CONTRACT CIRCUIT

MADAGASCAR TRIP CONTRACT ARRANGED BY ESPACE MADA

On mutual provision of tourist services

Named here in after "Agency", in half on General Director Guillaume Pousse acting on Statute basis of founder council from one side

and company « **Espace Mada** »

And

M.....

CI n° / Passport n° : .....

Address : .....

For the period of : ..... to : .....

Tour (trip) : .....

Article 1 : Obligation of "Espace Mada" Tour Operator

« Espace Mada » Tour Operator arrange on organization of group or individual tours in Madagascar. There might be tours on rest, on visiting sightseeing's, business trips depending on a tourist wish for the trip specified above and on our proposal. Tourist services are charged to Espace Mada and are specified in the chapter « Included » of our proposal. Any tourist service which is not specified on this chapter is charged to the agency or customer.

Article 2 : Payment

Payment modalities will be as follows:

- We make an invoice with the total amount of the services
- Totality must be paid by the agency before departure by bank transfer
- Espace Mada will send a receipt of payment to the agency as soon as we receive the bank transfer

Article 3 : Agreement

- On trip booking confirmation, the agency guarantees the entire and prompt fulfilment of the present agreement by signing and specifying the date below.

Article 4 : Cancellation

In case of cancellation after the confirmation of the agency, the cancellation fees are the following:

- More than 30 days before departure : no cancellation fees
- For any cancellation 30 days less before departure : 30% cancellation fees, Espace Mada will refund to the agency the difference between the deposit and the amount of the cancellation fees
- In case of Espace Mada cancellation, Espace Mada guarantees the reimbursement of all amount given by the agency
- All trip that isn't paid in totality before the deadline will be considered as cancelled

Article 5 : Break-down

In case of mechanical breakdown of a 4WD or 2WD vehicle, the driver will inform Espace Mada office at Isoraka Tananarive 50 , Rue Général Ramanantsoa by phone 22 262 97 , mobile phone 033 11 301 72 or Fax 22 272 96 immediately. Espace Mada undertakes to provide another vehicle of replacement within as soon as possible, depending on the vehicle location. All day rental lost will be refund to the agency.

Article 6 : Insurance

The agency will provide to Espace Mada the insurance contract with names of the persons involved, contracts details and numbers, Insurance's company address and contacts of people who should be call in case of emergency.If the customer or the agency didn't have any insurance contract, the signature of the present agreement will prove that Espace Mada Company bear no responsibility for accidents happened as the result of not contracting insurance.

Article 7 : Itinerary modification

Espace Mada can decide to change the trip itinerary for the following reasons: trails not passable, tourists safety, bad weather conditions such as hurricane, hotel change or any force major circumstances (natural disasters, military operations of any sort or National parks change). In this case, Espace Mada will do his best to modify and propose another trip. The driver, the guide or any tourist agent at Espace Mada office could be able and allowed to modify the trip itinerary.

Article 8 : Reimbursement

In case that Espace Mada will not provide one of the guest services specifying in the program or invoice, except in the case specified below, Espace Mada will guarantee the reimbursement of the agency. In case of any major force, bad weather conditions, state decision, military operations of any sort, National parks change, ferry breakdown to ford, Air Madagascar cancellation or delay, civil war, strikes, trails or roads not passable or itinerary modified by Espace Mada in order to provide safety of the tourists within limits of purchased package of services. In this case, agency will not be allowed to ask for any reimbursement.

Article 9 : Litigation

In case of litigation between the two parties, and failure to reach an amicable solution, the litigation will be settled at the Court of first instance in Antananarivo.

Article 10 : Domestic and International Flights

A flight delay or cancellation (or any other mean of transport) is not the Espace Mada responsibility. In this case, the trip will be postpone to one or more additional days and hotels accommodation and meals will be provide and take in charge by the Airline company. Espace Mada will provide any needed assistance to the customers or the agency and any complaint or reimbursement demand will be sent to the Airline Company or the public transport company involved.

Article 11 : Booking Status

In regards with the trip invoice, Espace Mada will undertake to make all bookings specified as soon as we receive agency confirmation. In case that one booking status is full or on waiting-list (for instance, during hotels bookings), Espace Mada will undertake to provide another proposal and a new invoice to the agency. The new invoice could be more or less expensive than the first one (depending on the modifications such as hotel standard changes) according to the new modification. Espace Mada will make all booking modification after the agency agreement.

Antananarivo,.....

For and behalf of agency

For and behalf of Espace Mada Tour Operator