

FLIGHT CENTRE®

TERMS AND CONDITIONS

Flight Centre Travel Group (Pty) Ltd (Registration number: 1994/000253/07) ("FCTG AFRICA") trading as Flight Centre, Flight Centre Youth & Adventure, Cruiseabout, Flight Centre Associates, Flight Centre Business Travel, Corporate Traveller, Flight Centre Holidays, 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 AFRICA 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. Prices are subject to change until payment has been secured in full.
- 1.3. FCTG AFRICA will not proceed with any booking until payment reflects in FCTG AFRICA'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 AFRICA's account.
- 1.4. 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 Namibian Dollar.
- 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 AFRICA'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 AFRICA 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.
- 3.3. Travel bookings are non-transferable and name changes are not permitted.

4. Refunds:

- 4.1. FCTG AFRICA 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. Refunds must be processed within the ticket's validity
- 4.4. FCTG AFRICA will charge a service fee for any refunds processed.

5. Agency and third party suppliers:

Flight Centre(South Africa) (Pty) Ltd. | Block 8, Pendoring Office Park, 299 Pendoring Road, Blackheath. Tel: 011 778 1300
Directors: A.C Stark, G. Turner (Australia) | VAT 4370159909 | Reg 1994/000253/07

- 5.1. FCTG AFRICA 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 AFRICA's obligation to the customer is to (and the customer expressly authorise FCTG AFRICA 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 AFRICA charges a fair and reasonable service fee to book travel on the customer's behalf.

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- 5.3. FCTG AFRICA 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 AFRICA's part, are not against FCTG AFRICA. 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 AFRICA.
- 5.5. FCTG AFRICA obtains visa information from a travel tool source called Timatic. FCTG AFRICA cannot be held responsible for any incorrect visa information obtained from Timatic and therefore we recommend that any information provided is checked with the relevant Embassy.
- 5.6. Any visa service provided by FCTG AFRICA is done by a supplier / principal. The supplier is solely responsible for the visa service, therefore the contract for the service is between the customer and the supplier. The visa service will have their own terms and conditions relating to the service rendered. The terms & conditions of the supplier can be obtained from the supplier on request. As the agent, FCTG AFRICA has no contractual liability to the customer in respect of the visa service utilised.

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 AFRICA 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. Once the insurance policy has been confirmed and paid for, you will be issued with a policy document of the insurer. A copy thereof will be emailed to you and we strongly recommend that you read and understand this document before your travel commences so that you can address any queries you may have to the insurer before you leave.
- 6.5. In the event of any queries or the need to lodge a claim, contact the insurer directly.
- 6.6. The customer confirms that the he / she has been made aware that travel insurance is strongly recommended for travel. The customer understands that the consultant has taken reasonable steps to ensure that the customer is aware that the issuing of travel insurance can be facilitated on the customer's behalf; and that the customer can either accept or decline assistance in securing travel insurance cover for the trip.

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. must have at least two blank pages
 - 7.1.3. 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. Most countries require machine-readable passports. It is the customer's responsibility to ensure compliance.
- 7.4. The customer and / or traveller indemnifies FCTG AFRICA 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.

- 7.5. The onus is on Namibian permanent residents travelling on a foreign passport to ensure they have the required documentation to travel, including but not limited to visas.
- 7.6. 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
- 7.7. Documentary identification is required for infants who are travelling.

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- 7.7. A Namibian 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 Namibian 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 AFRICA and the visa suppliers control.
- 8.3. FCTG AFRICA 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 AFRICA 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.
- 8.5. The customer confirm that he / she has been made aware that he / she may require a visa for her / his travel, inclusive of any transits or stop overs that may be included as part of his / her travel itinerary. The customer understands that his / her consultant has taken reasonable steps to ensure that he / she is aware that third party suppliers may be able to assist with the customer's visa application at a fee; and the customer is in a position to either accept or decline assistance with the customer's visa application.
- 8.6. The customer indemnifies and holds harmless FCTG AFRICA against all suits, actions, claims, judgements, direct and/or consequential damages or losses or other liabilities, and all costs and expenses which may arise from the services or the omission of supplying the services by any third party supplier or the unsuccessful or late Visa. FCTG AFRICA has advised that in some cases the relevant Embassy, Consulate or Government Institution may only release a visa 24 (twenty four) hours prior to departure or even on the day of departure. By signing these terms & conditions the customer hereby indemnifies FCTG AFRICA against any costs incurred in respect of the travel bookings and these cannot be claimed from FCTG AFRICA.

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 in and out of South Africa.
 - 9.1.2. If travelling with one parent, consent in the form of an affidavit of the other parent is required as well as an 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. Please refer to the Department of Home Affairs website for information on minors travelling internationally <http://www.dha.gov.za/>
 - 9.1.5. Ages of children and infants travelling must relate to the dates of travel.

10. Special Requirements:

- 10.1. The customer should liaise with the relevant travel expert or, for online bookings, call 0877 40 50 00, regarding any special requirements for your travel arrangements including but not limited to; seating, meals, bassinets, room location or other special requests.
- 10.2. Seating may be requested prior to your departure however the airline reserves the right to amend their seating plan up until the time of departure. Generally, most airlines request payment for seating prior to departure.

- 10.3. The customer's travel itinerary will indicate the luggage allowances for the trip. Some airlines or low cost carriers include a zero luggage allowance and may charge a fee per bag. The customer should familiarise him / herself with the luggage allowance for the entire trip.
- 10.4. Special requirements and requests are not confirmed by FCTG AFRICA.

11. Travel Destinations:

By offering travel for sale to any destination, FCTG AFRICA does not represent or warrant that travel to such points is advisable or without risk, and the traveller indemnifies FCTG AFRICA 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 AFRICA recommends that travellers consult their local doctor, travel medical service or specialist vaccination clinic before commencing travel.
- 12.3. Most vaccinations need to be administered prior to travel to be considered effective.

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. Frequent Flyer:

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

15. Schedule Changes:

- 15.1. Customers should confirm scheduled travel times with the relevant airline, supplier or their travel expert twenty four hours prior to departure.
- 15.2. The customer will forfeit the fare if the customer does not fly or does not notify the airline or the customers' travel expert of the customer's intent not to travel prior to your scheduled departure.
- 15.3. Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited.

16. Liquids, aerosols and gels

- 16.1. Strict regulations are in place with regarding the carrying of liquids, aerosols and gels as hand luggage on international flights. The onus is on the customer to check with the travel expert or directly on the airline's website for further information.

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 AFRICA 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 AFRICA will only consider claims if the dissatisfaction with your travel booking has been brought to our attention immediately and FCTG AFRICA 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 AFRICA 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 AFRICA 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 AFRICA 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 AFRICA values your feedback. If you have a compliment, complaint or wish to share your experience with us, please contact customer care at: customercare@fctg.co.za

20. Privacy Policy

- 20.1. FCTG AFRICA 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 AFRICA 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 AFRICA may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements. At all times FCTG AFRICA retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. FCTG AFRICA 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 AFRICA has to engage attorneys to enforce any of its rights in terms of these Conditions or otherwise, and in the event that FCTG AFRICA 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 Namibia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Namibia, and waive any right that you may have to object to an action being brought in those courts.

23. Amendments of these Conditions

- 23.1. 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 AFRICA.

24. Intellectual property rights

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

25. 26. Domicilium and notices

- 25.1. FCTG AFRICA 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 domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery.

26. Severability

- 26.1. 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 AFRICA is not based solely on the advice given by FCTG AFRICA and I hereby confirm that the travel arrangements were not made under duress.

I have read and understood these terms and conditions. I confirm that I am over the age of 18 with legal capacity to sign this document. Signed and dated on this ____ day of _____ 201__

Full names

Signature