

## **TERMS OF SALE**

### **Article 1: Responsibility of the company**

The tour operator Gigatravel take care of the following responsibility:

- Offers to the clients the best presentation to guarantee their satisfaction. These presentations are: the elaboration of a circuit respecting the demands of the clients; guidance service, ticket for the park, rent of vehicle with driver; hosting and restoration, transfer in plane. All the not motioned services, the unexpected purchase as well as the other products are charged by the customers.
- Give to the clients the information relative to the journey that they chose and to warn them about the local reality of Madagascar
- Give to the clients the budgeting, program of the journey;
- Does all the specified reservations as soon as at the confirmation of the client. In case a reservation is complete or in the waiting list thus all change of reservation is charge by the company.
- Add to the disposition of the clients a guide approved by the ministry of the Tourism in Madagascar; a guide following the norms and formality to respect in order to avoid the interventions of the road security that will prevent the good processing of the journey.

### **Article 2: Talor-made journey**

Gigatravel proposes you to build your journey according to your desire and inspiration. We have predefined circuits but can be edited according to your availability, budget and inspiration.

If you want to discover the provinces of the big Island, you have the tab "Destinations" that describes you the six territories of Madagascar (Antananarivo, Fianarantsoa, Mahajanga...).

If you want to choose from the activities that you want to do during your journey, we propose you six tourist leisure in the tab "Activities".

If you want to visit the most famous sites of the country, it is in the tab "Top 5" that will describe you why those sites are the most famous in Madagascar.

Finally, if you want choose between the four corners of Madagascar (North, South, East, West) the perfect tab is "Tourist circuits"

Once you made your choice, go to the tab "Reservation". Fill out the formulary and send it to the mail address of Gigatravel.

After your demand, we will send you a detailed estimate with journey, itinerary, costs and services included in less than 48 hours.

When we will confirm you this estimate, you can subscribe and make your reservation by accepting the general and particular terms of sale

### **Article 3: Guides**

#### **Commitment:**

According to the decree N°4910 / 2001/ MINTOUR regulating the profession of guides as well as their categorization article 2; *"A guide is a normal person charged to accompany a person or a group of people and to make them visit places or sites. He should be able to communicate and to give information about the visited places, the monograph of the region or the visited locality, the history and geography of the visited place, the sociocultural attractions, the fauna and the flora to the guided people"*. The guides of Gigatravel who are charged to accompany to clients make a commitment to respect this law.

#### **Responsibility:**

As a guide respecting the law, he will have the following tasks:

- Organization: he organizes the relations between clients and driver, cooperator, hotel, restaurant. He also assures the respect of the programs supplied by the tour operator and the budgeting.

- Assistance: be listening to the clients in order to satisfy them, animate the journey; assure the security and the comfort of the clients; try to solve the complains of the clients.
- Explication: he gives exact explanations on the country, the region, the visited places in the language requested by the clients.

#### **Article 4: Respect of the environment**

For the preservation of the environment of the Big Island which is currently threatened by various factors on fauna as much as on flora; the clients make a commitment to respect the environment of his country of reception. This implicates the respect of patrimonial heritage, material as much as immaterial like the natural reserves, the cultural heritage, customs, local population...

#### **Article 5: Insurance**

For all the customers, the insurance is compulsory. So, the client must give to the society a copy of contract specifying the names of insured people, the numbers of contracts, the coordinates of the company of insurance and the name of people to contact in case of urgency.

#### **Article 6: Modifications**

##### **By the tour operator:**

The company Gigatravel can decide to change the time or the program for the following reasons: state of the road judged not practicable, security, climatic conditions not favorable, failure of a hotel, decision of a person of the State or the manager of natural parks. All of that in order to guarantee the good processing of the travel and the security of the clients to assure them a journey without incident.

##### **By the clients:**

During the journey, if the clients ask for modifications on the estimate like new service, the costs are charged by the participants and have to be paid by all means on the spot. In case of no payment, Gigatravel can't respond to the demands.

## **Article 7: Payment**

### **Method of payment:**

- The client gives an installment of 50% of the amount of the invoice at the day of reservation by bank transfer and 50% at the day of departure
- All payments are stipulated on an invoice or on a stamped and signed receipt established by Gigatravel.

### **Not paid circuit:**

All circuit unpaid in totality before the planned date is considered as cancelled.

### **Cancellation:**

In case of cancellation, there is no refund.

## **Article 8: Refund**

Except the exceptions names above, in case Gigatravel doesn't assure one of the services names in the program or established estimate, the company makes a commitment to refund to the client the services that are not done or proposes alternatives.

The exceptions:

- Climatic conditions defavorable
- Decision of a person of the State
- Decision of the managers of the natural parks or the sites to visit
- Breakdown of ferry for the crossing of ford
- Civil war, strike
- State of the road judged not practicable

## **Article 9: National and international flights**

In case the circuit is postponed to one or various hours because of cancellation or lateness of plane. The night and restoration will be assured by the concerned airline company. Gigatravel will bring the needed assistance to the client(s), and all

complaints or demand of refund should be sent to the airline company or the concerned company of public transport.

### **Article 10: Vehicle**

General terms of rent of car:

- The basic price shown in the tab « Rent of car» are daily. This rate can be edited according to the destination, the state of the road as well as the mileage;
- The vehicles are always with a driver from our agency;
- The itinerary must be respected. In case of modification by the client, it must have the permission of Gigatravel
- The clients have to respect the initial state of the vehicles;
- The estimate will be followed by a technical form about the rent of car. It contains many choices of vehicles adapted to the circuit that you chose; the detailed rate of specific rent at your choice;
- Consequently, specific conditions can be added on certain journeys or circuits which will be detailed in the technical form that we will give you.

### **Vehicle breakdown**

In case of vehicle mechanic breakdown, the company makes a commitment to supply to the client as fast as possible another vehicle that will replace the last one. Of course, the company Gigatravel makes a commitment to refund the lost of days of rent.

### **Articles 11: Not used services**

The not used services on the spot (transfer, excursions, hosting, rent of car, flights ...) won't be refund. The services voluntarily edited on the spot are submitted to the conditions of local collaborators and suppliers.

The additional services or replacement engendering an additional cost must by directly paid to the local collaborators and suppliers and couldn't engender the responsibility of Gigatravel.

## **Articles 12: Agreement and respect of conditions**

At the confirmation of the circuit, the client recognizes that he accepts the existing clauses and conditions.

With the pleasure of serving you, Gigatravel already wishes you a wonderful stay in Madagascar.