

Qantas Group Travel Website Terms and Conditions

1. Acceptance

- 1.1 Permission to use the Site is conditional upon you, the Agent, agreeing to these terms and conditions of use ('**Conditions**'). Use of the Site is subject to these Conditions and your use of the Site will constitute acceptance of the Terms.
- 1.2 You will be required to register and apply to Qantas for permission to use the Site and accept these terms and conditions of use.
- 1.3 If Qantas accepts your application to use the Site, Qantas will grant you access to the Site and notify you by email of the success of your application.

2. Definitions

The following definitions are used in these Conditions:

'**Agent**' means the travel agent entity and its Staff whose application for registration to use the Site has been accepted by Qantas.

'**Agency Debit Memo (ADM)**' is used to collect amounts owed to Qantas.

'**Claim**' means the process for transferring extended ownership of a group booking from the Qantas reservation system to the agent's Global Distribution System (GDS).

'**Commitment to Pay**' is a binding non revocable commitment given by the Agent to pay the Deposit Amount or the total cost of the Group Fare (as the case may be), to Qantas.

'**Damages**' means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred by or awarded against a party).

'**Deposit Amount**' is the amount determined by Qantas to hold each seat for the group as specified in the Group Fare Conditions.

'**Documentation**' means any documentation supplied with the Site, including all emails.

'**Group Fare**' means the base fare and is exclusive of Taxes, Fees and Carrier Charges. All Group Fares are quoted as net fares and therefore non-commissionable.

'**Fees**' means the fees set out in the Group Fare Conditions. All fees are net non-commissionable and are non-refundable.

'**Group Fare Conditions**' means the terms and conditions applicable to the relevant group fare notified by Qantas to the Agent when Qantas provides the Agent with a quote.

'**Interline Carrier**' is an airline other than Qantas that may be included in a Qantas group itinerary. For this definition, Qantas is any flight with a Qantas designator (QF) operated by Qantas, Alliance Airlines, QantasLink operated by Eastern Australia, Jetconnect, National Jet Systems or Sunstate Airlines.

'**Minimum Group Size**' for a Qantas Group is either:

- (i) Ten (10) or more passengers travelling on the same flight as determined in the Group Fare Conditions; or
- (ii) Twenty (20) or more passengers travelling to a common destination for a single event or common purpose on a nominated event date. These passengers may travel from separate cities and on separate Qantas flights.

The Minimum Group Size may vary for itineraries containing an Interline Carrier. Contact Qantas for further information.

'**Qantas**' means Qantas Airways Limited (ABN 16 009 661 901) and any subsidiaries of Qantas operating domestically in Australia as 'QantasLink'.

'**Qantas Group Companies**' means Qantas and each of its related bodies corporate (as defined in the *Corporations Act 2001*).

'**Site**' means the Qantas Group Travel website (qantasgrouptravel.com) and associated group travel booking facility which the Agent has been granted access to through the registration process.

'**Staff**' means any officers, employees, contractors, subcontractors and agents of the Agent.

'**Term**' has the meaning given to it in **clause 8.1**.

'**Taxes, Fees and Carrier Charges**' are all taxes, fees, levies and charges that are payable by the purchaser of an airline ticket, including amounts imposed by airports and taxing authorities and airline imposed charges such as fuel, insurance and environmental surcharges, regardless of whether a fare is payable for the ticket.

3. Licence

- 3.1 Qantas grants to the Agent a non-exclusive licence to use the Site, make bookings on the Site and use any Documentation to the extent required to make, service and ticket those bookings ('**Licence**').
- 3.2 The Agent acknowledges that the Licence is not exclusive to it and that others, including the Agent's competitors, may use the Site.
- 3.3 Qantas may suspend the Agent's access to the Site or terminate the Licence immediately if Qantas reasonably believes that the Agent is in breach of these Conditions.

4. Agent's obligations

4.1 The Agent's general obligations.

(a) The Agent must:

- (i) be based in Australia, Canada, China, Hong Kong, Japan, New Zealand, Singapore, United Kingdom or United States of America holding applicable licences and IATA or TIDS membership throughout the Term;
- (ii) notify Qantas immediately if such licence or membership is revoked, cancelled or not renewed;
- (iii) not copy, reproduce, translate, adapt, vary or modify the Site or Documentation without the express written consent of Qantas, except as expressly authorised by these Conditions;
- (iv) ensure all information that is reasonably required by Qantas is supplied to Qantas accurately and immediately notify Qantas of any change to such information;
- (v) ensure its Staff receive adequate training in the use of the Site;
- (vi) not create any hyperlink from the Agent's website to the Site unless the parties have otherwise agreed in writing; and
- (vii) not allow customers of the Agent direct access to the Site. This includes not providing or otherwise making available the Site or Documentation in any form to any person except as expressly authorised by these Conditions.

4.2 The Agent's Site administrative obligations.

(a) The Agent must:

- (i) ensure that only its Staff are authorised to access the Site;
- (ii) ensure that each authorised Staff member is issued with has their own username and password and keeps them confidential;
- (iii) Ensure that Staff who have authorised access to the Site are notified of relevant Documentation, and comply with these Conditions;
- (iv) Ensure that the Agent's details provided on this registration are current and update if they change;
- (v) supervise and control the use of the Site and Documentation in accordance with these Conditions, including taking all steps necessary to ensure that access to the Site is restricted to those Staff who are authorised to access the Site; and
- (vi) update and maintain all registration details including maintaining a list of Staff who have been authorised access and ensuring that Staff who no longer require access have their access cancelled.

5. Making and managing group quotes and bookings

5.1 Qantas will, during the Term, accept group travel bookings made by the Agent provided such bookings are made in accordance with these Conditions and the Group Fare Conditions.

5.2 All group travel bookings must comply with the Minimum Group Size requirements.

5.3 Tickets for group travel bookings made by the Agent using the Site will be issued by Qantas unless the Agent has been authorised to Claim a group booking for ticketing in a GDS and has made a Commitment To Pay.

5.4 Qantas may collect any applicable Fees and charges via ADM. Fees and charges include loss of deposit and cancellation fees.

5.5 The Agent understands that all Group Fares booked on the Site are at net value and are non-commissionable.

6. Liability

6.1 The Agent acknowledges that the Site and Documentation cannot be guaranteed error free and further acknowledges that the existence of any such errors will not constitute a breach of these Conditions.

6.2 Qantas disclaims any implied warranties in relation to the Site except that, if any statute implies terms into these Conditions which cannot be lawfully excluded, such terms will apply to these Conditions, save that the liability of Qantas for breach of any such implied term will be limited, at the option of Qantas, to any one or more of the following:

- (a) in the case of services supplied or offered by us:
 - i. the re-supply of those services; or
 - ii. the payment of the cost of having those services re-supplied; and
- (b) in the case of goods supplied or offered by us:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. the payment of the cost of having the goods replaced; or
 - iv. the payment of the cost of having the goods repaired.
- (c) In relation to any express warranty or condition set out in the Conditions in connection with goods or services supplied or offered by us via the Fairfax Network, our liability to you will be limited to the amount(s) paid by you (if any) in respect of those goods or services.
- (d) In no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages (including loss of profits, revenue, production, goodwill, data or opportunity) of whatever nature howsoever arising in connection with the Fairfax Network.

6.3 Subject to **clauses 6.2 and 6.4**, the liability of Qantas under or in relation to these Conditions (whether the claim is based in contract, tort (including negligence), equity, statute (to the maximum extent permitted by law), or otherwise), is limited to:

- (a) the amount of any loss or Damage suffered by the Agent relating to personal injury or tangible property damage; and
- (b) for all other claims, the amount of any direct loss or damage suffered by the Agent.

- 6.4 Qantas will not be liable under or in relation to these Conditions for any special, indirect, incidental, consequential or economic loss or damage (including loss of profits, revenue, anticipated savings, bargain, opportunity or goodwill) or any loss of or damage to data, whether or not the possibility of those losses or damages being suffered is brought to the attention of Qantas.
- 6.5 The Agent indemnifies and holds harmless Qantas Group Companies and their personnel in respect of all Damages suffered or incurred by any of those indemnified as a result of:
- (a) any breach of these Conditions by the Agent;
 - (b) any actual or alleged infringement of any intellectual property rights by the Agent;
 - (c) any misuse of the Site by the Agent, its Staff (including former Staff), a customer of the Agent or any other person not authorised to access or use the Site (including, without limitation any misuse or unauthorised use of the passwords and logons);
 - (d) unauthorised access or use of the Site by the Agent or its Staff or a customer of the Agent;
 - (e) any misuse or unauthorised use of the customer's or Agent's Credit Card; and
 - (f) use of the Site for any purpose not authorised by Qantas.
- 6.6 The Agent acknowledges that it has exercised its independent judgment in acquiring access to the Site and has not relied on any representation made by a Qantas Group Company or any of its personnel which has not been stated expressly in these Conditions or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by a Qantas Group Company.

7. Intellectual Property Rights

- 7.1 The Agent acknowledges that it does not acquire any intellectual property rights in the Site and Documentation except for those rights expressly set out in these Conditions.
- 7.2 The Agent must not during or any time after the expiry or termination of these Conditions permit any act which infringes the intellectual property rights in the Site and, without limiting the generality of the foregoing, the Agent specifically acknowledges that it may not copy the Site or Documentation except as otherwise expressly authorised by these Conditions.
- 7.3 The Agent must obtain the prior written consent of Qantas to the use of the Qantas name or logo or any other intellectual property of any Qantas Group Company in any material, including without limitation any material on the Agent's website.

8. Term and Termination

- 8.1 The Licence commences upon acceptance by Qantas of the Agent (as detailed above under the heading "Acceptance") and continue until terminated in accordance with these Conditions ("**Term**").
- 8.2 These Conditions may be terminated:
- (a) by either party at any time upon 30 days written notice to the other party; and
 - (b) by Qantas immediately if the Agent:
 - i. fails to pay any amount due to Qantas pursuant to the Group Fare Conditions;
 - ii. is in breach of any of these Conditions;
 - iii. has any applicable licence, IATA or TIDS membership cancelled or revoked, or it otherwise expires or lapses;
 - iv. disposes of the whole or any part of its assets, operations or business other than in the normal course of business;
 - v. ceases to be able to pay its debts as they become due;
 - vi. ceases to carry on business;
 - vii. being a corporation, becomes the subject of insolvency proceedings, or has an administrator, a liquidator or receiver and/or manager or other like person appointed over any of its assets;
 - viii. being a firm or partnership, becomes the subject of an event of bankruptcy or is dissolved; or
 - ix. damages the Site or Documentation.
- 8.3 Upon termination, the Agent must not access the Site and must destroy any remaining copies of the Documentation or otherwise return or dispose of the Documentation in the manner directed by Qantas.
- 8.4 Termination of these Conditions will not affect any rights or remedies that Qantas may have otherwise under these Conditions or at law.

9. Use of Personal Information and Confidential Information

- 9.1 The Agent acknowledges that it does not acquire any ownership of the data entered via the Site.
- 9.2 The Agent must comply with the *Privacy Act 1988 (Cth)*, all other applicable privacy legislation, and similar regulatory bodies, and all reasonable directions of Qantas relating to personal information referred to in **clause 9.3** and Qantas Privacy Policy located at www.Qantas.com.
- 9.3 Agent must ensure that a copy of the following privacy collection notice is made available to all customers before (or, if that is not practicable, as soon as practicable after) the Agent or its Staff collects personal information about an individual in connection with a product or service supplied by Qantas or any other Qantas Group Company.

Qantas Privacy Collection Notice

Qantas collects information about you (including health information where necessary) to provide products and services to you, facilitate your participation in our and other organisations' loyalty programs, ensure the safety and security of all passengers when travelling with us, conduct marketing activities for our and third parties' products and services and conduct market research.

We may collect your personal information from people who make or update your travel booking or otherwise interact with us on your behalf, from our related bodies corporate and Jetstar branded entities, from our service providers and from immigration, customs, border security and other regulatory authorities. Some of the information we collect is required under the *Customs Act 1901* (Cth). If the information is not provided, we may not be able to provide the service requested.

For the reasons described above, we may disclose your personal information to:

- our related companies, other carriers and organisations which provide services to us (such as ground handling and other travel related services, call centre operation, market research and marketing services, and services associated with complaints or security incident investigation);
- your employer if you are travelling for work purposes on a ticket purchased by your employer*; and
- others to comply with our legal obligations, including to various law enforcement agencies, regulatory authorities and governments for security, customs and immigration purposes.

These parties may be located overseas including in the United Kingdom, the United States, Germany and any country which you travel to or through with us or our partner airlines.

Our privacy policy is available at qantas.com and it contains more information about the above and also how you can seek access to, and correction of, your personal information. It also explains how you can complain about a breach of your privacy and how we will deal with your complaint. You can contact us by writing to Qantas Customer Care at 10 Bourke Road, Mascot, NSW, 2020.

*The information disclosed to your employer may include your travel details and any information associated with your travel (such as incident reports).

- 9.4 The Agent must not, directly or indirectly use personal information collected in connection with these Conditions except to the extent necessary to exercise its rights or perform its obligations under these Conditions.
- 9.5 The Agent acknowledges that the information contained in the Site and Documentation is confidential ('**Confidential Information**'). The Agent must take all reasonable steps to safeguard Qantas' rights of ownership and confidentiality of the Site and Documentation.
- 9.6 The Agent must not disclose any Confidential Information to any person unless required by law to do so or with the prior written consent of Qantas.

10. General

- 10.1 Qantas is not be responsible for any delay or failure in performance resulting from anything outside its reasonable control, including without limitation delays or failures caused by third parties.
- 10.2 The Licence or these Conditions may not be dealt with in any way by the Agent (whether by novation, assignment, sub-licensing or otherwise) without Qantas' prior written consent.
- 10.3 Failure or neglect by either party to enforce at any time any of the provisions of these Conditions will not be construed or deemed to be a waiver of that party's rights under these Conditions.
- 10.4 Nothing in these Conditions gives rise to any relationship of joint venture, partnership or employer and employee between any Qantas Group Company and the Agent or between a Qantas Group Company and any Staff of the Agent.
- 10.5 The carriage of passengers, baggage and cargo by air is subject to the Conditions of Carriage and regulations of the relevant carrier. A copy of the Qantas Conditions of Carriage is available on Qantas.com.
- 10.6 Qantas may make changes to the Site, including the Conditions, without notice to you. The updated Conditions will be placed on the Site.
- 10.7 These Conditions are governed by and construed according to the law of the State of New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the courts of that State.
- 10.8 A party notifying or giving notice under these Conditions must give notice in writing and sent to the e-mail or postal address of the other party as notified by the other party from time to time. The Agent's address for notices will be as stated on the registration form unless otherwise notified. Such a notice is received if left at the recipient's address, on the date of delivery, if sent by prepaid post, three days after the date of posting or if sent by e-mail, immediately provided there is no error in transmission.
- 10.9 These Conditions:
 - (a) constitute the entire agreement between the parties as to its subject matter; and
 - (b) in relation to that subject matter, supersede any prior understanding or agreement between the parties.