



**TOURS & TRAVEL  
MADAGASCAR**  
VOYAGEONS LIBREMENT

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **Tour Operator**

*Tours and Travel Madagascar SARLU*

*Tel: +261344644543*

*Email: [toursdemada@gmail.com](mailto:toursdemada@gmail.com)*

### **Article 1 – Object**

The purpose of this contract is to define the terms of collaboration between the Tour Operator and the Partner Agency for the marketing and sale of tourist stays in Madagascar.

### **Article 2 – Obligations of the Tour Operator**

The Tour Operator undertakes to:

1. Provide the Partner Agency with detailed programs, rates and conditions of sale.
2. Ensure the correct execution of the services booked by the Partner Agency.
3. Maintain competitive prices and inform of any rate changes.

### **Article 3 – Obligations of the Partner Agency**

The Partner Agency undertakes to:

1. Promote and sell the tourism products provided by the Tour Operator.
2. Comply with the conditions and rates communicated.
3. Provide all necessary customer information (dates, names, preferences, required documents).

### **Article 4 – Fees and Commissions**

1. The rates are set by the Tour Operator and communicated in €.
2. The Partner Agency benefits from a commission of **30%** on the price, excluding taxes.
3. Rates may be revised in the event of significant changes in costs (fuel, taxes, etc.).

***Tours & Travel Madagascar***

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## **Article 5 – Booking Methods**

1. Each reservation must be confirmed in writing (email or other agreed means).
2. After confirmation, the Tour Operator will issue a proforma invoice.

## **Article 6 – Payment Methods**

1. **Advance payment** A deposit equal to the **30%** of the total amount upon confirmation of the booking.
2. **Balance:** The balance must be paid **70%, 30 days** before the customers arrive.
3. **Payment methods accepted:**
  - Bank transfer
4. All bank charges are borne by the Partner Agency.
5. In case of non-payment within the deadline, the Tour Operator reserves the right to cancel the booking without refunding the deposit.

## **Article 7 – Cancellation and Penalties**

1. **In case of cancellation by the Partner Agency, 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 the event of cancellation by the Tour Operator, the latter will refund all monies received.

Any costs incurred with third-party suppliers (airlines, hotels, transporters, 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 Group trip case, full refund of the sums paid).
- Impossibility of carrying out the trip due to force majeure (natural disasters, extreme weather conditions, political instability, epidemics, strikes, administrative decisions, etc.).

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

## **3. Cancellations and changes due to weather conditions**

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

- If an activity must be cancelled, an alternative solution will be proposed (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 expenses already incurred.

The customer will not be able to claim any additional compensation.

## **4. Force majeure**

Force majeure events include: external, unforeseeable, and irresistible events such as natural disasters, exceptional weather conditions, political unrest, administrative decisions, strikes, pandemics, etc.

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

However, the customer will not be able to request any additional compensation or refund, other than the amounts recoverable from the suppliers.

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## **5. Changes made at the customer's initiative during the tour**

Any changes to the initially planned program (e.g., change of accommodation, addition or deletion of activities, extension of stay, etc.) made at the client's initiative during the trip must be reported immediately to the guide/escort or the local representative of the tour operator.

- Any additional costs resulting from these changes (new hotel, meals, transportation, activities, etc.) will be borne entirely by the customer and must be paid directly on-site or to the tour operator.
- No reduction or refund will be granted for services included in the initial program but not used by the customer's choice.
- If the customer's request involves a significant logistical change (e.g., itinerary changes, transfer changes, booking new suppliers), reorganization costs may apply.

## **Article 8 – Confidentiality**

The parties agree not to disclose any commercial or financial information exchanged under this agreement.

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