



## FLIGHT CENTRE WEBSITE TERMS AND CONDITIONS

### IMPORTANT

THE USE OF THE WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS ("THE TERMS") BELOW. YOUR USE OF THIS WEBSITE OR ANY PART THEREOF CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS AND / OR NOTICES AVAILABLE AT THE TIME OF YOUR USE OF THE WEBSITE.

THE TRAVEL PRODUCTS AND SERVICES PROMOTED VIA THE WEBSITE ARE PRODUCTS AND SERVICES OF THIRD PARTY SUPPLIERS. WE FACILITATE YOUR TRAVEL ARRANGEMENTS, INCLUDING PROCESSING YOUR BOOKINGS AND MAKING PAYMENTS. WE ARE ACTING AS AN AGENT FOR THIRD PARTY SUPPLIERS AND THEREFORE YOUR LEGAL RELATIONSHIP IN RESPECT OF THIRD PARTY SUPPLIERS AND THEIR PRODUCTS AND SERVICES IS WITH THE RELEVANT THIRD PARTY SUPPLIER. IT IS THEREFORE IMPORTANT THAT YOU UNDERSTAND THE TERMS AND CONDITIONS APPLICABLE WITH REGARD TO THOSE THIRD PARTY SUPPLIERS' PRODUCTS AND SERVICES. SEE BELOW THIRD PARTY SUPPLIER' TERMS AND CONDITIONS:

- <http://www.flightcentre.co.za/cars/>
- <http://www.flightcentre.co.za/cars/worldwidecars.jsp>
- <http://www.flightcentre.co.za/experiences/>
- <http://www.flightcentre.co.za/insurance/>
- <http://www.flightcentre.co.za/visas/>
- <http://www.flightcentre.co.za/hotels/>
- <http://www.flightcentre.co.za/guide>

YOU AGREE THAT ANY VIOLATION OF THE THIRD PARTY SUPPLIER TERMS AND CONDITIONS MAY RESULT IN CANCELLATION OF YOUR RESERVATION OR PURCHASE.

SEPARATE TERMS AND CONDITIONS WILL APPLY TO YOUR REQUEST FOR QUOTATION, RESERVATION AND PURCHASE OF TRAVEL-RELATED SERVICES FROM FLIGHT CENTRE (SEE CLAUSES 5.3. AND 5.4 BELOW)

NOTHING ON THIS WEBSITE SHALL CONSTITUTE AN OFFER. NO CONTRACT SHALL BE FORMED BETWEEN YOU AND US OR THE APPLICABLE THIRD PARTY SUPPLIER UNTIL YOU HAVE RECEIVED CONFIRMATION THAT YOUR RESERVATION HAS BEEN ACCEPTED AND PAID FOR.

Click on any of the headings below to be transferred to the selected provision:

- |  |   |  |
|--|---|--|
| 1. <a href="#">Definition</a>            | 6. <a href="#">Privacy and protection of personal information</a> | 10. <a href="#">Refund / Cancellation Policy</a> |
| 2. <a href="#">About us</a>              | 7. <a href="#">Security, You Login account and Passwords</a>      | 11. <a href="#">Payment</a>                      |
| 3. <a href="#">Allowed Use</a>           | 8. <a href="#">Limitation of Liability</a>                        | 12. <a href="#">Termination</a>                  |
| 4. <a href="#">Intellectual Property</a> | 9. <a href="#">Agreement</a>                                      | 13. <a href="#">Breach</a>                       |
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## 1. DEFINITIONS

- 1.1 “the website” means this website and all its pages and content, owned and operated by Flight Centre and located at <http://www.flightcentre.co.za>;
- 1.2 “Flight Centre” means Flight Centre (Pty) Limited and its directors, employees, agents, officers or assigns acting in the scope of their employment herein after referred to as “we”, “us”;
- 1.3 “content” means, but not limited to text, graphics, icons, links and other similar material on the website;
- 1.4 “ECT Act” means the Electronic Communications and Transactions Act 25 of 2002;
- 1.5 “Intellectual Property” means copyright (including but not limited to literary-, artistic-, musical- work, photograph, sound recording, computer programs, artistic works), patents, trademarks (incl. domain names, meta tags, logos, business marks, service marks), confidential information, trade secrets;
- 1.6 “third party suppliers” means the organisations as set out above;
- 1.7 “You” means the user visiting the website or any part thereof and / or booking a reservation through us directly or indirectly through any of our service providers.

## 2. ABOUT US

- 2.1 **Registration number:** 1994/000253/07;
- 2.2 **VAT number:** 4370159909;
- 2.3 **Directors :** Janine Salame and Graham Turner (Australian);
- 2.4 **Physical Address :** Block 8, 299 Pendoring Office Park Pendoring Road, Blackheath (to be used for purposes of legal notices);
- 2.5 **Postal Address:** P.O. Box 3811, Northcliff, 2115, South Africa;
- 2.6 **Registered Address:** Block 8, 299 Pendoring Office Park, Pendoring Road, Blackheath, Johannesburg
- 2.7 **Contact details –** [click here](#)
- 2.8 **Website address :** <http://www.flightcentre.co.za>
- 2.9 **Type of Business :** *Flight Centre* is a travel agency and acts as a disclosed agent for third party suppliers, such as, but not limited to all airlines, tour operators, providers of accommodation or any other services, hotels, car rental companies, insurers or adventure experiences etc.

For more information about us – [click here](#)

## 3. ALLOWED USE OF THE FLIGHT CENTRE WEB SITE

- 3.1 Flight Centre hereby grants the You a non-exclusive, non-transferable license, subject to the conditions, to:
  - 3.1.1 View / browse the website;
  - 3.1.2 Use for personal and non-commercial purposes to obtain travel information and make legitimate travel request or reservations in accordance with the terms and other applicable third party supplier terms and conditions;
  - 3.1.3 Copy, download and print the content of the website for purposes of executing or with the intention to execute a transaction between you and us, which acts as a conduit between you and the selected third party suppliers.
- 3.2 **License conditions:**
  - 3.2.1 Other than as agreed to above, you may not or not allow any other third party to:-
    - 3.2.1.1 use, copy, adapt, modify, transmit, distribute or publish the content or any part thereof; or
    - 3.2.1.2 frame, "mirror", deep link, data-mine or cache the website or any part thereof; or
    - 3.2.1.3 bypass, circumvent or hinder the operations of the website in whatsoever manner, including but not limited to transmission of viruses and denial of service attack, or limit the access to - or use of the website; or
    - 3.2.1.4 reverse engineer, copy, modify, download, distribute, decompile or create a derivative work of the software, or any part thereof;
    - 3.2.1.5 sublicense any of the content available from the website. You must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;
    - 3.2.1.6 assign, transfer or sublicense the rights pursuant to this Agreement. You may allow other members of your household to use this website under your name or account, provided that you hereby agrees to pay all charges that may be incurred as a result of their usage of the website;
    - 3.2.1.7 make false, speculative or fraudulent enquiries, bookings, reservations or requests. You warrant that all information supplied by you or members of your household in using the website is true and accurate;
    - 3.2.1.8 use another person's personal information, including name or login details without his / her permission;
    - 3.2.1.9 use the website's communication facilities for purposes of unsolicited communications ("Spam") or to send or publish any content that is in violation of any law or that are obscene, defamation, racist or offensive of nature or may result in the infringement of intellectual property;
  - 3.2.2 You agree to supervise all usage by minors (younger than 18 years of age) of this website under your name or account;
  - 3.2.3 In all of the aforesaid Licensed Rights, we must be acknowledged as the source of the material and the our contact details must be reflected accordingly;
  - 3.2.4 Your fair use and other rights are in no way affected by the above;
- 3.3 **Hyperlinks to and from the website**
  - 3.3.1 The Website may contain links to other websites operated by third parties. We do not endorse, or approve of the operators and / or owners of Third Party Websites, or operate or control in any respect any of the information, graphics and material on those Third Party Websites or guarantee that the website will be operation at all times;
  - 3.3.2 Links to third party websites are provided for your reference only. You therefore assumes sole responsibility for the use of a third party website;
  - 3.3.3 We make no warranties or representations:
    - 3.3.3.1 regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of Third Party Website content or products or services available through Third Party Websites; or
    - 3.3.3.2 that Third Party Website content does not infringe the intellectual property rights of any person. We are not authorising or endorsing or otherwise condoning the reproduction of Third Party Website content by linking to it;

- 3.3.4 We expressly disclaim acting in any respect on behalf of Third Party Website operators and / or owners for purposes of their website content. Please note that third party sites may be subject to their own terms of use and privacy policies different from those of this site and that framed sites or linked sites are not necessarily members of ASATA or IATA;
- 3.3.5 Hyperlinks to the Flight Centre website will be allowed, subject to the following conditions:
- 3.3.5.1 [Submit request](#) to hyperlink to Flight Centre, reflecting the details of your organisation and particular website that will host the hyperlink to website;
- 3.3.5.2 On acceptance of your request (sole discretion of Flight Centre) you will receive a Linking Agreement to be signed and submitted to us. On receipt of this agreement we will forward you the necessary hyperlinks, logo(s), slogans etc.;
- 3.3.5.3 All hyperlinks to link to the website must link to the Homepage. Links beyond the website's home page may only be used with our prior written consent.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Intellectual Property available on the website or obtained via the interaction between us and you are the property of - or license to us. No license is granted in respect of those Intellectual Property rights other than as set out in these terms. Your use of the website must not in any way whatsoever infringe the Intellectual Property rights of any person in any jurisdiction;
- 4.2 E-mail addresses, names, telephone numbers and fax numbers published on the website may NOT be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from Flight Centre to utilise same.
- 4.3 Flight Centre would be pleased to consider requests for permission to disseminate or use Flight Centre content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please contact us at: [webfeedback@flightcentre.co.za](mailto:webfeedback@flightcentre.co.za)

#### 5. ADDITIONAL INFORMATION TO YOU AS CONSUMER

Further disclosure requirements to you as consumer:

- 5.1 Full price of goods or services available from Flight Centre:
- 5.1.1 **Access to the website:** Free
- 5.1.2 **Registration to our Newsletter:** Free
- 5.1.3 **Travel Products and Services**
- 5.1.3.1 [see website](#) for prices (see notices in terms of additional costs, i.e. airport taxes etc.);
- 5.1.3.2 restrictions and conditions apply to all of the travel products and services offered on the website and such restrictions and conditions may affect the prices set out on the website. To determine the applicable restrictions and conditions you must contact us or the relevant third party supplier;
- 5.1.3.3 the airlines and other third party suppliers of travel and travel related services may change their prices, details of their packages, tours, flights and other information at any time. For this reason, all prices displayed on the website are subject to change without notice. All travel products and services described on the website are subject to availability.
- 5.1.3.4 The prices set out on the website reflect a base cost and a separate approximate taxes cost. Approximate taxes include, but not limited to, the following: airline/airport taxes, fuel surcharge, ACSA regulatory charges. Certain airports charge a separate departure tax, which is only payable at the specific airport and can not be collected in advance on your behalf. All fares and taxes are subject to change and currency fluctuation;
- 5.2 **Flight Centre and its suppliers:** All *Flight Centre* packages or tickets bought by you, whether a product or service, is supplied by a supplier/principal. The supplier is solely responsible for the supply of the products. *Flight Centre* only assists in the booking of such products and shall provide all necessary documents in order for you to execute the product. Therefore the contract for the products is between you and the supplier. Each supplier will have its own terms and conditions relating to the products purchased. The terms and conditions of the suppliers can be obtained from the supplier on request. As agent, *Flight Centre*, has no contract liability to you in respect of the product bought from *Flight Centre*. Your dealings with us, i.e. request for quotation and subsequent payment thereof will be subject to the specific terms and conditions as referred to below: As far as reasonable possible we will indicate to you the name of the third party supplier on each of the relevant pages;
- 5.3 **Specific conditions applicable to Quotations – [click here](#)**
- 5.4 **Specific conditions applicable to Payments (incl. method of payment) and refund / cancellation policy – [click here](#)**
- 5.5 **Membership:** We are a member of [IATA](#) with member number 77209893;
- 5.6 To lodge complaints in terms of our services:-
- 5.6.1 e-mail: [cherilyn.barbour@flightcentre.co.za](mailto:cherilyn.barbour@flightcentre.co.za)
- 5.6.2 Tel: +27 (0)11 778 1755
- 5.7 To lodge complaints in terms of the website:-
- 5.7.1 email: [webfeedback@flightcentre.co.za](mailto:webfeedback@flightcentre.co.za) or use any of the contact details available on the website under '[Contact Us](#)' to inform us of your complaint.

#### 6. COMPETITIONS AND PROMOTIONS

Competitions and promotions communicated to you through our website or any other electronic communication will be subject to the specific terms and conditions as referred to under such communications.

#### 7. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- 7.1 We value your [personal information](#) and intend to give you as much control as possible over your personal information;
- 7.2 The purpose of this statement is to set out how we or our third party suppliers use Personal information that we may obtain about you. By either registering or using the website generally you agree to the following use:-

### 7.3 Use of your Personal Information

- 7.3.1 When you register on website, utilise the services or use / browse the website we may collect, store and use your personal information or any other additional information (including but not limited to your I.P address) for purposes as set out below:
- 7.3.1.1 To fulfil our and / or our third party supplier's agreement with you;
  - 7.3.1.2 To register you with our website and to administer our website services;
  - 7.3.1.3 To identify you when accessing and utilising the website;
  - 7.3.1.4 For purposes of certain payment transactions as managed by our third party suppliers;
  - 7.3.1.5 To ensure that your requested services are delivered;
  - 7.3.1.6 for assessment and analysis of non-personal statistical information to enable us to review, develop and improve the services which we offer that will enable us to communicate with You and other customers such relevant information;
- 7.3.2 If You do not wish to receive information with regard to Flight Centre services, Supplier information or other useful information, then please un-tick the opt-in box(es) available prior to submitting your request or your personal information for purposes of requesting additional information or booking / paying for certain services;
- 7.3.3 If you have registered and not un-ticket the opt-in boxes to receive further information but subsequently wish to be excluded from Flight Centre communications only, then You should either:
- 7.3.3.1 Submit an email to [info@flightcentre.co.za](mailto:info@flightcentre.co.za) with subject heading '*unsubscribe from communications*'; or
  - 7.3.3.2 Click on the hyperlink to be provided at the top of each communication from Flight Centre;
- 7.3.4 Your selection not to receive further information will not affect your receipt of offers and communications that were processed prior to the your subsequent election;
- 7.3.5 Flight Centre retains all rights to non-personal information collected and compiled by Flight Centre.

### 7.4 Disclosure of You Information

- 7.4.1 We may give information about you to the following, who may use it for the same purposes as set out above, excluding direct communications with you as set out under clause for assessment and analysis of non-personal statistical information to enable us to review, develop and improve the services which we promote that will enable us to communicate with you and other customers such relevant information:
- 7.4.1.1 to employees and agents of Flight Centre to administer, including delivery, any accounts, products and services provided to you by Flight Centre now or in the future;
  - 7.4.1.2 agents who (on our behalf) profile your data so that we may tailor the goods/services we offer to your specific needs;
  - 7.4.1.3 to anyone to whom we transfer or may transfer our rights and duties under our agreement with you;
  - 7.4.1.4 to the relevant service suppliers;
  - 7.4.1.5 if we have a duty to do so or if the law allows us to do so.
- 7.4.2 No log-in names or passwords (if any) will be disclosed to any third party, except those third parties responsible for the execution of the website log-in facility;
- 7.4.3 Occasionally third parties may provide storage services to Flight Centre. In those circumstances those third parties shall be required to enter into a Non Disclosure Agreement on no less stringent terms than found in this privacy statement and to process and protect your data solely in accordance with our instructions;
- 7.4.4 You have a right to see your [personal information](#) that we keep about you on receipt of a written request and payment of a fee (See Promotion of Access to Information Act 2 of 2000). If you are concerned that any of the information we hold on yourself is incorrect please contact Flight Centre immediately.

### 7.5 Cookies

- 7.5.1 Cookies may be used by us to understand the use of our website better. Cookies allow us to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of our website. Depending on the type of cookie we use, cookies also allow us to make our website more user friendly, for example, permanent cookies allow us to save your password so that you do not have to re-enter it every time you visit our website;
- 7.5.2 You can usually adjust your browser so that your computer does not accept cookies. If you do this, you will still be able to browse around the site but the functions that allow you to access an existing account or page that requires a username or password, will not be available;
- 7.5.3 Alternatively you can adjust its browser to tell you when a website tries to put a cookie on your computer. How you adjust your browser to stop it accepting cookies or to notify you of them, will depend on the type of internet browser programme the your computer uses;
- 7.5.4 Please remember, cookies do not contain confidential information such as your home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers;
- 7.5.5 Your browser also generates other information, including which language the site is displayed in, and your Internet Protocol address ("IP address"). An IP address is a set of numbers which is assigned to your computer during a browsing session whenever you log on to the Internet via your internet service provider or your network (if you access the Internet from, for example, a computer at work). Your IP address is automatically logged by our servers and used to collect traffic data about visitors to our websites. We do not use your IP address to identify you personally;
- 7.5.6 We only keep cookies for the duration of your visit to our website, except where you save his/her login name as referred to above.

### 7.6 Security

- 7.6.1 We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose on-line. You accept the inherent security risks of providing information and dealing on-line over the Internet and will not hold us responsible for any breach of security;
- 7.6.2 Please take note that Flight Centre may send you emails from time to time but we would never send an email asking for your log on details or bank details, or direct you to a web page that asks for this information.

## 7.7 General

7.7.1 Please be aware that our site may link to other websites which may be accessed through our site. We are not responsible for the data protection - or privacy policies or procedures or the content of these linked websites;

### 7.7.2 Contact Us

If you have any comments or queries in connection with our privacy statement, please email us at [webfeedback@flightcentre.co.za](mailto:webfeedback@flightcentre.co.za) or write to Flight Centre (see postal address above).

## 8. SECURITY

8.1 Although Flight Centre is not obliged to provide security on the website we feel it is important that your information or any communication between you and Flight Centre is dealt with in the most secure manner reasonable possible, however because of the nature of the internet Flight Centre can not warrant that the security of your communication with Flight Centre via the website is completely secure;

8.2 The online booking facilities of our third party suppliers are provided in accordance with their respective third party supplier terms and conditions;

8.3 Credit card information transmission gets executed in accordance with the relevant third party suppliers terms and conditions.

8.4 To provide adequate security to you and to monitor activities prohibited under [section 86](#) of the ECT Act you hereby agrees to Flight Centre right to intercept, monitor, block, read, delete or accesses all data sent to the website or any other Flight Centre communication facility, e.g. email, Instant messaging – or fax to email application, subject to conditions as set out under the [Regulation of Interception of Communications and Provision of Communication related information act 70 of 2002](#);

8.5 It is our policy to virus check documents and files before they are posted on this website. However, Flight Centre cannot guarantee that documents or files downloaded from this website will be free from viruses and Flight Centre do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you shall not post or provide to Flight Centre via this website, any document or file that may contain a virus. You must virus check any document or file which you intend to post or provide to us via this website. You hereby indemnify Flight Centre, its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage this website or the Flight Centre or its service provider's infrastructure;

## 9. LIMITATION OF LIABILITY

9.1 You use this Site at your own risk.

9.2 THIS SITE IS PROVIDED BY US ON AN "AS IS" BASIS. WE DO NOT WARRANT OR REPRESENT THAT THE CONTENT OF THIS SITE IS ACCURATE, UP-TO-DATE OR COMPLETE, OR THAT IT DOES NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, ITS CONTENTS OR ANY OF THE PRODUCTS OR SERVICES SUPPLIED THROUGH THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL IMPLIED REPRESENTATIONS AND WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES THAT THE PRODUCTS AND SERVICES OFFERED AND SUPPLIED THROUGH THE SITE WILL BE OF MERCHANTABLE QUALITY, FIT FOR ANY PURPOSE OR WILL COMPLY WITH ANY DESCRIPTIONS ON THE SITE OR SAMPLES.

9.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (INCLUDING OUR OFFICERS, EMPLOYEES, SHAREHOLDERS, OTHER REPRESENTATIVES OR THIRD PARTY SUPPLIERS) ARE NOT LIABLE FOR ANY LOSS OR DAMAGE, HOWEVER CAUSED (INCLUDING NEGLIGENCE), WHICH MAY BE DIRECTLY OR INDIRECTLY SUFFERED, IN CONNECTION WITH YOUR USE OF OR INABILITY TO ACCESS THIS SITE OR THE PURCHASE AND USE OF ANY PRODUCTS AND SERVICES SUPPLIED VIA THIS SITE AND YOU ACCORDINGLY INDEMNIFY US AGAINST ANY POSSIBLE DAMAGE, EXPENSE OR LOSS. THIS LIMITATION OF LIABILITY (WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STATUTE) APPLIES TO ALL DAMAGES, LOSSES OR EXPENSES WHATSOEVER, INCLUDING COMPENSATORY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURY AND CLAIMS OF THIRD PARTIES;

9.4 In the event that our website fails to operate or causes you loss or damage, your sole remedy is the refund of any money that you paid to us to use this website;

9.5 Your access to and use of this website is subject to factors beyond our control. We do not represent or warrant that this website, the server that makes it available or any of the products or services supplied through this website will be free of errors, viruses or defects or that the service will be uninterrupted or timely. Because of the nature of the Internet, we do not warrant that this website will be secure and we will not be liable for any disruptions to the website;

9.6 We do not represent that any of the travel products and services set out on the website will be suitable for you. You release us from any claims in relation to the travel products and services described on the website, including but not limited to claims that the travel products and services are not suitable.

9.7 If any warranties are implied by law that cannot be excluded, then our liability for breach of such warranties is limited, at our option, to:

9.7.1 in the case of products:

9.7.1.1 the replacement of the products or the supply of equivalent products;

9.7.1.2 the payment of the cost of replacing the products or acquiring equivalent products;

9.7.2 in the case of services:

9.7.2.1 the supply of the services again;

9.7.2.2 the payment of the cost of having the services supplied again.

- 9.8** We further do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the website. We may make changes / amendments to the website, the policies, information described in the materials or content, at any time without notice. We reserve the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website. Flight Centre makes no commitment to update the materials and may discontinue any part of the website or services or certain software or version of certain software for the utilisation of the website at any time without notice;
- 9.9** Flight Centre further acts as an agent / conduit / facilitator of Travel services and products for selected third party suppliers and shall not be liable for any incorrect bookings or delays as a result of certain actions or omissions of the third party suppliers' management, employees or representatives;
- 9.10** You represent and warrant that all personal information provided on registration and thereafter are accurate and valid. Flight Centre reserves the right to decline any registration on the website or registration to its newsletters.

## **10. AGREEMENT AND ECOMMUNICATIONS**

### **10.1 Formation and validity of this website agreement**

You agree that:

- 10.1.1 if you are not a consumer, that you have the authority to bind any business on whose behalf you use the website;
- 10.1.2 you are at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein;
- 10.1.3 all information that are incorporated by using hyperlinks and / or other methods of reference form part of this agreement (see [section 11\(3\)](#) of the ECT Act);
- 10.1.4 no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these terms.

### **10.2 Formation and validity of the Flight Centre bookings and reservations**

- 10.2.1 Prices on the website constitute an invitation to do business;
- 10.2.2 We shall take all reasonable efforts to maintain the information on our website. However, should errors occur and products and services are placed on the website reflecting incorrect information, we will not be obliged to provide services and products against the incorrect information;
- 10.2.3 Travel services' bookings and reservations can be executed online, however subject to the terms and conditions of the relevant third party supplier (see above terms and conditions);
- 10.2.4 The submission of a booking request via the website does not constitute an agreement between you and Flight Centre or the relevant third party supplier. Bookings made by you remains a booking request until such time as you have made payment towards the third party supplier;
- 10.2.5 Flight Centre gives no guarantee that a booking request will be confirmed by a third party supplier as the third party supplier's booking and reservation acceptance are determined by each third party supplier's terms and conditions and are neither dictated nor controlled by Flight Centre;
- 10.2.6 Flight Centre and / or relevant third party supplier reserves its right to refuse or reject a booking request without giving any reasons. Refund of any payment will be as per the refund and cancellation policy below;
- 10.2.7 The acknowledgement of receipt of the abovementioned booking request that you will receive from Flight Centre or relevant third party supplier is no automatic acceptance of such booking request;
- 10.2.8 The subsequent confirmation that Flight Centre or third party supplier will send you to confirm a booking request will be valid, at time and place where confirmation is send to you;

### **10.3 Time and Place of communication, dispatch and receipt**

- 10.3.1 [Data Messages](#) sent from Flight Centre or its third party suppliers to you have been sent from Flight Centre's or the relevant third party supplier's place of business;
- 10.3.2 Data Messages sent from Flight Centre to the you is deemed to be received when complete message are outside the control of Flight Centre (left the system of Flight Centre);
- 10.3.3 Data Messages from you to Flight Centre are deemed to be received by Flight Centre only when Flight Centre responds thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Flight Centre that it does give legal effect to the Message;

### **10.4 Expression of intent**

- 10.4.1 You acknowledge that all agreements, authorization or request under this agreement satisfies the "*writing*" requirement as per [section 12](#) of the ECT Act;
- 10.4.2 For purposes of Electronic Communications between you and Flight Centre no Electronic Signature is required; the mere sending of Data Messages or browsing of our website demonstrates your intent to be a party to this agreement;

### **10.5 Attribution of data messages to originator**

- 10.5.1 You agree and warrant that the data message sent, from any Computer or device that are owned by you or your employer or programmed by you or on the your behalf, to Flight Centre was sent by you or a person that had authority to act on your behalf in respect of the data message.

## **11. REFUND / CANCELLATION POLICY**

- 11.1** The services available via the website can not be cancelled within 7 (seven) days as detailed in section 44 of the ECT Act. Travel services and products as per our website can be classified under one of the exceptions as per sec. 42(2) of the ECT Act, therefore without limiting the scope of section 42(2), no Cooling-off period will be applicable with regard to the booking request that has been confirmed by us or a third party supplier;
- 11.2** Unless a third party supplier provides otherwise, our refund and cancellation policy is:

- 11.2.1 **Prior utilising the product and/or services:** Any amendment or any change by you to a reservation in whatsoever manner (date change, rerouting etc.) after full payment and issuing of travel documents and tickets constitutes a cancellation. If you, for whatsoever reason, cancel a reservation, we shall charge an administration fee and the supplier may impose a further cancellation fee, which could be 100% of the services price. Kindly note that airline refunds will take a minimum of 12 (twelve) weeks to process. Prior to any cancellation we recommend that you contact us to determine the costs involved. Cancellations on products or services where you have used a credit card to make payments we or our third party suppliers will only refund charges (if any) onto the same credit card number as supplied originally. Flight Centre or its third party suppliers have the right to off set cancellation charges against any refund payable to you;
- 11.2.2 **After utilising the product and/or services:** No refunds are available once the product and / or service has been utilised.

## 12. PAYMENT

- 12.1 All transactions executed via the website will be processed in the currency preferred by the third party supplier;
- 12.2 Flight Centre will not directly request your credit card details to execute bookings. Requests for credit card details are done directly by the third party suppliers and their respective service providers. You will be required to agree to the relevant payment terms available during the payment process (see links above to third party supplier terms and conditions). Be aware that there might be additional booking charges for payment made per credit card;
- 12.3 You can view or print a full record of the transaction that you may have executed by using the third party supplier's payment mechanism available under this website. A transaction will be maintained for a period as per third party supplier's policy;

## 13. DELIVERY

### Online bookings (via the website)

- 13.1 Upon confirmation and successful receipt of payment for the product or service you will receive the following via electronic mail from the relevant third party supplier:
- 13.1.1 Confirmation of payment;
- 13.1.2 Itinerary;
- 13.1.3 Services and or product voucher;
- 13.2 You will need to present the aforesaid services and / or product voucher when requested by the relevant services provider;

### Bookings directly with travel consultant (i.e. by telephone , email or instore)

- 13.3 Delivery terms as instructed by relevant agent.
- 13.4 We would recommend that you specifically request the agent to provide you with the necessary proof of payment, reference or documents to present at the relevant service provider.

## 14. TERMINATION

These Terms and Conditions and your access to the website may be terminated at any time by Flight Centre without notice. All restrictions, disclaimers and limitations of liability by Flight Centre will survive termination, however, you will no longer be authorised to access the website.

## 15. BREACH

- 15.1 If you breach any of the terms and conditions of this website, Flight Centre reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:
- 15.1.1 order for specific performance and damages;
- 15.1.2 terminate this Agreement and claim damages;
- 15.1.3 Institute criminal procedures where applicable and necessary;
- 15.2 All costs, charges and expenses of whatsoever nature which may be incurred by Flight Centre in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

## 16. GENERAL AND MISCELLANEOUS

### 16.1 Notices

Except as required by law or otherwise specified by us, you must provide any notices to us using our [email us tool](#), except legal notices to be delivered at our physical address (see above). We will provide any notice to you by email to any email address provided by you and for purposes of legal notices, to a physical address as may be supplied by you or obtained by us. Email notices will be taken to have been received 24 hours after the email is sent, unless the sending party receives notice that the address is invalid or that the email has not been received.

### 16.2 Sole record of agreement

These Terms and Conditions constitutes the sole record of the agreement between you and Flight Centre with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

**16.3 No amendments except in writing**

16.3.1 No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of you and Flight Centre; and

16.3.2 No data message as defined above, including but not limited to an e-mail, SMS and recorded voice message, sent by you to Flight Centre shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties;

**16.4 Waivers**

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

**16.5 Survival of obligations**

Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

**16.6 Severability**

If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause :

16.6.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;

16.6.2 The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

**17. APPLICABLE LAW AND JURISDICTION**

The law of South Africa shall govern this Agreement. You further irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Johannesburg Magistrates court, and waive any right that you may have to object to an action being brought in that court

**We recommend you print out a copy of these terms and conditions for your future reference.**