

FlySafair FlyMore Club Subscription Terms & Conditions

It is accepted that any subscriber purchasing a FlySafair FlyMore Club Subscription has read the conditions outlined herein.

These terms and conditions relate specifically to subscription to the service marketed as the FlySafair FlyMore Club. This is a paid subscription service. FlySafair reserves the right to amend the FlyMore Terms & Conditions without prior communication to the FlyMore subscribers.

Unless specifically stated otherwise these terms and conditions do not replace the FlySafair Terms and Conditions of Booking and Carriage.

In this regard we agree that:

GENERAL STUFF

1. Above anything in these Terms and Conditions of Subscription, FlySafair is required to adhere to the laws set out by the Government of South Africa.
2. Where a subscriber takes exception or seeks to challenge elements of wording inherent to the laws and regulations of the country, they will do so with the responsible body, whilst respecting that we are bound to enforce what is enshrined in these laws and regulations.
3. You understand and acknowledge that FlySafair has your Personal Data, which is needed, to offer our service. We will process this Personal Data in accordance with our external privacy policy which is available [here](#).

DESCRIPTION OF THE PRODUCT/SERVICE

4. FlyMore Club is a Subscription Service from FlySafair.
5. There are different Subscription packages available. Each is sold at a specific price and has specifically defined benefits associated with that package.

6. Each Subscription has a minimum commitment period of twelve months, with twelve recurring premium payments.
7. The primary feature of the subscription is that the subscriber has access to a pre-defined allocation of FlySafair Domestic flights which can be booked at a fare that only consists of the passenger security tax ("UM tax") which equates to a ZAR amount of R19.19 (excluding VAT)
8. The UM tax is not applicable to departures from Lanseria International Airport and, the subscriber is still required to pay the requisite airport taxes to confirm the booking.
9. In the interest of simplicity, these flights will be referred to in the rest of this document as the *Subscription Flight Allocation*.
10. The number of flights in the Subscription Flight Allocation are determined by the type of Subscription package selected.
11. Subscription Flight Allocations need to be booked and boarded during the relevant subscription calendar month.
12. Should you exhaust your Subscription Flight Allocation for the month, you may book additional flights, at our published fares at the time of booking. FlySafair's *General Terms of Booking and Carriage* will apply.
13. Any Subscription Flight Allocation not booked and boarded in the given subscription month will be forfeited.
14. Subscription Flight Allocations can only be utilised by the subscriber nominated at the start of the subscription. No name changes are permitted on bookings where a subscription allocation has been utilised.

REQUIREMENTS TO SUBSCRIBE

15. Subscribers must be individuals of 18 years or older.

ACCOUNT PROTECTION

16. Upon purchase you will create a password protected user account on flysafair.co.za.
17. You are responsible for the use and protection of your user account credentials.
18. Whenever a person uses FlySafair FlyMore Club services, or performs any other act, with your user credentials, we will treat this as if it was done by yourself and with your full knowledge and approval.
19. You must take the appropriate measures to protect your user credentials and you accept that we cannot protect you if you share these or your payment details with another party.
20. You must notify us immediately by email help@flysafair.co.za if you suspect that, or become aware of, any unauthorised use of your account, as soon as you become aware of such actions.
21. We will not be responsible for any loss or damage you may suffer if any other person uses your password, or your user credentials, or your payment information or payment details without your approval or consent.

LIMITATIONS

22. The personal data for the subscriber, who is also the beneficiary of the Subscription Flight Allocation, must be registered as they appear in your official documents.
23. The email address you entered at the time you registered on our Website page cannot be changed later.

VALIDITY

24. A subscription begins at the date of purchase, or on the first day of the following calendar month, as selected by the subscriber, and continues for a minimum duration of twelve months.

25. Once a subscription expires the subscriber will be prompted to purchase a new subscription at the then prevailing price.

CANCELLATIONS AND UPGRADES

26. A subscription plan can be upgraded at any point to a plan that offers a larger Subscription Flight Allocation.
 - a. The upgrade will only take effect on the first day of the next calendar month.
 - b. When an upgrade occurs, a new mandatory twelve-month commitment will be initiated.
27. FlySafair shall be entitled in its sole discretion to deny any requests to upgrade a subscription.
28. FlySafair shall be entitled in its sole discretion to suspend, cancel, vary or terminate this Agreement or any part thereof, without FlySafair to incur any liability whatsoever, in the event of nonavailability of the services or if the service, is suspended, cancelled, varied or terminated.
29. FlySafair reserves the right to cancel subscriptions that have been subject to bank clarification (chargebacks) even where such chargebacks have not been in favour of the subscriber.
30. Subscribers may cancel their subscriptions at any time but will be liable for the outstanding balance of the subscription contract which can be settled over the original term of the contract or as a lump sum.
31. Should the subscriber cancel their subscription during the cooling off period as contemplated in Section 16(3) of the Consumer Protection Act 68 of 2008 where the subscriber retains the right to cancel the subscription within a 5-day cooling-off period after subscribing as the result of direct marketing (we retain the right to request evidence of the direct marketing in

question to process the claim), the subscriber will be liable for any Subscription Flight Allocations booked and flown during the aforementioned cooling off period.

32. A subscription can be cancelled in such circumstances where the nominated subscriber passes away, or where a doctors' note can be provided to indicate that the nominated subscriber is permanently deemed to be unfit for air travel for medical reasons.
33. In the case where a subscriber initiates a bank clarification or chargeback procedure against a recurring subscription charge, the subscriber will not have access to any Subscription Flight Allocation until such time as the process is completed and corresponding payment is made for the subscription for it to be paid and valid.
34. Any Subscription Flight Allocations forfeited during this period because of time expiration will not be refunded or reinstated.

PAYMENT AND NON-PAYMENT

35. FlySafair FlyMore subscription service is a paid for subscription service. Payment for subscriptions is to be set up using a credit card which is to be debited monthly for the subscription fees.
36. Only credit card payments will be accepted.
37. FlySafair may use payment systems owned and operated by third parties ("Payment System Providers") to collect fees and other amounts payable by you in respect of the Subscription. None of these Payment System Providers is our employee, subcontractor, agent, intermediary or representative, or otherwise controlled by us.
38. There will be an initial transaction cost of R2 to validate your card, this charge will be refunded in a period no longer than 10 (ten) working days or it will be maintained

in a process on your credit card which will not generate a charge.

39. A subscription will only be considered active and allow the subscriber access to the Subscription Flight Allocation when the subscription fees are paid in full and on time.
40. FlySafair reserves the right to collect the subscribers' monthly subscription fee by processing additional credit card information if available to FlySafair, up to a maximum of 4 (four) stored/saved credit cards. Should FlySafair be unable to collect the subscription fee due to the subscribers' credit card used at the day of subscribing having insufficient funds or having expired, FlySafair will attempt to collect the subscribers' monthly account fee from any additional credit cards stored on the FlySafair payment registry.
41. Subscribers with subscriptions that are in arrears:
 - a. Will not have access to their Subscription Flight Allocation,
 - b. Will be liable for all outstanding subscription fees before the subscription will be re-instated again in the next calendar month,
 - c. Will forfeit unused Subscription Flight Allocations for the period during which the subscription remained unpaid,
 - d. Will not be permitted to book or board any FlySafair flight booked outside of the subscription for any period during which the subscription remains unpaid.

BOOKING FLIGHTS AND TICKET RULES

42. Flights can only be booked on the FlySafair Website.
43. Subscribers must be logged into their profiles to access their Subscriber Flight Allocation.
44. Only Domestic flights operated by FlySafair can be booked as part of the Subscriber Flight Allocation.

45. Only the nominated Subscriber may fly using the Subscription Flight Allocation and no name, flight or time changes can be made to these reservations after your booking is confirmed.
 46. Bookings can be made up to 2 hours before the departure of a flight.
 47. Should you for whatever reason miss your flight, you will forfeit your booked flight allocation as well as any airport taxes and extras already paid by you for this specific booking.
 48. Seats on a specific flight are not guaranteed and are available on a first-come-first-served basis.
 49. A monthly allocation of flights is awarded to each subscriber based on their subscription package. This Monthly Subscription Allocation must be:
 - a. Booked and boarded in the given calendar month.
 - b. Will be forfeited if not utilised within the given calendar month. For the avoidance of doubt this allocation is not cumulative and will not be available in subsequent months.
 50. Subscribers will need to make successful payment for the applicable airport taxes before a booking will be considered final.
 51. No cancellations or refunds will be permitted to these bookings except where FlySafair makes changes to flight times or incurs delays in which case the terms outline in FlySafair's *General Terms of Booking and Carriage* will prevail.
 52. The basic Subscription Flight Allocation does not include checked luggage or any other *Optional Extra Services* as considered in FlySafair's *General Terms and Conditions of Booking and Carriage*.
 - a. Such services can be added to a reservation at the time of booking a Subscription Allocation flight and will be charged for at the going rate.
 53. All other Terms and Conditions of Booking and Carriage as outlined in FlySafair's *General Terms of Booking and Carriage* will apply. Subscribers are advised to take special note of luggage rules and the cut-off times for check-in and boarding.
- USE OF YOUR PERSONAL INFORMATION**
54. We are committed to protecting your privacy. When we collect your personal data through our website, we will only use it to provide you with the contracted passenger air transport service, follow up on your reservation, provide you with the additional products or services contracted, conduct surveys of the contracted service, as well as receive e-mail or telephone information about the promotions and additional services that we or our business partners offer. In order to determine how to exercise your protection of personal information rights consult the complete [External Privacy Policy](#).
 55. We shall ensure that we will always during the term of Subscription comply with the relevant Data Protection Legislation.
 56. You acknowledge that we may be required to Process your Personal Information in connection with, and for the purposes of, providing our services to you and for fulfilling our obligations in terms of these Terms & Conditions.
 57. We will:
 - a. Only Process your Personal Information for the purpose(s) connected with the provision of the services and to the extent strictly necessary to provide the services, except to the extent specifically requested to do otherwise by you in writing or required by Data Protection Legislation or other applicable laws
 - b. Comply with all directions and instructions which may be given by you regarding the Processing of your Personal Information.
 - c. Only Process your Personal Information strictly in compliance with Data Protection Legislation and

- our privacy policy (accessible on request or on the our Website).
- d. Secure the integrity and confidentiality of your Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:
 - i. loss of, damage to, or unauthorised destruction of your Personal Information; and/or
 - ii. unlawful access to or unlawful Processing of your Personal Information.
58. Where you provide us with Personal Information relating to a third-party data subject (including but not limited to your staff, suppliers, customers, directors, shareholders, and affiliates), you warrant that you have obtained all necessary approvals and/or consents, as applicable, from such third-party data subjects and to the extent required by applicable law, for you to share such Personal Information with us.
 59. You will be liable to us for your failure to comply with any of the obligations under the clauses outlined above and shall indemnify us against all claims, damages, costs, or administrative fines arising, except to the extent caused by our breach of our obligations.
 60. The indemnification provisions of this clause are in addition to, and do not in any way derogate from, any statutory or common law remedy we may have for breach of these Terms & Conditions, including breach of any representation or warranty.
- your rights or obligations without our written permission.
63. Where we give permission to any person to act on our behalf, there will be no need for that authority to be proved.
 64. We agree that FlySafair will not be liable to you in the event that we are not able to perform any or all of our obligations outlined here as a result of an uncontrollable event (Force Majeure).
 65. If FlySafair does choose to relax or waive any of the terms of these Terms & Conditions, we agree that this will not prevent FlySafair from being able to enforce these terms again in the future and that it will not affect the validity of these Terms & Conditions, and we will not waiver any of our rights.
 66. These Terms and Conditions for the FlySafair FlyMore Club together with the FlySafair Terms & Conditions of Booking & Carriage, together with its appendices and your booking confirmation, form the whole agreement between us.
 67. We agree that if any part of these Terms & Conditions are judged to be invalid, unenforceable, or unlawful to any extent in any jurisdiction, then only that part will be disregarded, meaning that the rest of the agreement will continue to be valid and enforceable (pro non scripto).

SUSPENSION

68. FlySafair reserves the right to suspend subscribers' account as a result of consecutive payment failures.

IMPORTANT LEGAL STUFF

61. FlySafair reserves the right to limit all liabilities (where applicable).
62. Where relevant, we agree that FlySafair can pass on (cede) any of its rights of obligations within these Terms & Conditions without your consent or notification to you. You may not pass on (cede, assign, encumber or transfer) any of