TERMS AND CONDITIONS (T&Cs)

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Agency: POSITIVE MADAGASCAR
Registered Office: 94 ter Anosiala Ambohidratrimo, Madagascar
Registration / License Number: 129-MTA/SG/DGT/DAIT/SAT-EDBM.26
Statistic Identification Number : 79120 11 2005 0 0274
Professional Indemnity Insurance: NY HAVANA, Policy Number 100/60100241

Article 1: Scope of Application

These Terms and Conditions (T&Cs) govern all travel service sales (package tours, standalone travel services) concluded between the Agency and the client (hereinafter referred to as "the Traveler"). Pre-contractual information provided to the Traveler forms an integral part of this contract.

Article 2: Booking and Registration

1. **Booking Request:** Registration for a trip becomes definitive only upon the signing of the travel contract (physical or digital) and the payment of the required deposit.
2. **Legal Capacity:** The signatory of the contract guarantees that they have the legal capacity to contract and act on behalf of all participants registered in their file.

Article 3: Payment Terms

1. **Deposit:** Unless stated otherwise, booking requires an immediate deposit of the total trip cost.
2. **Balance:** The remaining balance must be fully paid no later than **30** days before the departure date.
3. **The deposit** is fully refundable if the cancellation is made at least 30 days prior to departure.
4. **Failure to Pay:** If the balance is not paid within the required timeframe, the Agency reserves the right to cancel the trip. Standard cancellation fees will apply.
5. **Exception:** Citizens of Middle Eastern countries are **exempt from** this condition.

Article 4: Prices and Price Revisions

1. **Inclusions:** Prices are expressed in USD/EUR, including all taxes. They exclusively include the services explicitly listed in the travel contract.
2. **Price Revision:** Prices may be revised upward or downward up to **20 days** before departure, solely to compensate for changes in:
    - Fuel costs or other energy sources.
    - Taxes or fees imposed by third parties (e.g., landing, embarkation, or disembarkation fees at ports and airports).
    - Exchange rates applicable to the package.
3. If the increase exceeds **8%** of the total price, the Traveler has the right to accept the modification or terminate the contract without penalty, receiving a full refund.

Article 5: Cancellation and Modifications by the Traveler

1. **Cancellation:** The Traveler may terminate the contract at any time before the start of the trip, subject to the payment of the following cancellation fees:
    - More than 60 days before departure: [0%]
    - 60 to 31 days before departure: [30%]
    - 30 to 15 days before departure: [50%]
    - Less than 15 days before departure: 100% of the total cost.
2. **Exceptional Circumstances:** The Traveler has the right to terminate the contract without fees in the event of unavoidable and extraordinary circumstances occurring at the destination place which significantly affect the performance of the package.

Article 6: Cancellation and Modifications by the Agency

1. **Cancellation by Agency:** If the Agency cancels the trip before departure for reasons not attributable to the Traveler, the Traveler will receive a full refund of all sums paid, without prejudice to any legal compensation.
2. **Minimum Number of Participants:** If the trip depends on a minimum number of participants, the Agency will notify the Traveler. If canceled due to lack of participants within the legal timeframe, no additional compensation will be due.

Article 7: Passports, Visas, and Health Regulations

1. **Information Duty:** The Agency informs the Traveler of the general passport, visa, and health requirements (vaccinations, etc.) needed for the destination country.
2. **Traveler Responsibility:** It is the Traveler's sole responsibility to ensure compliance with identity documents and health safety rules. The Agency is not liable for boarding or entry denials resulting from invalid traveler documents.

Article 8: Liability of the Agency

The Agency is fully liable for the proper performance of all travel services included in the contract. However, the Agency can limit or exclude liability if the non-performance is caused by the Traveler, an unconnected third party, or unavoidable and extraordinary circumstances.

Article 9: Travel Insurance

The Agency offers optional insurance policies covering cancellation fees, emergency assistance, repatriation, or luggage loss. Insurance conditions and exclusions are provided to the Traveler before contract signature.

Article 10: Complaints and Dispute Resolution

1. **During the Trip:** The Traveler must report any non-conformity immediately to the local representative or the Agency to allow for a swift remedy.
2. **After the Trip:** Any formal complaint must be sent to the Agency via registered mail with acknowledgment of receipt within **30** days after return.
3. **Mediation:** If a dispute cannot be resolved amicably with the Agency, the Traveler may escalate the case to the competent travel mediator body or court in accordance with applicable local laws.

