

the lounge

corporate application form



Member Benefits –Special Offer

First Name (as listed in Velocity profile) _____

Last Name (as listed in Velocity profile) _____

Contact Number: _____

Velocity Number _____

(If you do not hold a membership to Velocity Rewards, please join online at <http://www.velocityrewards.com.au/content/> for no charge)

Note:- Once you have filled this form out- Member Benefits will nominate you to take advantage of their corporate rate, you will receive an email and you will need to follow the prompts on this email to pay for your membership.

I accept The Lounge terms and conditions

Yes

No

Once you have completed this form, please return to

rca@memberbenefits.com.au

Terms and Conditions

1. Definitions

In these terms and conditions, unless the context otherwise requires:

- a. "Corporate Member" means a person whose Membership Fee and Joining Fee was paid by the member or the business, and who is part of a Corporate Scheme, managed by a Scheme Coordinator.
- b. "Single Entry Fee" means the fee payable by or for Single Entry Visitors for entry into The Lounge on a one-off casual basis.
- c. "Single Entry Visitor" means a person who has paid the Single Entry Fee or who has otherwise been granted casual entry at the discretion of Virgin Blue.
- d. "Guest" means a person who enters The Lounge as a guest of a Member.
- e. "Individual Member" is a person who pays the applicable Membership Fee and Joining Fee and has current membership to The Lounge and is not a Corporate Member or an Industry Member;
- f. "Industry Member" means a person in a travel organisation or association, whose Membership Fee and Joining Fee was paid by the member.
- g. "Joining Fee" means the joining fee payable to Virgin Blue to join The Lounge, as determined by Virgin Blue from time to time.
- h. "Lounge Occupant" or "You" means a Member, Guest or Single Entry Visitor.
- i. "Lounge Website" means <http://www.virginblue.com.au/thelounge/>.
- j. "Member" means an Individual Member, a Corporate Member and an Industry Member.
- k. "Membership Card" means your Velocity Membership Card.
- l. "Membership Fee" means the annual fee payable to Virgin Blue for The Lounge Membership, as determined by Virgin Blue from time to time.
- m. "Scheme Coordinator" is the administrative contact for the Corporate Member or Industry Member who is responsible for managing the memberships for the Corporation or travel organisation or association (as applicable).
- n. "The Lounge Rules" means any rules published by Virgin Blue from time to time.
- o. "Virgin Blue" or "our" or "we" means Virgin Blue Airlines Pty Ltd ABN 36 090 670 965.

2. Introduction

- a. These terms and conditions and The Lounge Rules apply to all aspects of membership of and entry to The Lounge.
- b. Any person who applies for or purchases The Lounge Membership, has a membership purchased on their behalf, uses their Membership Card or uses The Lounge (whether as a Member, Guest or Single Entry Visitor), will be bound by these terms and conditions.
- c. Virgin Blue has used all reasonable efforts to ensure the information provided to Lounge Occupants in relation to The Lounge is accurate and correct. However, to the extent permitted by law, Virgin Blue accepts no responsibility for any inaccuracy.
- d. Virgin Blue reserves the right to vary these terms and conditions and The Lounge Rules in its sole discretion at any time and without notice. Virgin Blue will post details of any changes on the Lounge Website and may not give any other notice of the changes. It is

your responsibility to keep yourself familiar with these terms and conditions and The Lounge Rules.

3. The Lounge Membership

- a. Individual membership is open to individuals who are over 18 years of age and is not transferable.
- b. Corporate membership is available to organisations that enrol its employees in The Lounge. Corporate memberships will have a common expiry date and may be transferred once per year to another employee of the same organisation subject to payment of the applicable transfer fee, as determined by Virgin Blue from time to time.
- c. Virgin Blue expressly reserves the right to vary the amount of the Membership Fee or the Joining Fee including, without limitation, offering promotional or discounted rates. Virgin Blue will not be liable for any loss or damage suffered by any Member of The Lounge resulting from such variation.
- d. Membership is at the discretion of Virgin Blue, which may accept or reject an application for membership as it deems fit.
- e. For Individual Members and Industry Members, renewal of membership, and payment of the Membership Fee is due upon the anniversary of the Member's date of joining. For Corporate Members, payment of the Membership Rate is due upon the anniversary of the common expiry date. If Membership is not renewed within one (1) month of its expiry any subsequent application for its renewal will be subject to payment of the then applicable Joining Fee in addition to the Membership Fee.
- f. If an Individual Member indicates to us within two (2) weeks of purchasing their membership that they would like to withdraw from being an Individual Member of The Lounge we will cancel their membership and issue a refund of the Membership Fee provided the Individual Member has not used their membership at any Lounge. An Individual Member who enters The Lounge in order to apply for membership and has their Velocity Card activated is deemed to have used their membership and cannot claim a refund.

4. Membership Card

- a. Upon acceptance of enrolment to The Lounge, each Member will be assigned a membership number, which will be the same as a Velocity membership number and the Member's Velocity Membership Card will be activated to allow the Member to access The Lounge.
- b. The Membership is valid for use only by the Member whose name appears on the Velocity Card.
- c. The Velocity Card is not a payment card. Members must take reasonable steps to prevent unauthorised use of their Velocity Card, and must notify Virgin Blue as soon as possible if their Velocity Card is lost, stolen or mislaid. Upon receiving a request for a replacement Velocity Card we may as a precondition request payment of a replacement card fee, and the production of documentation we consider is needed to verify that the request is genuine. We may decline to issue a replacement Velocity Card if the request is made more than 3 months after the Velocity Card has been lost, stolen or mislaid.
- d. Members and/or the Scheme Coordinator (as applicable) must promptly advise Virgin Blue in writing of any change to their address or contact details.

e. Members and/or the Scheme Coordinator (as applicable) must act fairly and reasonably to Virgin Blue in all matters connected with their application for, and membership of, The Lounge.

5. This obligation includes that Members and the Scheme -Coordinator (if applicable) will:

- a. provide Virgin Blue any correct and required information;
- b. not in any way sell, barter, attempt to transfer or otherwise deal with any benefits connected with membership of The Lounge;
- c. not abuse or misuse any benefits accorded to the Member as part of their membership of The Lounge;
- d. not act in any way which is likely to be contrary to the interests of Virgin Blue; and
- e. be responsible for keeping up to date any changes to the terms and conditions of The Lounge via the Virgin Blue website (www.virginblue.com.au) .

6. The Lounge Facilities and Services

- a. Some of the services and facilities offered to Lounge Occupants are provided by suppliers over which Virgin Blue has no control. Arrangements for the availability and utilisation of these facilities and services are made by Virgin Blue solely as agent for the suppliers providing such services and facilities. The provision of the services and facilities in The Lounge will be subject, in each case, to the terms and conditions of the relevant supplier providing the relevant services or facilities and any claims relating to such services or facilities should be made directly to the relevant supplier.
- b. Virgin Blue reserves the right in its absolute discretion to withdraw, cancel, vary or in any way change, or deny access to or use of any of the services and facilities offered or advertised as available to any Lounge Occupant by virtue of membership or entry to The Lounge, at any time without notice, and to the extent permitted by law, Virgin Blue shall not be liable for any loss or damage suffered by any Lounge Occupant resulting from such withdrawal, cancellation, variation or change, or by the refusal or inability of Virgin Blue or any supplier to supply any service or facility at The Lounge at any time.
- c. Virgin Blue makes no warranties or representations in relation to the quality or availability of any services or facilities offered or advertised as available to a Lounge Occupant by virtue of entry to The Lounge. To the extent permissible by law, Virgin Blue is not liable for any loss or damage suffered by a Lounge Occupant suffered as a result of the quality or unavailability of any service or facility in The Lounge.
- d. Access to computer facilities and the internet may be available in The Lounge, subject to availability. Virgin Blue does not represent or warrant that the computer facilities or internet access offered through The Lounge are free from computer viruses or other defects. Virgin Blue shall not be liable for any third party content on the internet that a Lounge Occupant may find offensive, upsetting or defamatory. Lounge Occupants are responsible for maintaining the security of all log-in identification information made available to them to access the internet or computer facilities in The Lounge. To the extent permitted by law, Virgin Blue is not liable for any security breaches suffered by any Lounge Occupant when using the internet, including personal or information security breaches, and is not liable for any loss or damage suffered as a result of the unavailability of the internet

or computer facilities, including interruptions during use.

e. Meeting rooms may be available in The Lounge, subject to availability and payment of the then applicable meeting room booking fee. Meeting rooms must be booked through The Lounge staff at reception.

f. Lounge Occupants using The Lounge computer facilities, the internet or meeting rooms assume responsibility for all loss, damage or consequences resulting directly or indirectly from such use. Virgin Blue shall not be liable for any loss or damage suffered in respect of use of the computer facilities, the internet or the meeting rooms.

g. Lounge Occupants are entitled to free photocopying (maximum 50 pages per day) and free faxing within Australia (maximum 50 pages per day), subject to paragraph 6(b) of these terms and conditions. Any photocopying over this limit will be charged at the rate determined by Virgin Blue from time to time.

7. Fees & Taxes

a. From time to time, Virgin Blue may charge fees for some of the services provided in The Lounge, or in relation to membership of The Lounge. Details of applicable fees, as determined by Virgin Blue from time to time, will be posted at www.virginblue.com.au. Virgin Blue reserves the right to change or introduce new fees in relation to any of the services provided in The Lounge at any time without notice.

b. Virgin Blue accepts no responsibility for and makes no representation about your tax liability as a result of membership or use of The Lounge or any services or facilities in The Lounge. You are solely responsible for any taxes, GST, duties, levies, fees or other charges levied or imposed arising from, as a result of or in connection with your membership or use of The Lounge. Virgin Blue recommends that you consult your accountant or tax adviser to ensure you understand possible tax (including fringe benefits tax) implications, if any, related to membership of The Lounge.

8. Access to The Lounge

a. Members and Single Entry Visitors are entitled to access The Lounge in the relevant departure port when their next onward flight on that day is with Virgin Blue.

b. Members may access The Lounge by displaying their Membership Card or quoting their membership number and providing satisfactory proof of identity (eg driver's licence) along with the Member's itinerary or boarding pass for onward travel on Virgin Blue that day, at the reception desk of The Lounge.

c. Each Member may invite one Guest to accompany the Member to The Lounge at no charge. Additional Guests will be charged the Single Entry Fee. Guests must be accompanied by a Member at all times while in The Lounge, but need not be travelling.

d. The Member must ensure that his/her Guest complies with these terms and conditions and The Lounge Rules at all times.

e. Single Entry Visitors may gain one-off casual access to The Lounge by payment of the Single Entry Fee, as determined by Virgin Blue from time to time. Single Entry Visitors are entitled to access The Lounge in the relevant departure port if their next onward flight that day is with Virgin Blue, and must present an itinerary or boarding pass prior to entry. Single Entry Visitors may access The Lounge a maximum of 2 hours prior to their flight's scheduled departure time.

- f. Entry of Guests and Single Entry Visitors is at all times subject to space availability.
- g. Guests and Single Entry Visitors under the age of 18 years must be accompanied by an adult when visiting The Lounge. Guests and Single Entry Visitors under 18 years of age are not permitted to access the self-service bar.
- h. The Lounge staff may in their absolute discretion, refuse entry to any Lounge Occupant, or require a Lounge Occupant to immediately leave The Lounge, at any time for any reason deemed appropriate by Virgin Blue.
- i. Smart, casual dress standards apply at all times.
- j. Due to operational reasons, access to The Lounge and its services and facilities may be unavailable, restricted limited or withdrawn at any time and operating hours may vary without notice.

9. Privacy & Electronic Messages

- a. You agree that the following apply to the personal information Virgin Blue collects about you in connection with your membership of or entry to The Lounge.
- b. Virgin Blue may use personal information collected about you for the purposes of:
 - i. meeting any of its commitments to you;
 - ii. disclosing that information to our related entities or third party service providers which it engages to assist in meeting commitments to you;
 - iii. marketing products or services to you;
 - iv. taking steps to endeavour to improve customer service (including by product development, research and marketing initiatives and analysis (including analysis of your acquisitions of goods and services)), and
 - v. complying with any law or administrative requirement of any government or judicial agency or stock exchange.
- c. Virgin Blue may transfer your personal information to or from Australia for any of the purposes set out above.
- d. Personal information held by Virgin Blue will be held at its registered office or those of its contractors in Australia from time to time. You are responsible for ensuring that personal information we hold is correct and complete. We will endeavour to abide by all applicable privacy law requirements regarding your right to review and correct any personal information we hold about you.
- e. You consent to receiving marketing and promotional material from Virgin Blue and agree that we need not include an "unsubscribe" facility in any electronic message we send you.

10. Termination

- a. Virgin Blue expressly reserves the right at any time in its absolute discretion and without notice to:
 - i. terminate or materially alter any aspect of operation of The Lounge;
 - ii. terminate or suspend any Lounge membership and/or the right of any Lounge Member to use his or her Lounge membership. In the event a Lounge membership is terminated, a pro

rata refund may be made of the Member's Membership Fee, at Virgin Blue's absolute discretion.

b. Any breach of these terms and conditions, whether intentional or otherwise, may result in termination or suspension of membership, cancellation of access to The Lounge services or facilities, or both, at Virgin Blue's sole discretion.

c. Virgin Blue may terminate or suspend a Member's Lounge membership if, in Virgin Blue's reasonable opinion, a Member has:

- i. abused or damaged any facilities or services in The Lounge;
- ii. displayed or engaged in inappropriate behaviour whilst in The Lounge which is or may be likely to be detrimental to the interests of Virgin Blue or a supplier;
- iii. supplied or attempted to supply misleading information or make any misrepresentation to Virgin Blue or a supplier;
- iv. failed to comply with these terms and conditions or The Lounge Rules;
- v. been refused carriage on a Virgin Blue flight;
- vi. engaged in or suspected to be engaged in illegal activities whilst within The Lounge;
- vii. engaged in theft of Virgin Blue's or a Lounge Occupant's property; or
- viii. abused or intimidated The Lounge staff or the staff of any of its suppliers.

d. On termination of membership for any reason, all benefits associated with membership of The Lounge will cease. Virgin Blue will not be liable for any loss or damage whatsoever which you or anyone else may suffer as a result of any termination or suspension of your membership.

e. Lounge Membership will automatically terminate on the death of a Lounge Member and the Membership Fee and Joining Fee will be forfeited.

11. Limitation of liability

a. These terms and conditions together with The Lounge Rules and any subsequent amendments made in accordance with these terms set out the entire agreement with you regarding entry to and use of The Lounge.

b. To the extent permitted by law, we are not liable to you for any monetary loss or damage. Without limitation, we are not liable to you for any direct or indirect loss, damage or expense regardless of whether the same arose from negligence, breach of contract or otherwise, and regardless of whether we have any control over circumstances giving rise to the claim or not.

12. General

a. These terms and conditions are governed by and will be construed in accordance with the law in force in the State of Queensland, Australia and you agree to submit to the non-exclusive jurisdiction of courts of that State.

b. If any provision in these terms and conditions is void or unenforceable, that provision shall be read down to the extent necessary to make it valid and enforceable and, to the extent that it cannot be so read down, shall be deemed to be severed from this Agreement.

13. Single Entry Passes

- a. What these conditions do. These conditions ("Online Sale Conditions") govern the way in which you can purchase and use single entry passes to The Lounge on the internet ("Online Pass") from Virgin Blue Airlines Pty Limited ("Us"). These conditions are in addition to The Lounge terms and conditions and associated rules, available at <http://www.virginblue.com.au/Personal/Services/TheLounge/Join/TermsandConditions/index.htm> ("Lounge Conditions"). When you use an Online Pass to visit The Lounge, your access to and use of The Lounge will be governed by the Lounge Conditions, and you will be a Single Entry Visitor for the purposes of the Lounge Conditions.
- b. Velocity membership. To purchase Online Passes, you must be a member of Velocity, the loyalty program of the Virgin Blue group of airlines. If you are not a Velocity member, you can join by visiting <https://www.velocityrewards.com.au/content/signup.html>. Alternatively, you can purchase a Single Entry Pass in person at The Lounge of your choice, on your day of travel.
- c. How to buy. You can purchase Online Passes by logging into www.virginblue.com.au/thelounge/ and paying the Single Entry Fee. Alternatively for Corporate and Industry Members, the Scheme Coordinator may purchase the Online Pass on your behalf by logging onto the Corporate Lounge Management System. We may in our discretion increase, reduce or temporarily discount the Single Entry Fee for all Single Entry Passes or for Online Passes specifically. When you purchase an Online Pass, we will store the pass electronically in your Velocity account.
- d. How to use. You can use Online Passes by showing your Velocity card at The Lounge on the day of your departure. If you do not have your Velocity Card, we may be unable to verify your identity, and you may not be able to use your Online Pass. Usual entry conditions apply - refer to Lounge Conditions for details. When you enter The Lounge, you use your Online Pass, regardless of how long you stay in The Lounge.
- e. Checking pass status. You can check how many unused Online Passes you have by logging into your Velocity account here.
- f. Restrictions
- i. The Lounge is available at selected airports. For a current list of all Lounge locations, please visit www.virginblue.com.au/thelounge/
- ii. Online Passes are valid for 6 months from the date of purchase;
- iii. A maximum of 6 Online Passes can be purchased in any one transaction;
- iv. Online Passes are not refundable, and are not redeemable for cash or other services provided by Virgin Blue Airlines Pty Ltd; and
- v. You cannot transfer Online Passes to other people (for example, to other Velocity Members) but you can use your Online Passes to enable other people (who are travelling with you) to gain access to The Lounge.

14. Corporate Memberships

- a. What these conditions do. These conditions ("Corporate Conditions") govern the way in which your organisation can purchase, use and manage Corporate Memberships to The Lounge on the internet ("Online Corporate Scheme") from Virgin Blue Airlines Pty Limited ("Us"). These conditions are in addition to The Lounge terms and conditions and associated

rules, available at

<http://www.virginblue.com.au/Personal/Services/TheLounge/Join/TermsandConditions/index.htm> ("Lounge Conditions"). When you use an Online Corporate Scheme, your access to and use of The Lounge will be governed by the Lounge Conditions, and you will be a Corporate Member for the purposes of the Lounge Conditions. A Corporate Client must have a signed agreement with Us, and must qualify for Corporate Membership in accordance with the agreement with Us..

b. Velocity membership. To purchase Corporate Memberships, each individual nominated for a Corporate Membership must be a member of Velocity, the loyalty program of the Virgin Blue group of airlines. If the individual nominated for the Corporate Membership is not a Velocity member, the Scheme Coordinator will be responsible for ensuring that the individual nominated joins by visiting

<https://www.velocityrewards.com.au/content/signup.html>.

c. How to buy. Guests belonging to a contracted Corporate scheme can purchase Corporate Membership by accepting their Nomination and logging into

www.virginblue.com.au/thelounge/ and paying the Corporate Membership Fee.

Membership to The Lounge can also be purchased on an individual's behalf by their assigned Scheme Coordinator or Virgin Blue. We may at our discretion increase, reduce or temporarily discount the Corporate Membership Fee for all Corporate Members or for the Online Corporate Scheme specifically. When an annual Corporate Membership is purchased, the membership will be activated electronically under the nominated individual's Velocity account. A Scheme Coordinator may also pre-purchase an Online Single Entry Pass by paying the Single Entry Fee on the Corporate Member's behalf.

d. How to use. Each Corporate Member can use Corporate Membership by showing their Velocity card at The Lounge on the day of your departure. If the Corporate Member does not have their Velocity Card, we may be unable to verify the Corporate Member's identity, and the Corporate Member may not be able to use your Corporate Membership. Usual entry conditions apply - refer to Lounge Conditions for details. When the Corporate Member enters The Lounge, the Corporate Member uses their Corporate Membership, regardless of how long you stay in The Lounge.

e. Restrictions

i. The Lounge is available at selected Australian domestic airports. For a current list of all Lounge locations, please visit www.virginblue.com.au/thelounge/

ii. Corporate Memberships are not refundable, and are not redeemable for cash or other services provided by Virgin Blue Airlines Pty Ltd; and

iii. The Scheme Coordinator can transfer a company paid Corporate Membership to another nominated individual (for example, to another employee who is a Velocity Member) once per year.

iv. Management of the Corporate Memberships is solely the responsibility of the Scheme Coordinator, and Virgin Blue shall not be liable for the Scheme Coordinators failure to advise Virgin Blue of changes to the Corporate Members details.

v. A Scheme Coordinator can nominate an individual for Corporate Membership who is already a Gold Velocity Member, however the Scheme Coordinator cannot purchase a membership as their Gold Velocity status already includes access to The Lounge.

vi. Once Nominated by the Scheme Coordinator, the individual has 30 days to purchase a Lounge Membership within the applicable Scheme before the nomination expires. The Membership Fee and Joining Fee will be communicated to the Individual at the time of nomination.

15. Industry Memberships

a. What these conditions do. These conditions ("Industry Conditions") govern the way in which your travel organisation or association can purchase, use and manage Industry Memberships to The Lounge on the internet ("Online Industry Scheme") from Virgin Blue Airlines Pty Limited ("Us"). These conditions are in addition to The Lounge terms and conditions and associated rules, available at

<http://www.virginblue.com.au/Personal/Services/TheLounge/Join/TermsandConditions/index.htm> ("Lounge Conditions"). When you use an Online Industry Scheme, your access to and use of The Lounge will be governed by the Lounge Conditions, and you will be an Industry Member for the purposes of the Lounge Conditions. A travel organisation or association must have a signed agreement with Us, and must qualify for Industry Membership in accordance with the agreement with Us.

b. Velocity membership. To purchase Industry Memberships, each proposed Industry Member must be a member of Velocity, the loyalty program of the Virgin Blue group of airlines. If the proposed Industry Member is not a Velocity member, the proposed Industry Member must join Velocity prior to their attempt to join The Lounge. If the travel organisation or association has a Scheme Coordinator, the Scheme Coordinator will be responsible for ensuring that the proposed Industry Member joins by visiting <https://www.velocityrewards.com.au/content/signup.html>.

c. How to buy. A travel organisation or association can purchase Industry Memberships by logging into www.virginblue.com.au/thelounge/ and paying the Industry Membership Rate. We may in our discretion increase, reduce or temporarily discount the Industry Membership Rate for all Industry Members or for Online Industry Scheme specifically. When you purchase the Industry Memberships, we will store the membership electronically in the nominated individual's Velocity account. A Scheme Coordinator may also purchase an Online Pass by paying the Single Entry Fee on the Industry Members behalf.

d. How to use. Each Industry Member can use their Industry Membership by showing their Velocity card at The Lounge on the day of your departure. If the Industry Member does not have your Velocity Card, we may be unable to verify the Industry Member's identity, and the Industry Member may not be able to use their Industry Membership. Usual entry conditions apply - refer to Lounge Conditions for details. When the Industry Member enters The Lounge, the Industry Member uses their Industry Membership, regardless of how long they stay in The Lounge.

e. Restrictions

i. The Lounge is available at selected Australian domestic airports. For a current list of all Lounge locations, please visit www.virginblue.com.au/thelounge/

ii. Industry Memberships are not refundable, non-transferable and are not redeemable for cash or other services provided by Virgin Blue Airlines Pty Ltd; and

iii. Management of the Industry Memberships is solely the responsibility of the Scheme

Coordinator and/or Industry Member and Virgin Blue shall not be liable for the Scheme Coordinators or Industry Member's failure to advise Virgin Blue of changes to the Industry Members details.