



## **General Terms and Conditions of Booking and Carriage**

### **Safair Operations Proprietary Limited**

a company duly incorporated in accordance with the company laws of the Republic of South Africa with Registration Number 2007/032915/07, and having its principal place of business at Northern Perimeter Road, O.R. Tambo International

Airport, Bonaero Park, 1619, South Africa

Hereinafter referred to as the "**Carrier**"

---

# Table of Contents

<u>Agreement</u>	
<b>No   Clause</b>	<b>Page</b>
1	DEFINITIONS AND INTERPRETATION.....3
2	APPLICABILITY .....4
3	VALIDITY .....5
4	FARES .....5
5	BOOKING OF SEATS / RESERVATIONS.....6
6	REFUSAL AND LIMITATION OF CARRIAGE .....9
7	BAGGAGE .....14
8	SCHEDULES, CANCELLATIONS AND DELAYS .....19
9	REFUNDS.....20
10	CONDUCT PRIOR TO AND ABOARD OUR AIRCRAFT .....21
11	LIABILITY LIMITATIONS.....22
12	TIME LIMITATION ON CLAIMS AND ACTIONS .....23
13	JURISDICTION .....23
14	MODIFICATION AND WAIVER .....24
15	CESSION .....24
16	AUTHORITY .....24
17	UNCONTROLLABLE EVENTS (FORCE MAJEURE) .....24
18	INDULGENCE AND RELAXATION .....24
19	WHOLE AGREEMENT.....24
20	SEVERABILITY.....24

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 **"Able-bodied"** means a physically strong and healthy, non-disabled Passenger over the age of 16 and who is prepared to assist the cabin crew in the event of an emergency evacuation of the aircraft;
- 1.2 **"Ancillary Services"** means non-flight related products and services which can be sold simultaneously with or adjunct to any flight transaction;
- 1.3 **"Baggage"** means all personal property accompanying you in connection with your Journey. Unless otherwise specified, it includes both your Checked Baggage and Unchecked Baggage;
- 1.4 **"Baggage Identification Tag"** means a document issued by us solely for identification of Checked Baggage;
- 1.5 **"Booking Confirmation"** means the document issued, electronically or otherwise, by the Carrier, confirming a Booking Transaction, containing the booking reference number and a reference/link to these Terms & Conditions. Such Booking Confirmation shall be sent via SMS at an additional cost if requested by you;
- 1.6 **"Booking Transaction"** means the financial purchase of flights by you or a third party on your behalf, related services and Ancillary Services provided by us as confirmed in your Booking Confirmation;
- 1.7 **"Carrier"**, means Safair Operations (Pty) Ltd t/a FlySafair.
- 1.8 **"Checked Baggage"** means Baggage of which we take custody and for which we have issued a Baggage Identification Tag;
- 1.9 **"Damage"** includes delay, death or bodily injury to a Passenger as well as the delay, loss or partial loss of Baggage, including any item contained in your Baggage, arising out of or in connection with carriage or other services incidental thereto. It also includes damage to Baggage, such as suit cases or any form of carry case used for that purpose. **"Damaged"** shall have a corresponding meaning as the context may indicate;
- 1.10 **"Days"** means calendar days, including all 7 (seven) days of the week, provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted;
- 1.11 **"Denied Boarding"** means where the Carrier is unable to provide a Seat for a booked Passenger for operational reasons;
- 1.12 **"Domestic Flight"** means carriage wholly within the Republic of South Africa;
- 1.13 **"Fees, Fare Class and Charges"** means the current page titled "Fees and Charges" on our Website and in Schedule 1 to this Terms & Conditions;
- 1.14 **"Journey"** means a flight or series of flights pursuant to a Booking Confirmation;
- 1.15 **"Passenger", "you", "your" and "yourself"** means any person, except members of the crew, carried, or to be carried in an aircraft with our consent;
- 1.16 **"Premium Fare"** Includes 2 (two) 23kg (twenty-three kilogram) bags; special luggage (sport equipment and musical Instruments); Priority Boarding; free seat and unlimited changes, while difference in fare applies. The Premium Fare also includes the option to be refunded to voucher up to 24 (twenty-four) hours before departure with a R300.00 charge deducted from ticket value. The voucher will be valid for 24 (twenty-four) months. Also included in the Premium Fare is the Snack Special Service Request (FSR), limited to R60.
- 1.17 **"Sector"** means a flight from the departure airport to the arrival airport on a flight operated by us;

- 1.18 "Seat" means a seat in our aircraft and "Seating" shall have a corresponding meaning as the context may indicate;
- 1.19 "Service Animal" means any certified dog that assists a passenger who suffers from loss of vision; who is physically disabled; has cerebral palsy; balance instability; advanced Fibromyalgia; or who suffers from a hearing loss;
- 1.20 "Special Needs Application Form" means the form available on our Website to be completed in terms of Clause 6.5.3 of these Terms & Conditions;
- 1.21 "SMS" means short message service used in the context of providing a Booking Confirmation;
- 1.22 "Terms & Conditions" means these Terms and Conditions of booking and carriage;
- 1.23 "Unchecked Baggage" means any Baggage other than Checked Baggage including all items brought by you into the aircraft cabin;
- 1.24 "Uncontrollable Event" means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, government controls / restrictions / prohibitions / failures, rebellions or revolutions in any country, power outages and / or load shedding, industrial disputes, strikes or work stoppages of any kind or any other similar or dissimilar cause, or any other event or occurrence that is outside of our control that may result in a delay or a failure to comply with these Terms & Conditions;
- 1.25 "Voucher" means a redeemable non-transferable electronic flight value voucher that cannot be redeemed for cash, unless specified otherwise;
- 1.26 "We", "our", "ourselves", "us" means the Carrier;
- 1.27 "Weapons" means any item by virtue of its nature that could cause injury to human beings and endanger the safety of the aircraft, the crew and Passengers; and
- 1.28 "Website" means [www.flysafair.co.za](http://www.flysafair.co.za) provided by us for the purpose of Passengers making online bookings and to access information about us.

## 2 APPLICABILITY

### 2.1 General:

- 2.1.1 These Terms & Conditions apply to, the purchase of and the carriage by air or by other means of transportation including surface transportation of Passengers and Baggage performed by us or on our behalf and to any potential liability we may have in relation to such carriage and transportation;
- 2.1.2 **We accept no liability whatsoever for any connecting flights, onward connections or accommodation, transportation, meal or incidental costs or any consequential losses or costs as a result of any flight cancellations and/or delays;**
- 2.1.3 If you have been issued with a ticket and/or an itinerary in terms of which you are to be carried on another airline or check-in your Baggage for carriage on another airline, we do so only as agent for that other airline. The conditions of carriage of such other airline will apply. Unless otherwise advised in your itinerary, there are no Baggage transfer facilities available. It shall be your responsibility to ensure adequate time for interconnection between our flights and any flights booked through us on another airline, including allowing for adequate time to collect your Baggage from one flight and check it in for the next flight. **The Carrier does not guarantee connections, even where we issue you with a ticket and/or itinerary for you to be carried on another airline.**

- 2.2 Terms & Conditions prevail: except as provided in these Terms & Conditions, in the event of an inconsistency between these Terms & Conditions and any other provision of the conditions of contract or any other regulations we may have in dealing with particular subjects, these Terms & Conditions shall prevail.
- 2.3 Language: the language of these Terms & Conditions is English and even though there may be translations of these Terms & Conditions in other languages, English shall be the sole language used in the interpretation of these Terms & Conditions.
- 2.4 Overriding laws: if these Terms & Conditions or any part thereof is inconsistent with any legislation or regulation(s) of the Republic of South Africa, such legislation or regulation(s) shall prevail to the extent of the inconsistency. The invalidity of any provision shall not affect the validity of any other provision; such provision shall be regarded as severable from the remaining provisions.

### 3 VALIDITY

- 3.1 Proof of booking: the Booking Confirmation shall serve as *prima facie* proof of the contract for carriage between a Passenger and the Carrier. Carriage of a Passenger is subject entirely to these Terms & Conditions and any written authorised direction given by or on behalf of the Carrier to the Passenger.
- 3.2 Validity: the Booking Confirmation is only valid for the Passenger(s) named, and the flight(s) specified, therein subject to any subsequent changes in accordance with Clause 5.4 (reservation changes) below. Booking Confirmations are valid for 1 (one) year from the date of issue.
- 3.3 Identity: carriage will only be provided to the Passenger so named in the Booking Confirmation. You will be required to produce appropriate identification (refer Schedule 2) at check-in.

### 4 FARES

- 4.1 General: fares apply only to carriage by us from the airport at the point of origin to the airport at the point of destination. Fares exclude ground transport services between airports and town terminals unless otherwise specifically stated by us.
- 4.2 Taxes and insurance charges: **any tax, fee or charge imposed by a government or other authority or by the operator of an airport in respect of your use of any services or facilities will be included in our fares. Administration fees and charges shall be borne by you, unless otherwise specifically stated by us. Such taxes, fees and charges imposed on air travel are subject to change from time to time and can be imposed and/or amended after the date that your booking has been confirmed. You shall nevertheless be liable for such tax, fee or charge as and when they fall due prior to departure unless otherwise stated.**
- 4.3 Currency: fares and charges are payable in the currency prescribed by our published fares unless otherwise specifically agreed by us.
- 4.4 Accuracy: all fares, flight schedules and routes published are correct at the time of publication. We reserve the right to revise any fares and flight schedules at any time and from time to time without prior notice subject to Clause 8 (Schedules, Cancellations).
- 4.5 Applicable fares: are those published by us on our Website or on our behalf, whether electronically or by way of any other medium. Fares may include administration fees, service charges and other charges unless otherwise specifically stated by us.
- 4.6 Administration fee: In accordance with the provisions of the Consumer Protection Act 68 of 2008, **we reserve the right to charge an administration fee for any amendments made to the Booking Transaction, which are not included in the Booking Confirmation. Cancelled**

**reservations will attract a 100% (one hundred percent) administration fee if the Carrier is advised of a cancellation in less than 45 (forty-five) days before departure of the intended flight. Flights departing in more than 45 (forty-five) days will attract a 50% (fifty percent) administration fee. This rule will be applied to all bookings in all circumstances except in those circumstances contemplated in Clause 9.2.4.**

## 5 BOOKING OF SEATS / RESERVATIONS

- 5.1 Reservation requirements: the booking of a Seat is confirmed after full payment of the fare is received by us and a Booking Confirmation is issued to you indicating that payment is complete. Once confirmed, the booking can be cancelled subject to the provisions of Clause 10 hereunder.
- 5.2 Group bookings: these are governed by specific terms that vary from time to time. The following are general terms pertaining to group bookings subject to confirmation from ourselves:
- 5.2.1 groups shall be issued with additional group Terms & Conditions;
- 5.2.2 15 (fifteen) or more Passengers are considered to be a group;
- 5.2.3 group bookings can be facilitated by contacting the call centre or by completing a quotation application form on the Carrier's Website;
- 5.2.4 name changes, where applicable, are available for group bookings via our group bookings department only, and are subject to an administration fee chargeable per Passenger per flight;
- 5.2.5 **date and route changes are permitted at an additional administration cost chargeable per Passenger per flight;**
- 5.2.6 we require the full names of all Passengers flying as a group no less than 2 (two) weeks prior to the flight;
- 5.2.7 Passenger Seats will be released should you fail to make payment or provide Passenger details;
- 5.2.8 group Passengers will be able to purchase Checked Baggage not exceeding 20kgs (twenty kilograms). **A heavy bag fee (in accordance with Schedule 1) will be charged per bag at the airport exceeding 20kgs (twenty kilograms) but limited to 32kgs (thirty-two kilograms);**
- 5.2.9 **for operational reasons, extra bags can be pre-arranged through our Groups Department no later than 24 (twenty-four) hours prior to departure and will be at an additional cost per bag. Extra bags purchased at the airport will be at an additional cost per bag;**
- 5.2.10 groups are requested to check-in at least 2 (two) hours prior to their flight departure time; and
- 5.2.11 no refunds on groups will be permitted, except for the circumstances contemplated in Clause 9.
- 5.3 Emergency Exit Row Seating: please note that emergency exit row Seating, or any row directly forward or aft of an emergency exit, (for the purpose of safety during an evacuation) is restricted to Able-bodied Passengers over the age of 16 (sixteen) years. For the purposes of clarity, and in accordance with the requirements of clauses 91.07 and 121.07 of the South African Civil Aviation Regulations, the following persons may not occupy an emergency exit row Seat:
- 5.3.1 reduced mobility and special needs Passengers;

- 5.3.2 pregnant Passengers in accordance with the provisions of Clause 6.6;
- 5.3.3 young persons under the age of 16 (sixteen) years;
- 5.3.4 adults travelling with infants; and
- 5.3.5 any Passenger, based on the cabin crew's sole discretion and evaluation, not deemed to comply with the definition of an Able-bodied Passenger.
- 5.4 **Reservation changes:** no changes to the reservation will be allowed 4 (four) hours or less before the scheduled flight's departure time, and the Passenger shall be deemed to be a "no show". Any time prior to 4 (four) hours before the scheduled flight's departure time and depending on the Fare Class, you may change the booked flight to another flight subject to availability via our Website, call centre or at any of our airport offices, subject to the following conditions:
- 5.4.1 changes made through our call centre require immediate settlement by credit card. Changes made via our Website require immediate settlement by credit card or Secure Instant Deposit ("SID"). Changes confirmed at our airport offices may be paid in cash/credit card;
- 5.4.2 **depending on the Fare Class, an administration change fee will be charged per Passenger per Sector change in addition to the difference between the old and the new airfare;**
- 5.4.3 if the new flight booked is at a lower fare than that of the cancelled booked flight, the difference in fares will not be refunded to the Passenger and an administration change fee will still be charged per Passenger per Sector, subject to 5.4.2;
- 5.4.4 **if the new flight booked is at a higher fare than that of the booked flight, the difference in fares shall be paid by the Passenger** and an administration change fee will still be charged per Passenger per Sector, subject to 5.4.2;
- 5.4.5 **the change is not confirmed until we issue you an updated Booking Confirmation;** and
- 5.4.6 all additional charges stipulated in Schedule 1 are non-refundable.
- 5.4.7 Free changes applicable to the "Standard Fare" are not applicable once a flight has been missed.
- 5.5 **Payment:** Electronic Funds Transfer ("EFT") and cash deposit payments must be received by us within 24 (twenty-four) hours following the provisional booking in order for the booking to be finalised. In the event that the fare has not been paid in full, we reserve the right to cancel the booking at any time prior to check-in and/or to disallow you from boarding the aircraft. The unique booking reference as per your Booking Confirmation must be used as the only reference for all EFT payments relating to your Booking Transaction. Failure to use the correct reference shall result in your booking being cancelled;
- 5.6 **Personal data:** You hereby acknowledge and agree that your personal data has been given to us for the purposes of making a booking for carriage and providing you with confirmation of that booking, and facilitating the provision of services related to your flight, accounting, billing and auditing, checking credit or other payment cards, security, administrative and legal purposes, credit card issuance, systems testing, maintenance and development, statistical analysis, and helping us in any future dealings with you; and
- 5.7 **Seating:** Whist we offer a preferred Seating service, we cannot guarantee any particular Seat. We reserve the right to assign or reassign Seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons. No smoking is permitted on

- any of our flights. **You agree to accept any Seat that is made available to you onboard the aircraft by our flight crew.**
- 5.8 Check-in, deadlines and conditions: you must arrive at the airport sufficiently in advance of the scheduled flight departure time to permit completion of any airport formalities and check-in procedures. Our airport check-in counters (and Baggage drop facilities) will be **open 2 (two) hours before** the scheduled flight departure time and will **close strictly 40 (forty) minutes before departure**. It is your responsibility to ensure that you comply with these deadlines, particulars of which will be available to you at the time you make your booking. In any event we reserve the right not to check you in if you arrive at our airport check-in counter less than 40 (forty) minutes before the scheduled departure time of your flight. Without deviating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check-in without any liability to us and without having to refund to you any fare paid;
- 5.9 Requirements for airport check-in: during check-in you are required to present certain information relating to your flight and identity. Information required to be presented at check-in is: the Booking Confirmation for the flight and any acceptable form of photo identification, as set out in Schedule 2. Minors under the age of 2 (two) years are not required to check-in as they are not required to book a Seat for themselves, however proof of the minor's age in the form of a birth certificate or passport must be presented by the accompanying adult. Please refer to Schedule 2 for all identification document requirements;
- 5.10 Online check-in: an online check-in is available via our Website for all Passengers. There will be a designated bag drop off counter available at our departure destinations for this purpose. Passengers will still be required to bring the identification contemplated in Clause 5.9 above. The online check-in facility will be available 24 (twenty-four) hours before the scheduled departure time and shall close 1 (one) hour prior to departure;
- 5.11 Missed flights: a Passenger is deemed to have missed their flight if they fail to present themselves for either check-in or boarding within the timelines stipulated in these Terms and Conditions, regardless of the circumstances resulting in this lateness, with the exception of circumstances contemplated in Clause 9.2.4.
- 5.11.1 In the event that a Passenger arrives at the Carrier's airport counter after check-in has closed, but before the aircraft has departed, that passenger will have the option to change their reservation to a later flight subject to the administration fees and Terms and Conditions as outlined in this document. Alternatively, the Passenger will have the option to go on standby for the next available flight for an applicable fee, as outlined in Schedule 1.
- 5.11.2 In the event that a Passenger arrives at the Carrier's airport counter after the aircraft has departed, but within 1 (one) hour of said departure, the Passenger will be able to change their reservation to a later flight subject to the administration fees and Terms and Conditions as outlined in this document.
- 5.11.3 Any Passenger who fails to present at the Carrier's Airport Counter, or presents 1 (one) hour or more after the departure of their flight, will forfeit the ticket and will not be refunded.
- 5.12 Boarding: **Boarding opens 30 (thirty) minutes prior to departure and closes strictly 15 (fifteen) minutes before departure. Passengers arriving late at the boarding gate will not be accepted for travel, and will be deemed to have missed their flight;**



- 5.13 Priority Boarding: Subject to these Terms and Conditions of Booking and Carriage and at participating airports only, Priority Boarding can be added per person/per flight at the rates published when making a reservation. If you have purchased Priority Boarding and report to the boarding gate no less than thirty (30) minutes prior to flight departure, you will be able to proceed towards the aircraft before passengers who have not purchased Priority Boarding. Priority Boarding will be kept open for such time as is required for those passengers immediately present to board the aircraft. To close Priority Boarding is at our sole discretion. Should you report at the relevant boarding gate after Priority Boarding has been closed, you will have to board the aircraft with the remainder of the passengers. In such instances, the Priority Boarding purchased will be null and void and you will not be refunded the Priority Boarding purchase price for any reason whatsoever.
- 5.14 Standby: Should you have missed your original flight, and have presented yourself at the airport within the timelines stipulated in 5.11.1, you may apply for standby for the next available flight based on a first come first serve basis. An applicable cash service fee shall be charged as outlined in Schedule 1. A Standby Passenger must travel on the next available seat departing on the intended route. Should the next flight not have available seats, the Standby option will roll-over until a free seat is identified;
- 5.15 No-show: **if you fail to arrive at the Carrier's airport counters, or only arrive at said counters more than 1 (one) hour after the departure of your flight, you will be regarded as a no-show and the fare you paid will not be refunded to you for any reason whatsoever, save for the circumstances contemplated in Clause 9.2.4;**
- 5.16 Travel documents: **you are solely responsible for obtaining and must possess and have available for presentation, as required by the relevant authorities at all points of entry and exit, any health and other documentation required by legislation, regulations, orders, demands or requirements of the Republic of South Africa. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such legislation, regulations, orders, demands or requirements;**
- 5.17 Passenger responsible for fines, detention costs: **should we be required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with the legislation or regulations of the Republic of South Africa, you shall on demand reimburse to us any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any carriage unused by you, or any funds due to you in our possession;** and
- 5.18 Security inspections: you shall submit to any security or health checks required by government or airport officials or by us.

## 6 REFUSAL AND LIMITATION OF CARRIAGE

- 6.1 Right to refuse carriage: we may refuse carriage of you or your Baggage if, in the exercise of our reasonable discretion, we determine that:
- 6.1.1 such action is necessary for reasons of safety or security;
- 6.1.2 you are deemed to have missed your flight as per the conditions stipulated in Clause 5.11;
- 6.1.3 such action is necessary in order to comply with any applicable laws and regulations of the Republic of South Africa;
- 6.1.4 your conduct, status, age, mental or physical condition or the physical condition of your Baggage is such as to:

- 6.1.4.1 require special assistance; or
- 6.1.4.2 cause harm or discomfort or is in some way objectionable to other Passengers or our crew; or
- 6.1.4.3 involve any hazard or risk to yourself or other Passengers, crew or to any property.
- 6.1.5 you have committed misconduct on a previous flight;
- 6.1.6 you have not observed, or are likely to fail to observe our instructions;
- 6.1.7 you have refused to submit to a security check;
- 6.1.8 the applicable fare or any charges or taxes payable have not been paid; or credit arrangements agreed between us and you (or the person paying the fare) have not been adhered to;
- 6.1.9 the payment of your fare is fraudulent;
- 6.1.10 you do not have the proper documents for travel;
- 6.1.11 the booking of your Seat has been done fraudulently or unlawfully or has been purchased from a person not authorised by us;
- 6.1.12 the credit card by which you paid the fare has been reported lost or stolen;
- 6.1.13 the Booking Confirmation is counterfeit or was fraudulently obtained;
- 6.1.14 the Booking Confirmation has been altered by someone other than us or our authorized agent(s), or has been damaged (in which case we reserve the right to retain such documentation); and/or
- 6.1.15 the person checking in or boarding cannot prove that he is the person named as the Passenger on the Booking Confirmation (we reserve the right to retain such Booking Confirmation in this circumstance).

6.2 No-Fly List:

- 6.2.1 Notwithstanding the Carrier's right to refuse you carriage as set out in clause 6.1 and clause 10 hereof, we also hereby reserve the right to add your name to the Carrier's No-Fly List.
- 6.2.2 Any contravention of the provisions of clause 6.1 or clause 10 or any contravention of any applicable laws and regulations of the Republic of South Africa, will, at the Carrier's sole and absolute discretion, cause that you be banned from making use of the Carrier's services and that your name be added to the Carrier's No-Fly List.
- 6.2.3 By accepting these General Terms and Conditions of Booking and Carriage, you further consent to the Carrier supplying the No-Fly List to third parties as well as any State owned enterprise or regulatory bodies, in order to enforce the ban hereby imposed.
- 6.2.4 It will further be at the Carrier's sole discretion to determine the period of the ban and/or whether to have you removed from the No-Fly List or not.

6.3 Infants:

- 6.3.1 For the purposes of these Terms & Conditions, an infant is any child under the age of 2 (two) years (on the date of travel). Infants may fly at the prevailing administration fee per Sector provided he/she sits on an adult's lap (an approved safety restraint for the infant shall be provided);

- 6.3.2 only 1 (one) infant is allowed per 1 (one) adult, per 3 (three) Seats on either side of the aisle;
- 6.3.3 one baby Seat or perambulator/stroller per child under the age of 3 (three) years old is allowed to travel with the Passenger free of charge within the aircraft hold;
- 6.3.4 infants must be accompanied by their parents or a legal guardian and proof of such relationship shall be provided upon request;
- 6.3.5 although infants do not occupy a Seat they must however be reflected on the Booking Confirmation;
- 6.3.6 a child over the age of 2 (two) years will require their own Booking Confirmation and separate Seat like any other Passenger;
- 6.3.7 a carry-on bag for the infant is allowed, provided it complies with the required dimensions;
- 6.3.8 Passengers with infants or children under the age of 16 (sixteen) will not be allowed to sit in any emergency exit rows (as per Clause 5.3.4);
- 6.3.9 newborn babies less than 7 (seven) days old will not be accepted for carriage; and
- 6.3.10 infants will be charged a percentage of the adult fare.
- 6.4 Unaccompanied children: may be carried as Passengers subject to the following:
- 6.4.1 children below 12 (twelve) years of age will not be accepted for carriage unless they are accompanied by a Passenger who is a parent or his/her legal guardian or minder 16 (sixteen) years of age or over the age of 16 (sixteen) years, who will take full responsibility for the child. A maximum of 5 (five) children per parent, legal guardian or minder will be allowed;
- 6.4.2 young persons over the age 12 (twelve) years of age (inclusive) may be accepted for carriage unaccompanied on the request of his/her parent or legal guardian. The respective parent or legal guardian must remain at the airport until the departure of the flight; and
- 6.4.3 persons 16 (sixteen) years of age and above may travel unaccompanied.
- 6.5 Reduced mobility and special needs passengers: For safety reasons we can carry only a maximum of 2 (two) Passengers per flight who have reduced mobility and who require special assistance at the airport or on board. Due to this constraint, Passengers should request availability of space on the aircraft before making a reservation.
- 6.5.1 bookings for Passengers with reduced mobility must be made via our Website or call centre. Arrangements for assistance for Passengers will be made during the booking process. The Special Needs Application Form must be completed reflecting all relevant information and can be found on our Website during the booking process. The completed Special Needs Application Form together with all relevant information as may be required by us, must be submitted within 24 hours of making the booking, failing which and if the service is no longer available, changes would need to be made to a flight that has the service available and administration charges and / or penalty fees as well as airfare difference, will apply for those flight changes.
- 6.5.2 Special needs will only be confirmed subject to availability. Failure to notify us as set out herein will result in the service being unavailable upon your arrival at the airport and you being refused carriage;

- 6.5.3 Passengers unable to ascend /descend aircraft stairs will be loaded onto selected flights only due to operational constraints;
- 6.5.4 Service Animals
- 6.5.4.1 We permit Service Animals used by an individual with a disability to accompany such individual in the Passenger cabin at no charge.
- 6.5.4.2 We will accept as evidence that the animal is a Service Animal, the presentation of a letter of the South African Guide Dog Association or any proof that the animal is a registered South African Guide Dog, or other written documentation or identification of the animal being a Service Animal.
- 6.5.4.3 We will permit a Service Animal to accompany a qualified individual with a disability at either a bulkhead Seat or a Seat other than a bulkhead Seat, as the individual prefers, unless the Service Animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Service Animals may not occupy a Seat.
- 6.5.4.4 A trained Service Animal accompanied by a trainer will be permitted to travel aboard our aircraft only if the Service Animal is being delivered to the domicile of an individual with a disability who either owns or, upon delivery, will take immediate ownership of the Service Animal for that individual's personal use. No additional charge will be assessed for carriage of a trained Service Animal being delivered to the domicile of the animal's owner under such circumstances.
- 6.5.4.5 Service Animals in training will be accepted by us for transport.
- 6.5.5 subject to prior arrangement, wheelchairs may be arranged from our check in counters to be used inside the airport terminals and to and from the aircraft only;
- 6.5.6 We do not provide onboard medical oxygen on our flights. You may carry on board and use your own portable oxygen concentrators for all other flight segments;
- 6.5.7 If there is any question as to your ability to travel the duration of a flight without the use of medical oxygen, we may request documentation from a licensed medical physician to verify that you can complete the flight safely and without the use of medical oxygen;
- 6.5.8 A Portable Oxygen Concentrator ("POC") is a machine that takes normal room air and, using a series of sieves, filters, and a compressor, removes nitrogen from the air, increasing the oxygen content of the resulting air to up to 96%. POC's are allowed in Checked Baggage and should be packed to prevent damage, due to their fragile nature. The requirements below are only if the POC is to be used onboard.
- Note: An oxygen concentrator is not to be confused with compressed oxygen which is prohibited on any our aircraft.
- 6.5.9 Specific models of oxygen concentrators are approved for onboard use as long as you meet the following requirements:
- 6.5.9.1 You must contact our call centre and advise of the intended use of the POC and model type.
- 6.5.9.2 You must travel with an approved model of POC.
- 6.5.9.3 The POC must have a manufacturer's label attached indicating that it has been approved for use on aircraft (does not need to be a FAA issued label).

- 6.5.9.4 The POC is used in its battery-operated mode during the flight. (We do not have electrical outlets onboard for commercial product use.)
- 6.5.9.5 You must have a sufficient number of fully-charged batteries to cover the duration of the flight and anticipated delays.
- 6.5.9.6 Extra batteries must be packed for carry-on in a manner to prevent a short circuit. (Battery terminals must either be recessed or packaged so as to prevent contact with metal objects, including terminals of other batteries.)
- 6.5.10 You must have a letter from your physician on his / her official letterhead with a validity date of no more than one week prior to flight departure date. The letter must include the following information:
  - 6.5.10.1 Whether you are able to operate the device, recognize and respond appropriately to its alarms; and if not, that you are traveling with a companion who is able to perform these functions.
  - 6.5.10.2 The maximum flow rate corresponding to the pressure in the cabin under normal operating conditions. (Cabins are pressurized to an altitude of 8,000 feet.)
  - 6.5.10.3 You must check-in with one of our crew members at the airport on the day of departure for a boarding pass no later than one hour from departure and must present the POC and paperwork for inspection by our crew member.
- 6.5.11 Approved POC Models for use on our aircraft:
  - 6.5.11.1 AirSep FreeStyle;
  - 6.5.11.2 AirSep LifeStyle;
  - 6.5.11.3 AirSep Focus;
  - 6.5.11.4 AirSep Freestyle 5 (PDF);
  - 6.5.11.5 (Caire) SeQual eQuinox / ;Oxywell (model 4000);
  - 6.5.11.6 Delphi RS-00400 / Oxus RS-00400;
  - 6.5.11.7 DeVilbiss Healthcare iGo;
  - 6.5.11.8 Inogen One;
  - 6.5.11.9 Inogen One G2;
  - 6.5.11.10 Inogen One G3;
  - 6.5.11.11 Inova Labs LifeChoice Activox;
  - 6.5.11.12 International Biophysics LifeChoice / Inova Labs LifeChoice;
  - 6.5.11.13 Invacare XPO2;
  - 6.5.11.14 Invacare Solo 2;
  - 6.5.11.15 Oxylife Independence Oxygen Concentrator;
  - 6.5.11.16 Precision Medical EasyPulse;
  - 6.5.11.17 Respiroics EverGo;
  - 6.5.11.18 Respiroics SimplyGo;
  - 6.5.11.19 Sequal Eclipse;

- 6.5.11.20 SeQual SAROS;
- 6.5.11.21 VBox Trooper.
- 6.5.12 Instructions for Onboard POC use
- 6.5.12.1 Approved POCs that will be used during any phase of flight must be stowed completely underneath the seat in front of the customer using the POC. As a result, the customer may not be seated in a bulkhead seat.
- 6.5.12.2 Stowage of the POC during takeoff and landing will be required in the overhead compartment to comply with SACAA requirements.
- 6.5.12.3 In accordance to SACAA Safety Regulations, a customer using a POC may not occupy an emergency exit seat.
- 6.5.13 Liquid oxygen is prohibited on our aircraft, unless it can be verified that the liquid oxygen unit is empty by way of a gauge or colour indicator. An empty unit can be transported so long as the valve remains open for the duration of the flight. The regulator must be removed and transported separate to the bottle;
- 6.6 Pregnant Passengers: Passengers who are pregnant are urged to consult with their physician to determine whether it is safe to travel by air, including with due consideration to the possibility of turbulence, cabin pressurization, a significantly increased risk of deep vein thrombosis associated with pregnancy and lack of ready access to medical care. This is particularly important for women in their ninth month of pregnancy, who are urged to obtain an examination from her physician shortly before flying to confirm that flying by air will be safe. Women with a history of complications or premature delivery should not fly at all. **By travelling with us, pregnant women acknowledge and accept these risks. Expectant mothers may travel up to 28 (twenty-eight) weeks with no medical certificate. From 28 (twenty-eight) to 35 (thirty-five) weeks a doctor's note is required. From the start of the 36<sup>th</sup> week of pregnancy expectant mothers will not be accepted for travel.**

## 7 BAGGAGE

- 7.1 Items unacceptable as Baggage or to be carried inside Baggage: We reserve the right to refuse carriage of such Baggage or such items found in Baggage as follows:
  - 7.1.1 items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
  - 7.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in our Terms & Conditions and Conditions of Contract. Carriage of prohibited items is deemed to be a criminal offence and shall be treated as such;
  - 7.1.3 items which in our reasonable opinion are unsuitable for carriage by reason of their weight, shape, size or character;
  - 7.1.4 fragile or perishable items;
  - 7.1.5 live or dead animals;
  - 7.1.6 human or animal remains;
  - 7.1.7 fresh or frozen seafood or other meats. Such items may be carried on board as Unchecked Baggage and/or as Checked Baggage only if we are satisfied that they have been properly packed. Strictly only styrofoam and/or cooler boxes that contain dry

food/non-perishables are allowed to be checked-in after inspection of contents by relevant authorities. Should Passengers refuse inspection, we have the right to reject admission of Baggage. No compensation will be offered for items that spoil as a result of temperature, or delayed delivery of luggage;

- 7.1.8 firearms and ammunition;
- 7.1.9 explosives, flammable or non-inflammable gas (such as aerosol paints, butane gas, lighter refills, BB gun CO2 cartridges, grease), refrigerated gas (such as filled aqualung cylinders, liquid nitrogen), flammable liquids (such as paints, thinners, solvents), flammable solids (such as matches, fire lighters), organic peroxides (such as resins), poisons, infective substances (such as viruses, bacteria), radioactive material (such as radium), corrosive materials (such as acid, alkali, mercury, thermometers), magnetic substances, oxidizing materials (such as bleaches); and/or
- 7.1.10 Weapons including but not limited to pellet guns, BB guns, replica guns, antique firearms, swords, knives and similar items, cannot be carried onto the aircraft for any reason whatsoever.
- 7.2 If any item referred to in any part of this Clause is carried, whether they are prohibited or not from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Terms & Conditions applicable to the carriage of Baggage. Any of abovementioned items not declared to the airline or identified to cabin Baggage at the security screening points will be confiscated by the Airports Company of South Africa (“ACSA”) security and not returned to you. ACSA security must fill in a form detailing the event. The confiscated articles are kept by ACSA or at the police station nearest to the airport. We accept no liability whatsoever regarding the loss of the above mentioned articles.
- 7.3 **Valuable and fragile goods: The Carrier undertakes that in the handling, safeguarding and utilization of a Passenger’s property, the Carrier and associated parties will exercise the degree of care, diligence and skill that can reasonably be expected in terms of the Carrier’s responsibility for managing the property belonging to another person. It is specifically recorded that Baggage will be handled by the Carrier’s ground handling partner and the relevant safety authorities at the relevant airports, and that such handling procedures are part mechanical and part manual. As such, by accepting these Terms and Conditions, Passengers understand that they should not check-in any valuables or fragile items as Baggage, nor should your Baggage contain any such valuable or fragile items. Where valuable or fragile items are checked in as Baggage, or such valuable or fragile items are packed or placed in you Baggage, you as Passenger, agree that you do so at your own risk. Such items include but are not limited to; medication, perfumes and fragrances, clothing and accessories, money or any form of currency or payment instrument, jewelry, fragile musical instruments, artwork, cutlery or crockery, specialized equipment, power tools, house and car keys, precision instruments, precious metals, electronic devices, computers, cameras as well as related attachments or accessories, video equipment, mobile phones, audio and video equipment, iPods, GPS equipment, negotiable instruments, securities or other valuables, passports and other identification documents, title deeds, artifacts and manuscripts;**
- 7.4 **Right to search:** for reasons of safety and security, we shall require you to undergo a search, either by x-ray and/or another type of scan on your person and/or your Baggage. We reserve the right to search your Baggage in your absence should you be unavailable at the time of the search, for the purpose of determining whether you are in possession of or whether your Baggage contains any unacceptable or prohibited items. Should you refuse to comply with such searches

or scans we reserve the right to refuse carriage without refunding your fare and without any other liability to you. In the event that a search or scan causes injury to you or Damage to your Baggage, we shall not be liable for such injury or Damage unless the same is due to our fault or negligence. If required, you must attend the inspection of your Baggage, checked or unchecked, by any officials (including customs officials or other government officials). **We will not be liable for any loss or Damage suffered by you through your failure to comply with this requirement unless due to an act or an omission on our part done with intent to cause Damage or recklessly and with knowledge that Damage would probably result;**

7.5 Checked Baggage:

- 7.5.1 "Lite" fares do not include a Checked Baggage allowance, which has to be purchased separately, either during the initial booking, or after the fact. Checked Baggage purchased on our website is sold at a lower price than Checked Baggage added at the airport before departure.
- 7.5.2 Baggage check-in shall commence 2 (two) hours prior to each scheduled departure of a flight and shall close 40 (forty) minutes prior to scheduled departure of a flight;
- 7.5.3 upon delivery to us of the Baggage to be checked in, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage;
- 7.5.4 Checked Baggage must have your name or other personal identification affixed securely to it;
- 7.5.5 Checked Baggage will be carried on the same aircraft as the Passenger it belongs to unless we decide for safety, security or operational reasons to carry it on an alternative flight, in which case you shall be notified;
- 7.5.6 **any Baggage in excess of 20kgs (twenty kilograms) including shared Baggage will be considered a heavy bag and an additional administrative fee will be charged as detailed in our Fees and Charges.** A maximum limit of 32kgs (thirty-two kilograms) shall be applied to each individual piece of Checked Baggage;
- 7.5.7 sporting equipment will be charged for separately as per the fee structure outlined in Schedule 1 hereunder, and may not exceed 32kg (thirty two kilograms), subject to such sporting equipment being in compliance with the maximum dimensions for checked in Baggage as per Clause 7.5.10;
- 7.5.8 if bags have been checked in online please ensure that you drop your bags at the bag drop zone at least 40 (forty) minutes prior to departure;
- 7.5.9 **any bags weighing in excess of 32kgs (thirty-two kilograms) must be transported as cargo at your own cost and will not be carried on the same flight as you. Carriage of cargo will need to be arranged separately by the Passenger;**
- 7.5.10 maximum dimensions for Checked Baggage are 90 x 75 x 43 (ninety by seventy-five by forty-three) centimeters (or 35.5 x 29.5 x 16 (thirty-five point five by twenty-nine point five by sixteen) inches); and
- 7.5.11 you are entitled to purchase extra Checked Baggage up to a limit of 20kgs (twenty kilograms) at an additional administrative fee stipulated in our Fees and Charges.

7.6 Sporting equipment:

- 7.6.1 **If you have purchased a sporting equipment bag and you exceed your sporting equipment Baggage allowance of 32kgs (thirty-two kilograms), you will be charged for an extra bag.**



- 7.6.2 Bicycles must be disassembled and packed according to aircraft requirements and checked in no later than 90 (ninety) minutes prior to departure. Guidelines for disassembly and packing of bicycles are as follows:
- 7.6.2.1 remove front wheel, partially deflate the tyres to reduce the risk of Damage;
  - 7.6.2.2 turn the handlebars so they are in line with the frame;
  - 7.6.2.3 remove any attachments, including pedals;
  - 7.6.2.4 ensure the gearing is especially well protected;
  - 7.6.2.5 protect the frame with bubble wrap;
  - 7.6.2.6 shift to the highest gear;
  - 7.6.2.7 pack your bicycle in a box or a specially manufactured bike case;
  - 7.6.2.8 place any accessories in the box;
  - 7.6.2.9 only bike parts must be packed in the box; and
  - 7.6.2.10 no part of the bike must protrude out of the box. Seal, label and tag.
  - 7.6.2.11 Compressed gas canisters used for the inflation of bicycle tyres will not be permitted aboard the aircraft as either Checked or Unchecked Baggage.
- 7.7 Unchecked Baggage: a maximum of 2 (two) pieces of Baggage will be allowed to be carried on board the aircraft. The larger of the two, shall not exceed the dimensions of 56cm X 36cm X 23cm (fifty-six by thirty-six by twenty-three) centimeters and shall not weigh more than 7kgs (seven kilograms). Such Baggage must fit in an enclosed storage compartment in the cabin. The smaller of the two, shall not exceed the dimensions of 40cm X 15cm X 20cm (fourty by fifteen by 20) centimeters. Such baggage must fit under the seat in front of you.
- 7.7.1 If a passenger presents at check-in with items determined by us to be of excessive weight or size and not in compliance with the restrictions as defined in 7.7, or items permissible as check-in luggage but not as hand luggage as outlined in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), such items will not be permitted on board and will be carried as Checked Baggage in the hold at an additional cost of R 250 (Two hundred and fifty Rand).
  - 7.7.2 If a passenger presents at the boarding gates with items determined by us to be of excessive weight or size and not in compliance with the restrictions as defined in 7.7, or items permissible as check-in luggage but not as hand luggage as outlined in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), the passengers will have the choice to forfeit the flight, or pay a fine of R 250 (Two Hundred and Fifty Rand), payable at the boarding gates before boarding.
- 7.8 Objects not suitable for transport in the cabin compartment will be transportation in the hold of the aircraft subject to availability;
- 7.8.1 In accordance with Civil Aviation Legislation, all unchecked items must be stowed in the overhead compartments or under the seat in front of you for take-off, taxi and landing. No loose items will be permitted in the cabin of the aircraft including, but not limited to, electronics, artworks, musical instruments, wedding dresses, or baked goods.

- 7.8.2 Alcoholic beverages may be carried aboard the aircraft subject to the limited quantities defined by the Civil Aviation Authority. It is specifically recorded that no alcoholic beverages other than those purchased aboard the aircraft under the Carrier's Liquor License may be consumed aboard the aircraft.
- 7.9 Lost/Damaged Baggage: must be reported upon arrival to the lost property agent as well as the airport police, to obtain a police report number, within 24 (twenty-four) hours and the relevant documentation must be completed in order for us to process and evaluate your claim. Assessment of your Damaged Baggage must be done immediately upon arrival by the lost property agent. All lost property found on our aircraft or at our boarding gate stations will be logged and kept in safe storage at our Lost Property Office at our Johannesburg head office for a period of **90** (ninety) days whereafter the item is disposed of or donated to good will. Sending all recovered items to our head office is the most secure way of keeping your lost item safe. It can take up to two working days for your item to be received and processed. We recommend that you wait this period of time before contacting us about your item. It is specifically recorded that we take no responsibility whatsoever for items left on board. If we find the item(s) you are looking for, we will contact you to arrange for collection of the item from FlySafair head office. For further information please refer to our luggage and liability policies as stated in these Terms and Conditions as well as our Lost Property Policy <https://www.flysafair.co.za/travel-tools/lost-found>;
- 7.9.1 **The Carrier undertakes that in the handling, safeguarding and utilization of a Passenger's property, the Carrier and associated parties will exercise the degree of care, diligence and skill that can reasonably be expected in terms of the Carrier's responsibility for managing the property belonging to another person. It is specifically recorded that Baggage will be handled by the Carrier's ground handling partners, and the relevant safety authorities at the relevant airports, and that such handling procedures are part mechanical and part manual. As such, by accepting these Terms and Conditions, the Passenger understands that it can be reasonably expected that certain damage including, but not limited to, the breakage of handles, zips, protrusions, and wheels may occur in the general handling of these items and that the airline will accept no liability for such damages.**
- 7.10 Collection and delivery of Baggage: you shall collect your Baggage as soon as is reasonably possible once the Baggage is available for collection at your destination. **If you do not collect it within a reasonable time and the Baggage needs to be stored at our premises, we may charge a storage fee. If Checked Baggage is not claimed within 3 (three) months of the time it was made available to you, we may dispose of it without any liability to you;**
- 7.11 Only the bearer of the Baggage Identification Tag delivered to the Passenger at the time the Baggage was checked in is entitled to delivery of Baggage. **If a person claiming the Baggage is unable to produce a Baggage Identification Tag for identification of the Baggage, we will deliver the Baggage to such person only on condition that he has established to our satisfaction his right to such Baggage, and if required by us, such person shall furnish adequate security to indemnify us for any loss, Damage or expense which may be incurred by us as a result of such delivery;**
- 7.12 Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is reasonable evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage between us and the Passenger unless proven otherwise. Our responsibility towards you in respect of Baggage shall end when the Baggage is delivered to the Baggage carousel at the point of destination;

- 7.13 Other conditions: other conditions relating to the carriage of your Baggage, including but not limited to carriage of sporting equipment and musical instruments, are available on our Website on the "Checked Luggage" page. We will not accept any liability for scratches, cosmetic or minor damage to Baggage, including but not limited to damage to wheels, zips and locks, nor for any items protruding from Baggage, such as handles or trolleys; and
- 7.14 Responsibility for delivery of lost Baggage: we accept no responsibility for delivery of lost Baggage. Such delivery costs shall be for your account.

## 8 SCHEDULES, CANCELLATIONS AND DELAYS

- 8.1 Schedules: we will use our best efforts to avoid any delay in the carriage of you and your Baggage. We will endeavour to adhere to published schedules in effect on the date of travel. However, the times shown in timetables, schedules or elsewhere are subject to change, at any time and we shall not be liable in any way whatsoever for any loss incurred by Passengers as a result of such change;
- 8.2 Cancellation, delays and changes of schedules: at any time after a booking has been made we may change our schedules and/or cancel, terminate, divert, postpone, reschedule or delay any flight where we reasonably consider this to be justified by circumstances beyond our control or an Uncontrollable Event, or for reasons of safety, or commercial reasons.
- 8.3 In the event of such flight cancellation or changes to the schedule **less than 2 (two) hours before the scheduled flight**, the Passenger may elect, either to:
- 8.3.1 be carried at the earliest opportunity on another of our scheduled services on which space is available, either on the day in question, or on the following day, on the same route as per the original booking without additional charge,
- 8.3.2 receive a full refund for the impacted Sector and where elected any other unused Sector in the Booking Transaction in accordance with these Terms & Conditions. Clause 9.4 stipulates the manner in which refunds will be made to the Passenger.
- 8.4 In the event of such flight cancellation or schedule changes being made by the Carrier **more than 2 (two) hours before the scheduled flight** and such cancellation or changes are in excess of 1 (one) hour to the original schedule, the Passenger may elect, either to:
- 8.4.1 be carried at the earliest opportunity on another of our scheduled services on which space is available, either on the day in question, or on the following day, on the same route as per the original booking to the same destination on which space is available without additional charge,
- 8.4.2 receive a full refund for the impacted Sector and where elected any other unused Sector in the Booking Transaction in accordance with these Terms & Conditions, subject to Clause 17. Clause 9.4 stipulates the manner in which refunds will be made to the Passenger.
- 8.5 In the event of a flight being delayed for more than 4 (four) hours after the scheduled departure time, the Passenger may elect, either to:
- 8.5.1 be carried at the earliest opportunity on another of our scheduled services on which space is available, either on the day in question, or on the following day, on the same route as per the original booking to the same destination on which space is available without additional charge,
- 8.5.2 receive a full refund for the impacted Sector and where elected any other unused Sector in the Booking Transaction in accordance with these Terms & Conditions, subject to

Clause 17. Clause 9.4 stipulates the manner in which refunds will be made to the Passenger.

8.6 Where a cancellation or significant alteration is made to our schedule before the date of your departure, we will use reasonable efforts to inform you of any such cancellation or alteration using the information provided to us at the time of making the reservation.

## 9 REFUNDS

9.1 After payment has been made and a Booking Confirmation has been received the purchase of tickets is deemed to be final. Passengers have the right to cancel a flight reservation at any time prior to the scheduled flight, subject to the following administration fees levied in accordance with Section 17(3)(B) of the Consumer Protection Act 68 of 2008:

9.1.1 Cancellation requests for flights departing in 45 (forty-five) days or more will be subject to a 50% cancellation charge;

9.1.2 Cancellation requests for flights departing in less than 45 (forty-five) days will be subject to a 100% cancellation charge;

9.2 Passengers are eligible for full refunds in the following circumstances:

9.2.1 where the flight is cancelled by us in terms of Clause 8.2, 8.3 and 8.4 above; where we are unable to honour your reservation, resulting in you being Denied Boarding. If you elect to claim a refund as contemplated in clause 8.3.2 and 8.4.2, the refund will be made in the manner as set out in Clause 9.4;

9.2.2 In terms of Section 47(3) of the Consumer Protection Act 68 of 2008 where the Carrier over-books a flight, but only on the condition that alternative compensation or services were not accepted as provided for in Section 47(4);

9.2.3 In terms of Section 16(3) of the Consumer Protection Act 68 of 2008 where the consumer retains the right to cancel a reservation within a 5-day cooling-off period after making a booking as the result of direct marketing. The Carrier retains the right to request evidence of the direct marketing in question to process the claim;

9.2.4 In terms of Section 17(5) of the Consumer Protection Act 68 of 2008 where the Passenger is unable to travel as a result of said passenger's death or hospitalisation;

9.2.5 Notwithstanding any other terms or provisions hereof, all refund applications are to be submitted to the Carrier prior to a Passenger's scheduled flight. Failure to do so will forfeit the Passenger's application for a refund. Any supporting documentation required by the Carrier in support of the Passenger's application for a refund, should be submitted within 3 (three) days. Failure to do so will forfeit the Passenger's application for a refund. The Carrier will process the application for a refund within 21 (twenty one) days of receiving all required documentation, and the Passenger accepts that it may take longer for funds to reflect in the relevant bank account due to interbank clearing periods.

9.3 **Refunds will not be granted where:**

9.3.1 **Passengers have failed to check-in;**

9.3.2 **Passengers have not proceeded through airport security within the allotted time;**

9.3.3 **Passengers have failed to present themselves at the boarding gates within the allotted time in accordance with the provisions of Clause 5.12;**

9.3.4 **the Passenger has failed to make a claim for the Refund; and/or**

9.3.5                    **the booking was made fraudulently**

9.4                    **Refunds made in foreign currency will be calculated at the original exchange rate at the time of refund payments calculated back to the base currency being South African Rand. No cash refunds will be processed at any of our airport ticket sales offices. All refunds will be done either by voucher to the Passanger concerned or the refund shall be made in the same mode of payment as was originally made and to the person who paid for the booking, upon presentation of identification and satisfactory proof of such payment. The manner in which a refund will be made (either voucher or EFT payment) is at our sole and absolute discretion.**

9.5                    **We will not provide meals or accommodation or accept any further liability for Denied Boarding, delayed flights or changes in schedule.**

9.6                    **Covid-19 Refunds:**

9.6.1                The provisions of this Clause 9.6 **only applies to bookings made before 15 March 2020** and further only takes precedence over the provisions of Schedule 1 to this Agreement, as far as it relates to Refunds to Voucher provided for in the different fare classes. We reserve the right, at our sole and absolute discretion, to amend or cancel any provision set out in this Clause 9.6, without prior notification to you or amendment of this Agreement.

9.6.2                Premium Fare: Normal services and options apply as set out in Schedule 1, however, should you wish to cancel your booking due to COVID-19 and elect to be refunded to voucher, this voucher will be valid for 6 (six) months only and not 24 (twenty four) months. No additional charges will apply. Vouchers not redeemed within the 6 (six) month period will lapse.

9.6.3                Standard Fare: Normal services and options apply as set out in Schedule 1, with the addition that should you wish to cancel your flight due to COVID-19, you have the option to be refunded to voucher. This voucher will be valid for 6 (six) months only. No additional charges apply. Vouchers not redeemed within the 6 (six) month period will lapse.

9.6.4                Lite Fare: Normal services and options apply as set out in Schedule 1, with the addition that should you wish to cancel your flight due to COVID-19, you have the option to be refunded to voucher. This voucher will be valid for 6 (six) months only. No additional charges apply. Vouchers not redeemed within the 6 (six) month period will lapse.

## 10    **CONDUCT PRIOR TO AND ABOARD OUR AIRCRAFT**

10.1                If in our reasonable opinion your conduct on board the aircraft endangers the aircraft or any person or property on board, or may obstruct or hinder the crew in the performance of their duties, or fails to comply with any instruction of the crew including but not limited to those with respect to: smoking, consumption of alcohol, use of cellular telephones or other electronic equipment, or use of any threatening, abusive or insulting words towards the crew and/or Passengers or any form of behavior in a manner which causes discomfort, inconvenience, Damage or injury to other Passengers or the crew, we may take such measures as we deem necessary to prevent continuation of such conduct including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft and no refund will be provided to you;

10.2                **If as a result of your conduct we decide, in the exercise of our reasonable discretion, to delay or divert the aircraft for the purpose of offloading you, you shall be liable for all costs which we incur of any nature whatsoever as a result of or arising out of that delay or diversion; and**

- 10.3 **Add your name to the No-Fly list as provided for in paragraph 6.2 hereof;**
- 10.4 For safety reasons, we may forbid or limit operation on board the aircraft of any electronic equipment, including but not limited to: cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. The operation of hearing aids and heart pacemakers is permitted.

## 11 **LIABILITY LIMITATIONS**

- 11.1 **Warsaw, Montreal Convention notice: if the Passenger's Journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention 1999 may be applicable and the Warsaw Convention or the Montreal Convention 1999 governs and in most cases limits the liability of carriers for death or personal injury to Passengers and for the loss of or Damage to Baggage;**
- 11.2 **Notice of Baggage liability limitations: subject to these Terms and Conditions, liability for loss, partial loss, delay or Damage to Baggage is limited to gross negligence on the part of the Carrier. Liability for Domestic Flights and liability for International Flights vary according to the respective law and applicable convention;**
- 11.3 **Where the Warsaw Convention or the Montreal Convention 1999 are not applicable: the following rules shall apply;**
- 11.3.1 **any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law;**
- 11.3.2 **we will not be liable for Damage to Passengers or any Checked Baggage or Unchecked Baggage unless such Damage is caused by our negligence and such Passenger or such Baggage was within our control or custody;**
- 11.3.3 **where we are found to be liable for Damage to a Passenger, or for Damage to Checked Baggage or Unchecked Baggage as provided for in clause 11.3.2 hereof, such liability will always be subject to the limitations as set out in clause 11.3.4 as well as the exclusions of liability as set out in clause 7.3 and in clause 7.9.1;**
- 11.3.4 **any liability we might have towards Baggage will always be limited to US\$20 (twenty United States dollars) per kilogram and not the monetary value thereof. The maximum value of the Checked Baggage as a whole shall be limited to a maximum of US\$400 (four hundred United States dollars) per Passenger, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of the Baggage is not recorded on the Baggage Identification Tag, it is presumed that the total weight of the Checked Baggage does not exceed 15 (fifteen) kilograms;**
- 11.3.5 **we will not be liable for any Damage arising from our compliance with applicable laws, government rules, regulations and/or your failure to comply with such laws, rules and regulations. We shall have no liability whatsoever for Damage, loss or partial loss to articles or items not permitted to be contained in your Baggage or carried on your person;**
- 11.3.6 **except where other specific provision is made in these Terms & Conditions, we shall be liable to you only for direct Damages in accordance with applicable law;**

- 11.3.7 we are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property;
- 11.3.8 we are not responsible for any illness, disability or death, attributable to your physical condition or for the aggravation of such condition;
- 11.3.9 all arrangements and services provided by us in respect of assistance provided to Passengers, with reduced mobility and payment(s) made by us to the handling agent for such services, are as agent for and on behalf of you;
- 11.3.10 we, our agents and employees shall not be liable for any death, personal injury (unless such death or personal injury was caused by our negligence or our agents and employees), loss or Damage however caused;
- 11.3.11 you voluntarily assume all risk and danger in connection with the assistance provided to Passengers with reduced mobility including any death, personal injury, loss, Damage or liability. Any complaints regarding the service shall be directed to and dealt with by the handling agent for such services;
- 11.3.12 the contract of carriage including these Terms & Conditions and exclusions or limits of liability, applies to our authorised agents, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorised agents, employees and representatives shall not exceed the amount of our own liability, if any;
- 11.3.13 nothing in these Terms & Conditions shall waive any exclusion or limitation of our liability under the applicable convention or applicable local laws unless otherwise expressly stated by us. Subject to any applicable law we will not in any circumstances be liable for indirect or consequential damages and in no event will our obligations exceed any liability specified in these Terms & Conditions.

## 12 TIME LIMITATION ON CLAIMS AND ACTIONS

- 12.1 Notice of claims - Domestic Flights: acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding loss or Damage to an item of Checked Baggage or Unchecked Baggage, you must notify us within 24 (twenty-four) hours of the date the carriage ended, as provided for in Clause 7.9 above.
- 12.2 Limitation of actions: any right to Damages shall be extinguished if an action is not brought against us within 3 (three) years of the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

## 13 JURISDICTION

- 13.1 Unless otherwise provided by the applicable convention, or any applicable legislation, regulations, orders or requirements:
- 13.1.1 these Terms & Conditions and any carriage which we agree to provide you with (in respect of yourself and/or your Baggage) shall be governed by the laws of the Republic of South Africa; and
- 13.1.2 any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the Courts of the Republic of South Africa.

14 **MODIFICATION AND WAIVER**

No agent, employee or representative of Carrier has authority to alter, modify or waive any provision of these Terms & Conditions.

15 **CESSION**

We have the right to cede any or all of the rights or obligations that we may have in terms of these Terms & Conditions without your consent or notification thereof. You may not cede, assign, encumber or transfer any of your rights or obligations in terms of these Terms & Conditions, unless you have our written consent to do so.

16 **AUTHORITY**

When any person or entity is acting on our behalf and he/she/it has the necessary authority to do so, our authority does not need to be proved.

17 **UNCONTROLLABLE EVENTS (FORCE MAJEURE)**

**We will not be liable to you in the event that we are not able to perform any or all of our obligations in terms of these Terms & Conditions or any Booking Confirmation as a result of any Uncontrollable Event.**

18 **INDULGENCE AND RELAXATION**

Any leniency or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms that we may grant you in terms of these Terms & Conditions will not prevent us from exercising or enforcing any of the rights that we may have in terms of these Terms & Conditions in the future, including our right to require your strict compliance with these Terms & Conditions. Such leniency or relaxation or suspension or postponement will not affect the validity of any provision of these Terms & Conditions and will not constitute a waiver of any of our rights which remain strictly reserved.

19 **WHOLE AGREEMENT**

These Terms & Conditions, together with the Booking Confirmation constitute the entire agreement between us, and no party will have to comply with any term or condition that does not form part of this agreement.

20 **SEVERABILITY**

In the event that the whole or any part of these Terms & Conditions are deemed to be invalid, unlawful or unenforceable to any extent in any jurisdiction, then such term or condition or part thereof shall be treated *pro non scripto* and severed from the remaining Terms & Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.



<b>Schedule 1</b> <b>Fees and Charges</b>
--

Revision 9 – September 2019

Fare Class:

FlySafair has three types of Fare Classes:

Lite Fare:	Lowest fare, no bags included and no free changes.
Standard Fare:	Includes a bag and 2 (two) date, time or route changes to your booking, without any administration fee being charged for the changes, and Priority Boarding.
Premium Fare:	Includes 2 (two) 23kg (twenty-three kilogram) bags; special luggage (sport equipment and musical Instruments); Priority Boarding; free seat and unlimited changes, while difference in fare applies. The Premium Fare also includes the option to be refunded to voucher up to 24 (twenty-four) hours before departure with a R300.00 charge deducted from ticket value. The voucher will be valid for 24 (twenty-four) months. Also included in the Premium Fare is the Food Service Request (FSR), limited to R60.

**All fees\* stipulated herein are non-refundable and are per flight per person.**

1. BAGGAGE:

Checked in 0 – 20 kg	Hand 7 kg	Heavy bag at apt 21 – 32 kg	Extra bag online	Extra bag at apt	Sporting Bag 0 – 32 kg	Infants
R 155.00	Nil	R 250.00	R 250.00	R250.00	R 285.00	Nil

2. SEATING:

Extra Leg Room Seats	Preferred Seats in front	Preferred Seats at the back
R 70.00	R 50.00	R 30.00

3. RESERVATION CHANGES:

Name Changes: Online	Name Changes: Call centre	Date changes: Online	Date changes: Call centre/airport
R 300.00	R 300.00	R 300*	R 300*

\* FlySafair reserves the right to change any fee amount, without notice and at its sole discretion, for promotional or any other purpose.

\* In addition to this fee, Passengers may be liable for a difference in fare should one be applicable

4. INFANTS :

Infant charge	Checked Baggage allowance	Unchecked Baggage	Pushchair and car seat (free)
15% of net fare	NIL	Small bag for necessities	yes

5. PAYMENT

	CALLCENTRE	ONLINE	AIRPORT
SMS	R 7.00	R 7.00	R 7.00
EXTRA BAG	R 250.00	R 250.00	R 250.00
HEAVY BAG (21kg-32kg)	N/A	N/A	R 250.00
CHECKED IN BAGGAGE	20kg	20kg	20kg
UNCHECKED BAGGAGE	7kg	7kg	7kg
INFANT	15% of net fare	15% of net fare	15% of net fare
EXTRA LEG ROOM SEAT	R 70.00	R 70.00	R 70.00
SPORTING BAG	R 285.00	R 285.00	R 285.00
PREFERRED SEAT IN THE FRONT	R 50.00	R 50.00	R 50.00
PREFERRED SEAT IN THE BACK	R 30.00	R 30.00	R 30.00
TRAVEL PROTECTION INSURANCE	R 25.00	R 25.00	R 25.00
BAGGAGE INSURANCE	R 13.00	R 13.00	R 13.00
FLIGHT ROUTE, DATE, OR TIME CHANGES	R 300.00	R 300.00	R 300.00
NAME CHANGES	R 300.00	R 300.00	R 300.00
SERVICE CHARGE	R 100.00	N/A	R 100.00
MAX CHECK-IN BAGGAGE PER BAG	32kg	32kg	32kg
PETS	NO	NO	NO
FIREARMS	NO	NO	NO
STANDBY FEE	NO	NO	R 300.00
PRIORITY BOARDING	R 70.00	R 70.00	R 70.00
FOOD SERVICE REQUEST	R60.00	R60.00	R60.00

6. FOOD SERVICE REQUEST (FSR)

- 6.1 FSR can be redeemed once the inflight catering services has opened on your flight.
- 6.2 FSR can be used to obtain any food or beverage item listed on the catering menu, but all items are subject to availability.
- 6.3 If you do not use the FSR, you cannot claim a refund.
- 6.4 To make use of the FSR, you will be asked to present identification and your boarding pass.
- 6.5 FSR is only valid on the flight sector that you have booked.
- 6.6 If you do not use the entire amount of the FSR, you forfeit the remainder and no refund or change will be given.
- 6.7 The FSR cannot be exchanged for cash.
- 6.8 FSR cannot be sold to another passenger; it is linked to your booking only.
- 6.9 Catering items that are already purchased cannot be exchanged for other items later during the flight.

## **Schedule 2**

### **Identification Documents Required**

Only the following forms of Identification will be accepted to permit the carriage of the individuals whose names appear on a reservation.

1. South African National Green Identification Book (or a physical, certified copy thereof that is no older than 3 months).
2. South African National Identification Card (or a physical, certified copy thereof that is no older than 3 months).
3. Valid South African National Driver's License (or a physical, certified copy thereof that is no older than 3 months). An expired South African National Driver's License will be excepted, but only up to 3 months after the expiry date.
4. Valid International/National Passports (including emergency / temporary travel documents – e.g. asylum, Red Cross, or International Organisation for Migration (IOM) papers). Expired International or National Passports will be accepted up to 3 months after the expiry date.
5. Original Birth Certificates, abridged or unabridged (or a physical, certified copy thereof that is no older than 3 months)
6. Temporary Identification documents are permitted provided they are accompanied by an affidavit which is no older than 3 months.

Failure to present identification for each passenger, including minors and infants, as outlined above will result in a denied boarding.