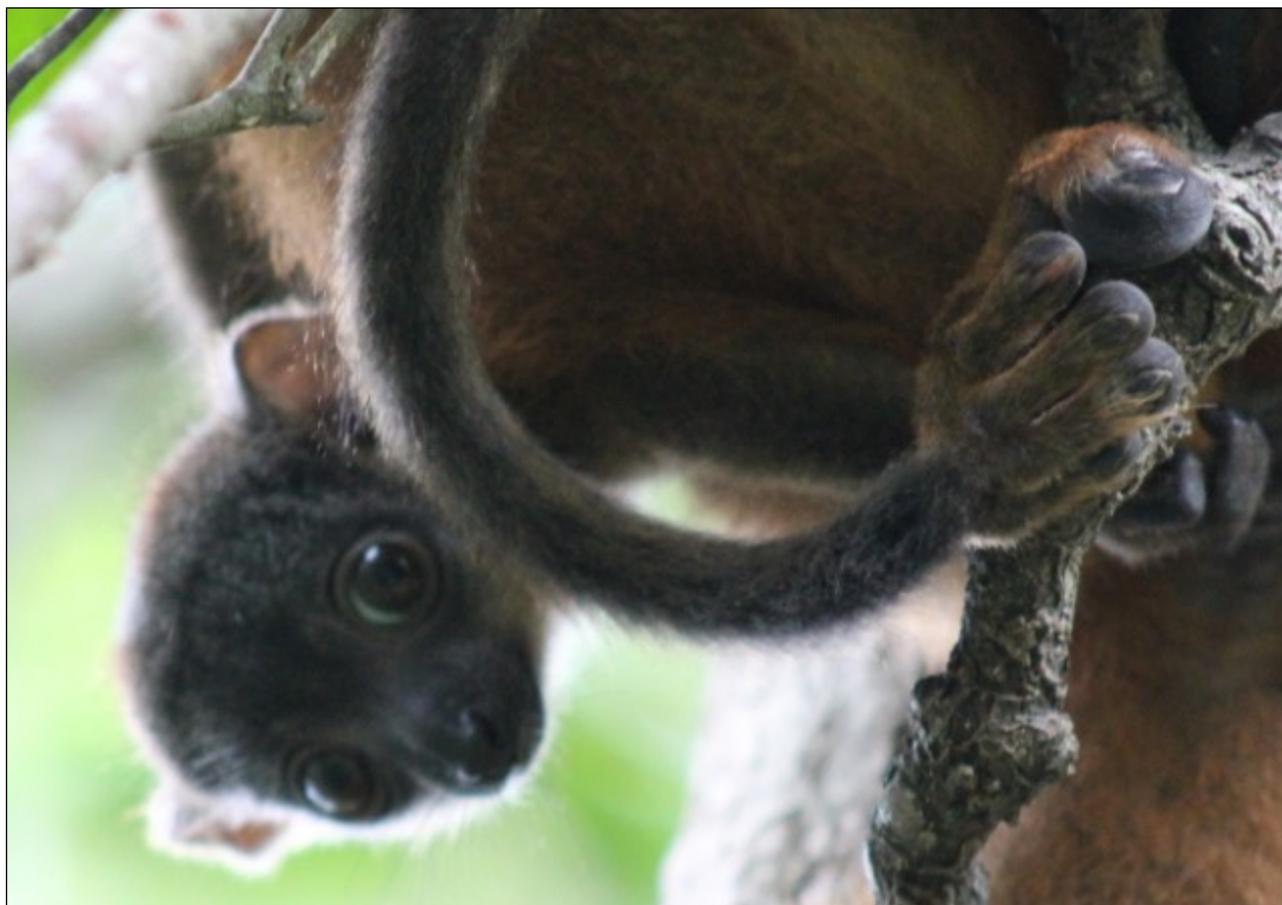

Terms & Conditions

For holiday bookings

DADAMANGA SARL - 2017



STANDARD TERMS & CONDITIONS

PLEASE READ CAREFULLY:

Please read the following notice as it contains information about your contract with Dadamanga SARL travel services and lays out what you have agreed with us. Dadamanga SARL travel services accepts bookings subject to the following conditions:

This company is acting as a mere agent for suppliers in selling travel-related services, or in accepting reservations or bookings for services that are not directly supplied by this travel agency (such as air and ground transportation, hotel accommodations, meals, tours, guided walks, etc.). This agency, therefore, shall not be responsible for breach of contract of any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay, or injury to you or your travel companions or group members. This company shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climactic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agent's control. Traveler assumes complete and full responsibility for, and hereby releases the agent from any duty of, checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations, during the length of the proposed travel. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department or the equivalent in your country. For medical information, call your Public Health Service. By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of such risks, and is advised to obtain appropriate insurance coverage against them. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute a consent to the above, and an agreement on his/her part to convey the contents hereto to his / her travel companions or group members.

1. Your Contract

The contract is between Dadamanga SARL and the client, being any person traveling or intending to travel on a tour operated by Dadamanga SARL. The contract and any or all matters arising from it is subject only to the law of Madagascar and is subject only to the exclusive jurisdiction of the Malagasy courts. No employee of Dadamanga SARL travel services other than the Gérant (Brett Massoud) has the authority to vary or omit any of these terms or conditions or promise any discount or refund.

2. To Secure Your Booking

After negotiation of itinerary and price, which must be in writing normally by email, to secure a booking, Dadamanga SARL travel services requires a written order from the client, usually by email, confirming the desire to proceed with the booking, and, on receipt of that request, Dadamanga SARL will then issue an invoice. Dadamanga SARL travel services then requires the necessary deposit, or full payment for invoices less than **€3,000**, to maintain the booking and the price quoted, as follows:

Services costing an invoice total of less than **€3,000** are due for payment in full upon reservation.

For services costing an invoice total of more than **€3,000** the following payment conditions apply:

If the booking is made more than 45 days before the departure of the tour, we require a deposit of the total cost of all airfares included in the itinerary (as published on the website of Air Madagascar or other airline on the day of booking), plus, 10% of the total other travel costs, or, equivalent of EUR 500 whichever is the greater, to be paid to secure the booking. Then the balance of 50% of the total cost of the tour is due 45 days prior to commencement of the tour, making a total of 50% of the total cost of the tour to be paid by day 45 prior to commencement. The final 50% is due to reach us no later than 15 days prior to commencement of your holiday.

Clients booking by any means including verbally by telephone will be deemed to have agreed to the following three conditions:

1.) they have read and accepted these Terms & Conditions... 2.) they appreciate, on behalf of all the people included in their booking, the risks involved in adventure travel... 3.) the person signing, or being deemed to sign, the reservation request warrants that he or she has full authority to do so on behalf of all persons whose names appear thereon, and confirms that all such persons are fully aware of and accept all of these conditions.

A booking is accepted and becomes confirmed only after Dadamanga SARL travel services sends an invoice and a deposit is paid to and received by us. It is at this point that a contract between Dadamanga SARL travel services and the client comes into existence, your booking is then called a confirmed booking.

Before your booking is confirmed and a contract comes into force, Dadamanga SARL travel services reserves the right to increase or decrease prices. Dadamanga SARL travel services or their agents reserve the right to decline any booking at their sole discretion.

3. Payment

We calculate all invoices in ariary and convert to euros, and the euro will always be the currency of the transaction. We use the exchange rate set by the Central Bank of Madagascar on the invoice date when calculating prices from Malagasy ariary. 50% of all monies due, must be paid to Dadamanga SARL travel services not later than 45 days before your tour start date. In the case of non-payment of the balance by the due date Dadamanga SARL travel services may treat the booking as cancelled by the client. The remaining balance is due not later than 15 days prior to commencement of the tour.

Dadamanga SARL travel services offers four means of payment:

1. Wire transfer to our bank account for all clients paying from outside of Madagascar. Banking information will be provided at time of booking. You will be responsible to pay any fee related to the transaction charged by your bank.
2. Payment by credit card to our PayPal account which is held in Australia. This method of payment incurs a PayPal credit card fee of approximately 3% plus a \$AUD22 bank charge for us to transfer the money to our account in Madagascar. Please use this calculator to see the fees <http://thefeecalculator.com>
3. Western Union sent net of all charges (you pay all transfer costs)
4. For Malagasy residents, we accept cash in Ariary

We reserve the right to alter our payment terms for any unusual services or in times of high demand, in the case for example that we are obliged to pay in advance of our normal service provider agreements for, for example, group bookings during high season.

4. If You Change Your Booking

More than 45 days before your holiday begins: Changes more than 45 days in advance of the booking are dealt with as a courtesy to you with no charge from us, however, some service providers (such as Air Madagascar) may make charges for date changes, and, some services may be priced differently to your original quote, and these fees and price changes are your responsibility.

Between 45 days and 15 days before your holiday begins: An administration fee of EURO 200 per booking *plus any additional costs incurred* will be charged if a confirmed booking is changed between 45 days and 15 days before the start of your holiday. Minor changes (as defined by us) are dealt with as a courtesy right through your holiday until your last day.

15 days or less prior to commencement of the tour, major changes (as defined by us) may be treated as cancellations and subject to the charges below. Minor changes (as defined by us) are dealt with as a courtesy right through your holiday until your last day.

Changes are always subject to availability.

In plain language: once you have paid us, and we have in turn then paid our service providers for your holiday, in most cases we are unable to obtain a refund, but, we may be able to change dates. We will always take every reasonable step to assist you where changes are necessary but sometimes there may be extra costs.

5. If You Cancel Your Booking - Refunds Policy

Should the client wish to cancel, cancellation charges will be imposed.

For invoices of €2,500 or more:

- 45 or more days before departure – retention of 10% deposit
- 44 - 15 days before departure – 50% of the total travel costs, so we retain all of your 50% deposit
- 14 - 0 days before departure – 100% of the total travel costs, so we retain your full payment

So, in plain language, at each point that you make a payment to us, it becomes non-refundable.

For holidays that are less than €2,500 euros:

Your holiday is paid in full upon invoice, and, if you need to cancel, up to 15 days prior to commencement of your holiday, we deduct all actual costs we have incurred such as airline tickets (for which we will provide you invoices for

your insurance company) and we offer a refund of 50% of the balance of your payment. From day 15, we offer zero refund.

Please note that our refunds policy is strict. We will, from day-one after receiving each payment from you, and at each step of the payment and reservations process, have paid certain suppliers and incurred certain costs for which we have no remedy. No refund will be made for any unused services which are included in the price of any tour or holiday because a client is incapable of participating or does not want to participate. Clients should make informed decisions about the type of holiday that they wish to purchase from us, before a booking becomes confirmed.

We recommend that you purchase travel insurance at the time that you make a purchase from us, as your remedy in the case that you need to cancel your holiday.

6. If You Have A Complaint

Should the client have a complaint about any of the tour arrangements, the client must tell both the relevant supplier and a Dadamanga SARL travel services representative immediately. It is only if Dadamanga SARL travel services and the relevant supplier know about problems immediately that we have the opportunity to rectify them. Failure to inform us of complaints at the time of the issue may result in the client's ability to claim compensation from Dadamanga SARL travel services being made void or diminished.

In plain language: all of our clients are provided with the personal phone number of the company owner, which you may call 24/7. The owner in person will assist you with any complaints that you might have and will divert the appropriate resources to attempt to resolve the problem. Please call us.

7. Passports, Visas And Vaccinations

Clients are responsible for arranging, and must be in possession of, a valid passport with at least six months validity, relevant visas for their entire holiday, and vaccination certificates required for their entire holiday. Information about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on the part of Dadamanga SARL travel services.

8. International Flight Bookings

Clients are responsible for arranging their international travel and failure to hold a ticket out of Madagascar may result in you being refused entry to Madagascar. We accept no responsibility for any such failure on the part of a client to be adequately prepared in terms of international ticketing or visas. It will be the customer's responsibility to communicate us their international travel itinerary, and further to immediately report to us any changes that may occur. In any case, Dadamanga SARL travel services will not be responsible for any delay or missed international flight which may cause the customer to miss or delay the departure of the tour. Terms and conditions regarding tour booking changes or cancellations are applicable.

In plain language: again, we reiterate the importance of travel insurance.

9. Travel And Cancellation Insurance

Clients are responsible for purchasing sufficient personal travel insurance. Travel insurance is highly recommended for all clients whilst on a tour organised by Dadamanga SARL travel services. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance and ensuring that they are in possession of private travel insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with adequate benefits. Clients when purchasing insurance should ensure that there are no exclusion clauses limiting protection for the type of activities included in their tour.

10. Important: Liability Insurance

Limited insurance is held by Dadamanga SARL and **we clearly declare that we do not have faith in Malagasy insurance companies to adequately pay claims made against them.** The client acknowledges and accepts that there may be no policy covering Dadamanga SARL travel services liability to its clients for death, injury, damage or loss occurring anywhere in the world. The client also specifically acknowledges that with respect to passenger accident liability cover, this cover may be very limited or may not exist at all. The client acknowledges that Dadamanga SARL travel services has taken reasonable steps in safeguarding itself from liability in the reality of the Malagasy business environment but that Dadamanga SARL will always act in a responsible fashion within its reasonable ability, to protect clients from harm.

Although Dadamanga SARL travel services does hold various insurance policies this booking condition states and the client agrees that the client must assume he or she is not covered by any insurance policy held by Dadamanga SARL, including liability insurance for death, injury, damage or any other loss, and the client acknowledges that Dadamanga

SARL will not entertain claims for any of those risks.

In plain language: neither us nor you are likely to obtain any satisfactory remedy by claiming from a Malagasy insurance company. We again reiterate the importance of the traveler being adequately insured.

11. Tour Participation

Clients agree to accept the authority and decisions of Dadamanga SARL travel services employees, tour leaders and agents whilst on tour with Dadamanga SARL travel services. If in the opinion of such persons the health, level of fitness or conduct of a client at any time before or after departure appears likely to endanger the safe, comfortable or happy progress of a tour, the client may be excluded from all or part of the tour without refund or recompense. In the case of ill health of a client, Dadamanga SARL travel services may make such arrangements as it sees fit and recover the costs thereof from the client. If a client commits an illegal act the client may be excluded from the tour and Dadamanga SARL travel services shall cease to have responsibility to or for them, with no refund. If you are affected by a condition, medical or otherwise, that might affect you or affect other people's enjoyment or active participation of the tour, you must advise us at the time of booking. No refund will be made if the actions or illness of one member of a private tour has a negative impact on the holiday of the rest of your group.

In plain language: we advise you to consider carefully your own fitness and ability otherwise to participate in the holiday that you are purchasing because we can't refund you for parts of the holiday that you don't use.

12. Price Changes

External factors may affect exchange rates, air fares, transportation and accommodation, and while we would always endeavour to absorb small price increases, Dadamanga SARL travel services reserves the right to alter the price of any tour or service and forward an amended invoice in the face of any extreme price change by a supplier of services that we in turn provide to you.

In plain language: if any prices for any part of your tour are increased by the supplier to the point where we could not absorb the increase, we will offer you options to change, but ultimately, we may have to bill you for the price increase.

13. If We Change Your Holiday

While Dadamanga SARL travel services will use its best endeavours to operate all tours as agreed, reasonable changes in an itinerary may be required where deemed necessary or considered advisable by Dadamanga SARL travel services, or, when occasionally forced on us by our suppliers (such as room or vehicle changes). Dadamanga SARL travel services reserves the right to change any of the facilities, services or prices described in any printed materials published by us, and on our website. Clients will always be told as soon as we are made aware of any likely or definite change. The definition of a major change will depend on the individual tour and circumstances and will be solely defined by Dadamanga SARL travel services. When a major change is made by us prior to commencement of the tour, the client will have the choice of accepting the change of arrangements that we propose, or purchasing an entirely alternative tour from us. If the client has been aware of the risk of a change to the holiday and has accepted to proceed in the face of this risk, Dadamanga SARL travel services will make every effort to adapt the holiday to one mutually acceptable to the client and us and the money paid. We book scheduled flights for our clients as published by airlines and all flights are confirmed within 5-days of receipt of payment from the client. We do not accept liability for the unreliability of airlines in Madagascar. In the case of flight schedule changes, or flight cancellations, we will offer alternative dates, or alternative means of transport, or alternative routes, and we will be available 7 days per week 24 hours per day to affect the required changes, but, alternative dates, routes or means of transport may have significant cost differences to those booked, and there may be extra costs involved for the client to put those changes into effect which may require further immediate payment from the client to enable us to effect them. There may also be a refund if changes result in a significantly cheaper holiday than the originally booked holiday.

In plain language: if a supplier forces a change on us, or, if for safety or other reasons we feel it is advisable to make a change, we will do everything we can to make changes smooth and without extra cost, however, there may be times when changes force cost increases. We will work with you to ensure the minimum possible disruption.

14. Holiday Cancellation

Dadamanga SARL travel services reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 45 days before departure except for force majeure, or the client's failure to pay the final balance. Unless the client fails to pay the final balance, Dadamanga SARL travel services, upon cancellation, will offer an alternative tour, or, return all monies paid. Force majeure is war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or other similar events beyond the control of Dadamanga SARL travel services. Dadamanga SARL travel services is not liable for any penalty or charge associated with connecting air fares, in the event of a change to a tour departure time, date or cancellation.

In plain language: if we have to totally cancel your tour (which is different to changing your holiday), we will offer you an alternative, or, we will make a refund of all money paid.

15. Our Responsibility For Your Holiday

Holiday bookings are accepted by Dadamanga SARL travel services on the understanding that the client appreciates the possible risks inherent in adventure travel and that they undertake and engage in the tours, treks or expeditions that they buy from us at their own volition and, while all due care is taken by us, at their own risk. Due to political and cultural differences, as well as generally tougher physical conditions, travel in Madagascar involves risks different to those that we take in our daily lives. Dadamanga SARL travel services place extreme importance on the safety of clients. It is important, however, that clients realise that they are responsible for making themselves aware (through State Department advisories, Government Tourist Offices and other sources of information) of the risks involved, and are responsible for making their decisions accordingly. No refund will be made for any unused services which are included in the price of any tour or holiday. Dadamanga SARL travel services shall not be liable for any delays, deviations or omissions from any tour caused by circumstances beyond its reasonable control, nor for any direct or indirect consequences resulting. Dadamanga SARL travel services shall not be liable to compensate clients for associated expenses incurred as a result of their booking.

Dadamanga SARL
Société à Responsabilité Limitée
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Activité: Tourisme environnemental - commerce - hébergement - restauration - agence de voyages - voyagistes / tour opérateur - réceptif - entreprise de locations - import export