



Enjoyable trips to Madagascar



Conditions and terms

The following conditions and terms regulate the relations of right between you and momotas sarl.

1. Appointment of the travel contract.

With appointment you offer binding the conclusion of a travel contract. You can do the appointment written, verbal or by call. The person also for the persons who join the party does the appointment. He is responsible obliged not only for himself, also for the persons who join the party. The contract will be valid by our approval. You will get a written confirmation.

2. Payment.

2.1. By conclusion of contract please pay 15% of the price of the voyage. This prepayment will be allowed to the price. The rest of the payment should be done latest 28 days before starting. Cancel fees and a charge to change the booking have to be paid immediately.

2.2. For some services like car rental, hotel or flight reservation, where we are acting as go-between. The requested deposit of the business partners may be different from ours. These will apply.

3. Services

3.1. Matter and kind of the services of contract follows the tour description in according to the written confirmation of your booking. Additional changing the confirmation need explicit confirmation.

3.2. Madagascar is a third world country which is not fully geared up to tourism. You should therefore be prepared for changes to the route and accommodation right up to the last minute and remember that facilities will not be same as in developed countries. A high degree of flexibility makes your journey better.

3.3. You should be ready to reduce the comfort during long trips and in remote areas; you should have interest and tolerance for other cultures. The accommodations are partly very simple and dispose only partly private bathrooms, accordingly to itinerary. The specified itinerary may change due to the local circumstances (weather, road conditions, delays with domestic flights, authorities, Malagasy understanding of timing, unexpected events). You should have flexibility; Teamgeist and the readiness are indispensable. You should support your Tour Manager in difficult situations.

4. Changing of prices and services.

4.1. If there is a change of fixed transportation tariffs, taxes or fees by a business partner an adjusting of the price of the voyage is possible all the time. Changes the price less than three weeks before starting the traveller is allowed to cancel without fee. The cancellation has to be written without delay to momotas.

4.2. Deviation and Changing of single services of the agreed arrangement which, necessary after conclusion, are only possible if not considerable and do not change the kind and matter of the contract of voyage.

5. Cancellation by the traveller and substitution.

5.1. The traveller can at any time cancel the contract of voyage by written declaration. Essential is the receipt of the cancellation by momotas. For cancellation up to 61 days before starting, the cancellation fee is 15% of the price per person of the voyage. 60 to 31 days before departure 45%, 30 to 15 days before departure 65% and 14 to one day before starting 80% of the price of the voyage. If the traveller does not appear or in case of cancellation after starting the fee is 90% of the price of the voyage.

5.2. For some services like car rental, hotel or flight reservation, where we are acting as go-between, the cancellation fees of the business partners will apply. These may be different from ours.

5.3. Till starting of the voyage each traveller can replace himself by a suited third person. Prerequisite for the changing is the availability of flight space, because of using normally line flights. If it is possible to change to a third person the traveller is charged with 5% of the price of the voyage. Maybe there are more costs by business partners.

6. Cancellation by momotas.

Is an explicit needed minimum number of travellers not achieved, momotas voyages is up to two weeks before starting allowed to cancel the voyage. If the traveller does not accept a substitute offer the price of the voyage will be paid back without delay.

7. Insurance.

We strongly advise all travellers to take out insurance covering cancellation and curtailment at the time of booking. Cover for emergency medical evacuation, other medical expenses and personal baggage should also be considered.

8. Health and risks.

momotas tours involve some level of physical activity, sometimes optional. By signing contract you are acknowledging this warning and releasing momotas from any responsibility for any damages or injury which may occur as a result of any activity, optional or otherwise. It is the sole responsibility of travellers to obtain appropriate medical advice on specifically anti-malaria precautions, as well as any other medical or health considerations, and to advise momotas prior to departure of any specific medical conditions.

9. Force majeure.

If in case of by conclusion of contract not anticipated force majeure, the voyage is considerable more difficult, risky or impaired both partners of contract are allowed to cancel.

10. Liability of momotas.

10.1. momotas is liable

- a) for the conscientious preparation of the voyage,
- b) to choose and supervise his business partners with care,
- c) the correctness of the tour description, but not for information given in descriptions or brochures of sites or hotels, not edited by us, but added to your travel documents,
- d) to achieve the voyage, confirmed to the order, according to the concluded contract, in according to the common localities of the chosen country and destination.

10.2. Flights will be done by scheduled flights. For this you will get a flight ticket. Against the Airlines momotas is only booking agent. Same for car rental and hotel reservation. Responsible for the service is the enterprise giving the service.

11. Damages.

Additional to diminution or cancellation you can ask for damages in case of not given services, except momotas is not responsible for the reason of the lack of the voyage.

12. Ineffectively of single regulations.

Ineffectively of single regulations of the contract of voyage is not followed by ineffectively of the complete contract of voyage.

13. Data protection.

All personal particulars given to us to arrange your voyage will be secured against abuse.

14. Exclusion of claims and prescription.

It is your obligation to announce a lack without delay, and before cancellation of the travel contract to give a proper line for remedy, if remedy is not impossible or refused or the immediate cancellation is justified by a special interest. Claims against momotas have to be given written to momotas within one month after planned end of contract. Claims prescript after six month. momotas advises maybe there are facts to stop.

15. Place of jurisdiction.

Place of jurisdiction for businesspeople, persons without place of jurisdiction in the home country and people changing their residence or common whereabouts after conclusion of contract to a foreign country or those residences or common whereabouts is unknown, is the place of momotas.

16. Product name.

The voyages are done under the product name momotas.reisen, momotas.expeditions and momotas.holidays.

17. Tour Operator.

momotas sarl – momotas rexho – Tour operator and travel agency – S19° 50.338' E047° 02.721'
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