

Virgin Australia Lounge Terms and Conditions

1. Introduction

- (a) These Terms and Conditions and the Lounge Rules govern Lounge Membership and use of the Lounge.
- (b) Virgin Australia may vary these Terms and Conditions and the Lounge Rules from time to time by posting details of the changes on www.virginaustralia.com/thelounge.
- (c) You are responsible for keeping familiar with and complying with these Terms and Conditions and the Lounge Rules.

2. Definitions

In these Terms and Conditions and the Lounge Rules, unless the context otherwise requires:

- (a) **Associated Lounges** means lounges operated by another airline or third party with which Virgin Australia has an agreement for use of the lounge by certain Guests.
- (b) **Business Class Guest** means an individual travelling in Business Class on an Eligible Flight.
- (c) **Domestic Flight** means a flight with Virgin Australia originating and terminating within Australia.
- (d) **Domestic Lounge** means lounges located in Australian domestic ports operated by Virgin Australia.
- (e) **Eligible Flight** means an individual's next onward:
 - (i) Domestic Flight departing on the same day; or
 - (ii) Trans-Tasman Flight departing on the same day.
- (f) **Guest** means any individual who is eligible to access the Lounge, including Members, Invited Guests, Velocity Members, Single Entry guests, Prepaid Single-Entry guests and Business Class Guests.
- (g) **Individual Member** means a person who pays the applicable membership fee and joining fee and is not a Lifetime Member or Scheme Member.
- (h) **International Flight** means a flight that is not a Domestic Flight or a Trans-Tasman Flight and that is with Virgin Australia or one of the partner airlines specified at www.virginaustralia.com/thelounge.
- (i) **Invited Guest** means a person who enters a Lounge as a guest of a Lounge Member, Velocity Gold Member or Velocity Platinum Member.
- (j) **Lifetime Member** means a person who pays the applicable membership fee and has a continuous Membership to the Lounge for the duration of their natural, for as long as Virgin Australia owns and operates airport Lounges.
- (k) **Lounge** or means:
 - (i) when travelling on Domestic Flights, Domestic Lounges; and
 - (ii) when travelling on Trans-Tasman Flights, Associated Lounges and the lounge located in Wellington, New Zealand operated by Virgin Australia.

- (l) **Lounge Rules** means the rules which apply to every Occupant of the Lounge that are available at www.virginaustralia.com/au/en/information/domestic-and-short-haul-international/virgin-australia-lounge-rules/, as amended from time to time.
- (m) **Member** means a member of the Lounge and includes an Individual Member, Lifetime Member, and Scheme Member. It does not include a Single Entry Guest, Prepaid Single Entry Guest or Invited Guest.
- (n) **Membership Card** means your Velocity Frequent Flyer membership card, or Virgin Australia Lounge Membership card, whichever is applicable.
- (o) **Occupant** or **You** means a Guest who has entered and is occupying a Lounge.
- (p) **Prepaid Single-Entry** means a one-off entry to the Domestic Lounge at the eligible domestic ports, which has been purchased during the booking process through www.virginaustralia.com.
- (q) **Scheme Member** means a nominated individual from a corporate, government or industry association that has entered into an agreement with Virgin Australia to provide discounted scheme membership to individuals from that entity, and who pays the applicable membership fee and joining fee.
- (r) **Senior Lifetime Member** is a Lifetime Member who is aged 60 years and over at the time they become a Lifetime Member.
- (s) **Single Entry** means a one-off entry to the Domestic Lounge, which may be purchased at reception for Domestic Lounges or allocated to individuals by Virgin Australia or Velocity from time to time.
- (t) **Trans-Tasman Flight** means a flight with Virgin Australia:
 - (i) departing Australia where the destination of that flight is within New Zealand; or
 - (ii) departing New Zealand where the destination of that flight is within Australia.
- (u) **Velocity** or **Velocity Frequent Flyer** means the loyalty program of the Virgin Australia which is owned and operated by Velocity Rewards Pty Ltd ACN 116 089 448 as trustee of The Loyalty Trust.
- (v) **Velocity Account** means your account setting out the details of your Velocity Membership including your points, status credits, and Single Entries.
- (w) **Velocity Gold Member** means a Velocity Member who has earned, in the previous 12 months, the number of Status Credits required to upgrade to, or maintain, Velocity Gold Membership level.
- (x) **Velocity Member** means a current member of Velocity.
- (y) **Velocity Platinum Member** means a Velocity Member who has earned, in the previous 12 months, the number of Status Credits required to upgrade to, or maintain, Velocity Platinum Membership level.
- (z) **Virgin Australia** or **we** means Virgin Australia Airlines Pty Ltd ABN 36 090 670 965.
- (aa) **Virgin Australia Lounges** means Domestic Lounges and the lounge located at Wellington, New Zealand operated by Virgin Australia.

3. Virgin Australia Lounge Membership

3.1 General

- (a) Members must also be Velocity Members.

- (b) Subject to clause 3.3(b), Membership is not transferrable.
- (c) To the extent permitted by law, Membership is at the discretion of Virgin Australia and we may accept or reject an application for Membership as we deem fit.
- (d) Subject to clause 3.3(a), renewal of Membership, and payment of the Membership fee is due upon the anniversary of the Member's date of joining. If Membership is not renewed within one month of its expiry, any subsequent application for its renewal will be subject to payment of the applicable joining fee in addition to the Membership fee. If Membership is renewed within one month of its expiry, the renewal will be backdated to the expiry date of the Membership.
- (e) Virgin Australia does not provide refunds or extensions as a result of paid Members becoming eligible for Lounge access by virtue of their status in the Velocity program.
- (f) When we accept your application for Membership, we will provide you with a Membership Card that allows you to access the Lounge. Your Membership is only valid for use by the person whose name appears on your Membership Card.
- (g) You must take reasonable steps to prevent unauthorised use of your Membership Card and must notify us as soon as possible if your Membership Card is lost or stolen.
- (h) You must promptly advise us in writing of any change to your address or contact details.

3.2 Individual Members and Lifetime Members

- (a) Individual Membership and Lifetime Membership is open to individuals aged over 18 years of age. Senior Lifetime Membership is open to individuals aged over 60 years of age. Proof of age is required at the time of purchase for Senior Lifetime Membership.

3.3 Scheme Members

- (a) Scheme Membership is available to nominated individuals from corporates, governments and industry associations that have entered into an agreement with Virgin Australia to provide discounted Scheme Membership to individuals from that entity. Once nominated, an individual has 30 days to purchase a Scheme Membership within the applicable Scheme before the nomination expires. Scheme Membership may have a common expiry date, regardless of the date that nominated individuals obtain Scheme Membership. Renewal of Membership and payment of the Membership fee is due upon the anniversary of the Member's date of joining or the common expiry date (as applicable).
- (b) An individual's Scheme Membership may be transferred to another individual from the same entity once per year, by contacting your scheme coordinator and paying the applicable administration fee
- (c) If you are a Scheme Member, then your scheme coordinator who is the administrative contact for all Scheme Members from that corporate, government or industry association is responsible for advising of any such changes to your details. Virgin Australia is not be liable for any loss or damage suffered by you because you or your scheme coordinator (if applicable) has failed to advise us of any changes to your details.

4. Virgin Australia Lounge Facilities and Services

- (a) Virgin Australia reserves the right to withdraw, cancel, vary or in any way change, or deny access to or use of any of the services and facilities offered or advertised as available to any Occupant by virtue of their Membership or of their entry to the Lounge under these Terms and Conditions, at any time. Virgin Australia will use reasonable endeavours to advise you of any material changes by publishing the changes on www.virginaustralia.com/thelounge.

- (b) Some of the services and facilities offered in the Lounge are provided by third party suppliers. The provision of those services and facilities are subject to the terms and conditions of the relevant third party supplier and any claims relating to such services or facilities should be made directly to that supplier.
- (c) Access to computer facilities and the internet may be available in the Lounge and are subject to availability. Virgin Australia does not represent or warrant that the computer facilities or internet access offered through the Lounge are free from computer viruses or other defects. Virgin Australia is not be liable for any third-party content on the internet that you may find offensive, upsetting or defamatory. You are responsible for maintaining the security of all log-in identification information made available to you to access the internet or computer facilities in the Lounge. To the extent permitted by law, Virgin Australia is not liable for any security breaches suffered by you when using the internet, including personal or information security breaches, and is not liable for any loss or damage suffered as a result of the unavailability of the internet or computer facilities, including interruptions during use.
- (d) Meeting rooms may be available in the Lounge, subject to availability and payment of the applicable meeting room booking fee, which are published on www.virginaustralia.com/thelounge and are subject to change. Meeting room reservations can be booked by phoning the Lounge Contact Centre or by contacting Lounge staff at reception.

5. Access to the Virgin Australia Lounge

5.1 General

- (a) Smart casual dress standards apply at all times. Virgin Australia reserves the right to deny entry to the Lounge to any person who does not meet appropriate dress standards, in its absolute discretion.
- (b) Virgin Australia Lounge operating hours may vary without notice.
- (c) Access to the Lounge and its services and facilities may be unavailable, restricted, limited or withdrawn at any time for operational reasons.
- (d) Virgin Australia Lounge staff may, in their absolute discretion, refuse entry to any individual or require an Occupant to immediately leave the Lounge, at any time for any reason deemed appropriate by Virgin Australia.
- (e) All Guests must use the Lounge and its services and facilities appropriately at all times. Guests must drink responsibly within the Lounge.
- (f) Guests aged under 18 years:
 - (i) must be accompanied by an adult when visiting the Lounge; and
 - (ii) are not permitted to access the self-service bar.

5.2 Access on departure

- (a) Members may access the Lounge in the relevant departure port when travelling on an Eligible Flight.
- (b) Business Class Guests receive complimentary access to the Lounge in the relevant departure port when travelling on an Eligible Flight.
- (c) As a complimentary benefit of their Velocity Membership, each Velocity Platinum Member and Velocity Gold Member may access the Lounge in their relevant departure port when travelling on an Eligible Flight.

- (d) Velocity Platinum Members and Velocity Gold Members also receive complimentary access to Associated Lounges in their relevant departure port when travelling on International Flights. Terms and conditions of access to Associated Lounges is governed by the terms of the relevant provider. Please refer to www.virginaustralia.com/thelounge

5.3 Access on arrival

- (a) Subject to space availability, Members, Velocity Platinum Members, Velocity Gold Members, their Invited Guests and Business Class Guests may access the Lounge in their arrival port immediately upon arrival with a Virgin Australia itinerary or boarding pass that is eligible for the day of travel. The use of the Lounge in the destination port is available to these Guests for up to 60 minutes immediately after their flight arrival. The Lounge at Wellington International Terminal is excluded from the access on arrival benefit.

5.4 Identification requirements

- (a) In order to access the Lounge, Members, Velocity Platinum Members, Velocity Gold Members and Business Class Guests must provide at the reception desk of the Lounge on the day of their departure:
- (i) satisfactory proof of identity (e.g. a driver's licence);
 - (ii) their itinerary or boarding pass for onward travel on an Eligible Flight; and
 - (iii) their Membership Card, Membership number or Single-Entry ticket (where applicable).

5.5 Invited Guest access

- (a) Invited Guest access to the Lounge is subject to space availability at all times, and may not be available for use, during peak periods and high capacity utilisation of Lounges.
- (b) Invited Guests must be accompanied by a Member, Velocity Platinum Member or Velocity Gold Member at all times while in the Lounge, but need not be travelling. Business Class Guests who are eligible to access the Lounge are not permitted to have Invited Guests.
- (c) Additional Invited Guests (adults and children aged between 2 and 12 years) exceeding the limit of a Member's complimentary allowance will be charged an entry fee and may be purchased at the Lounge reception. Additional Invited Guest access is not available at the lounge located at Wellington, New Zealand operated by Virgin Australia
- (d) Subject to all other Terms and Conditions and Lounge Rules, complimentary access for Invited Guests is as follows:

Member type	Number of complimentary Invited Guests	Number of children aged 2 - 12
<i>When travelling on a Domestic Flight departing on the same day</i>		
Member	1	2
Velocity Platinum Member	3	2
Velocity Gold Member	1	2
<i>When travelling on a Trans-Tasman Flight departing on the same day</i>		

Member	1	2
Velocity Platinum Member	1	2
Velocity Gold Member	1	2
<i>When travelling on an International Flight departing on the same day*</i>		
Member	N/A	N/A
Velocity Platinum Member (when departing Australia)	1	2
(all other ports)	1	Nil <i>(children are counted towards Invited Guest allowance)</i>
Velocity Gold Member (when departing Australia)	1	2
(all other ports)	1	Nil <i>(children are counted towards Invited Guest allowance)</i>
*Access to Associated Lounges when travelling on International Flights is governed by the terms and conditions of the Associated Lounge Provider and may change from time to time. Please refer to www.virginaustralia.com/thelounge		

6. Single Entry and Prepaid Single-Entry

6.1 General

- (a) Single Entry and Prepaid Single-Entry access only applies to access to the Domestic Lounge. Single Entry Guests and Prepaid Single-Entry Guests may only access the Domestic Lounge for a maximum period of two hours prior to the scheduled departure time of their flight.
- (b) Single Entry and Prepaid Single-Entry access is subject to space availability at all times, and may not be available for use, during peak periods and high capacity utilisation of Lounges. Priority will be given to Velocity Platinum Members and their Invited Guests.

6.2 Identification requirements

- (a) In order to access the Domestic Lounge, Single Entry Guests and Prepaid Single Entry Guests must provide at the reception desk of the Domestic Lounge on the day of their departure satisfactory proof of identity (e.g. a driver's licence) and:
 - (i) for Prepaid Single Entry Guests, a copy of their itinerary that displays the purchase of a Prepaid Single-Entry for that Domestic Lounge location; or
 - (ii) for Single Entry Guests:
 - (A) their same day onward Virgin Australia itinerary or boarding pass; and

- (B) their Membership Card or their Single-Entry ticket (as applicable).
- (b) Velocity Membership is not required for non-electronic Single Entries. If you are using an electronic Single Entry and do not have your Membership Card, we may be unable to verify your identity, and you may not be able to use your electronic Single Entry.

6.3 Single Entry Guest access

- (a) A Single Entry must be used prior to or on the date of expiry for that Single Entry. A Velocity Silver Member's Single Entry is valid for 12 months from the date of issue.
- (b) Single Entries may be allocated to individuals electronically (allocated to their Velocity account) or non-electronically (hard copy Single Entry tickets). You can check how many unused electronic Single Entries you have and the expiry date of each Single Entry by logging into your Velocity Account through <https://experience.velocityfrequentflyer.com/>.
- (c) You cannot transfer Single Entries to other people (for example, to other Velocity Members) but you can use your Single Entries to enable other people who are travelling with you to gain access to the Domestic Lounge.

6.4 Prepaid Single-Entry Guest access

- (a) Prepaid Single-Entries allow individuals one-off access to selected Domestic Lounges and are available for purchase using www.virginaustralia.com at the time of booking a flight up until 24 hours before the flight departure. Velocity Membership is not required for Prepaid Single-Entries.
- (b) A Prepaid Single-Entry may only be used on the date specified within your itinerary and is only available at the Domestic Lounge location specified in your itinerary. Prepaid Single-Entries must be used prior to the applicable flight.
- (c) Subject to clause 12, including any other rights you may have under the Australian Consumer Law, if you fail to use your Prepaid Single Entry you will be only be eligible for a refund if you cancelled your flight booking or if entry to the Domestic Lounge was not permitted due to space not being available. You will not be entitled to a refund or credit for the Prepaid Single-Entry fee because you upgraded to Business Class (in accordance with your flight ticket fare rules).
- (d) For Prepaid Single-Entry Guest access for the Domestic Lounges located at Alice Springs, Cairns, Darwin and Perth:
 - (i) Prepaid Single-Entries at Alice Springs, Cairns, Darwin and Perth are subject to availability. Where available, the option to purchase the Prepaid Single-Entry will be displayed only during the booking process via the www.virginaustralia.com. The fee quoted is per person, one way, in the applicable currency of the country where the Prepaid Single-Entry is purchased, if your booking contains a domestic segment departing from Alice Springs, Cairns, Darwin and Perth. The Prepaid Single-Entry will be allocated to your booking electronically.
 - (ii) Guests with a valid Prepaid Single-Entry will be given access to the relevant Domestic Lounge by showing your travel itinerary no more than one hour prior to the departure of their flight for the Darwin Domestic Lounge and no more than two hours prior to the departure of their flight for the Alice Springs, Cairns and Perth Domestic Lounges.
 - (iii) Access to the Perth Domestic Lounge at Terminal 2 is not available on weekends. Guests are required to use the Domestic Lounge at Terminal 1 during these periods.

7. Fees & Taxes

- (a) Virgin Australia may amend the joining fee and membership fee from time to time, including for Scheme Members or for a scheme specifically. Virgin Australia reserves the right to change or introduce new fees in relation to any of the services provided in the Lounge at any time without prior notice. Details of current applicable fees are available at www.virginaustralia.com/thelounge.
- (b) If an Individual Member indicates to us within two weeks of purchasing their Membership that they would like to withdraw from being an Individual Member of the Lounge, we will cancel their Membership and issue a refund of the Membership fee only, provided the Individual Member has not used their Membership at any Lounge. Subject to clause 12, the joining fee will not be refunded. An Individual Member who has used their Membership at a Lounge within the two week period after purchasing their Membership, including where the Individual Member enters the Lounge in order to apply for Membership and has their Membership Card activated, cannot claim a refund of the joining fee or the Membership fee, subject to clause 12.
- (c) Virgin Australia accepts no responsibility for and makes no representation about your tax liability as a result of Membership or use of the Lounge or any services or facilities in the Lounge. You are solely responsible for any taxes, GST, duties, levies, fees or other charges levied or imposed arising from, as a result of or in connection with your Membership or use of the Lounge. Virgin Australia recommends that you consult your accountant or tax adviser to ensure you understand possible tax (including fringe benefits tax) implications, if any, related to your Membership.

8. Termination

- (a) Virgin Australia reserves the right to terminate, cease to operate, or materially alter any aspect of operation of, the Lounge (or any particular Lounge) at any time. Virgin Australia will use its best endeavours to give affected Guests as much notice of any such action as is reasonably practicable in the circumstances.
- (b) Virgin Australia reserves the right in its absolute discretion to terminate or suspend the Membership of any Member at any time by giving such notice to the Member as is reasonably practicable in the circumstances.
- (c) In the event that Membership is cancelled by Virgin Australia, a pro rata refund of the Membership fee will be made for any remaining period of membership (unless the Member is entitled to a full refund under the Australian Consumer Law), except in circumstances where the Member has:
 - (i) breached of any of these Terms and Conditions or the Lounge Rules;
 - (ii) been refused carriage on a Virgin Australia flight;
 - (iii) abused or damaged any facilities, equipment or goods owned by Virgin Australia or a third party (including another Occupant);
 - (iv) displayed or engaged in inappropriate behaviour or acted in any way which is likely to be detrimental to the interests of Virgin Australia or the operator of an Associated Lounge;
 - (v) engaged in, or suspected to be engaged in, illegal activities whilst within the Lounge;
 - (vi) supplied or attempted to supply misleading information, or made any misrepresentation, to Virgin Australia or the operator of an Associated Lounge;

- (vii) engaged in theft of the property of Virgin Australia, the operator of an Associated Lounge, or an Occupant; or
- (viii) abused or intimidated Lounge staff or the staff of any suppliers.
- (d) On termination of Membership for any reason, all benefits associated with Membership of the Lounge will cease.
- (e) Virgin Australia will not be liable for any loss or damage whatsoever which you or anyone else may suffer as a result of any termination or suspension of your Membership.
- (f) Membership will automatically terminate on the death of a Member and the Membership fee and any joining fee will be forfeited. Membership cannot be transferred to executors, administrators or beneficiaries of an estate.

9. Limitation of Liability

- (a) These terms and conditions together with the Lounge Rules and any subsequent amendments made in accordance with these terms set out the entire agreement with you regarding entry to and use of the Lounge.
- (b) To the extent permitted by law, we are not liable to you for any loss or damage you incur as a result of, or in any way connected to, your Membership or your access to the Lounge. Without limitation, we are not liable to you for any direct or indirect loss, damage or expense, including any personal injury or property damage and regardless of whether the same arose from negligence, breach of contract or otherwise, and regardless of whether we have any control over circumstances giving rise to the claim or not.
- (c) Virgin Australia will not be liable for any loss or damage suffered in relation to the supply of goods or services by third parties.

10. Privacy & Electronic Messages

- (a) You agree that your personal information will be managed in accordance with our Privacy Policy, available at <https://www.virginaustralia.com/au/en/about-us/legal-policies/privacy/privacy-policy/>. If you would like to receive our Privacy Policy by post please contact our Guest Contact Centre.
- (b) We are required to collect your personal information in order to process your application for Membership and to communicate with you about your Membership. If we cannot collect from you the minimum amount of personal information required to process your application for Membership, we will not be able to provide you with Membership.
- (c) You consent to receive electronic messages and marketing communications from Virgin Australia containing marketing and promotional material, and subject to any applicable law, agree that we do not need to include an "unsubscribe" facility in any electronic message sent to you for the purposes of the *Spam Act 2003* (Cth). The consent contained in this clause 10 may not apply if you are a European resident.

11. General

- (a) These terms and conditions are governed by, and will be construed in accordance with, the law in force in the State of Queensland, Australia and you agree to submit to the non-exclusive jurisdiction of courts of that State.
- (b) If any provision in these terms and conditions is void or unenforceable, that provision shall be read down to the extent necessary to make it valid and enforceable and, to the extent that it cannot be so read down, shall be deemed to be severed from this Agreement.

12. Conditions Apply Subject to Overriding Laws

- (a) Your Lounge access is subject to these Terms and Conditions, the Lounge Rules and any applicable convention or law. These conditions apply except to the extent of any inconsistencies with any applicable convention or law, in which event such convention or law will prevail to the extent of the inconsistency.
- (b) If any provision of these conditions is void, illegal, invalid, or unenforceable, the conditions will be read down to the extent necessary to ensure they are not void, illegal, invalid, or unenforceable.
- (c) You have certain rights under the Australian Consumer Law. These include consumer guarantees that the services we provide to you will be carried out by us with due care and skill, will be fit for the purpose we disclose and will be supplied within a reasonable time. Where we fail to provide services to you in accordance with these consumer guarantees or otherwise in accordance with these Terms and Conditions, then you may have a right to seek a remedy from us in accordance with our policies and any applicable law, including the Australian Consumer Law.
- (d) There are some circumstances where you may wish to cancel your Membership, Single Entry, or Prepaid Single-Entry. You may not be entitled to a refund of the amount you have paid under these Terms and Conditions, unless you are entitled to a refund under the Australian Consumer Law as set out in this clause 12.
- (e) These Terms and Conditions do not exclude or limit the consumer guarantees or any other statutory rights that you may have under applicable laws (including the Australian Consumer Law).
- (f) You must comply with all applicable laws, regulations, orders, and notifications in force, and all conditions and instructions issued by us.
- (g) Where Virgin Australia supplies you with goods or services as part of your Membership, you have certain rights under the Australian Consumer Law, known as 'consumer guarantees'.
 - (i) These rights include guarantees that the goods supplied:
 1. will be of acceptable quality;
 2. will be reasonably fit for any purpose made known to us before we supply them to you; and
 3. will correspond with any description, sample or demonstration model.
 - (ii) These rights include guarantees that the services supplied will be:
 1. carried out by us with due care and skill;
 2. fit for the purpose disclosed; and
 3. supplied within a reasonable time.
- (h) This is a summary of some of your rights under the Australian Consumer Law. It is not an exhaustive list and is not legal advice. Nothing in this document is intended to override or limit any rights you have under the Australian Consumer Law. For more information please [click here](#).