

## CONDITIONS OF SALES

### ARE GUARANTEED

- Are guaranteed, the expenses bound to the Package to which the customer subscribed in the limit of the terms of the contract (Transportation, Lodging, Restoration, other mentioned expenses)
- Aid travels: • Transmission of urgent messages • Aid in case of robbery, loss or destruction of the papers
- Information of journey

### ARE EXCLUDED

- In case of accidents, we are not able to, on no account, to substitute ourselves to the emergency local organisms.
- The expenses hired without our agreement, or whose handling is not foreseen by the contract,
- the ragged expenses by original documents,
- the medical expenses
- The expenses bound to the excesses of weight of luggage at the time of air freight and the expenses of routing of the luggage when they cannot be transported with you.

Taken of effect and length of the guarantees: to the date of the customer's arrival at the airport of arrival.

Expiration of the guarantees: to the date of leaving of the customer, the day of the departure at the .

### BOOKING / RESERVATION

To be taken as definitive, all booking and reservation must be confirmed 30 days at the latest before the date of arrival.

However, the bookings confirmed between 30 days to 15 days from the date of arrival are accepted IF AND ONLY IF the regulation of the deposit and the balance is done in only one time and for the totality of the amount of the trip.

The confirmation will consist in returning us (by fax only, at number 00261-20 24 530 86 / by e-mail in authorized cases) the invoice which must be signed by the customer AND accompanied of a copy of proof of payment (order of transfer or receipt of cash payment).

The invoice is constituted by the following information:

- coordinates of the client
- ordered services
- the amount of services
- payment method chosen by client
- Bank coordinates of Genesia Agency

The invoice will be sent to the client by e-mail within 72 hours after the on line booking.

The travel contract between the client and the agency will be effective only after the payment of the deposit. The signature of the invoice by the client will be an acceptance of travel modalities and the conditions of sale.

### DEPOSIT AND PAYMENTS

**Except special mention\* , the conditions about deposit and payments are the following:**

A non repayable deposit of 40% of the total amount of the stay should be paid. A copy of the proof of payment of the deposit must be joined with the confirmation paper, at the time of the confirmation of booking.

The default in payment of the deposit on time granted will annul all booking automatically.

The balance of the journey must be paid, without raise of our part, in the 15 days at least before the date of arrival.

All delay in the payments of the balance is considered like an annulment of the journey and is submitted to the penalties of annulment.

However, for all booking confirmed between 30 days to 15 days from the date of arrival, the regulation of the deposit and the balance must be done in only one time and for the totality of the amount of the journey.

### **METHODS OF PAYMENTS**

The payments will be made:

-either by cash deposit

-or by bank transfer. In case of bank transfer, the transfer expenses are in charge of the order giver. A copy of the transfer order (with seal and signature) should be sent by fax to us at number + (261 20) 24 530 86. The name of the order giver and the one of the booking should be as much identical.

### **MODIFICATION of the reservation**

If another person has to replace the person who contracted for the trip, this is possible before the beginning of the trip, but you have to inform us in time (at least 15 days before the beginning of the trip).

Modifications for another lodging, or another date are considered as new reservations; and applicable after the termination of the initial travel contract (refer. Termination – annulment).

### **TERMINATION - ANNULMENT AND PENALTIES OF ANNULMENT**

The termination by the client is the annulment of ordered services after the conclusion of the travel contract (refer. Contract) The “No show” will be considered as annulment.

The client can terminate the trip before the beginning of services in accordance to the delays defined by these present conditions of sale. In counterpart of the involved works of booking and expenses, Genesia Madagascar can ask for compensation in accordance to the applied penalties of annulment.

All annulment beyond the 30 days before the customer's arrival is possible and doesn't drag the payment of penalty of annulment. However, any refund of the deposit cannot be processed. The balance can be refund\*\*.

*\*\* under conditions*

We reserve the right to require the payment of expenses of booking annulment if this one intervenes between 30 days and 15 days before the confirmed arrival: either 50% of the total amount of the stay.

We reserve the right to require the complete payment of the total amount of the trip if the annulment of the booking intervenes less than 15 days before the confirmed arrival: either 100% of the total amount of the stay.

In your interest, please submit your termination by mail.

We advise you to conclude travel termination insurance.

### **SUSPICION OF INTENTIONAL FALSE RESERVATIONS**

You agree to use the services of the Web site to carry out legitimate reservations or purchases. You agree not to proceed to any false reservation or any reservation intended to anticipate the demand. We can cancel without notice any confirmation considered to be false. Just as we can not give an issue, without notice, to any reservation considered to be false.

### **RESPONSIBILITIES**

We cannot be held responsible for the incidents affecting the progress of the proposed tour and trip raising circumstances or events unforeseeable and insurmountable of a third stranger to the agency (wars, unrests policies.) however in places of absolute necessity.

No repayment will be able to be done in case of "obligatory " annulment by circumstances having a character of absolute necessity or defined as "force majeure" or for reasons linked to the security of the customers or on injunction of an administrative authority.

All service include in the tour or trip non consumed or non used by the customer cannot be repaid.

In accordance with the law, we can be in the obligation to modify our prices and programs to take account: of the variations of the costs of the transportation linked notably to the cost of fuels, and of the variations of the exchange rates for the considered stay. The price can be reviewed according to the evolution of the course of the Dollar US or the currency of the visited country.

The information contained in Web site are non contractual and we cannot be held responsible in case of direct, indirect, fortuitous, special, exemplary or consecutive damage and that, of some nature that it is and according to all theory of contractual liability, of strict responsibility or by wrong (including the carelessness or all other reason) ensuing however it is from the access or the use of this site web. The content of the Web site is provided unwarranted express or implicit, including all implied warranty of merchant quality, price or adequacy to a particular use.

The website languages are: english and french, we cannot be responsible for any other language translation (german, chinese), all communication and booking management will be processed either in french or in english.

Insurance: it belongs to the customer to insure by an insurance company for all risks incurred at the time of his/her journey. The agency declines all responsibility in case of disaster.

### **COMPLAINT - LITIGATION**

Except in case of absolute necessity and without prejudging a possible remedy at law, the complaints should be addressed by registered letter with acknowledgment (the date of the acknowledgment determining the date of admissibility of the complaint) to the address here over, at the latest 20 days following the date of the returning of the customer: VL 26 F bis Ambohibarikely Androntra, Antananarivo 101, Madagascar,

In case of litigation, the courts of Madagascar are the only competent processes.