

## Group Principle Terms

### Terms and Conditions of Group Bookings

These Terms and Conditions contain important terms that you should be aware of. Specifically:

- Clause 7, among other items, says that we need to collect your personal information so that we can provide services to you. It also says we will collect and handle your personal information in accordance with our Privacy Policy.
- Clauses 13, 14 and 34 set out applicable fees that could apply to a cancellation.
- Clause 21 outlines the circumstances in which you are entitled to compensation.
- Clause 41 sets out limitations on our liability to you.
- Clause 42 outlines our rights if we determine that a Group Booking involves an abuse of the booking or payment process.

We will always do our best to get you to your destination on time. However, the nature of flying is inherently unpredictable. Sometimes we will need to delay or cancel flights due to natural disasters, bad weather, technical and other issues. At all times, your safety is our number one priority. For these reasons, to the extent permitted by law, we do not guarantee flight times and schedules, and they do not form part of your contract with us. If you are travelling for a particular purpose, you should carefully consider your travel plans and ensure you allow plenty of extra time when booking in case of disruptions. We strongly recommend travel insurance.

1. **Contract formation:** This Agreement will come into effect when VA confirms the booking with the Group Organiser and will remain in force until the Group has completed their air travel or another date agreed by the parties, unless terminated earlier. If this Agreement is terminated, the Group Booking to which this Agreement relates will also be immediately cancelled. This Agreement together with the Conditions of Carriage and the Virgin Australia Privacy Documents set out the entire agreement between the parties in relation to the Group Booking. All representations, communications and prior agreements in relation to the subject matter of this Agreement are superseded by this Agreement. VA may update these Terms and Conditions from time to time and without prior notice. The current version of the Agreement will be available on the Virgin Australia Website. The Client will be bound by the Terms and Conditions in force at the time a Group Booking is made. Virgin Australia recommends that the Client carefully reads these Terms and Conditions each time it makes a booking.
2. **Communication:** The Client will appoint a Group Organiser to act on its behalf in relation to the Group Booking. All payments, changes, inquiries and communications will be made by the Group Organiser. The Group Organiser is the only person authorised to make amendments to a Group Booking. Any inquiries by members of the Group should be made by the Group Organiser to VA's Business Events and Groups Department.
3. **Transferability:** The Client may not sell or transfer the Group Booking or any of the flights forming part of the Group Booking.
4. **Air Transport Services:** Subject to clause 8, the Airline will provide the Air Transport Services detailed in the booking confirmation. The provision of Air Transport Services is governed by the Conditions of Carriage and laws and conventions which are applicable to Air Transport Services. VA's Conditions of Carriage apply to flights operated by the VA Group and Codeshare Services. The Operating Carrier's conditions of carriage apply to Interline Services and are located on the Operating Carrier's website. Subject to the Australian Consumer Law and other applicable laws and conventions, the Conditions of Carriage represent the full extent of the liability of the Airline to any person in relation to the provision of any Air Transport Services booked pursuant to this Agreement. Parties may also have additional rights under the Australian Consumer Law. Fare rules applicable to individual bookings as set out on the Virgin Australia website are not applicable to Group Bookings and are instead replaced by these Group Booking Terms and Conditions, unless individual bookings are considered Split Aways as defined in clause 14.
5. **Responsibilities:** Client will: (a) provide, or ensure its Group Organiser provides, each Passenger with the relevant terms and conditions for the booking including the Conditions of Carriage and Virgin Australia Privacy Documents, before making any booking or as soon as practicable after making the booking; (b) inform Passengers that by travelling with the Airline they will be deemed to have agreed to the Conditions of Carriage, and Virgin Australia Privacy Documents; (c) use reasonable endeavours to ensure Passengers comply with the Conditions of Carriage; and (d) not misrepresent the Airline's products and services to your employees, contractors and agents or alter or obscure any information VA provides to you (for example, travel itineraries, Conditions of Carriage and Virgin Australia Privacy Documents).

6. **Privacy:** Both parties agree to comply with Privacy Laws applicable to the Processing of Personal Information by it in connection with this Agreement. By requesting a booking, the Client confirms it is aware of and has read the Virgin Australia Privacy Documents. Client is liable for any breach of the Privacy Laws by Client's personnel (including Group Organiser and Group Leader) or agents. Client agrees to obtain consent from each Passenger in relation to the Processing of their Personal Information (including sensitive or special categories of Personal Information) by VA in connection with this Agreement and in accordance with the Virgin Australia Privacy Documents, including without limitation, consent to the disclosure by VA of the Passenger's Personal Information, flight itinerary and travel status to Client, its personnel (including Group Organiser and Group Leader) and or agents. Client must promptly provide VA with evidence of a Passenger's consent if requested by VA.
7. **Collection Statement:** The Client will provide each Passenger with Notice of VA's Privacy Statement - Bookings before making any booking or as soon as practicable after making the booking. Client will ensure its Group Organiser complies with its obligations under the Privacy Laws and provides each Passenger with the collection statement before making any booking or as soon as practicable after making the booking.
8. **Payment:** The Client will pay VA for a Group Booking by way of: (a) Deposit paid by the Deposit Due Date (if applicable); and (b) Final Payment Amount by the Final Payment Date. All payments made by debit or credit card are subject to a payment surcharge, in accordance with the Fees published on VA's Website.
9. **Taxes and Charges:** The Client remains responsible for applicable taxes or charges imposed by government, other authorities or by the operator of an airport that are in effect on the date of travel. The price of the flights may include taxes, imposts or fees which are imposed by governments or other authorities in relation to Air Transport Services and are subject to change at any time. The Group Organiser may be required to pay taxes, imposts or fees which have not already been collected. Post-purchase price increases will be limited to government-imposed taxes and fees in relation to flights that begin or end in the USA.
10. **Group Organiser:** The Group Organiser agrees to take responsibility for the following: (a) making all payments under this Agreement; (b) requesting a tax invoice for all current payable fares and taxes prior to the Final Payment Date if not already issued by VA; (c) checking the booking confirmation and tickets for accuracy and notifying VA of any errors or omissions within one Business Day of receipt; (d) making changes and cancellations for the Group; (e) notifying VA of any Special Service Needs at the time of booking including Passengers less than 12 years of age; (f) providing the date of birth for all Passengers aged 17 years or less; (g) informing VA of the total volume of excess baggage at least 5 days before departure; and (h) providing each Passenger with and/or give them notice of: (i) the flight itinerary; (ii) Conditions of Carriage; (iii) Virgin Australia Privacy Documents; (iv) Dangerous Goods Policy; (v) flight numbers, departure and arrival times; (vi) check-in and security procedures; and (vii) baggage allowances.
11. **Errors:** If the Group Organiser seeks to amend the Group Booking more than one Business Day after receiving the booking confirmation and Schedule from VA, the fee payable for each amendment will be specified in the Schedule.
12. **Client Cancellation:** Client may be required to pay a Cancellation Fee if they cancel any Air Transport Services (or any part thereof) as specified in the Schedule. Where the Schedule sets out specific dates in the Cancellation Fee section, the Cancellation Fee is calculated based on where the cancellation date falls in the date range (the ranges begin on each of the dates specified). Cancellation Fees are payable immediately upon cancellation.
13. **Maintaining Group Numbers:** If, as a consequence of a Client Cancellation, the number of passengers in the Group falls below the Minimum Group Size as specified in the Schedule, the Client will be required to pay the Cancellation Fee and the balance immediately upon cancellation.
14. **Split Aways:** If a Passenger in the Group is permitted to split away (that is, travel separately from the Main Group), the split aways are still considered part of the Group Booking but may change their departure date to a date which is up to 10 days before or after the Main Group's travel date (excluding travel to/from USA/China which is 14 days). Where the Passenger travels outside of this travel period, the Passenger's fare will be cancelled pursuant to clause 12 regardless of whether the Client maintains Group numbers. Split aways are not permitted for Inbound Groups.
15. **Additional Passengers:** If the Client adds a Passenger to the Group Booking, the fare for the new Passenger will be the best group fare available at the time of booking.
16. **Changes:** Subject to clauses 17 and 18, changes after ticketing may be permissible. If a Change Fee is payable, it will be applied to each affected Passenger in the Group and is payable immediately upon making the Change. The departure date of the Group Booking may be changed to a date which is no more than three months from the original departure date. Changes to a departure date more than three months after the original departure date are not permitted.

For name changes, see clause 19 below.

17. **Changes before the Final Payment Date:** One date, time or route change may be made to a whole Group Booking before the Final Payment Date without incurring a Change Fee. If the new fare is of a higher value than the original fare, the Client will be required to pay any fare difference. As noted in clause 16, the departure date of the Group Booking may be changed to a date which is no more than three months from the original departure date. Changes to a departure date more than three months after the original departure date are not permitted.
18. **Changes after the Final Payment Date:** Date, time and routes changes may be made to a whole Group Booking after the Final Payment Date up to:
  - 18.1 24 hours before the scheduled departure time for Domestic and International Short Haul flights;
  - 18.2 48 hours before the scheduled departure time for flights to or from USA, Canada, Europe, Middle East, Africa or China; and
  - 18.3 14 days before the scheduled departure time for Inbound Groups,on payment of any fare difference and the Change Fee. If the new fare is of a higher value than the original ticketed fare, the Client will be required to immediately pay any fare difference. As noted in clause 16, the departure date of the Group Booking may be changed to a date which is no more than three months from the original departure date. Changes to a departure date more than three months after the original departure date are not permitted.

Changes are not permitted after the timeframes specified in clauses 18.1 to 18.3.
19. The Group Organiser must provide the full list of Passenger names and applicable details for the Group Booking to VA in the approved form by the Final Date to provide Passenger Names. Name changes may be requested up to:
  - 19.1 24 hours before the scheduled departure time for Domestic and International Short Haul flights;
  - 19.2 48 hours before the scheduled departure time for flights to or from USA, Canada or China;
  - 19.3 72 hours before the scheduled departure time to or from Europe, Middle East or Africa; and
  - 19.4 3 Business Days before the scheduled departure time for Inbound Groups.If a Name Change Fee is payable (as specified in the Schedule), it will apply to each name change.
20. **No Show:** If a Passenger fails to check in and/or board their flight, this will result in a loss of that Passenger's Fare and any related fees.
21. **VA Cancellation/Delay:** if VA needs to change or cancel the Group's Air Transport Service and the new flight time is not suitable to the Group, the Client can request a Group credit or a refund of the total price.

If the Group's Air Transport Service is delayed, rescheduled or cancelled due to factors within VA's control, the Client may also be entitled to compensation in accordance with VA's Guest Compensation Policy and any applicable laws (including under the Australian Consumer Law).
22. **EMD Fee:** If the Group Organiser is a BSP Travel Agent and needs to cancel an EMO because of an error in the original EMO-S, the Group Organiser must pay an EMO Fee immediately upon cancellation.
23. **No Commission:** VA will not pay the Group Organiser a commission for arranging a Group to travel with VA..
24. **Ticketing Service Fee:** If the Group Organiser is not a travel agent, VA will charge a Ticketing Service Fee on Domestic and International Short Haul flights (including Trans-Tasman travel and Inbound Groups). The Ticketing Service Fee is payable on the Final Payment Date and subject to consumer law, is non-refundable once paid.
25. **Baggage:** VA's Baggage Policy applies to flights operated by the VA Group. The Operating Carrier's Baggage Policy applies to Interline Services and Codeshare Services. These policies are available on the VA Website and Operating Carrier's website. Each Passenger is entitled to the allocated carry-on baggage and Checked Baggage Allowance specified in the Baggage Policy unless otherwise specified in the Schedule. Passengers may pre-purchase additional baggage on VA operated services by contacting VA before travel. Excess baggage fees will apply for additional pieces purchased at the airport. Additional baggage on Interline Services and Codeshare Services can only be purchased at the airport and attracts excess baggage fees. The Airline's standard baggage fees will apply to pre-purchased additional baggage and excess baggage. The Airline cannot guarantee that Checked Baggage or excess baggage will be uplifted, as this is subject to aircraft loads.
26. **Seat Allocation:** The Group Organiser may request specific seating on VA operated services at the time of advising Passenger names and is subject to availability at the time of the request. VA will endeavour to accommodate the seat request but does not guarantee any particular seats will be provided. The Group Organiser cannot request specific seats on flights operated by Carriers other than VA. The Carrier may change a Passenger's seat at any time, even after the

Passenger has boarded the aircraft for any reason, including for safety or operational reasons.

27. **Economy X Seats:** If the Group Booking is for Domestic or International Short Haul flights on an aircraft with Economy X, Economy X seats may be requested and are subject to availability at the time of booking. The price for Economy X seats will be the price made available to the public at the time of booking and will be communicated to the Group Organiser. If guests are Platinum Velocity members, these seats are offered free of charge on Domestic and International Short Haul flights. All guests travelling in Economy X on International Long Haul flights including Platinum Velocity members will be charged at retail rates. Please read the Economy X terms and conditions carefully as there are important terms and conditions that you should be aware of prior to selecting Economy X seats (<https://www.virginaustralia.com/au/en/experience/on-board-the-flight/seat-selection/eligibility/>).
28. **VA Group:** This Agreement is for the benefit of the VA Group (including the benefit of any right of VA, obligation on the Client, limitation of liability of VA and representation by the Client) and the Client agrees that any member of the VA Group or Operating Carrier may provide the Air Transport Services for a Group Booking. Any claim by the Client under this Agreement must be made solely against VA on its own behalf and on behalf of the VA Group. Any loss, damage, liability or expense suffered by the VA Group in connection with this Agreement will be deemed to be suffered by VA.
29. **Logos and Publicity:** Except with the prior written consent of VA, the Client: (a) must not use any logo, name, trade mark, brand or other designation of the VA Group; and (b) must not advertise or issue any information, publication, document or article for publication or media release or make public comment concerning this Agreement or the VA Group's business or activities.
30. **Confidentiality:** Client will keep confidential the terms and conditions of this Agreement and all information disclosed by VA which is: (a) by its nature confidential; (b) designated as confidential; or (c) information concerning VA's business, assets, liabilities, financial position, customers, pricing policies, marketing strategies or proposed business plans, except to the extent that the information is public. The Client must not disclose such information except: (a) to its personnel (including Group Organiser and Group Leader), subcontractors or agents on a need-to-know and confidential basis (and, if requested by VA, under a non-disclosure agreement acceptable to VA); to the extent necessary for the performance this Agreement; (b) with VA's consent; or (c) if required by law.
31. **Payment Method:** VA accepts payment by the methods and within the timeframes specified below.

Days prior to travel	Type of Payment	Form of Payment Accepted
Up to 28 days	Finals	EMD or EFT (agents) EFT or CC (other clients)
28- 8 days	Finals	EMD, EFT or CC (agent) EFT or CC (other clients)
7 - 2 days	Finals	EMD* or CC (agent) CC (other clients)
Within 2 days	Finals	CC*
Up to 7 days	Changes after ticketing	EMD or CC (agent) CC (other clients)
7 - 2 days	Changes after ticketing	EMD* or CC (agent) CC (other clients)
Within 2 days	Changes after ticketing	EMD* or CC (agent) CC (other clients)

\*subject to approval

CC = Credit Card, EFT= Electronic Funds Transfer, EMD = Electronic Miscellaneous Document

32. **Currency:** The Quote will stipulate the currency that relates to the Group Booking. If required, the Client will be liable for all fluctuations in currency that are incurred as a result of VA calculating any international currency conversions.

33. **Refunds/Credit option:** If the Client is entitled to a refund, the refund will be paid to the original form of payment..

If the Client is entitled to a travel credit, the Group Organiser will receive a Virgin Australia Group credit on behalf of the Group or Client. Credits must be used within 12 months of the date the credit was issued. The Group Organiser can enquire about the current status of your Group's credits and make bookings using these credits by contacting the Groups Team.

34. **Refund Fee:** If the Group Organiser overpays VA and requests a refund, VA will charge a Refund Fee. In the first instance, VA will deduct the Refund Fee from the overpayment before refunding the difference using the same method that was used for payment by the Group Organiser. Alternatively, the Client will be required to pay VA the Refund Fee before the overpayment is refunded. This clause does not apply to flights which begin or end in the USA or Europe.
35. **Recovery by VA:** Where any amount is payable to VA under this Agreement, VA may recover the amount from Client by way of the following: (a) invoicing Client; (b) recovering the amount from any guarantee or other security provided by Client; (c) charging the credit card provided by Client to secure the booking; (d) debiting any Group credit held by VA on behalf of Client or Group; (e) issuing Client an Agency Debit Memo if the Group Booking was made through VA's Global Distribution System; (f) retaining any amounts paid to VA under this Agreement; and/or (g) setting-off the amount payable to VA against any other amount payable by VA to Client (whether under this Agreement or otherwise).
36. **Guarantee:** If Client is a registered travel agent this Agreement is subject to the Travel Agency Main Agreement which requires all Groups Bookings to be secured by a guarantee to the value of the Group Booking.
37. **Invoices:** The VA e-ticket can be retained by Client as a tax invoice.
38. **Warranty - GST:** In respect of each Australian Domestic fare you sell on behalf of VA through the Virgin Australia Business Events and Groups Inbound Desk or the Global Distribution System you warrant that:
- 38.1 You understand and acknowledge that Australian GST Law provides that the transport of a passenger within Australia by air is only a GST-free supply where either of the following applies: (a) the transport is part of a wider arrangement, itinerary or contract for transport by air involving international travel; (b) at the time the arrangement, itinerary or contract was entered into, the transport within Australia formed part of a ticket for international travel, or was cross-referenced to such a ticket, issued at that time; (c) the passenger is not a resident of Australia for tax purposes; or (d) The supply of air transport was purchased while the passenger was outside Australia.
- 38.2 To support the GST treatment of any fare which you classify and sell as a GST-free supply, you will implement the following procedures as a minimum and without limitation:
- 38.3 In relation to meeting the requirements of clause 39.1: (a) where the air transport within Australia forms part of an international travel ticket issued at that time, retention of records of such tickets; or (b) cross-referencing the air transport within Australia to an international travel ticket issued at that time in accordance with clause 39.1 above and retention of records of such.
- 38.4 In relation to meeting the requirements of clause 39.3: (a) confirming and recording the passport number, the passport's country of issue (which cannot be Australia) and nationality of the passenger (which cannot be Australian); (b) confirming and recording the main residential address of the passenger (which cannot be in Australia); and (c) confirming and recording that the passenger is outside Australia at the time of booking.
- 38.5 Where you are unable to satisfy the requirements of clause 39.1 in respect of the sale of a fare, you will not classify that sale as a GST-free supply but will classify that sale as a taxable supply.
- 38.6 In order to confirm compliance with clause 39.4, you agree to: (a) produce, upon demand, to VA, all records

and information required to be retained by you under clauses 39.1 and 39.2, and (b) in the event of any audit or enquiry from the Australian Taxation Office in relation to the GST treatment of any airfares sold by you on behalf of VA, provide full co-operation with respect to the provision of and access to records and information.

39. **Indemnity:** You agree to indemnify VA against any GST amount that would have otherwise been payable by VA had it not been for this misclassification ("GST Shortfall"), together with any administrative penalties and General Interest Charges payable by Virgin Australia to the Commissioner of Taxation in respect of the GST Shortfall. In the event it is determined that a GST Shortfall has arisen as a direct result of a breach of a warranty provided for in Clause 39, VA may, at its discretion, terminate this Agreement without notice.
40. **Termination:** VA may terminate this Agreement immediately by written notice if (a) an Insolvency Event occurs in relation to the Client, subject to any applicable statutory stay on the exercise of rights, including pursuant to sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth), as the case may be; (b) the Client is unable to pay its debts as and when they fall due; or (c) the Client is in breach of this Agreement or any other agreement with the VA Group and VA has given the Client reasonable time to remedy the breach. For clarity, if this Agreement is terminated, the Group Booking will also be immediately cancelled.
41. **Liability and the Australian Consumer Law:** Subject to any rights under the Australian Consumer Law and to the extent allowable by law, VA and its officers, employees, directors and agents, shall not be liable to the Client for any loss, damage, claim or expense including but not limited to indirect, incidental, special punitive, consequential, economic loss, loss of profits, loss of opportunity and liability to indemnify any person including an employer or worker's compensation insurer, all of any nature whatsoever, and howsoever caused, including by contract, tort, bailment, equity, statute or otherwise. This applies even if VA has been informed that the liability, loss, damage or expense will or may result. For more information on the consumer guarantees under the Australian Consumer Law, please see the [Consumer Guarantees and Refunds page](#) on VA's Website.
42. **Abuse:** If we, acting reasonably, determine that a Group Booking involves an abuse of the booking or payment process, or is in breach of this Agreement, we reserve the right to:
- 42.1 cancel the Group Booking;
  - 42.2 deem any Deposit held for the Group Booking as forfeited to VA;
  - 42.3 require payment of the Final Payment for the Group Booking immediately; and/or
  - 42.4 recover from the Client as a debt due and payable any loss suffered by VA as a result, in addition to any other rights available to VA under this Agreement or otherwise.
43. **Miscellaneous:** This Agreement is governed by the laws of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of Queensland. This Agreement may not be varied except by a document in writing and signed by each party. Neither party may assign or novate any of its rights or obligations under this Agreement without prior written consent. The failure of VA at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement. Any waiver of this Agreement must be in writing. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, that provision or performance of the obligation (as applicable) will be severed and the validity, legality or enforceability of the remaining provisions will not be affected or impaired. If this Agreement is translated into another language, the English text remains the sole authentic text.

#### 44. Definitions:

Terms used in this Agreement have the meaning given in the Schedule. In addition, the following definitions apply to this Agreement: **Agreement** means, in priority order, the Schedule, the Quote and this document. **Airline** means a member of the VA Group or other Operating Carrier, **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. **Baggage Policy** means the baggage policy of the VA Group located on VA's Website, as amended from time to time. **BSP** means the IATA Billing and Settlement Plan. **Business Day** means a day which is not a Saturday, Sunday or a public holiday in the State of Queensland, Australia. **Business Hours** means the hours between 7.30am and 5.00pm AEST on a Business Day. **Cancellation Fee** has the meaning in the Schedule. **Change** includes changes to route and flight date or Codeshare Services which may vary from time to time. **Codeshare Service** means a service which has a "VA" flight number but which is not operated by an airline in the VA Group. **Conditions of Carriage** means the conditions of carriage of VA, as displayed on VA's Website from time to time. **Dangerous Goods Policy** means the policy of the relevant Airline regarding the carriage of dangerous goods or restricted items, as displayed on its website from time to time. **Domestic** means Virgin Australia-marketed flights within Australia. **Electronic Miscellaneous Document (EMD)** means an industry standard document used to pay for ancillary miscellaneous charges and services fees. They can be for flight-related services (EMO- A) or a collection of change fees and group deposits (EMD- S). **Fare** means the sum of the Deposit and the Final Payment for a Passenger. **Final Payment Date** means the date specified in the Quote or booking confirmation. **Group** means a bona fide party of people travelling together for

the Purpose which meet the Minimum Group Size. **Group Booking** means a confirmed booking for Air Transport Services made by a Client or Group Organiser on behalf of a Group. **Group Leader** means a person designated by the Group Organiser as a Group Leader who is travelling with the Group. **Group Organiser** means a professional conference organiser, an event organiser, a travel management company (**TMC**) or an in-house event organiser from the Client's company or organisation, who holds the financial delegation to book and manage Air Transport Services for the Group. **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). **Inbound Group** means (i) a Group that departs from China and arrives in Australia, and travels Australia on Domestic flights (excludes International Short Haul); or (ii) a Group that departs from a port that VA or its related bodies corporate does not service, to a port that VA or its related bodies corporate does service and then travels on a VA-operated service to Domestic or Trans-Tasman ports. **Insolvency Event** means any of the following events: (a) a party ceases to, or takes formal steps to cease to, conduct its business in the normal manner; (b) a party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; (c) a party is unable to pay its debts when they are due or is deemed to be insolvent; (d) a liquidator or provisional liquidator is appointed to a party or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the assets or undertakings of that party; or (e) an application or order is made or a resolution is passed for the winding up of a party. **Interline Partner** means an airline with whom VA has an agreement to operate Interline Services which may vary from time to time. **Interline Service** means a service which VA sells but is operated by other carriers under those carriers' flight numbers and airline designator codes. **International Long Haul** means all Virgin Australia-marketed flights, departing to/arriving from countries outside Australia excluding the countries contained in the International Short Haul definition. **International Short Haul** means all Virgin Australia flights departing to/arriving from countries within South East Asia and the Pacific (excluding Trans-Tasman). **Main Group** means the original Group booked on the original Group Booking. **Minimum Group Size** has the meaning in the Schedule. **Operating Carrier** means the carrier operating any Codeshare Service or Interline Service. **Operating Carrier's Baggage Policy** means the baggage policy located on the Operating Carrier's website, as amended from time to time. **Passenger** means a person travelling in the Group. **Quote** means the quote provided by VA for the Group Booking to which this Agreement relates. **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 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. **Schedule** means a summary of the terms and conditions specifying deadlines and fees for a particular market. **Special Service Needs** includes mobility, vision and hearing impairments; guide or assistance dogs; children travelling alone and some medical conditions, as detailed on VA's Website. **Trans-Tasman** means all Virgin Australia-marketed flights, departing to/arriving from New Zealand. **VA** means Virgin Australia Airlines Pty Limited ABN 36 090 670 965 of Level 11, 275 Grey Street, South Brisbane QLD 4101 Australia. **VA's Baggage Policy** means the baggage policy of the VA Group located on VA's Website, as amended from time to time. **VA Group** means VA, its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)), and Virgin Australia International Airlines Pty Ltd and its related bodies corporate. **VA's Website** means [www.virginaustralia.com](http://www.virginaustralia.com). **Virgin Australia Privacy Documents** means the privacy policy and privacy statements of the VA Group, as published on VA's Website from time to time.

45. **Interpretation:** In this Agreement: (a) a reference to "include" is not a word of limitation; (b) any reference to money is a reference to the currency specified in the Quote; and (c) headings are for convenience of reference only.