

TERMS AND GENERAL CONDITIONS OF SALES

GO TRAVEL

These general terms and conditions govern the travel sales offered by tour operator **GO TRAVEL** – Located at LOT PRES 71 B - Antanetibe - Antehiroka within the HI-POLE COMMERCIAL AREA. Legally represented by: **NIRINALIJAO Bakomalala**, his General Manager

The customer acknowledges having read the general conditions of sale and the description of the chosen trip.

1 / Booking:

➤ processing and registration

GO TRAVEL offers specific dates, tailor-made and tailor-made packages, and prearranged programs for groups. All registration must be done email completed and validated

All entries simply acceptance of the general conditions of sale.

All confirmation is accompanied by a non-refundable deposit of 30% per participant (100% less than 45 days before departure).

For any request to register, the reception of an e-mail message to the address provided confirms that the booking is taken into account by **GO TRAVEL**

Registration will only be confirmed upon sending a confirmation email to **GO TRAVEL**. The entry must be made in the surname and forenames of the participant appearing on his passport.

➤ Physical and psychological skills:

For all trips, the participant must ensure that his or her fitness is appropriate for the intended trip. The levels of difficulty and comfort are mentioned on the description sheet and the travel documents. It is important to be healthy and it is recommended to consult a doctor.

GO TRAVEL cannot be held liable in the event of physical insufficiency revealed during the trip.

GO TRAVEL reserves the right not to accept a participant who does not meet the level criteria specified on the technical sheet.

➤ Administrative and health formalities:

Information on administrative and health formalities is communicated by **GO TRAVEL**. It is the responsibility of each participant to ensure that they are in good standing with the police, customs and health formalities (passport, visa, vaccination certificate, recommended vaccine) prior to departure and to comply with these formalities during the trip.

2 / Prices and terms of payment:

➤ **Price of the trip:**

The services included in the price are indicated in the data sheet of the trip provided by **GO TRAVEL**

In the case of a tailor-made / à la carte trip, the quote indicates the price for a given number of participants, the total invoiced price may be different from the one quoted on the estimate, taking into account in particular the additional services requested by the participant and of the change in the number of registered participants (additional entries or cancellations).

The total price of the trip, including any supplements, is communicated to the participant for agreement and mentioned on the invoice.

➤ **Terms of price revision:**

The price may be revised without possibility of cancellation, in order to take account in particular of changes in the cost of transport (if international and / or domestic flights to Madagascar) linked in particular to the cost of fuels; of the charges and taxes relating to the services retained, such as landing, boarding and landing charges in ports and airports; of the exchange rates applied to the journey or stay concerned. Such a revision will be possible in the event of a change in the exchange rate. The entire price is subject to the aforementioned revision. For customers already registered, this revision will be notified no later than **45 days** before departure. For customers registered less than **45 days** of departure, this revision will be applied to the registration.

➤ **Terms of payment:**

- 30% deposit with confirmation of the trip.
- The balance **45 days** before the beginning of the trip.

Payments are made only by bank transfer to **GO TRAVEL**. ***Transfer fees are the responsibility of the clients***

The balance of the price, the additional benefits, is payable one month before departure. Failing to pay the balance **45 days** before departure, **GO TRAVEL** may cancel the booking without compensation and will apply the cancellation fees mentioned in article 4.

In case of registration less than one month before departure, the total price of the trip must be paid at the time of registration.

3 / Insurance cancellation and assistance:

To participate in our travels, you must be assured in assistance; Keep this agreement with him throughout the trip

4 / Modifications requested by the customer:

> **Cancellation:**

Cancellation by the participant: whatever the reason, he must notify **GO TRAVEL** immediately.

For cancellations, a cancellation fee will be applied and calculated according to the following rate (per person) according to the cancellation date:

- More than 60 days before the departure date: the sums paid will be refunded to you
- Between 60 and 45 days: 30% of the total price
- Between 44 and 11 days: 60% of the total price
- Less than 10 days: 100% of the total price

Any trip interrupted by a participant's decision (for health, level, or other reasons) is not eligible for any reimbursement by **GO TRAVEL** of unused services.

The additional costs incurred by the participant will not be refunded. Following a medical repatriation by the participant's assistance, ***unused benefits can be reimbursed by his cancellation insurance, according to the Conditions of the contract.***

5 / Amendment by GO TRAVEL

➤ Cancellation by GO TRAVEL

Due to Force Majeure: Events constituting Force Majeure (unforeseeable and insurmountable incidents or events such as: wars, political unrest, strikes, riots, weather conditions, natural disasters, etc.) may impose a cancellation of our share.

In this case, the customer is informed immediately by email
The customer then has the choice between reimbursement or deferral up to the amount paid on another trip of his choice; He cannot claim any compensation.

➤ Modification of the trip:

Prior to departure, program changes (dates, schedules, routes, coaching, accommodation, etc.) may occur due to organizational difficulties or security issues. Each participant is then informed by email

If this change affects an essential element of the program, the participant is entitled either to terminate the contract or to accept the change proposed **by GO TRAVEL**. During the trip, program changes (dates, schedules, routes, coaching, accommodation, etc.) can occur due to organizational difficulties or security issues. If **GO TRAVEL** is able to do so, replacement benefits will be offered to the participant, with the resulting supplements being paid by **GO TRAVEL**. Otherwise, except in cases of force majeure, **GO TRAVEL** reimburses the difference in price between the services provided and those provided.

➤ Interruption of the trip:

Any trip may also be interrupted by a decision of the guide for duly justified reasons (security, insufficient level). In this case, unless the interruption is due to force majeure, **GO TRAVEL** reimburses the difference in price between the services provided and those provided.

6 / Responsibility:

➤ Civil liability:

In accordance with the regulations governing the profession of travel agent in Madagascar, **GO TRAVEL** has taken out a Professional Liability Insurance

However, this liability insurance does not replace the individual civil liability of which each participant must hold.

➤ Liability and risks incurred:

The liability of **GO TRAVEL** cannot be incurred in the event of non-performance or improper performance of the contract attributable either to the customer, or to the unpredictable and insurmountable fact of a third party foreign to the provision of the services provided to the contract, or to a case of force major.

In particular, **GO TRAVEL** cannot be held liable in the event of:

No presentation of the administrative and health documents in good standing; Loss by the participant or theft of air tickets; Wars, political unrest, strikes, technical incidents, inclement weather, airspace congestion, delay, particularly for safety reasons, breakdown, loss, theft, delay or deterioration of luggage, injunctions of an administrative authority, etc.

Given the special nature of our travels:

Each participant must follow the advice given in the technical sheets and by the guide of **GO TRAVEL**

GO TRAVEL organizes sports trips, in adventure natural terrain, sometimes distant from local infrastructures and / or in hard-to-reach areas. Each participant must be aware that he may be at risk of any kind due to local conditions (bad road conditions and means of communication, distance from medical centers, political or health situation, etc.). He assumes them with full knowledge of the facts and undertakes not to hold the responsibility to **GO TRAVEL**

Similarly, **GO TRAVEL** cannot be held responsible for the personal imprudence of one or more participants, so GO TRAVEL reserves the right to exclude at any time one or more participants whose behavior would In danger the safety of the group or its wellbeing, without any compensation being due to the participant.

During the journey, luggage can be transported by rudimentary means (carriers, 4X4 roofs) and must be adapted to these conditions. **GO TRAVEL** will not pay compensation in case of deterioration. Each participant is obliged to keep with him and under his responsibility fragile objects (glasses, electronic devices, etc.) Each participant must ensure the presence of his / her baggage when organizing the transfers.

7 / Air transport

GO TRAVEL does not offer international flights to take the participant to Madagascar

The participants are solely responsible for their routing.

Only domestic flights to connect certain stages of the journey can be proposed.

When the service includes one or more internal flights, the following conditions apply:

- Any change of surname or first name after the registration requiring a redemption of the air tickets, will entail the application of expenses amounting to the price of the new tickets.
- The total price billed may be different from the one indicated in the estimate, taking into account, in particular, the tariff adjustments of air transport (readjustment of fuel surcharge, seat buyback or change of class).
- In case of cancellation of the trip by the participant: (article 4), a cancellation fee equal to 100% of the ticket price will be charged, regardless of the cancellation date. The conditions laid down in Article 4 shall apply for the remainder of the travel price.
- In case of modification of the journey requested by the participant (article 4), and when these modifications lead to flight modifications, the amount of the fees will be the price of the new ticket.

The airlines, on the basis of this regulation, limit their liability in case of delay, modification of airport or stopover.

GO TRAVEL can only take note of this limitation of liability and cannot be responsible for the consequences linked to such assumptions. Participants are not entitled to reimbursement or compensation, in particular as a result of altering the originally scheduled flight dates or delaying an air stop, etc.

Any additional costs (taxes, hotel, parking, purchase of tickets etc.) will be borne by the participant.

GO TRAVEL cannot be held responsible for a delay or cancellation of domestic flight. If a delay or cancellation of the domestic flight makes it impossible to take the international flight to leave Madagascar, the expenses (purchase of ticket, accommodation, meals, transfers and trips) are the responsibility of the participants. Under no circumstances may these expenses be claimed from **GO TRAVEL**

- The airline is the only responsible for the damage, theft, loss or delay of the luggage entrusted to it. It is up to the carrier to report the loss as quickly as possible.

8 / Dispute, Claim:

Any complaint relating to the trip must be addressed by the customer to:

GO TRAVEL

LOT PRES 71 B - Antanetibe - Antehiroka

COMMERCIAL AREA HI-POLE -MADAGASCAR

By registered letter with acknowledgment of receipt, at the latest 1 month after the date of return, accompanied by all the supporting documents.

Applicable law:

The contracts concluded between **GO TRAVEL** and the client are subject to the law in force in Madagascar