



terms & conditions

Virgin Australia accelerate Terms and Conditions

What this agreement does

1. This Agreement:

- (a) sets out the Benefits which we will offer you in accordance with the terms and conditions of this Agreement for the sale of flight and flight related services offered by:
 - (i) Virgin Australia Airlines Pty Ltd ABN 36 090 670 965;
 - (ii) Virgin Australia Airlines (SE Asia) Pty Ltd ABN 79 097 892 389;
 - (iii) Virgin Australia International Airlines Pty Ltd ABN 63 125 580 823;
 - (iv) Virgin Australia Regional Airlines Pty Ltd ABN 76 008 997 662; and
 - (v) any other entity which we include in this Agreement by providing you with 30 days' written notice;
- (b) governs the way Virgin Australia provides the Benefits to you; and
- (c) sets out what you have to do so that Virgin Australia can provide the Benefits to you; but
- (d) does not govern the provision of Air Transport Services to you or your employees, contractors and agents. The provision of Air Transport Services is governed by the Conditions of Carriage.

2. **ELIGIBILITY**

2.1 Unless otherwise agreed in writing by Virgin Australia, you are only eligible to join or remain in the Virgin Australia accelerate program if you hold:

- (a) an active Australian Business Number (ABN) and have an Australian street address. You are not eligible to join the Virgin Australia accelerate program if your ABN's Entity Type in the Australian Business Register (ABR) states 'Superannuation Fund'; or
- (b) an active New Zealand Business Number (NZBN) and have a New Zealand street address.

2.2 Travel agents, travel management companies, travel wholesalers, air travel consolidators, or anyone re-selling air travel are not eligible to join the Virgin Australia accelerate program.

2.3 We may review or terminate this Agreement with immediate effect upon written notice to you if you breach any term of this Agreement or have a total annual air travel Expenditure of greater than AUD\$500,000 (for Australian-based customers) or NZD\$500,000 (for New Zealand-based customers). We will be entitled to claim as a debt due and payable any incentives paid to you pursuant to the Agreement and we will not be required to pay you any incentives to which you would have otherwise been entitled.

2.4 For the avoidance of doubt, we reserve the right to refuse any application for a Virgin Australia accelerate account at our sole discretion.

2.5 Any application received with a total annual air travel Expenditure greater than AUD/NZD\$500,000 is subject to review. If your total annual air travel Expenditure is greater than AUD/NZD\$500,000, please contact accelerate@virginaustralia.com prior to completing the Virgin Australia accelerate application form.

2.6 Customers must wait a minimum 24 months from the time their Virgin Australia accelerate account is closed or terminated prior to making an application to open a new account.

3. **TERM AND TERMINATION**

This Agreement:

- (a) starts on the Commencement Date and continues until terminated in accordance with clause 2.3 or this clause 3;
- (b) applies to bookings issued from the Commencement Date until termination of the Agreement or in accordance with clause 2.3;
- (c) may be terminated by either party without cause by giving not less than thirty (30) days written notice to the other party;
- (d) may be terminated immediately by notice in writing in the event of a Default Event or in accordance with clause 2.3; and

- (e) sets out the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement (whether written or verbal) between them relating to the subject matter of this Agreement.

4. RESPONSIBILITIES

4.1. We will (subject always to the terms of this Agreement):

- (a) provide you with the Benefits in the manner set out in clause 5 and Schedule 2, provided you meet the Minimum Performance Requirements;
- (b) provide you with one or more Codes to identify and track your booking;
- (c) accept bookings from you or your TMC through the Virgin Australia website, an online booking tool with API connectivity, GDS or GCC; and
- (d) accept payment for your bookings by credit card, UATP, POLi®, Travel Credit Account, travel bank or any other payment method we may introduce from time to time.

4.2. You will:

- (a) appoint the Airline as preferred suppliers as part of your company's travel policy;
- (b) actively raise awareness of the Benefits contained in this Agreement inside your organisation and actively encourage the use of the Airlines' products and services by employees travelling on company business;
- (c) assist with open communications between us and your company and subsidiaries;
- (d) update Virgin Australia on changes in your business that may impact your future travel patterns and volume and assist with open communications between us and your company, including local offices, branches, division and subsidiaries;
- (e) consent to (or procure the consent of) your nominated contact and all employees nominated by You to be a Virgin Australia business portal user (collectively referred to as the "Users") receiving Commercial Electronic Messages from us containing marketing and promotional material from Virgin Australia, its Partners and/or selected Virgin Australia Corporate Customers and you agree (or will procure the agreement of the Users) that we do not need to include an unsubscribe facility in any message we send you or the Users;
- (f) consent to (or procure the consent of) your nominated contact and all employees nominated by You to receive Pilot Gold status to receive reminders prior to their Pilot Gold membership expiry;
- (a) agree to participate in surveys which may be conducted by Virgin Australia or its third party service providers. You consent to Virgin Australia using information provided in these surveys for research purposes;
- (b) pay, or to instruct your TMC to pay, Virgin Australia for any Air Transport Services booked with your Code or Codes by making payment in accordance with the rules set out in Schedule 3.
- (c) provide, or ensure your TMC provides, each traveller booking Airline flights with the relevant terms and conditions for the booking including the Conditions of Carriage, any particular conditions relating to the class of fare and any restrictions, penalties or cancellation provisions and the Virgin Australia Privacy Documents before making any booking or as soon as practicable after making the booking;
- (d) warrant that all information given to Virgin Australia to form this Agreement is correct, and you undertake to notify us in writing within five (5) Business Days of any changes to the information;
- (e) not assign, novate, or otherwise dispose of your rights, interests or responsibilities under this Agreement without our prior written consent; and
- (f) inform your employees and agents that by travelling with us they will be deemed to have agreed to our Conditions of Carriage and Virgin Australia's Privacy Policy located on the Virgin Australia Website.

5. BENEFITS

5.1. The way in which Virgin Australia will calculate and provide Fare Advantage Discounts and Travel Credits to you is set out in Schedule 2.

5.2. Any Benefits offered to you as part of this Agreement will only come into force on the Commencement Date and in the applicable business location currency which is determined by the Australian Business Number or New Zealand Business Number entered at time of joining this program.

5.3. Virgin Australia may from time to time vary the Benefits or the conditions applying to the Benefits by giving you thirty (30) days' written notice.

- 5.4. Some or all of the Benefits are conditional, and may not be provided or continued unless you meet the Minimum Performance Requirements. You also acknowledge and agree that Virgin Australia may recover as a debt due and payable, any Benefits provided to you in error (for example, an overpayment of your Travel Credit in error), unless otherwise separately agreed.
- 5.5. You agree that the Benefits are calculated and provided on the Base Fare component of your Flown Expenditure unless expressly stated otherwise. You confirm that the previously recorded annual Expenditure data you have provided to us prior to the start of your Agreement is calculated on the Base Fare component of your travel spend.
- 5.6. Only your employees and persons working on behalf of you and whose travel is at the company's expense are eligible for travel on tickets in relation to which you have received the Benefits. For the avoidance of doubt, your Codes and the Benefits cannot be used for personal travel. We reserve the right to verify the employment status (or other relevant association with you) of any persons travelling on tickets issued under this Agreement and passengers may be asked to produce corporate identification.

6. CODES

6.1. Booking Code

- (a) Virgin Australia will provide you with one or more Codes to identify your bookings and may also use other such mechanisms, such as your TMC's IATA Numbers, to identify your bookings.
- (b) Provided that you continue to meet the eligibility requirements for a Booking Code, Virgin Australia will give you a Booking Code (or Codes) which will enable you or your TMC to book through the Virgin Australia Website, Virgin Australia Business Portal, online booking tool with API connectivity, GDS or GCC.
- (c) You warrant and accept that all bookings made using the Booking Code are to your account, and you will pay Virgin Australia for all bookings made with your Booking Code.
- (d) You agree (whether directly or through your TMC) to ensure that:
- i. your Booking Code is entered when you make bookings with the Airlines. Your Booking Code cannot be entered retrospectively after a ticket has been issued. Virgin Australia will not be obliged to provide Travel Credits to bookings which you or your TMC make without using your Booking Code;
 - ii. your Booking Code is not used for bookings for an entity which is not a party to this Agreement (for example, another corporate client); and
 - iii. your Booking Code is kept confidential and secure, noting you may wish to ensure that you enter into a separate agreement with your TMC to ensure that your TMC maintains the security of your Code.
- (e) In addition to any other rights we may have at law, we may suspend or cancel the use of your Booking Code immediately in the event of a breach of any clause of this Agreement (including Payment Default).

6.2. Travel Credit Account Code

- (a) Provided that you meet the flown annual base fare Travel Credit target outlined in Schedule 2, we will give you a Travel Credit Account Code, which will enable you or your TMC to book flights through the Virgin Australia Website, using your Travel Credit paid in to your Travel Credit Account.
- (b) You acknowledge that all bookings made by using the Travel Credit Account Code are not eligible for consideration in calculating Travel Credits under this Agreement.
- (c) You agree (whether directly or through your TMC) to ensure that your Travel Credit Account Code is kept confidential and secure. You may wish to ensure that you enter into a separate agreement with your TMC to ensure that your TMC maintains the security of your Travel Credit Account Code.
- (d) In addition to any other rights we may have at law, we may suspend or cancel the use of your Travel Credit Account Code immediately in the event of a breach of this Agreement (including Payment Default).
- (e) Bookings made using your Travel Credit Account Code are not recognised as the reportable expenditure of your TMC.

7. BOOKING THROUGH TMC

7.1. If you use a TMC to book Air Transport Services with Virgin Australia, you agree to ensure that your TMC:

- (a) complies with the terms of this Agreement as if your TMC was a party to this Agreement;
- (b) keeps your Codes secure and confidential;

- (c) promotes Virgin Australia as the preferred carrier for business travel and accurately, and no less favourably than any other airline, represents the products and services of the Airlines to you, your employees, contractors and agents;
- (d) complies in full with the fare rules published by us on the Virgin Australia Website and in trade releases which are applicable to the Benefits;
- (e) in addition to complying with the obligations in clause 4.2(h), provide each traveller booking Airline flights with a privacy collection statement that provides the information set out in clause 14;
- (f) ensures that a Code specific to your company is entered into all bookings made on your behalf;
- (g) provides such reporting data to us or our nominated third parties as is reasonably required by us, having regard to industry practice and to your needs;
- (h) advises travellers of schedule changes, and changes to our products and services as notified by us from time to time; and
- (i) has your permission to receive your air travel reporting data provided by Virgin Australia.

7.2. If your TMC makes bookings on your behalf through a GDS, your TMC must have its IATA Number(s) registered with Virgin Australia as an approved agent to book Airline fares through a GDS.

7.3. You agree to provide Virgin Australia with thirty (30) days' written notice in the event of a change of TMC.

8. BOOKING DIRECTLY WITH VIRGIN AUSTRALIA

If you, your employees, contractors or agents make bookings directly with Virgin Australia (for example, through the Virgin Australia Business Portal, a direct booking tool or the Guest Contact Centre), you agree to:

- (a) ensure that you enter your Booking Code for all bookings;
- (b) ensure that you make each traveller aware of the Conditions of Carriage and applicable fare rules;
- (c) obtain the consents required by clause 14.2 of this Agreement;
- (d) provide each traveller with their relevant Airline travel itinerary and travel plan or ticket; and
- (e) not misrepresent the products and services to your employees, contractors and agents or alter or obscure any information which we provide to you (for example, travel itineraries, fare rules, Conditions of Carriage and Virgin Australia Privacy Documents).

9. REPORTING

9.1. An annual performance report outlining the Flown Expenditure and Eligible Expenditure will be made available to you after a twelve (12) month period trading with the Virgin Australia accelerate program.

9.2. During the Term, if your annual air travel Expenditure is equal to or greater than AUD\$200,000 (for Australian-based customers) or NZD\$200,000 (for New Zealand-based customers) for any consecutive 12 month period, we require PRISM reporting to track your expenditure to calculate payment of any applicable incentive. You are responsible for ensuring you have signed the appropriate data release authority, which will instruct your nominated TMC to forward your total travel expenditure data to PRISM. PRISM reporting is only required where your company is booking via a TMC.

9.3. If we do not require you to sign up to PRISM, we will provide you with an annual report of your Expenditure and the Benefits we have provided to you.

10. PROVISION OF AIR TRAVEL SERVICES

10.1. You acknowledge that:

- (a) this Agreement governs the way in which you book travel with the Airlines, and the way in which Virgin Australia provides the Benefits to you;
- (b) any Air Transport Services are provided to the individual traveller in a separate contract governed by the Conditions of Carriage;
- (c) you will use reasonable endeavours to ensure that your employees, contractors and agents comply with the Conditions of Carriage;

- (d) the Conditions of Carriage represent the full extent of the liability of the Airlines to any person in relation to the provision of any Air Transport Services booked pursuant to this Agreement; and
- (e) Virgin Australia will need to perform maintenance and upgrades to its fare distribution channels (including the Virgin Australia Website, API, GCC and GDS). As such, these channels may experience outages and downtime and in some circumstances, the Virgin Australia Website and/or booking engine may not be functional. While Virgin Australia will make reasonable efforts to provide alternative booking methods, Virgin Australia accepts no liability whatsoever for any loss caused by such outages.

11. VIRGIN AUSTRALIA LOUNGE

- 11.1. Your use of the Online Corporate Scheme is governed by the Corporate Membership conditions outlined in clause 14 of the Lounge Terms and Conditions.
- 11.2. Use of the Virgin Australia Lounge by any individual is subject to the Lounge Terms and Conditions.
- 11.3. Upon activation of your Online Corporate Scheme, you agree:
 - (a) the elected Scheme Coordinator has the authority to make decisions and payments on your behalf;
 - (b) the elected Scheme Coordinator is responsible for relaying and agreeing to the Lounge Terms and Conditions on an employee's behalf when the Virgin Australia Lounge membership has been purchased or arranged by you;
 - (c) it is the Scheme Coordinator's responsibility to ensure that the contact information given is correct and up to date; and
 - (d) you are responsible for advising us of any changes relating to your contact information.

12. TAX

- 12.1. Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.
- 12.2. If a party ('Supplier') makes a taxable supply under or in connection with this Agreement, the recipient of the supply ('Recipient') must pay the Supplier an additional amount equal to the GST payable on that supply at the same time as the GST exclusive consideration is paid.
- 12.3. If an amount is calculated by reference to or as a specified percentage of another amount or revenue stream, that first amount will be calculated by reference to or as a specified percentage of the other amount or revenue stream exclusive of GST and Ticket Taxes
- 12.4. If any consideration is expressly stated to be inclusive of GST and if an applicable law increases or decreases the rate of GST, then the consideration (inclusive of GST) will be increased or decreased to take into account the increase or decrease in the rate of GST.
- 12.5. You shall pay and shall indemnify, defend, hold harmless from and against and reimburse Virgin Australia for the amount of any Tax (including Ticket Taxes) levied, imposed, collected, withheld, assessed or charged in respect of the Agreement, the payment(s) made under the Agreement, and the entering into and undertaking of the transaction(s) contemplated or attributable to this Agreement. All payments by you shall be free and clear of all withholdings or deductions of any nature whatsoever except to the extent otherwise required by law. If you are required to make a deduction or withholding for or in respect of any Taxes from any payment to be made to Virgin Australia, you must pay to Virgin Australia by way of supplemental payment an additional amount such that after the deduction of all amounts required to be withheld or deducted from the payment and the supplemental payment, the net amount actually received by Virgin Australia will equal the amount that Virgin Australia would have received if such deduction or withholding had not been required.
- 12.6. Words or expressions used in this clause 12 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Goods and Services Tax Act 1985* (NZ) have the same meaning in this clause.

13. CURRENCY

Virgin Australia will calculate any international currency conversions using the prior month average exchange rate information from Bloomberg or the exchange rates issued by IATA or such other reputable independent provider / tool we may elect to use for currency conversions. We will notify you of any new conversion provider / tool with sufficient time prior to use.

14. PRIVACY

- 14.1. Both parties agree to comply with Privacy Laws in respect of any Personal Information Processed by it in connection with this Agreement. By signing this Agreement, you confirm you are aware of and have read Virgin Australia Privacy Documents. You are liable for any breach of the Privacy Act by your personnel, agents or TMC (if you use one).
- 14.2. Without prejudice to your obligations in clause 4.2(h) and 7.1(e), you agree to obtain any requisite consent from each traveller in relation to the Processing of the traveller's Personal Information by Virgin Australia in connection with this Agreement and in accordance with the Virgin Australia Privacy Documents, including without limitation, consent to the disclosure by Virgin Australia of the passenger's Personal Information, flight itinerary and travel status to you and any of your Personnel or agents (including your TMC, if applicable).

15. GENERAL

- 15.1. Each party must not disclose the terms of this Agreement to any person unless required by law to do so or with the other party's prior written consent or for the purpose of clause 7.1(a).
- 15.2. Each party must obtain the other party's prior written consent to the use of that party's name, logo or any other intellectual property in any promotional or advertising material whatsoever, including any promotions, links or information which may appear or be displayed on that party's website.
- 15.3. This Agreement is governed by the laws of Queensland. Each party must comply with all laws and regulations relevant to that party's obligations under this Agreement.

16. NOTICES

Notices under this Agreement must be provided to the following addresses

Virgin Australia:

Virgin Australia Airlines Pty Limited
Attention: Accounts
PO Box 1034, Spring Hill QLD 4004
Australia
Tel: 61 7 3295 3000
Fax: 61 7 3839 4024

You:

The address listed in the application of the Virgin Australia accelerate program.

17. ACCEPTANCE

By submitting the online application form to Virgin Australia (<http://www.virginaustralia.com/au/en/experience/corporate-travel/accelerate/accelerate-application/>), you confirm and agree to the terms and conditions in this Agreement and its schedules.

Schedule 1

Definitions

- (a) **“Agreement”** means this agreement and consists of the Application Form, the agreement terms and conditions and each of the Schedules.
- (b) **“Agreement Details”** means the details listed in the Application Form at the beginning of this Agreement.
- (c) **“Airline”** means Virgin Australia, Virgin Australia International Airlines Pty Ltd, Virgin Australia Regional Airlines Pty Ltd and Virgin Australia (SE Asia) (as the case may be).
- (d) **“Air Transport Services”** means the transportation of persons by air and includes services related to this service, including but not limited to airport check-in, guest lounges, baggage services and baggage collection.
- (e) **“API”** means Application Programming Interface and is an interface to Virgin Australia’s reservation system.
- (f) **“Application Form”** means the application completed by you for the purposes of joining Virgin Australia’s accelerate program.
- (g) **“Base Fare”** means a fare exclusive of Ticket Taxes and GST but inclusive of any Q-surcharge.
- (h) **“Benefits”** means the benefits referred to in Clause 5 and Schedule 2.
- (i) **“Booking Code”** means a unique identification number, issued by Virgin Australia, which identifies your booking through our booking system on the Virgin Australia Website or through our GCC.
- (j) **“Business Day”** means a week day on which trading banks are open in Brisbane, Australia; and if anything required to be done pursuant to this Agreement falls due on a day which is not a Business Day, then it shall be sufficient if the thing is done on the next following Business Day.
- (k) **“Charter Services”** means a booking for the exclusive use of an Aircraft.
- (l) **“Commencement Date”** means the first day of the calendar month following our acceptance of your Virgin Australia accelerate application and the issuance of a Booking Code to you.
- (m) **“Commercial Electronic Message”** has the meaning given to it in the Spam Act 2003 (Cth).
- (n) **“Conditions of Carriage”** means the conditions of carriage of Virgin Australia, as displayed on the Virgin Australia Website from time to time.
- (o) **“Conference Fare”** means a fare for twenty (20) passengers who are travelling to the same destination for a common purpose on multiple itineraries.
- (p) **“Corporate Portal”** or **“Business Portal”** means Virgin Australia’s secure online booking facility which automatically applies your Booking Code to your booking and which must be used for all Virgin Australia corporate direct bookings.
- (q) **“Corporate Sales Agreement”** means an agreement you have entered into with Virgin Australia, including the Accelerate incentive agreement or any other corporate incentive agreement.
- (r) **“Default Event”** means:
 - (i) in respect of either party, an event of bankruptcy or insolvency or an assignment for the benefit of creditors or in the events of appointment of receiver, receiver and manager, provisional liquidator, liquidator and official manager; or
 - (ii) failure by you to pay any amount due pursuant to this Agreement including any Payment Default.
- (s) **“Discounts”** means the discounts provided to you as set out in clause A of Schedule 2.

- (t) **“Eligible Expenditure”** means Expenditure meeting the eligibility conditions listed in Schedule 2.
- (u) **“Eligible Services”** means flights sold with the ‘VA’ designator and which are operated by an Airline. It may also include code share services (services which are sold under the “VA” designator but which are not operated by an Airline) operated by other airlines .
- (v) **“Expenditure”** means all Base Fares attributable to bookings made by you or by your TMC on your behalf on Eligible Services, when made using your Booking Code and includes adjustments for changes, cancellations and credits.
- (w) **“Future Flight Credit” or “FFC”** means unused tickets and conditional credits, where the original payment date was on or before 20 April 2020, which under the Deed of Company Agreement (DOCA) are referred to as “Future Flight credit” (FFC).
- (x) **“Fare Advantage Discount”, “Fare Advantage” or “Fare Advantage by accelerate”** means a Base Fare discount that is provided to you on selected fare classes and cabins on Virgin Australia’s Business Portal or via eligible registered TMCs or corporate travel agents.
- (y) **“Flown Expenditure” or “Flown Revenue”** means all Base Fare revenue attributed to the month or reporting period the passenger flies where Virgin Australia is the marketing carrier and the flights are operated by the Airlines or operated under certain codeshare arrangements, as measured by our revenue accounting system. Flights purchased in partial or full with Travel Credits, Compensation Credits or Velocity Points will not be included in Flown Expenditure.
- (z) **“Guest Contact Centre (GCC)”** means a 24/7 operated contact centre for our guests.
- (aa) **“Group Fares”** means fares for a party of ten (10) passengers or more travelling on the same flights where a special fare has been issued by our group travel department.
- (aa) **“GST”** means any form of goods and services, consumption or value added tax.
- (bb) **Industry Benefit Practice** means the manner in which airlines provide benefits to Australian-based corporate customers, including the method, quantum and basis for calculation of the relevant benefits.
- (cc) **“Lounge Terms and Conditions”** means the conditions of entry to the Virgin Australia Lounge, which are located at <http://www.virginaustralia.com/information/domestic-and-short-haul-international/lounge-terms-and-conditions/>.
- (dd) **“Minimum Performance Requirement”** means the Flown Expenditure targets as outlined in Schedule 2.
- (ee) **“Month”** means calendar month.
- (ff) **“Online Corporate Scheme”** means the online scheme that allows you to purchase and manage your Lounge memberships.
- (gg) **“Partner”** means a third party with whom Virgin Australia or any of its Related Bodies Corporate (including Velocity Frequent Flyer Pty Ltd) has a commercial relationship with for the provision of goods or services to customers of Virgin Australia or Velocity Frequent Flyer Pty Ltd.
- (hh) **“Payment Default”** has the meaning given in Schedule 3.
- (ii) **“Personal Information”** has the meaning given to it in the Privacy Act.
- (jj) **“PRISM”** means the third party data aggregating company, PRISM INC.
- (kk) **“Pilot Gold Membership”** means a promotional membership of Velocity Frequent Flyer, the frequent flyer program of Virgin Australia, as set out in Schedule 2.
- (ll) **“Pilot Gold Terms and Conditions”** means the terms and conditions applying to a Pilot Gold Membership.
- (mm) **“Privacy Act”** means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles, as amended from time to time.

(nn) **“Privacy Laws”** means the Privacy Act and all other applicable laws, statutes, regulations, registered privacy codes (including an APP Code) that apply to how a party Processes Personal Information.

- (oo) **“Private Fares”** is a fare that is not generally made available to the public that has been offered by us directly to a corporate or TMC.
- (pp) **“Process”** includes collect, record, organise, store, adapt, alter, retrieve, consult, use, disclose, make available, combine, block, erase or destroy.
- (qq) **“Promotional Fares”** means a fare that is available for a limited period only and which is not part of the standard Published Fare inventory.
- (rr) **“Scheme Coordinator”** means the individual nominated by you to manage the Online Corporate Scheme on your behalf.
- (ss) **“Ticket Taxes”** any Government and airport related taxes, fees, levies, service fees, charges and surcharges (including without limitation insurance surcharges, fuel surcharges, fare surcharges, YQ/YR charges) and any other taxes, fees, levies, charges and surcharges imposed on air travel or the method of payment.
- (tt) **“TMC”** means Travel Management Company.
- (uu) **“Travel Credit”** means the benefit provided to you by Virgin Australia in accordance with the criteria set out in Schedule 2 of this Agreement.
- (vv) **“Travel Credit Account”** means an account into which your accrued Benefits will be deposited.
- (ww) **“Travel Credit Account Code”** means a unique identification number issued by Virgin Australia, which allows you to pay for bookings with accrued Benefits from your Travel Credit Account.
- (xx) **“Unpublished Fare”** means a fare not generally made available to the public. This includes Private Fares, Promotional Fares and fares that have been combined with another service, e.g. hotel accommodation as part of a package.
- (yy) **“Velocity”** means the Velocity Frequent Flyer Program operated by Velocity Frequent Flyer Pty Ltd ACN 601 408 824 on behalf of Velocity Rewards Pty Ltd ABN 98 116 089 448 as trustee for the Loyalty Trust.
- (zz) **“Virgin Australia”** means Virgin Australia Airlines Pty Ltd ABN 36 090 670 965.
- (aaa) **“Virgin Australia Corporate Customer”** means a third party that has signed a corporate air travel services agreement with Virgin Australia.
- (bbb) **“Virgin Australia Privacy Documents”** means the privacy policy and privacy statements of Virgin Australia, as published on the official website of Virgin Australia from time to time.
- (ccc) **“Virgin Australia Website”** means the website located at www.virginaustralia.com.
- (ddd) The word **“include”** (and all of its grammatical forms) has the meaning as if followed by the words “without limitation”.
- (eee) References to **“GST Laws”** are references to the GST legislation, regulations and rulings in the country in which you conduct your business.
- (fff) **“we”** or **“us”** means Virgin Australia.
- (ggg) **“you”** means the company or person entering into this Agreement with us.

Schedule 2

Benefits

If you comply with the terms of this Agreement, we will provide you with the benefits outlined in this Schedule 2.

(A) FARE ADVANTAGE DISCOUNT

1. We will provide you Fare Advantage Discounts in accordance with the terms of this Agreement.
2. The availability of Fare Advantage Discounts is limited and do not apply to all fare classes. The Fare Advantage Discount levels applicable are the discount levels published on the Virgin Australia accelerate website at the time a booking is made and are subject to change. The Fare Advantage Discounts are located on: <http://www.virginaustralia.com/au/en/experience/corporate-travel/accelerate/>.
3. Fare Advantage Discounts can only be booked through the Virgin Australia Business Portal, the Virgin Australia Guest Contact Centre, an eligible registered self-ticketing TMC or a corporate travel agent.
4. You must include your Booking Code in the booking in order to be eligible for the Fare Advantage Discount.
5. Fare Advantage Discounts cannot be used in conjunction with any other offer or discount, other than as expressly provided for in this Agreement.
6. Fare Advantage discounts do not apply to any bookings made via the Virgin Australia conference and group travel area and cannot be combined with any other Unpublished Fares and Promotional Fares.
7. Fare Advantage Discounts are not available through the Virgin Australia public website and may not be available through all TMCs or corporate travel agents. If your TMC is not registered with Virgin Australia to processing Fare Advantage Discounts, please instruct your TMC to contact Virgin Australia at accelerate@virginaustralia.com.
8. Fare Advantage Discounts are included in the calculation of your annual Travel Credit.
9. Fare Advantage Discount levels may change without notice. Please check the Virgin Australia accelerate website for current discount levels.
10. Fare Advantage Discount do not apply to bookings for Children and/or Infants.

(B) MINIMUM PERFORMANCE REQUIREMENTS

1. Travel Credit Tiers

- (a) Subject to you meeting or exceeding the annual Minimum Performance Requirement on the applicable region detailed below, we will provide you with a partial Travel Credit (GST inclusive) in the form of a Travel Credit to a Travel Credit Account in your name. The Travel Credit relates to previous bookings made by you for Air Transport Services. The Travel Credit will be applied against previous domestic spend to the greatest extent possible. Your Travel Credit tier will be calculated in accordance with the following table:

Minimum Performance Requirements (Flown Expenditure Tiers) (AUD/NZD\$)	Annual Travel Credit %
Tier 1 \$20,000 +	2.0%
Tier 2 \$50,000 +	3.0%
Tier 3 \$100,000 +	3.5%
Tier 4 \$150,000 +	4.0%
Tier 5 \$200,000 +	4.5%
Tier 6 \$250,000 +	5.0%

- (b) The Minimum Flown Expenditure level you must achieve to receive or continue receiving a Travel Credit is AUD/NZD\$20,000. The applicable currency is determined by the Australian Business Number or New Zealand Business Number entered at time of joining this program.

- (c) The Travel Credit (GST inclusive) will be calculated by applying the percentage applicable to the tier of total Flown Expenditure you achieve during the relevant period, to the total amount of Eligible Expenditure you achieve during the relevant period. For example, if your total Flown Expenditure for the relevant period falls within Tier 2, your Travel Credit (GST inclusive) will be calculated by multiplying the Eligible Expenditure you generated during the relevant period, by the Tier 2 Travel Credit percentage e.g. \$50,000 multiplied by 3.0%.
- (d) The maximum Travel Credit (GST inclusive) amount which can be achieved is AUD/NZD\$15,000.
- (e) We will issue you an Adjustment Note in relation to the Travel Credit within 28 days of crediting the Travel Credit Account. For the avoidance of doubt and notwithstanding any other provision of this Agreement, the adjustment to GST reflected in the Adjustment Note will not be paid to you in cash. This adjustment to GST is reflected in the amount credited to the Travel Credit Account.

2. **Eligible Expenditure criteria for calculation of Travel Credit**

- (a) Your Flown Expenditure will be calculated on your total Base Fare expenditure where Virgin Australia or an Airline is the Marketing Carrier and will exclude GST and any other levies and surcharges.
- (b) Your Eligible Expenditure will be calculated on fare classes J-Q for Eligible Services and will exclude GST and any other levies and surcharges.
- (c) Flights purchased in partial or full with Travel Credits, Compensation Credits or Velocity Points will not be included in Eligible Expenditure.
- (d) Bookings for the following do not count towards the calculation of your Eligible Expenditure:
 - i. Domestic Lite fares in M class, domestic Choice fares in S & T class, and U class where FFC has been used as form of payment;
 - ii. Trans Tasman and International Short Haul Lite fares M-class and U-class where FFC has been used as form of payment;
 - iii. International Long Haul Economy Lite fares in M class and U class where FFC has been used as form of payment.
- (e) Bookings made via the Virgin Australia conference & group travel area or Unpublished Fares and Promotional Fares (with the exception of Fare Advantage Discount fares), do not count towards your Flown Expenditure or Eligible Expenditure as they already attract discounts and/or relaxation of fare conditions.
- (f) Bookings will only count as Flown Expenditure or Eligible Expenditure if made with your Booking Code during the Term.
- (g) Bookings paid for through your Travel Credit Account do not count towards the calculation of your Flown Expenditure or Eligible Expenditure.
- (h) Bookings for hotel accommodation, car rental or ancillaries (e.g. extra baggage, insurance) are not included in the calculation of your Flown Expenditure or Eligible Expenditure.

3. **Travel Credit Account**

- (a) We will use reasonable endeavours to provide your Travel Credit (if any) into your Travel Credit Account within sixty (60) days of the 12 month anniversary of this Agreement.
- (b) Travel Credit funds expire twelve (12) months (365 days) after the date of issuance (**Expiry Date**). Refunds to the Travel Credit Account will expire on their original expiry date (i.e., the expiry date when the Travel Credit was initially issued).
- (c) Any portion of the Travel Credit Account Code which has not been booked and flown prior to the Expiry Date will automatically expire, and will not be carried over. Tickets are non-redeemable for cash.
- (d) Your Travel Credit Account can only be used to redeem Published Fares in relation to flights marketed and operated by an Airline (including taxes) and are not redeemable for cash.
- (e) Your Travel Credit Account can be used to book any class of fare, and the relevant fare rules will apply. Changes to confirmed flights will incur the relevant change fees per guest as per the fare rules of the ticket type booked. Fare rules can be located on the Virgin Australia Website.
- (f) Your Travel Credit Account cannot be transferred to another company, person or entity.

- (g) The Travel Credit Account constitutes a voucher for GST purposes. We will issue a Tax Invoice for each booking made by you within 28 days of you making a flight booking using your Travel Credit Account.
- (h) Amounts credited to or redeemed from your Travel Credit Account may be subject to, or give rise to liabilities for taxes (including GST, income tax and fringe benefits tax), duties, levies, charges or other liabilities. This may be particularly relevant if your Travel Credit Account is utilised by employees for private use travel and as such we recommend you seek independent taxation advice. You accept sole responsibility for informing yourself of the taxation obligations which may arise for you under this program, and for the payment of any such taxes, duties, levies, charges and other liabilities
- (i) Words or expressions used in this section B of Schedule 2 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or the *Goods and Services Tax Act 1985 (NZ)* have the same meaning in this section.

(C) VIRGIN AUSTRALIA LOUNGE BENEFITS

1. We will provide the following discounted membership rates (GST inclusive) for the Virgin Australia domestic lounge for all your employees.

	Joining Fee (including GST)	Membership / Renewal (including GST)
Virgin Australia accelerate Lounge Rate	AUD\$0	AUD\$375

2. Discounted rates will be provided for the duration of the Term but may vary from time to time without notice. Please contact the Virgin Australia accelerate team on accelerate@virginaustralia.com for current Lounge rates.
3. Lounge membership and access to the Virgin Australia lounge is subject to the Lounge Terms and Conditions and any Benefit under this Agreement does not exclude these conditions.

(D) VELOCITY FREQUENT FLYER – PILOT GOLD

1. If you accumulate a minimum of AUD/NZD\$2,000 Flown Expenditure on your Booking Code within three months of the Commencement Date of this Agreement, we will procure Velocity Pilot Gold Memberships for two of your employees, who you nominate to receive this benefit and who agree to be contacted by Virgin Australia.
2. In order to receive this Benefit, the employee must be a current Velocity member, and their Velocity Frequent Flyer membership number must be included in each Virgin Australia booking made by you or your nominated TMC.
3. Velocity Pilot Gold Membership is subject to the Pilot Gold Terms and Conditions, which are located on the Velocity website at <https://www.velocityfrequentflyer.com/content/TermsConditions/>, as amended from time to time. You agree to provide your nominated Guests with a copy of the Velocity Pilot Gold Terms and Conditions and ensure they agree to be bound by those terms and conditions prior to nominating them for Pilot Gold Membership.
4. For the avoidance of doubt, Velocity membership and Points earn and redemption are subject to the Member Terms and Conditions, which are located on the Velocity website at <https://www.velocityfrequentflyer.com/content/TermsConditions/>, as amended from time to time. Any Benefit under this Agreement does not exclude these terms and conditions.

Schedule 3

Nominated Payment | Process Rules

A. Credit card and UATP

1. You will pay us the total amount payable in respect of each booking by way of your credit card or UATP account.
2. If you do not pay to us the full amount by credit card or UATP immediately upon making the booking, or payment is subsequently reversed due to a charge-back which is not a Bona Fide Charge-Back or due to the issuing bank otherwise reversing the charge, you must pay us the relevant amounts within 7 days of receiving an invoice from us.
3. If you fail to cover any payments which are due, (a **Payment Default**) we may suspend your Code and your bookings with us, without prior notice.

B. POLi – Internet Payments

POLi enables you to use your company's internet banking facility to safely pay for flights purchased through the Virgin Australia Business Portal. For further information on POLi and how to link your company's bank account please visit www.polipayments.com.

When using the POLi functionality to pay for your booking you will need to install the POLi Web Browser prior to making the booking. In order to run the POLi Web Browser, your computer must meet certain system requirements which can be found on the POLi Website www.polipayments.com.