

Terms & Conditions

The following Terms and Conditions should be read and understood prior to confirming your travel. Midlands Visa (Pty) Ltd's (hereinafter referred to as "Midlands Visa") purpose is to deliver amazing travel experiences to our individual customers and corporate clients. Please read the following terms and conditions carefully. Do not confirm any booking unless you understand and agree with the following terms and conditions.

- Interpretation

1.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.

1.1.1 Unless the context clearly indicates a contrary intention, any word connoting:

1.1.2 any gender includes the other two genders;

1.1.3 the singular includes the plural and vice versa; and

1.1.4 natural persons includes juristic and artificial persons and vice versa.

1.2 if figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail

1.3 When any number of days, or Business Days, is prescribed, such number shall exclude the first and include the last, unless, in the case of days, the last day falls on a Saturday, Sunday, or a public holiday in South Africa, in which case the last day shall be the next succeeding Business Day.

1.4 A reference to an enactment is a reference to that enactment as at the date of accepting of these Terms and Conditions and as amended or re-enacted from time to time.

1.5 The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply.

1.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Terms and Conditions.

1.7 The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

1.8 Where any term is defined within the context of any particular clause in these Terms and Conditions, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in the definition clause.

- **Definitions**

The following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

Business Day – any day other than a Saturday, Sunday or public holiday in South Africa;

Consumer Protection Act – the Consumer Protection Act No. 68 of 2008, as amended or re-enacted from time to time, including any regulations promulgated thereunder;

Corporate Client – a legal entity whose name is used for a booking on behalf of travellers;

Customer – Corporate Client and Individual Customer or either of them as the context may indicate. “You” or “Your” shall have a corresponding meaning;

Individual Customer – an individual making bookings in his or her personal capacity;

Parties – Midlands Visa and Customer and “Party” shall mean either of them as the context may indicate;

POPI – the Protection of Personal Information Act No. 4 of 2013, as amended or re-enacted from time to time, including any regulations promulgated thereunder;

ROE – Rate/s of Exchange; The Rate/s of Exchange which is the value of one currency for the purpose of conversion to another

South Africa – the Republic of South Africa;

Suppliers – third party service providers of, including but not limited to transport, accommodation, car rental activities and other travel related products and “Supplier” shall have a corresponding meaning;

Terms and Conditions – these terms and conditions, including the booking form; and

Traveler – a person on whose behalf a booking is made.

- **Payment**

3.1 Midlands Visa accepts the following methods of payment:

3.1.1 Cash;

3.1.2 Credit and / or debit cards in store;

3.1.3 Secure Online payment by credit card – Electronic Customer Acceptance (not available in the event of lowest airfare guarantee);

3.1.4 Electronic fund transfer;

3.1.5 Credit facility – only available to Corporate Clients and subject to prior approval and deposits paid;

3.1.6 Valid Midlands Visa Gift Cards.

3.1.7 The Individual Customer may make a card payment directly on the Supplier's website or secure link, which proof of payment thereof must immediately be sent to Midlands Visa.

3.2 Midlands Visa does not guarantee the compliance of the Supplier with laws and regulations relating to electronic payments contemplated in clause 3.1.7.

3.3 Midlands Visa charges a service fee for bookings made online as well as any cancellation of bookings made online.

3.4 Prices are subject to change until payment has been secured in full from the Individual Customer or when confirmation of acceptance of the quotation has been received by an authorised representative of the relevant Corporate Client.

3.5 Midlands Visa will not proceed with any booking until payment reflects in Midlands Visa's account and/or proof of payment referred to in clause 3.1.7 is sent to Midlands Visa. The Customer will be liable for any increase in price due to commercial conditions during the time it takes for the funds to reflect in Midlands Visa's account.

3.6 Should the services or product no longer be available due to clause 3.1.7, all funds received will be refunded to the Customer.

3.7 Midlands Visa will communicate with the Customer on the chosen email address of the Customer and will send the Customer an invoice on a once-off basis in relation to a booking made. The Customer should be vigilant in using email and should maintain the appropriate level of cyber security in order to prevent fraud or the interception of emails. Should anything occur which may appear suspicious or should the Customer receive more than 1 (one) invoice, the Customer should contact Midlands Visa immediately prior to making payment in order to verify payment details, failing which Midlands Visa will not be liable for any payment or damages suffered by the Customer. Notwithstanding the incorrect aforesaid payment, the Customer shall be liable to make payment of any amounts due to Midlands Visa.

3.8 If a booking price as displayed contains an inadvertent and obvious error, the Midlands Visa is not bound by it after—

3.8.1 correcting the error in the displayed price; and

3.8.2 taking reasonable steps in the circumstances to inform Consumers to whom the erroneous price may have been displayed, of the error and the correct price.

3.9 Where a booking price contains an error in contemplated clause 3.8, which error is not due to Midlands Visa's fault, the Customer will be entitled to cancel the booking made, unless the Customer wishes to proceed with a booking on a correct price.

3.10 It is the responsibility of the Customer to ensure that the Traveller's names (as per identity documentation), identity and/or passport numbers, travel dates, times, departure, destination and routings are correct.

- Price and availability:

4.1 All prices are quoted in South African Rand. Prices are valid at the time of quotation and can only be guaranteed once payment has been received in full from the Individual Customer or once Corporate Clients have confirmed their booking. Midlands Visa cannot be held liable for any increase to the quoted price; in the time it takes for payment to reflect in Midlands Visa's account or for Corporate Clients to confirm their booking.

4.2 The following commercial conditions shall apply to quotations and supply of services and product:

4.2.1 Price variation: If the ROE is applicable, the ROE on the day of **the** quotation will apply. Should the ROE increase at the date of payment reflecting in Midlands Visa's account, such increase will be for the Customer's account and payable in addition to the total price quoted;

4.2.2 General: All quotations are subject to availability from Suppliers. Should the product range no longer be available, another product will be quoted at an updated price;

4.2.3 Payment by deposit does not secure a price and is subject to the ROE. A price is secured once payment has been made in full by the Individual Customer or once the Corporate Client has confirmed their booking.

- Cancellation or changes:

5.1 Midlands Visa has to be notified of all cancellations or changes in writing prior to departure. The Customer will be liable for cancellation or date change penalties in the event that travel arrangements are changed or cancelled by the Customer.

5.2 Cancellation or date change penalties can amount up to the full purchase price subject to amongst others when the travel arrangements are cancelled, the Supplier's cancellation policy and the fare rules.

5.3 Travel bookings are non-transferable and name changes are not permitted.

5.4 You will forfeit the fare if you do not fly or do not notify the airline or your travel expert of your intent not to travel prior to your scheduled departure.

5.5 Tickets must be travelled on in the sequence they are booked, if not, the ticket will be forfeited.

- Travel Expo

Travel Expo packages and airfares are on promotion and offer discounted rates which are valid for a limited period. Any deposits or payments made in full for confirmed bookings during this period are non-refundable (subject to the Consumer Protection Act), non-exchangeable or non-changeable unless otherwise specified at the time of booking.

- Refunds:

7.1 Upon receipt of the Customer's written instructions to cancel a booking, Midlands Visa will charge a reasonable service fee for any refunds processed.

7.2 Should the Customer require a refund, the Customer must complete and submit a refund consent form provided by Midlands Visa.

7.3 Midlands Visa will endeavour to process all refunds by airlines within a reasonable time frame with the exception of the following refunds:

7.3.1 Tickets which have been taken over by the airline due to amongst others upgrades, downgrades, schedule changes, reissued tickets and expired tickets;

7.3.2 Any ticket submitted with supporting documentation for a refund due to an event as stipulated in the Consumer Protection Act.

7.4 The refunds stipulated in 7.3.1 and 7.3.2 can take up to 12 (twelve) weeks to be processed, subject to the Consumer Protection Act.

7.5 Refunds must be processed within the ticket's validity, thereafter the ticket will be deemed as non-refundable.

7.6 Any refund amounts received from a refund application submitted within the validity of a ticket will be retained on file for a period of 36 (thirty six) months, with the following conditions:

7.6.1 Midlands Visa will make every effort to contact you and to advise of the refund amount received;

7.6.2 Should all attempts to reach you be unsuccessful within a 36 (thirty six) month period of the refund amount being received, the refund amount will be forfeited by the Customer.

7.7 As a service to Corporate Clients, all unused tickets will be tracked and submitted for refunds. The refund will be subject to the cancellation policy, rules, terms and conditions of the relevant Supplier.

7.8 All refunds have to be submitted in writing prior to commencement of travel and will be subject to the cancellation policy, rules, terms and conditions of the relevant Supplier.

- Agency and third party suppliers:

8.1 Midlands Visa acts as an agent for, and sells various travel related products as agent on behalf of numerous transport, accommodation and other service providers such as visa suppliers, airlines, coach, rail and cruise line operators, as well as all wholesalers. Midlands Visa's obligation to the Customer is to (and the Customer hereby expressly authorises Midlands Visa) make travel bookings as the agent on the Customer's behalf and to arrange relevant contracts between the Customer and Suppliers.

8.2 Midlands Visa charges a fair and reasonable service fee to book travel on the Customer's behalf.

8.3 Midlands Visa exercises care in the selection of reputable Suppliers, but has no control over, or liability for, the services provided by Suppliers. All enquiries and business conducted with Suppliers are subject to the Supplier's terms and conditions. The Customer by signing or electronically accepting the Terms & Conditions is deemed to have read, understood and agreed to be bound by these Terms and Conditions which refer to Supplier terms & conditions. Any misapprehension about the transaction or the implications thereof should be brought to the attention of the Supplier. The Customer should request clarity on any misapprehension.

8.4 Any legal rights which the Customer might have in connection with the provision of travel services are against the specific Supplier and, except to the extent a problem is caused by fault on Midlands Visa's part, are not against Midlands Visa.

- Travel Insurance:

9.1 Travel insurance is strongly recommended for all travel.

9.2 Once the insurance policy has been confirmed and paid for, you will be issued with a policy document of the insurer. A copy thereof will be emailed to you and Midlands Visa strongly recommends that you read and understand this document before your

travel commences so that you can address any queries you may have to the insurer before you leave.

9.3 In the event of any queries or the need to lodge a claim, contact the insurer directly.

9.4 For assistance in obtaining travel insurance please call a travel expert at Midlands Visa who will facilitate the issuing of your travel insurance.

- Passports and travel documents:

10.1 Passports are required for all passengers including infants for international travel. Passports and travel documents must comply with the following requirements:

10.1.1 valid for at least 6 (six) months after your date of return;

10.1.2 must have a minimum of 2 (two) blank pages;

10.1.3 travel documents have to be in the name appearing on the Traveller's passport.

10.2 Temporary passports are not accepted in most countries.

10.3 Most countries require machine-readable passports. It is the Customer's responsibility to ensure compliance.

10.4 The Customer and / or Traveller indemnifies Midlands Visa against any errors which might occur and any cost relating thereto in the event that any Traveller's passport has not been issued by the Department of Home Affairs at the date of completing the booking form.

10.5 The onus is on South African permanent residents travelling on a foreign passport to ensure they have the required documentation to travel, including but not limited to visas.

10.6 The onus is on the Traveller, especially where the Traveller has become a citizen of the relevant country by naturalisation, to ensure that they are travelling with the correct travel documents.

10.7 Documentary identification is required for infants who are travelling.

10.8 Identification is required for all passengers travelling domestically. The airline will require that you present a South African identity document or South African driver's licence for domestic travel.

10.9 Most airlines require that the Traveller present the card utilised to make payment for the reservation upon check in at the airport.

- Visas:

11.1 Visas are required for South African passport holders to travel to most destinations including but not limited to the UK, USA, Europe, Canada and Australia. A Schengen visa is required when transiting twice in any European country or countries.

11.2 It is the Customer's responsibility to check visa requirements with the consulate or embassy of each country being visited including stopovers or ports and transits. Customers should check all border crossings as well as any ocean border crossing, as a visa may be required according to the maritime law of the country concerned. If visa Suppliers or the relevant consulate or embassy do not supply the correct advice, any claims must be made directly to the relevant party concerned. If entry into any country is denied, this can be amongst other a customs, internal security or home affairs issue and outside of Midlands Visa and the visa Supplier's control. Midlands Visa cannot be held liable for any claims related to working visas, student visas or residency permits.

11.3 Midlands Visa obtains visa information from a travel tool called Timatic. Midlands Visa cannot be held responsible for any incorrect visa information obtained from Timatic and therefore recommend that any information provided is also checked with the relevant consulate or embassy.

11.4 The processing time for a visa may vary and can generally take between a minimum of 5 (five) Business Days and up to 30 (thirty) Business Days. Delays in the processing of visa applications may occur during peak season periods. In some cases a visa may only be released by the consulate or embassy 24 (twenty four) hours prior to departure or even on the day of departure. It is highly recommended that you allow sufficient time for your visa application to be processed.

11.5 Certain visas need to be printed prior to travel and are to be presented along with your passport.

11.6 Immigration may require that supporting documentation is presented in addition to a passport and visa. This may include, but is not limited to; 3 (three) month's bank statements, proof of accommodation or tour, letter from the host at your final destination, letter from your employer stating your intent to return to employment, letter from a tertiary institution confirming that you study at this institution.

11.7 By accepting these Terms and Conditions the Customer confirms that he / she has been made aware that a visa may be required, inclusive of any transits, stop overs or port entries that may be included as part of the travel itinerary. The Customer furthermore confirms that the consultant has taken reasonable steps to ensure that the Customer is aware that Suppliers may be able to assist with a visa application at a fee; and that the customer is in a position to either accept or decline assistance with the visa application.

11.8 The Customer indemnifies and holds harmless Midlands Visa against all suits, actions, claims, judgements, direct and/or consequential damages or losses or other liabilities, and all costs and expenses which may arise from the services or the omission of supplying the services by any Supplier or the unsuccessful or late visa; or if there is any delay in obtaining a visa for the relevant travel.

- Travelling with Children

12.1 From 1 June 2015 all children under the age of 18 (eighteen) require the following:

12.1.1 unabridged birth certificates to travel internationally in and out of South Africa;

12.1.2 If travelling with one parent, consent in the form of an affidavit of the other parent is required as well as an unabridged birth certificate;

12.1.3 If travelling with no parents, consent in the form of an affidavit is required from both parents as well as an unabridged birth certificate;

12.1.4 Please refer to the Department of Home Affairs website for information on minors travelling internationally <http://www.dha.gov.za/>;

12.1.5 Ages of children and infants travelling must relate to the dates of travel.

- Car rental

13.1 The Customer listed as the driver of the vehicle must present a South African driver's licence along with an international driver's licence when renting a car overseas. The driver of the vehicle must have a valid credit card when collecting the car rental.

13.2 The Customer listed as the driver of the vehicle must present a South African driver's licence when collecting a domestic car rental and must also have a valid credit card to present at the time of collection.

13.3 Corporate Clients agree that any billback charges will be paid to Midlands Visa within 7 (seven) days of invoice. Corporate Clients furthermore confirm and agree that they are liable for any damage, traffic fines, accidents, toll fees and/ or other costs not covered by the waiver, incurred during the rental period. Midlands Visa will not be liable to recover such costs from the driver of the vehicle.

- Special Requirements:

14.1 The Customer should liaise with their travel expert or, for online bookings call 012 940 2949, regarding any special requirements for travel including but not limited to; seating, meals, bassinets, room location or any other special requests. Special requirements and requests are never guaranteed and are confirmed by the Supplier. Midlands Visa can submit special requests on your behalf however are not responsible for confirming these requests.

14.2 Seating may be requested prior to your departure however the airline reserves the right to amend their seating plan up until the time of departure. Generally, most airlines request payment for seating prior to departure.

14.3 Your travel itinerary will indicate the luggage allowances for your trip. Some airlines or low cost carriers include a zero luggage allowance and may charge a fee per bag. Please ensure you familiarise yourself with the luggage allowance for your entire trip.

- Travel Destinations:

By offering travel for sale to any destination, Midlands Visa does not represent or warrant that travel to such points is advisable or without risk, and the Traveller indemnifies Midlands Visa against any damages, losses, death or injury that may result from travel to such destinations.

- Health:

16.1 The onus is on the Customer and / or Traveller to ensure compliance with any health requirements and recommended precautions relevant to travel, including but not limited to ensure that all necessary vaccination documentation is presented.

16.2 Midlands Visa recommends that each Traveller consult their local doctor, travel medical service or specialist vaccination clinic before commencing travel.

16.3 Most vaccinations need to be administered prior to travel to be considered effective.

- Frequent Flyer:

17.1 The onus is on the Customer to advise the consultant when booking of the any frequent flyer membership details for inclusion in the booking. This information should also be completed on all traveller profile forms.

17.2 In the event of an online booking, the Customer should insert frequent flyer membership details in the space provided for inclusion in the booking.

17.3 Midlands Visa cannot guarantee that the relevant Supplier will credit the Customer with points for any booking and the Customer should query its points balance with the Supplier no more than 6 (six) months after travel has been completed.

17.4 Midlands Visa cannot confirm upgrade requests or guarantee an upgrade whereby a certain booking class is confirmed with the view of upgrading the ticket. Upgradable fare types are always subject to availability.

- Confirming travel & schedule changes

18.1 The Customer should confirm scheduled travel times at least 24 (twenty-four) hours prior to departure by:

18.1.1 Completing an online check in;

18.1.2 Downloading the applicable division's mobile app and ensuring that push notifications are activated;and

18.1.3 Confirming scheduled travel times with their travel expert, account manager or with the Supplierdirectly.

- Liquids, aerosols and gels

19.1 Strict regulations are in place with regards to the carrying of liquids, aerosols and gels as hand luggage on international flights and are subject to the following:

19.1.1 You may only carry liquids, aerosols and gels in your hand luggage in containers that have a maximum capacity of 100 (one hundred) millilitres each;

19.1.2 You may carry several containers with liquid contents however the total capacity may not exceed 1 (one) litre;

19.1.3 All 100 (one hundred) millilitres containers not exceeding one litre must be packed in a re-sealable, transparent plastic bag;

19.1.4 It must be possible to open and re-seal the plastic bag and must be presented to security for inspection.

- Tax

20.1 The Customer or Traveller will be liable for any additional taxes levied by the relevant country or city visited including inter alia local city tax or departure tax.

20.2 It is the responsibility of the Customer to declare any personal items with the South African Revenue Services prior to departure.

- Force Majeure

21.1 For the purpose of these Terms and Conditions, a force majeure event means circumstances beyond the reasonable control of Midlands Visa or any Supplier, affecting Midlands Visa's ability to perform any of its obligations under these

Terms and Conditions, including, but not necessarily be limited to, any of the following matters:

21.1.1 Strikes, terrorism, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, epidemic outbreak, confiscation or destruction or requisition by order of any government or any public authority or any other Act of State, including prevention or denial of trade, sanctions or closure of borders;

21.1.2 Denial of the use or unavailability of any railway, port, airport, shipping service or other means of

public transport, other than due to default on the part of Midlands Visa; and

21.1.3 Any other circumstances beyond the reasonable control and not within the reasonable expectation of Midlands Visa.

21.2 If Midlands Visa is prevented from or delayed in performing any of its obligations by circumstances beyond Midlands Visa or the Supplier's control as set out in this clause 21, then it will notify the Customer or Traveller in writing (insofar as it is aware thereof) of the nature and expected duration of such circumstances and of the obligation, performance of which is delayed or prevented.

21.3 Midlands Visa will, upon the occurring of the force majeure event, be excused from the performance or punctual performance, as the case may be, of its obligations, for so long as the circumstances or prevention or delay may continue.

- Feedback

22.1 Midlands Visa will only consider claims if the dissatisfaction with your travel booking has been brought to Midlands Visa's attention through our dedicated customer care team within 96 hours of returning in order for Midlands Visa to investigate the complaint efficiently and Midlands Visa is provided with a fair opportunity to rectify the situation and mitigate any losses or damage. Any third party claims must be made directly with the Supplier of the product Stolen or lost luggage must be reported to the airline prior to leaving the airport.

22.2 notwithstanding anything to the contrary mention in this Terms and conditions, Midlands Visa is not responsible for death, personal injury, any damages or losses occurring through the provision and / or omission of a service and / or product from a Supplier. Midlands Visa cannot guarantee the safety standards or satisfactory performance of any Supplier. Any travel booked is considered to be with your approval and consent to the Terms and Conditions attached.

22.3 Midlands Visa values your feedback. If you have a compliment, complaint or wish to share your experience with Midlands Visa, please contact ivan@laziwayz.co.za

- Privacy Policy

23.1 Midlands Visa is committed to protecting your personal information and agrees to handle your personal information in accordance with Midlands Visa's privacy policy, which is available online at:

<https://laziwayz.co.za/privacy-policy/>

23.2 Midlands Visa and its Suppliers of travel and travel related products and services may disclose your personal information, to which disclosure you hereby consent as

required by the POPI, to others where directly connected with facilitating your travel arrangements and bookings and the provision of travel service and products. For example, Midlands Visa may disclose your personal information to airlines, hotels, car rental companies and other service providers in facilitating your travel arrangements.

23.3 At all times Midlands Visa retains the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Midlands Visa may disclose aggregated information on an anonymous basis and without disclosing any personal information of the Customer, about users and use statistics relating to the site and aggregated information about Midlands Visa's sales and trading patterns to others.

- Legal Fees

In the event that Midlands Visa has to engage attorneys to enforce any of its rights in terms of these Terms and Conditions or otherwise, and in the event that Midlands Visa is successful in the enforcement of such rights, the client will be liable for all legal fees at an attorney and own client scale and any applicable collection commission.

- Governing Law

If any dispute arises between the Parties, the laws of South Africa will apply. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of South Africa, subject to section 70 of the Consumer Protection Act.

- Sole record of the agreement

These Terms and Conditions constitute the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

- Amendments of these Conditions

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Customer and a duly authorized representative of Midlands Visa. Notwithstanding the above, Midlands Visa reserves the right to amendment, cancellation and/or waiver any term or right referred to herein at any time and at its sole discretion.

- Waivers

No relaxation or indulgence which any Midlands Visa may grant to the Customer shall constitute a waiver of the rights of Midlands Visa and shall not preclude that Midlands Visa from exercising any rights which may have arisen in the past or which might arise in future.

- Intellectual property rights

All intellectual property owned by Midlands Visa shall remain the sole and exclusive property of Midlands Visa.

- Notices and Legal Process

30.1 Each Party chooses its address for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from these Terms and Conditions ("Chosen Address"), as follows:

30.1.1 Midlands Visa – 706 Bates Str. Moreleta Village, Pretoria 0181.

30.1.2 The Customer – the address specified in the booking form.

30.2 Any notice given or payment made by either Party to the other Party ("Addressee") which is delivered by hand between the hours of 08:30 am and 17:00 pm on any Business Day to the Addressee's Chosen Address for the time being shall be deemed to have been received by the Addressee at the time of delivery.

30.3 Any notice required or permitted under these Terms and Conditions is valid only if in writing.

30.4 Despite anything to the contrary in these Terms and Conditions, a written notice actually received by a Party, is an adequate notice to it even though not sent or delivered to its Chosen Address.

- Severability

31.1 If any provision of these Terms and Conditions shall be held illegal or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

- Acceptance

32.1 I acknowledge that I am 18 (eighteen) years of age or older and that I understand and have the legal capacity to enter into this contract and agree with the Terms and Conditions read with the remainder of the Terms and Conditions available at <https://laziwayz.co.za/terms-and-conditions/> My decision to make travel arrangements through Midlands Visa is not based solely on the advice given by Midlands Visa and I hereby confirm that the travel arrangements were not made under duress.

32.2 Customer and Traveller(s) furthermore accepts all the terms and conditions of the relevant airline(s) and Suppliers and relevant legislation.

- Liabilities

33.1 Customer and Traveller(s) confirm that Midlands Visa and all persons employed at Midlands Visa shall not be liable for any loss or damages of whatsoever nature and howsoever arising, caused to the Customer and Traveller(s), a third party or any of the aforementioned persons' property / assets, arising out of, or in connection with this relevant legislation, Terms and Conditions and any services rendered by Midlands Visa. Customer and Traveller(s) hereby indemnify and hold Midlands Visa and all

persons employed at Midlands Visa harmless in respect of any claim, demand, proceedings, action, costs (including costs on an attorney and client scale), charges, expenses, any loss, damage or injury of whatsoever nature arising out of the Terms and Conditions and relevant legislation.

- Penalties

34.1 Notwithstanding any other remedy Midlands Visa might have, should Midlands Visa suffer any damages, penalties, loss and / or any other liabilities as a result of the Customer's and Traveller's(s') actions, omission, non-compliance and / or any other reason, the Customer shall be liable to pay to Midlands Visa four times the damages, penalties, losses and / or liabilities Midlands Visa suffered, could suffer and / or will suffer.

- Cession

35.1 The Customer and Traveller(s) hereby agrees and consents to the cession, assignment, transfer and dispense of any and all the terms, conditions, rights and / or obligations contained in the Terms and Conditions by Midlands Visa should Midlands Visa wish to do so, and the Customer and Traveller(s) shall notwithstanding such cession, meet all its / their obligations in terms of this Terms and conditions.

- Surety

36.1 The person accepting these Terms And Conditions on behalf of the Customer bind himself/herself as surety and co-principal debtor for the due, actual and punctual performance of the Customer in favour of Midlands Visa or its heirs, executors, administrators and assigns, from any cause whatsoever.

- Appointment as agent

37.1 The Customer and Traveller(s) hereby appoint Midlands Visa as its agent and authorizes Midlands Visa to do anything necessary in terms of the Terms and Conditions on Customer's and Traveller's(s') behalf including completing any online check in, booking flights, appointing any third party, incurring liabilities and any other acts. The Customer and Traveller(s) also nominate and appoint Laziwayz to accept all the terms and conditions of the relevant airline(s) and Suppliers on their behalf. Midlands Visa reserves the right (at its sole discretion) to accept this appointment (from time to time).