STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

1.1. **"Agreement"** means this document, which includes the "Ticket Distribution Agreement", these "Standard Terms and Conditions", and any annexures, addenda, appendices and schedules attached hereto;

1.2. **"Business Day"** means any day other than a Saturday, Sunday or official public holiday of South Africa;

1.3. **"Customer"** means a member of the public who transacts with the Ticket Distributor for the purchase of Ticket/s.

1.4. **"Flightsite"** means Flightsite (Pty) Ltd, a private company with Registration Number 2004/021024/07, with its principal place of business situated at 1st Floor, The Gihon Building, Corner of Bill Bezuidenhout Avenue and Sportica Way, Tygervalley, 7550;

1.5. **"Operator"** means an airline or hotel, guesthouse or self-catering establishment;

1.6. **"Parties"** means the Ticket Distributor and Flightsite and **"Party"** means either one of them;

1.7. **"Ticket"** means a document, issued by an airline or a travel agency, to confirm that an individual has purchased a seat on a flight on an aircraft or accommodation at a hotel, guesthouse or self-catering establishment;

1.8. **"Ticket Distributor"** means the Party who contracts with Flightsite on the terms set out in this Agreement, whose particulars are reflected on the face of the "Ticket Distribution Agreement", to which these Standard Terms and Conditions are attached;

1.9. **"Website"** means the website known as www.flightsiteagent.co.za.

2. INTRODUCTION

2.1. Flightsite is entitled to use the Website to assist in the sale of travel Tickets to the public;

2.2. Flightsite has agreed to allow the Ticket Distributor access to the Website for the purpose of Tickets from specific Operators on behalf of its Customers;

2.3. The Ticket Distributor will sell such Tickets directly to its Customers whereupon Flightsite will cause such Tickets to be issued on behalf of the Ticket Distributor.

3. GRANT OF NON-EXCLUSIVE ACCESS TO WEBSITE

3.1. The Ticket Distributor will be granted access and use of the Website for the purpose of sourcing, securing and booking of Tickets of the Operators for and on behalf of its Customers.

3.2. **The Ticket Distributor acknowledges that he/she/it has had access to the terms and conditions which can be found at the following URL: (www.flightsiteagent.co.za) and agrees and undertakes to comply with those terms and conditions, so far as it pertains to the Ticket Distributor, as user of the Website.**

3.3. **The Ticket Distributor is prohibited from disclosing the existence of this Agreement and utilising the "Flightsite" logo or branding on its website and in any communications with or advertising to its Customers and the general public. This is a material term of the Agreement and failure to comply with this provision will result in immediate termination of this Agreement.**

3.4. **FlightSite may review each application and can deny the granting of non-exclusive access to the website to the Ticket Distributor in any of the following events:**

3.4.1. The Ticket Distributor utilises the "Flightsite" logo on its website and/or branding or in its communications with its Customers or the general public;

3.4.2. The Ticket Distributor is provisionally or finally liquidated and/or wound-up and/or sequestrated or compounds with creditors or takes or suffers any similar action in consequence of debt;

3.4.3. The Ticket Distributor is guilty of any conduct which is in the opinion of Flightsite prejudicial to Flightsite's interests;

3.4.4. The Ticket Distributor is closely associated to any other third party guilty of any conduct which is in the opinion of Flightsite prejudicial to Flightsite's interests;

3.4.5. The Ticket Distributor purports to assign the benefits or change the benefits of this Agreement without first obtaining Flightsite's written consent.

4. TICKET PRICES

The Ticket Distributor is entitled to sell Tickets to its Customers at whatever price is agreed upon between such Ticket Distributor and its Customers.

Initials of Flightsite Representative	Initials of Flightsite Witness	Initials of Ticket Distributor	Initials of Ticket Distributor Witness

FlightSite .co.za
making travel easy

To be signed on behalf of Ticket Distributor

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 202_____
(place) *(day)* *(month)*

Signatory Name: _____ Signatory Position: _____

Ticket Distributor Signature: _____

Name of Witness: _____ Signature of Witness: _____

To be signed on behalf of Flightsite

SIGNED AT Bellville ON THIS THE 29th DAY OF March 2023
(place) *(day)* *(month)*

Signatory Name: KIM KRAL Signatory Position: GENERAL MANAGER

Signature: _____

Name of Witness: ASTRID BEYERS Signature of Witness: _____

Initials of Flightsite Representative | Initials of Flightsite Witness | Initials of Ticket Distributor | Initials of Ticket Distributor Witness

5. TICKET PROCEDURE

5.1. The procedure for obtaining Tickets by the Ticket Distributor from Flightsite is set out in Annexure "A".

5.2. The Ticket Distributor agrees and undertakes to dutifully and faithfully follow and adhere to the procedure set out in Annexure "A".

5.3. Flightsite reserves the right, at its sole and unfettered discretion, to amend in writing the procedure set out in Annexure "A". Such amendment shall take effect as from the date of dispatch of the notice of variation to the domicilium address of the Ticket Distributor.

6. PAYMENT, ISSUE AND DELIVERY OF TICKETS

6.1. The Ticket Distributor will open and hold an account facility with Flightsite into which funds will be deposited by the Ticket Distributor. This account will be used for the purchase and acquisition of Tickets on behalf of its Customers. Upon the deposit of sufficient funds in the account, Flightsite will debit the account and issue the Tickets.

6.2. The Ticket Distributor undertakes to make payment to Flightsite in respect of each and every Ticket purchased at Flightsite's quoted rate per Ticket in cash, or by way of payment by credit card through a secure payment facility or by way of debiting the funds held on behalf of the Ticket Distributor. No Tickets will be released to the Ticket Distributor or its Customers without full payment having been received and declared in the bank account of Flightsite.

6.3. Flighsite will cause the Ticket(s) to be issued and delivered to the Ticket Distributor. The Ticket Distributor is solely responsible for ensuring that the Ticket is delivered /handed/forwarded to its Customers.

7. CANCELLATIONS

7.1. It is confirmed that cancellations, no shows and refunds will be dealt with in accordance with the policies of the individual Operators.

7.2. **It is the Ticket Distributor's sole and exclusive responsibility to inform its Customers of the content of these policies upon delivery of the Ticket/s.**

7.3. Any cancellations will be handled by the Ticket Distributor via the Ticket Distributor platform. The Ticket Distributor shall initiate a cancellation request through Flightsite, which request will always be subject to the specific Operator's terms and conditions.

7.4. Flightsite will be entitled to charge a flat, standard fee for processing each and every cancellation and/or refund. Any refund due (if at all) will be refunded to the Ticket Distributor and it is within the Ticket Distributor's sole discretion to determine the amount it wishes to refund to its Customer.

8. REFUNDS

8.1. It is recorded that from time to time there may be refunds payable by Flightsite to the Ticket Distributor.

8.2. If such refund is:

8.2.1. less than or equal to R500, the refund will be credited to the fund of the Ticket Distributor; or

8.2.2. greater than R500, the refund will be paid directly to the Ticket Distributor upon receipt of a written request by the Ticket Distributor to do so.

8.3. If payment for the Tickets is made directly to Flightsite by the Ticket Distributor's Customer, Flightsite will not refund such payment to the Customer without an accompanying written request from the Customer for the refund to be made. Such refund request will include an indemnity, indemnifying Flightsite from all and any claims arising out of the transaction.

9. TERMINATION

9.1. Flightsite, without prejudice to any remedy which it may have against the Ticket Distributor for breach or non-performance of any material provision of this Agreement, may by notice in writing to the Ticket Distributor forthwith terminate the agreement in any of the following events:

9.1.1. The Ticket Distributor utilises the "Flightsite" logo on its website and/or branding or in its communications with its Customers or the general public;

9.1.2. The Ticket Distributor commits a breach of any these terms or conditions and fails to rectify such breach within 10 (ten) days of receipt of written notice to do so;

9.1.3. The Ticket Distributor is provisionally or finally liquidated and/or wound-up and/or sequestrated or compounds with creditors or takes or suffers any similar action in consequence of debt;

9.1.4. If either party is prevented from performing its duties in terms of this Agreement for a continuous period of one month or for a total period of two months in any twelve calendar months;

9.1.5. The Ticket Distributor is guilty of any conduct which is in the opinion of Flightsite prejudicial to Flightsite's interests;

Initials of Flightsite Representative	Initials of Flightsite Witness	Initials of Ticket Distributor	Initials of Ticket Distributor Witness

9.1.6. The Ticket Distributor purports to assign the benefits or change the benefits of this Agreement without first obtaining Flightsite's written consent;

9.1.7. The Ticket Distributor allows access to the Website by any other third party.

9.2. In the event of the Ticket Distributor adopting a resolution in terms of section 129 of the Companies Act 71 of 2008, this Agreement will be deemed to have been terminated by the Ticket Distributor effective from the date of such resolution.

9.3. Upon termination of this Agreement, the Ticket Distributor shall promptly return to Flightsite, or otherwise dispose of as Flightsite may instruct, all documentation, instruction books, technical pamphlets, catalogues, advertising material and/or specifications and/or any other materials, documents and papers whatsoever sent to the Ticket Distributor by Flightsite.

10. NO AGENCY

10.1. It is specifically agreed between the Parties and recorded that this Agreement shall not be construed as constituting the Ticket Distributor as an agent of Flightsite for any purpose whatsoever.

10.2. **The Ticket Distributor is prohibited from representing himself/herself/itself as an agent of Flightsite and has no authority to enter into any agreement or transaction on behalf of Flightsite.**

11. CONFIDENTIALITY

11.1. The Ticket Distributor undertakes that it will not at any time, whether during the continuation and force of this Agreement or at any time after the termination thereof, divulge any information in relation to Flightsite's affairs or business or method of carrying on business or in relation to this Agreement.

12. LIMITATION OF LIABILITY AND INDEMNITY

12.1. **The Ticket Distributor acknowledges and agrees that it would be unreasonable to expect Flightsite to have discovered any defect in the Ticket issued by the Ticket Distributor to its Customer having regard to Flightsite's role in providing the Ticket to the Customer. Such a defect includes, but is not limited to, an invalid Ticket or a Ticket of a lesser class than that purchased. Accordingly, neither Flightsite nor any of its directors, employees, agents, vendors or suppliers will be liable to the Ticket Distributor's Customer for any direct, indirect, special, punitive, consequential or incidental damages including, without limitation, loss of profits or revenues, costs of replacement of goods, or any loss or damage arising out of any defect in the Ticket by the Ticket Distributor to the Customer.**

12.2. **Notwithstanding the other provisions contained in this clause 12, the Ticket Distributor acknowledges and agrees that Flightsite has no liability in relation to the Ticket Distributor's Customers if the Ticket was not issued via the Website.**

12.3. **Neither Flightsite nor any of its directors, employees, agents, vendors or suppliers will be liable for any direct, indirect, special, punitive, consequential or incidental damages including, without limitation, loss of profits or revenues, costs of replacement of goods, loss or damage to data arising out of:**

12.3.1. the use or inability to use the Website; and/or

12.3.2. the use of or reliance on information presented on the Website.

12.4. **The Ticketing Distributor indemnifies Flightsite against all and any claims instituted by its Customer or user of the Ticket, as the case may be, arising from any Ticket sold by the Ticketing Distributor, whether such damages be direct or indirect, consequential or otherwise of whatsoever nature or howsoever caused.**

13. ADDRESSES FOR NOTICES AND LEGAL PROCESS

13.1. Each Party choose as its address for all purposes under this Agreement (**"Chosen Address"**), whether in respect of serving any court process or other documents, giving any notice or making any other communications of whatsoever nature (**"Notice"**), the physical address and email address designated on the face of this Agreement.

13.2. Any Notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.

13.3. Any Party may by Notice to the other Party, change its Chosen Address to another physical address or email address, provided that the change shall only become effective on the 7th (seventh) day of receipt (or deemed receipt) of the Notice by the other Party.

13.4. Any Notice:

13.4.1. delivered by hand to a responsible person during ordinary business hours at his Chosen Address, shall be deemed to have been received on the day of delivery;

13.4.1. if sent by prepaid registered post from within South Africa, be deemed to have been received within 5 (five) days of posting, unless the contrary can be proven;

13.4.2. sent by email to his Chosen Address, shall be deemed to have been received on the date of dispatch and at the time recorded by the computer/device used by the sender of the email (unless the contrary is proven).

13.5. Notwithstanding anything to the contrary herein contained, a Notice actually received by a Party shall be an adequate written notice or communication to him notwithstanding that it was not sent to or delivered at his Chosen Address.

14. GOVERNING LAW

14.1. This Agreement will in all respects be governed by and construed in accordance with the laws of South Africa.

15. UNDERTAKINGS

15.1. By signature of this Agreement, the Ticket Distributor:

15.1.1. accepts and agrees to be bound by all the terms and conditions of this Agreement;

15.1.2. declares that all of the information that has been provided by it is true and correct in all respects, and is not misleading or deceptive in any way; and

15.1.3. acknowledges that it has received, read and carefully considered the terms of this Agreement

16. GENERAL

16.1. Whole Agreement. This Agreement (together with the "Sale and Purchase Agreement", "Debit Order Instruction" and any annexures, addenda, schedules and appendices attached hereto) constitutes the whole agreement between the Parties relating to the matters dealt with in this Agreement and save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties.

16.2. Non Variation. No variation, addition, deletion, or agreed cancellation of this Agreement will be of any force or effect unless in writing and signed by or on behalf of the Parties hereto.

16.3. No Waiver. No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by or on behalf of the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16.4. Severability. Each provision of this Agreement is severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the Parties will consult with one another in good faith in order to agree, if possible, an alternative provision in accordance with the intent and tenor of this Agreement. The remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

16.5. No Cession or Assignment. Save as otherwise herein provided, neither this Agreement nor any part, share or interest therein nor any rights or obligations hereunder may be ceded, assigned, or otherwise transferred by the Ticket Distributor without Flightsite's prior written consent.

Initials of Flightsite Representative	Initials of Flightsite Witness	Initials of Ticket Distributor	Initials of Ticket Distributor Witness

ANNEXURE A – TICKET PROCEDURE

1. Flightsite shall maintain a unique ID referred to as an "FRAG/FRAN ID/FRAG Account" system for all Ticket Distributors ("Unique Identification Code").
2. Flightsite shall provide a login and password to the Ticket Distributor (linked to the Unique Identification Code), upon the completion of the registration process, conferring upon such Ticket Distributor a limited and non-transferrable right to use the Services.
3. Flightsite shall not provide any payment gateway facilities to the Ticket Distributor, and the Ticket Distributor shall collect payments directly from its own Customers.
4. The Ticket Distributor shall issue Tickets and make reservations using the Services.
5. Flightsite undertakes not to disclose or divulge the Ticket Distributor's personal information to any third party without obtaining the prior consent of such Ticket Distributor.

Initials of Flightsite Representative	Initials of Flightsite Witness	Initials of Ticket Distributor	Initials of Ticket Distributor Witness

NON-EXCLUSIVE TICKET DISTRIBUTION AGREEMENT

1. PARTIES

The Parties to this Agreement are:

1.1. **Flightsite (Proprietary) Limited**

Registration Number:	2004/021024/07
Physical Address:	1st Floor GIHON Building, Cnr of Sportica & Bill Bezuidenhout Ave, Tygervalley, 7530
Postal Address:	1st Floor GIHON Building, Cnr of Sportica & Bill Bezuidenhout Ave, Tygervalley, 7530
Telephone Number:	0860 23 24 25
E-mail Address:	info@flightsiteagent.co.za

(Hereinafter referred to as "Flightsite"); and

1.2. (Insert name of Ticket Distributor)

Company Name:	_____
Full Name as per ID(s):	_____
Identity/Registration Number:	_____
Physical Address:	_____
Postal Address:	_____
Telephone Number:	_____
Mobile Number:	_____
E-mail Address:	_____

(Hereinafter referred to as "Ticket Distributor")

2. SUMMARY OF AGREEMENT & COMMENCEMENT

2.1. By signing this Agreement, the Ticket Distributor shall be granted non-exclusive access to and use of a website for the purpose of sourcing, securing and booking of Tickets for and on behalf of its Customers, on the Standard Terms and Conditions which are attached hereto.

2.2. The Ticket Distributor will act as an independent Ticket distributor and not as an agent of Flightsite.

2.3. The Ticket Distributor is prohibited from disclosing the existence of this Agreement and utilising the Flightsite logo or branding on its website and in any communications with or advertising to its Customers and the general public.

2.4. The Agreement will commence on the date upon which this Agreement is signed by the party signing last in time.

3. EXECUTION & SIGNATURE

3.1. This Agreement is signed by the Parties on the dates and at the places indicated below.

3.2. The persons signing this Agreement in a representative capacity warrant their authority to do so.