

## **General Terms and Conditions (GTC) – MadaPlusTravel SARL**

Valid from 01.11.2025

These General Terms and Conditions govern the contractual relationship between you as the travel customer and MadaPlusTravel SARL (hereinafter referred to as the “tour operator”). They contain important information regarding booking, payment, changes, cancellation, liability and other points.

Please read these conditions carefully before confirming your booking. By booking, you acknowledge the GTC as binding.

---

### **1. Conclusion of Contract, Travel Fitness, Co-travelers, Payment and Prices**

#### **1.1 Booking**

By submitting your registration (booking), you offer to conclude a travel contract.

The contract becomes valid as soon as we accept your written, telephone, electronic (online), or personal registration without reservation.

By booking, you confirm that you have read, understood, and accepted the GTC.

#### **1.2 Right of Withdrawal for Bookings via MadaPlusTravel**

After receiving our initial written confirmation, you may cancel your booking free of charge within 3 days.

##### **Exceptions:**

- Flight bookings with immediate ticket issuance
- Bookings made 31 days or less before departure  
In these cases, the cancellation fees according to section 3.2 apply.

#### **1.3 Travel Fitness**

By booking, you confirm that you are physically able to participate in the trip. This means in particular that you:

- can walk at a normal pace,
- can handle your luggage independently,
- and do not require external assistance during the trip.

The operator reserves the right, in case of apparent limited travel fitness, to:

- refuse the conclusion of a contract,
- conclude the contract only on the condition that you travel with an accompanying person,
- or—if limitations become apparent later—terminate the contract before or during the trip.  
Any resulting additional costs are borne by the affected traveler.

#### **1.4 Services**

Our services result from the respective travel description.

Special requests are valid only if confirmed by us in writing and without reservation.

Unless otherwise stated, our services begin upon arrival in Antananarivo (Madagascar).

## 1.5 Travel Confirmation and Invoice

You will receive your invoice and travel confirmation as a PDF document. Please check them immediately upon receipt—especially the spelling of all traveler names according to the travel documents (passport).

## 1.6 Prices

All prices are based on accommodation in a double room (or bungalow for 2 persons) with two full-paying guests.

## 1.7 Short-Notice Bookings

For bookings made less than 30 days before departure, a processing fee of CHF 60 per booking may be charged.

---

## 2. Payment

### 2.1 Payment Terms

After receiving the invoice with the booking confirmation, a deposit of **50%** of the travel price is due within **10 days**.

The remaining balance must be paid no later than **4 weeks before departure**.

For short-notice bookings (less than 30 days before departure), the full amount is due at the time of booking.

If payment is not made on time, we reserve the right to withdraw from the contract and charge cancellation fees in accordance with section 3.2.

---

## 3. Changes or Cancellations by the Traveler

### 3.1 Booking Changes

For changes up to **120 days before departure** (e.g., replacement traveler, date change), we charge:

- **CHF 60 per person**, maximum **CHF 120 per booking**.  
Later changes may incur additional costs from our service partners.

### 3.2 Cancellations

Cancellations must be made in writing (in exceptional cases by phone).

A processing fee of **CHF 60 per person**, maximum **CHF 120 per booking**, will be charged.

Insurance premiums and processing fees are non-refundable.

#### **Additional cancellation fees (percentage of total price):**

<b>Time of Cancellation</b>	<b>Fee</b>
up to 120 days before departure	0%
119–60 days	30%
61–35 days	60%
34–15 days	70%
14–0 days / no-show	100%


The date of receipt of your notice by us or the booking office is decisive.  
If the date falls on a weekend or public holiday, the next working day applies.

### **3.3 Replacement Traveler**

You may generally designate a replacement traveler who meets the same travel conditions.  
You and the replacement traveler are jointly liable for all costs.  
For already issued flight tickets, name changes are not possible—new tickets must be purchased.


---

## **4. Insurance**

Travel cancellation and repatriation insurance is mandatory.  
We recommend the annual travel insurance from Allianz Travel:  
 [www.allianz-travel.ch](http://www.allianz-travel.ch)  
This insurance offers comprehensive protection for all your trips, including short stays.

---

## **5. Entry Requirements (Passport, Visa, Vaccinations)**

Please inform yourself in good time about the entry requirements for Madagascar, especially visas, passports, and vaccinations.  
Current information:  [www.diplomatie.gov.mg](http://www.diplomatie.gov.mg)  
The visa can also be obtained upon arrival at the airport in Madagascar.  
Travelers are responsible for obtaining and carrying all necessary travel documents.  
If entry is denied, all resulting costs are borne by the traveler.


---

## **6. Tips**

Tips for drivers and guides are not included in the travel price.  
They are a voluntary acknowledgment of good service.

---

## **7. Flights**

Domestic flights with Air Madagascar are in economy class. Surcharges for other classes are calculated at daily rates.  
International flights are offered in cooperation with Option Way:  
 <https://travel.optionway.com/search>  
MadaPlusTravel suggests the best flight option. Booking can be done directly via the Option Way platform.  
In case of changes or cancellations, Option Way informs you and MadaPlusTravel immediately and provides a solution.

---

## **8. Program and Price Changes**

### **8.1 Changes Before Contract Conclusion**

We reserve the right to adjust service descriptions and prices before booking.  
If listed hotels are unavailable, equivalent or better alternatives will be booked.  
Such changes do not constitute essential contract changes if the quality remains equivalent.

### **8.2 Price Changes After Contract Conclusion**

Price increases may occur in exceptional cases due to:

- higher transport costs (e.g., fuel surcharges)
- new or increased government fees
- exchange-rate changes
- VAT adjustments

Price increases are permitted only up to **22 days before departure**.

If the increase exceeds 10%, your rights under section 8.5 apply.

### **8.3 Itinerary Changes**

Due to force majeure or unforeseeable events (e.g., weather, strikes), the itinerary may be adjusted.

We strive to provide equivalent alternatives and inform you as quickly as possible.

### **8.5 Your Rights in Case of Major Changes**

If essential contract changes or price increases of more than 10% occur, you may:

- a) accept the change, or
- b) withdraw from the contract in writing within 3 working days.

All amounts paid will be fully refunded.

### **8.6 Conduct During the Trip**

Travelers must respect local laws and safety regulations (e.g., seatbelt requirements).

---

## **9. Trip Cancellation by the Organizer**

If unforeseeable events (e.g., natural disasters, unrest, pandemics) prevent the trip from taking place, we will inform you immediately.

Payments already made will be refunded in full, provided no services were rendered.

---

## **10. Failure of Services During the Trip**

Withdrawal during the trip is only possible if a significant portion of the agreed services is not provided and no reasonable replacement service is offered.

---

## **11. Trip Interruption by the Traveler**

For voluntary interruption or no-show, no refund is provided.

Additional costs (e.g., return transport) are borne by the traveler.

In case of illness or accident, we assist with organizing the return journey—but costs must be covered by the traveler (see mandatory insurance under section 4).

---

## **12. Complaints and Claims**

### **12.1 During the Trip**

If something does not meet the agreement, please inform our tour guide or MadaPlusTravel office immediately so that we can resolve the issue.

## 12.2 After the Trip

Defects or compensation claims must be submitted in writing within **30 days after the end of the trip**, including documentation and confirmation from the tour guide.

After this deadline, claims cannot be accepted.

---

## 13. Liability of the Tour Operator

### 13.1 General Liability

We are liable for the proper provision of agreed or equivalent replacement services.

### 13.2 Exclusions of Liability

We are not liable for damages caused by:

- the traveler's own fault,
- unforeseeable actions of third parties,
- force majeure or unavoidable events.

### 13.3 Personal Injuries

We are liable for personal injuries if they were caused by MadaPlusTravel or appointed service partners.

### 13.4 Material and Financial Damage

Liability for property or financial damage is limited to **twice the travel price per person**.

### 13.5 Valuables

Please store valuables safely (e.g., in hotel safe).

We assume no liability for loss, theft, or misuse.

### 13.6 Flight and Schedule Delays

Delays due to traffic, weather, or technical issues cannot be ruled out.

We are not liable for such delays.

### 13.7 Local Activities

We assume no liability for excursions booked locally that are not organized by MadaPlusTravel.

---

## 14. Partial Invalidity

Should any provision of this contract be invalid, the validity of the remaining provisions remains unaffected.

---

## 15. Applicable Law and Jurisdiction

### 15.1 Applicable Law

All legal relationships are governed exclusively by the law of the Republic of Madagascar.

### 15.2 Place of Jurisdiction

Exclusive place of jurisdiction is **Morondava (Madagascar)**.

---

**MadaPlusTravel SARL**  
Morondava, Madagascar  
[www.madaplustravel.ch](http://www.madaplustravel.ch)