

SmartFLY Application Form

1. Company Details

Company Name (as per ASIC registration)
ABN/ACN
Company Website
Industry
SmartFLY Contract Start Date (first day of the following month)

Registered Business Address (as per ASIC registration)
Street Address
City / Town
State
Postcode

2. Annual Flight Expenditure

Total Domestic Air Travel Expenditure per Year (All Carriers)
North America Air Travel Expenditure per Year (All Carriers)
Europe Air Travel Expenditure per Year (All Carriers)
Asia Air Travel Expenditure per Year (All Carriers)
Middle East Air Travel Expenditure per Year (All Carriers)
Africa Air Travel Expenditure per Year (All Carriers)

3. Key Company Contact

Salutation
First Name
Surname
Position / Title
Email Address
Phone
Fax

4. Velocity Pilot Gold Benefit

First Nominee
Salutation
First Name
Surname
Position
Email
Velocity Number

Second Nominee
Salutation
First Name
Surname
Position
Email
Velocity Number

5. Terms and Conditions

- I confirm I am authorised to enter into this Agreement for and on behalf of the Company
- By submitting this application form to Flight Centre Travel Group Limited, I confirm I have read and agree the SmartFLY terms and conditions and its schedules, including the Accelerate terms and conditions
- I acknowledge that upon becoming a member of SmartFLY I also become a member of Virgin Australia's 'Accelerate' program (if not one already)

Accelerate member no: _____ (if applicable)

Authorised Representative Name:
Position:
Date:

SmartFLY terms and conditions

By applying to become a member of SmartFLY, You agree to be subject to and comply with the following terms and conditions.

SmartFLY is only available with Us

SmartFLY is a corporate benefits program offered exclusively by Us as agent for Virgin Australia. Virgin Australia is Our exclusive airline partner for SmartFLY.

How to become a SmartFLY member

You may become a SmartFLY member and remain a SmartFLY member if:

- (a) You complete the application form;
- (b) You are an ASIC registered Australian company;
- (c) You hold an active Australian Business Number;
- (d) You are an Accelerate member;
- (e) You are not a company that provides travel services or is in the travel industry;
- (f) You are not insolvent; and
- (g) Your total air travel expenditure is at least AUD20,000 and less than AUD350,000 (GST exclusive).

If We accept Your SmartFLY membership application, You will be allocated a Booking Code and a Rebate Account Code by Virgin Australia in accordance with the below Terms and Conditions.

How You will receive the Benefits

To receive the Benefits as a SmartFLY member:

- (a) Your total annual Eligible Expenditure must satisfy the Eligibility Criteria; and
- (b) Virgin Australia will give Us Your Booking Code and Rebate Account Code to book and pay for Domestic Air Travel Services (and International Air Travel Services) with an Approved Booking Entity in accordance with the relevant Booking Terms and Conditions.

You will be entitled to receive the Discount and the Additional Benefits in accordance with Schedule 1.

Subject to the above, Your Rebate will be deposited into Your Rebate Account after the end of each 12 month period which commences on the SmartFLY contract start date or the Virgin Australia 'Accelerate' contract start date, whichever occurs first.

Any portion of Your Rebate which has not been booked and flown within 12 months after the date it was deposited will automatically expire and will not be carried over.

You acknowledge that a Rebate Account:

- (a) is only available for use on published fares in relation to VA coded air travel services;
- (b) constitutes a voucher for GST purposes; and
- (c) excludes GST, Ticket Taxes and any other existing or future taxes.

You authorise us to use Your Rebate for VA coded air travel services which You ask Us to purchase on Your behalf.

If We use Your Rebate and You have notified Us in writing in accordance with this Agreement to not use Your Rebate, We will reimburse You accordingly.

An adjustment note will be issued to You on or about the date You receive a Rebate. If You use Your Rebate to book VA coded air travel services, You will receive a tax invoice.

Restrictions on Rebate

To receive the Rebate, Your Eligible Expenditure must meet the Eligibility Criteria in Schedule 1.

You acknowledge that We are not responsible for payment of the rebate under Accelerate. To the extent applicable, You agree to comply with the Accelerate terms and conditions in Schedule 2.

The Rebate is not redeemable for cash.

You may not assign or transfer Your Rebate (including Your Rebate Account) or any other Benefit to any other person, company or entity.

Domestic Air Travel Services are subject to the conditions of carriage found on Virgin Australia's website. International Air Travel Services are subject to each operating carrier's conditions of carriage. If You change Your confirmed flights, You will incur the relevant change fees per guest as per the fare rules of the ticket type booked. Fare rules can be found on Virgin Australia's website.

Use of Your Booking Code

You authorise Us (via our Approved Booking Entities) to use Your Booking Code to book Domestic Air Travel Services or International Air Travel Services on Your behalf in accordance with these SmartFLY terms and conditions.

Use of Your Rebate Account Code

You authorise Us (via our Approved Booking Entities) to use Your Rebate Account Code to book Domestic Air Travel Services or International Air Travel Services on Your behalf using Your Rebate in accordance with these SmartFLY terms and conditions.

Your obligations

By entering into the Agreement, You agree to:

- (a) appoint Us as an approved supplier as part of Your travel policy (if any);
- (b) actively encourage the use of SmartFLY with your employees, directors and officers;
- (c) assist with open communications between Us and Your related bodies corporate; and
- (d) receive Our marketing updates and monthly updates.

You will use reasonable endeavours to ensure that:

- (e) You instruct Us to use all of Your Rebate; and

- (f) all information You give Us or an Approved Booking Entity is accurate for the purposes of this Agreement.

Payment for air travel services

You agree to pay Us for any International Air Travel Services or Domestic Air Travel Services booked with Your Booking Code by paying Us the total amount payable in respect of each booking by way of Your agreed payment method (e.g. credit card).

If You do not pay Us the full amount by Your agreed payment method 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.

If You default in Your payment obligations to Us, We may cease booking Domestic Air Travel Services or International Air Travel Services for You.

You warrant that all information given to Us to form this Agreement is correct, and You undertake to notify Us in writing within 5 business days of any errors in or changes to the information.

You agree that We do not need to include an 'unsubscribe' facility in any updates we send You.

How we report to You

We will give you an annual performance report outlining the Benefits provided to You and Your Eligible Expenditure after 12 months of trading with SmartFLY.

You acknowledge that We may track Your expenditure and calculate payment of any applicable Benefit.

We may, from time to time and at any time, send You an update of Your Eligible Expenditure.

Ending the Agreement

This Agreement may be ended:

- (a) immediately by Us if You breach any material provision of this Agreement;
- (b) immediately by either party giving written notice if the other party is insolvent;
- (c) immediately by Us giving You written notice if You cease to be an Accelerate member; or
- (d) by either party at any time and for the party's convenience by giving the other party 60 days' prior written notice.

If this Agreement is terminated for any reason other than for a party's convenience:

- (e) We will be entitled to claim as a debt due and payable any amounts We have paid You under or in connection with the Agreement;

- (f) We will not be liable to pay You any amount or provide any Benefit which You would have otherwise been entitled to; and
- (g) You agree to release and waive Us from any liability arising under or in connection with the Agreement.

Upon ending the Agreement, You must complete Our client exit checklist within 5 business days of the delivery of the written notice.

Upon ending the Agreement, You will also forfeit the Additional Benefits under this Agreement. However, You may be eligible for benefits under the Accelerate terms and conditions in Schedule 2.

Privacy

We agree to comply with Privacy Laws in respect of any Personal Information Processed by Us in connection with this Agreement.

By signing this Agreement:

- (a) You confirm that You are aware of and have read Our Privacy Documents; and
- (b) You consent to Us using Your Personal Information for the purposes of this Agreement and in accordance with Our Privacy Documents, including disclosure by Us of passenger information, flight itinerary and travel status to Virgin Australia.

We will provide the following collection statement to You before making any booking for Domestic Air Travel Services or International Air Travel Services or as soon as practicable after making such a booking:

*"The personal information you provide will be disclosed to Virgin Australia Airlines Pty Limited (**Virgin Australia**) so that Virgin Australia can process and make arrangements for your flight booking and fulfil all of its obligations under the SmartFLY program and Accelerate program. Virgin Australia's Privacy Statement (Flight Bookings) contains details as to how Virgin Australia will handle your personal information. Virgin Australia's Privacy Statements and full Privacy Policy are available at www.virginaustralia.com.au/privacy."*

Tax

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.

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.

The Recipient need not make a payment for a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.

You will be issued with an adjustment note in relation to the Rebate within 28 days of crediting the Rebate Account in accordance with this Agreement. 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 Rebate Account.

The Rebate 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 Rebate Account Code.

Amounts credited to or redeemed from Your Rebate 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.

You acknowledge that You will be required to pay any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the Rebate.

You acknowledge that You are responsible for obtaining Your own independent financial advice to ensure You understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before becoming a member of SmartFLY.

You acknowledge that neither We nor Virgin Australia accept any responsibility for and make no representations about any tax liability as a result of You participating in SmartFLY or from receiving or using any of the Rebate.

Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause.

General

Neither party may use the other 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 websites without obtaining the other party's prior written consent.

Neither party may 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.

You acknowledge and agree that:

- (a) We will occasionally perform maintenance and upgrades to Our websites (including Our Approved Booking Entities);
- (b) maintenance and upgrades may cause outages and downtime; and
- (c) We may not be able to prevent loss or damage caused by any outages or downtime.

Notices under this Agreement must be provided to the following addresses:

- (d) Us:

Flight Centre Travel Group Limited
Attention: Legal services
Level 12, 275 Grey Street
SOUTH BRISBANE QLD 4101
AUSTRALIA
Fax: 61 7 3170 7656

- (e) You:

The address or fax number listed in the SmartFLY application form.

We may amend any part of the Agreement by giving You 30 days' written notice.

The laws of Queensland govern the Agreement and the parties submit to the exclusive jurisdiction of the courts of Queensland to resolve any dispute.

Definitions

In the Agreement:

Accelerate means Virgin Australia's benefits program for corporate customers, the terms and conditions for which are outlined in Schedule 2 of this Agreement;

Additional Benefits has the meaning given in Schedule 1;

Agreement means this agreement between You and Us which includes the Contract Documents;

Approved Booking Entity means any of Our divisions as follows:

- (a) Corporate Traveller;
- (b) FCM Travel Solutions;
- (c) Stage and Screen Travel Services; and
- (d) Campus Travel,

and any other entities which We notify by any means from time to time;

Benefits means the Rebate, Discount and Additional Benefits offered under this Agreement;

Booking Code means the unique identification number which Virgin Australia will provide to Us which identifies Your booking;

Booking Terms and Conditions means the booking terms and conditions of an Approved Booking Entity which are available on the entity's website;

Contract Documents means in order of precedence:

- (a) these terms and conditions;
- (b) Schedule 1 – SmartFLY Benefits;
- (c) Schedule 2 – Accelerate terms and conditions;
- (d) the relevant Booking Terms and Conditions;
- (e) the SmartFLY application form; and
- (f) any other document which is expressly incorporated by reference into the Agreement.

Discount has the meaning given in Schedule 1;

Domestic Air Travel Services means VA coded domestic air travel services within Australia;

Domestic Structural Fares means all fares within Australia offered by Virgin Australia including Saver T class and Saver Lite class fares, excluding group fares and promotional and tactical fares offered from time to time;

Eligibility Criteria has the meaning given in Schedule 1;

Eligible Expenditure means expenditure which meets the Eligibility Criteria;

GST means any form of goods and services, consumption or value added tax;

International Air Travel Services means air travel services sold with the "VA" designator to or from anywhere outside of Australia which are supplied by Virgin Australia, Air New Zealand, Etihad Airways or Delta Air Lines;

Personal Information has the meaning given to it in the Privacy Act;

Privacy Act means the Privacy Act 1988 (Cth), including the Australian Privacy Principles, as amended from time to time;

Privacy Documents means Our privacy policy and privacy statements, as published on Our websites (including Our Approved Booking Entities) from time to time;

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;

Process includes collect, record, organise, store, adapt, alter, retrieve, consult, use, disclose, make available, combine, block, erase or destroy;

Rebate means the rebate provided under this Agreement which You will be entitled to if Your Eligible Expenditure satisfies the Eligibility Criteria;

Rebate Account means the account which will be created for You by Virgin Australia into which Your Rebate will be deposited;

Rebate Account Code means the code for Your Rebate Account which Virgin Australia will provide to Us;

SmartFLY means Our benefits program for corporate customers;

Ticket Taxes means any Government and airport related taxes, fees, levies, service fees, charges and surcharges (including 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;

Virgin Australia means the group of companies comprised by the following:

- (a) Virgin Australia Airlines Pty Ltd ABN 36 090 670 965;
- (b) Virgin Australia Airlines (NZ) Ltd ABN 26 313 149 900;
- (c) Virgin Australia Airlines (SE Asia) Pty Ltd ABN 79 097 892 389;
- (d) Virgin Samoa Ltd ABN 90 116 233 517;
- (e) Virgin Australia International Airlines Pty Ltd ABN 63 125 580 823;
- (f) Virgin Australia Regional Airlines Pty Ltd ABN 76 008 997 662; and
- (g) any other Virgin Australia company which provides air travel services as notified to You;

We, Us, or Our means Flight Centre Travel Group Limited of Southpoint, 275 Grey Street, South Brisbane, Queensland 4101 and includes Our wholly owned subsidiary Australian OpCo Pty Ltd; and

You means the registered Australian company which agrees to enter into the Agreement with Us.

Last updated May 2018.

Schedule 1 – SmartFLY Benefits

Subject to this Agreement, We will make the following Benefits available to You:

Discount

If You book and pay for Domestic Structural Fares via an Approved Booking Entity, you will receive 5% off the base fare on Domestic Economy Freedom fares, Elevate fares, and T class on Getaway fares. (S and M Class are excluded). 10% off domestic Business Class fares booked in D class. Also receive 5% off the base fare with International economy Freedom fares, 10% off for Premium Economy booked in O class, 10% off for international Business booked in I and D Class. International fares must be operated by VA, or partner airlines, DL, EY and must be booked with the VA flight number for the discount to apply. Receive 5% off Trans-Tasman economy Freedom fares and Premium economy saver fares booked in O and R class. Also receive 10% off Trans Tasman business saver fares booked in I and D Class. Trans Tasman fares must be operated by VA, or partner airlines, NZ and must be booked with the VA flight number for the discount to apply.

Additional Benefits

You will be:

- (a) given two Velocity Pilot Gold memberships for two of Your nominated employees who are also members of Virgin Australia's 'Velocity Frequent Flyer' and in accordance with Virgin Australia's Velocity Frequent Flyer terms and conditions; and
- (b) offered reduced Virgin Australia lounge membership of \$230 joining fee and \$325 annual fee (GST inclusive) at Virgin Australia domestic airport lounges and in accordance with the Virgin Australia lounge terms and conditions.

Rebate

If You comply with the terms and conditions of this Agreement, Your Flown Expenditure reaches the minimum targets outlined in the below table and Your Eligible Expenditure meet the Eligibility Criteria (below), Your Rebate will be calculated by multiplying the tier of Your total annual Flown Expenditure by the applicable rebate percentage in accordance with the following table:

Total annual Flown Expenditure	Tier	<i>Eligible Expenditure</i>			
		<i>Domestic</i>		<i>International</i>	
		Accelerate rebate % on Eligible Domestic Expenditure	SmartFLY rebate % on Eligible Domestic Expenditure	Accelerate rebate % on Eligible International Expenditure	SmartFLY rebate % on Eligible International Expenditure
\$20,000 AUD +	Tier 1	2.0%	2.0%	2.0%	0.0%
\$50,000 AUD +	Tier 2	3.0%	2.0%	3.0%	0.0%
\$100,000 AUD +	Tier 3	3.5%	2.0%	3.5%	0.0%
\$150,000 AUD +	Tier 4	4.0%	2.0%	4.0%	0.0%
\$200,000 AUD +	Tier 5	4.5%	2.0%	4.5%	0.0%
\$250,000 AUD +	Tier 6	5.0%	2.0%	5.0%	0.0%

Total annual Flown Expenditure

- (a) Your total annual Flown Expenditure determines the benefit tier in the above table.
- (b) **Flown Expenditure** means all Base Fare revenue which is booked and paid for with an Approved Booking Entity attributed to the month or reporting period that You fly on VA coded and operated flights by Virgin Australia, Air New Zealand, Delta Air Lines or Etihad Airways, but does not include bookings:
 - (a) made via the Virgin Australia Group conference & group travel area or for unpublished fares;
 - (b) that are not made with Your Booking Code during the term of this Agreement; or
 - (c) paid for through Your Rebate Account.

Eligibility Criteria for calculation of Eligible Expenditure

Eligible Expenditure means all Base Fare expenditure which is booked and paid for with an Approved Booking Entity except for bookings:

- (a) for Getaway fares in T-class and S-class promotional fares;
- (b) made via the Virgin Australia Group conference & group travel area or for unpublished fares;
- (c) that are not made with Your Booking Code during the term of this Agreement; or
- (d) paid for through your Rebate Account.

Payment of Rebate on Eligible Expenditure

For the avoidance of doubt, the maximum Rebate percentage that is available to You under this Agreement based on Eligible Expenditure of Domestic Air Travel Services is 7% (i.e. 5% rebate offered under Accelerate for Flown Expenditure and 2% additional rebate offered under SmartFLY for Flown Expenditure on Domestic Air Travel Services).

In this schedule:

Base Fare means Virgin Australia's base fare for Domestic Air Travel Services and International Air Travel Services exclusive of baggage surcharges and any other taxes including Ticket Taxes which are imposed on air travel or any charge on the method of payment;

Eligible Domestic Expenditure means Your Eligible Expenditure on Domestic Air Travel Services for which You will be entitled to receive payment of the Rebate under SmartFLY; and

Eligible International Expenditure means Your Eligible Expenditure on International Air Travel Services for which Virgin Australia will provide to You a rebate amount under Accelerate.



terms & conditions

1. 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 Samoa Ltd ABN 90 116 233 517;
 - iv. Virgin Australia International Airlines Pty Ltd ABN 63 125 580 823;
 - v. Virgin Australia Regional Airlines Pty Ltd ABN 76 008 997 662; and
 - vi. 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 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'.
- 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 \$500,000. 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 \$500,000 is subject to review. If your total annual air travel Expenditure is greater than \$500,000, please contact accelerate@virginaustralia.com prior to completing the Virgin Australia accelerate application form.

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 Airlines 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) 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;
- (g) 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.
- (h) 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;
- (i) 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;
- (j) not assign, novate, or otherwise dispose of your rights, interests or responsibilities under this Agreement without our prior written consent; and
- (k) 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.

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, we may use Prism to track your expenditure for the duration of the Agreement and to calculate payment of any applicable incentive. You are responsible for ensuring you have signed the appropriate data release authority. If you book travel using a TMC, the data release authority must instruct the TMC to forward your total travel expenditure data to Prism.

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) 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, Virgin Australia (SE Asia) and/or Virgin Samoa (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 an Airline. It also includes code share services (services which are sold under the “VA” designator but which are

not operated by an Airline) operated by Etihad Airways, Delta Airlines, Air New Zealand and code share services operated by other airlines if we notify you of this in writing. Eligible Services excludes services sold under the “VA” designator operated by Singapore Airlines, services operated under the “VA” designator on routes to Cocos Island, Christmas Island or any other routes we advise you of in writing during the term of the Agreement.

- (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) **“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.
- (x) **“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, Etihad Airlines, Delta Airlines, and Air New Zealand as measured by our revenue accounting system.
- (y) **“Guest Contact Centre (GCC)”** means a 24/7 operated contact centre for our guests.
- (z) **“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 are 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.

(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) (A\$)	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 \$20,000.

- (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 \$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) Bookings for the following do not count towards the calculation of your Eligible Expenditure:
 - i. Domestic Getaway fares in T-class, S-class, and M-class;
 - ii. Trans Tasman and International Short Haul Go fares in U-class, M-class; and Go+/Getaway fares in T-class;
 - iii. International Long Haul Getaway fares in T-class and S-class.
- (d) 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.
- (e) Bookings will only count as Flown Expenditure or Eligible Expenditure if made with your Booking Code during the Term.
- (f) Bookings paid for through your Travel Credit Account do not count towards the calculation of your Flown Expenditure or Eligible Expenditure.
- (g) 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)* 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	\$280	\$350

- 2. Discounted rates will be provide 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 \$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.
- 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.