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# Conditions of Carriage

These Conditions set out the basis on which we provide our services to you and, among other things, seek to make you aware of the unpredictable nature of air travel and the rights you have as a consumer. We recommend you read these Conditions carefully.

## 1. Terms used in this Contract of Carriage

In these Conditions (where not inconsistent with the context):

**"Airline Designator Code"** means the two or three letter or number code issued by IATA to each airline to identify that airline and its flights. For example, Virgin Australia's Airline Designator Code is "VA";

**"Authorised Agent"** means a duly licensed passenger sales agent who is authorised by Virgin Australia to represent Virgin Australia and sell Virgin Australia Services;

**"Australian Consumer Law"** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**"Australian Domestic Travel"** means carriage wholly within Australia which is not part of International Travel;

**"Baggage"** includes Checked Baggage and Carry-on Baggage;

**"Baggage Allowance"** means the allowance for your baggage, as set out in the Fare Rules and administered in accordance with paragraph 8 of these Conditions and the Policies;

**"Baggage Fee"** means any fee specified in the Fare Rules as payable by you for us to carry Checked Baggage;

**"Booking"** means the booking request made by you or on your behalf, and accepted by us for travel on a Virgin Australia flight, the Itinerary, the boarding pass, the Ticket, the baggage check, and/or any other document or message from us relating to the contract for carriage concerning your travel;

**"Carry-on Baggage"** means baggage, personal effects or other articles (not being Checked Baggage) which accompanies you in the aircraft cabin during the provision of transport and services the subject of the Booking;

**"Checked Baggage"** means baggage, personal effects or other articles registered with us as baggage intended to be carried in the aircraft hold during the provision of transport and services the subject of the Booking and for which a bag tag number is issued by us;

**"Codeshare Partner"** means an airline with whom we have an agreement to operate Codeshare Services;

**"Codeshare Service"** means a service which has a "VA" flight number but which is not operated by an airline in the Virgin Australia Group;

**"Conditions"** means these Conditions of Carriage;

**"Convention"** means (as applicable): the Convention for the Unification of Certain Rules Relating to International Carriage by Air (1929) ("Warsaw Convention"); the Warsaw Convention as amended at The Hague (1955); the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); the Guadalajara Convention (1961); and the Montreal Convention (1999) ("Montreal Convention");

**"Customer Service Plan"** means our [customer service plan](#) for passengers travelling from the USA, as amended from time to time and published on our Website;

**"Destination"** means the last destination shown on your Itinerary. When not capitalised, destination refers to a generic point of arrival;

**"Domestic"** means flights operated by Virgin Australia Airlines or Virgin Australia Regional Airlines within Australia;

**"Domestic Travel"** means travel entirely within one country and includes Australian Domestic Flights;

**"Electronic Coupon"** means an electronic flight coupon or other value document in electronic record form held in our database;

**"Electronic Ticket"** means a Ticket issued electronically, and comprises Electronic Coupons;

**"Event Beyond Our Control"** includes events such as severe or inclement weather, strikes, security alerts or other events that may affect our ability to provide air transport as planned;

**"Events Within Our Control"** includes events such as aircraft maintenance or crewing shortages, or other events within our reasonable control that may affect our ability to provide air transport as planned;

**"Fare"** means the applicable fare set by Virgin Australia for travel contemplated in a Booking (at the time of payment for the Booking), along with applicable fees and surcharges, and any taxes imposed by governments on the travel to which the Booking relates;

**"Fare Rules"** means those additional terms and conditions attaching to the transport and services the subject of the Booking (of which you are notified at the time of booking and which are available on our Website);

**"Flight Coupon"** means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried;

**"Guest"** means a person who has purchased a Fare and who travels with Virgin Australia;

**"Guest Compensation Policy"** means our [compensation policy](#) as amended from time to time and published on our Website. The Guest Compensation Policy applies to all passengers other than passengers travelling from the USA;

**"Guest Contact Centre"** means our Booking and Guest services call centre. Telephone numbers for the Guest Contact Centre are published on our Website;

**"IATA"** means the International Air Transport Association;

**"International Long Haul"** means flights operated by Virgin Australia International;

**"International Short Haul"** means flights operated or marketed by Virgin Australia International or Virgin Australia (SE Asia);

**"International Travel"** means international carriage as defined in the Convention and includes any Australian Domestic Flight which forms part of an international trip;

**"Itinerary"** means the document we or our Authorised Agents provide to you which details your flights with Virgin Australia;

**"Laws"** means the laws of any nation which apply to your travel with Virgin Australia;

**"Loss"** means any loss, damage, cost or expense, including consequential or indirect loss, loss of savings, business opportunities, revenue, profit and/or damage to goodwill;

**"Medical Clearance Form"** means the form we require you to complete if you fall within any of the applicable categories of persons set out in the Medical Clearance Guidelines;

**"Medical Clearance Guidelines"** means the guidelines which apply to Guests travelling on Virgin Australia flights who have an illness or a medical condition and which are published on our Website;

**"Paper Ticket"** means a Ticket printed on authorised ticketing paper, and includes Flight Coupons;

**"Piece Limit"** means the piece limit for your Checked Baggage, which is determined by your fare type and frequent flyer status and is specified in the Fare Rules and on our Website;

**"Policies"** means Virgin Australia's policies in relation to various aspects of travel, including Baggage, Dangerous Goods, the Medical Clearance Guidelines, Customer Service Plan, [Guest Compensation Policy](#) and policies regarding the carriage of Guests requiring special assistance. Policies are published on our Website;

**"Privacy Policy"** means Virgin Australia's privacy policy as published on our Website and amended by us from time to time;

**"SDR"** means a Special Drawing Right of the International Monetary Fund;

**"Tariff"** means the published fares, charges and/or related Conditions of Carriage of an airline filed with the governments of Canada and the United States of America;

**"Tarmac Delay Plan"** means a contingency plan created by a carrier to manage a delay to a flight, where the carrier is required by Law to have a plan;

**"Ticket"** means a document which validly entitles you travel on flights operated or marketed by Virgin Australia International, being either an Electronic Ticket or a Paper Ticket;

**"Ticketing Time Limit"** means the time limit set by Virgin Australia within which you must pay the Fare for a Booking;

**"us, we, our, the airline, Virgin Australia"** means Virgin Australia Airlines Pty Ltd ("Virgin Australia Airlines"), Virgin Australia Airlines (SE Asia) Pty Ltd ("Virgin Australia (SE Asia)"), Virgin Australia International Airlines Pty Ltd ("Virgin Australia International") or Virgin Australia Regional Airlines Pty Ltd ("Virgin Australia Regional Airlines") or any other carrier that accepts the Booking and all carriers that provide transport and services the subject of the Booking to you and any of that carrier's agents, servants, representatives, contractors, subsidiaries or related bodies corporate. Where it has been necessary to distinguish between the individual carriers in these Conditions, reference will be made to that individual carrier by name;

**"Website"** means [www.virginaustralia.com](http://www.virginaustralia.com);

**"Weight Limit"** means the weight limit for Checked Baggage determined by the type of fare purchased by you when making a Booking. The weight limit and the terms and conditions that apply for receiving the benefit of the weight limit are specified in the Fare Rules and on our Website;

**"you, your"** means you, a passenger who is specified as receiving transport and other services from us in the Booking and any infant carried with you without a separate Booking.

## 2. Conditions Apply Subject to Overriding Laws

**2.1** The Booking and the contract for carriage between us and you is subject to these Conditions and any applicable Convention or Law. These Conditions apply except to the extent of any inconsistencies with any applicable Convention or Law, in which event such convention or laws will prevail to the extent of the inconsistency.

**2.2** If any provision of these Conditions is void, illegal, invalid or unenforceable, the Conditions will be read down to the extent necessary to ensure they are not void, illegal, invalid or unenforceable.

**2.3** These Conditions also apply to our employees, agents and representatives, all other carriers used by us to carry you and those carriers' employees, agents and representatives.

**2.4** You have certain rights under the Australian Consumer Law. These include consumer guarantees that the services we provide to you will be carried out by us with due care and skill, will be fit for a particular purpose and will be supplied

within a reasonable time. Where we fail to provide services to you in accordance with these consumer guarantees or otherwise in accordance with these Conditions of Carriage or your Fare Rules, then you may have a right to seek a remedy from us in accordance with our Policies and any applicable Law, including the Australian Consumer Law.

**2.5** Our Policies set out the assistance and compensation we will provide to you in the event of certain flight disruptions or cancellations. You may also have additional rights to compensation under the Australian Consumer Law or other applicable Laws.

**2.6** These Conditions do not exclude or limit the consumer guarantees or any other statutory rights that you may have under applicable Laws that cannot be excluded or limited (including the Australian Consumer Law and the Civil Aviation (Carriers' Liability) Act 1959 (Cth)).

**2.7** You must comply with all applicable Laws, regulations, orders and notifications in force relating to air transport and all conditions and instructions issued by us.

### 3. Operation of Conditions

**3.1** These Conditions will apply to your travel on flights operated or marketed by us (flights operated under the "VA" Airline Designator Code), to the extent they are applicable to your journey.

**3.2** These Conditions do not apply to any non-air transportation or other services we arrange for you (for example, bus transfers or hotel accommodation). We arrange these services for you as your agent and your contract is with the provider of the transportation or services.

**3.3 Variation and Waiver.** No employee, contractor, Authorised Agent or other person is authorised to vary these Conditions. However, our duly authorised employees and contractors may in certain circumstances waive Fare Rules or amounts payable. A waiver on one occasion does not constitute a waiver on any other occasion.

**3.4 Transferability.** Unless you are permitted to do so by the applicable Fare Rules, you may not transfer the Booking or the benefit of the contract for carriage. We reserve the right to refuse a person carriage unless valid, satisfactory proof of identity (eg. passport, current drivers licence) in the same name as the Booking and, in the case of minors, satisfactory proof of age (eg birth certificate), is produced at check in or presented to our staff at the airport if you are asked to do so. Infants not requiring their own seat may be refused carriage or required to purchase a seat if satisfactory proof of age (under 2 years) is not provided.

#### 3.5 Validity and Refunds

(a) A Booking is valid only for provision of the transport and services in respect of which it is accepted by us. Subject to paragraph 7.2(d), 12.5 and 12.6 of these Conditions, our Policies, and to the extent permitted by Laws and subject to your rights under the Australian Consumer Law, no payment accepted by us in respect of a Booking is refundable unless specified otherwise in the [Fare Rules](#).

(b) You may change Booking details, subject to the Fare Rules. If you fail to travel on the scheduled services specified in the Booking, the Booking may, subject to the Fare Rules and other Laws, lapse, become valueless and not be substitutable for other services.

### 4. Marketing and Promotional Material

You consent to receive electronic messages and marketing communications from us containing marketing and promotional material, and subject to any applicable Law, agree that we do not need to include an "unsubscribe" facility in any electronic message sent to you for the purposes of the Spam Act 2003 (Cth).

Virgin Australia may contact you by text message, email or other digital service (such as through our applications that you install on your device such as a mobile or iPad), phone or post to let you know about our flight specials and promotions, any new or existing products or services, and those of our related companies and partners, that may be of interest to you pre and post flight. You will receive these communications even if you have not subscribed to V-Mail Sales Alerts. You can read more about our marketing practices in our [Privacy Policy](#), including how to manage your marketing communications preferences.

The consent contained in this paragraph 4 may not apply if you are a European resident.

### 5. Codeshare Services

**5.1** We will notify you if a service is a Codeshare Service (for example, by saying "Operated by Etihad Airways" on our website or on your Itinerary).

**5.2** These Conditions apply to Codeshare Services. The operating carrier of each Codeshare Service is our agent for the purpose of exercising our rights under these Conditions if it is not possible for us to exercise its rights directly.

**5.3** Codeshare Services are operated by different carriers and different types of aircraft (for example, single-aisle jets). Accordingly, services and facilities offered by us on our own aircraft (such as cabin classes, in-flight entertainment and services for passengers with special needs) may not be available on all Codeshare Services. In addition, different or additional rules may apply to Baggage on Codeshare Services. You should refer to the operating carrier's website, our Website or our Guest Contact Centre for further information.

**5.4** The carrier operating a Codeshare Service arriving into or departing from the United States shall apply its Tarmac Delay Plan in any circumstances where it becomes necessary to do so.

### 6. Interline Services/Other Carriers

**6.1** At times you may also travel on services which we sell but which are operated by other carriers under those carriers' flight numbers and Airline Designator Codes. If we issue you an Itinerary or a Ticket for carriage on another carrier's flight and Airline Designator Code, we do so only as agent for that carrier, and that carrier's conditions of carriage will apply. The operator's conditions of carriage may significantly limit or exclude liability. You should refer to the operating carrier's website for further information.

### 7. Bookings, Seat Allocation and Tickets

#### 7.1 General

- (a) Bookings can be made directly with Virgin Australia, through our Website or via the Guest Contact Centre, or by an Authorised Agent.
- (b) If you make a Booking through an Authorised Agent, you must contact the Authorised Agent to make changes to that Booking.
- (c) A Booking is confirmed only when recorded and accepted by us.
- (d) An open-dated ticket is not a Booking.
- (e) **Travel insurance:** Air travel is inherently uncertain. The safety of our passengers and crew is our number one priority. Sometimes we will need to delay or cancel your flight due to reasons such as natural disasters, bad weather, technical and other reasons. If you are travelling for a particular purpose, you should carefully consider your travel plans and ensure you allow plenty of extra time when booking in case of disruptions. Travel may involve many risks to a passenger's health and safety and possible exposure to liability. Subject to applicable Laws, our liability to passengers is limited as set out in these Conditions. We strongly recommend you purchase insurance to cover yourself in such circumstances including to cover any losses you might incur if for any reason you are unable to travel on your planned travel date.
- (f) **Taxes and Charges.** You are responsible for applicable taxes or charges imposed by government, other authority or by the operator of an airport that are in effect on the date of travel
- (g) Unless your Itinerary, Ticket Fare Rules or applicable Tariffs state otherwise, the following rules apply to the validity of your Ticket:
- i. A Ticket is valid for one year from the date of commencement of travel, or if the Ticket is not used, one year from the date of the issue of the Ticket;
  - ii. We may, in our absolute discretion extend the validity of your Ticket if your travel is disrupted by an Event Beyond Our Control.

## 7.2 Fare Rules

- (a) Any changes to your Ticket, Coupons or Itinerary must be made by us or an Authorised Agent, and must be in accordance with the Fare Rules (see (d) below).
- (b) **Fares.** Fares are set in our absolute discretion, and provide the inclusions and exclusions set out in detail in the Fare Rules. In general, Fares cover the transport of you and your Baggage Allowance from the origin specified in by your Booking to the destination specified in your Booking. The Fares do not cover your transport to or from the airport or between airports or other places.
- (c) **Which Fare Applies?** We will calculate your exact Fare when you pay for your Booking. We reserve the right to change Fares (for example, by changing taxes or surcharges) before you pay for your Booking.
- (d) **Fare Rules.** We have various Fare Rules which apply to our Fares, which influence the price and the flexibility of the relevant Fares. The Fare Rules are set out on our Website and will be provided to you at the time you make your Booking. The Fare Rules include information about the flexibility of your fare and will state how restrictive your Fare is, whether or not the Fare can be changed and whether or not the Fare is refundable in circumstances other than when you may be entitled to a refund under the Australian Consumer Law. You should carefully consider the Fare Rules, your requirements and your insurance cover before you pay for your Booking.

## 7.3 Booking and Seat Allocation

- (a) Once you have a Booking, you will also have to pay the Fare for the Booking within the Ticketing Time Limit. If you do not pay for your Booking by the Ticketing Time Limit, Virgin Australia may cancel your Booking. If you pay for your Booking within the Ticketing Time Limit, you will be issued with a Ticket by Virgin Australia or your Authorised Agent.
- (b) If you do not use your Booking, depending on the Fare Rules which apply to your Booking, we may require you to pay a reasonable service charge in relation to your Booking, and may also cancel any onward or return Bookings.
- (c) Some Virgin Australia Fare classes and cabin classes may allow you to request a preferred seat and/or cabin area. You may also have requested to be placed in a certain seat and/or cabin area during the booking process, through an agent or through the Guest Contact Centre. We will endeavour to accommodate your seat request. However, we do not guarantee you any particular seat, even if you have nominated a seating preference or if you have paid to be seated in a particular seat. We may change your seat at any time, even after you have boarded the aircraft for any reason, including for safety or operational reasons. If you have paid for a seating preference and we do not provide you with your nominated seat, we will refund you the amount you paid to select your seat.

## 7.4 Tickets, Fares and Tariffs

- (a) **Issuing a Ticket.** If you have a Booking and you pay for it within the Ticketing Time Limit, either we or an Authorised Agent will issue you with a Ticket. A Ticket may also be issued by another airline, but with Flight Coupons or Electronic Coupons which entitle you to travel on Virgin Australia services. A Ticket can be an Electronic Ticket or a Paper Ticket.
- (b) **Importance of Ticket.** If you are issued with a Paper Ticket by another airline, it should be safeguarded. If your ticket was issued by another airline, it remains the property of that airline.
- (c) **Rules About Tickets.** Tickets are not transferable, and you must not sell or transfer them to anyone else. We will not honour a Ticket which has been transferred or sold, or Tickets which are used by a person other than the person to whom the ticket was issued. If you are issued with a Paper Ticket, you will not be entitled to be carried if your Ticket is mutilated or if it has been altered otherwise than by us or an Authorised Agent. If you have been issued with an Electronic Ticket, you will not be entitled to be carried on a flight unless you provide positive valid, satisfactory identification and a valid Electronic Ticket has been duly issued in the same name.
- (d) **Tickets used in coupon sequence.** You must use the Flight Coupons or Electronic Coupons in your Ticket in the sequence they appear on your Ticket, and you must commence your journey with the first coupon. If you do not, your Ticket may be invalid, and we reserve the right to refuse to carry you, and to cancel the Ticket.
- (e) **Booking details.** Your Ticket and travel itinerary will contain details of your reservation with us. These details include your reservation code /ticket number which can be used to access and change your booking. If you are a Velocity Frequent Flyer member, you may access your flight booking by quoting your Velocity PIN. It is your responsibility to keep your reservation code /ticket number and Velocity PIN secure and not disclose this information

to third parties. We are not liable for any loss you may suffer as a result of you disclosing your booking details or Velocity PIN.

#### 7.5 Twenty-four hour reservation requirement - travel to or from the USA

If you are travelling to or from the USA and book a fare seven (7) days or more prior to your flight's scheduled departure time, you may cancel your booking without penalty within 24 hours of making it, or hold a reservation at the quoted fare for 24 hours without payment. You can arrange this by calling our Guest Contact Centre on 136 789 (or 1855 253 8021 if calling from the USA).

## 8. Before Your Flight

### 8.1 Your Health

(a) You should be aware of health and safety issues which are relevant to you, and advise us about any health issues which affect your safety or the health and safety of others at the time you make your booking. You should consult your doctor and then notify your Authorised Agent or our Guest Contact Centre.

(b) **Risks Inherent to Being Seated for Extended Periods of Time.** Sitting for extended periods of time may be a risk factor for some people forming blood clots in the legs, known as Deep Vein Thrombosis (DVT). You should discuss with your doctor whether you are at risk of suffering DVT, and if so, what preventative measures you should take.

(c) **Medical Clearance.** If you have a medical condition that falls within our Medical Clearance Guidelines, we may require you to provide a Medical Clearance Form signed by a qualified medical practitioner. If you do not provide a Medical Clearance Form satisfactory to us, we may refuse to carry you on our flights. Our Medical Clearance Guidelines and the Medical Clearance form is available on our Website. We may amend the Medical Clearance Guidelines at any time without notice to you.

(d) **Privacy of your health information.** We will handle any health information you provide to us under this clause 8.1 or clause 10.1 (Special Assistance) in accordance with our Privacy Policy.

### 8.2 Passports, Visas and Authorisations – International Travel

(a) It is your responsibility to comply with all Laws, regulations and orders of your chosen destinations. You should consult with the government which issued your passport, and consider the following:

- i. You must have a valid passport. If your passport expires in 12 months or less, you should check whether this is sufficient for your chosen destinations and time away;
- ii. Check with the government which issued your passport, and the consulates of your chosen destinations, to see whether you need a visa or other travel document, or other information such as vaccination records; and
- iii. Find out about any dangers to your health and safety at your chosen destinations.

(b) The items set out in paragraph 8.2(a) are given as a guide only. It is your responsibility to ensure that you have all required authorisations and documentation for your travel. Any assistance which we may provide you in this area does not release you from your obligation.

(c) You should check relevant government websites to find out about any dangers and risks to your health and safety at your chosen destination. You can do this by checking with government agencies like the Australian Department of Foreign Affairs and Trade, the US Bureau of Consular Affairs, the UK Home and Foreign Offices or the New Zealand Ministry of Foreign Affairs and Trade.

## 9. Baggage

### 9.1 Carry-on Baggage

(a) You are entitled to carry on board a limited amount of baggage, provided that it complies with our requirements and these Conditions. The current allowances for Carry-on Baggage are set out on our Website and may change. If any Carry-on Baggage exceeds the limits set out on our Website, we may direct such baggage be stowed in the aircraft hold and in this event we will treat the Carry-on Baggage as Checked Baggage and may charge a Baggage Fee if applicable. Carry-on Baggage allowances do not apply to an infant not occupying an aircraft seat.

(b) You may carry crutches or other prosthetic devices in the cabin if you are dependent upon their use in respect of the journey being undertaken.

(c) **Special items.** We may accept larger items (such as musical instruments) which would normally not be suitable as Carry-on Baggage, if you make prior arrangements with us. Virgin Australia reserves the right to charge a reasonable additional fee for the carriage of the item as Carry-on Baggage.

### 9.2. Checked Baggage

(a) **Domestic and International.** You are entitled to carry up to the designated Weight Limit and Piece Limit of Checked Baggage free of charge. Your Baggage allowance will depend on your Fare and the Fare Rules. The current allowances for Checked Baggage are set out on our Website and may change.

(b) **Excess Baggage and Oversized Baggage.** We may accept Checked Baggage that exceeds the designated Weight Limit and Piece Limit at our absolute discretion and upon payment by you of the applicable excess baggage charge (at the rates specified on our Website, which are subject to change at any time without notice) prior to carriage. Additionally, if your Baggage exceeds certain size and weight limitations, it must be sent as freight. Please see our Website or contact the Guest Contact Centre for further information.

(c) We will use all reasonable endeavours to ensure carriage of your Baggage, including Checked Baggage, on the same flight as you. However, in some circumstances, aircraft operational limitations (for example, aircraft weight restrictions caused by unusually strong headwinds or very hot weather) may mean we are unable to carry your baggage on the same flight as you. If this occurs, we will carry your baggage on the next available flight.

(d) Infant equipment, including prams/strollers, capsules, portable cots and car seats will be carried in accordance with our Policies set out on our Website and will be stowed in the aircraft hold during the flight.

(e) **Carriage of Mobility Aids:**

i. **For flights to and from the US only.** We provide priority stowage onboard the aircraft for one collapsible manual wheelchair or other assistive devices (such as canes, crutches and walkers). Wheelchairs and other assistive devices carried onboard do not count as Carry-on Baggage. Mobility aids and wheelchairs that cannot be accommodated in priority cabin stowage will be stowed in the aircraft hold as Checked Baggage during the flight and carried free of charge.

ii. **All other flights.** Subject to complying with the dimension and weight restrictions published on our Website, mobility aids and wheelchairs which you may reasonably need to use in respect of the journey being undertaken will be stowed in the aircraft hold as Checked Baggage during the flight and carried free of charge.

(f) You must not take or permit to be taken onto the aircraft or as Checked Baggage any dangerous goods or potentially dangerous goods including: Compressed gases (eg refrigerants, gases such as butane, aqualung cylinders, liquid nitrogen, oxygen); Infectious substances (eg live virus cultures, bacterial strains); Corrosive substances (eg acids, alkalines, mercury, wet cell batteries); Flammable liquids or solids (eg fuel of any kind, matches (except safety matches), paints, thinners); Explosives (eg firearms, ammunitions, fireworks, flares) except as permitted in accordance with our Policies set out on our website; Radioactive and magnetised materials; Oxidising materials (eg bleach, peroxide); Poisons (eg weedkillers, insecticides); Dead animal matter; Live animals (except as permitted in paragraph 9.4); Weapons of any type (eg knives, box cutters, any item confiscated by airport security) except as permitted in accordance with our Policies set out on our website; or items the carriage of which is prohibited by the applicable Laws, regulations or orders of any country to be flown from, to or over. We are entitled to destroy, abandon, withhold or retain such goods (without any liability to you) and produce them as evidence in any proceedings or inquiry as we consider appropriate.

(g) You must never include in your Checked Baggage any money or similar items like negotiable instruments, valuable items like jewellery, identification papers like passports, important original documents, or other valuable items. Subject to applicable Laws (including the Australian Consumer Law) and the Conventions, we will not be responsible for Loss of or damage to such items, whether you take them as Checked Baggage or Carry-on Baggage.

(h) **Checked Baggage Receipt.** You may be given a Checked Baggage receipt when you check in your baggage. You must retain this receipt to assist you with claiming Checked Baggage at your destination or to make a claim for any applicable compensation if your Checked Baggage is lost or damaged.

(i) **Identification of Baggage.** You must ensure that all of your Checked Baggage is marked with your name and address, or some other form of unique identification which will allow us to confirm that the Checked Baggage belongs to you.

(j) **Sporting Goods.** We may classify sporting goods in a different manner from other Checked Baggage. Our Policy for carriage of sporting goods is set out on our Website or you may contact our Guest Contact Centre for more information.

### 9.3 All Travel

(a) **Right to Refuse Carriage.** We may refuse to carry your Baggage (or refuse to continue to carry your Baggage, if a problem is detected after you first check in):

- i. if it does not meet the requirements set out in these Conditions or the Policies;
- ii. if it is not securely packed in suitable materials;
- iii. if it may cause discomfort or inconvenience to other Guests (for example, because of any odour it emits); or
- iv. for safety or operational reasons.

(b) **Right to Search.** In addition to any searches required by Law, we reserve the right to search your Baggage at any time for example, to ensure that it meets our requirements for carriage of Baggage, including any requirements set out in the Policies or to verify ownership or contents of Baggage. We may refuse to carry you or your Baggage if you refuse to consent to a search. Your Checked Baggage may be searched in your absence.

(c) You must remove all Carry-on Baggage from the aircraft upon disembarking and collect your Checked Baggage as soon as it is made available for collection. We will dispose of any Baggage not removed from the aircraft or not collected by you (without any liability to you) if it is not claimed within 30 days after the flight. Subject to applicable Laws, we are not liable for any Loss suffered by you if you have failed to remove all Carry-on Baggage from the aircraft upon disembarkation.

(d) You must never include in your Baggage:

- i. items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations, and in our regulations. Please contact our Guest Contact Centre for further information;
- ii. items which are prohibited by Law;
- iii. items which we in our reasonable discretion refuse to take;
- iv. any item we have listed as a prohibited item in these Conditions.

### 9.4 Animals

(a) **Australian Domestic Travel:** At our sole discretion (acting as agent for our freight company) and provided you have contacted us a reasonable time prior to the date of travel to make arrangements, a maximum of 2 animals per passenger may be transported as freight, subject to space availability, any special conditions imposed by us (or our freight company) and payment of the applicable charge. All such animals must be secured in an appropriate animal travel container. Animals accepted by us on behalf of our freight company are not considered part of your Checked Baggage and to the extent permitted by Law, we are not liable for such animals under paragraph 19.1. Carriage of animals will be in accordance with the Policies set out on our Website and will be subject to operational requirements.

(b) **All Travel:** Service assist dogs accompanying you if you are sight or hearing impaired may be carried free of charge in addition to the Carry-on Baggage allowance, subject to any conditions specified by us including policies listed on our Website. International Travel passengers must bring all the dog's health and vaccination certificates, entry permits and all other documents required by any applicable Laws, regulations or orders of any country to be flown

from, to or over. To the extent permitted by law, we will not be liable for injury to or loss, illness, disability or death of any service assist dog, or in the event that it is refused entry into, or passage through any country, state or territory.

## 10. Guests who Require Special Assistance or Special Meals

### 10.1 Special Assistance

If you require special assistance (for example, due to illness, incapacitation, limited mobility, or travelling as an unaccompanied minor) beyond that which we are required to provide by applicable Law, we will carry you provided that:

- (a) you have fully informed us of any special requirements at the time of making a Booking;
- (b) you have complied with any reasonable requests we may have (including complying with our Policies); and
- (c) we (and the operator of any relevant Codeshare Services) have agreed to provide the special assistance.

### 10.2 Special Meals – International Long Haul Only

If you request a special meal when you make your Booking, we will try to ensure it is available on your selected flight. However, we will not be liable to you for any Loss, expense, or other damage should we, for any reason, be unable to provide your requested special meal.

## 11. Check-in

### 11.1 Domestic and International Short Haul

- (a) Unless otherwise stated in your Itinerary, you must check in for International Travel (including domestic legs of an international flight) at least 90 minutes prior to the scheduled departure time or as otherwise set out in your Itinerary and for Domestic Travel, at least 30 minutes prior to the scheduled departure time.
- (b) You must check in to board the flight at our check-in facility serving the place of departure. You will be advised of the check-in time for your flights in your Itinerary and/or by your Authorised Agent. However, flight times may change, and different airports may have different check-in deadlines, so you must also make sure you are aware of the check-in deadline for all of the flights shown on your Ticket.
- (c) If you are travelling domestically within Australia, you may check in on-line at [www.virginaustralia.com](http://www.virginaustralia.com), but must arrive at the airport at least 30 minutes prior to the scheduled departure time. Subject to the Fare Rules applicable to your Booking, if you fail to arrive at the airport and/or check in by the time specified, the fare and any Baggage Fee paid may be forfeited and we may cancel or re-allocate the Booking.

### 11.2 International Long Haul

- (a) You must check in to board the flight at our check-in facility serving the place of departure. You will be advised of the check-in time for your flights in your Itinerary and/or by your Authorised Agent. However, flight times may change, and different airports may have different check-in deadlines, so you must also make sure you are aware of the check-in deadline for all of the flights shown on your Ticket.
- (b) You must arrive at the airport early enough to allow you to complete check-in procedures before the check-in deadline and you must bring with you a valid passport, your Paper Ticket (or your Itinerary if you have been issued with an Electronic Ticket), and all necessary travel documentation for your Destination and your stopovers.

### 11.3 All Travel

- (a) You must bring with you all travel documentation necessary for us to accept you on your flight, including a valid passport (if travelling on an International Flight) or other valid and satisfactory identification, and all necessary travel documentation for your Destination and your Stopovers. You must present all of these documents to our staff at the airport if you are asked to do so.
- (b) You must keep any material we give you at check-in (such as a boarding pass and a baggage check document) until you complete your travel with us and you must permit us to make copies of them for security and procedural requirements, and as required by any Laws.
- (c) Arriving at the boarding gate. You must complete all departure formalities (such as clearing Immigration) in time to arrive at the boarding gate no later than the time specified to you at check-in and displayed on the flight information displays at the airport.
- (d) If you are late or you do not comply with the check-in procedures set out in these Conditions, we reserve the right to cancel your Booking, refuse to carry you, and to charge you a reasonable service fee, subject to the Fare Rules applicable to your Booking.

## 12. Schedule Changes and Disruptions

**12.1** We will use all reasonable endeavours to provide to you the mode of transport or services the subject of the Booking but, in circumstances beyond our control, we may without notice substitute other means of transport or service. These Conditions apply to any such substituted transport or services and, subject to your rights under the Australian Consumer Law and other applicable Laws referred to in paragraph 2.4, we will not be liable for any Loss you may incur as a result of any such substitution. We operate a number of different aircraft types with unique equipment, interior layout and service offerings and do not guarantee that you will travel on a particular aircraft type or will be able to utilise in-flight entertainment systems.

**12.2** There may be health and safety, security, weather, operational (for example, airport closures or low fuel due to airport congestion), mechanical or other reasons that may mean it is necessary or we reasonably believe it is necessary for your flight to land at a destination other than that specified in the Booking. If this occurs, we will make all reasonable endeavours to take you to the specified destination but subject to applicable Laws including the Australian Consumer Law, we do not have any obligation to you in relation to the time this will take, nor the means of transport that will be used.

**12.3** It is very important to note that because air travel is inherently uncertain, scheduled flight times are estimated times only. When you make a Booking, we or an Authorised Agent will tell you the scheduled time of your flights. We do not guarantee flight times or schedules, and they do not form part of your contract of carriage with us. The scheduled times will also be noted on your Itinerary and may be noted on your Ticket. If we change the time of your flight, where practicable, we will make reasonable attempts to contact you or your Authorised Agent, using the contact details you have provided us. However, we are not able to guarantee we will contact you, and so you should check prior to your flight to

make sure your flight times have not changed.

**12.4** We will try to ensure that you and your Baggage depart and arrive as close as possible to the scheduled times. However, we do not guarantee that you or your Baggage will depart and arrive at the scheduled times.

**12.5** As air travel is inherently uncertain, we may need to cancel or delay and reschedule flights or services due to reasons including (but not limited to) industrial action, landing restrictions, airport loading restrictions, unsuitable weather conditions, technical problems, operational reasons, or any event beyond our reasonable control. Scheduled flight times are not guaranteed. We are not liable for any Loss which you may incur as a result of any such delayed or rescheduled flight or service, except as provided for under the Australian Consumer Law, other applicable Laws or Conventions or in accordance with our Policies.

**12.6 Denied Boarding**

If as a result of over-booking we are unable to provide you with previously confirmed space on any flight, you may be entitled to compensation in accordance with our Policies and/or under the Australian Consumer Law.

## 13. Connecting Flights

**13.1** We may offer two or more flight sectors for sale as a scheduled connection ("**Connecting Flight**"). Subject to paragraph 11.1, in the event that a Connecting Flight fails to connect, we will use reasonable measures to enable you to travel on our next available flight to the destination at which you were due to arrive on the Connecting Flight. However, subject to the Australian Consumer Law, we do not provide any guarantee whatsoever that any two or more single sector flights (which are not offered for sale as Connecting Flights) will connect (even though you may book such single sector flights with the intention of those flights connecting).

**13.2** Subject to these Conditions, your rights under the Australian Consumer Law and any other applicable Laws, we are not liable for or in connection with any Loss which you may incur as a result of any such single sector Booked flights failing to connect.

**13.3** Other than for Connecting Flights, we do not offer, provide or guarantee connections between the flights we offer and the flights of another carrier or any other form of transport, and subject to the provisions of these Conditions, your rights under the Australian Consumer Law and any other applicable Laws, we are not liable for or in connection with any Loss which you may incur as a result of any such flight failing to connect with the flight of another carrier or another form of transport.

## 14. Refusal of Carriage

**14.1** We are not a common carrier and, acting reasonably, may refuse to carry any person or Baggage, whether or not a Booking has been accepted or processed by us.

**14.2** You may be refused entry, be requested to leave the aircraft or other means of transport or be physically restrained or removed:

- (a) if you are in breach of these Conditions, objectionable to other passengers or our employees or are, for any reason, disturbing, causing discomfort to or threatening the safety or security of other passengers or our employees or any of our property; or
- (b) if it appears to us that you are under the influence of alcohol or drugs or are not physically or mentally fit to travel; or
- (c) you require special assistance, but have not contacted us to make prior arrangements, or have provided us with inaccurate or incomplete information in relation to your requirements (we will rely on this right only to the extent permitted by applicable Law); or
- (d) you require medical or other special assistance; in order to comply with any applicable Laws, regulations, or orders of any state or country to be flown from, into or over. We are not liable for any Loss which you incur as a result; or
- (e) You do not have, or do not appear to have, valid travel documents for your country of origin or destination, or you destroy your travel documents en-route; or
- (f) You have failed to comply with our reasonable directions (including the directions of our staff and flight crew); or
- (g) You have not paid the Fare or any applicable taxes or charges, your Ticket has been reported lost or stolen (if applicable), has been dealt with by you in a way which contravenes these Conditions (eg transferred) or has otherwise been acquired unlawfully; or
- (h) You are, or are suspected to be, unlawfully in possession of drugs, or in possession of illicit drugs; or
- (i) You have tampered in any way with the aircraft or ground equipment, made a threat, or in any way put the safety of the aircraft in danger; or
- (j) If we reasonably believe that you may pose a threat to the safety or security of the aircraft, other passengers or our employees; or
- (k) You have done any of the things listed in paragraphs 14.2 on a previous flight (whether that flight was operated by Virgin Australia or another carrier) and we have reason to believe that you may do the same thing again.

**14.3 If you are refused carriage due to your conduct - International Long Haul only**

If you are refused carriage as a result of one or more of the matters referred to in paragraph 14.2, we will provide you with a written notice of refusal of carriage. The notice may specify that you are refused carriage only for your ticketed flight, or it may specify a period of time during which we will not carry you. You must not travel or attempt to travel with us when the notice is in force. We reserve the right to cancel any Booking you make to travel on a Virgin Australia service when the notice is in force, and to the extent permitted by law refuse to provide you with a refund.

**14.4 Refusal of carriage due to overbooking - International Long Haul flights to and from the US only**

- (a) We may overbook flights to account for guests who do not arrive for their ticketed flight. If you are refused carriage because your flight has been overbooked, and you hold a valid Ticket and have complied with these Conditions in relation to Bookings, ticketing and check-in, then you may be entitled to compensation.



(b) The compensation payable will:

- i. depend on the difference in time between when you were scheduled to arrive at your destination and when you actually arrive; and
- ii. be in accordance with applicable Laws including the Australian Consumer Law and in accordance with our Policies.

#### 14.5 Refusal of Carriage due to Overbooking – Domestic and International Short Haul

If you are refused carriage because your flight has been overbooked, you may be entitled to compensation in accordance with our [Guest Compensation Policy](#) and any applicable Laws, including the Australian Consumer Law.

#### 14.6 Third Party Disclosures

Where we have refused to carry you due to one or more of the reasons outlined in 14.2, we may share your personal information with third parties (including other carriers) if we deem it is necessary for security or safety purposes.

## 15. Conduct During Flight

**15.1** When you travel on a Virgin Australia flight, **you must:**

- (a) respect our employees, including our flight crew and promptly obey any instructions given to you, including a direction to provide your travel documents to the flight crew;
- (b) listen carefully to the pre-flight safety briefing, read the safety card provided to you, identify your nearest exits, and familiarise yourself with the location and operation of safety equipment.
- (c) fasten your seatbelt whenever you are seated, even when you are sleeping. Make sure you know how to operate infant and child restraints, and use them only as directed by the flight crew;
- (d) remain in your seat with your seatbelt fastened whenever the "Fasten Seatbelt" sign is illuminated, and return to your seat and fasten your seatbelt if told to do so by the flight crew;
- (e) stow your cabin baggage as directed by the flight crew;
- (f) use electronic devices, such as personal music players, laptop computers, mobile phones, cameras and game devices, only when the flight crew tell you it is safe to do so. Do not use transmitting devices, such as radios and remote-controlled toys, while on board. If you do not comply with these directions, the flight crew may take your electronic device from you, and keep it until the end of the flight at which time it will be returned to you;
- (g) behave in a way which does not disturb or cause offence to your fellow passengers;
- (h) drink in moderation and only consume alcohol which we supply to you on the flight – not alcohol that you bring on board with you; and
- (i) use cameras or photographic devices (including mobile phones) for personal use only. You must comply with the directions of flight crew when using cameras or photographic devices while on board.

**15.2** When you travel on a Virgin Australia service, **you must not:**

- (a) smoke;
- (b) behave in a manner which would be considered by a reasonable person to be offensive, or in a manner which might cause discomfort, distress, offence or injury to another person;
- (c) disobey the directions of the flight crew;
- (d) use illicit drugs on board our aircraft, or use prescription drugs which you are not medically required to take;
- (e) do anything which may endanger the safety of the aircraft on which you are travelling, or the safety of our flight crew or your fellow passengers; and
- (f) tamper, interfere with or damage any part of the aircraft or the equipment carried on board.

**15.3** We reserve the right to take all steps which are reasonably necessary to ensure the safety of a flight, our employees and Guests on board that flight. If in the opinion of our crew you have not complied with your obligations in this paragraph 15 (and in particular, if you have done any of the things listed in paragraph 15.2), we may take steps which include any one or more of the following:

- (a) move you to another seat, or another part of the aircraft;
- (b) restrain you;
- (c) take any such other action as is reasonably necessary to ensure the safety of the flight, its Guests and our crew, including the reasonable use of force;
- (d) remove you from the flight;
- (e) divert the flight and offload you from it;
- (f) report you to the relevant authorities;
- (g) refuse carriage for the remaining journeys on your Booking; and
- (h) ban you from travelling on Virgin Australia services, for any duration of time we believe is appropriate.

## 16. After Your Flight

**16.1 Baggage collection.** Make sure you collect your Checked Baggage from the collection point advised to you by our staff when you arrive at your destination.

**16.2 Lost Baggage.** If you cannot find your Baggage, you must notify our staff at the airport and provide them with your

Itinerary, Ticket and/or and baggage identification tag which was issued to you at check-in.

**16.3 Wrong bag.** If you collect the wrong bag, you must return it to the airport where you collected it, as soon as you discover the error.

**16.4 If you don't collect your baggage.** If you do not collect your Baggage within 30 days after your flight, we will destroy it without notifying you and without paying you any compensation.

**16.5 Leaving bags behind.** We are not responsible or liable to you for any Loss you suffer as a result of leaving behind any Checked Baggage or Carry-on Baggage on board or at the airport.

## 17. Successive Carriers

If your Ticket is for flights operated by Virgin Australia and other carriers, the carriage will be regarded as a single operation under the Convention and under applicable Laws.

## 18. Arrival Formalities and Administrative Requirements

**18.1 Visas and entry documents.** You are responsible for ensuring that you obtain and present at your Destination and any Stopover, all required travel documents. We are not responsible or liable to you if you have failed to obtain, or you have lost, these documents.

**18.2 Entry rules and requirements.** You must also comply with all entry requirements, rules and regulations of your Destination or any Stopover. This includes any immigration, customs and security requirements. We are not responsible or liable to you if you do not comply with these requirements, rules and regulations.

**18.3 If you are refused entry or deported.** If you are refused permission to enter a country during your journey on a Booking or are deported, then, regardless of the reason for the refusal of entry or deportation:

- (a) we will, if required by a governmental authority, transport you from the country that has refused you entry or deported you;
- (b) you must pay for any costs associated with the refusal of entry or deportation, including any fines and detention and repatriation costs;
- (c) we will not provide you with a refund for your Ticket for carrying you to the place where you were denied entry (except as required under the Australian Consumer Law), and may offset any unused sectors on your Booking or coupons of your Ticket (as applicable) to offset any repatriation costs or fines incurred by us as a result of your refusal of entry or deportation; and
- (d) you must reimburse us for any fines, penalties, Losses, expenses or damage which we reasonably incur as a result of you being denied entry or deported.

## 19. Limitation on Liability

### 19.1 General

(a) These Conditions of Carriage govern our liability to you. You have certain rights under the Australian Consumer Law, the Conventions or other applicable Laws that we are not able to limit or exclude. Nothing in these Conditions of Carriage limit or exclude our liability to you that we cannot limit or exclude.

### 19.2 Exclusions

(b) To the extent we are permitted to limit our liability to you under applicable Laws and Conventions and subject to clauses 19.3, 19.4 and 19.5, we are not liable for or in connection with any:

- (i) Loss sustained to Baggage, including (without limitation) Loss which is solely the result of normal wear and tear; (ii) illness, injury or death of any person, including (without limitation) any illness, disability or personal injury to you, or your death, caused or aggravated by the air travel where such travel posed a risk to you due to your age, physical or mental condition;
- (iii) Loss caused by your negligence or breach of these Conditions or your failure to comply with applicable Laws, regulations, orders or requirements of any applicable country;
- (iv) Loss caused by our compliance with applicable Laws, regulations, orders or requirements of any applicable country;
- (v) death, personal injury, delay or Loss caused by anything in your Baggage (and you agree to indemnify us for any death, injury, delay or Loss caused by your Baggage to other persons or property, including our property); or
- (vi) Loss arising out of or in any way connected to the provision of transport and other services to you (whether arising from negligence or otherwise) including, without limitation, any change to the transport or services described in or covered by the Booking or inaccuracies or errors in any information related to transport, services or pricing.

We will rely on all limitations of liability and defences under the Convention and any applicable Laws. We reserve all rights against any other person, including rights of contribution and indemnity.

### 19.3 Our liability to you

(a) Unless other required by law, and unless your right to claim damages has either expired earlier or been extinguished by these Conditions, the Convention or other applicable Laws, your right to claim damages against us will expire if you do not bring an action within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. To avoid doubt, nothing in this clause is intended to exclude, restrict or modify any guarantee, right or remedy you may have that cannot be excluded, restricted or modified.

(b) To the extent permitted by Law and subject to your rights under Australian Consumer Law, our liability for a breach of these Conditions or related obligations will not exceed re-supply or the payment of the cost of re-supply of the service in question. You may also be entitled to a refund and compensation in accordance with our Policies or under the Australian Consumer Law.

**19.4 Our liability to you - Australian Domestic Flights:** our liability is limited by the provisions of the Civil Aviation (Carriers' Liability) Act 1959 (Cth), complementary State legislation and these Conditions to: AUD\$3,000 in respect of destruction, Loss or injury to your Checked Baggage; AUD\$300 in respect of destruction, Loss or injury to your Carry-on Baggage; and AUD\$925,000 in respect of bodily injury to you or your death. If we are responsible in any way for your carriage by water, any liability is limited to the extent permitted by the Navigation Act 1912 (Cth).

**19.5 Our liability to you - International Travel:** where your journey involves International Travel, then the Montreal Convention or the Warsaw Convention may govern and limit our liability for personal injury or death and for Loss of or damage to Baggage (other than on a Booking made in the UK or a country in the European Union), as follows:

(a) For bodily injury or death:

i. where the Montreal Convention applies, if we prove that your bodily injury or death was not due to our negligence or wrongful conduct, or was solely due to the negligence or wrongful conduct of a third party, then our liability is limited to 113,100 Special Drawing Rights; and

ii. where the Warsaw Convention applies, 125,000 francs.

(b) For Loss of or damage to your Baggage:

i. where the Montreal Convention applies, unless you prove that the damage resulted from intentional or reckless conduct on our part and we knew that damage would probably result from it, our liability is limited to 1,131 Special Drawing Rights; and

ii. where the Warsaw Convention applies, a maximum of 5,000 francs for Carry-on Baggage and 250 francs per kilogram for Checked Baggage. If the weight of your Checked Baggage is not recorded on the baggage check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable Weight Limit.

The value of a Special Drawing Right on a particular day is the sum fixed and published on the official website of the International Monetary Fund (IMF) for that day. The value of a franc is determined by reference to the rate of 6.55957 francs for 1 euro.

**19.6 Bookings Made in the UK or EU.** The provisions set out in Annexure A to these Conditions will apply in respect of our liability to you if you made your Booking in the UK or a European Union country.

#### 19.7 Baggage – All Travel

(a) You must not pack the following items as Checked Baggage. Subject to the Australian Consumer Law, your right to recover damages for their Loss or damage will be limited under the applicable international Convention unless the items are identified to us and we have, in our absolute discretion, given our written acceptance for carriage and accepted liability in writing for their Loss or damage:

i. cash, credit cards, deeds, passports and other travel documents, securities, business documents or other valuable documents;

ii. jewellery, antiques, precious metals or similar valuable items;

iii. any item of a delicate, fragile or brittle nature eg. glassware, sports equipment, musical instruments;

iv. any item of a perishable nature eg. food;

v. electrical or electronic components eg. computers, cameras; and

vi. any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air.

(b) Virgin Australia is not liable for any damage that results from the inherent defect, quality or vice of the baggage.

(c) Any acceptance by us of items specified in this paragraph 19.7 is subject the provisions of these Conditions

(d) To the extent permitted by law, our liability for lost or damaged Baggage is based on the depreciated value of the baggage and is limited to the actual loss suffered by you.

#### 19.8 Guests travelling to and from Canada

If you are denied boarding or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website.

Si l'embarquement vous est refusé ou si vos bagages sont perdus ou endommagés, vous pourriez avoir droit au titre du Règlement sur la protection des passagers aériens, à certains avantages au titre des normes de traitement applicables et à une indemnité. Pour de plus amples renseignements sur vos droits, veuillez communiquer avec votre transporteur aérien ou visiter le site Web de l'Office des transports du Canada.

## 20. Claims By You

### 20.1 Bodily Injury or Death Claims.

If:

a) you have a claim for bodily injury; or

(b) your personal representative has a claim for your death, you or your personal representative as applicable, should notify us in writing as soon as possible of the claim.

### 20.2 Baggage Claims

(a) **General.** Your acceptance of Checked Baggage without complaint at the time of delivery is reasonable evidence that the Baggage has been delivered in good condition and in accordance with these Conditions, unless you prove otherwise.

(b) **Australian Domestic Travel.** If you wish to make a claim from us in relation to damage or loss of Baggage, you should do so in writing as follows:

- i. in respect of damage to or loss or destruction of only part of Checked Baggage, within 3 days of you receiving the remainder of the Checked Baggage from us; or
- ii. in respect of loss or destruction of a whole item of Checked Baggage, within 21 days from the date you should have received the Checked Baggage from us; or
- iii. in respect of damage, loss or destruction of Carry-on Baggage, within 7 days from the date the carriage ended.

(c) **International Travel.** If you wish to make a claim from us in relation to damage or loss of Baggage, you should do so in writing as follows:

- i. in respect of damage to or loss or destruction of Checked Baggage (or part thereof), within 7 days of when you should have received the Checked Baggage from us;
- ii. in respect of damage, loss or destruction of Carry-on Baggage, within 7 days from the date when the carriage ended; or
- iii. in respect of delay of Checked Baggage, within 21 days of when you receive the Checked Baggage from us.

## 21. Third Party Taxes and Fees

The price of the travel the subject of the Booking may include taxes, imposts or fees which are imposed by governments or other authorities in relation to air transportation. You may be required to pay taxes, imposts or fees which have not already been collected.

## 22. Privacy

You agree that your personal information will be managed in accordance with our [Privacy Policy](#). Our Privacy Policy is available on our website. If you would like to receive our Privacy Policy by post please contact our Guest Contact Centre.

We are required to collect your personal information in order to process your Booking and to communicate with you about your Booking. If we cannot collect from you the minimum amount of personal information required to complete your Booking, we will not be able to process your Booking, and a contract of carriage is not formed with us.

If you are travelling to the United States, we are required to provide the United States Transportation Security Administration (TSA) with your full name, date of birth and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. **If we are not able to collect and disclose this personal information, you may not be able to travel with us to the United States or pass through border security in the United States. The TSA may share information you provide with law enforcement or intelligence agencies or other under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA website at [www.tsa.gov](http://www.tsa.gov).**

## Annexure A - EC Regulation 2027/97 (889/2002)

This Annexure only applies to passengers travelling from the UK or a European Union country.

This notice is required by European Community Regulation (EC) No. 2027/97 as amended by EC No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal or Warsaw Conventions. It does not form part of the contract between Virgin Australia and you. Approximate conversions from Special Drawing Rights (SDRs) to Euros are provided as a guide only and will be subject to change in currency conversion rates.

### Air Carrier Liability for Passengers and Their Baggage

This information notice summarises the liability rules applied by Virgin Australia in respect of international carriage.

#### Compensation in the Case of Death or Injury

There are no financial limits to our liability for passenger injury or death. For recoverable compensatory damages up to 113,100 SDRs (approximately EUR127,200) in respect of death or bodily injury caused by an accident on board the aircraft or during embarking or disembarking, we will not exclude or limit our liability, except where there is contributory negligence on the part of the passenger. Above that amount, we can defend ourselves against a claim by proving that:

where the Warsaw Convention applies, we took all necessary measures to avoid the damage or that it was impossible for us to take such measures;

where the Montreal Convention applies, we were not negligent or otherwise at fault.

#### Passenger Delays

In the case of passenger delay:

where the Warsaw Convention applies, we will be liable for damage except when we can prove that we took all necessary measures to avoid the damage or that it was impossible for us to take such measures;

where the Montreal Convention applies, we will be liable for damage except when we can prove that we took all measures that could reasonably be required to avoid the damage or that it was impossible for us to take such measures. Our liability under the Montreal Convention is limited to 4,694 SDRs (approximately EUR5,281).

#### Baggage Destruction, Loss, Damage or Delay

Our liability for the destruction, Loss of, damage to or delay in the carriage of baggage, subject to applicable defences, is as follows:

where the Warsaw Convention applies, our liability is limited to 17 SDRs (approximately EUR20) for each kilo of a passenger's checked baggage and 332 SDRs (approximately EUR380) for a passenger's cabin baggage;

where the Montreal Convention applies, our liability is limited to a total of 1,131 SDRs (approximately EUR1,272) per passenger for both checked and cabin baggage together. However, in the case of unchecked baggage, we are only liable if

at fault.

**Complaints on Baggage**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to us as soon as possible, but in any event, in the case of damage to checked baggage, it must be within 7 days, and in the case of delay, it must be within 21 days, from the date on which the baggage was placed at the passenger's disposal.

**Liability of Contracting and Actual Carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket for a particular flight that air carrier is the contracting air carrier for that flight.

**Time Limit for Action**

Any action in court to claim damages must be brought within 2 years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

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Skytrax World Airline Awards



Best Airline Staff  
Skytrax World Airline Awards



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