



General terms and conditions of sales of Madagascar Circuits Tours

The present general conditions of sales govern sales of trips offered by the Tour operator **Madagascar Circuits Tours** through our website:

www.madagascar-circuits-tours.com

MADAGASCAR CIRCUITS TOURS

SARLU - with share capital 55 000 000 AR.

V I 6 - Ambatoroka

ANTANANARIVO -101- MADAGASCAR.

RCS: 2018 B 00980 - Antananarivo - Stat: 7912011 2018011027

Licences: BC T.O

Legal Representative: Helinirina Raharomanana

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*

Madagascar Circuits Tours offers fixed dates travels, on offer and personalized travels, private tours, also pre-established program for groups.

Any travel confirmation must be followed by a customer file completely completed by the customer.

Registration implies full agreement of the general conditions of sales.

Registration is accompanied by a deposit of 30% per client.

The reception of an e-mail sent by **Madagascar Circuits Tours** at the provided address

www.madagascar-circuits-tours.com

nirina.helinirina@yahoo.fr



confirms the registration for any requests.

Registration is then confirmed after a confirmation e-mail has been sent by

Madagascar Circuits 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.

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

Madagascar Circuits Tours reserves the right not to accept a client not meeting there quired indicative rating mentioned on the web site and the data sheet.

***Administrative and safety formalities:*

Information on administrative and health formalities is communicated by **Madagascar Circuits 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 **Madagascar Circuits 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 payment:*

- 30% deposit upon confirmation of the trip
- The payment of the balance will be made once you are on site or by bank transfer 30 days before arrival.

3/Modifications requested by client:

Cancellation by the participant: whatever the reason, he must notify **Madagascar Circuits Tours** immediately, no later than seven days before the scheduled arrival.

For any cancellation caused by the COVID crisis, the cancellation costs will be free.

***Trip interruption:*

No reimbursement from **Madagascar Circuits 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 the proposed and the provided services.

***Cancellation by Madagascar Circuits Tours:*

Due to a case of force majeure: Events constituting force majeure (unforeseeable and insurmountable incidents or events such as: wars, political unrest, strikes, riots, climatic conditions, natural disasters, etc.) may impose cancellation of our trip.



In this case, the customer is informed immediately by email. The customer then has the choice between reimbursement or postponement of the sums paid on another trip of his choice; he cannot then claim any compensation.

4/Exceptional situations:

In case of exceptional situations in Madagascar such as **political troubles** (state of emergency ...), **climatic conditions** (cyclone, flooding ...), **sanitary** (epidemic), Madagascar Circuits 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, Madagascar Circuits 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, Madagascar Circuits 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 postponements are scheduled within one year of cancellation, the amount paid will be retained by Malagasy Tours.

5/Responsibility:

***Civilliability:*

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

***Responsibility and risk:*

Madagascar Circuits 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. **Madagascar Circuits 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 Madagascar Circuits **Tours**



guide.

Madagascar Circuits Tours organizes 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 centers, lacks communication accessibility, bad infrastructure in sanitary, political instability, etc).

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

Similarly, **Madagascar Circuits Tours cannot** be held liable for accidents resulting from negligence of one or several participant. **Madagascar Circuits Tours** reserves the right to exclude at any time one or several participants whose behavior might endanger the group safety and well-being, no compensation is payable.

During the travel, luggage might be transported by rudimentary means (porters, on 4x4roofs) and should be adapted to such conditions.

Madagascar Circuits 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.

[6/Air transport](#)

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

Only domestic flights during the travel maybe proposed.

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nirina.helinirina@yahoo.fr



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 3), he/she will be charged of cancellation fees equal to 100% of the air ticket price, whatever they can collation date.

Conditions in the article 3 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. **Madagascar Circuits 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 stop over, etc.

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

Madagascar Circuits Tours is not responsible of any delays and cancellations of internal flights. If 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.

Madagascar Circuits Tours should not be under any circumstances being responsible of all these extra costs.

Currently, 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 **Madagascar**

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nirina.helinirina@yahoo.fr



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.

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.

7/Revocation ,Claim:

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

Lot V I 6 AMBATOROKA 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 **Madagascar Circuits Tours and** the client are governed by the law in force in

Madagascar.