



Airlink (Airlink) REFUND Policy (version 1) effective 1 January 2020

Notice – Confidential info?

Airlink Refund Rules and Regulations

1. BACKGROUND

Airlink publishes, as per IATA requirements, its Refund Policy to Travel Agents and Travel Consultants to create a clear understanding of the Policy applicable to the Refund and Cancellation process with regard to the travel documents of Airlink.

The responsibility to clearly explain not only the conditions of the fare purchased, but also the refund rules and regulation pertaining to the applicable purchase is the responsibility of the Selling Agent.

The general travelling public and Airlink passengers often indicate they were not aware of the refund and cancellation terms and conditions applicable to the services purchased.

Many of the uncertainties regarding the refund and cancellation process can be prevented at the first point of purchase/contact.

2. SCOPE

This policy applies to all services sold on **749** ticket stock by travel agents. It is the responsibility of the GDS subscribers to ensure that all of its employees, agents and contractors, in all of its locations, are familiar with this policy.

Airlink will apply a Cancellation Penalty or an Admin Fee (whichever is higher). It will be the responsibility of the Agent/Travel Consultant to collect amounts or make adjustments to the refund of travel documents.

3. COST OF SERVICES PROVIDED AND THE NUCLEUS OF THE REFUND POLICY

Any kind of service requested by a passenger and provided for, incurs an expense. To confirm the service provided for, a suitable valid travel document indicating the required service is issued, not free of charge, but at a cost.

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 Airlink. The interaction between Airlink Selling Point or the Agent and the passenger forms the nucleus of the Refund and Cancellation Policy.

4. 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 Airlink

To expedite refunds and to limit all the unnecessary delays to the refund process, all IATA appointed Agents will make sure that their Travel Consultants are able and authorized, to quote airfares, effect reservations, process 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 to the terms and conditions related to any service or travel document and will be unjustifiable.

NOTE: Airlink will not be responsible for any cost incurred by such an error or any others made by an Agent or Travel Consultant

5. BSPLINK REFUND APPLICATION PROCESS FOR BSPZA

The Airlink Head Office Refunds Department will only authorize refunds on BSPLink. 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 passenger by the travel agent.

All relevant supporting documentation must be attached to the online application.

For E-Tickets / EMD's

Attach copies of all documentation to the online application, e.g. death certificate, medical certificate, hospital bill, etc.

Downgrades:

Attach copies of all documentation to the online application (including the boarding pass)

EMD for a group deposit

Attach copy of authority obtained from groups department to refund

6. 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 passenger requests a refund, an amendment, a cancellation or a modification, for a specific 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 all 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/Airlink

Note: Any Agent's error of incorrect issuance or any other form of errors will be a cost for the Agent or Travel Consultant, and will not be the responsibility of Airlink.

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

- Administrative Fee or
- Cancellation Fee

Note: This is for the BSPZA market only as all countries will charge as per the market they serve.

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

7. ADMINISTRATION FEES AND CANCELLATION PENALTIES FOR REFUNDS

ADMINISTRATION FEES

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.

An administration fee is to be charged where there is no cancellation fee on the fare concerned. This fee is applicable even when a travel agent is processing the refund direct.

In cases where the cancellation is less than the administration fee, the latter will be applicable.

Note: All refunds that should have been processed on GDS but are forwarded to the airline will attract an additional admin fee of ZAR500.00 plus VAT over and above the applicable administration/cancellation fee.

IATA BSP AGENTS

In certain markets, Airlink may grant Agents a percentage or fixed portion of the administration or cancellation fee imposed on travel documents being refunded.

In the following instances, Agent or Travel consultant will forfeit any administration fees where:

- A. The Agent or Travel consultants send or refer refunds to the Airlink Refund Office.
- B. The Agent or Travel Consultant incorrectly computes the value of a refund, or neglects to apply the cancellation fee in accordance to the rules and regulations of that specific travel document.

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.

CANCELLATION FEES

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.

Note: Either an administration or cancellation fee (whichever is the highest) will be charged when processing a refund for the BSPZA market.

REFUNDING OF TAXES ONLY

In the event where the entire fare is non-refundable, the non-refundable amount (excluding vat) must be reflected in the remittance area, therefore, the amount must reflect in the cancellation penalty area followed by the vat in the vat box.

8. Airlink HEAD OFFICE REFUNDS WILL ONLY PROCESS THE FOLLOWING TRAVEL AGENT REFUNDS

- Involuntary Refunds
- Group Refunds
- Waiver and Favour authority (e.g. death, medical - all waiver requests must be done by a refund application on BSP Link).
- Exchange tickets
- Changes in IATA agent number
- Change in the form of payment
- Incorrect spelling of Passenger name
- Expired Tickets

Note: Any refund forwarded directly to Airlink not falling into the above categories will attract an additional administration fee of R500.00 plus VAT.

9. 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 of the passenger or the lack thereof.

Examples are:

- Decision not to travel
- Error by Agent or Travel Consultant in issuing the travel document

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

10. Waiver requests for voluntary refunds:

Waivers of cancellation fees or administration fees on voluntary refunds must be referred to Airlink Head Office Refunds department and may not be paid out by any station or directly by a travel agent without the approval of that department. All waiver requests must be done by a refund application on BSP Link.

Consumer Protection Act (CPA) directive for refunds: Consumer Protection Act is the law applicable in South Africa which gives consumers the right to receive a full refund in case of Illness/Death.

Illness:

- The hospital Account/Admission form must be obtained
- Eligible for a Full Refund

Note: Fare rules will apply where no hospital account/admission form is received to substantiate illness. Medical Certificates are not covered by the Consumer Protection Act.

Death:

- A Death certificate must be obtained
- Eligible for a Full Refund

Note: Death and illness should coincide with the dates of travel.

Each country has its own government regulations pertaining to consumer protection/rights.

11. 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 solely attributed to the airline being unable to provide the contracted conveyance of a passenger as detailed on the travel document.

Attributed to the following:

- Safety or legal requirements
- Cancellation of a flight
- The airline fails to operate a flight according to the schedule
- Fails to stop at a point to which the passenger is destined to stopover.
- Unable to honour confirmed space
- Unable to honour the class of booking
- Unable to deliver passenger to a connecting flight for which the passenger holds a confirmed reservation issued within the same travel document.

Note: Under this clause, all the administrative or cancellation fees will be waived.

Waiver requests for involuntary refunds: Waivers of cancellation fees or administration fees on involuntary refunds must be referred to Airlink Head Office Refunds department and may not be paid out by any station or directly by a travel agent without the approval of the relevant department. In the case whereby a Travel Agent has proof or evidence that led to such an involuntary refund request, such proof must be submitted to Head Office for the purposes of validation. This will ensure that the involuntary refund is properly supported with circumstantial evidence. All waiver requests must be done by a refund application on BSP Link.

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

12. TERMS AND CONDITIONS OF REFUNDS

The validity of a travel document is one year for international and six months for domestic flights; calculated from the day of commencement of a flight (partially used) or the date of issue for an open or unused travel document. Special / Restricted Fares will determine the validity as per the special fare rule.

The validity of a travel document for refund purposes is twelve (12) months from date of issue. Travel documents that are older than (12) months may not be refunded.

Note: This policy applies for documents issued in South Africa only.

Subject to applicable Government Regulations and their currency control restrictions, an Agent / Travel consultant or Carrier will refund only, to the person who has paid for the travel document in the original form of payment, via the original issuing agent office.

13. FAILURE BY Airlink TO PROVIDE CARRIAGE

On failure by Airlink to provide carriage in accordance with the contract of carriage, or where a passenger requests an involuntary refund, the refund for an unused travel document or portion thereof will only be made by Airlink in accordance with the clauses and conditions of this policy. Refer to our website: www.flyairlink.com

Agents and Travel Consultants may re-issue an Airlink travel document only if the airline failed to provide the transport in accordance with the terms and conditions thereof and upon the airline's notification or authorisation.

14. REFUND PAYMENT OF TRAVEL DOCUMENTS BY AGENTS OR TRAVEL CONSULTANTS

VOLUNTARY REFUNDS

Totally unused travel documents and partially used travel documents:

- The Agent or Travel consultant will refund the travel documents issued by that same Agency if the motivation for the refund is on a voluntary basis. In the event of an ADM due to duplicate usage Airlink will request from the Travel Agent the written request for refund as instructed by the customer to the Travel Agent.
- A voluntary refund requires that all applicable administrative or cancellation fees be applied. Note: Waiver of these fees will only be approved and sanctioned by Airlink's Refunds Department.

VMPD's /EMD's - All VMPD's/EMD's refunds will be forwarded to the carrier whose document has been used to originate the transaction.

Note: Voluntary refunds will be made by the Carrier who originally issued the travel document or by the Agent who issued the travel document when authorization is received. All BSP E-TICKETS/VMPD's/EMD's issued for groups require authority from the groups department before they can be finalized.

INVOLUNTARY REFUNDS

All Agents or Travel Consultants will forward involuntary refunds to the ISSUING AIRLINE for refund and processing.

All involuntary refunds HAVE to be referred to H/O Refunds Department for authorization. Only once such authorization has been received, may the station pay out such refund.

Note: Airlink will only process travel documents under this clause.

15 PERSON TO WHOM THE REFUNDS WILL BE MADE

Airlink will make a refund to the travel agent via BSP according to the form of payment as indicated in the ticket purchased. The only acceptable deviation would be where the credit card indicated in the ticket has changed and there is proof substantiating that fact (letter from the credit card institution/bank declaring the change).

Refunds for closed agents will be dependent on the reason for closure thereof.

16 RIGHT TO REFUSE A REFUND

Airlink may refuse to refund a travel document if application thereof, is made later than TWELVE MONTHS after the date of issue of document.

The Carrier may refuse the refund on a travel document, which has been presented, to a Carrier or Government officials of a country as evidence of intention to remain in that country. Unless the passenger establishes to Airlink's satisfaction, that he or she has received permission to remain in that country or that he or she will be departing from that country on another Carrier or other means of transport.

17 CURRENCY

All refunds will be subject to Government laws, rules and regulations or orders by the country in which the travel document was originally purchased and of the country in which the refund is being made.

Subject to the foregoing provision, refunds will normally be made in the currency in which the ticket was paid for, but may be made in another currency in accordance with Carrier's Regulations and its applicable rates of exchange.

18 METHOD OF REFUND PAYMENT BY AGENTS AND TRAVELLING CONSULTANTS

An Agent or Travel Consultant may only process refunds on travel documents that were issued by them. The refund will always be processed in the same way as the original transaction form of payment, i.e. cash or credit card.

If another Agent has issued a travel document or Travel Consultant not affiliated to Airlink, or outside of South Africa, or by another Carrier, the person requesting the refund must be referred to that issuing office for a refund.

Lost document refunds, expired travel documents, unused VMPD's/EMD's must be referred and submitted to the issuing Carrier together with the appropriate refund application and their required attachments.

19 SUPPORTING DOCUMENTATION

A refund will only be processed if the ticket number and supporting documentation, as required, have been attached to the correct refund application form and forwarded to our offices for processing.

Only in the following instances will photocopies of the documents required for a refund be accepted:

- Death certificates,
- Hospital bills
- Passport or ID
- The Agent or Travel consultant's copy of the document,
- In the case of cabin occupancy downgrade, the copies of the passenger's travel document together with a boarding pass of the passenger.

20 MEDICAL CERTIFICATES

The waiver of the cancellation fee will only be considered for illness of a passenger or immediate family member based on the fare rules. Please note that the refund admin fee is still applicable.

It is recommended that the passenger be advised and encouraged to take out a cancellation and curtailment insurance cover. The insurance cover will protect and compensate for all those eventualities or penalties that will be levied to those airfares they have chosen to purchase.

Immediate Family is defined and limited to spouse, children (including adopted children) parents, brothers, sisters, grandparents, grandchildren, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law. Blood relations to family members will need to be proved upon request and all decisions are subject to Airlinks discretion. Refunds due to medical reasons with a medical certificate are not guaranteed.

21 APPLICABLE FARES

The applicable fares are those published by or on behalf of Airlink, or if not published, constructed in accordance with the Carrier's rules and conditions relevant to that fare which are subject to Government Requirements and the Carriers Regulations.

The applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket. When the amount that has been collected is not the applicable fare, the difference for the applicable fare shall be paid by the passenger or, as the case may be, refunded by the Carrier, in accordance with the Carrier's Regulations.

22 REFUND AMOUNT

VOLUNTARY REFUND

If a passenger or issuing agent, wishes a voluntary refund of a travel document for a reason other than those set out for an involuntary refund, the amount of refund shall be:

- If no portion of the travel document has been used, an amount equal to the fare paid, less any applicable administration or cancellation fees.
- If a portion of the travel document has been used, the refund will be the amount equal to the difference between the fare paid and the applicable fare for travel between the points of which the ticket has been used, less any applicable administrative or cancellation fees.

Note: Not all fares are refundable according to the fare rules and regulations that are stipulated under this clause.

THE REFUND OF A DOCUMENT UPGRADEABLE TO THE NEXT HIGHER FARE

Currently several fare bases stipulate the rule that the ticket is non-refundable but upgradeable to the next higher fare. Should the ticket be upgraded to a higher fare, the original fare rules will be considered in case of a refund calculation.

23 INVOLUNTARY REFUND

If the refund is due on an involuntary basis, the amount of refund shall be:

- Equal to the fare paid, if no portion of the ticket has been used.
- If a portion of the ticket has been used, the refund will be the higher of: a. The one-way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover
OR
b. The difference between the fare paid and the fare for the transportation used.

Note: In both these instances the administrative or cancellation fees, if any applicable to that fare, will be waived and absorbed by Airlink.

24 AUTOMATED BSP REFUND PROCESSES

Automated Refunds are available in the BSPZA market. This means that Agents will use their GDS to finalise refunds that do not require Airline authorization.

Agents should refer to their GDS manual for procedures on how to process auto refunds. Note:

- Airlink has no consultants to assist with the agents GDS policy and procedures.
- The normal Refund procedure, rules and regulations will apply.
- Partial and Full Refunds will be accepted via the auto refunds process.
- XP, OC and DU tax codes are non-refundable.
- The Cancellation or Administration fee will always be applicable.

- Non-refundable fares are non-refundable.
- Airlink will continue to audit the billing and ADM's will be issued for violations.

Those travel documents which have been issued incorrectly, either due to "system error" or "agents' error" or "duplicate issue", must be VOIDED and reported as such to BSP within the same sales reporting period. If these errors are detected only after the corresponding reporting period of the date of issue, they are to be processed as "normal" refunds, applying any administrative or cancellation penalties due. It is the duty of the Agent to correctly recuperate or claim from the source of origin the fees if the passenger is not liable for them. These documents are "NOT INVOLUNTARY" refunds

25 FEES CHARGED IN THE BSPZA MARKET

The standard refund administration fee is R440.00 plus VAT. This is for refunds that by their nature require Airline authorisation and for refunds processed directly by travel agents. The charge is applicable to all voluntary refunds.

Note: The standard refund administration fee of R440.00 plus VAT is also applicable to refunds processed through the GDS

The alternative refund administration fee is R500.00 plus VAT.

- This is for refunds which should have been finalised by the agents directly using their GDS.
- This administration fee will either be collected through an ADM (if the FOP on the ticket is credit card) or deducted from the refund (if the FOP is cash).
- The alternative refund application fee will be over and above the standard refund administration fee of R440.00 plus VAT, or applicable cancellation fee

Note: Only Cash and Credit Card are valid payment types for BSP Agent refunds.

26 SPECIFIC REFUND REQUIREMENTS FOR HEAD OFFICE APPROVAL

INCORPORATED REFUNDS

Correspondence with Another Airline

- Voluntary/Involuntary downgrade
- Missing coupons due to incorrect exchange

Retroactive refund

- Request from OAL & follow up correspondence
- Refund application
- Copies of all TICKETS/EMD/VMPD's involved
- Flight details (referral notices handed to PSGRS by other Airlines, Boarding Passes, etc.) that may be of assistance in finalizing the refunds.

GROUP REFUNDS

Supporting Documentation

- Unused tickets
- Purged PNR • TICKET/EMD/VMPD
- Copies of TICKET/EMD/VMPD's involved Group department authorisation
- Obtain group authorisation document stipulating the waiver rules and regulations according to the group contract.

UNUSED TICKETS

Supporting documentation

- Refund Application.
- Unused Coupons
- Permanent Residence Certificate where Applicable

VOLUNTARY AND INVOLUNTARY DOWNGRADING

Supporting Documentation

- Refund application/Approval Forms completed in detail
- Copies of all TICKETS's/EMD's/VMPD's involved
- Flight details
- Boarding passes
- In-/Voluntary downgrading notices handed to PSGRS by Airline concerned.

AGENT ERROR – NEW TICKET ISSUED. The agent issues a ticket incorrectly for the passenger and is forced to issue a new ticket and cancel the original one – Name errors.

Supporting documentation

- The agent must prove that a new ticket was issued for the same itinerary before a waiver on the fare rules can be granted. Waivers are at the discretion of Airlink and are not guaranteed.

Note: The agent has the ability to cancel such incorrect ticket the same day on his/her SALES REPORT. This will eliminate an unnecessary refund. If such agent did not cancel the ticket on the SALES REPORT, the standard administration fee plus VAT will be charged as indicated.

FLIGHT INTERRUPTIONS OR CANCELLATIONS

Request must be sent to Airlink Head office for a waiver number (all waiver requests must be done by a refund application on BSP Link).