

General terms and conditions of sales

Following the rebranding carried out in 2021, MALAGASY TOURS has changed its name. Today it is SENSE OF OCEANS

Sense Of Oceans proposes trips, à la carte stays and pre-established programs for individuals groups.

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ANTANANARIVO 101 - MADAGASCAR.
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Stat : 79120 11 1993 0 10031,
NIF: 4000058722 Licence B (051)
Représentant légal : Olivier Toboul

These general conditions of sale govern the sales of trips offered by the tour operator Sense Of Oceans.
These general terms and conditions of sale regularly refer to our website www.malagasy-tours.com.

1/ Confirmation

Before any booking / confirmation, we invite you to consult the "To know" section of our website.

1-a) Booking

Any exchange by phone, whatsapp, messenger or any other means must be confirmed by an email to Sense Of Oceans:
madagascar@senseofoceans.com

The booking of a trip is made exclusively by email to one of the addresses of Sense Of Oceans.

The booking will be effective upon receipt of the "Registration Form" of each person participating in the trip.

It is the customer's responsibility to verify the accuracy of the information provided.

1-b) Confirmation

The confirmation of a trip implies acceptance of these conditions of sales.

The confirmation will be effective upon receipt of a deposit of 30% of the total price of the trip.

In case of late confirmation on D-45 of the date of the end of the trip: the full price of the trip will be requested.

1-c) Physical and Psychological Fitness

Before confirming a trip, the participant must ensure that his or her physical condition is suitable for the trip.

It is important to be in good health and it is recommended to consult a doctor before the departure.

Sense Of Oceans could not be held for person in charge in case of physical insufficiency revealed during the trip.

2/ Administrative and health formalities

Before booking a trip, the participant must ensure that his passport is up to date. It must be valid for six (06) months after leaving Madagascar. Five (05) pages of your passport must be blank.

Before confirming a trip, the participant must ensure that he/she is aware of the information related to administrative and sanitary formalities.

Please refer to the "[Conditions of entry to Madagascar](#)" section of our website for information on health requirements.

Please refer to the "Health" section of our website for health recommendations.

3/ Pricing and terms of payment

3-a) Price of the ground service

The prices of the ground service are expressed EUROS or in DOLLARS.

The services provided are indicated in the included/not included headings at the end of the trip program.

These prices are expressed PER PERSON. If applicable, they can be BY GROUP / FAMILY.

If Sense of Oceans books and invoices the domestic flights scheduled for the trip, the amounts are in EUROS or DOLLARS. These prices are expressed PER PERSON or PER GROUP / FAMILY.

The prices of domestic flights should be added to those of the ground service.

3-b) Terms of price revision

For exceptional reasons and beyond its control, Sense Of Oceans reserves the right to modify the prices without possibility of cancellation, in order to take into account the increases of tariffs in particular due to the change of the rate of the local currency compared to the Euro or to the Dollar, to the brutal increase of the price of fuels, to the increase of the price of local suppliers. (hotels, service providers ...)

For clients already registered, this revision will be notified at the latest 30 days before departure.

For customers registered more than 30 days before departure, this revision will be applied at registration.

3-c) Terms of payment

The payment of the trip is made as follows:

1/ Deposit of 30% of the ground service at the confirmation.

2/ Balance of 70% of the ground service 30 days prior to your arrival in Madagascar.

Last minute registration (D-45 of the beginning of the trip): the entire service will be requested.

Payments are made by bank transfers to our bank in Madagascar.

The bank details will be communicated to you at the time of confirmation of the trip.

4/ Cancellation and assistance insurances

4-a) Insurance obligation

To participate in our trips, you must be insured for repatriation assistance - medical expenses and first aid abroad.

We strongly advise you to also take out cancellation insurance.

We expressly ask you to communicate us the coordinates of your insurer as well as the number of your insurance contract and a telephone number so that we can intervene in case of urgent need.

4-b) CHAPKA ASSURANCE - Sense Of Oceans has negotiated with CHAPKA ASSURANCE a specific contract for our trips. [Click here to read this contract](#). We strongly suggest to subscribe to it if you do not have any.

4-c) It is up to the customer to manage his insurance contract. Sense Of Oceans does not intervene in any case.

5/ Cancellation and cancellation fees

5-a) Cancellation by the customer

In case of cancellation by the customer or part of the customers of a group, Sense Of Oceans must be notified immediately by email.

5-b) Cancellation fees

For any cancellation, whatever the reason, cancellation fees will be applied and calculated according to the following scale:

- Note that an administrative fee of 50 Euros per person will be systematically retained for any cancellation.
 - Note that refunds will be made to the exclusion of sums paid to suppliers (invoices for proof).
 - Note that the bank charges for refunds are the responsibility of the customer.
- More than 60 days before the start date of the trip: Refund of 100% of the sums received excluding administrative costs and sums paid to suppliers.
 - From 59 to 30 days before the start date of the trip: Refund of 70% of the sums received excluding administrative costs and sums paid to suppliers.
 - From 29 to 20 days before the start date of the trip: Refund of 50% of the sums received excluding administrative costs and sums paid to suppliers.
 - From 19 to 10 days before the start date of the trip: Refund of 20% of the sums received excluding administrative costs and sums paid to suppliers.
 - From 09 to 0 days before the start date of the trip: No refund.

5-c) Payment of deposit or down payments to suppliers

Sense Of Oceans will never pay any costs and in particular deposit or down payment to suppliers, hoteliers or airlines without the written consent of the customer.

If a supplier has General Terms and Conditions of Sale and in particular specific Cancellation Conditions Sense Of Oceans undertakes to inform the customer.

5-d) Cancellation of some of the participants in a group

In case of cancellation of one or more participants registered in a travel group while the other participants maintain their participation in the trip:

- The above cancellation fees will be applied.
- Travelers maintaining their trip will have to pay the price of the trip corresponding to the number of participants remaining. If necessary, a new quotation will be made to determine the new price of the trip.

5-e) Cancellation of the trip by Sense Of Oceans

In case of force majeure (incidents or unforeseeable and insurmountable events such as: wars, political troubles, strikes, riots, climatic conditions, natural disasters, sanitary reasons, pandemic etc.) Sense Of Oceans reserves the right to cancel the trip. Sense Of Oceans will inform immediately the customer by email.

The customer has then the choice between the complete refund of the trip excluding sums paid to suppliers, or the postponement of the trip. In this case Sense Of Oceans will deliver to the customer a note of credit of the perceived amount.

In no case the customer will claim a compensatory allowance.

6/ Modification of the program

6-a) Modification of the program requested by the customer before departure

After confirmation of the trip by the client, any modification of the program (date, itinerary, services, suppliers, etc.) involving an increase in price will be invoiced to the client without the client being able to claim a refund of the modified service.

6-b) Modification of program requested by the customer during the trip

Modifying the program established during the trip is possible under certain conditions:

The customer must inform Sense Of Oceans by email as soon as possible. Sense Of Oceans will make every effort to assist the client in modifying its program.

All the additional expenses entrained by this modification are in charge of the customer.

The additional expenses will be to pay either to Sense Of Oceans, or directly to the supplier.

The services of the initial program not consumed do not give right to any refund by Sense Of Oceans.

6-c) Interruption of the trip by the customer

Any interruption of trip by decision of the customer will have to be imperatively made by mail near Sense Of Oceans at the latest the day of the interruption.

Any trip interrupted by decision of the customer (by personal choice, for reasons of health or all other reasons) releases Sense Of Oceans of all responsibilities towards the customer.

Any trip interrupted by decision of the customer (by personal choice, for reasons of health or all other reasons) does not open right to any refund by Sense Of Oceans of the not consumed services.

The additional expenses engaged by the customer because of the interruption of the trip will not be refunded by Sense Of Oceans.

For any interruption of trip following a medical repatriation by the insurance of the customer, the not consumed services do not open right to any refund by Sense Of Oceans. It is up to the participant to contact his insurance on this subject. Sense Of Oceans can then estimate the value of the not consumed services.

6-d) Modification of the trip by Sense Of Oceans before departure

After confirmation of the trip, Sense Of Oceans reserves the right to modify elements of the trip (dates, schedules, itineraries, supervision, accommodation, e tc.) if the management of Sense Of Oceans considers that the conditions are not met to make the trip in peace and safety.

The reasons can be climatic, sanitary or security.

The customer will be informed by email as far as possible before the decision to modify is made.

If the modification of the program does not suit the client, he/she has the right to cancel the contract. In this case, the customer will receive full refund excluding sums paid to suppliers.

6-e) Modification of the trip by Sense Of Oceans during the trip

During the trip, the management of Sense Of Oceans or the customer guide can judge commonly or independently that in case of force majeure (bad condition of the sea, defective infrastructures ...), a modification of the program of the trip is necessary to be able to continue all quietude and safety.

Sense Of Oceans will make every effort to make changes to the program while respecting as closely as possible the services initially planned. The costs of these changes will be paid by Sense Of Oceans.

In case a service cannot be made following this modification of program, Sense Of Oceans makes a commitment to refund the foreseen services.

7/ Exceptional situations

7-a) Cancellation by Sense Of Oceans

In case of exceptional situations in Madagascar such as political troubles (state of emergency ...), climatic conditions (cyclone, flood, bad condition of the sea ...), sanitary (epidemic, pandemic ...), Sense Of Oceans will follow the instructions of the Malagasy or international authorities and will cancel the trip of its customers if these are the instructions. In this case, and in this case only, Sense Of Oceans will refund the sums paid with the exception of the sums incurred for flight or accommodation bookings as well as bank charges.

7-b) Cancellation by the customer

If the cancellation comes from the customer, outside of any Malagasy or international instructions, Sense Of Oceans will keep for two (02) years (on the date of receipt of the sums received) the sums paid by the customer for the postponement of the trip. A credit note will be sent to the customer.

If no trip postponement is scheduled within 2 years of cancellation, the sums paid will be retained by Sense Of Oceans.

8/ Air transport

8-a) International flights

Sense Of Oceans does not propose any international flights to carry participants to Madagascar.

Participants are responsible for their flights. We invite you to consult the best offers on the internet.

Customer are solely responsible for their routing.

8-b) Domestic flights – booking and purchase by the customer

For domestic flights, we invite you to buy them directly from Tsaradia via the website:

[Madagascar Airlines - Booking and buying flights - Tsaradia Book and buy your flight ticket to Madagascar](#)

Sense Of Oceans strongly advises to buy your tickets in the class offering a refund in case of cancellation of the flight.

8-c) Domestic flights – booking and purchase by the Sense of Oceans

Upon your request, Sense Of Oceans will be able to book and issue your domestic flights.

A service fee of MGA 100,000 (+/- €25) per flight is charged for booking and issuing tickets.

Sense Of Oceans will ask you to provide your first and last names (same as your passport)

Any change in name or surname after registration will require the purchase of new airline tickets at the customer's expense.

8-d) Delay or cancellation of a domestic or international flight

Sense Of Oceans cannot be held responsible for the cancellation or delay of a domestic or international flight, for any reason. By law, the airline is obliged to take care of the transfers, meals and accommodation of its customers.

8-d-1) All costs generated by a delay or cancellation of domestic or international flight, other than those borne by the company, are the responsibility of the customer. Under no circumstances can these costs be claimed from Sense Of Oceans.

8-d-2) If a delay or cancellation of a domestic flight makes it impossible for Sense Of Oceans to provide in good conditions a service (visit, journey ...) provided for in the program, Sense Of Oceans can not be held responsible for this situation. Sense Of Oceans will not be obliged to reimburse the service not consumed, nor to compensate it.

8-d-3) If a delay or cancellation of domestic flight results in an impossibility for the customer to take the international flight in connection to leave Madagascar, the costs (redemption of ticket, accommodation, meals, transfers and travel) are the responsibility of the customer. Under no circumstances can these costs be claimed from Sense Of Oceans.

8-e) In case of cancellation or modification of the trip by the client

In the event of cancellation or modification of the trip by the client resulting in a cancellation or modification of the ticket, it is necessary to refer to the reservation class and the conditions applied to this class. All fees and penalties are the responsibility of the customer.

8-f) Rotations and schedules of domestic flights

As domestic flight rotations and schedules are not systematically known at the time of the quotation, program changes at the time of editing flight rotations and schedules may be necessary.

Departures and arrivals can be very early or very late in the day. Program adjustments may also be required.

Under no circumstances can the costs related to these schedules be borne by Sense Of Oceans or justify any compensation.

8-g) Baggage entrusted to the airline

The airline is solely responsible for damage, theft, loss or delay of the baggage entrusted to it. It is with the carrier that the customer will have to declare the claim.

9/ Liability

9-a) Civil liability

In accordance with the regulation which governs the profession of Travel Agent in Madagascar, Sense Of Oceans subscribed a Civil and Professional Responsibility Insurance with the establishments ARO. We hold this document at your disposal.

However, this Civil and Professional Responsibility Insurance does not replace the individual civil responsibility of which every participant must be holder.

9-b) Responsibility and incurred risks

The responsibility of Sense Of Oceans would not know how to be engaged in case of inexecution or bad execution of the contract imputable either to the customer, or to the unforeseeable and insurmountable fact of a third foreigner to the supply of the services provided to the contract, or to a case of absolute necessity.

The responsibility of Sense Of Oceans would not know how to be engaged in case of :

Non-presentation by the customer of the administrative and sanitary documents in good standing, loss by the participant or theft of air ticket, wars, political troubles, strikes, bad weather, congestion of the air space, delay of flight, notably for reasons of safety, breakdown, loss, theft, delay or damage of luggage, injunctions of an administrative authority, etc.

Sense Of Oceans makes a commitment to replace as soon as possible all vehicles in breakdown or presenting a danger for the continuation of the trip in good conditions of safety.

9-c) Responsibility of the participants

Each participant must comply with the advice and/or instructions given by the Sense Of Oceans guide.

Each participant must take care very carefully of his passport.

Sense Of Oceans cannot be held responsible for the loss or the theft of the travel documents (passport) of the customer. All the expenses engaged (transports, accommodations, meals and various expenses) for the obtaining of new travel documents near the competent authorities (consulate) are in charge of the customer.

The customer will not be able to claim to any refund of the services not consumed because of the loss or the flight of his travel documents.

Sense Of Oceans organizes physical trips, in natural ground being able to be difficult, sometimes distant from the medical infrastructures. Every participant must be conscious that he can run risks of any order due to the local conditions (bad state of the roads and means of communication, distance of the medical centers, political or sanitary situation, etc.). He assumes them with full knowledge of the facts and commits himself not to make Sense Of Oceans responsible for them.

In the same way, Sense Of Oceans would not know how to be responsible of the individual imprudence of the participants.

9-d) Luggage while travelling

During your trip, luggage can be transported by rudimentary means (carriers, roofs of vehicles) and must be adapted to these conditions. Sense of Oceans will not pay any compensation in case of deterioration. Each participant is required to keep with him and under his responsibility fragile objects (glasses, electronic equipment, etc.)

Each participant must ensure the presence of his luggage when organizing transfers, especially at airports.

10/ Revocation, Claim

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

SENSE OF OCEANS MADAGASCAR, VR54DN AMBOHIDRASERIKA - MAHAZOARIVO, ANTANANARIVO 101 - MADAGASCAR by registered letter with acknowledgment of receipt, no later than 1 month after the date of the end of the trip, accompanied by all supporting documents.

Applicable law: The law of the Republic of Madagascar (where applicable) shall govern the relationship between Sense of Oceans and the client/s and the courts of the Republic of Madagascar,

(where applicable) shall have sole jurisdiction in respect of any claims and/or disputes which may arise between Sense of Oceans and the client/s.