

Travel Booking Payment and Refund Terms & Conditions

These Terms and Conditions ("Terms") govern all travel bookings made by eligible customers of Sterling Bank Ltd ("the Bank" or "Sterling") through the Bank's designated platform, in partnership with Kajjago ("the Partner" or "Travel Service Provider"). The Bank facilitates access to travel services offered by the Partner but does not itself provide travel, airline, hotel, or ancillary services. By proceeding with a booking, you acknowledge that you have read, understood, and agreed to be bound by these Terms. If you do not agree with any part of these Terms, you must not proceed with a booking.

1. Payment and Booking Confirmation

- 1.1 All payments shall be made through the Bank's designated channels.
- 1.2 A booking shall be deemed confirmed only upon successful payment of the required deposit or full amount, and the Bank shall issue a written booking confirmation to the customer upon such payment.
- 1.3 Funds paid by customers may be held by the Bank and released to the Partner in accordance with agreed service milestones.
- 1.4 The Bank's role is limited to facilitating payment and maintaining oversight of transactions. The Bank does not guarantee the availability, quality, or delivery of travel services provided by the Partner.
- 1.5 Customers are advised to ensure they are eligible for travel to their intended destination, including obtaining any requisite travel documents, visas, and insurance, prior to making a booking. The Bank and the Partner shall bear no liability for failure to travel arising from a customer's failure to obtain such documents.

2. Deposit Policy

- 2.1 A deposit may be required to secure a booking.
The applicable deposit amount shall be communicated to the customer at the time of booking and prior to payment being made.
- 2.2 Such deposit shall be non-refundable, except as otherwise provided in these Terms.
- 2.3 Deposits may be transferred to an alternative trip offered by the Partner, subject to availability and applicable conditions.
- 2.4 Where a trip is cancelled by the Partner, the deposit shall be fully refundable.
- 2.5 Where a deposit transfer is initiated under Clause 2.3, the customer must notify the Bank in writing within fourteen (14) days of the original cancellation. Transfers shall be subject to the Partner's availability and any applicable price differential between trips shall be borne by the customer.

3. Cancellation and Refund Policy

3.1 In the event of cancellation by the customer, the applicable refund or credit shall be determined as follows:

a. **More than 180 days before departure:**

Full refund of all amounts paid, excluding any non-refundable third-party charges as specified in Clause 9.

b. **Between 90 and 180 days before departure:**

Full value of payments converted to travel credit.

c. **Between 60 and 90 days before departure:**

80% of total payment converted to travel credit; 20% retained as cancellation fee.

d. **Between 20 and 60 days before departure:**

65% of total payment converted to travel credit; 35% retained as cancellation fee.

e. **Less than 20 days before departure:**

No refund or credit shall be applicable.

3.2 All refunds and credits shall be processed through the Bank.

3.3 Travel credits shall be valid for a period of twelve (12) months from the date of issuance and shall be non-transferable, non-exchangeable for cash, and subject to availability at the time of redemption. Any unused credit at the expiry of the validity period shall be forfeited without compensation.

3.4 Cancellation requests must be submitted in writing to the Bank through its official support channels. The date of receipt of the written cancellation notice shall determine the applicable cancellation tier under Clause 3.1.

3.5 The Bank and the Partner reserve the right to verify the circumstances of any cancellation request before processing a refund or credit. The Bank shall not be liable for delays arising from incomplete or inaccurate cancellation requests submitted by the customer.

4. Visa Refusal

4.1 Customers seeking refunds on the basis of visa refusal must provide verifiable evidence, including an official refusal notice from the relevant embassy, consulate, or immigration authority, within seven (7) days of receipt of such refusal notice.

4.2 Where visa refusal occurs:

a. **Notification at least 60 days before departure:**

Full refund of payments made, excluding the deposit (which may be transferred to another trip in accordance with Clause 2.3), and excluding any non-refundable third-party charges.

b. **Notification less than 60 days before departure:**

A refund of up to eighty percent (80%) of payments made (excluding the deposit and non-refundable third-party charges) may be considered, subject to review and approval by both the Bank and the Partner. A cancellation processing fee of up to twenty percent (20%) shall be deducted from any approved refund.

4.3 All visa-related refund requests shall be subject to review and validation by both the Bank and the Partner.

4.4 The Bank and the Partner shall not be liable for visa refusals under any circumstances, including where a visa refusal occurs as a result of an error, omission, or misrepresentation by the customer in their visa application. Customers are strongly advised to obtain travel insurance that covers visa refusal prior to making a booking.

5. Refund Processing

5.1 Approved refunds shall be processed within **15 to 21 working days** from the date of approval by the Bank and the Partner.

5.2 Refunds shall be made to the original payment method unless otherwise agreed.

5.3 The Bank shall not be liable for any delays in refund processing arising from incorrect account details provided by the customer, or from delays attributable to third-party payment processors or correspondent banks.

5.4 Where a refund request is declined, the Bank shall notify the customer in writing with reasons, and the customer may escalate the matter in accordance with Clause 8.

6. Trip Cancellation or Modification by Partner

6.1 In the event that the Partner cancels or materially modifies a confirmed trip, customers shall be entitled to:

- a. A full refund of all amounts paid, including the deposit; or
- b. An alternative trip option of equivalent or greater value, subject to availability and the customer's acceptance.

6.2 For the purposes of this Clause, a "material modification" includes, but is not limited to, a change in departure date of more than forty-eight (48) hours, a change in departure point or destination, or a significant reduction in the standard of accommodation or services originally booked.

6.3 The Bank shall use reasonable endeavours to notify affected customers of any cancellation or material modification by the Partner as soon as reasonably practicable upon receipt of such notification from the Partner. However, the Bank shall not be liable for any loss arising from the Partner's failure to notify the Bank in a timely manner.

6.4 The Bank's liability in the event of Partner cancellation or modification shall be limited to facilitating the refund or rebooking process in accordance with these Terms. The Bank shall not be liable for any indirect, consequential, or incidental losses suffered by the customer as a result of such cancellation or modification.

7. Bank Oversight and Customer Protection

7.1 The Bank shall maintain oversight over all payments, refunds, and credits processed via its platform.

7.2 The Bank reserves the right to review, mediate, and resolve disputes arising from bookings to ensure fair treatment of customers.

- 7.3 The Bank may delay or withhold settlement to the Partner in cases involving disputes, service failure, or regulatory concerns.
- 7.4 Notwithstanding its oversight role, the Bank acts solely as a payment facilitator and is not a party to the travel services contract between the customer and the Partner. Accordingly, the Bank shall not be liable for any failure, deficiency, or non-performance of travel services by the Partner.
- 7.5 The Bank shall process personal data collected in connection with bookings made under these Terms in accordance with applicable data protection laws, including the Nigeria Data Protection Act 2023, and its Privacy Policy as published on its website from time to time.
- 7.6 The Bank reserves the right to suspend or terminate a customer's access to the travel booking platform in the following circumstances:
- (a) where required by a directive, order, or instruction of a competent regulatory authority, including the Central Bank of Nigeria or the Federal Competition and Consumer Protection Commission;
 - (b) where the Bank reasonably determines, acting in good faith, that continued access poses a material risk to the security, integrity, or financial interests of the Bank or its customers; or
 - (c) where the customer has breached any of these Terms or has engaged in fraudulent, unlawful, or abusive conduct in connection with the platform.
- 7.6.1 Where suspension or termination is initiated by the Bank under paragraph 7.6(b) or (c), the Bank shall, to the extent reasonably practicable and not prohibited by law or regulatory directive, provide the customer with prior written notice of the suspension or termination, together with the reason therefor, and shall afford the customer a reasonable opportunity to respond or remedy the relevant breach before suspension or termination takes effect. Where prior notice is not practicable, the Bank shall notify the customer as soon as reasonably possible after the suspension or termination has taken effect.
- 7.6.2 Suspension or termination of access shall not, of itself, affect any booking already confirmed prior to such suspension or termination, and the Bank shall use reasonable endeavours to ensure that customers are not unreasonably prejudiced in respect of confirmed bookings.

8. Dispute Resolution

- 8.1 Customers may raise complaints via the Bank's official support channels.
- 8.2 Disputes shall be reviewed jointly by the Bank and the Partner, and a formal response shall be communicated to the customer within fifteen (15) Business Days of receipt of a written complaint.
- 8.3 Where a dispute remains unresolved following the Bank's internal review, the customer may escalate the matter to the relevant regulatory body as may have jurisdiction, in accordance with applicable law.
- 8.4 These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Any dispute arising out of or in connection with these Terms which is not resolved through the process set out in this Clause shall be subject to the exclusive jurisdiction of the Nigerian courts.

9. Non-Refundable Charges

- 9.1 Certain third-party charges, including but not limited to payment processing fees or external service costs, may be non-refundable.
- 9.2 Where applicable, non-refundable charges shall be clearly disclosed to the customer prior to confirmation of booking. The customer's proceeding with a booking shall constitute acknowledgement and acceptance of such charges.
- 9.3 The Bank shall not be responsible for any charges levied by airlines, hotels, or other third-party service providers in connection with cancellations, amendments, or no-shows, which shall remain the sole responsibility of the customer.

10. Amendments

- 10.1 These Terms may be updated from time to time.
- 10.2 Any material changes shall be communicated via the platform prior to taking effect.
- 10.3 The applicable Terms shall be those in effect at the time of booking.
- 10.4 Where an amendment materially affects a booking already confirmed, the Bank shall endeavour to notify the affected customer directly. Continued use

of the platform following notification of an amendment shall constitute acceptance of the revised Terms.

11. Limitation of Liability

- 11.1 To the fullest extent permitted by applicable law, the Bank's liability to a customer in connection with any booking made under these Terms shall be limited to facilitating the refund of amounts paid through the Bank's platform in respect of the affected booking, in accordance with these Terms.
- 11.2 The Bank shall not be liable for any indirect, special, incidental, consequential, or punitive loss or damage suffered by the customer, including but not limited to loss of enjoyment, loss of opportunity, loss of profit, or any costs associated with alternative travel arrangements, howsoever arising.
- 11.3 Nothing in these Terms shall exclude or limit the Bank's liability for death or personal injury caused by its negligence, fraud, or any other liability that cannot be excluded under applicable Nigerian law.
- 11.4 The Bank shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, civil unrest, government action, regulatory directive, epidemic, pandemic, or failure of third-party systems or infrastructure.

12. Eligibility

- 12.1 Access to the travel booking offer is available exclusively to eligible customers of Sterling Bank Ltd who meet the Bank's internal criteria for the Affluent Segment, as determined by the Bank from time to time.
- 12.2 The Bank reserves the right to withdraw access to this offer from any customer who no longer meets the applicable eligibility criteria, to the extent reasonably practicable and not prohibited by law or regulatory directive, provide the customer with prior written notice of the withdrawal of access, together with the reason therefor, and shall afford the customer a reasonable opportunity to respond or remedy the relevant breach before such withdrawal takes effect and without liability.
- 12.3 Customers must be at least eighteen (18) years of age to make a booking. Where a booking is made on behalf of a minor, the adult customer making the booking shall be solely responsible for ensuring the minor's compliance with all travel requirements.

13. General

- 13.1 These Terms constitute the entire agreement between the Bank and the customer in relation to travel bookings made through the Bank's platform and supersede any prior representations or agreements in relation thereto.
- 13.2 If any provision of these Terms is held to be invalid, unlawful, or unenforceable, that provision shall be deemed severed and the remaining provisions shall continue in full force and effect.
- 13.3 No failure or delay by the Bank in exercising any right under these Terms shall constitute a waiver of that right.
- 13.4 These Terms are published in the English language. In the event of any inconsistency between the English version and any translated version, the English version shall prevail.