case of a registration less than a month before departure, the total sum must be paid at the time of registration.

## 3/ Cancellation and assistance insurances:

You must be insured by repatriation assistance and medical expenses abroad to participate in our trips.

**Malagasy Tours** negotiated two sorts of contracts for you, with CHAPKA ASSURANCES and EUROP ASSISTANCE. We strongly suggest you to submit to one of those.

If client subscribe to one of those two options, the convention giving details about all guarantees and reporting terms of claim are available on the website.

**Malagasy Tours** will be informed but the participant is solely responsible for compliance of reporting procedures of claim. The participant has to keep the convention during the travel.

## 4/ Modifications requested by client:

Cancellation from participant: Malagasy Tours must be informed immediately.

For all cancellation, the following cancellation fee schedule will apply according to the cancelling date:

- within more than 36 days before departure the amounts paid will be refunded to you
- between 35 to 25 days : 30% of total amount
- between 24 to 17 days : 60% of total amount
- between 16 to 08 days : 75% of total amount
- less than 7 : 100% of total amount

Cancelling the trip does not dispense the full payment of the travel; insurance can proceed to refund procedure only on this condition, and the cancellation fees charged by Malagasy Tours are not covered by the insurance if the client subscribed to a cancellation insurance after acceptance of the dossier.

### Particular cases:

For some specific trips and because of charges incurred by **Malagasy Tours**, cancellation does not give rise to any reimbursement regardless of the departure dates. These specific conditions of cancellation are shown on the quotation.

In the case of registration of several clients to the same trip, if only one of them cancel his travel, cancellation charges will be deducted from the amounts received by **Malagasy Tours** whoever has paid.

Moreover, in the case of cancellation from a part of registered travellers on the same dossier, and the others maintain their booking, cancellation fees schedule shown above will be calculated on the price of nominative and non-consumed services of the trip at cancelling date. The shared services of the travel will be consumed by the other travellers.

In this case, as mentioned in the estimate, the trip cost is changeable because of the change in the number of participants.

### Change or modification of the travel:

After registration confirmed by **Malagasy Tours**, any modification, to change the travel, to change the travel dates or services will be considered as a cancellation so the above cancellation terms will be applied.

### Assignment of contract:

In the case of transfer of contract, the client has the obligation to inform that to **Malagasy Tours** via e-mail no later than 7 days before departure.

This transfer is possible subject to the availability of air transport and the transferee adequate ability. This may also lead to additional costs that will be charged to the above transferee (in particular in case of a change to the air ticket and nominative services).

Anyway the transferor and the transferee are held jointly to pay the travel and any additional costs.

### Modification during the travel:

Any changes to the programme upon participant request can be implemented only after **Malagasy Tours** and all the group agreement. In this case, additional incurred costs need to be paid by the participant.

### Trip interruption:

No reimbursement from **Malagasy Tours** is granted for unused services if the travel is interrupted by participant's decision (for any reasons), so additional charges incurred by the participant will not be reimbursed. In the case of medical repatriation, cancellation insurance can reimburse any unused services depending on the terms of contract.

## 5/ Modification by Malagasy Tours:

### Cancellation by Malagasy Tours:

Due to force majeure, the case of force majeure circumstances (incidents or unpredictable events that cannot be solved such as war, political troubles, strikes, bad weather conditions, natural disaster, etc) may impose a trip cancellation by **Malagasy Tours**.

In this case, the client is informed by e-mail immediately and has the choice between getting reimbursed or use the paid sum to another travel, the client will then not be entitled to claim any compensation.

### Modification of the trip:

Any modification on the program before departure (dates, schedules, itinerary, guiding, accommodation, etc) can occur because of organisation problems or for safety reasons.

Every participant will be informed by e-mail.

If the modification touches upon an essential element on the program, the participant is entitled to either cancel the contract or accept the change offered by **Malagasy Tours**.

Any modification on the program during the travel (dates, schedules, itinerary, guiding, accommodation, etc) can also occur because of organisation problems or for safety reasons.

If Malagasy Tours can offer any alternatives services to the participant, then **Malagasy Tours** will be in charge of any additional costs.

If not, except in case of force majeure, **Malagasy Tours** reimburses the difference between the costs of the former and the provided services.

### Interruption of the travel:

The trip can also be interrupted by decision of the guide for duly justified reasons (of safety, unfit for a trip grade).

In this case, except the interruption is due to force majeure, **Malagasy Tours** reimburses the difference between the costs of the proposed and the provided services.

## 6 / Exceptional situations:

In case of exceptional situations in Madagascar such as **political troubles** (state of emergency ...), **climatic conditions** (cyclone, flooding ...), **sanitary** (epidemic), Malagasy Tours will follow the instructions of the malagasy or international authorities and cancel the travel of his clients if such are the instructions. In this case, and in this case only, Malagasy Tours will refund the amount paid with the exception of the amount committed for reservations of flights or accommodation as well as bank transfer charges.

If the cancellation is made by the client, Malagasy Tours will retain for one year the amount paid by the customer in deposit for the postponement of the booked trip, for a period of 365 days following the cancellation date of cancellation. If no travel postponement are scheduled within one year of cancellation, the amount paid will be retained by Malagasy Tours.

## 7/ Responsibility :

### Civil liability:

In accordance to the rules governing the profession of tour operator in Madagascar, **Malagasy Tours** carried Professional Liability Insurance. However, this civil liability does not substitute every participant individual civil liability.

### Responsibility and risk:

**Malagasy Tours** cannot be held responsible for failure to perform or non-properly perform the contract is attributable either to the participant or to the unpredictable and insurmountable act of a third party not normally involved in the provision of the services, or to a case of a force majeure.

**Malagasy Tours** cannot especially be held responsible for submit legal administrative and sanitary documents, loss or theft of ticket flight of participant, wars, political unrest, strikes, technical incidents, weather conditions, congestions of airspace, delays due to : safety, failure, loss, delays, damage of luggage, injunctions of an administrative authority, etc .

### Because of the particular nature of the trips:

Each participant must follow the advice in the datasheet and **Malagasy Tours** guide.

**Malagasy Tours** organises sport travels, adventure in the nature, sometimes far away from any infrastructures and/or in difficult areas. Each participant must be conscious about local risks (poor road conditions, distance from medical centres, lacks communication accessibility, bad infrastructure in sanitary, political instability, etc).

He/she will take responsibility with full knowledge and agrees not to make **Malagasy Tours** responsible.

Similarly, **Malagasy Tours** cannot be held liable for accidents resulting from negligence of one or several participant. **Malagasy Tours** reserves the right to exclude at any time one or several participants whose behaviour might endanger the group safety and well-being, no compensation is payable. During the travel, luggage might be transported by rudimentary means (porters, on 4x4 roofs) and should be adapted to such conditions.

**Malagasy Tours** will not compensate for any damage. Each participant should keep and should be responsible for all fragile items (glasses, electronic devices, etc). Each participant must ensure the presence of his/her luggage during every transfer.

## 8/ Air transport

**Malagasy Tours** does not propose any flights to carry participants to Madagascar. Participants are responsible for their flights.

Only domestic flights during the travel may be proposed.

When the service includes one or several domestic flights, the following conditions shall apply:

Any modification of name after registration which requires new air tickets will lead to the application of charges amounted to the price of the new tickets.

The total amount which would be invoiced might be different from the quote, taking account the transport rate adjustments in particular (readjustment of fuel surcharge, purchase of a new seat or change of class). In case of cancellation of travel by the participant (article 4), he/she will be charged of cancellation fees equal to 100% of the air ticket price, whatever the cancellation date.

Conditions in the article 4 will apply for the surplus to the price of the trip. In case of modification of the travel requested by the participant (article 4), and if modifications lead to any modifications of the flight, the charge will be the same price as the cost of the new ticket.

Airlines limit their liability in case of delays, change of airport or a stopover.

**Malagasy Tours** can only take notice of this limitation of liability and cannot be responsible of the consequences related to such assumptions.

As a result, the participant will then not be entitled to claim any reimbursement or compensation, especially as the result of the modification of the original foreseen date of flight or delay on stopover, etc.

Any additional costs (taxes, hotel, parking, transport costs ...) remain the participant charges.

Malagasy Tours is not responsible of any delays and cancellations of internal flights. In case of impossibility to take an international flight, due to cancellation and delay of an internal flight, all extra charges involved by this ( repurchasing of other transport tickets, accommodation, meals, all types of transfers ) are at clients charges.

**Malagasy Tours should not be under any circumstances be responsible of all these extra costs.**

To date, only Air Madagascar ensures connections between different Malagasy airports, excluding private flights that allow joining some specific hotels.

As flights schedules are not systematically known when working on the quote, departures and arrivals could be very early mornings or late at night and might lead to modifications of the programme.

In any case, charges related to the scheduling cannot be supported by **Malagasy Tours** or justify any compensation.

Passengers have the rights and guarantees for compensation and assistance in the case of cancellation, overbooking or important delay. For more information, find the website of the Direction Générale de l'Aviation Civile [www.aviation-civile.gouv.fr](http://www.aviation-civile.gouv.fr).

The airline is the only responsible for damaged, stolen, loss or delayed luggage. You must declare the claim to the company as soon as possible.

## 9/ Revocation, Claim :

Any claim related to the travel must be addressed to **Malagasy Tours** by the client:

VR54DN AMBOHIDRASERIKA MAHAZOARIVO ANTANANARIVO 101  
MADAGASCAR

by registered letter with an acknowledgement of receipt, no later than one month after the return date, accompanied by all supporting documents.

### Applicable law:

All contracts and agreements between **Malagasy Tours** and the client are governed by the law in force in Madagascar.