



Refund Policy

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Department: Finance

Owner: Nicolene Myburgh

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1 INTRODUCTION

The purpose of this section of the guidebook for Agents and Travel Consultants is to create a clear understanding of the Policy applicable to the Cancellation and Refund process with regard to the travel documents of CemAir (5Z)

CemAir customers and the traveling public in general, when applying for a refund or cancellation, often indicate that they were not aware of the refund and cancellation terms and conditions applicable to the service rendered or the travel document they have purchased at the point of purchase.

This is a clear indication that many of the uncertainties regarding the refund and cancellation process can be prevented at the first point of purchase/contact. It is the Selling Agent's responsibility to clearly explain not only the conditions of fare purchased but also the refund rules and regulations pertaining to the applicable purchase.

It is important that a clear understanding of this policy is attained between CemAir and the Agent/Travel Consultant. This will improve the refund processing time and enhance good customer relations.

2 THE COST OF SERVICES PROVIDED AND THE NUCLEUS OF THE REFUND POLICY

Any form or sort of service requested by a person or customer and provided for incurs an expense. To confirm the services provided for, a suitable valid travel document indicating the required service is issued, not free of charge, but as a fee.

The cost for issuing such a travel document or service rendered will therefore be recovered whenever a request for a refund or cancellation is received by CemAir.

Besides the incurred cost involved, this interaction also constitutes the basis for an obligatory contract between the customer and the Agent/ Travel Consultant and forms the nucleus of the Refund and Cancellation policy of CemAir.

3 IATA APPOINTED AGENTS OR TRAVEL CONSULTANTS

All IATA appointed Agents or Travel Consultants are considered to be fully competent and able to transact reservations and issue travel documents on behalf of CemAir.

To expedite refunds and to limit all unnecessary telephone calls and inquiries

as to the refund process, all IATA appointed Agents must ensure that their Travel Consultants are able and authorized, to quote airfares, effect reservations, apply for refunds and issue travel documents, in accordance with this policy.

Any Agent or Travel Consultant will confirm and display on the travel document being issued, all the necessary elements depicting exact terms and conditions applicable to that travel document.

The omission to do so could render the Agent or Travel Consultant liable in accordance with the terms and conditions related to any service or travel document.

The CemAir Refunds office or any other CemAir department will not be responsible for any cost incurred by such an error or any other errors made by an Agent or Travel Consultant.

4 AN UNDERSTANDING OF THE CemAir REFUND OFFICE PROCESS

The Refund Process requires that all refund documentation is received simultaneously and must contain all the value coupons for refund.

Once the refund is received the refund is registered onto the relevant CemAir BSP link, the Revenue Accounting team investigates, approves and processes these refunds as per this policy

The refund process takes up to a maximum of 21 working days to be finalized once all required supporting documentation has been made available.

NOTE: An application on BSPLink should only be made upon receipt of a request to do so from a customer by the travel agent.

5 THE REFUND PROCESS

The refund process is very dynamic and involves electronic and manual systems that are managed and validated at different intervals by trained staff.

It is regulated by:

- Government regulations
- Conditions of carriage
- IATA resolutions
- Fare rules and conditions

An originally issued travel document, used in accordance with the service/s for which it was issued, has no other additional costs over and above the displayed amount.

When a customer requests a refund, an amendment, a cancellation or a modification, for a specified service/s that was rendered, it constitutes a change of the original formal contract.

The party or person, who has requested the change, in part or in total, will pay any expenditure, costs, or penalties applicable and relevant to the change/s of the initial contract.

Any cost that is waived during the refund process will be a direct loss for the agent, Travel consultant or the carrier.

Note: The waiver of fees for change of dates, Agent's error of issue, or any other form of errors will be for the cost of the Agent or Travel Consultant, and will not be the responsibility of CemAir.

The refund **cost** will be recovered in the form of either an:

- Administrative Fee or
- Cancellation Fee

To allocate the applicable costs of an originally issued travel document, which will no longer be used as issued, in total or in part, it is necessary to establish whether that required change of the original travel document is:

- Voluntary or
- Involuntary

6 THE CEMAIR REFUND ADMINISTRATION FEE APPLIED TO ALL REFUNDS

Administration fees are charged for the work performed to process a refund on a traffic document. This is not to be confused with a cancellation penalty.

A Cancellation fee is payable as stipulated by the particular fare rules. Cancellation penalties may vary according to the conditions of sale, and is normally related to the conditions of the transportation contract sold, and not to be confused with an administration fee for a refund.

From 12 January 2023 the CemAir Refund Administration fees are:

- **R250 (plus 15% VAT)** is the standard refund administration fee. This is for refunds that by their nature require Airline authorization. The charge is applicable to all voluntary refunds.

IATA BSP Agents reserve the right to charge any additional administration fee from their clients to cover their operational expenses, but this must then be collected and communicated to their clients outside the BSP process and may not be reflected on any CemAir document.

7 VOLUNTARY REFUND

A voluntary refund is a refund where the reason for the refund of a totally unused travel document or the unused portion of it, is solely attributed to action or the lack thereof. The motivation for the refund is for reason.

Examples are:

- Decision not to travel
- Illness or death of customer or family member
- Error by Agent or Travel Consultant in issuing the travel document
- Double booking

The validity of a travel document is one year, calculated from the day of commencement of a flight or the date of issue for an open or unused travel document.

Travel documents that have already expired may possibly not be refundable under this section.

All the necessary penalties and cancellation fees will normally apply in these instances.

7.1 Waiver requests for voluntary refunds:

Waivers of any kind on voluntary refunds must be referred to CemAir Call Centre or Revenue Accounting department and waiver of these fees will not be allowed without a Unique Waiver code issued by the necessary authorized personnel at CemAir. This Unique Waiver code MUST be reflected in the Refund Application, if not the waiver will not be honored.

8 INVOLUNTARY REFUND

An involuntary refund is the request for a refund of a totally unused, or the unused portion of a travel document, which can be sole attributed to the airline being unable to provide the contracted conveyance of a customer as detailed on the travel document.

Attributed to the following:

- **Flight Time change**
- **Cancelled Flights**
- **Denied Boarding because of Operational Constraints**

Cemair may be required to change to a smaller aircraft because of weight restrictions which limits the aircraft's payload

When a flight disruption occurs, a customer may accept one of the remedies listed below

- Request a full refund of the un-flown portion of the ticket
- Accept the alternate re-accommodating arrangement

Before the refund may be authorized, the person responsible for authorizing the refund will be required to validate that the flight was indeed delayed or cancelled, or that the customer was denied boarding.

All the Administration penalties and cancellation fees will be waived in these instances

8.1 Waiver requests for involuntary refunds:

Waivers of any kind on involuntary refunds must be referred to CemAir Call Centre or Revenue Accounting department and waiver of these fees will not be allowed without a Unique Waiver code issued by the necessary authorized personnel at CemAir. This Unique Waiver code MUST be reflected in the Refund Application, if not the waiver will not be honored.

Note: Denied boarding due to incorrect documentation (e.g., Visa) or on advice from an Embassy's Airline Liaison Officer does not constitute an Involuntary Refund.

9 FAILURE BY CEMAIR TO PROVIDE CARRIAGE

On failure by CemAir to provide carriage in accordance with the contract of carriage, or where a customer requests a voluntary refund, the refund for an unused travel document or portion thereof will only be made by CemAir in accordance with the clauses and conditions of this policy.

Agents and Travel Consultants may re-issue a CemAir travel document on failure of providing carriage only if it is a travel document of CemAir and the airline failed to provide the transport in accordance with the terms and conditions thereof.

10 PERSON TO WHOM THE REFUNDS WILL BE MADE

CemAir may be entitled to make a refund either to the person named in the travel document or to the person who has paid for the ticket upon presentation of satisfactory proof.

If a person has paid for the travel document other than the customer named in the

travel document, and the travel document exposes a restriction on the refund

Waiver of the cancellation fees will only be approved and sanctioned by the CemAir Call center manager or Revenue Accounting department

11 Double booking

A double-booked ticket implies that you have two different flight reservations by the:

- ✓ same name
- ✓ dates and Time
- ✓ Route/ Segment
- ✓ Cemair reservation system

It is very important to report this before your trip. Be aware that you will not be entitled to a refund after the flight is over. If you have purchased an airline ticket for the same person on two different sites or platforms, you must contact the CemAir immediately.

12 HOSPITALIZATION OR DEATH CERTIFICATES

As already explained, the minimum administrative fee applicable to all voluntary refunds will apply even to those travel documents which are requested to be refunded for medical reasons or death in the family

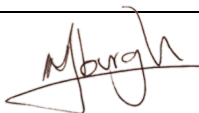
A hospitalization letter is only acceptable as a justification to consider the waiver of a cancellation fee in those exceptional cases that may occur only after a customer has commenced his journey and is incapacitated or prevented to complete the remainder of the journey within the period of the validity of that exposed airfare. A copy of a hospital invoice may also be required.

When a refund is being processed for a deceased customer, the Executor of the deceased estate may require the funds to be deposited into a nominated account which may differ from the original form of payment

A copy of the death certificate, and a certified declaration that the person requesting the refund is an immediate family member, will accompany the required refund documentation, which is submitted.

In the above cases, the validity of the travel document will be extended to the first flight available in the same class of service for which the airfare had been paid, no more than three months from the date shown on the medical certificate as the first permissible date to travel.

Immediate Family is defined and limited to spouse, children (including adopted children)

Authorisation Section	
Approved By:	Nicolene Myburgh
Designation:	Chief Operating Officer
Signature	
Date:	12 January 2023