

## Conditional travel credit policy for Virgin Australia Group customers

For bookings on or prior to 20 April 2020

### Travel credits and refunds in voluntary administration

Virgin Australia Airlines Pty Limited, Tiger Airways Australia Pty Limited, Virgin Australia International Airlines Pty Limited and Virgin Australia Regional Airlines Pty Ltd (each a **Virgin Australia Group Entity**) entered into voluntary administration on 20 April 2020 and remain under administration.

During this period of administration, your ability to obtain a refund or travel credit from a Virgin Australia Group Entity for cancelled flights and other services may be affected.

However, the administrators, Deloitte, are arranging for some affected Virgin Australia Group customers to be provided with a conditional travel credit which will be valid during the period of administration.

If you purchased a ticket from a Virgin Australia Group Entity *before* it entered into voluntary administration (i.e., *before* 20 April 2020), you may be eligible for a conditional travel credit as outlined in this policy.

If you purchased a ticket from a Virgin Australia Group Entity *after* it entered into voluntary administration (i.e., *after* 20 April 2020) and your flight is cancelled (either by you or the airline), the Virgin Australia Group Entity's normal refund and credit policies as set out in our fare rules and Conditions of Carriage will apply. This policy does not apply in those circumstances.

### Eligibility

This policy applies to you if you purchased a ticket (**Original Ticket**) (including by redeeming Velocity Frequent Flyer points for a Velocity Any Seat) for a flight from a Virgin Australia Group Entity or a holiday package from Virgin Australia Airlines Pty Limited, in each case before the relevant Virgin Australia Group Entity entered into voluntary administration (i.e. on or before 20 April 2020) for travel before or after that date, and where you have **not** been provided with a refund, credit, re-accommodation on another flight, another holiday package or alternative compensation.

In addition, **one** of the following criteria must apply:

1. the flight for which the ticket could be used or holiday package was cancelled by that Virgin Australia Group Entity or, in the case of a holiday package, a component (including a component supplied by a third party supplier) was cancelled in connection with COVID-19 resulting in the cancellation of the entire package; **or**
2. you cancelled your ticket prior to the flight's scheduled departure and your ticket entitled you to a refund or credit; **or**
3. in the case of a holiday package, you cancelled the holiday package, entitling you to a refund or credit (or a combination of them) as a result of that cancellation.

If your ticket and circumstances fit the above criteria, you can receive a conditional credit for that flight or holiday package, which may be used in accordance with this policy.

This policy does not apply in respect of any Velocity Reward Seat ticket.

### Use of conditional credit

If you wish to book a flight with your conditional credit, you need to call our Guest Contact Centre. If you booked through a travel agent, you will need to contact your travel agent to use your conditional credit.

The conditional credit will be for the equivalent fare amount, taxes, airline surcharges and ancillary fees for services to be provided by the operator of your original flight that you paid for your original flight or, in the case of a holiday package, for the amount paid for the holiday package less cancellation fees.

You may use your conditional credit to book a domestic flight operated by Virgin Australia Airlines Pty Ltd or Virgin Australia Regional Airlines Pty Ltd. This is subject to the availability of flights, and if applicable, payment of any fare and tax and airline surcharge differences and applicable fees.

The conditional credit is unable to be redeemed on codeshare flights operated by other airlines or for any other good or service supplied by a Virgin Australia Group Entity.

Virgin Australia's Conditions of Carriage and the fare rules relevant to the class of flight ticket you obtain when you use your conditional credit will apply, except that you will not receive a refund or unconditional credit if that flight or ticket is cancelled - this policy will apply. The Conditions of Carriage are available [here](#).

The conditional credit is non-transferable to any other person and you will not be able to use it in conjunction with Velocity Frequent Flyer Points. You will not be able to use the conditional credit in conjunction with your travel credits or travel credits of another person. However, where the Original Ticket was not booked through a travel agent, you can combine your own conditional credits.

A conditional credit will be lost and may not be used where you have received a refund or alternative compensation in respect of the Original Ticket.

Where you elect not to receive a conditional credit, or do not use the conditional credit in the redemption period described above, you retain all of your general law and statutory rights against the relevant Virgin Australia Group Entity.

#### **Validity of conditional credit**

Your conditional credit will be valid as long as the Virgin Australia Group Entity that issued your credit is in administration. At this stage, it is expected that the process will be finalised by, at the latest, mid-August 2020, although that date may change.

It may not be possible or practical for Virgin Australia Airlines Pty Limited or Virgin Australia Regional Airlines Pty Ltd to resume commercial flights during the administration. Nothing in this Proposal should be understood as a promise or warranty that Virgin Australia Airlines Pty Limited or Virgin Australia Regional Airlines Pty Ltd will offer domestic flights in this period.

Your conditional credit will be considered as having been used in the following circumstances:

- The flight booked with the credit has been flown; **or**
- You do not turn up for the flight booked with the credit or you cancel the booking other than in accordance with the terms and conditions applicable to the booking.

If you choose to use the conditional credit in accordance with the terms set out in this policy, you will not be entitled to a refund or credit that may otherwise have resulted from the cancellation in respect of the Original Ticket.

A conditional credit cannot be exchanged for a refund or unconditional credit. If you use the conditional credit to book a flight and that flight (or any changed flight) is subsequently cancelled by the Virgin Australia Group Entity or the booking (or any subsequent changed booking) is cancelled by you prior to scheduled departure in accordance with the terms and conditions applicable to the booking, you cannot obtain a refund or unconditional credit. However in that case, the original conditional credit will be reissued to you (provided the redemption period has not expired). If you booked a flight that was for a higher fare amount and you paid the difference between that higher fare amount and the original fare amount and/or paid for additional ancillary services to be provided by the operator of the flight, the reissued conditional credit will include that higher fare amount and the additional amounts paid for those additional ancillary services. If the redemption period has expired, you will not be reissued with a conditional credit, but you retain all of your general law and statutory rights against the relevant Virgin Australia Group Entity

If you change your booking under a ticket purchased prior to the administration, any changed booking will be treated in accordance with this policy.

### **Your rights**

You do not have to use the conditional credit. If you don't use it by the end of the voluntary administration, you may then be a creditor. Information, including FAQs, will be made available at the Virgin Australia administration website, [www.deloitte.com/au/virgin](http://www.deloitte.com/au/virgin).

You may also have rights under the *Australian Consumer Law*.