MADAPLUS TRAVEL SARL

General Terms and Conditions

Version of 3 September 2026 · replaces the version of 3 August 2026

These General Terms and Conditions govern the contractual relationship between you as the travelling customer and MadaPlus TRAVEL SARL (hereinafter "MadaPlus TRAVEL"). They contain important information on booking, payment, changes, cancellation, liability and other matters. Please read them carefully before confirming your booking. By booking, you accept these terms as binding.

1 Conclusion of contract, fitness to travel, services and prices

1.1 Booking

With your registration you offer to conclude a travel contract. The contract comes into being as soon as we accept your written, telephone, electronic or personal registration without reservation. By booking, you confirm that you have read, understood and accepted these General Terms and Conditions.

1.2 Free cancellation within three days

After receiving our first written confirmation, you may cancel your booking within three days free of charge and without a handling fee. This does not apply to:

- flight bookings with immediate ticket issue
- bookings made less than 30 days before departure

In these cases the conditions under clause 3.2 apply.

1.3 Fitness to travel

By booking, you confirm that your state of health allows you to take part in the journey. In particular, this means that you are able to walk at a normal pace, handle your luggage yourself and do not depend on outside assistance during the journey.

If fitness to travel is evidently limited, we may refuse to conclude the contract or conclude it only on condition that an accompanying person travels with you.

If it becomes apparent only during the journey that continuing is not reasonable or not safe for you or for your fellow travellers, we may terminate the contract. In such a case we will help you to organise your return journey. The resulting costs are borne by you; as a rule they are covered by the insurance required under clause 4.

1.4 Services

Our services are set out in the respective travel description. Special requests are valid only if we have confirmed them in writing and without reservation.

Unless stated otherwise, our services begin with your arrival in Antananarivo and end with your departure from Madagascar.

1.5 Travel confirmation and invoice

You will receive the invoice together with the travel confirmation as a PDF document. Please check both immediately upon receipt, in particular the spelling of all names as shown in the passports. The travel confirmation also states the exchange rate on which the price calculation is based (clause 3.3).

1.6 Prices and room occupancy

All prices are in Swiss francs and are based on accommodation in a double room or in a bungalow for two persons, with two full-paying persons. For single travellers and for single occupancy of a double room, the single supplement stated in the offer applies.

1.7 Short-notice bookings

For bookings made less than 30 days before departure we may charge a handling fee of CHF 60.– per person, up to a maximum of CHF 120.– per booking.

2 Payment

After you receive the invoice with the booking confirmation, a deposit of at least 40 per cent of the travel price is due within ten days. The balance is payable no later than 30 days before departure. For bookings made less than 30 days before the start of the journey, the full amount is due on booking.

If a payment is not made on time, we will send you a written reminder and grant you an additional period of ten days. If this period also passes unused, we may withdraw from the contract and charge the cancellation fees under clause 3.2.

3 Changes and cancellations by the traveller

3.1 Changes to the booking

For changes to the booking, such as a change of date, we charge a handling fee of CHF 60.– per person, up to a maximum of CHF 120.– per booking. For changes made less than 120 days before departure, the costs of our service partners may be added. Clause 3.4 applies to naming a replacement person.

3.2 Cancellations

Cancellations must be made in writing; in exceptional cases a cancellation by telephone with subsequent written confirmation is permitted. The date on which the cancellation is received by MadaPlus TRAVEL is decisive for calculating the cancellation fees.

In the event of cancellation before the start of the journey we charge a handling fee of CHF 60.– per person, up to a maximum of CHF 120.– per booking. Handling fees and insurance premiums are not refunded.

In addition, the following cancellation fees apply as a percentage of the total price:

Time of cancellation	Cancellation fee
up to 120 days before departure	**0 %**
119 to 61 days before departure	**30 %**
60 to 35 days before departure	**60 %**
34 to 15 days before departure	**70 %**
14 to 0 days before departure, or no-show	**100 %**

In all cases, third-party services already rendered and demonstrably non-refundable – in particular domestic flights and deposits paid to hotels – are additionally owed, insofar as they exceed the cancellation fee above.

3.3 Prices, price changes and exchange rates

Prices are in Swiss francs. The price calculation is based on the service providers' tariffs applicable at the time of the offer and on the exchange rate between the Swiss franc, the Malagasy ariary and the euro stated in the travel confirmation.

MadaPlus TRAVEL reserves the right to adjust the agreed price if, after conclusion of the contract,

a) transport costs, in particular fuel costs, change;

b) duties and charges for certain services change, in particular airport, port and landing fees, visa fees and entrance fees for national parks and reserves;

c) the exchange rate of the Swiss franc against the Malagasy ariary or the euro changes by more than 3 per cent compared with the rate used in the calculation.

Any adjustment is limited strictly to the amount of the documented additional or reduced costs. If the factors mentioned work in the customer's favour, the difference is refunded to them.

A price increase will be communicated to you in writing, with reasons, no later than 21 days before the agreed departure date. From the 20th day before departure, a price increase is excluded.

If the price increase exceeds 10 per cent of the total price, you may withdraw from the contract free of charge within five days of receiving the notification. Payments already made will be refunded in full in this case.

3.4 Replacement person

You may name a replacement person who will take the journey under the same conditions. The handling fee under clause 3.1 applies. You and the replacement person are jointly and severally liable for all costs incurred. For air tickets already issued, name changes are generally not possible; a new ticket must be purchased, the cost of which is additional.

4 Insurance

Taking out adequate travel insurance is mandatory for all journeys with MadaPlus TRAVEL. The insurance must cover at least cancellation and trip interruption costs, medical treatment costs abroad, and medical assistance and medically necessary repatriation to Switzerland.

It is the customer's responsibility to take out appropriate insurance and to ensure that it is valid for the entire duration of the journey. MadaPlus TRAVEL accepts no liability for services that are not covered by the customer's insurance.

5 Entry formalities: passport, visa, vaccinations

Please inform yourself in good time about the entry requirements applicable to Madagascar, in particular regarding visa, passport and recommended vaccinations. Current information is available on the official website www.diplomatie.gov.mg.

The visa depends on the length of your stay. Different categories and fees apply to stays of up to 30 days and to stays of 31 to 60 days; the number of days between entry and departure is decisive. Please select the correct category when applying for the e-visa. The visa can also be applied for on arrival at the airport. The passport must be valid for at least a further six months on entry.

These details apply to Swiss nationals. Travellers of other nationalities are responsible for informing themselves about the provisions applicable to them.

You are responsible for obtaining and carrying all travel documents. If entry is refused, you bear the resulting costs.

6 Tips

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

7 Flights

The long-haul flight to and from Madagascar is not part of our services. We are happy to submit a flight proposal to you; the contract of carriage, however, is concluded exclusively between you and the airline or the booking platform. For this we work with Option Way (www.optionway.com). In the event of flight changes or cancellations, Option Way informs you and us and offers a solution.

Domestic flights in Madagascar are operated by Madagascar Airlines under the Tsaradia brand. They are part of our services where they are listed in the travel programme, and are in economy class; surcharges for other classes are charged at current prices. Timetables on domestic routes may change at short notice. We monitor the booked flights and inform you as soon as anything changes; in the event of a cancellation we take care of accommodation and rebooking.

8 Programme and price changes by MadaPlus TRAVEL

8.1 Changes before conclusion of the contract

We reserve the right to adjust service descriptions and prices before booking. If the hotels named are not available, we book equivalent or better alternatives. You will be informed of such changes; they do not count as a material change to the contract provided the quality remains equivalent.

8.2 Price changes after conclusion of the contract

Clause 3.3 applies exclusively to price changes after conclusion of the contract.

8.3 Changes to the itinerary

For reasons of force majeure or because of unforeseeable events such as weather, track conditions or strikes, the itinerary may be adjusted. We endeavour to provide equivalent replacement services and will inform you as quickly as possible.

8.4 Your rights in the event of material changes

If a material point of the contract is significantly changed before departure, you may accept the change or withdraw from the contract in writing within five days of receiving our notification. Payments already made will be refunded in full in this case. Clause 3.3 applies to price increases.

8.5 Conduct during the journey

Travellers undertake to observe local laws and safety regulations, in particular the obligation to wear seat belts in the vehicle and the instructions of the driver, the tour guide and boat operators.

9 Cancellation of the journey by MadaPlus TRAVEL

If unforeseeable events such as natural disasters, unrest or pandemics prevent the journey from taking place, we will inform you immediately. Payments already made will be refunded in full insofar as no services have been rendered. No further claims exist, provided no fault is attributable to us.

10 Failure of services during the journey

If a material part of the agreed services is not provided and no appropriate replacement is possible, you may terminate the contract during the journey. In this case we will refund the value of the services not provided and organise your return to Antananarivo. The costs of the return journey are borne by us insofar as we are responsible for the failure.

11 Interruption of the journey by the traveller

In the event of voluntary interruption or non-commencement of the journey, no refund is made. Additional costs, for example for return transport, are borne by you. In the event of illness or accident we will of course help to organise the return journey; the costs are borne by the customer and are as a rule covered by the insurance required under clause 4.

12 Complaints

12.1 During the journey

If something does not correspond to what was agreed, please inform our tour guide or the MadaPlus TRAVEL office immediately, so that we can remedy the shortcoming on site. If this notification is not given, the shortcoming cannot be remedied; this will be taken into account when assessing later claims.

12.2 After the journey

Shortcomings and claims for damages must be reported to us in writing and with supporting documents within 30 days of the end of the journey. This deadline serves to clarify matters quickly. A late report may mean that the facts can no longer be established; this is to the detriment of the person raising the claim.

13 Liability

13.1 General liability

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

13.2 Exclusions of liability

We are not liable for damage caused by your own fault, by the unforeseeable conduct of third parties not involved in providing the contractually agreed services, or by force majeure and unavoidable events.

13.3 Personal injury

We are liable for personal injury where it was caused by the fault of MadaPlus TRAVEL or of the service partners engaged by us.

13.4 Damage to property and financial loss

Liability for damage to property and financial loss is limited to twice the travel price per person, provided the damage was caused neither intentionally nor by gross negligence.

13.5 Valuables

Please keep valuables in a safe place, for example in the hotel safe. We accept no liability for loss, theft or misuse.

13.6 Flight and travel timetables

Delays due to traffic, weather or technical causes cannot be ruled out. In such cases we endeavour to provide appropriate replacement services. Liability beyond this exists only insofar as fault is attributable to us. Claims against the operating airline remain reserved.

13.7 Local activities

We accept no liability for excursions booked locally and not organised by MadaPlus TRAVEL.

14 Data protection

We process your personal data exclusively for the purpose of carrying out the booked journey. This includes passing on the necessary details to hotels, airlines, local partners and authorities in Madagascar. Processing for other purposes takes place only with your consent. Details are governed by our data protection statement at www.madaplustravel.ch.

15 Partial invalidity

Should any provision of these General Terms and Conditions be invalid, the validity of the remaining provisions is unaffected.

16 Disputes, applicable law and place of jurisdiction

16.1 Amicable resolution

We seek to resolve differences primarily through direct discussion and by mutual agreement. Please raise your concern with us under clause 12; we will respond within 14 days.

16.2 Applicable law and place of jurisdiction

The contracting party is MadaPlus TRAVEL SARL, with registered office in Morondava, Madagascar. The contract is governed by Malagasy law; the place of jurisdiction is Morondava. Mandatory protective provisions of the law of your place of residence remain reserved.

Contracting party

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