

## NOTICE OF FILING

### Details of Filing

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File Number: VID685/2023  
File Title: AUSTRALIAN COMPETITION AND CONSUMER COMMISSION v  
QANTAS AIRWAYS LIMITED  
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads "Sia Lagos".

Registrar

### Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Form 1  
Rule 2.13(2)



## Particulars of Concise Response

No. VID 685 of 2023

Federal Court of Australia  
District Registry: Victoria  
Division: General

### AUSTRALIAN COMPETITION AND CONSUMER COMMISSION

Applicant

### QANTAS AIRWAYS LIMITED (ACN 009 661 901)

Respondent

Pursuant to Order 3 of the Orders of Rofe J dated 8 November 2023, the Respondent's Particulars of its Concise Response are set out in the document annexed to this form.

Date: 1 December 2023

A handwritten signature in cursive script, appearing to read 'M. Laidlaw', written over a horizontal line.

Signed by Michele Laidlaw  
Lawyer for the Respondent

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Filed on behalf of (name & role of party) Qantas Airways Limited (ACN 009 661 901) (Respondent)  
Prepared by (name of person/lawyer) Michele Laidlaw / Aldo Nicotra  
Law firm (if applicable) Johnson Winter Slattery  
Tel (02) 9392 7444 Fax (02) 8274 9500  
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(include state and postcode)

# JOHNSON | WINTER | SLATTERY

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**Our Ref:** D3528  
**Doc ID:** 303511641.1

1 December 2023

Ms Helen Joyce  
Partner  
Baker McKenzie  
Level 19, CBW  
181 Williams Street  
MELBOURNE VIC 3000

**BY EMAIL** Helen.Joyce@bakermckenzie.com  
Amy.Wellington@bakermckenzie.com

Dear Ms Joyce

**Australian Competition & Consumer Commission v Qantas Airways Limited (ACN 009 661 901)  
Federal Court Proceedings VID 685/2023**

- 1 We refer to your letter dated 17 November 2023 seeking particulars of our client's Concise Response (**Particulars Request**).
- 2 Qantas rejects the assertion that the Concise Response is deficient.
- 3 The ACCC chose to proceed by way of concise statement. A corollary of that choice was that Qantas, in responding by way of concise response, was not required to comply with the pleading requirements of Division 16 of the *Federal Court Rules 2011* (Cth) (**Rules**). That includes the requirement to specifically admit or deny every allegation of fact in the pleading (see r 16.07).
- 4 The Concise Response nevertheless engages with and responds to the substance of each of the allegations in the ACCC's Concise Statement.
- 5 Qantas also rejects the notion that the Concise Response is vague and unspecific in relation to facts, matters and circumstances on which Qantas relies in support of its defence. Again, the Concise Response must be understood as a document "in brief narrative form" which is responding to allegations in a Concise Statement that are not framed with the specificity or particularity required of a statement of claim (see, eg, *Allianz Australia Insurance Ltd v Delor Vue Apartments CTS 39788* (2021) 287 FCR 388 at 416 [140], 418–419 [149], [151]).
- 6 Although the Concise Response clearly identifies and articulates Qantas' defence of the ACCC's allegations, we have endeavoured to engage constructively with the Particulars Request where possible.

Quay Quarter Tower (QQT)  
Level 14, 50 Bridge Street  
SYDNEY NSW 2000  
T +61 2 8274 9555 | F +61 2 8274 9500  
www.jws.com.au

- 7 We address each request in turn, adopting (in the sub-headings) the paragraph numbering in the Particulars Request and, in parenthesis, the Concise Response paragraph(s) the subject of the request.

**Paragraph 5 (Concise Response paragraphs 3, 11 and 22)**

- 8 The rights are set out in Qantas' Conditions of Carriage (which form part of each consumer's contract with Qantas) (**Conditions of Carriage**), and relevantly included, for the duration of the Relevant Period:
- (a) flights for the consumer and the consumer's Baggage Allowance from the airport at the place of departure specified on the consumer's ticket to the airport at the place of destination specified on the consumer's ticket (cl 5.1);
  - (b) if, due to events Within Qantas' Control (as defined), Qantas made a change that significantly impacted the consumer and their travel plans, such as a flight cancellation, Qantas would:
    - (i) rebook the consumer on the next available flight (or combination of flights) on its services to the consumer's booked destination at no additional cost to the consumer (including reasonable meal/refreshment or accommodation costs);
    - (ii) alternatively, at the consumer's option, refund the applicable fare (cl 9.1(c));
  - (c) if Qantas ceased to operate on a route and as a result cancelled a flight, Qantas would:
    - (i) offer the consumer a seat on the next available flight on its services for an alternative route to the same destination (if available) and where a connection was arranged by Qantas, a seat on the next available connecting flight;
    - (ii) alternatively, at the consumer's option, refund the applicable fare (cl 9.1(d));
  - (d) where Qantas made a change that significantly impacted the consumer and their travel plans due to an event Beyond Qantas' Control (as defined), Qantas would:
    - (i) use reasonable endeavours to rebook the consumer on the next available flight on its services at no additional cost to the consumer;
    - (ii) alternatively, if Qantas was unable to rebook the consumer on services acceptable to the consumer, refund the applicable fare (cl 9.2);
  - (e) refund of the applicable fare in the circumstances specified in cl 13.1 upon the consumer making a request as set out in cl 13.2.

- 9 As to the request for the facts, matters and circumstances referred to in paragraph 5(b) of the Particulars Request, this is a request for particulars of a legal conclusion and is not a proper request for particulars. That said, Qantas refers to the definition of "services" in section 2 of the Australian Consumer Law (**ACL**).

**Paragraphs 6 - 8 (Concise Response paragraphs 3, 5, 8 and 9)**

- 10 Qantas responds collectively to paragraphs 6 - 8 of the Particulars Request. Qantas provides its response by way of the following:
- (a) **Annexure 1** sets out non-exhaustive examples of the pre-contractual disclosures Qantas made to its consumers to the effect that flight times and schedules are not

guaranteed and/or do not form part of any contract between Qantas and consumers (**Flight Time Statements**) during the Relevant Period in the course of the consumer:

- (i) booking on the Qantas.com website (either through the desktop or mobile versions) and through the Qantas mobile application (**Booking Flow**);
- (ii) booking using their Flight Credits on Qantas' credit booking portal (either through the desktop or mobile versions) (**Credit Portal Booking Flow**); and
- (iii) navigating various pages on the Qantas.com website.

Further particulars may be provided after evidence and/or discovery.

- (b) **Annexure 2** is a compilation of relevant pre-contractual Flight Time Statements from the Booking Flow, Credit Portal Booking Flow and pages from Qantas' website (as referenced in Annexure 1). These are provided by way of example only and are not intended to be exhaustive.
- (c) With respect to contractual terms, as stated in paragraph 8 of this letter, the Conditions of Carriage form part of each consumer's contract with Qantas. In addition to the hyperlinks to the Conditions of Carriage that consumers encounter through the Booking Flow and Credit Portal Booking Flow, the Conditions of Carriage are accessible on the Qantas website and available for consumers to access at any point of their engagement process with Qantas (whether prior to, at the time of, or after they have made a booking).
- (d) Clauses 5.2 and 9.1(a) of the Conditions of Carriage applicable during the Relevant Period stated the following:

*"We will use our reasonable endeavours to operate in accordance with our published schedules. However, we do not guarantee the flight times and they do not form part of your contract of carriage with us."*

#### **Paragraphs 9 and 10 (Concise Statement paragraphs 6(a) and 6(b))**

- 11 As noted above, Division 16 of the Rules does not apply to concise statements. As a result, Qantas was not required to specifically admit or deny each allegation of fact in the Concise Statement (cf. r 16.07(1)) and the absence of a specific denial in the Concise Response does not deem the allegation admitted (cf. r 16.07(2)).
- 12 Therefore, the ACCC should not treat as admitted any allegation in the Concise Statement which is not specifically denied in the Concise Response.
- 13 Although it is under no obligation to provide the particulars requested, in order to constructively engage with the ACCC's request, Qantas confirms that in respect of the Cancelled Flights (as that term is defined in the Concise Statement):
  - (a) the particulars of paragraphs 6(a) and 6(b) of the Concise Statement provided by the ACCC on 22 September 2023 (**Attachment 1**) were obtained from the Consolidated Revised Annexure A spreadsheet provided by Qantas to the ACCC on 28 July 2023 (**Annexure A spreadsheet**);
  - (b) the Attachment 1 data with respect to paragraph 6(a) of the Concise Statement indicates that the flights particularised by the ACCC were offered for sale for two or more days after the cancellation decision; and
  - (c) the Attachment 1 data with respect to paragraph 6(b) of the Concise Statement indicates that the details of the flights particularised by the ACCC continued to be

displayed on the “Manage Booking” page of consumers who had booked on those flights for two or more days after the cancellation decision.

**Paragraph 11 (Concise Response paragraph 13)**

- 14 Non-exhaustive examples of the express pre-contractual and other disclosures regarding Flight Times Statement from Qantas’ website are set out in Annexure 1 (see paragraph 10 of this letter).
- 15 It is clear from the terms of paragraph 13 of the Concise Response that Qantas relies on these express disclosures as a basis on which it alleges the ordinary and reasonable consumers understood that Qantas did not guarantee flight times or its published schedule.
- 16 The request in paragraph 11(b) of the Particulars Request regarding the denial that Qantas did not represent that any particular flight had not been cancelled is not a proper request for particulars. These are matters for evidence and submission.
- 17 The facts, matters and circumstances which Qantas relies on for this allegation is the fact that it made no such representation. The statement that a particular representation was not made is not a pregnant negative which will involve Qantas seeking to establish an affirmative allegation.

**Paragraph 12 (Concise Response paragraph 17)**

- 18 On the same basis as just set out in relation to paragraph 11(b) of the Particulars Request, this is not a proper request for particulars.

**Paragraph 13 (Concise Response paragraph 22)**

- 19 What constitutes the relevant “service” for the purposes of ss 29 and 34 of the ACL is a question of law.
- 20 As best Qantas can discern from the Concise Statement and the ACCC’s particulars, the ACCC alleges that the relevant “service” was a particular flight at a scheduled date and time.
- 21 In terms of the pre-contractual statements, which expressly disclaimed the supply of that “service”, Qantas refers to and repeats paragraph 9 of its Concise Response and the response to paragraph 5 of the Particulars Request set out above.
- 22 Qantas also relies on clauses 5.2 and 9.1(a) of the Conditions of Carriage.

**Paragraph 14 (Concise Statement paragraph 11)**

- 23 For the reasons set out above, the ACCC should not treat the absence of a denial of paragraph 11 of the Concise Statement as an admission by Qantas.
- 24 It is not for Qantas to particularise the ACCC’s allegations in paragraph 11 of the Concise Statement. Qantas sought, and the ACCC provided, particulars of that allegation, by way of your letter dated 22 September 2023.
- 25 Qantas does not consider that any further particularisation of the ACCC’s allegation is required but if it is, it is for the ACCC to particularise it, not Qantas.

**Paragraph 15 (Concise Response paragraph 26)**

- 26 This is not a proper request for particulars. As you know, s 36(3) of the ACL contains two temporal standards: at or before the time of payment or within a reasonable time. Which standard applies depends on whether there was a “period specified” for the supply of the service at the time of accepting payment. Qantas denies the ACCC’s allegation that there was a period specified for the supply of the service. That is a general denial of the ACCC’s case.

It is not a pregnant negative through which Qantas seeks to establish an affirmative allegation. The only affirmative case in this respect is the ACCC's case that there was a period specified for the supply of the relevant service (which Qantas denies).

**Paragraph 16 (Concise Response paragraph 29)**

- 27 This is a request for evidence, rather than a request for particulars.
- 28 Qantas refers to and repeats paragraph 10 of its Concise Response and the response to paragraph 5 of the Particulars Request set out above. Qantas offers and provides remedies to consumers when flights are cancelled in accordance with the terms and conditions of its contract with each consumer, which includes the Conditions of Carriage. This includes providing alternative options at the election of the consumer, including re-accommodation on other flights at times similar to the cancelled flight, or a refund.
- 29 By way of example, and without limiting the evidence Qantas may adduce in relation to the remedies it offered and provided to consumers on the Cancelled Flights, **Annexure 3** to this letter outlines the re-accommodation options offered to consumers booked on 10 flights identified by the ACCC<sup>1</sup> and provided by Qantas to the ACCC on 23 June 2023 (**Attachment B.1**).<sup>2</sup> Annexure 3 discloses:
- (a) Ticketholders on each of the flights were notified of the cancellation of their flight and offered a same day or next day re-accommodation option at least 50 days (or over seven weeks) prior to departure and up to 145 days (or over 20 weeks) prior to departure.
  - (b) Three of the 10 flights had no ticketed passengers at the time the cancellation was processed.
  - (c) Of the remaining seven flights, five had less than 10 ticketed passengers at the time the cancellation was notified and the remainder had 20 and 35 passengers respectively.

Yours faithfully,



Johnson Winter Slattery

<sup>1</sup> These flights are relevant Cancelled Flights insofar as they were each particularised by the ACCC with respect to one or both paragraphs 6(a) and 6(b) of the Concise Statement on 22 September 2023 (Attachment 1).

<sup>2</sup> Annexure 3 also includes an additional ticketholder that was not originally identified in Attachment B.1.

## Australian Competition & Consumer Commission v Qantas Airways Limited – Federal Court of Australia Proceedings No VID685/2023

### Annexure 1 to Qantas’ response to particulars date 1 December 2023, Paragraphs 6-8 (Concise Response paragraphs 3, 5, 8 and 9)

The following table lists the pre-contractual statements by which:

- a. “Qantas makes clear to ordinary and reasonable consumers that, while Qantas will do its best to get consumers where they want to be on time, it does not guarantee particular flight times or its flight schedules” (Concise Response paragraph 3)
- b. “Qantas makes clear [both in its pre-contractual statements and contractual terms] ...that, while Qantas will do its best to get consumers to where they want to be on time, it does not guarantee flight times or flight schedules and they do not form part of a consumer’s contract of carriage with Qantas” (Concise Response paragraph 5)
- c. “Qantas states explicitly that it does not guarantee flight times or flight schedules” (Concise Response paragraph 8)
- d. Qantas makes a “number of prominent and express pre-contractual statements to the effect that Qantas did not guarantee flight times or flight schedules” (Concise Response paragraph 9)

#### (Pre-Contractual Statements)

For the purposes of this table, the Relevant Period is between 21 May 2021 and 7 July 2022 as defined in paragraph 1 of the Concise Statement filed by the ACCC dated 31 August 2023.

These examples are non-exhaustive. Further particulars may be provided after evidence and/or discovery.

Location of the Pre-Contractual Statement on webpage within the Qantas website	Text of Pre-Contractual Statement and prominence on webpage (bolded emphasis in original)	Date range in which Pre-Contractual Statement text appeared in this form	Illustrative depiction of Pre-Contractual Statement on webpage in Annexure 2
On the “Flights” page within the booking flow on the Qantas website ( <b>Booking Flow, Flights Page</b> ) <sup>1</sup>	<p><i>“Flight prices are per adult in Australian Dollars, based on payment by BPAY and POLI and include taxes, fees and carrier charges payable to Qantas. A fee applies for other payments. <b>We will do our best to get you where you want to be on time, but we don’t guarantee flight times or schedules and they aren’t part of our contract with you.</b>”</i></p> <p>This statement appeared at the top of the “Flights” page</p>	Prior to commencement of the Relevant Period to on or around October 2021	Figure 1.1

<sup>1</sup> Text that appears within the Booking Flow on the Qantas website is optimised for both desktop and mobile viewing. The Booking Flow within Qantas mobile applications directs the user to a mobile-optimised version of the website.



Location of the Pre-Contractual Statement on webpage within the Qantas website	Text of Pre-Contractual Statement and prominence on webpage (bolded emphasis in original)	Date range in which Pre-Contractual Statement text appeared in this form	Illustrative depiction of Pre-Contractual Statement on webpage in Annexure 2
Booking Flow, Flights Page	<p><i>“Flight prices are per adult in Australian Dollars, based on payment by POLI and include taxes, fees and carrier charges payable to Qantas. A fee applies for other payments. <b>We will do our best to get you where you want to be on time, but we don’t guarantee flight times or schedules and they aren’t part of our contract with you.</b>”</i></p> <p>On the “Flights” page, as a teal coloured overlay that is anchored to the bottom of the browser window, in bold.</p> <p>It is minimised when either:</p> <ol style="list-style-type: none"> <li>1. the user clicks ‘close X’; or</li> <li>2. the user begins interacting with the page (scrolling down the page, or if they click on a feature on the page). Upon these interactions, a 20 second time countdown begins, after which the statement is minimised.</li> </ol> <p>If neither (1) or (2) occur, the statement stays in maximised form.</p> <p>If after being minimised, the user clicks on teal coloured overlay (which has the label “About our prices”) to view the statement in full, the statement will remain in maximised form until the user clicks ‘close X’.</p>	From on or around October 2021 onwards.	Figure 1.2
Booking Flow, Flights Page	<p><i>“Flight prices are per adult in Australian Dollars, based on payment by BPAY and POLI and include taxes, fees and carrier charges payable to Qantas. A fee applies for other payments. <b>We will do our best to get you where you want to be on time, but we don’t guarantee flight times or schedules and they aren’t part of our contract with you.</b>”</i></p> <p>This statement appears in bold under the heading “About our Prices”, which is accessible once a user has selected flights.</p>	Prior to the commencement of the Relevant Period to on or around 8 December 2021.	Figure 1.3
Booking Flow, Options Page	<b>“Please accept the following before continuing</b>	Applicable during the entirety of the Relevant Period.	Figure 1.4

Location of the Pre-Contractual Statement on webpage within the Qantas website	Text of Pre-Contractual Statement and prominence on webpage (bolded emphasis in original)	Date range in which Pre-Contractual Statement text appeared in this form	Illustrative depiction of Pre-Contractual Statement on webpage in Annexure 2
	<p><i>I have read and accept the Fare Conditions above and the Conditions of Carriage</i></p> <p><i>I acknowledge that flight times are not guaranteed and do not form part of my contract of carriage. Qantas may need to change or cancel flights or schedules – travel insurance is recommended.</i></p> <p>This was a pop up box titled “Fare Conditions”, where users need to click ‘accept’ before progressing with the booking flow.</p>		
<p>Within the Booking Flow used for the Redemption of Flight Credits (known as the Credit Portal Booking Flow), Review Page</p>	<p><b>“Acknowledgement</b></p> <p><i>I have read and accept the Fare Conditions above and Terms and Conditions of Carriage.</i></p> <p><i>I acknowledge that flight times are not guaranteed and do not form part of my contract of carriage. Qantas may need to change or cancel flights or schedules – travel insurance is recommended.</i></p> <p><i>I confirm that I satisfy the Independent Traveller requirement and I understand that if I do not I may be refused carriage.”</i></p> <p>Red text appears next to a tick box within the acknowledgment pop up which states that “(!) You must read and accept the conditions before you can continue.”</p> <p>The user needs to confirm they have read and accept the conditions by ticking the tick box and clicking continue with the Credit Portal Booking Flow.</p>	<p>Applicable during the entirety of the Relevant Period.</p>	<p>Figure 1.5</p>
<p>Within the “Compensation and Refunds” webpage</p>	<p><b>“Delay or cancellation</b></p> <p><i>We are committed to getting you to your destination on time, however, sometimes bad weather, natural disasters, technical problems, operational and other issues can cause flight delays and cancellations. Your safety is always our first priority and while we will try our best to provide our service in accordance with the</i></p>	<p>Applicable during the entirety of the Relevant Period.</p>	<p>Figure 1.6</p>

Location of the Pre-Contractual Statement on webpage within the Qantas website	Text of Pre-Contractual Statement and prominence on webpage (bolded emphasis in original)	Date range in which Pre-Contractual Statement text appeared in this form	Illustrative depiction of Pre-Contractual Statement on webpage in Annexure 2
	<p><i>estimated departure and arrival time of your flight, flight times are not guaranteed.</i></p> <p>This statement appeared on the “Compensation and Refunds” webpage, under the ‘Delay or cancellation’ section.</p>		
<p>Within the “Your rights under the Australian Consumer Law” webpage</p>	<p><b>“Flight delays or cancellations</b></p> <p><i>We are committed to getting you to your destination on time, however sometimes bad weather, natural disasters, technical problems, operational and other issues can cause flight delays and cancellations. Your safety is always our first priority and while we will try our best to provide our service in accordance with the estimated departure and arrival time of your flight, flight times are not guaranteed.</i></p> <p><i>We recommend that you carefully consider your travel requirements when booking your flight with us and allow extra time in your travel plans in case there are unexpected changes to your flight, particularly if your travel is to attend a scheduled event or you have onward travel plans with a third party service provider. Travel insurance is recommended.”</i></p> <p>This statement appeared on the “Rights under the ACL” webpage, under the heading ‘Flight delays or cancellations’ section.</p>	<p>Applicable during the entirety of the Relevant Period.</p>	<p>Figure 1.7</p>

**Australian Competition & Consumer Commission v Qantas Airways Limited – Federal Court of Australia Proceedings No VID 685/2023**

**Annexure 2 to Qantas’ response to particulars dated 1 December 2023, Paragraphs 6-8 (Concise Response paragraphs 3, 5, 8 and 9)**

**Booking flow on the Qantas website**

Figure 1.1

**QANTAS | 100**

1 Flights 2 Options 3 Passengers 4 Payment

Flight prices are per adult in Australian Dollars, based on payment by BPAY and POLI and include taxes, fees and carrier charges payable to Qantas. A fee applies for other payments. We will do our best to get you where you want to be on time, but we don't guarantee flight times or schedules and they aren't part of our contract with you.

**LOG IN** to your Frequent Flyer account to use Qantas Points, book Reward fares and more. **LOG IN NOW →**

Not a member? [Sign up now](#)

**Melbourne to Devonport** [Change search](#)

Mon 4 Oct	Tue 5 Oct	Wed 6 Oct	<b>LOWEST</b> Thu 7 Oct	Fri 8 Oct	Sat 9 Oct	Sun 10 Oct
\$202	N/A	\$202	\$89	\$202	N/A	\$89

Price Departure Time Stops Duration Airline  Classic Rewards [Clear All](#)

Sort by: Direct flights Use points

	Red e-Deal	Flex	Economy Classic Reward	Business Classic Reward
Melbourne 15:45 → Devonport 17:00	<b>Half Off</b>			
QF2057 0 stops	\$89	\$374	8,000 + \$40	N/A
Flight QF2057 is operated by Qantaslink - Eastern Australia A/I				
Total duration 1h 15m				

**My trip**

**Flights**

No flights selected  
Select a flight

Subtotal: \$0 AUD  
1 Adult

**Bags**

All Qantas fares include checked baggage  
[More baggage information](#)

Subtotal: \$0 AUD

**Seats**

**Important Information**

= Flight Operated by Qantas

N/A = Not applicable


[Start again](#) **\$0 AUD** **CONTINUE >**

Figure 1.2

The screenshot shows the Qantas mobile app interface for booking a flight from Brisbane to Melbourne. At the top, there's a progress bar with four steps: 1. Flights, 2. Options, 3. Passengers, and 4. Payment. A red banner prompts users to log in to their Frequent Flyer account to use Qantas Points. Below this, the flight route is specified as Brisbane to Melbourne on Wednesday, 10 May 2023. Filter options include Reward seats, Price, Time, Stops, Duration, and Airline. The flight results table shows two options: a Red e-Deal for \$436 and another for \$272. The Economy Classic Reward price is \$12,000. A 'My trip' sidebar on the right shows 'No flights selected' and a 'Bags' section indicating that all Qantas operated flights include checked baggage. The bottom navigation bar shows a total of \$0 AUD and a 'CONTINUE' button.

	Red e-Deal	Flex	Business	Economy Classic Reward	Business Classic Reward
Brisbane 06:00 — Melbourne 08:25	\$436	\$685	No seats	No seats	No seats
Brisbane 07:15 — Melbourne 09:40	\$272	\$685	No seats	\$12,000 + \$42	No seats

Figure 1.3



1  
Flights

2  
Options

3  
Passengers

4  
Payment

Flight prices are per adult in Australian Dollars, based on payment by BRR and P&U and include taxes, fees and carrier charges payable to Qantas. A tax applies for other payments. We will do our best to get you where you want to be on time, but we don't guarantee flight times or schedules and they aren't part of our contract with you.

### Your trip

**Sydney to Melbourne**  
Thursday, 9 September 2021  
✈️ QF501

Departs	Arrives	1h 35m	ECONOMY Red e-Deal
06:00	07:35	0.8308x	<b>\$181</b>

[Change this flight](#)

**Melbourne to Sydney**  
Wednesday, 15 September 2021  
✈️ QF502

Departs	Arrives	1h 25m	ECONOMY Red e-Deal
06:00	07:25	0.8308x	<b>\$214</b>

[Change this flight](#)

**Flight subtotal** 1 Adult, 1 Child, 1 Infant  
**\$790\*** AUD  
★ Offer savings \$440 AUD

[Flight amount breakdown](#)

**Adult**

**Air transportation charges**

Base fare	\$330.50
<b>Taxes, fees and charges</b>	
Goods and Services Tax (GST)	\$35.89
Passenger Service Charge - Dom	\$14.15
Passenger Service Charge - Dom	\$14.15

**Child**

**Air transportation charges**

Base fare	\$330.50
<b>Taxes, fees and charges</b>	
Goods and Services Tax (GST)	\$35.89
Passenger Service Charge - Dom	\$14.15
Passenger Service Charge - Dom	\$14.15

**Infant**

**Air transportation charges**

Base fare	\$0.00
<b>Taxes, fees and charges</b>	
Goods and Services Tax (GST)	-
Passenger Service Charge - Dom	-
Passenger Service Charge - Dom	-

**Totals**

x1 adult	<b>\$394.69</b>
x1 child	<b>\$394.69</b>
x1 infant	<b>\$0.00</b>

**Total** **\$789.38** AUD

Keep an eye on this price with email updates

Enter your email

WATCH THIS FARE


**About our prices**

Flight prices are per adult in Australian Dollars, based on payment by BRR and P&U and include taxes, fees and carrier charges payable to Qantas. A tax applies for other payments. We will do our best to get you where you want to be on time, but we don't guarantee flight times or schedules and they aren't part of our contract with you.

All flights selected

**Important information**

- ✈️ Flight Operated by Qantas
- ✈️ Flight Operated by Jetstar
- N/A = Not applicable

 My trip

**Flights**

**Sydney to Melbourne**  
Thursday, 9 September 2021  
Departs 1h 35m Arrives  
06:00 → 0.8308x → 07:35  
ECONOMY Red e-Deal  
✈️ QF501  
[Change this flight](#)

**Melbourne to Sydney**  
Wednesday, 15 September 2021  
Departs 1h 25m Arrives  
06:00 → 0.8308x → 07:25  
ECONOMY Red e-Deal  
✈️ QF502  
[Change this flight](#)

**Subtotal:** \$790\* AUD  
★ Saving \$440 AUD

**Bags**

**Sydney to Melbourne**  
Thursday, 9 September 2021  
✈️ QF501

**Adult 1**  
Included checked baggage 1 piece


**Child 1**  
Included checked baggage + 2 child items

**Infant 1**  
Included checked baggage + 3 infant items

**Melbourne to Sydney**  
Wednesday, 15 September 2021  
[View baggage information](#)

**Subtotal:** \$0 AUD


**Seats**



Select seats when providing your passenger details

**Subtotal:** \$0 AUD

**Vehicle Hire**



Select your flights, then add a car.

**Subtotal:** \$0 AUD


**Why book on qantas.com?**

- 🔄 Fee-free payment options
- 🏆 Points Plus Pay
- 📞 24/7 phone support

**Total amount:** **\$790** AUD

[Flight amount breakdown](#)

Payment options available for this itinerary:



All flights selected

**Important information**

- ✈️ Flight Operated by Qantas
- ✈️ Flight Operated by Jetstar
- N/A = Not applicable

**Total amount:** **\$790** AUD

[Flight amount breakdown](#)

Payment options available for this itinerary:



Help & support   Privacy & security   Terms of use   Viewing tips

Figure 1.4

Not a member? [Join for free](#)

Departs 15:00 [Change](#) Arrives 16:25


ECONOMY [Red e-Deal](#)  
% OFF

[Change this flight](#)

---

### Fare Conditions

Red e-Deal conditions ▼

 **Please accept the following before continuing:**

I have read and accept the Fare Conditions above and the [Conditions of Carriage](#).

I acknowledge that flight times are not guaranteed and do not form part of my contract of carriage. Qantas may need to change or cancel flights or schedules - travel insurance is recommended.

---

[Back](#)

**ACCEPT** >

# Credit Portal Booking Flow on the Qantas Website

Figure 1.5

## Step 3 - Review

### Your Flights

<b>Flight Out:</b> Wed 25 Aug 21 18:50 Sydney	23:50 Christchurch	<b>Flight Back:</b> Tue 31 Aug 21 06:05 Christchurch	07:35 Sydney
<b>Flight</b>	<b>QF139</b>	<b>Flight</b>	<b>QF138</b>
<b>Duration</b>	3h 00m	<b>Duration</b>	3h 30m
<b>Departure Terminal</b>	1	<b>Departure Terminal</b>	-
<b>Fare Type</b>	<b>Sale</b>	<b>Fare Type</b>	<b>Sale</b>
<b>Checked Baggage</b>	30 kg	<b>Checked Baggage</b>	30 kg

Key: = Flight Operated by Qantas

Note: Qantas flights QFL - QF399 depart from International Terminals. All other Qantas flights depart from Domestic Terminals.

### Total Price

Total Price:	\$2577.20
Flight Credit value:	\$3190.56
Change Fee:	\$0.00
<b>Total remaining amount</b>	<b>= (\$613.36) AUD*</b> - A new voucher will be issued for the unused amount and sent to your email address

\* taxes, fees and carrier charges are included, except where local airport taxes are collected at time of check-in.

### Fare Conditions

**Flight Out, Back: Sale**

Travel Class  
Economy

Stopover  
To New Zealand or Norfolk Island: Not permitted.  
To Cook Islands: 1 stopover permitted (additional charges and taxes may be payable)  
Note: if this fare is combined with another fare the most restrictive stopover conditions apply.

Changes  
Changes can be made online at [qantas.com/yourbooking](https://qantas.com/yourbooking), otherwise call 13 13 13.  
Exception: For changes to combined Qantas and Jetstar bookings, and to multi-city bookings call 13 13 13.  
Fees are not payable where you are entitled to a refund or alternative flight under the Australian Consumer Law or Conditions of Carriage.  
For changes made over the phone, you must pay the **service fee** applicable as at the date of change.  
At the time of making the change you must pay:  
the **change fee** applicable as at the date of the change.  
any fare difference  
Your new booking must be for travel anywhere on the Qantas network within 12 months of the date that the original ticket was issued.  
Changes made prior to the original date of departure: if you make a change to your travel date you may be eligible for a fee-free change under the Qantas Fly Flexible Policy. Visit [Fly Flexible](#) for more information.

Name Change  
Not permitted.

No Show  
Not permitted.

Cancellation (including no show)  
Before and after departure:  
• No refund

This fare may be used as a credit towards the payment of any higher fare from the point of origin, provided the new fare conditions are met. A reissue fee of AUD 125 per person applies. If the new fare is cancelled, the original cancellation fee will apply. This credit must be used within 12 months of the original tickets date of issue.  
Any credit is the Australian dollar price.  
No Show: Failure to board a flight (no show) renders the coupon void and no longer valid for travel nor exchange.  
If this fare is combined with another fare the most restrictive stopover conditions apply.  
Note: if this fare is booked as part of the Companion Sale, 2 or more adult fare passengers must be booked and travel together. Child discounts do not apply. If this fare is booked as part of the Companion Sale, the fare is non-refundable.  
You may be entitled to a refund or alternative flight under the Australian Consumer Law or Conditions of Carriage.

Seats  
A fee applies for this fare type. See our [seat selection](#) page for more information. Please note that you can select your seat from the remaining available seats **only** after booking your flight, via the 'Manage Your Booking' option.

Children and Infants  
Discounts apply for infants (under 2 years) and children (2-11 years). Discounts are based on the fare type and the fare amount (including surcharges, fees and taxes) paid by the adult travelling and, for infants, whether they occupy a seat. Surcharges, fees and taxes that apply are then added. The exact total will be quoted once you have selected your flight.  
Infants must be accompanied, with a maximum of one infant per adult travelling.  
Note: if this fare is booked as part of the Companion Sale, children discounts do not apply. Infant discounts may not apply.

Qantas Frequent Flyer Program  
Qantas Points and Status credits may be earned on this fare and will be calculated on each Segment. For more information check the Airline Earning Table.  
You may request Classic Upgrade Rewards on this fare. However, Classic Upgrade Rewards can only be redeemed on flights that are operated by Qantas with a QF flight number. For the purposes of redeeming Qantas Points for a Classic Upgrade Reward, this fare is classed as Discount Economy.

Important Information  
For bookings made through Qantas Contact Centres and selected Qantas airport locations as well as web chat, sms and selected social media channels in some countries, a **booking fee** applies.

### Important Information

- **Book now** to confirm this booking.
- To add **special requests**, at the end of your booking:  
- For travel with pets call your local [Qantas office](#).  
- If you have a disability or need special assistance call your local [Qantas office](#) or send an [e-mail](#).

### Acknowledgment

**You must read and accept the conditions before you can continue.**

I have read and accept the Fare Conditions above and [Terms and Conditions of Carriage](#).  
I acknowledge that flight times are not guaranteed and do not form part of my contract of carriage. Qantas may need to change or cancel flights or schedules – travel insurance is recommended.  
I confirm that I satisfy the [Independent Traveller](#) requirement and I understand that if I do not I may be refused carriage.



## Figure 1.6 - Qantas compensation and refunds page



# Compensation and Refunds

Information about Compensation and Refunds in case of delay, cancellation or overbooking.



Due to high demand, we're experiencing some delays in call wait times and the processing of Flight Credits, refunds and other options.

If your flights were booked through a travel agency or third-party website, contact these companies directly for assistance.

[Check your booking](#) or [flight status](#) for the most up-to-date information on your flights.

## On this page

[Delay or cancellation](#)

[Commercial overbooking](#)

[Refunds for delays, cancellations and overbooking](#)

[Flights to or from Canada](#)

## Delay or cancellation

We are committed to getting you to your destination on time, however, sometimes bad weather, natural disasters, technical problems, operational and other issues can cause flight delays and cancellations. Your safety is always our first priority and while we will try our best to provide our service in accordance with the estimated departure and arrival time of your flight, flight times are not guaranteed.

We are committed to providing you with the highest levels of customer service including by looking after you if things don't go as planned. We will provide you with assistance as set out below in the event of a delay or cancellation. Depending on the circumstances, this may include a refund and/or other compensation.

You may also have a statutory right to a remedy (including a refund and/or compensation) under the Australian Consumer Law. In Australia, the **Australian Consumer Law** contains consumer guarantees which provide consumers with a basic, guaranteed level of protection for goods and services that they acquire.

For international travel you may have rights under the Warsaw or Montreal Convention. Please see our Conditions of Carriage for more information.

If a delay or cancellation occurs within 72 hours of the scheduled departure time, we will re-book you on the next available Qantas flight at no additional cost to you. Alternatively, you may be entitled to a refund (further information set out below).

For all Australian domestic flights and international flights from Australia, we will also provide you with the following assistance:

## Delay or cancellation within our control\*

### Away from home airport

Time	Arranged by	Meal voucher	Transfers	Accommodation
2+ hours	Qantas	Yes	No	No
Overnight (new departure within 12 hours of original departure)	Qantas	A\$30 or local equivalent value per person inclusion in accommodation	Yes	Yes
	Customer	A\$30 or local equivalent value per person reimbursement (receipts required)		A\$200 or local equivalent value per room booked reimbursement (receipts required)

<b>Overnight (new departure over 12 hours of original departure)</b>	Qantas	A\$50 or local equivalent value per person inclusion in accommodation	Yes	Yes
	Customer	A\$50 or local equivalent value per person reimbursement (receipts required)		A\$200 or local equivalent value per room booked reimbursement (receipts required)

## At home airport

Time	Arranged by	Meal voucher	Transfers	Accommodation
<b>2+ hours</b>	Qantas	Yes	No	No
<b>Overnight (new departure within or over 12 hours of original departure)</b>	Qantas or Customer	No	Cab charge	No

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## Commercial overbooking

We take the utmost care in managing each flight, but on rare occasions a flight may be overbooked and we may need to seek a volunteer to change to another flight. If there are no volunteers, we will choose passengers to change to another flight. If this happens to you, and you arrived on time for your confirmed flight with all required documentation, we will re-book you on the next available Qantas flight and provide you with the assistance (in accordance with the above table for a delay or cancellation within our control). If you are flying internationally and the next available flight departs over 4 hours after your scheduled departure time, you will also be given a Qantas travel voucher.

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## Refunds for delays, cancellations and overbooking

Customers are entitled to a refund in the following situations:

- If we cancel your flight and we cannot offer you suitable alternative arrangements.
- If we delay your flight to the extent that you have to cancel your travel.

- If we make a significant change# to the scheduled flight time and we are unable to book you on an alternative flight that is acceptable to you.
- If we cause you to miss a connecting Qantas flight on which you have a confirmed reservation.
- If we are unable to carry you and you have a confirmed reservation.

## Claiming a refund

If you wish to claim a refund, please contact [Customer Care](#). If you are entitled to a refund, the refund will be equal to the fare paid if no part of the ticket is used. If part of the ticket is used, the refund will be equal to the difference between the fare paid and the fare that would have been payable if booked for the travel taken.

You may also have a statutory right to a remedy (including a refund and/or compensation) under the [Australian Consumer Law](#).

Due to the current circumstances, Qantas has received a large volume of refund requests in a short period of time. We are continuing to process customers' refund requests prioritised in lodgement date order, there are a significant number of requests and we're working through them as quickly as we can. Our current processing time is taking approximately 8 weeks to process. Please be assured, we are working through the backlog of refund applications and processing as quickly as possible. Once your refund is processed you will receive an email to confirm it has been actioned. There is no need to call back. We appreciate your patience.

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## Flights to or from Canada

If you are travelling on flights to or from Canada, refer to [Canadian Air Passenger Protection Regulations](#) for further information.

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## Flights

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Multi-city flights

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Round the world

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## Figure 1.7 Qantas 'Rights under ACL' page



# Your rights under the Australian Consumer Law

Your rights under the consumer guarantee provisions of the Australian Consumer Law (ACL) where your flight is delayed or cancelled.

## On this page

[The purpose of this page](#)

[Consumer guarantees and your right to a remedy under the ACL](#)

[Flight delays or cancellations](#)

## The purpose of this page

This page provides an overview of your rights under the consumer guarantee provisions of the Australian Consumer Law (ACL) where your flight is delayed or cancelled. It is not a statement of the only rights that may be available to you under the ACL (or any other law) and we recommend that you refer to the [ACCC website](#) or obtain independent legal advice for further information.

All bookings and travel are subject to our [Conditions of Carriage](#) and [Fare Rules](#) applicable to your booking. Nothing in our Conditions of Carriage or Fare Rules affects

your rights under the ACL.

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## Consumer guarantees and your right to a remedy under the ACL

The ACL contains guarantees which provide consumers with a basic, guaranteed level of protection for services that they acquire, including:

- guarantee as to due care and skill;
- guarantee as to fitness for a particular purpose; and
- guarantee as to reasonable time for supply.

If we fail to live up to any of these consumer guarantees for a relevant service we provide, you may be entitled to a remedy under the ACL. If the breach of the consumer guarantees cannot be remedied or amounts to a major failure, you are entitled to a refund or other remedies under the ACL. You may also be entitled to compensation for reasonably foreseeable losses caused by the failure.

A major failure occurs when a reasonable consumer would not have purchased the services had they known about the extent of the failure or the where the service is substantially unfit for purpose and cannot be fixed within a reasonable time.

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## Flight delays or cancellations

We are committed to getting you to your destination on time, however sometimes bad weather, natural disasters, technical problems, operational and other issues can cause flight delays and cancellations. Your safety is always our first priority and while we will try our best to provide our service in accordance with the estimated departure and arrival time of your flight, flight times are not guaranteed.

We recommend that you carefully consider your travel requirements when booking your flight with us and allow extra time in your travel plans in case there are unexpected changes to your flight, particularly if your travel is to attend a scheduled event or you have onward travel plans with a third party service provider. Travel insurance is recommended.

If a delay or cancellation occurs, we will provide you with assistance as set out in our [Compensation and Refunds page](#). Depending on the circumstances, this may include a refund and/or other compensation.

You may also be entitled under the ACL to a refund and/or compensation following a delay or cancellation if this constitutes a breach of the consumer guarantees.

Whether there has been a breach of the consumer guarantees depends on the circumstances and we consider a range of factors in determining whether our services were provided in accordance with the consumer guarantees, including:

- the reason for the delay or cancellation, for example whether it was caused by us\* or by someone or something else^;
- the length of any delay; and
- whether we remedied the delay or cancellation, for example by reaccommodating you on another flight within a reasonable time (which will depend on the circumstances and may not be the same each time you travel).

## Claiming a refund or other compensation

If you wish to claim a refund and/or other compensation, please contact [Customer Care](#).

If you are entitled to a refund, the refund will be equal to the fare paid if no part of the ticket is used. If part of the ticket is used, the refund will be equal to the difference between the fare paid and the fare that would have been payable if booked for the travel taken.

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## Flights

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Multi-city flights

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Round the world

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Payment options

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Conditions of Carriage

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Fare types

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Where can I go

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## Your rights under the Australian Consumer Law

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Compensation and Refunds Policy

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Passenger Rights Information China

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### Important information

\* Delays or cancellations within our control include: engineering issues, Qantas IT system outages, delayed delivery of baggage to the carousel due to resourcing issues, late cleaning/loading of catering to the aircraft, crew/staffing issues or any other circumstance which we can reasonably control.

^ Delays or cancellation outside our control include: weather events, air traffic control issues, industrial action by a third party, security issues or any other unusual or unforeseen circumstances which we cannot control and the consequences of which we could not have avoided.

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## About Qantas

[Qantas Group](#)

[News Room](#)

[Careers](#)

[oneworld](#)

[More about Qantas](#)

[Qantas Centenary](#)

[Qantas Group Pilot Academy](#)

[Modern Slavery Act Statement](#)



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Passenger Rights Information China

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Delays or cancellation outside our control include: weather events, air traffic control issues, industrial action by a third party, security issues or any other unusual or unforeseen circumstances which we cannot control and the consequences of which we could not have avoided.

# A significant change means a change that significantly impacts you and your travel plans.

---

## About Qantas

[Qantas Group](#)

[News Room](#)

[Careers](#)

**Australian Competition & Consumer Commission v Qantas Airways Limited – Federal Court of Australia Proceedings No VID685/2023**

**Annexure 3 to Qantas’ response to particulars dated 1 December 2022, Paragraph 16 (Concise Response paragraph 29)**

Scheduled Flight				Re-accommodation offered to all passengers on cancellation of Flight			
Date, Flight Number, Arrival and Departure Port	Departure Time	Arrival Time	Number of Passengers on Flight	Date customers notified of Cancellation	Date, Flight Number(s), Arrival and Departure Port	Departure Time	Arrival Time
03/06/2022, QF189 CNS-AKL	8:00	14:45	1	67 days prior to departure	03/06/2022, QF925 CNS-SYD 03/06/2022, QF149 SYD-AKL	15:25 19:15	18:15 0:20 +1
12/06/2022, QF189 CNS-AKL	8:00	14:45	0	No re-accommodation options offered as there were no passengers booked on this flight when cancelled.			
26/05/2022, QF1767 MCY-CBR	11:40	13:30	2	71 days prior to departure	26/05/2022, QF1755 MCY-MEL 26/05/2022, QF1520 MEL-CBR	11:35 14:50	14:05 15:55
07/05/2022, QF1768 CBR-CNS	9:30	12:45	35 (including 1 infant)	52 days prior to departure	07/05/2022, QF1515 CBR -MEL 07/05/2022, QF 704 MEL-CNS	9:35 14:20	10:45 17:40
31/07/2022, QF853 CNS-AYQ	7:25	9:45	20 (Group Booking, 20 PAX)	145 days prior to departure	31/07/2022, QF1231 CNS-AYQ Flight number change, all other travel details as per original booking	7:25	9:45
04/06/2022, QF167 OOL-AKL	19:00	0:10 +1	1	100 days prior to departure	04/06/2022, QF597 OOL-SYD 04/06/2022, QF149 SYD-AKL	15:55 19:15	17:25 0:20 +1
31/07/2022, QF2558 BNE-TMW <sup>1</sup>	18:00	19:10	7 (including 1 infant)	61 days prior to departure	31/07/2022, QF527 BNE-SYD 31/07/2022, QF2006 SYD-TMW	12:10 15:25	13:45 16:30
09/05/2022, QF1765 OOL-CBR	15:40	17:25 <sup>2</sup>	6	54 days prior to departure	09/05/2022, QF597 OOL-SYD 09/05/2022, QF1509 SYD-CBR	15:55 18:35	17:25 19:30
12/05/2022, QF57 BNE-POM	9:25	12:35	0	No re-accommodation options offered as there were no passengers booked on this flight when cancelled.			
18/07/2022, QF1844 PER-ONS	5:25	7:25	0	No re-accommodation options offered as there were no passengers booked on this flight when cancelled.			

<sup>1</sup> This flight was also the subject of a time change prior to cancellation, where it was re-timed to Depart/Arrive at 10:45/11:55 (rather than 18:00/19:10).

<sup>2</sup> Qantas confirms that Attachment B provided to the ACCC on 23 June 2023 incorrectly cites the arrival time for QF1765 as 19:25, rather than 17:25.