ENVOYAGE
for every journey

ENVOYAGE BOOKING TERMS AND CONDITIONS

Please read the following "Booking Terms and Conditions" carefully, as they contain important information about your legal rights, remedies and obligations.

You must not make any booking unless you understand and agree with the following Booking Terms and Conditions. References to "us", "we" and/or "our" in these Booking Terms and Conditions shall mean the Independent Travel Consultant as set out in your quote, tax invoice and/or itinerary (as applicable). References to "FCTG" in these Booking Terms and Conditions shall mean Flight Centre Travel Group (Pty) Ltd and its wholly owned subsidiaries. References to "you" and "your", in these Booking Terms and Conditions shall mean the customer.

By making any booking, you agree to comply with and be bound by these Booking Terms and Conditions. These Booking Terms and Conditions apply to any bookings you make with us (in-person, over the phone or by email). The contract formed under these Booking Terms and Conditions is with us, and not any other party, such as FCTG or any third party service providers.

We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking (regardless of whether other travellers have made separate payments) and that person will bind all such travellers to these Booking Terms and Conditions.

Understanding your contract with us and your third party service provider

When you book travel through us, you enter into two agreements. The first is this agreement, between you and us, contained in the booking terms. The second is the agreement you conclude with the provider of your travel service for which we act as agent (such as airlines, coach operators, transport tour operators, accommodation, hotels, shipping companies, car hire, visa suppliers, rail and cruise line operators, wholesalers and other providers of air, land, sea or any other travel arrangements, products or services) (third party service providers), who all have their own terms and conditions applicable to your travel (the third party service provider agreement).

When you accept these booking terms, you also accept and agree to be bound by the third party service provider agreement. To the extent that there is any inconsistency between the booking terms and the third party service provider agreement, the third party service provider agreement will prevail. Your third party service provider

will be identified on your quote or travel documents and their third party service provider agreement(s) applicable to your booking will be available on their websites or can be obtained by contacting them or us. By booking travel with us or by signing or electronically accepting the booking terms, you will be deemed to have read, understood and agree to be bound by the booking terms as well as the applicable third party service provider agreement(s).

We act as agent only

We act as an agent for, and sell various travel related products as agent on behalf of third party service providers. Any booking, advisory and other services (such as processing a change or cancellation with the relevant third party service providers) that we provide to you are collateral

to that agency relationship. We do not act as an agent for, and are not authorised to enter into any agreement with you on behalf of, FCTG.

Our obligation to you is to (and you expressly authorise us to) provide booking and advisory services, including making travel bookings on

your behalf and arranging relevant contracts between you and third party service providers. We exercise care in the selection of reputable third party service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage, cancellations policy and limitations of liability, imposed by these third party service providers. We can provide you with copies of relevant third party service provider terms and conditions on request.

Your legal rights in connection with the provision of travel services are against the specific third party service providers and, except to the extent a problem is caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any third party service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

Prices & Payment

All prices for bookings advertised by us are subject to availability, and can be withdrawn or varied without notice to you. Advertised prices may be limited to travel within specified dates. We will confirm the correct price with you at the time of payment. Prices are subject

to change until payment has been secured in full from you or when confirmation of acceptance of the quotation has been received by you or by an authorised representative of corporate clients.

We may correct any pricing errors on our websites at any time. If a booking price contains an inadvertent and obvious error, we are not bound by it and will be entitled to correct the error in the displayed price. If a pricing correction affects your pending order, we will offer you the opportunity to keep your booking at the correct price, or we will cancel your pending order without penalty. We are under no obligation to honour a misquote and may correct the pricing prior to payment being taken.

All prices are quoted in South African Rand. We cannot be held liable for any increase to the quoted price, in the time it takes for payment of the booking to reflect in our account or for corporate clients to confirm their booking.

If your booking is subject to a foreign exchange rate, the exchange rate on the day of the quotation provided to you will apply. Should the exchange rate have increased by the time that payment of your booking reflects our account, such increase will be for your account and payable in addition to the total price quoted. If the exchange rate has decreased by the time we receive payment, the difference, if any, will be reimbursed to you. All quotations are subject to availability from third party service providers. Should the product range which you sought no (i) Completing an online check in, (ii) Downloading the applicable division's mobile app and ensuring that push notifications are activated, and (iii) Confirming scheduled travel times with us or with the third party service provider directly.

Cancellation or changes

We must be notified of all cancellations or changes in writing prior to departure. Certain bookings may be non-refundable and you will be liable for cancellation penalties or date change penalties should you wish to change or cancel your booking, in accordance with the third party service provider's cancellation policy and/or fare rules. We will only be able to provide you with the remedy provided by the third party service provider (if any).

We do not accept any liability or costs incurred that may result from any cancellations and/or changes which you require for your booking. Refunds, if applicable, will only be made to the person named on the booking payment receipt, unless otherwise agreed upon in writing

by all travellers listed on a booking. All refunds will be made in the same manner in which the payment was made (i.e. payment via credit card, refund onto the same credit card etc). If the

reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim these charges from your travel insurer, however that will have to be arranged by you directly with the insurer.

Travel bookings are non-transferable and name changes are not permitted. You will forfeit the fare if you do not fly or do not notify the airline or us of your intention not to travel, prior to your scheduled departure. Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited.

Refunds

All refunds are subject to the cancellation policy of the relevant third party service provider. We will not provide a refund to you until we receive the funds from the third party service provider. In the event that the third party service provider is able to provide a refund, you will be required to complete and submit a refund consent form, provided by us. All refunds will be made in the same manner in which the payment was made (i.e. payment via credit card, refund onto the same credit card etc). We may charge a reasonable service fee for any cancellations and/or refunds processed, except in instances where the cancellation and/or refund is in lieu of death, hospitalisation and illness as per the Consumer Protection Act. We will endeavour to process all refunds within a reasonable time frame. As regards airline ticket refunds, please note that such tickets may take a minimum of 12 (twelve) weeks to be processed, due to upgrades, downgrades, schedule changes, reissued tickets and expired tickets. All refunds must be processed within the ticket's validity, thereafter the ticket will be deemed as non-refundable. Any refund amounts received from a refund application will be retained by us for a period of 36 (thirty six) months, subject to the following (i) we will make every reasonable effort to contact you and to advise of the refund amount received (ii) should all attempts to reach you be unsuccessful within the 36 (thirty six) month period of the refund amount being received, the refund amount will be forfeited by you.

As a service to corporate clients, all unused tickets will be tracked and submitted for refunds. The full amount less an administration fee will be refunded to corporate clients.

Impossibility of performance

In certain circumstances beyond the reasonable control of any of the parties, it may be necessary to cancel your travel due to an event which makes it impossible. This includes, but is not limited to: 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, pandemic or epidemic outbreak, 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, denial of the use or unavailability of any railway, port, airport, shipping service or other means of public transport, and any similar event beyond the reasonable control of the parties.

If any party is prevented from or delayed in performing any of its obligations by circumstances beyond its control as set out above, then it must notify the other parties in writing of the nature and expected duration of such circumstances and of the obligation, performance

of which is delayed or prevented. The party subject to the event rendering performance impossible, will be excused from performance or punctual performance, as the case may be, of its obligations, for so long as the circumstances or prevention or delay may continue.

Travel Insurance

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. It is your responsibility to ensure

that you have valid travel insurance that covers and is appropriate for your needs. We will not be responsible or liable if you fail to take adequate insurance cover at all. For assistance in obtaining travel insurance, please call us to facilitate the issuing of your

travel insurance.

COVID-19 (Coronavirus) Guidance

We recommend that you contact the Department of Health or visit their website at http://www.health.gov.za/ as well as the South African Covid Portal on https://sacoronavirus.co.za/ for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit.

In addition you should familiarise yourself with airline requirements around passenger safety, including the requirement for face masks and the need to produce evidence meeting airline and border control requirements in relation to a negative COVID-19 test both for transit and final destination passengers. This information is subject to change without notice so we recommend you update yourself in relation to the relevant airline and government policies for your transit and final

destination at each of (i) the time of booking, (ii) as you approach your the luggage allowance requirements for your entire trip.

Single Discretionary Allowance

In accordance with the South African Exchange Control Regulations, you confirm that you are aware that the single discretionary allowance limit is R 1,000,000.00 for adults and a travel allowance limit of

R 200,000.00 for children under the age of 18 (eighteen) years old, per calendar year, and that the booking you make with us will not exceed your single discretionary allowance.

Tax

You will be liable for any additional taxes levied by the relevant country or city visited including amongst others local city tax or departure tax. However, some countries may charge additional departure, hotel or other taxes that must be paid locally. We suggest that you retain sufficient local currency to meet these charges. It

is your responsibility to declare any personal items with the South African Revenue Services prior to departure.

Social media

You agree that your use of our social media pages which include but are not limited to Facebook pages, Instagram, Twitter, Tik Tok, Telegram accounts, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of

anyone's privacy, or otherwise contain objectionable comments and/ or content. We do not tolerate any form of discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation, being a transsexual person, or age.

We reserve the right to remove any comment, thread or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally, or take such other action as we reasonably

deem appropriate.

Privacy Laws

We are committed to protecting your personal information and agree to handle your personal information in accordance with applicable privacy, data protection, data breach notification and anti-spam laws ("Privacy Laws"). By providing personal information to us, you consent to us collecting, using and disclosing your personal information as provided in these Booking Terms and Conditions, in accordance with all Privacy Laws. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may

include the overseas third party service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These third party service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based.

We may also disclose your personal information to service providers
who perform services for us within and outside of South Africa, including FCTG. Generally, we will only disclose your personal information to these entities and/or persons in connection with the facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any entity and/or person (including any overseas recipients), you agree that:

(i) in the case of third party service providers or other recipients who are providing services directly to you, we will not be required to ensure that recipient's compliance with South African privacy laws or otherwise be accountable for how they handle your personal

information and you acknowledge and agree that your rights in relation to their handling of your personal information are governed by the contract between you and that recipient (which may include their privacy policy); and (ii) in the case of third party service providers

who perform services for us, we will take reasonable steps to ensure that recipient's compliance with South African privacy laws. Where we disclose your personal information to FCTG it will handle your personal information in accordance with its Privacy Policy which is available at https://www.flightcentre.co.za/privacy. When used above,

"disclose" includes to transfer, share, send, or otherwise make available or accessible to another person and/or entity.

General

In the event that we have to engage attorneys to enforce any of our rights under the booking terms or otherwise, you will be liable for our legal fees on an attorney and own client scale.

The law of South Africa will apply to any dispute between the parties arising from these booking terms. The parties agree, consent and submit to the jurisdiction of the High Court of South Africa,

Gauteng Local Division, Johannesburg or any successor thereof, having jurisdiction to adjudicate and determine any suit, action or proceeding which may arise in respect of these booking terms, however nothing contained in these booking terms will prevent us from approaching any other High Court of South Africa having jurisdiction for relief, as may be determined by us in our discretion, from time to time.

These booking terms constitute the sole record of the agreement between the parties 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.

No amendment, cancellation or waiver of any term or right referred to in these booking terms shall be valid or binding unless reduced to writing and signed by both you and a duly authorized representative of us.

No relaxation or indulgence which we may grant you shall constitute a waiver of our rights and shall not preclude us from exercising any rights which may have arisen in the past or which might arise in future.

All intellectual property owned by us shall remain our sole and exclusive property.

The parties choose their address in the address clause of the Booking Form as its legal address for the purposes of giving any notice, the payment of any sum, the servicing of any process and for any other purpose arising from these booking terms.

Any notice shall be given in writing and

delivered to the legal address of the party concerned. Written notice given in a correctly addressed envelope, delivered by hand to the chosen address of the Party during ordinary business hours shall be deemed to have been received on the day of delivery. Notice may be given by electronic means if delivered to the email address specified by either party. Such electronic notice shall be deemed to have been given on the day following the electronic delivery of such notice. Either party may notify the other party in writing of any changes to it's chosen address.

If any provision of these booking terms is held to be unlawful 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.

Acceptance

You accept these booking terms either by accepting them electronically, or signing the Booking Form to which the booking terms are attached, or by us sending a confirmation invoice to you for the travel which you booked. You acknowledge that you are 18 (eighteen) years of age or older and that you understand and have the legal capacity to agree to the booking terms. Your decision to make travel arrangements through us is voluntary, and is not made under duress.

These booking terms and conditions were last updated on 18 June 2021