



## TERMS AND CONDITIONS

Flight Centre (South Africa)(Pty) Ltd (Registration number: 1994/000253/07) ("FCTG") trading as Flight Centre, Student Flights, Cruiseabout, Flight Centre Associates, Flight Centre Business Travel, CI Events, Corporate Traveller, Flight Centre Holidays, BYO Jet and Stage and Screen is a provider of travel services and products. Our purpose is to deliver amazing travel experiences to our customers. Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions.

### 1. **Payment:**

- 1.1. FCTG accepts the following methods of payment:
  - 1.1.1. Cash;
  - 1.1.2. Credit and / or debit cards in store;
  - 1.1.3. Secure Online payment by credit card – Electronic Customer Acceptance;
  - 1.1.4. Electronic fund transfer
  - 1.1.5. Credit facility – only available to corporate customers and subject to prior approval.
- 1.2. FCTG will not proceed with any booking until payment reflects in FCTG's account. The customer will be liable for any increase in price due to commercial conditions during the time it takes for the funds to reflect in FCTG's account.
- 1.3. Should the services or product no longer be available due to clause 1.2, all funds received will be refunded to the customer.

### 2. **Price and availability:**

- 2.1. All prices are quoted in South African Rand.
- 2.2. The following commercial conditions shall apply to quotations and supply of services and product:
  - 2.2.1. **Price variation:**

If the rate(s) of exchange ("ROE") are applicable, the ROE on the day of quotation will apply. Should the ROE increase at the date of payment reflecting in FCTG's account, such increase will be for the customer's account and payable in addition to the total price quoted.
  - 2.2.2. **General:**

All quotations are subject to availability from third party suppliers. Should the product range no longer be available, another product will be quoted at an updated price.

### 3. **Cancellation or changes:**

- 3.1. FCTG has to be notified of all cancellations or changes in writing prior to departure. The customer will be liable for cancellation or date change penalties in the event that travel arrangements are cancelled by the customer.
- 3.2. Cancellation or date change penalties can amount to the full purchase price subject to amongst others when the travel arrangements are cancelled, the supplier's cancellation policy and the fare rules.

### 4. **Refunds:**

- 4.1. FCTG will endeavour to process all refunds by airlines within twenty four hours with the exception of the following refunds:
  - 4.1.1. Tickets which have been taken over by the airline due to amongst others upgrades, downgrades, schedule changes, reissued tickets and expired tickets;
  - 4.1.2. Any ticket submitted with supporting documentation for a refund due to an event as stipulated in the Consumer Protection Act 68 of 2008.
- 4.2. The refunds stipulated in 4.1.1 and 4.1.2 can take up to twelve weeks to process.
- 4.3. FCTG will charge a service fee for any refunds processed.

### 5. **Agency and third party suppliers:**

- 5.1. FCTG acts as an agent for, and sell various travel related products as agent on behalf of numerous transport, accommodation and other service providers such as airlines, coach, rail and cruise line operators, as well as all of our wholesalers. FCTG's obligation to the customer is to (and the customer expressly authorise FCTG to) make travel bookings as the customer's agent on the customer's behalf and to arrange relevant contracts between you and travel service providers.
- 5.2. FCTG charges a fair and reasonable service fee to book travel on the customer's behalf.
- 5.3. FCTG exercises care in the selection of reputable service providers, but has no control over, or liability for, the services provided by third parties. All enquiries and business conducted with third party suppliers are subject to the supplier's terms and conditions. A copy which is attached hereto or can be found on the relevant supplier's website. The customer by its signature hereto or electronic acceptance hereof is deemed to have read, understood and agreed to be bound by the terms and conditions. If any enquirer or person engaging in a transaction or contemplating to engage to do so has any



misapprehension about such transaction or the implications thereof, such enquirer or person must contact the supplier in person, telephonically or via e-mail, indicating the misapprehension and requesting an explanation. Once a booking is made, it means that if the enquirer or person had any misapprehension it has been explained to his / her satisfaction.

- 5.4. Any legal rights which the customer might have in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on FCTG's part, are not against FCTG. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which the customer have contracted, the customer's rights are against that provider and not against FCTG.

#### **6. Travel Insurance:**

- 6.1. Travel insurance is strongly recommended for all travel.
- 6.2. For assistance in obtaining travel insurance please call a travel expert at FCTG who will facilitate the issuing of your travel insurance.
- 6.3. By accepting these terms and conditions the customer acknowledges that he / she have read and understands the policy schedule, policy wording and conditions of the travel insurance policy purchased.
- 6.4. In the event of any queries or the need to lodge a claim, contact the insurer directly.

#### **7. Passports and travel documents:**

- 7.1. Passports are required for all passengers including infants for international travel. Passports and travel documents must comply with the following requirements:
  - 7.1.1. valid for at least six months after your date of return
  - 7.1.2. travel documents have to be in the name appearing on the traveller's passport or for domestic travel the name as per the traveller's identity document.
- 7.2. Temporary passports are not accepted in most countries.
- 7.3. The customer and / or traveller indemnifies FCTG against any errors which might occur and any cost relating thereto in the event that any traveller's passport has not been issued by the Department of Home Affairs at the date of completing the booking form.
- 7.4. The onus is on South African permanent residents travelling on a foreign passport to ensure they have the required documentation to travel, including but not limited to visa's.
- 7.5. The onus is on the traveller, especially where the traveler has become a citizen of the relevant country by naturalisation, to ensure that they are travelling with the correct travel documents
- 7.6. Documentary identification is required for infants who are travelling.
- 7.7. A South African drivers licence is required with the traveller / customer's international drivers licence when renting vehicles overseas. The driver of the vehicle must have a valid credit card when collecting a rented vehicle.

#### **8. Visas:**

- 8.1. Visas are required for South African passport holders to travel to or amongst most destinations including but not limited to the **UK, USA, Europe, Canada and Australia. A Schengen visa is required when transiting in two European countries.**
- 8.2. It is the customer's responsibility to check visa requirements with the consulate or embassy of each country being visited including stopovers or ports and transits. Check all border crossings, especially if the travellers are on a cruise, if the travellers cross any ocean border, a visa might be required according the maritime law of the country concerned. If visa suppliers do not supply the correct advice, any claims must be made directly to the visa company. If entry into any country is denied, this can be amongst other a customs, internal security or home affairs issue and outside of FCTG and the visa suppliers control.
- 8.3. FCTG cannot be held liable for any claims resulting from a country refusing any traveller entry and can also not be held liable for incorrect advice given by visa companies, embassies or consulates. FCTG cannot be held liable for any claims related to working visas.
- 8.4. The customer should check with the relevant embassy whether it is allowed that travellers may leave the airport at stopovers in countries.

#### **9. Travelling with Children**

- 9.1. From 1 June 2015 all children under the age of eighteen require the following:
  - 9.1.1. unabridged birth certificates to travel internationally.
  - 9.1.2. If travelling with one parent, consent in the form of an affidavit of the other parent is required as well as a unabridged birth certificate.
  - 9.1.3. If travelling with no parents, consent in the form of an affidavit is required from both parents as well as an unabridged birth certificate.



9.1.4. Ages of children and infants travelling must relate to the dates of travel.

**10. Special Requirements:**

The customer should liaise with the relevant consultant or, for online bookings, call 0877 40 50 00, regarding any special requirements for your travel arrangements. FCTG does not confirm any special requirement.

**11. Travel Destinations:**

By offering travel for sale to any destination, FCTG does not represent or warrant that travel to such points is advisable or without risk, and the traveller indemnifies FCTG against any damages, losses, death or injury that may result from travel to such destinations.

**12. Health:**

- 12.1. The onus is on the customer and / or traveller to ensure compliance with any health requirements and recommended precautions relevant to travel, including but not limited to ensure that all necessary vaccination documentation is presented.
- 12.2. FCTG recommends that travellers consult their local doctor, travel medical service or specialist vaccination clinic before commencing travel.

**13. Online Booking Fees:**

- 13.1. The following booking fees apply to online bookings only:
  - 13.1.1. Online Domestic Flight bookings **R40** per person per way
  - 13.1.2. Online International Flight Bookings **R275** per person per booking

**14. Lowest Airfare Guarantee:**

- 14.1. FCTG will beat sameday available airfare quotes for flights departing from South Africa or you fly free.
- 14.2. If you happen to find a cheaper airfare, FCTG will beat it by R20 on domestic airfares and R50 on international airfares.
- 14.3. Follow these following steps:
  - 14.3.1. **Step 1: Bring us a written quote prior to booking**
    - The airfare must be quoted in South African Rand from a registered South African travel agency or any airline priced in South African Rand. The flight must originate from a South African airport. FCTG will not beat flightcentre.co.za website or other FCTG shops or brands.
    - Quote must be in writing and presented to us on the same day as it was created and must be presented to us prior to booking
    - The fare must be available, able to be booked by the general public when you bring it to us. The quote must be for the same dates, airlines, number of passengers, booking classes and flight numbers.
    - A written quote must contain the airline, the flight number, the departure point, destination, dates & times, date of quote and full price including all taxes, surcharges and service fees.
    - **You can provide written airfare quotes from registered:**
      - a) South African travel agencies
      - b) Airlines registered with IATA
      - c) South African registered websites quoting in South African Rand
  - 14.3.2. **Step 2: Confirmation that the quote is genuine and available**
    - Your consultant will need to confirm that the quote is genuine, available and able to be booked by the general public when you present it to us. If it is, FCTG will beat it by R20 on domestic airfares and R50 on international airfares.
    - FCTG will require you to book your flight at the time of verification and pay in full. If the same quoted product is not available, FCTG will endeavour to find you the best available alternative that suits your requirements. The change and cancellation conditions specific to your booking will apply.
    - FCTG might be required to make the booking on the relevant airline's website. You may be required to have a credit card in order to confirm and pay for an online booking. The full fare may be deducted from your credit card and the discount will be refunded to your credit card or via eft.
    - If FCTG believe your written quote contains an error in the pricing of the fare, or that the pricing, fare or booking class offered is no longer available to book on the same date, airline and flight number, for the



same number of passengers, FCTG have a 24 hour period to investigate the price and beat it by R20 on domestic airfares and R50 on international airfares. All quotes are subject to verification and availability.

**14.3.3. Step 3: If FCTG don't honour our Lowest Airfare Guarantee, you Fly Free!!**

- Your consultant will do everything they can to beat the airfare you have been quoted. You must make your free flight claim prior to flying or within 7 days of your quote not being beaten (whichever occurs first). The free flight will be booked and paid for by us and will be identical to the one you have asked us to price beat. FCTG do not reimburse customers for flights they have purchased elsewhere, nor do FCTG provide them with cash or vouchers to the value of the flight FCTG were asked to price beat. Despite anything else in the airline's terms and conditions, you cannot cancel your free flight and claim a refund.

**14.3.4. Exclusions :**

- Low cost carriers that have not been operational in South Africa for a minimum of 12 months
- Online credit card payments via the Electronic Customer Acceptance (ECA)
- Certain immigration fares and fares that are available due to membership of a group or corporate entity or subscription to a closed group are excluded
- Group bookings or children under the age of two years are excluded from the Guarantee (a group consists of 10 people or more travelling together for the duration of the trip)

**15. Frequent Flyer:**

- 15.1. The onus is on the customer to advise the consultant when booking of the any frequent flyer membership details for inclusion in the booking.
- 15.2. In the event of an online booking, the customer should insert frequent flyer membership details in the space provided for inclusion in the booking.
- 15.3. FCTG cannot guarantee that the relevant supplier will credit the customer with points for any booking.

**16. Schedule Changes:**

Customers should confirm scheduled travel times with the relevant airline twenty four hours prior to the relevant flight.

**17. Tax**

The customer or traveler will be liable for any additional taxes levied by the relevant country or city visited including *inter alia* local city tax or departure tax.

**18. Force Majeure**

- 18.1. For the purpose of this Agreement, circumstances beyond the reasonable control of FCTG or a third party supplier ("the Parties") will include, but not necessarily be limited to, any of the following matters:
  - 18.1.1. Strikes, terrorism, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, confiscation or destruction or requisition by order of any government or any public authority or any other Act of State, including prevention or denial of trade, sanctions or closure of borders;
  - 18.1.2. Denial of the use or unavailability of any railway, port, airport, shipping service or other means of public transport, other than due to default on the part of either Party; and
  - 18.1.3. Any other circumstances beyond the reasonable control and not within the reasonable expectation of either Party.
- 18.2. If either Party is prevented from or delayed in performing any of its obligations by circumstances beyond the control of such Party as set out in this clause, then it will notify the other Party as well as the customer or traveller in writing of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented, and both Parties will thereupon be excused from the performance or punctual performance, as the case may be, of their respective obligations from the date of such notification, for so long as the circumstances or prevention or delay may continue.

**19. Feedback**

- 19.1. FCTG will only consider claims if the dissatisfaction with your travel booking has been brought to our attention immediately and FCTG were provided the fair opportunity to rectify the situation and mitigate any losses or damages. Any third party claims must be made directly with the supplier of the product.
- 19.2. Claims against FCTG must be directed to Customer Care immediately and not more than four weeks after date of return. Stolen luggage must be reported to the airline prior to leaving the airport.
- 19.3. FCTG is not responsible for death, personal injury, any damages or losses occurring through the provision or omission of a service or product from a third party supplier. FCTG cannot guarantee the safety standards or



satisfactory performance of any supplier. Any travel booked is considered to be with your approval and consent to the conditions attached. Any claim that you have on delivery of service must be taken up with the third party supplier.

- 19.4. FCTG values your feedback. If you have a compliment, complaint or wish to share your experience with us, please contact customer care at:  
[customercare@flightcentre.co.za](mailto:customercare@flightcentre.co.za)

**20. Privacy Policy**

- 20.1. FCTG are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy, which is available online at <http://www.flightcentre.co.za/company/legal/privacy>. FCTG and our third party providers of travel and travel related products and services may disclose your personal information to others where directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, FCTG may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements. At all times FCTG retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. FCTG may disclose aggregated information about users and use statistics relating to the Site and aggregated information about our sales and trading patterns to others.

**21. Legal Fees**

- 21.1. In the event that FCTG has to engage attorneys to enforce any of its rights in terms of these Conditions or otherwise, and in the event that FCTG is successful in the enforcement of such rights, the client will be liable for all legal fees at an attorney and own client scale.

**22. Governing Law**

- 22.1. If any dispute arises between the parties, the laws of South Africa will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of South Africa, and waive any right that you may have to object to an action being brought in those courts.

**23. Amendments of these Conditions**

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorized representative of FCTG.

**24. Intellectual property rights**

All intellectual property owned by FCTG shall remain the sole and exclusive property of FCTG.

**25. Domicilium and notices**

- 25.1. FCTG chooses Domicilium Citandi Et Executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, as follows:  
Pendoring Office Park  
Block 8  
299 Pendoring Road  
Blackheath  
2196
- 25.2. Any notice given or payment made by either Party to the other Party ("addressee") which is delivered by hand between the hours of **08:30 am and 16:30 pm** on any Business Day to the addressee's physical domicile for the time being shall be deemed to have been received by the addressee at the time of delivery.

**26. Severability**

If any provision of this Agreement shall be held illegal or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

I acknowledge that I am 18 years of age or older and that I understand and have the legal capacity to enter into this contract and agree with the terms and conditions read with the remainder of the terms and conditions available at \_\_\_\_\_.

My decision to make travel arrangements through FCTG is not based solely on the advice given by FCTG and I hereby confirm that the travel arrangements were not made under duress.