

TERMS AND CONDITIONS - QUOTATION

1. DEFINITIONS

- “**Customer**” means any person and/or recipients and/or users of the product sold by *Flight Centre* on behalf of a third party supplier.
- “**Product/s**” means whatsoever services and/or products *Flight Centre* sold on behalf of a third party to a customer e.g. Tickets, Holiday package etc.
- “**Flight Centre**” means the entity and its directors, employees, agents, officers or assigns acting in the scope of their employment.

2. QUOTATION

The quotation is only an invitation to do business and is subject to whatsoever price increases. An agreement is only concluded once the product price is paid in full.

3. FLIGHT CENTRE (AGENT) AND ITS SUPPLIERS

Flight Centre is a company trading under the name of *Flight Centre (SA) (Pty) Ltd* with registration number 1994/000253/07. *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. All *Flight Centre* packages or tickets bought by a customer, 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 assist in the booking of such products and shall provide all necessary documents in order for the customer to execute the product. Therefore the contract for the products is between the customer 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 contractual liability to the customer in respect of the product bought from *Flight Centre*.

4. BOOKING & AVAILABILITY

All products are subject to availability at the time of booking. The prices of the products are subject to change, currency fluctuations and may only be confirmed when paid in full. Kindly take note that quotes are provided subject to availability. The price on a quote can never be guaranteed and the product's price is subject to change until paid in full.

5. DEPOSITS

When making a booking, *Flight Centre* requires a minimum deposit of R250.00 per person. The supplier of the product booked may require further deposits. We confirm that all deposits are non-refundable.

6. INCREASES

Please be advised that all products, including but not limited to airfares and tour operators' travel packages, are subject to change without notice prior to payment in full. Any increase must be borne and paid by the customer upon demand.

7. METHOD OF PAYMENT

All *Flight Centre*'s business is conducted on a cash basis and documents, tickets or whatsoever travel documentation shall not be released until full payment is effected. Methods of payment:

- **CASH** - It is the most convenient form of payment. Kindly ensure that you receive a *Flight Centre* invoice.
- **BANK GUARANTEED CHEQUE** - Only bank guaranteed cheques are accepted by *Flight Centre*, but kindly note that it may take up to 10 (ten) working days to clear. No documents, tickets or whatsoever travel documentation shall be released until the cheque/s is cleared.
- **CREDIT CARDS** - Credit Cards are welcome, however certain suppliers do not accept credit card payment.
- **ELECTRONIC TRANSFER (EFT)** - Whenever payment is made by electronic transfer, confirmation of the payment must be sent to the fax number indicated on the front page. Kindly note that certain banking institutions take more than 24 (twenty) hours to clear payment.

8. CANCELLATIONS AND REFUNDS

Prior utilising the product and/or services

Any amendment or any change by a customer to a reservation in whatsoever manner (date change, rerouting etc.) after full payment and issuing of travel documents and tickets constitutes a cancellation. If the customer for whatsoever reason cancels a reservation, *Flight Centre* shall charge an administration fee and the supplier may impose a 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.

After utilising the product and/or services:

No refunds are available once the product has been utilised.

9. TRAVEL INSURANCE

Travel insurance is strongly recommended for all overseas travel, taking into account that the majority of airlines and tour operators have extremely high cancellation/date change penalties. *Flight Centre* furthermore believes that free credit card travel insurance is not adequate in respect of comprehensive medical and cancellation cover. Travel insurance should be purchased when the final payment is made for the product and/or services. Specimen copies of all travel insurance policies are available from *Flight Centre*. Kindly obtain a copy thereof and we confirm that all queries should be directed to the insurer, the supplier directly.

10. GENERAL INFORMATION.

- **PASSPORTS** - The customer of the product must ensure that he/she has a valid passport, which is valid for at least six months beyond the end of your travelling period. If the customer is a permanent South African resident travelling on a foreign passport, the customer must ensure that he/she has all the correct documentation from Home Affairs. *Flight Centre* is not responsible or liable in whatsoever manner for any incorrect passport or immigration documentation.
- **VISAS** - It is the responsibility of the customer to enquire from our consultant whether a visa is required for the countries to be visited and to apply for such visas if necessary. If the customer needs any assistance, he/she must ask our consultants to assist.
- **HEALTH** - The customer must ensure that he/she complies with the countries' medical and vaccination requirements, which he/she plan to visit. *Flight Centre* advises that the customer see his/her local travel doctor.
- **FOREIGN CURRENCIES** - *Flight Centre* advises that the customer must acquire his/her foreign currencies and/or travellers' cheques prior to their trip. Kindly take note that *Flight Centre* can assist in obtaining foreign currencies and/or travellers cheques, however we confirm that a third party is the supplier.
- **RECONFIRMATION OF FLIGHTS** - It is the responsibility of the customer to reconfirm all onward flights and timings at least 72 hours (3 days) before departure.
- **ITINERARIES** - Itineraries are provided for convenience purposes only. It is the responsibility of the customer to confirm the dates and times with the travel documents and/or tickets and to familiarise himself/herself with the travel plan.

11. ENTIRE CONTRACT

This agreement shall constitute the entire understanding between the parties and, as such, including this clause, may not be altered or modified except by an agreement in writing signed by all parties.

12. GOVERNING LAW

The jurisdiction of the South African Courts and the laws of South Africa shall govern this agreement.

13. LIABILITY / DISCLAIMER

Flight Centre does not guarantee the safety standards or satisfactory performance of any supplier.

The customers of any product purchased through *Flight Centre* accept that the utilising of the product may be dependant on certain factors beyond *Flight Centre*'s control and therefore agree that *Flight Centre* will not be held liable for the cancellation or postponement due to such factors as, without any limitation, to weather, mechanical failure, acts of God etc. *Flight Centre* shall not be liable to the customer for the death, personal injury, direct and/or consequential damages or losses of any customer in respect of the product supplied by a third party supplier and purchased through *Flight Centre*.

The customer hereby agrees to defend, indemnify and hold harmless *Flight Centre* against all suits, actions, claims, judgments, injury, direct and/or consequential damages or losses or other liabilities, and all costs and expenses which may arise from the product or the omission of supplying the product by any third party supplier. It is the responsibility of the person who requested this quotation to inform all people who are interested in the product about the terms and conditions as stipulated above.