



TOURS & TRAVEL
MADAGASCAR
VOYAGEONS LIBREMENT

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

Tour Operator – Madagascar

Article 1. Company presentation

These General Terms and Conditions of Sale govern the relationship between:

Tours and Travel Madagascar SARLU– Tour Operator in Madagascar

Email : toursdemada@gmail.com

Phone/WhatsApp: +261376585420

NIF : 4019148065

STAT : 79905212025000261

And

All natural or legal person making a reservation with the Tour Operator.

Article 2. Purpose

The tour operator organizes and markets tourist services in Madagascar, including:

- Individual and group tours
- Tailor-made stays
- Hotel reservations
- Tourist transfers and transport
- Car rental with driver
- Tour guides and local guides
- Excursions and activities

Tours and Travel Madagascar

Contact : +261 37 65 854 20

toursdemada@gmail.com

Site Web : <https://www.toursandtravelmadagascar.com/>



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Article 3. Reservations

All reservations must be confirmed in writing (email or professional WhatsApp).

The reservation is considered final after:

- Acceptance of the quote
- Receipt of the requested deposit

The Tour Operator reserves the right to automatically cancel any reservation not paid within the agreed timeframe.

Article 4. Prices

1. Prices are set by the Tour Operator and communicated in **€ or in USD**
2. The Partner Agency benefits from a Net price
3. Prices may be revised in the event of significant cost variations (fuel, taxes, etc.).

The prices include only the services mentioned in the quote.

Unless otherwise stated, prices do not include:

- International flights
- Assurances
- Personal expenses
- Drinks
- Tips
- Taxes not mentioned
- Activities not mentioned in the programs

The Tour Operator reserves the right to modify its prices in the event of:

- Significant exchange rate fluctuation
- Fuel price increase
- Changes to local taxes
- Price changes by service providers

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Article 5. Payment Methods

1. **Advance payment:** inn deposit equal to **30%** of the total amount upon confirmation of the reservation.
2. **Balance:** The balance **70%** must be paid **30 days before** the arrival of the customers.
3. **Accepted payment methods:**
 - o **Bank transfer**
 - o **Sendwave**
 - o **Remitly**
4. For certain specific services (domestic flights, hotels subject to special conditions, high season, groups), full payment may be required at the time of booking.
5. All bank charges are the responsibility of the Partner Agency or the clients.
6. In the event of non-payment within the specified timeframe, the Tour Operator reserves the right to cancel the reservation without refunding the deposit.

Article 6. Cancellation and penalties

1. **In the event of cancellation by the Partner Agency or by clients, the following conditions apply:**
 - More than 60 days before arrival: full refund of the deposit.
 - Between 59 and 40 days: 70% refund of the total amount.
 - Between 39 and 30 days: 50% refund of the total amount.
 - Less than 30 days: no refund. In case of cancellation by the tour operator, they will refund all sums received.

Some non-refundable services may incur additional charges:

- Domestic flights
- Hotels with special conditions
- Private services (Car, boat, Excursions)
- Reservations during peak season

All payments to third-party suppliers (airlines, hotels, carriers, etc.) that cannot be recovered are the sole responsibility of the customer.

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2. Cancellation by the Tour Operator

The Tour Operator reserves the right to cancel a trip in the following cases:

- Insufficient number of participants (in this case, full refund of sums paid).
- Inability to travel due to force majeure (natural disasters, extreme weather conditions, political instability, epidemics, strikes, administrative decisions, etc.).

In the event of force majeure, expenses already incurred and not recoverable by suppliers will not be refundable.

3. Cancellations and changes due to weather conditions

Certain activities (including sea trips, crossings, cruises, diving, excursions in sensitive areas, etc.) depend on weather and safety conditions:

- If an activity has to be cancelled, an alternative solution will be offered (alternative activity, postponement to another date).
- If it is not possible to offer an alternative, only the amount corresponding to the cancelled and unused service will be refunded, excluding any costs already incurred.

The customer will not be entitled to any additional compensation.

4. Changes made at the client's initiative during the trip

Any modification to the originally planned program (for example, change of accommodation, addition or deletion of activities, extension of stay, etc.) made at the initiative of the client during the trip must be reported immediately to the guide/tour leader or the local representative of the tour operator.

- Any additional costs resulting from these changes (new hotel, meals, transport, activities, etc.) will be entirely at the client's expense and must be paid directly on site or to the tour operator.
- No discount or refund will be given for services included in the initial program but not used at the client's discretion.
- If the customer's request involves a significant logistical change (e.g., route changes, transfer changes, booking of new suppliers), a reorganization fee may apply.

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Article 7. Responsibilities

The Tour Operator cannot be held responsible for events beyond its reasonable control.

He cannot be held responsible for any related consequences:

- To flight delays or cancellations
- Due to weather conditions
- To natural disasters
- To the strikes
- To government decisions
- To political or health unrest
- War
- In the event of lost or stolen luggage
- To accidents or incidents beyond his control

In such circumstances, the tour operator undertakes to implement all reasonable means to ensure the continuity of the trip or to offer alternative solutions.

However, the customer will not be able to claim any additional compensation or reimbursement, other than sums recoverable from suppliers.

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Article 8. Travel insurance

Travelers are strongly advised to purchase travel insurance that covers:

- Medical assistance
- Repatriation
- Trip cancellation
- Luggage
- Tourist activities

Article 9. Administrative formalities

Travellers are responsible for having the necessary travel documents:

- Valid passport
- Visa
- Possible vaccinations
- Health documents required

The Tour Operator cannot be held responsible in the event of refusal of entry into Malagasy territory.

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Article 10. Complaints

Any complaint must be submitted in writing within a maximum of 15 days after the end of the trip.

Article 11. Applicable law

These General Terms and Conditions of Sale are governed by Malagasy law.

Any dispute will fall under the jurisdiction of the courts of Antananarivo after an attempt at amicable resolution.

Article 12. Acceptance of the Terms and Conditions

Any booking confirmation implies unreserved acceptance of these General Terms and Conditions of Sale.

Article 13. Confidentiality

The parties agree not to disclose any commercial or financial information exchanged under these terms and conditions of sale.

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