

FlySafair Terms & Conditions of Booking & Carriage

Any customer purchasing a FlySafair ticket will be deemed to read and have accepted the terms and conditions contained herein.

In this regard we agree that:

GENERAL STUFF

1. Above anything in these Terms & Conditions of Booking & Carriage, FlySafair is required to adhere to laws and regulations set out by the Government of South Africa and the South African Civil Aviation Authority.
2. We will both abide by the laws and regulations referenced above. A quick overview highlighting of some of the most common aspects to take note of is included at the end of this document.
3. Where an individual takes exception or seeks to challenge elements or wording inherent to the laws and regulations above that they will do so directly with the responsible body whilst respecting that we are bound to enforce what is enshrined in these laws and regulations.
4. That these Terms & Conditions of Booking & Carriage are governed by the laws of the Republic of South Africa and that any disagreement between us will be handled by the courts of the Republic of South Africa.
5. Any booking you make with FlySafair has rules attached to it, for example what costs are involved to make changes and to what degree your purchase can be refunded. These rules are available in **Appendix A** of this document, and fees are outlined in **Appendix C**.
6. FlySafair shall charge the prices outlined on our Website and fees as outlined in **Appendix C** hereto. These will apply as per the time of booking or making a change.
7. You won't be permitted to fly unless your booking, and any possible changes you've made to it, are paid up in full.
8. You understand and acknowledge that FlySafair has your Personal Data, which is needed, to offer you our service. We will process the Personal data in accordance with our external privacy policy, available [here](#).
9. The booking you make with FlySafair is only for the portion of your journey operated by FlySafair, and that FlySafair takes no responsibility for any costs associated to onward connecting flights, ground transportation arrangement, or hotel arrangements - no matter what happens, even if we are late or unable to operate a flight.
10. You'll pay FlySafair all applicable Airport Taxes and FlySafair will pay them over to the relevant parties on your behalf.
11. 10 (Ten) or more people travelling together, who have booked through our groups department (not the FlySafair Website) are considered a group. Slightly different rules apply to groups. Please consult these rules in **Appendix E**.
12. FlySafair reserves the right to amend these Terms and Conditions as needed without notice. Such changes may be permanent or temporary for the purposes of promotions.

MAKING CHANGES TO BOOKINGS

13. You can make changes to any FlySafair flight booking on our Website or through our call centre as long as you make the changes 1 (one) hour or more before the flight departs.
 - a. The only exception to this rule is that there are certain fares sold via the GDS which may not be changed. More about these in the fare rules section in **Appendix A**.
 - b. Depending on your fare rules, you may have to pay a penalty charge per one-way flight.
 - c. If the new flight you want to book is more expensive than the one you already have, you'll need to pay in the difference.
14. Any booking made on the FlySafair Website can be changed within 24 (twenty-four) hours of making the booking without any penalty charges. If the new flight you want to book is more expensive than the one you already have, you'll need to pay in the difference.

TIMINGS, DEADLINES AND MISSED FLIGHTS

15. To the following regarding timings and deadlines:
 - a. You acknowledge that we advise you to arrive at the airport at least 90 (ninety) minutes before your flight is scheduled to leave.
 - b. Check-in closes strictly 45 (forty-five) minutes before the flight is scheduled to leave.
 - i. **Airport check-in opens 2 (two) hours before the flight is scheduled to leave.**
 - ii. **Online check-in opens 24 (twenty-four) hours before the flight is scheduled to leave.**
 - c. **Boarding gates close strictly 15 (fifteen) minutes before the flight is scheduled to leave.**
16. If you don't make the above timings, even if the aircraft is still on the ground and even if you're being late is not your fault, you'll be considered to have missed your flight.
17. Similarly, if you miss these deadlines because you are required to purchase checked-in luggage or any other services, you will be considered to have missed your flight.
18. If you have missed your flight the following will apply:

- a. If you're at the airport, or get there within 1 (one) hour after the scheduled departure time, we'll offer you two options:
 - i. You can go on Standby for the next open seat, on the next flight, on that route for an additional Standby fee (view **Appendix C**), or
 - ii. You can make a change to your booking and get a confirmed seat, but you will pay a standard change penalty fee (regardless of your fare type) and, if the new flight you want to book is more expensive than the one you already have, you'll need to pay in the difference too.
 - b. If you miss your flight by more than 1 (one) hour, you forfeit the ticket altogether. For clarity there will be no amount refunded to you whatsoever.
 - c. The only circumstance in which (a) above will not apply, is if your booking was made via a GDS system, in which case you will have to book a new ticket.
19. Standby is on a first-come-first-served basis. You are not guaranteed a seat on the next flight, it completely depends on whether a seat is open or not, but you must take the first available seat. You may not use this option on any flight of your choice. If you fail to present for the next available seat, you will forfeit your Standby option.

OVERBOOKING

20. FlySafair will sell more tickets than there are available seats on a flight to ensure that flight prices are kept as low as possible. We further agree that this may result in your being denied boarding. Check-in is on a first-come-first-served basis and the last customer(s) to check-in are those that will be denied if the flight is overbooked. In this circumstance we agree that:
- a. You will not hold FlySafair responsible for any damages or losses as a result of you're not being able to travel.
 - b. That you will accept R1000 in cash as compensation, and one of the following options:
 - i. A seat on the next available FlySafair flight to your destination at no charge, or
 - ii. A full refund.

CUSTOMER CONDUCT

- 21. FlySafair reserves the right to refuse anybody carriage, for any reason that is not deemed to be discrimination in terms of the South African Constitution.
- 22. If we incur any expenses or fines due to actions that you take, which are against the law or civil aviation regulations, we will hold you liable for these costs. Similarly, we agree that if we decide to divert, or delay, a flight as a result of your

conduct, for the purposes of offloading you, you will be liable for all costs we incur as a result of that action.

- 23. If you take actions that contravene any safety rules or laws, or if you threaten any of our staff or otherwise bring FlySafair into disrepute, FlySafair can place you onto a list of banned flyers and you will not be able to make use of FlySafair flights in the future.

FLYING WITH CHILDREN AND INFANTS

- 24. Young persons over the age 12 years of age may be accepted for carriage unaccompanied on the specific 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.
- 25. Children younger than 12 years of age must be booked as Unaccompanied Minors.
- 26. Persons 16 years of age and above may travel unaccompanied.
- 27. We, in accordance with current SACAA regulations, deem children under the age of 2 (two) at the time of travel, to be infants.
 - a. Infants must be at least 7 (seven) days old to fly.
 - b. Only one infant is allowed per one adult (16 or older) and must sit on the adult's lap.
 - c. Infants are charged a percentage of the adult fare and must be added to the booking confirmation. Please see **Appendix C** for pricing.
 - d. Only one infant can be seated per row of three seats.
 - e. One baby chair or perambulator (pram) is permitted (free of charge) per infant.
 - f. A single item of carry-on luggage of up to 56cm x 36cm x 23cm and weighing no more than 7kgs is permitted at no charge.

PERSONS REQUIRING ASSISTANCE

- 28. Persons living with disabilities, and others requiring special assistance, are welcome aboard FlySafair flights, and we agree that the following things apply:
 - a. Notice of any type of special assistance required from us must be given to us at least 24 (twenty-four) hours before departure, either when making a reservation online, or through our call centre.
 - b. SACAA regulations limit the number of passengers requiring special assistance that we are permitted to carry per flight. These spots will be issued on a first-come-first-served basis and so:
 - i. We cannot guarantee that you will be able to book onto any available flight if all these spots have been taken on that flight and;

- ii. If this service is not booked in advance, we cannot guarantee that you will be permitted to board the flight you booked for.
- c. No animals are permitted on FlySafair flights other than qualified Service Animals, and service animals in training, which must be accompanied by proof that the animal is registered with the Guide Dog Association of South Africa or the Federal Guide Dog Association. Emotional support animals without this level of training and accreditation are not permitted.
- d. No medical oxygen is provided on board flights. Customers may bring aviation approved Portable Oxygen Concentrators (not compressed oxygen) for personal use on board the aircraft. Please review the rules around these special devices [here](#).

TRAVELING WHILE PREGNANT

- 29. There are risks associated with air travel for pregnant passengers. We agree that you are fully aware of these risks and accept them.
 - a. Expectant mothers may travel up to 32 (thirty-two) weeks with no medical certificate.
 - b. A Doctor's Note permitting air travel will be required if the passenger is between 32 (thirty-two) and 35 (thirty-five) weeks pregnant.
 - c. We will not accept expectant mothers from the start of their 36th (thirty-sixth) week of pregnancy.

LUGGAGE

- 30. If you do not have checked-in luggage included in your fare, you will pay for this service before you are able to check-in your bag.
- 31. A checked-in bag is a single item of luggage that weighs no more than 20 (twenty) kg and fits within these dimensions: 90cm x 75cm x 43cm.
- 32. No single piece of checked-in luggage should weigh more than 20 (twenty) kgs, regardless of how many pieces you have allocated to your reservation.
- 33. The carry-on luggage allowance is 2 (two) pieces of luggage:
 - a. One of these may be up to 56cm x 36cm x 23cm and may not weigh more than 7kgs. This luggage must fit, and be enclosed within, the cabin storage compartment without force.
 - b. The second item may be up to 40cm x 15cm x 20cm and must fit under the seat in front of you.
- 34. FlySafair airport teams may use sizing bins to ensure that your carry-on luggage is within parameters. We further agree that these sizing bins offer 2cm grace on the permitted size of your

luggage and that if your luggage does not easily fit within these bins you will pay for your luggage to be checked into the Aircraft Hold.

- 35. If either your checked-in luggage, or carry-on luggage is too large, too heavy, or comprised of too many pieces, you will pay the applicable charges.
 - a. If carry-on luggage is too large you will need to purchase a checked-in luggage allowance and check your items in.
 - b. If checked-in luggage is overweight (up to a maximum of 32kg), you will need to pay the heavy bag fee outlined in **Appendix C**.
- 36. There are specific laws and regulations regarding what may or may not be taken aboard a plane.
 - a. FlySafair can refuse to accept any luggage for any reason, specifically if:
 - i. Items are not suitably packed in a suitcase or other container allowing for safe transport and handling.
 - ii. Luggage contains illegal substances.
 - iii. Items are in the luggage that are deemed to be "dangerous goods" in terms of the regulations outlined by the International Air Transport Authority (IATA) and the International Civil Aviation Organization (ICAO). Click here for examples.
 - iv. Luggage contains loose or spare batteries.
 - v. The items are not within our maximum size and weight specifications.
 - vi. The items are fragile or perishable and are not property packed and insulated.
 - vii. Items include live or dead animals (other than meat for human consumption) or any human or animal remains.
- 37. If you carry any of these items with, or without declaring them to FlySafair, you will be liable for any resulting fines or penalties.
- 38. You will not hold FlySafair liable if the security teams at the airport confiscate any items in your luggage, refuse to process, or destroy your luggage due to their security concerns.
- 39. You accept and understand that the process for handling luggage is both manual and mechanised and that it is reasonable to expect a degree of wear-and-tear to your belongings as well as possible damage. You further accept and agree that the processing of your luggage is managed by several parties other than FlySafair, and that while we will utilise all care, diligence and skill at our disposal to look after your items we can only accept a limited liability for any losses or damages.
 - a. We agree that these limitations are as per **Appendix F** of this document.

- b. We agree that you are not advised to check in any item worth more than R1000 (one thousand) and that if you do, you accept full responsibility for those item(s).
 - c. We agree that you are well advised to insure your belongings against theft and damage using an appropriate third-party insurer.
 - d. We agree that it is understood that luggage is handled by several parties throughout your journey and as a result of this reality, FlySafair only accepts a limited liability when it comes to any theft of, or from, your luggage.
40. It is possible that your luggage may not be loaded onto the same flight that you take as a result of operational matters beyond our control. In this case we agree that:
- a. You will not hold FlySafair liable for any damages or consequences of not having your items with you.
 - b. That FlySafair shall use its best efforts to find and transport your luggage to you as soon as possible.
41. Any lost or damaged luggage must be reported to the FlySafair Lost Property Office at your destination airport, within 24 (twenty-four) hours.
42. Any items that we find on the aircraft will be held on your behalf for 90 (ninety) days where after we will dispose of, or donate, the item(s).

SEATING

43. Seating on FlySafair flights is assigned and customers are required to occupy the seats indicated on their boarding passes.
44. Customers may not switch seats during flight.
45. Pre-selected seating is included in some fare rules and is available as an optional service at a fee as indicated on our website at the time of booking. Terms relating to pre-selected seating are outlined in **Appendix B** of these Terms & Conditions of Booking & Carriage .at the end of this document.
46. Regardless of whether a seat is pre-selected or not, the crew are permitted to move any customer if they are required to for reasons of safety.
47. Certain customers including children, pregnant women and people requiring assistance are not permitted to occupy emergency exit rows. This is a Civil Aviation Regulation – please refer to **Appendix D**.

AIRLINE CHANGES TO FLIGHT TIMES AND DELAYS

48. Flight times can change as a result of FlySafair's operational or commercial needs to do so, or because of unforeseen delays. We further agree that you will not hold FlySafair liable for any losses or damages as a result of these sorts of changes or delays.
49. Where a flight is delayed or the scheduled time is

changed by more than 1 (one) hour, and you wish not to continue on that flight, we will Reaccommodate you for free, to any other FlySafair flight, or offer a full refund of the booking in the form of a FlySafair Voucher.

50. No meals, accommodation, transportation or other compensation will be provided where customers are delayed, flight times are changed, or customers are denied boarding.

CANCELATIONS AND REFUNDS

51. Any FlySafair flight booking can be cancelled at any time before departure.
52. The different fare rules offer different options when it comes to obtaining a refund. Where applicable, these refunds are issued in the form of FlySafair Vouchers.
53. Where the fare rules have no refund-to- Voucher facility, the following will apply:
- a. Cancellations made 45 (forty-five) days or more before departure will be subject to a 50% cancellation charge when cash refunds are requested.
 - b. Any cancellation made less than 45 (forty-five) days before departure will attract a 100% cancellation charge and as such, we advise customers to rather make a change to avoid this charge.
54. Should you qualify for a cash refund based on the above-mentioned terms and conditions, and the initial payment date to make the booking is older than 6 (six) months, banking details is required in order to process the refund.
55. Regardless of the fare rules, refunds to Voucher will be offered in the following circumstances:

Reason for cancellation	Refund amount
FlySafair cancels a flight, changes a scheduled flight by more than 1 (one) hour, or delays a flight for more than 1 (one) hour and the customer chooses not to take the flight.	100%
FlySafair overbooks a flight and you are denied boarding.	100%
If, within 5 (five) days of booking as the direct result of direct marketing (which must be provided) the customer chooses to cancel the reservation.	100%
The passenger is unable to travel due to death or hospitalisation.	100%
The passenger was due to travel, on the same booking, with an individual who can no longer travel due to death or hospitalisation.	100%
The passenger has been declared unfit to fly by a medical doctor and can provide evidence thereof.	50%
The death of a passenger's direct family member (biological or legally adopted parent, sibling, or child) or common law spouse.	50%

IMPORTANT LEGAL STUFF

56. FlySafair reserves the right to limit all liabilities. These specific limitations are outlined in **Appendix**

G.

57. We agree that no agent, employee or representative of FlySafair has the authority to alter, modify or waive anything within these Terms & Conditions of Booking & Carriage.
58. Where relevant, we agree that FlySafair can pass on (cede) any of its rights or obligations within these Terms & Conditions of Booking & Carriage without your consent or notification to you. You may not pass on (cede, assign, encumber or transfer) any of your rights or obligations without our written permission.
59. Where we give permission to any person to act on our behalf, there will be no need for that authority to be proved.
60. 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).
61. If FlySafair does choose to relax or waive any of the terms of these Terms & Conditions of Booking & Carriage, 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 of Booking & Carriage, and we will not waiver any of our rights.
62. These Terms & Conditions of Booking & Carriage, together with its appendices and your booking confirmation, form the whole agreement between us.
63. We agree that if any part of these Terms & Conditions of Booking & Carriage is 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*).

APPENDIX A: FARE RULES

1. FlySafair markets a number of different fares through various channels. Each of these fares has different rules inherent to them. All rules outlined in the preceding agreement apply unless otherwise stated here.
2. It's important to note that some fares include various services, the terms for which are outlined in **Appendix B**, below.
3. Where these services are packaged into a fare, the price associated to those services no longer applies. That is to say, no service can be subtracted from a bundled fare at the value prescribed for which it is sold as a stand-alone element on our website.
4. Please refer to **Appendix C** for any fees referenced here.

FlySafair Direct Fares

5. These fares are exclusively available through the FlySafair Website.

LITE FARE	
Included services	Carriage of one person 7 kg carry-on luggage
Route/Date changes	Permitted. Change Fee applies per one-way flight plus any increase in fare if applicable.
Name Changes	Permitted. Change Fee applies per one-way flight.
Cancellation	No refunds other than those stipulated in clause 53 and 54 of these Terms and Conditions of Booking & Carriage.

STANDARD FARE	
Included services	Carriage of one person 7kg carry-on luggage 20kg checked-in luggage Priority Boarding
Route/Date Changes	Two penalty-free changes per one-way flight, but the difference in fares is still payable. Once the two penalty-free changes have been used, a Change Fee will be applied per one-way flight.
Name Changes	Permitted. Change Fee applies per one-way flight.
Cancellation	No refunds other than those stipulated in clause 53 and 54 of these Terms & Conditions of Booking & Carriage.

PREMIUM FARE	
Included services	Carriage of one person 7kg carry-on luggage 20kg checked-in luggage Extra (second piece) 20kg Checked-in Luggage Special Luggage Priority Boarding Pre-Selected Seating Food Allowance

BUSINESS CLASS FARE	
Included services	Carriage of one person 7kg carry-on luggage 20kg checked-in luggage Extra (second piece) 20kg Checked-in Luggage Special Luggage Priority Boarding Pre-Selected Seating Blocked middle seat Food Allowance Priority Bag
Route/Date Changes	Penalty-free changes per one-way flight, but the difference in fares is still payable
Name Changes	Permitted. Change Fee applies per one-way flight.
Cancellation	Permitted up to 24 hours before departure and subject to deduction of a Change Fee per one-way flight
Channel	This fare is only available on the website

Life Happens Refund-to-Voucher Facility	
Route/Date changes	Unlimited penalty-free changes per one-way flight, but the difference in fares is still payable.
Name Changes	Permitted. Change Fee applies per one-way flight.
Refund to Voucher	Permitted up to 24 hours before departure and subject to deduction of a Change Fee per one-way flight.

FlySafair Partner Fares

6. These fares are available through various partners who distribute FlySafair products across their platforms.
7. It should be noted that these fares may be marketed by our partners under names other than those that we've outlined here.
8. If there is any uncertainty as to which fare you have purchased through a partner, please feel free to contact us for confirmation.

TRAVEL AGENT FARE	
Included services	Carriage of one person
Route/Date Changes	Permitted. Change Fee applies per one-way flight plus any increase in fare if applicable.
Name Changes	Permitted. Change Fee applies per one-way flight.
Cancellation	No refunds other than those stipulated in clause 53 and 54 of these Terms & Conditions of Booking & Carriage.

BAG FARE	
Included services	Carriage of one person 7kg carry-on luggage 20kg checked-in luggage
Route/Date Changes	Permitted. Change Fee applies per one-way flight plus any increase in fare if applicable.
Name Changes	Permitted. Change Fee applies per one-way flight.
Cancellation	No refunds other than those stipulated in clause 53 and 54 of these Terms & Conditions of Booking & Carriage.

CORPORATE FARE	
Included services	Carriage of one person 7kg carry-on luggage 20kg checked-in luggage Priority Boarding Food Voucher
Route/Date Changes	Two penalty-free changes per one-way flight, but the difference in fares is still payable. Once the two penalty-free changes have been used, a change Fee will be applied per one-way flight.
Name Changes	Permitted. Change Fee applies per one-way flight.
Cancellation	No refunds other than those stipulated in clause 53 and 54 of these Terms & Conditions of Booking & Carriage.

GDS FARE	
Included services	Carriage of one person 7kg carry-on luggage 20kg checked-in luggage
Route/Date Changes	No changes permitted on Fare Classes: A, E, I, R, F, C All other fare classes: 2 (two) penalty-free changes are permitted. Thereafter a Change Fee will be applied per one-way flight. Difference in fare (if Upgrading is required) always applies.
Name Changes	Permitted. Change Fee applies per

	one-way flight.
Cancellation	No refunds other than those stipulated in clause 53 and 54 of these Terms & Conditions of Booking & Carriage. A refund fee will be charged for any refunds processed via the BSP

GDS SPECIFIC FARE RULES

Due to the unique nature of the GDS transactional environment, certain rules, over and above those stated above apply to GDS bookings.

- Optional Extra Services not inherent to the GDS fares can be added to a GDS reservation after booking through that FlySafair Website or the FlySafair call centre.
- When changes are made to GDS reservations which include these services, agents must contact the airline to carry the services over – this will not happen automatically.
- FlySafair will not issue any refunds for services not carried over, where the airline was not informed of a change by the agent.
- All Fare Rules are stipulated in the GDS system and it is the responsibility of the booking agent to familiarise themselves with these rules as well as with these Terms & Conditions of Booking & Carriage.
- All penalties and fare differences for name changes and rerouting should be collected as "DU" taxes.
- ADMs and ACMs will be issued if fare rules are not adhered to. The full ADM/ACM policy can be reviewed here.
- All refunds, ADMs and ACMs will be processed via the BSP through which the transaction was originally processed.
- When changes are made to reservations, eTickets must be reissued simultaneously.
- eTickets are updated to a "flown" status, 2 (two) hours before departure. At this point no changes can be made.

APPENDIX B: FLYSAFAIR OPTIONAL EXTRA SERVICES

The following special optional extra services may be included in the fare rules of your ticket. Alternatively, they can be purchased separately.

Pricing for these services is available on www.flysafair.co.za.

Checked-in Luggage

1. Checked-in luggage is defined as a single piece of luggage, which is to be carried in the Aircraft Hold, weighs no more than 20kg, and fits within these dimensions: 90cm x 75cm x 43cm.

Extra Bag

2. This allows for a second piece of checked-in luggage as defined above.

Special Luggage

3. Special Luggage is a service that allows you to check in larger and heavier items into the Aircraft Hold, like sports equipment and musical instruments. These items must be properly packed as per the advice outlined in our help pages on www.flysafair.co.za.
4. This service allows for one piece of luggage which may not weigh more than 32kg and must fit within the following dimensions: 190cm x 75cm x 60cm.

Blocked Middle Seat

5. Blocked Middle seat is a service sold to leave a seat open between 2 (two) passengers.
6. When you choose this option, it will automatically be added to all the flights on your booking.
7. The blocked seat is not reserved for any passenger's exclusive use and you may not place any people or items onto this seat.

Pre-Selected Seating

8. Subject to availability, customers can pay a fee to choose where they will be seated on the aircraft.
9. We agree that circumstances might dictate that our flight crew will have to move you from your seat, in which case we'll gladly refund you the fee you paid for that service.

Priority Boarding

10. Customers can pay to be able to join the priority boarding queue. This queue will be allowed to board before the normal queue. You can also walk down this aisle to jump the normal queue.

Unaccompanied Minors

11. FlySafair will accept the carriage of unaccompanied minors for a fee that will be charged over and above the ticket price for the minor's ticket. Fees are outlined in **Appendix C**.
12. This service is only available to children between 5 and 12.
13. Service must be requested on our website and booking and payment is completed through our call

centre.

Firearms and Ammunition

14. We will, subject to these terms and conditions, accept the carriage of certain firearms and ammunition for a fee that will be charged over and above the ticket price for the passenger's ticket. Fees are outlined in **Appendix C**.
15. The firearms and ammunition must be for sporting purposes only (rifles / shotguns) only; no handguns or military firearms will be transported by us.
16. Customers who transport and check in such firearms and ammunition must be:
 - a. 18 (eighteen) years of age or older
 - b. the legal owners of the firearms and ammunition being transported.
 - c. in possession of valid approved documentation, in their own name, including:
 - i. Licences;
 - ii. Import documentation where applicable.
17. Customers must present Firearms and ammunition for transportation in approved and secured firearm and ammunition cases (hard plastic or metal case) manufactured for the applicable firearms and ammunition. These cases must be locked at each end. A single firearms case may contain no more than three (3) firearms.
18. All appropriate legislation in terms of the Firearms Control Act of South Africa (Act 60 of 2000) must be adhered to.
19. Service booking and payment must be completed through our website.

Life Happens Refund-to-Voucher Facility

20. Is a service where any purchase can be cancelled for a refund in the form of a FlySafair Voucher. The following restrictions apply:
 - a. The cancellation must be made more than 24 (twenty-four) hours before the flight departs
 - b. We will charge a Change Fee per flight which will be deducted from the Voucher value.
 - c. The Voucher is valid for redemption within 12 (twelve) months of the issue date.

Luggage Protection and Travel Protection

21. These are insurance products underwritten by our partners at Chubb Insurance SA Ltd. Full information on the luggage protection service is available [here](#). Full information on the travel service is available [here](#).

Food Allowance

22. This service allows the user to purchase R60 worth of goods from our in-flight catering trolley.
 - a. All items on the menu are subject to availability.
 - b. Menus can change without notice.

- c. Catering services can be discontinued without notice.
- d. No refunds are permitted if the desired items are not available, or if part or all of the Voucher is not used.
- e. This service is only valid on the specific flight for which you purchased the facility.
- f. No alcohol will be served to customers under the age of 18.

APPENDIX C: FLYSAFAIR FEE AND PRICING GUIDE

1. Fare prices are determined by demand and are published in real-time on the FlySafair Website and via our integrations with our various partners.

Infants

2. Carriage of Infant passengers is charged at 15% of the fare of the accompanying adult.

Fees

3. The table below outlines the prices of our various fees. Unless otherwise stated these fees are applicable per one-way flight.
4. Prices are quoted in South African Rand (ZAR) and are all inclusive of VAT.

Service/Fee	Price
Change Fee for date/route changes (where applicable)	R300.00
Change Fee for name changes	R300.00
Heavy Bag Fee	R250.00
Airport Desk Service Charge (per booking)	R145.00
Call Centre Service Charge (per booking)	R145.00
GDS Refund processing Fee	R138.00
Standby Fee	R300.00
Carriage of Firearms and Ammunition	R1,150.00
Unaccompanied Minor	R750.00

**APPENDIX D: SOUTH AFRICAN AVIATION LAWS
AND CIVIL AVIATION REGULATIONS TO TAKE
NOTE OF**

The following outlines a number of laws and regulations that we feel are important for customers to be aware of.

1. By having accepted these Terms & Conditions of Booking & Carriage you have agreed to abide by the aforementioned laws and regulations, and it is your responsibility to familiarize yourself with them completely.
2. Our cabin crew are there to see to your comfort, but their primary role in the cabin is to perform the duty of safety officers. To that end, as prescribed in the regulations, passengers are to:
 - a. Always follow instructions given to you by a uniformed crew member.
 - b. Never interfere with the duties of a crew member.
3. The Captain of a flight has the ultimate legal responsibility for the safety of his aircraft. To that end they have authority to:
 - a. Deny carriage to any customer believed to threaten the safety of the aircraft.
 - b. Detain customers whose conduct threatens the safety of their aircraft.
4. No smoking is allowed on board any aircraft.
5. Customers are required to follow instructions to:
 - Remain seated when seatbelt signs are illuminated.
 - Remove all loose items and stow them in the overhead bins, or beneath the seat in front of them, during take-off, Taxi and landing.
 - Clear all items from emergency exit rows during take-off, Taxi and landing.
6. Regulations place specific restrictions on who may, or may not, occupy seats located in an emergency exit row. Specifically, the legislation lists the following (*verbatim*)
 - a. "Reduced mobility and special needs passengers,
 - b. Pregnant passengers,
 - c. Young persons under the age of 16 years,
 - d. Adults travelling with infants,
 - e. Any passenger, based on the cabin crew's sole discretion and evaluation, not deemed to comply with the definition of Able-bodied passenger."
7. Specific ID documentation is required in order to board an aircraft within the Republic of South Africa, and the information on record for a passenger's reservation must match the information on the Identity document provided.
8. Failure to supply appropriate documentation will mean that the airline is not permitted to allow you

to board.

9. The following forms of identity documents are permitted:
 - a. Original South African National Green Identification Book (or physical, Certified Copy thereof that is no older than 3 (three) months).
 - b. Original South African National Identification Card or physical, Certified Copy thereof that is no older than 3 (three) months).
 - c. Original Valid South African National Driver's License (or physical, Certified Copy thereof that is no older than 3 (three) months).
 - d. An original expired South African National Driver's License which is not more than 3 (three) months expired will also be accepted but no copies thereof.
 - e. Original valid International or South African Passports including emergency / temporary travel documents such as asylum, Red Cross, or International Organization for Migration (IOM) papers, but no copies thereof.
 - f. Original Expired international or South African Passports will be accepted provided they are no more than 3 (three) months expired, but no copies thereof.
 - g. Original Birth Certificates abridged or unabridged or physical (or Certified Copy thereof that is no older than 3 (three) months).
 - h. Original Temporary Identification Documents are permitted provided they are accompanied by an affidavit which is no older than 3 (three) months, but no copies thereof.
 - i. In the case of children undergoing an adoption process a copy of the court papers placing the child in the custody of the adoptive parents and, a sworn affidavit is required.

APPENDIX E: RULES FOR GROUPS

1. Unless otherwise stated in this section, all preceding terms outlined in this contract apply to groups travelling together.
2. Quotations for Group Bookings can be achieved by completing a form on the FlySafair Website.
3. These bookings are facilitated by a specialized Group Bookings Department at FlySafair's Head Office.
4. To secure a Group Booking, a non-refundable 50% deposit for the total value of the reservation is required.
5. Full payment of the reservation is required 30 (thirty) days before departure.
6. Failure to confirm, and effect successful payment, for a group booking before the expiration of the quotation provided will result in the quote being rendered null and void.
7. Our Group Bookings Department can requote upon request, but fares may vary from the original quote.
8. Failure to effect successful payment for the balance of a Group Booking for which a deposit has been paid within the prescribed time limit, will result in that booking being cancelled.
 - a. The deposit already paid will be forfeited.
9. Group numbers cannot be altered once confirmation and payment (deposit or full payment) have been received.
10. Names of travellers within a group are only required two (2) weeks before departure unless shorter timelines are agreed in writing with the manager of the groups department.
11. All terms and fees for flight date, time, route and name changes stipulated in the fare rules section apply to groups too.
12. Groups must present for check-in two (2) hours before scheduled flight departure times.

APPENDIX F: LIMITATIONS OF LIABILITY

The Warsaw and Montreal conventions are multilateral treaties that have been adopted by a diplomatic meeting of member states of the International Civil Aviation Organisation (ICAO). ICAO is a specialised agency of the United Nations. South Africa is a member state of ICAO.

Warsaw, Montreal Convention 1999 Notice

1. 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 luggage;

Notice of Luggage Liability Limitations

2. Subject to these Terms & Conditions of Booking & Carriage, liability for loss, partial loss, delay or damage to luggage is limited to gross negligence on the part of FlySafair. Liability for domestic flights and liability for international flights vary according to the respective law and applicable convention;

Where the Warsaw and Montreal Conventions 1999 are not applicable:

3. Any liability FlySafair has for damage will be reduced by any negligence on your part which causes or contributes to the damage in accordance with applicable law;
4. FlySafair will not be liable for damage to passengers or any checked-in luggage or unchecked-in luggage unless such damage is caused by our negligence and such passenger or such luggage was within our control or custody;
5. Where we are found to be liable for damage to a passenger, or for damage to checked-in luggage or unchecked luggage as per 4 above, such liability will always be subject to the limitations as set out in 6 below as well as the exclusions of liability as set out in the Terms & Conditions of Booking & Carriage document, specifically Clauses 35, 36, 37 and 38;
6. Any liability we might have towards luggage 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-in luggage 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 luggage is not recorded on the luggage identification tag, it is presumed that the total weight of the checked-in luggage does not exceed 15 (fifteen) kilograms;
7. 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 luggage or carried on your person;

8. Except where other specific provision is made in these Terms & Conditions of Booking & Carriage, we shall be liable to you only for direct damages in accordance with applicable law;
9. We are not liable for any damage caused by your luggage. You shall be responsible for any damage caused by your luggage to other persons or property, including our property;
10. We are not responsible for any illness, disability or death, attributable to your physical condition or for the aggravation of such condition;
11. 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;
12. 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;
13. 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;
14. The contract of carriage including these Terms & Conditions of Booking & Carriage, 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;
15. Nothing in these Terms & Conditions of Booking & Carriage 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 of Booking & Carriage.

Time Limitation on Claims and Actions

16. Notice of claims - Domestic Flights: acceptance of luggage by the bearer of the luggage identification tag without complaint at the time of delivery is sufficient evidence that the luggage 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-in luggage or unchecked luggage, you must notify us within 24 (twenty-four) hours of the date the carriage ended, as provided for in Clauses 35, 36, 37, 38 and 39 of these Terms & Conditions of Booking & Carriage.

17. 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.

APPENDIX G: GLOSSARY OF TERMS

ADM: Agency Debit Memo is a mechanism within IATA's BSP facility that allows airlines to recover funds from agents where justified.

ACM: Agency Credit Memo is a mechanism within IATA's BSP facility that allows airlines to send funds to agents where justified.

Aircraft Hold: is the part of the aircraft below the passenger deck where luggage and cargo are transported.

Airport Taxes: are taxes and regulated charges levied by the parties like the airports, South African Civil Aviation Authority and others. These are legally required inclusions to a domestic airfare.

Booking: A single purchase transaction with FlySafair which may cater for more than one flight and more than one person.

BSP: Billing and Settlement Plan is a system owned by IATA designed to facilitate financial transactions between airlines and travel agents using GDS systems.

Certified Copy: A certified copy of a document is a physical copy on paper that bears an original stamp from a commissioner of Oaths and which is dated. A picture of such a copy, or a physical copy of such a copy does not constitute a certified copy.

Check-in: is the legally required process whereby you present to the airline at a specified time before the scheduled flight departure to hand over any checked-in luggage (if applicable), obtain a boarding pass document, and provide confirmation that you'll be on the flight in an assigned seat for the purposes of technical flight planning.

Coupon: this denotes a portion of an eTicket as defined below and generally relates to a one-way flight.

Delay: A circumstance where a flight is unable to depart on schedule as the result of unforeseen circumstances such as, but not limited to, technical issues with an aircraft, inclement weather conditions or some sort of medical situation on board a flight.

Doctor's Note: is a note from a registered medical professional

eTicket: This is a virtual document as defined by IATA and used in the process of making reservations via a GDS system. eTickets are identified by unique 13-digit numbers.

Fare: The price you pay for your flight

Fare Classes: various price points for a fare, each denoted by a letter of the alphabet.

Fare Rules: the rules and included and excluded optional extra services that are associated with the type of flight ticket you've bought.

Fees: The costs associated for services and penalties

FlySafair Website: The website located at www.flysafair.co.za

GDS: Global Distribution Systems are systems commonly employed by travel agents and online travel

agents to sell airline tickets. Specific examples include Sabre, Amadeus and Galileo (Travelport).

Luggage: means any items a traveller intends to carry with them during their journey regardless of whether such items remain on the traveller's person, or are stowed in the hold or cabin of the aircraft.

Personal Data: Information about yourself which identifies you, like your name, ID number and contact details.

Reaccommodate: the process of moving a passenger from one flight to another without any charges to that customer.

Standby: means that you are placed onto a list for the next open seat on a flight to your desired location. There is no guarantee that you will get a seat on the flight, you will need to wait until there is an open seat available.

Taxi: is the process where an aircraft is moving on the ground between the runway and the parking bay

Upgrading: the process of purchasing a more expensive fare on a new flight as the result of a need to change a flight that has no more inventory available in the fare class originally booked.

Voucher: is a store of value which can be used to purchase flights and associated optional extra services from www.flysafair.co.za. Such vouchers are subject to a validity period which defines the period during which the voucher can be used to make a purchase. For the avoidance of doubt, any available flights can be purchased with such vouchers even if the departure of such flights takes place after the voucher has expired. Unless otherwise stated, vouchers will have validity of 12 (twelve) months from date of issue.