

General terms and conditions of sales

In light of the rebranding carried out in 2021, MALAGASY TOURS has changed its trading name to SENSE OF OCEANS MADAGASCAR

The below terms and conditions of service shall govern the sales of the services.

These Terms and Conditions constitute a legally binding contract between Sense of Ocean Madagascar and the “Customer”.

These general terms and conditions of sale regularly refer to our website www.malagasy-tours.com.

1/ Reservation / Confirmation

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

1-a) Reservation

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

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

The reservation 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 the acceptance of these terms and conditions of sales and the booking will be confirmed upon receipt of a 30% deposit of the total price of the trip. The remaining balance is to be settled 45 days prior to arrival.

Should the booking confirmation be a last minute one (ie: 45 or less than 45 days prior to arrival) the total amount must be settled

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 Madagascar could not be held responsible should the participant be psychologically and physically unfit for 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 our services

The prices are expressed EUROS or in US DOLLARS.

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

Included and excluded are mentioned at the end of the trip itinerary

Should Sense of Oceans Madagascar books and issues the scheduled domestic flights for the trip, the quotes will be in Euros or in US Dollars. Prices quoted are per person or could be also per group or per family. The price quoted for the domestic flights shall be added separately on top of the itinerary quoted.

3-b) Terms of price revision

For exceptional reasons and beyond its control, Sense Of Oceans Madagascar 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 exchange rate fluctuation of the local currency compared to the Euro or to the US Dollar, to the sudden increase without of the price of fuels, to the increase of the price of local suppliers. (hotels, service providers ...)

3-c) Terms of payment

To confirm your booking with Sense of Ocean Madagascar, we require:

1/ 30% of the total amount of the land arrangement on written confirmation.

2/ The remaining balance of the land arrangement to be settled 30 days prior to your arrival

For the confirmation of a last minute booking (45 days prior to arrival), the balance of the total should be settled in full.

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

The banking details will be communicated on confirmation and will be on the invoice.

4/ Cancellation and travel 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.

Please provide us with the contact details of your insurer as well as your policy number should we need to intervene in case of an emergency

4-b) CHAPKA ASSURANCE - Sense Of Oceans Madagascar is collaborating with CHAPKA ASSURANCE who provides our client a cover for our specific trips. [Click here to read this contract](#). We highly recommend you subscribe to the latter in the case you did not take out any cover with another insurer

4-c) It is up to the customer to manage his insurance contract. Sense Of Oceans Madagascar 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 a participant of a group, Sense Of Oceans Madagascar 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:

- Note that an administrative fee of 50 Euros per person will be 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 Madagascar will never pay any costs and in particular deposit or down payment to suppliers, hoteliers, or airlines without the written consent of the customer.

Should a supplier's Terms and conditions state a specific cancellation policy, Sense Of Oceans Madagascar undertakes to inform the customer during the quoting stage.

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 travel 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 Madagascar

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 Madagascar reserves the right to cancel the trip. Sense Of Oceans Madagascar will inform the customer immediately by email.

The customer has then the choice between the complete refund of the trip excluding the amount paid to suppliers, or the postponement of the trip. In this case Sense Of Oceans Madagascar will deliver to the customer a credit note of the perceived amount. Under no circumstance the customer will not be entitled to claim a compensation allowance.

6/ Modification of the itinerary

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

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

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

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

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

All the additional expenses incurred by this modification will be invoiced to the customer.

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

The canceled or unused services of the initial itinerary is non-refundable.

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 to Sense Of Oceans Madagascar 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 Madagascar of all responsibilities towards the customer.

Any trip interrupted by the customer (by personal choice, for reasons of health or all other reasons) does entitled customer to claim a refund from Sense Of Oceans Madagascar of the unused services.

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

The trip interruption due to medical repatriation by the insuring company of the customer does not entitle the customer to any refund from Sense of Oceans Madagascar Madagascar for the unused service. It remains the liability of the customer to contact his insurance on this subject. Sense of Oceans Madagascar can then estimate the value of the unused services.

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

After confirmation of the trip, Sense Of Oceans Madagascar reserves the right to modify the trip (dates, schedules, itineraries, accommodation, etc.) should the management of Sense Of Oceans Madagascar be faced with hazardous conditions in order to proceed with the trip safely. Hazardous conditions are: security related, health related or weather related but not limited to. The customer will be informed by email as soon as possible before any decision is made. Should the customer find the adjustment not suitable, he/she has the right to cancel the whole trip. In this case, the customer will be entitled to a refund excluding the amount paid to suppliers.

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

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

7/ Exceptional situations

7-a) Cancellation by Sense Of Oceans Madagascar

In case of exceptional situations in Madagascar such as political troubles (state of emergency ...), climatic conditions (cyclone, flood, bad condition of the sea ...), health hazard (epidemic, pandemic ...). Sense Of Oceans Madagascar will cancel the trip to comply with the instructions of the Malagasy or international authorities. In this case, and in this case only, Sense Of Oceans Madagascar will refund the amounts paid with the exception of the cost of the 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 authorities instructions, Sense Of Oceans Madagascar will provide the customer a credit note equal to the amount valid for two (02) years (on the date of receipt of the sums received).

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

8/ Air transport

8-a) International flights

Sense Of Oceans Madagascar does not book international flights.

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

Customers are solely responsible for their routing.

8-b) Domestic flights – booked and purchased by the customer

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

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

Sense Of Oceans Madagascar recommends you to purchase refundable airfare in case of cancellation.

8-c) Domestic flights – booked and purchased by the Sense of Oceans Madagascar

Sense Of Oceans Madagascar can book and issue domestic flights on request with a service fee of MGA 100,000 (+/- €25) per one way ticket per person.

The customer is liable to provide the correct details as per the customer's passport in order to issue the tickets.

Sense of Oceans Madagascar will not be held liable for any mistakes provided by the customer after the ticket is issued. New tickets will need to be purchased on the customer's own account.

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

Sense Of Oceans Madagascar cannot be held responsible for the cancellation or delay of a domestic or international flight, for any reason. By law, the airline is fully liable should this disruption arises and cost of incurred by the disruptions should be covered by the airline.

8-d-1) All costs incurred for a delay or cancellation of a domestic or an international flight, other than those paid by the company, are the responsibility of the customer.

Under no circumstances can these costs be claimed from Sense Of Oceans Madagascar.

8-d-2) Sense of Oceans Madagascar will not be held liable should a delay or a cancellation of a domestic flight disrupts the trip and makes it impossible for Sense of Oceans Madagascar to render the booked service (day visit, activity etc) included in the itinerary. Sense Of Oceans Madagascar will not be obliged to reimburse the unused service, nor to compensate it.

8-d-3) Sense of Oceans Madagascar will not be held liable should a delay or a cancellation of a domestic flight prevents the customer from boarding on their international flight. The cost incurred for the disruption (purchase of a new ticket, accommodation, meals, transfers and travel) will be on the customer's own account.

Under no circumstances can these costs be claimed from Sense Of Oceans Madagascar.

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, itinerary change at the time of receiving flight rotations and schedules may be necessary.

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

Sense of Oceans Madagascar will not be held liable for any cost incurred by this nor it justifies any sort of compensation

8-g) Baggage entrusted to the airline

Sense of Ocean Madagascar will not be held liable for any damage, loss or delay of the customer baggage. The customer will have to liaise with the airline directly to lodge a claim

9/ Liability

9-a) Civil liability

In accordance with the regulation which governs the profession of Travel Agent in Madagascar, Sense Of Oceans Madagascar is subscribed to a Civil and Professional Responsibility Insurance with A.R.O establishment.

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

9-b) Responsibility and incurred risks

The responsibility of Sense Of Oceans Madagascar 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 Madagascar 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.

9-c) Responsibility of the participants

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

Each participant must take care very carefully of his passport.

Sense Of Oceans Madagascar cannot be held responsible for the loss or the theft of the travel documents (passport) of the customer. All the expenses incurred (transports, accommodations, meals and various expenses) in the obtention of a new travel document is to the client's own account.

The customer is not entitled to claim any refund for unused services due to the loss of the travel documents.

Sense Of Oceans Madagascar organizes some physically challenging trips in remote areas. Every participant acknowledges the local conditions: bad roads, no mobile connections/signal, distance from medical facilities to no medical facilities, unforeseen political unrest, health hazards...but not limited to. The customer carefully evaluated all of those risks and assumed full responsibility for them and therefore subscribed to trips at their own risks. Sense of Ocean Madagascar will be released from all claims and causes of action, which may arise from any losses, damages, injuries or death which may be the result of the risks inherent to customer's travels in Madagascar. Sense of Ocean Madagascar will be released from any liability which may arise for any unlikely event due to customer's negligence.

9-d) Luggage while traveling

During your trip, luggage is transported by rudimentary means (carriers, roofs of vehicles) and must be adapted to these conditions.

Sense of Oceans Madagascar will not pay any compensation in case of any damage. Each participant is required to keep with him/her and under his/her responsibility valuable and fragile objects (glasses, electronic equipment, etc.)

It is the liability of each participant to ensure the visibility of his/her luggage during transfers, especially at airports.

10/ Revocation and claim requests

Any complaint relating to the trip must be addressed in writing no later than 1 (one) month post-travel by the customer and send by registered letter to:

Sense of Oceans Madagascar
VR54DN Ambohidratserika
Mahazoarivo
Antananarivo 101
Madagascar

All supporting documentation must be attached.

11/ Applicable law

To the maximum extent permissible, these Terms and Conditions of Sales shall be governed by and construed in accordance with the laws of Madagascar. The Parties irrevocably agree that the courts of Madagascar shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions of Sales or its subject matter or formation