

**2. APPLICABLE TERMS AND CONDITIONS**

2.1 The Terms and Conditions govern the operation and Membership of the Velocity Frequent Flyer program.

2.2 Additional terms and conditions may apply to earning or redemption of Points with Program Partners, Rewards, other Member Benefits and to other Membership activities and transactions. Additional terms and conditions may be notified to Members on the relevant section of the Velocity Website, on the Velocity eStore, on Program Partner websites, in any Member communication (such as an email, letter or statement) or other document that We send to a Member in connection with Velocity Frequent Flyer.

2.3 In order to earn or redeem Points, Members may enter into a separate contract with a Retailer or Program Partner, which is subject to separate terms of the Retailer or Program Partner. VRPL and Virgin Australia are not parties to any contract between a Member and any Retailer or Program Partner. Retailer and Program Partner terms do not form part of any contract between the Member and VRPL and Virgin Australia.

2.4 These Terms and Conditions are effective as at 20 October 2016 and may be amended by VRPL from time to time and published on the Velocity Website. The current Terms and Conditions are those available at the Velocity Website.

2.5 By applying to become a Member of Velocity Frequent Flyer, an individual is taken to have:

2.5.1 agreed to the Terms and Conditions; and

2.5.2 read and understood the Privacy Statement (Velocity) and the [Privacy Policy](https://www.velocityfrequentflyer.com/content/Privacy/index.htm);

as amended from time to time.

2.6 By applying to become a Member of Velocity Frequent Flyer as a minor, an individual represents that they have consent of their parent or legal guardian to apply for Membership and that the parent or legal guardian has agreed to be legally bound by the Terms and Conditions.

2.7 If a Member who joined Velocity Frequent Flyer as a minor continues to use Velocity Frequent Flyer upon reaching 16 years of age, the Member agrees to be legally bound by the Terms and Conditions.

2.8 The Terms and Conditions apply separately for the benefit of each of Us. Each of Us may separately enforce the Terms and Conditions.

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**3. CHANGES TO THE TERMS AND CONDITIONS AND VELOCITY FREQUENT FLYER**

3.1 We do not guarantee that Velocity Frequent Flyer will always be owned by VRPL, that any Program Partner will continue to participate in Velocity Frequent Flyer, that any Member Benefits will continue to be available to Members, or that any other features of Velocity Frequent Flyer will continue.

3.2 We can (in the case of VRPL) make changes to any aspect of Velocity Frequent Flyer and the Terms and Conditions at any time by updating the Velocity Website, the Velocity eStore website or (in the case of a Program Partner) the relevant Program Partner website, or by notice to Members’ postal or email address. We do not have to give Members any other notice of changes, even if the changes affect or remove features of Velocity Frequent Flyer, Member Benefits and or Program Partners. However, We will try to give Members reasonable notice of changes which are materially detrimental to the membership as a whole, or if We introduce or change any fees in accordance with clause 25.1.

3.3 It is Members’ responsibility to ensure that they read and understand the applicable Terms and Conditions both before applying for Membership, and as amended from time to time. VRPL recommends that Members check the Terms and Conditions periodically, before redeeming Points for Rewards and before making a purchase via the Velocity eStore.

3.4 Members may terminate their Membership in accordance with clause 8.2 if they do not agree to changes. Members have no other rights in relation to changes. The changes will apply to Points and Status Credits earn and redemptions between the date of the change and the date the Member terminates their Membership.

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**4. TERMINATION OF VELOCITY FREQUENT FLYER**

4.1 VRPL and Virgin Australia do not guarantee that Velocity Frequent Flyer will continue indefinitely.

4.2 VRPL and Virgin Australia may terminate all or part of Velocity Frequent Flyer (and the Terms and Conditions). VRPL or Virgin Australia will give Members at least 90 days’ notice of termination of Velocity Frequent Flyer. Notice of termination will be posted on the Velocity Website and sent:

4.2.1 to the email address specified in the Member’s Membership Account; or

4.2.2 if no valid email address is held by Velocity Frequent Flyer, to the postal address specified in the Member’s Membership Account.

4.3 Once notice of termination has been given, Members may not redeem Points for any flights scheduled to depart after the notice period expires.

4.4 Any Points that are not redeemed during the 90 day notice period will be forfeited and Members will have no claim against Us for any forfeited Points.

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**5. MEMBERSHIP**

**5.1 Eligibility and Applying for Membership**

5.1.1 An individual is eligible to become a Member if:

(a) they are an individual resident in Australia, New Zealand, Papua New Guinea, Fiji, Cook Islands, Vanuatu, Tonga, Solomon Islands, Samoa, Christmas Island or Cocos Island;

(b) they do not already have a Membership Account; and

(c) they submit an Application to VRPL including all the information required by the Application, either:

(i) online at the Velocity Website; or

(ii) by contacting the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm); or

(iii) by agreeing to become a Member during a phone call with the Guest Contact Centre; or

(iv) by an alternative channel or method which is accepted by VRPL; and

(d) they meet all other eligibility criteria set out in the Terms and Conditions.

5.1.2 New Members must promptly pay the joining fees (if any) as set out in the [Fee Schedule.](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule)

5.1.3 If VRPL accepts the Application, VRPL will issue the individual with a Membership Number. If the Member provides an email address, VRPL will send the individual a confirmation email which may include an interim password. New Members who receive an interim password should change the interim password on first login to the Velocity Website.

5.1.4 An individual becomes a Member of Velocity Frequent Flyer when they are allocated a Membership Number.

5.1.5 Eligibility for Membership is at the ultimate discretion of VRPL.

**5.2 Earning Points & Status Credits**

5.2.1 Only Members of Velocity Frequent Flyer can earn Points and Status Credits.

**5.3 Membership Account**

5.3.1 Members may access their Membership Account:

(a) without charge, by logging in to their Membership Account at the Velocity Website, using their Membership Number and password; or

(b) by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) and paying the applicable fee (if any) specified in the [Fee Schedule.](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule)

5.3.2 Members may update their Personal Information (other than name, sex and date of birth) via the Velocity Website or by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm).

5.3.3 Members may also update their seat preference, sporting and lifestyle interests and subscribe to, or unsubscribe from, our communications.

5.3.4 Membership Accounts may not be available when We are conducting maintenance on the Velocity Website.

5.3.5 Members may ask to change their names or correct an error in their date of birth by emailing a copy of reasonable supporting documentation to the appropriate email address listed below:

Platinum Members: [platinum@velocityfrequentflyer.com](mailto:platinum@velocityfrequentflyer.com)

Gold Members: [gold@velocityfrequentflyer.com](mailto:gold@velocityfrequentflyer.com)

Silver Members: [silver@velocityfrequentflyer.com](mailto:silver@velocityfrequentflyer.com)

Red Members: [red@velocityfrequentflyer.com](mailto:red@velocityfrequentflyer.com)

For name change or name update requests due to marriage, divorce or deed poll, reasonable supporting documentation includes marriage certificates, divorce documents and deed poll certificates.

For changes to date of birth, reasonable supporting documentation includes birth certificate, passport and driver’s licence.

5.3.6 We may also provide Members with activity statements from time to time, but are not required to.

**5.4 Membership is Not Transferable**

5.4.1 Membership, including Membership Card, Status Credits, Points and any other Member Benefits, are not transferable except in the circumstances set out in the Terms and Conditions.

**5.5 Authorised Representative**

5.5.1 A Member may appoint an Authorised Representative who can access and make transactions in relation to the Member’s Membership by completing the [Authorised Representative Nomination Form](https://www.velocityfrequentflyer.com/cms/groups/velocity/documents/internetcontent/vel_authorised_rep_nomination.pdf) and emailing a copy to the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) from the email address specified in their Membership Account. The Member is responsible for ensuring that the Authorised Representative has agreed to be the Authorised Representative of the Member.

5.5.2 The executor or administrator of a deceased Member’s estate who provides reasonable supporting documentation of their appointment as executor or administrator will be taken to be the Authorised Representative of the Member for a period of 12 months after the death of the Member. (For consequences of death of a Member, see clause 8.3.)

5.5.3 An Authorised Representative must be appointed for any Member under 15 years of age. If an Application for a Member under the age of 15 years does not nominate an Authorised Representative, the Member’s parent or guardian will be taken to be the Authorised Representative unless and until the Member nominates an Authorised Representative.

5.5.4 An Authorised Representative may do anything in relation to a Membership Account that the Member could do themselves.

5.5.5 A Member may revoke the appointment of their Authorised Representative by sending a written notice to (as applicable):

Platinum Members: [platinum@velocityfrequentflyer.com](mailto:platinum@velocityfrequentflyer.com)

Gold Members: [gold@velocityfrequentflyer.com](mailto:gold@velocityfrequentflyer.com)

Silver Members: [silver@velocityfrequentflyer.com](mailto:silver@velocityfrequentflyer.com)

Red Members: [red@velocityfrequentflyer.com](mailto:red@velocityfrequentflyer.com)

The revocation of the appointment of the Authorised Representative will be effective 10 days from the date We receive the written notice.

**5.6 General Member Obligations**

Members must act fairly and reasonably in all matters connected with their Application for, and Membership of, Velocity Frequent Flyer. This obligation includes that Members:

5.6.1 must not give Virgin Australia or VRPL any incorrect or incomplete information in connection with their Application or Membership and must promptly tell Virgin Australia or VRPL if any relevant information changes;

5.6.2 will not in any way sell, barter, attempt to transfer or otherwise deal with any Member Benefits (including Points, Status Credits and Rewards) connected with their Membership other than in accordance with the Terms and Conditions and will not abuse or misuse any Member Benefits;

5.6.3 must not engage in Inappropriate Conduct which is unlawful or illegal;

5.6.4 must not request a Reward unless they have sufficient Points to redeem the Reward using Points Only or Points + Pay;

5.6.5 must notify Us of any discrepancies in their Membership Account concerning any transaction within three months after that transaction. Members are responsible for regularly checking their Membership Account to confirm that Points and Status Credits have been properly credited. We may decline to make any amendments for discrepancies notified outside that period. This does not affect the statutory period within which the Member can sue for any breach of contract. If We suspect that discrepancies concerning transactions in a Member’s Membership Account are due to their Membership Account details being compromised, We may require the member to create a new Membership Account and/or change the contact details associated with their Membership Account. We may decide, at our discretion, not to investigate any further unauthorised transactions until the Member’s new Membership Account has been created or their contact details have been changed. If a new Membership Account is created, Points and Status Credits from a Member’s previous Membership Account will be transferred but the Membership will be responsible for linking the new Membership Account to applicable Program Partner accounts;

5.6.6 will give Us such information as We reasonably request in order to verify eligibility for any Member Benefits, which may include (without limitation) providing copies of boarding passes, receipts or similar documentation, hotel bills and car rental agreements;

5.6.7 must tell Virgin Australia or VRPL if any of their Personal Information changes, as soon as practicable after the change (for details on how to access and update a Membership Account, see clause 5.3);

5.6.8 must produce their Membership Card and quote their Membership Number if requested, as a precondition of any activity which may result in the Member’s claim to Points, Status Credits, Rewards or other Member Benefits;

5.6.9 agree to keep the Member’s Membership Number and password secure and confidential and not to disclose them to any person other than an Authorised Representative; and

5.6.10 must take steps to ensure their Authorised Representative/s deal with their Membership and Membership Account in accordance with the Terms and Conditions.

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**6. MEMBERSHIP CARD**

**6.1 Velocity Frequent Flyer Membership Card**

6.1.1 Clause 6.1 applies to Membership Cards which do not include Velocity Global Wallet® functionality.

6.1.2 A Member’s Membership Card remains the property of VRPL at all times. Members must take reasonable care of it and return it or destroy it on request. Use of the card is governed by these Terms and Conditions.

6.1.3 When processing a request for a replacement Membership Card, we may require the Member to produce reasonable supporting documentation in order to verify that the request is genuine (e.g. copy of police report or marriage certificate). A Replacement Card Fee (if any) may be charged to the Member as set out in the [Fee Schedule.](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule)

**6.2 Membership Card with Velocity Global Wallet® Functionality**

6.2.1 Clause 6.2 applies to Membership Cards which include Velocity Global Wallet® functionality.

6.2.2 VRPL acts as authorised representative of Rêv Australia Pty Ltd ACN 117 378 953 AFSL 401610 as distributor of the Velocity Global Wallet prepaid Visa product. Rêv Australia Pty Ltd manages the Velocity Global Wallet prepaid Visa product for Cuscal Limited ACN 087 822 455 AFSL 244116. Cuscal is the product issuer of the product. Any advice is general advice that does not take account of your objectives, financial situation or needs, so you should consider whether the product is suitable for you before acquiring or activating it. A Product Disclosure Statement (PDS) is available at [VelocityFrequentFlyer.com/GlobalWallet](http://www.velocityfrequentflyer.com/GlobalWallet). You should consider the PDS in making any decision about whether to acquire, activate or keep the Velocity Global Wallet prepaid Visa product.

6.2.3 When a Member is sent a Membership Card with Global Wallet® functionality, the Velocity Global Wallet® will be inactive. If a Member wishes to use the Velocity Global Wallet® functionality on their Membership Card, the Member must activate the Velocity Global Wallet® by following the online process at [VelocityGlobalWallet.com](http://www.velocityglobalwallet.com/).

6.2.4 All new Members who join the Velocity Frequent Flyer Program who:

(a) are over 18 years of age; and,

(b) have a preferred postal address within Australia; and,

(c) are otherwise deemed by VRPL, in its absolute discretion, to be eligible to receive the Membership Card with Global Wallet functionality; will, by, accepting these Terms & Conditions:

(d) request to receive and be issued with a Membership Card with Global Wallet® functionality; and

(e) consent to receive disclosures about the Velocity Global Wallet® online.

6.2.5 Existing Members who satisfy each of the criteria listed in clause 6.2.4 can also request to receive a Membership Card with Velocity Global Wallet® functionality online via the Member’s Velocity Frequent Flyer Membership Account.

6.2.6 A Member can request to stop being issued future Membership Cards which include Velocity Global Wallet® functionality at any time via the Member’s Velocity Frequent Flyer Membership Account.

6.2.7 Activation and use of the Velocity Global Wallet® is subject to the Velocity Global Wallet Product Disclosure Statement. Members are responsible for the use of their Velocity Global Wallet® in accordance with the Velocity Global Wallet® Product Disclosure Statement. These Terms and Conditions continue to apply to a Member’s Membership in the Velocity Frequent Flyer Program.

6.2.8 Fees apply to use of the Velocity Global Wallet®. These fees can be viewed by referring to the Velocity Global Wallet Product Disclosure Statement at [VelocityGlobalWallet.com](http://www.velocityglobalwallet.com/). Fees are subject to change from time to time.

6.2.9 A Velocity Global Wallet® may be cancelled in accordance with the Velocity Global Wallet Product Disclosure Statement.

6.2.10 If a Member’s Velocity Frequent Flyer Membership is terminated in accordance with these Terms and Conditions, the Velocity Global Wallet® account will be cancelled in accordance with the Velocity Global Wallet Product Disclosure Statement.

6.2.11 Expiry of the Velocity Global Wallet® is governed by the Velocity Global Wallet Product Disclosure Statement. On expiry of a Member’s Velocity Global Wallet® or when the Member changes Velocity Frequent Flyer Membership Level, VRPL will send the Member a new Membership Card with Velocity Global Wallet® functionality to the address recorded in their Velocity Frequent Flyer Membership Account. Before a Member can use their Velocity Global Wallet® at merchants or at ATMs, they will need to complete the activation process for their new card at [VelocityGlobalWallet.com](http://www.velocityglobalwallet.com/).

6.2.12 A Replacement Card Fee may be charged to the Member. Fees can be viewed by referring to the Velocity Global Wallet Product Disclosure Statement at [Velocityglobalwallet.com](http://www.velocityglobalwallet.com/). Fees are subject to change from time to time.

6.2.13 To the extent that there is any inconsistency between Clause 6.2 and the Velocity Global Wallet Product Disclosure Statement in relation to the Velocity Global Wallet®, the [Velocity Global Wallet Product Disclosure Statement](http://www.velocityrewards.com.au/content/ProgramBenefits/GlobalWallet/ProductDisclosureStatement/index.htm) shall prevail.

**6.3 Unauthorised use of Membership Card**

6.3.1 If a Member knows or suspects, or should reasonably know or suspect, unauthorised use of their Membership Card, Membership Number, password or unauthorised use of their Points and/or Status Credits, or their Membership Card has been lost, stolen or mislaid, the Member must advise VRPL as soon as possible. Any unauthorised use of the Member’s Membership Number, password or unauthorised use of their Points, is solely their responsibility until the Member notifies VRPL.

6.3.2 If VRPL receives notification under clause 6.3.1, VRPL may require the Member to create a new Membership Account or change the contact details associated with their Membership Account. VRPL may decide, at its discretion, not to investigate any further unauthorised use or transactions until the Member’s new Membership Account has been created or the Member’s contact details are changed. If a new Membership account is created, Points and Status Credits from a Member’s previous Membership Account will be transferred but the Member will be responsible for linking the new Membership Account to applicable Program Partner accounts.

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**7. Velocity PIN**

7.1 Members may apply for a confidential Velocity PIN through the Velocity Website, or by contacting the Membership Contact Centre. The Velocity PIN may be required for account transactions including, but not limited to, account access, redemptions with eligible Program Partners and for account verification purposes.

7.2 It is the Member's responsibility to ensure that their Velocity PIN is kept secure at all times. The Member shall not disclose the Velocity PIN to any other person nor permit any unauthorised person to use their Velocity PIN, except as requested by the Membership Contact Centre for account verification or other account security purposes.

7.3 Members may make changes to their Velocity PIN on the Velocity Website or by calling the Membership Contact Centre. Members may be required to supply their Membership Number, Velocity PIN, Personal Information and any requested security information deemed suitable by VRPL or VFF when making any such changes.

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**8. VRPL's OBLIGATIONS**

8.1 For as long as VRPL owns and operates Velocity Frequent Flyer, VRPL will use reasonable endeavours to:

8.1.1 receive and process Applications for Membership;

8.1.2 assign Members to the appropriate Membership Level, and allocate the corresponding Member Benefits;

8.1.3 manage the allocation of Points and Status Credits and the redemption of Points;

8.1.4 maintain records of Points and Status Credits;

8.1.5 manage relationships with Program Partners concerning eligible transactions to earn Points and Status Credits and the redemption of Points for Rewards; and

8.1.6 procure the supply of Rewards to Members by Program Partners;

8.1.7 provide updates and information concerning Velocity Frequent Flyer, to the email address specified in the Member’s Membership Account (or to the postal address specified in the Member’s Membership Account if no valid email address is held).

8.2 VRPL's commitment to perform its obligations in clause 8.1 is the consideration for entry into the Terms and Conditions.

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**9. SUSPENSION AND TERMINATION OF MEMBERSHIP**

**9.1 Suspension or Termination of Membership by VRPL for breach by Member**

9.1.1 VRPL may, acting reasonably:

(a) terminate or suspend a Member’s Membership;

(b) reverse or cancel the Member’s Points or any part thereof;

(c) cancel or refuse to honour any Awards (including Air Rewards), Benefits or both, that have been redeemed by or provided to the Member;

(d) reverse any transfer of Points to or from any eligible Airline Loyalty Programs; or

(e) any other decision that VRPL determines appropriate in the circumstances;

at any time if VRPL believes that the Member has breached the Terms and Conditions.

9.1.2 VRPL will (if VRPL considers it reasonable in the circumstances) attempt to give a Member written notice of its intention to terminate the Membership, and give the Member 14 days to respond to this notice by rectifying the breach (where possible) and providing any reason why VRPL should not take the proposed action. VRPL will review any reasons given by the Member and advise the Member of its decision.

9.1.3 In addition to clauses 9.1.1 and 9.1.2, VRPL may, in its sole discretion, immediately suspend or terminate without notice the Membership of any Member who, in VRPL’s opinion, has breached:

(a) clause 5.6.2 by selling, bartering, attempting to transfer or otherwise dealing with any Member Benefits other than in accordance with these Terms and Conditions;

(b) clause 10.2.4 by making a Points Transfer – Airlines other than in accordance with these Terms and Conditions;

(c) clause 21.2.5 by claiming Status Credits with both Velocity Frequent Flyer and a Program Partner program;

(d) clause 5.6.1 by supplying incorrect or incomplete information; or

(e) clause 14 by failing to comply with any of the terms and conditions for Family Pooling.

**9.2 Termination of Membership by Member**

9.2.1 A Member may terminate their Velocity Frequent Flyer Membership at any time by giving notice to VRPL.

**9.3 Termination on Death of Member**

The executors or administrators of a deceased Member’s estate may instruct VRPL to transfer Points to another Membership Account and/or redeem Points associated with the deceased Member’s Membership Account, within 12 months after the Member’s death. If the executors or administrators do not give these instructions within 12 months, all unused Points associated with the Membership Account will be forfeited. Status Credits associated with the Membership Account are personal to the Member and will be forfeited automatically on the death of the Member.

**9.4 Effect of Termination of Membership**

On termination of a Member’s Membership, a Member’s Membership Account will be closed, all Member Benefits associated with Velocity Frequent Flyer will cease and all unused Points and Status Credits associated with the Membership Account will be forfeited.

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**10. POINTS**

**10.1 General**

10.1.1 Points:

(a) do not have any cash value and are not convertible into cash;

(b) are solely a unit of measurement adopted by VRPL and not any form of contractual right, property or currency;

(c) are not subject to a Member’s direction, control or other entitlement;

(d) can only be purchased by Members in accordance with clause 10.8;

(e) can only be earned by Members;

(f) have earn methods and rates which may be limited, withdrawn, modified, cancelled, increased or otherwise amended from time to time by Us; and

(g) have redemption methods and rates which may be limited, withdrawn, modified, cancelled, increased or otherwise amended from time to time by Us.

10.1.2 Unless otherwise specified, a Member may earn Points only in relation to:

(a) eligible flights taken within 30 days before the Member's join date and after that date; and

(b) eligible transactions (acquisition of goods, services or other transactions) entered into after the Member's join date, in accordance with the Terms and Conditions.

10.1.3 Except as provided elsewhere in the Terms and Conditions, Points may be credited only to the Membership Account of the Member who has acquired the eligible goods or services, entered into the eligible transaction or taken the eligible flight.

10.1.4 A Member may check the number of Points in their Membership Account by accessing their Membership Account. (For details on how to access and update a Membership Account, see clause 5.3.)

10.1.5 Members may not earn Points on eligible transactions if they do not provide their Membership Number or show their Membership Card on request. (For the obligation to produce Membership Card and quote Membership Number on request, see clause 5.6.8.)

10.1.6 Points Transfers are subject to the Terms and Conditions outlined in clauses 12 and 13.

10.1.7 Family Pooling of Points is subject to the Terms and Conditions outlined in clause 14.

**10.2 Allocation of Points**

10.2.1 Points earned from eligible flights where Virgin Australia is the Marketing Carrier and operates the flight will be credited within 7 days of completed travel.

10.2.2 There may be some delay between eligible transactions with Program Partners and the allocation of Points into a Member’s Membership Account.

10.2.3 VRPL will not allocate Points (and may reverse any allocation) in respect of any transaction which is the subject of a cancellation, refund, return or which has been allocated in error.

10.2.4 If a Member is also a member of any Airline Partner, Car Hire Partner Program or Hotel Program Partner loyalty program, then they may only earn either Points in Velocity Frequent Flyer or points in the Program Partner’s loyalty program for any eligible transaction, unless otherwise specified by VRPL. VRPL will not allocate Points for transactions which are also the subject of credits in such other program and VRPL will not allow Points to be transferred to or replaced with credits in another program. VRPL is in no way responsible for operation of these other programs and any benefits under these other programs are subject to the terms and conditions of those programs.

10.2.5 Specific limits and earn rates regarding Points for specific types of transactions are set out in the Terms and Conditions, including on the Velocity Website. VRPL may, at any time, change the terms in accordance with clause 3, including (without limitation) by applying additional terms in respect of the availability of, and eligibility for, Points.

10.2.6 Transactions which qualify for Points and the basis upon which Points are earned differ amongst Program Partners and may vary depending on the Member’s Membership Level within Velocity Frequent Flyer. The earn rates from time to time of transactions with various Program Partners are outlined on the Velocity Website.

10.2.7 All enquiries regarding the allocation of Points must be directed to the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) within:

(a) three months for Program Partner (excluding Airline Partner) related transactions; or

(b) six months for Airline Partner and Virgin Australia related transactions; from the date of any activity giving rise to the Member’s enquiry. We are not required to take any action in relation to an enquiry which is not made within the relevant period after the activity that the Member’s enquiry relates to.

**10.3 Points for Infant travel**

10.3.1 Members under the age of 2 years who do not travel in their own paid seat on a Virgin Australia or Airline Partner flight will not be entitled to earn any Points.

**10.4 Earning Points with Virgin Australia and Airline Partners**

10.4.1 It is the responsibility of the Member to ensure the name on their Membership Account matches:

(a) their valid passport name; and,

(b) the name recorded in their Virgin Australia and/or Airline Partner Itinerary. If the Member fails to ensure the above, Points may not be earned.

10.4.2 Points may be earned for eligible travel on regular scheduled Any Domestic and Any International flights marketed by Virgin Australia and Airline Partners. Unless otherwise specified by VRPL, Points will not be earned on transport other than air transport.

10.4.3 Details of the earn rate at which Points will be credited and restrictions applicable are based on the Marketing Carrier and fare class. Eligible fare classes are governed by the Marketing Carrier. Details of the earn rate are communicated on the Velocity Website. Additional conditions may apply as described in clause 10.2.5 and clause 10.2.6.

10.4.4 Silver, Gold and Platinum Members may receive a Points Bonus in addition to the Base Points allocated, as set out in the Terms and Conditions.

10.4.5 Points will be applied to Members based on the fare class ticketed and travelled. If a Member upgrades to a higher cabin of travel by means other than by paying the full fare difference between the original fare class ticketed and the new higher cabin fare, the Points earn rate for the original fare class ticketed will be applied.

**10.5 Earning Points with other Program Partners**

10.5.1 VRPL has other arrangements with Program Partners in relation to the awarding of Points to Members. Such arrangements include the awarding of Points for the purchase of goods and services from Program Partners, participation in Program Partner loyalty schemes or promotions, and purchasing/performance incentives.

10.5.2 Members can earn Points in relation to goods and services provided by Program Partners in accordance with the rates determined by us from time to time and the Terms and Conditions, which are subject to change without notice.

10.5.3 Members should check the applicable rates and Program Partners’ terms and conditions with the relevant Program Partner or VRPL online at the Velocity Website or by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) before purchasing any such products or services.

10.5.4 VRPL may, from time to time, engage other Program Partners, participate in other such arrangements or approve other ways in which Members may earn Points or be eligible for Rewards. Where this occurs, the terms and conditions relevant to these arrangements will be available on the Velocity Website or through the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) or the relevant Program Partner.

**10.6 Earning Points for the Carriage of Pets on Virgin Australia Domestic**

10.6.1 Points may be earned by Members when they travel on Virgin Australia Domestic flights and their pet dog or cat is travelling as an animal in hold.

10.6.2 Points are awarded for each pet cage taken and a maximum of two pet cages per guest may be transported. Velocity Points will be credited to the Membership Account of the Member travelling with the pet. Some aircraft are limited to one pet cage per guest.

10.6.3 Platinum, Gold and Silver Members will receive a Points Bonus in addition to the Base Points allocated, as set out on the Velocity Website.

10.6.4 Members are eligible to earn Points for the carriage of their pet dog or cat provided they book their pet/s directly with the Guest Contact Centre. Fees and charges may apply for pet bookings, please refer to the Virgin Australia Website for further information.

10.6.5 Unless otherwise specified, Points are not earned for the following:

(a) unaccompanied pets;

(b) service dogs that travel in the cabin of the Virgin Australia Domestic flight; and

(c) any international transportation of pets.

10.6.6 Points will be awarded automatically to the Membership Account within 14 days after completion of travel.

**10.7 Other Restrictions**

10.7.1 Points may not be earned or may be earned at different rates for Codeshare Flights. Please see the Velocity Website for full details.

10.7.2 Points for Virgin Australia Domestic flights will be calculated on the basis of the Member’s personal fare (not including others flying with the Member, even if the Member has paid for their tickets), including taxes, fees and surcharges which are included in the fare. Points will not be earned on other fees or charges which do not form part of the Member’s base fare. These include (but may not be limited to) credit card surcharges, baggage charges, unaccompanied minor fees, fees associated with pets travelling and fees associated with changing flights, cancelling flights or providing a fare refund.

10.7.3 Unless otherwise specified, Points are not earned for the following:

(a) for tickets which are unused (in whole or part) or refunded (in whole or part). If a Member does not travel on all Flight Sectors of an Itinerary, they will not earn Points in respect of the unused Flight Sectors;

(b) for others flying with the Member (even if the Member has paid for their ticket);

(c) travel on Charter Flights (unless otherwise specified at time of booking);

(d) flights purchased as part of a packaged holiday (such as through Virgin Australia Holidays);

(e) Reward Seat tickets;

(f) tickets issued by other loyalty programs;

(g) travel industry rebated tickets;

(h) competition prize tickets;

(i) tickets acquired at an auction;

(j) travel by Virgin Australia team members on duty or on staff concessional travel;

(k) travel under certain Government or corporate travel arrangements;

(l) tickets which are subject to any specific provisions excluding the accumulation of Points which may include, for example and without limitation, discounted or complimentary tickets; or

(m) ground or sea transport services with a Virgin Australia or Airline Partner flight number.

10.7.4 Exclusions from earning Points on Virgin Australia and Airline Partner services are subject to change at our absolute discretion.

**10.8 Purchasing Points to redeem a Reward with Velocity Points Booster**

10.8.1 If Members do not have the Points required to redeem a particular Reward, they may purchase Points to redeem the Reward, subject to the following terms and conditions:

(a) the number of Points purchased must not exceed 20% of the number of Points required to redeem the Reward, rounded up to the closest multiple of 500 Points;

(b) the Points may only be purchased to redeem a specific Reward;

(c) each purchase must be for a minimum of 500 Points and a maximum of 50,000 Points;

(d) a member may purchase Points no more than twice per Calendar Year; and

(e) the Points will be allocated to the Membership Account of the Member purchasing them;

10.8.2 The purchase of Points in accordance with this clause 10.8.1 does not guarantee the availability of the desired Reward.

10.8.3 Once Points have been purchased, the amount paid is non-refundable.

10.8.4 Points do not have a cash value and cannot be converted into cash. They cannot be sold, transferred or exchanged other than in accordance with these Terms and Conditions. The price paid for Points does not represent a monetary value for the Points.

**10.9 Expiry of Points due to Inactivity**

10.9.1 A Member's Points will expire the later of:

(a) 36 months after the date of last Account Activity, where last Account Activity occurs before 1 June 2016; or

(b) 24 months after the date of last Account Activity, where last Account Activity occurs on or after 1 June 2016.

10.9.2 Expiry of Points will not result in closure of a Membership Account.

10.9.3 VRPL will use reasonable endeavours to provide the Member with prior written notification that the Member’s Points will expire shortly unless the Member engages in Account Activity.

10.9.4 Points cannot be re-credited once they have expired.

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**11. VELOCITY ESTORE**

**11.1 General**

11.1.1 The Velocity eStore is run in conjunction with ICLP. Use of the Velocity eStore is subject to any terms and conditions published by ICLP on the Velocity eStore or linked from the Velocity eStore from time to time.

11.1.2 Purchases of goods and services at the Velocity eStore are subject to the terms and conditions of the Retailer from whom they are purchased including, but not limited to, delivery and return policies.

11.1.3 ICLP will source and manage Retailers that will offer products and services for sale at the Velocity eStore.

11.1.4 Only Members who supply their Membership Number and password are permitted to access the Velocity eStore.

**11.2 Configuration Requirements for the Velocity eStore**

11.2.1 It is a condition of use of the Velocity eStore that Members agree to the use of cookies to track and record purchases made by them at the Velocity eStore. It is a Member’s responsibility to ensure that cookies are turned on in their browser and that the security settings in their browser allow the use of cookies.

**11.3 Earning Points through the Velocity eStore**

11.3.1 Members can only earn Points for purchases they make through the Velocity eStore:

(a) after becoming a Member;

(b) when an individual is a current Member;

(c) after the date that the Velocity eStore joined the Rewards program;

(d) after the date the relevant Retailer becomes available at the Velocity eStore;

(e) by logging in to their Membership Account at the Velocity eStore, using their Membership Number and password; and

(f) by accessing the Retailer’s site via a link from the Velocity eStore.

11.3.2 The Retailer’s Purchase Conditions may specify that Points may not be earned, or may be earned at different rates, for certain goods or services purchased through the Velocity eStore. It is a Member’s responsibility to review the specific Purchase Conditions for each Retailer on the Velocity eStore before making their purchase.

11.3.3 Points earned on an eligible purchase will be credited to the Member's Membership Account within 30 days.

11.3.4 VRPL may stipulate the calculation of Points per dollar spent or allocate fixed Points in relation to activity at the Velocity eStore.

11.3.5 A Member can only nominate one Membership Number for each purchase they make via the Velocity eStore.

**11.4 Display of Points Earned from the Velocity eStore**

11.4.1 A Member’s purchases are tracked and reported back to VRPL and ICLP by the Retailer.

11.4.2 Following a purchase, Members will be sent an email confirming their purchase and that their Points are “pending” approval from the Retailer.

11.4.3 Once a purchase has been approved by the Retailer, Points will be posted as "approved" and transferred to a Member’s Membership Account. The process of approving purchases and approving Points is at the absolute discretion of the Retailer, and the sole responsibility of the Retailer, from whom a purchase is made.

11.4.4 If the Retailer advises VRPL of one or more of the following:

(a) purchase is cancelled by a Member;

(b) purchased goods are returned to the Retailer by a Member;

(c) invalid eVoucher or payment method was used at point of sale;

(d) invalid or ineligible purchase conditions;

(e) purchased goods are cancelled by Retailer due to a cookie attribution conflict; or,

(f) sale was cancelled due to fraudulent, deceptive or misleading behavior by a Member;

the Points allocated for the purchase may be cancelled. The Points will then be removed from the Member’s Membership Account.

11.4.5 All enquiries regarding discrepancies with respect to Points from the Velocity eStore are to be directed to the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm).

11.4.6 Should VRPL or ICLP suspect fraudulent or suspicious activity in relation to a Member’s Membership Account, VRPL may terminate or suspend the Member’s Membership Account at any time in accordance with clause 9.1.

**11.5 Purchases on the Velocity eStore**

11.5.1 Points may not be redeemed for the purchase of goods and services through the Velocity eStore.

11.5.2 The purchase price of all goods and services offered for sale at the Velocity eStore is in the currency specified by the Retailer. Members must check with the Retailer if they are in any doubt regarding the currency of their purchase.

11.5.3 Prices may be subject to fluctuation at any time.

11.5.4 All information and data displayed at the Velocity eStore is offered for information purposes only and is binding only to the extent that the contents of any such information or data is expressly incorporated in writing in the Terms and Conditions.

11.5.5 If Members have any questions regarding their purchase, or complaints, they must contact the Retailer directly.

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**12. POINTS TRANSFER - FAMILY**

12.1 A Member can transfer Points from their Membership Account to the Membership Account of any of their Eligible Family Members (**Points Transfer - Family**).

12.2 Any Points Transfer - Family is subject to the following conditions:

11.2.1 Members are entitled to a maximum of four Points Transfers each year from their Membership Account;

12.2.2 each Points Transfer must be for a minimum of 5,000 Points and a maximum of 100,000 Points;

12.2.3 Members can perform a Points Transfer for free online but a fee (in accordance with the [Fee Schedule](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule)) will apply when transferring Points via the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm);

12.2.4 Members agree to ensure that they enter correct details before completing the Points Transfer; and

12.2.5 Points Transfers cannot be reversed once made, even if the Member has entered incorrect details.

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**13. POINTS TRANSFER - AIRLINES**

13.1 A Member can transfer Points from their Velocity Membership Account to their membership account of the following eligible Airline Loyalty Programs (**Points Transfer - Airlines**):

13.1.1 PPS Club / KrisFlyer – Singapore Airlines.

13.2 A Member can receive a transfer of Points to their Velocity Membership account from their membership account of the following eligible Airline Loyalty Programs (**Points Transfer - Airlines**):

13.2.1 PPS Club / KrisFlyer – Singapore Airlines.

13.3 Before a Member can transfer Points, or receive a transfer of Points, they are required to link both their Velocity Membership Account and the membership account of the eligible Airline Loyalty Program. This can be done either:

13.3.1 By logging into their Membership Account at the Velocity Website and registering the appropriate details; or

13.3.2 By logging into their membership account of the eligible Airline Loyalty Program and registering the appropriate details.

13.4 Both the Velocity Membership Account and the membership account of the eligible Airline Loyalty Program must:

13.4.1 Have the identical first name;

13.4.2 Have the identical surname; and

13.4.3 Have the same date of birth for the Member.

13.5 Any Points Transfer - Airlines are subject to the following conditions:

13.5.1 Each Points Transfer from a Member’s Velocity Membership Account must be for a minimum of 5,000 Points.

13.5.2 VRPL reserves the right to restrict the number of Points transfers each year from a Member’s Velocity Membership Account.

13.5.3 VRPL reserves the right to restrict and amend the minimum and maximum number of Points required for transfer from a Member’s Velocity Membership Account.

13.5.4 Members can perform Points Transfers from their Velocity Membership Account for free online but a fee (in accordance with the [Fee Schedule](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm)) will apply when transferring Points via the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm).

13.5.5 Members agree to ensure that they enter correct details before completing the Points Transfer.

13.5.6 Points Transfers cannot be reversed once made, even if the Member has entered incorrect details.

13.5.7 VRPL reserves the right to amend the rate to which Points are converted between a Member’s Velocity Membership Account and the membership account of the eligible Airline Loyalty Program.

13.6 A Member can unlink both their Velocity Membership Account and the membership account of the eligible Airline Loyalty Program. This can be done either:

13.6.1 By logging into their Membership Account at the Velocity Website and following the appropriate unlink process; or,

13.6.2 By logging into their membership account of the eligible Airline Loyalty Program and following the appropriate unlink process.

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**14. FAMILY POOLING**

14.1 All Members are entitled to participate in a Points or Points and Status Credits Family Pooling arrangement consisting of one Beneficiary Account and up to five Contributing Accounts (**Family Pool**), in which Points or Points and Status Credits may be pooled from Contributing Accounts to the Beneficiary Account.

14.2 Subject to clauses 14.3 and 14.4, a Family Pool may consist of a maximum of six Members, one of which is the Beneficiary Account.

14.3 A maximum of two Members of the Family Pool may be 18 years or over in age. If the Beneficiary Account belongs to a Member aged 18 years or over, they can have a maximum of one Contributing Account belonging to a Member aged 18 years or over.

14.4 A maximum of four Members of the Family Pool may be under 17 years of age. If the Beneficiary Account belongs to a Member aged 17 years or under, they can have a maximum of three Contributing Accounts belonging to Members aged 18 years or under.

14.5 A maximum of five (5) new Contributing Accounts may be linked to a Beneficiary Account in any Calendar Year.

14.6 A Contributing Account may be linked to a maximum of two (2) new Beneficiary Accounts in any Calendar Year.

14.7 Once a Contributing Account has nominated a new Beneficiary Account, there are no restrictions on the number of times that Contributing Account may be added to, or removed from the Beneficiary Account.

14.8 If a Member of a Family Pool relationship turns 18 years of age and this results in the Family Pool having three Members 18 years or older, that Member will be automatically removed from the pool. If the family prefers to remove a different adult Member from the Family Pool, they may modify the Family Pool prior to the Member turning 18 years of age under in accordance with clause 14.14.

14.9 The Beneficiary Account and Contributing Accounts must be held by Members of a family living at the same residential address.

14.10 The Family Pool is for the use of Eligible Family Members only and cannot be used for commercial purposes or by commercial entities.

14.11 Contributing Accounts must pool all of their Points or Points and Status Credits to the Beneficiary Account.

14.12 When a Contributing Account is added to a Family Pool, the change will be effective from 00:01 (AEST) on the date the Family Pool is established. All of a Contributing Account’s Points or Points and Status Credits will be pooled to the Beneficiary Account from this date.

14.13 When a Contributing Accounts is removed from a Family Pool, the change will be effective from 23:59 (AEST) on the date the change is made. The Contributing Account’s Points or Points and Status Credits will no longer be pooled to the Beneficiary Account from this date.

14.14 Points or Points and Status Credits, which are earned by a Contributing Account by:

14.14.1 a Points Transfer under clause 12 and/or 13; or

14.14.2 from Retro Claims, where the Family Pool was in existence at the time of travel, will be automatically transferred to the Beneficiary Account.

14.15 A Member with a Beneficiary Account may only participate in one Family Pool but is entitled to perform Points Transfers in accordance with clauses 12 and 13.

14.16 Points and Status Credits allocated to a Membership Account prior to nomination of that Membership Account as a Contributing Account will not be transferred to the Beneficiary Account.

14.17 Only Points and Status Credits earned from eligible flights and eligible transactions, which are flown or completed after a Family Pool has been created, will be transferred to a Beneficiary Account.

14.18 VRPL may, at any time and at its discretion, determine that a Family Pool is not compliant with the Terms and Conditions and cancel any part or all of the Family Pool.

14.19 Members can create, modify or cancel a Family Pool at any time on the My Account section of the Velocity Website, so long as the modified Family Pool remains compliant with this clause. The Beneficiary Account and Contributing Accounts will be notified by email to the email address associated with the Membership Account when any update is made to a Family Pool to which the Beneficiary Account or Contributing Account belongs.

14.20 Points or Points and Status Credits automatically transferred to a Beneficiary Account cannot be reversed.

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**15. REDEEMING POINTS FOR REWARDS**

15.1 In the Terms and Conditions, references to the redemption of Points are references to the Member’s request to VRPL to manage the process under which a Program Partner is directed to supply an eligible Reward to the Member in accordance with eligibility criteria set out on the Velocity Website from time to time.

15.2 Points may only be redeemed in the manner set out on the Velocity Website.

15.3 Without limiting the above, VRPL may, at any time, apply or change any additional terms regarding the redemption of Points for particular types of Rewards in accordance with clause 3.

15.4 The number of Points held in the Member’s Membership Account must be sufficient for the particular Reward requested by the Member at the time of processing their redemption request.

15.5 The number of Points to be redeemed and monetary value required for a particular Reward is set out on the Velocity Website and is subject to change.

15.6 Conditions and travel restrictions apply for all Air Rewards purchased using Points, or Points + Pay, as set out in clause 16 of the Terms and Conditions.

15.7 We may, in our absolute discretion, at any time without notice and without liability:

15.7.1 alter the number of Points required to obtain a particular Reward;

15.7.2 impose times in which Rewards will not be available;

15.7.3 make any changes (including withholdings and cancellations) to Rewards and their availability (including by limiting, withdrawing, modifying, cancelling or increasing the availability) from time to time;

15.7.4 withdraw, cancel, withhold, replace, substitute, deny access to, or use of, or in any way change any of the Rewards previously advertised, offered to or accepted by any Member without notice; and/or

15.7.5 impose additional restrictions on a Reward or conditions for obtaining a Reward in accordance with clause 3.

15.7.6 supply a substitute Reward that is different from the particular Reward a Member has requested. VRPL will endeavour to ensure that any substitute Rewards will be of a comparable value and nature to the Reward requested by the Member and will attempt to obtain the Member’s agreement to the substitute Reward.

15.8 All Rewards are subject to availability and restrictions imposed from time to time by the supplier of the Rewards. Separate terms and conditions may govern the Member’s relationship with Program Partners and the supply of Rewards.

15.9 VRPL will take reasonable care when advertising available Rewards.

15.10 Rewards are not manufactured or supplied by VRPL and VRPL makes no commitments regarding the supply of particular Rewards. Without limitation, VRPL cannot guarantee the availability of particular Rewards to meet any redemption request except for Platinum Guaranteed Reward Seats and Gold Guaranteed Reward Seats.

15.11 Should a Member have any claim regarding the quality or otherwise of a Reward, the Member should direct that claim to the supplier of that Reward.

15.12 VRPL may receive a payment from Program Partners to enable the provision of Rewards to Members.

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**16. REDEEMING POINTS FOR AIR REWARDS**

**16.1 General**

16.1.1 Redeeming Points for Air Rewards is subject to clause 15 of these Terms and Conditions relating to Redeeming Points for Rewards.

16.1.2 The number of Points required to redeem an Air Reward, and the Fare Rules applicable to that Air Reward, may be different depending on the type of Air Reward chosen (i.e. Reward Seat, Any Seat, Any Seat, Any Airline, or Tigerair Australia Redemption). It is recommended that Members consider the Fare Rules and terms and conditions for each type of Air Reward before making a booking.

16.1.3 When redeeming Points for Air Rewards via the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm), an additional non-refundable fee may be charged. Fees and charges are listed in the [Fee Schedule.](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule)

16.1.4 Conditions and travel restrictions may apply for Air Rewards purchased using Points. For Reward Seat, Any Seat and Any Seat, Any Airline, these conditions and travel restrictions are set out on the Velocity Website. For conditions and travel restrictions which apply for Tigerair Australia Redemptions, these are set out in Tigerair Australia’s conditions of carriage, which are available on the [Tigerair website](http://www.tigerair.com/au/en/conditions_carriage.php).

16.1.5 Redemption of Air Rewards is subject to seat availability at the time of booking.

16.1.6 Redemption pricing for Air Rewards is subject to change at our discretion and may vary based on the route, fare class, airline flown, time of booking, date and time of travel.

16.1.7 Where there is Reward Seat availability, the redemption of Air Rewards can be made up to 24 hours prior to flight departure for Virgin Australia International Long Haul flights and up to 4 hours prior to flight departure for Virgin Australia Domestic and Virgin Australia International Short Haul flights. Where there is Reward Seat availability, the redemption of Air Rewards on Airline Partners can be made up to 24 hours prior to flight departure.

16.1.8 If the Member is 15 years of age or younger, Air Rewards redemptions must be made on their behalf by their parent or legal guardian. Bookings for other travellers aged 15 years or younger must be made on behalf of the traveller by the parent or legal guardian. Restrictions and conditions apply to [unaccompanied minors](http://www.virginaustralia.com/au/en/plan/special-needs-assistance/children-travelling-alone/) for some Air Rewards. Airline Partners may apply different restrictions, conditions and definitions of what constitutes an “unaccompanied minor”.

16.1.9 Children and infants under 12 years of age may receive a discount subject to the relevant Fare Rules for the type of Air Reward redeemed.

16.1.10 The [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) may supply an Air Reward quotation upon request. Such quotations are not binding upon VRPL or Airline Partners until such time as a confirmed Air Rewards booking is created.

16.1.11 A Member may redeem their Points to acquire an Air Reward for a person other than the Member.

16.1.12 Additional baggage charges may apply and are payable in addition to Points redeemed. The baggage fees applicable will be the fees published on the Marketing Carrier’s website on the date a Member makes their booking. Complimentary baggage allowances may apply to some fare types.

16.1.13 Additional conditions for redeeming Air Rewards may apply and VRPL may change the additional conditions in accordance with clause 3.

16.1.14 Waitlisting is not available on Air Reward bookings.

16.1.15 An Air Reward Itinerary must contain no more than a total of 16 Flight Sectors and Surface Sectors.

16.1.16 An Air Reward Itinerary cannot contain more than one Flight Sector that departs from the first departure point listed in the Itinerary. For example, an Air Reward Itinerary may contain a Journey from Brisbane to Melbourne returning to Brisbane. However, an Air Reward Itinerary may not contain a Journey from Brisbane to Melbourne returning to Brisbane and continuing from Brisbane onto Sydney.

16.1.17 Air Rewards may have a Points Only and/or Points + Pay option for redemption. Members can elect which option they would like to use to make their redemption.

16.1.18 For the Points Only option, the number of Points specified for the acquisition of that Air Reward is the total number of Points required in order to redeem that Air Reward booking and no further amount will be payable.

16.1.19 The Points + Pay option will require the combined redemption of the number of Points specified and payment on a Member’s Accepted Payment Card of the amount specified in order to book the Air Reward. Minimum Points thresholds will apply. Cheques, cash, Virgin Australia gift vouchers and Travel Bank account payments will not be accepted. Where the payment required on a Member’s Accepted Payment Card is equal to or more than $50 for a Reward Seat, Any Seat and Any Seat, Any Airline bookings, Members will be charged a Booking and Service fee.

16.1.20 For Tigerair Australia Redemptions, Members will be charged a Booking and Service fee when making payment with an Accepted Payment Card.

16.1.21 When redeeming Points for Air Rewards, Members may be eligible to use their Points for other flight related ancillary items.

**16.2 Redeeming Points for Reward Seats**

16.2.1 Redeeming Points for Reward Seats are subject to clause 16.1 of these Terms and Conditions relating to Redeeming Points for Air Rewards.

16.2.2 The Points (or Points + Pay) required to redeem a Reward Seat are calculated according to the route, number of Flight Sectors and durtion of stopovers between Flight Sectors, cabin class, airline and distance flown in conjunction with the [Reward Seat Points tables](https://www.velocityfrequentflyer.com/content/Redeem/Airlines/PointsTables/index.htm).

16.2.3 Ticketing restrictions may apply for certain Airline Partners. As a result, some Airline Partners’ flights may not be combined with other Airline Partners’ flights in the same Reward Seat Itinerary.

16.2.4 Children aged 2 years or older, and infants who require a seat, will be charged the same number of Points as an adult for a Reward Seat.

16.2.5 Once a Reward Seat booking is made, cancellations and date, time and route changes are subject to the [Reward Seat Fare Rules](https://www.velocityfrequentflyer.com/content/Info/rewardseatfarerules/index.htm).

16.2.6 Once travel has commenced, bookings are non-refundable. The Reward Seat is considered used, even if some Flight Sectors are not completed. Points will not be refunded to the Member's account for unused Flight Sectors.

16.2.7 Name changes are not permitted.

16.2.8 Reward Seats are subject to capacity controls and availability is limited. Virgin Australia limits the number of Reward Seats available to Members at its absolute discretion. Some flights may not have any Reward Seats available. If a Reward Seat is not available on a flight, Members may choose another flight, date or destination that has a Reward Seat available.

16.2.9 Reward Seats must be booked using the airline code (e.g. VA for Virgin Australia) of the airline operating the flight unless otherwise specified by VRPL. Unless otherwise specified by VRPL, Reward Seats are not available on Codeshare Flights or Charter Flights.

16.2.10 A Reward Seat booking cannot be converted into an Any Seat booking. An Any Seat booking cannot be converted into a Reward Seat booking.

16.2.11 Reward Seat and Any Seat fares cannot be combined into the one booking.

16.2.12 Where a Member has used Points Only to redeem a Reward Seat booking, subject to the relevant Fare Rules, any refunds due to the Member will be credited back into the Membership Account the Points were deducted from.

16.2.13 Where a Member has used Points + Pay to redeem a Reward Seat booking, subject to the relevant Fare Rules, the Member may receive a refund of the Points + Pay components. Any Points refund will be credited back into the Membership Account and any pay component will be refunded either to a Travel Bank account or to the Accepted Payment Card the payment was originally deducted from.

**16.3 Redeeming Points for Any Seat Rewards**

16.3.1 Redeeming Points for an Any Seat Reward are subject to clause 16.1 of these Terms and Conditions relating to Redeeming Points for Air Rewards.

16.3.2 Any Seat bookings for travel on Airline Partners may be redeemed on Codeshare Flights as specified by VRPL.

16.3.3 Fare Rules, terms and conditions of carriage and any other conditions for individual Any Seat bookings are set by the Marketing Carrier.

16.3.4 An Any Seat booking cannot be converted into a Reward Seat booking.

16.3.5 Any Seat and Reward Seat fares cannot be combined into the one booking.

16.3.6 Where a Member has used Points Only or Points + Pay to redeem an Any Seat booking, subject to the relevant Fare Rules, any refunds due to the Member will be stored as credit in the Member’s Travel Bank account. The credit will be stored as a dollar value which represents the unused refundable portion of the Any Seat ticket or booking (allocated by Virgin Australia based on the original fare or commercial ticket value as referred to in the Marketing Carrier’s Fare Rules), less any applicable cancellation fee (or refund fee) set out in the Marketing Carrier’s Fare Rules.

**16.4 Redeeming Points for Any Seat, Any Airline Rewards**

16.4.1 All Members are entitled to redeem Points for flights on eligible airlines located anywhere in the world (Any Seat, Any Airline).

16.4.2 In order to redeem Points for a flight under Any Seat, Any Airline:

(a) the eligible airline must allow:

(i) bookings to be made via a Global Distribution System or website; and

(ii) accept payment at the time of booking, including by Accepted Payment Card;

(b) the Member must have a sufficient number of Points in their Membership Account at the time of booking to cover the entire cost of the booking with either:

(i) Points Only; or

(ii) Points + Pay using an Acceptable Payment Card, in which case minimum Points thresholds will apply; and

(c) there must be the necessary seat availability on that flight.

16.4.3 A Member can redeem an Any Seat, Any Airline flight by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) at least 7 days prior to the desired date of departure. A booking fee will be charged, which may include a ticketing fee and service fee per passenger. Fees and charges are listed in the [Fee Schedule.](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule)

16.4.4 An Any Seat, Any Airline redemption cannot be ticketed on the same Itinerary as a Program Partner award redemption and will be treated as a separate booking.

16.4.5 Any booking changes, cancellations or refunds, are governed by the Fare Rules and terms and conditions of carriage applicable to that booking.

16.4.6 Where a Member has used Points or Points + Pay to redeem an Any Seat, Any Airline booking, subject to the relevant Fare Rules, any refunds due to the Member will be stored as credit in the Member’s Travel Bank account. The credit will be stored as a dollar value which represents the unused refundable portion of the Any Seat, Any Airline ticket or booking (allocated by Virgin Australia based on the original fare or commercial ticket value as referred to in the Fare Rules), less any applicable cancellation fee (or refund fee) and any fees applicable to making the original booking set out in the Fare Rules.

**16.5 Redeeming Points for Tigerair Australia Redemptions**

16.5.1 All Members are entitled to redeem Points for flights as a Tigerair Australia Redemption.

16.5.2 Members may use Points Only or Points + Pay to redeem a Tigerair Australia Redemption.

16.5.3 Members must use a minimum of 3,100 Points to redeem a Tigerair Australia Redemption.

16.5.4 The number of Points required to redeem a Tigerair Australia Redemption will be quoted when the Member makes a booking inquiry and will not be calculated according to the Flight Sector distance.

16.5.5 A Tigerair Australia Redemption booking must always be booked as a separate booking and cannot be booked on an Itinerary with another Air Reward or Airline Partner.

16.5.6 All Tigerair Australia Redemption bookings are governed by Tigerair Australia’s conditions of carriage and Fare Rules which are available on the Tigerair Australia Website.

16.5.7 A Member can redeem a Tigerair Australia Redemption on the Tigerair Australia Website or by calling the Membership Contact Centre between 07:30 - 22:30 (AEDT) daily at least 4 hours prior to the desired time of departure.

16.5.8 When booking, changing or servicing a Tigerair Australia Redemption via the Membership Contact Centre, the fees and charges listed in the Fee Schedule will apply.

16.5.9 When booking, changing or servicing a Tigerair Australia Redemption via the Tigerair Australia Website, the fees and charges listed on the Tigerair Australia Website will apply.

16.5.10 A Tigerair Australia Redemption booking cannot be converted into any other type of Air Reward. A Reward Seat, Any Seat or Any Seat, Any Airline booking cannot be converted into a Tigerair Australia Redemption booking.

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**17. VELOCITY FREQUENT FLYER REWARDS STORE**

17.1 Products will only be available through the Rewards Store from the time We post the entry in relation to the Product on the Rewards Store.

17.2 A Product may become unavailable before We process a Member’s order and delivery form.

17.3 When redeeming Points for Rewards Store products via the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm), an additional non-refundable fee may be charged. Fees and charges are listed in the [Fee Schedule](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule).

17.4 Orders for Products may be cancelled if a Member cancels an order for Products through the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) and the cancellation is received by APLA before APLA despatches the order to the relevant supplier.

17.5 Products ordered through the Rewards Store will not be despatched until the Accepted Payment Card payment (where relevant) for that Product has been authorised by the relevant merchant bank and APLA and the relevant Points have been deducted from the Member’s Membership Account.

17.6 All delivery addresses which a Member provides for purchases through the Rewards Store must be physical addresses in Australia or New Zealand. Post office box addresses will not be accepted. Deliveries will not be made outside New Zealand and Australia.

17.7 APLA will endeavour to deliver Products purchased through the Rewards Store within 14 working days (excluding public holidays) of the completion of the order (including Accepted Payment Card authorisation and confirmation of the availability of sufficient Points).

17.8 If APLA is unable to deliver a Product ordered by the Member through the Rewards Store, APLA will endeavour to agree an alternate delivery arrangement with the Member. If APLA has made three unsuccessful attempts to deliver a Product ordered by the Member, APLA will return the Product to the supplier, and:

17.8.1 any monetary funds paid towards the cost of any Product will be refunded to the Accepted Payment Card (excluding all delivery charges); and

17.8.2 the Points cost of the Product will be reinstated (excluding all delivery charges).

17.9 It is a condition of Membership that Members agree to direct all enquiries regarding discrepancies with respect to payments for purchases from the Rewards Store to the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) within six months from the date of the relevant purchase.

17.10 Products may have a Points Only and/or Points + Pay option for redemption. Members can elect which option they would like to use to make their redemption.

17.11 For the Points Only option, the number of Points specified for the acquisition of that Product is the total number of Points required in order to redeem that Product, and no further amount will be payable.

17.12 The Points + Pay option will require the combined redemption of the number of Points specified and payment on a Member’s Accepted Payment Card of the amount specified in order to acquire the Product. Minimum Points thresholds will apply. Cheques, cash, Virgin Australia gift vouchers or Travel Bank payments will not be accepted.

17.13 Unless the terms of use of a particular Product provide otherwise, all Products in the form of certificates must be used by the expiry date shown on the certificate.

17.14 Products will not be replaced if stolen, lost, damaged, destroyed or otherwise altered after delivery to the delivery address nominated by the Member.

17.15 Subject to clause 17.14 and any statutory rights which the Member may have and which cannot be excluded:

17.15.1 Members must return any Products purchased through the Rewards Store which are faulty, damaged or unfit for use within seven working days of delivery in order for Us to assist the Member to claim an exchange or refund;

17.15.2 in respect of any such exchange, We will endeavour to organise for the collection of the faulty, damaged or unfit Product and to arrange for the despatch of a replacement at no further cost to the Member;

17.15.3 if a Member requests a refund in respect of any such Product, We will, on return of it within a seven working days' period, refund the purchase price (including delivery charges and returned cost) and make the necessary adjustment to the Member’s Points, and Approved Payment Card payment arrangements;

17.15.4 adjustments to a Member’s Points may take up to seven working days to be effected; and

17.15.5 if a Member does not return any faulty, damaged or unfit Products within seven working days of delivery, there will not be any Points adjustment and any rights the Member may have shall be limited to those under the relevant manufacturer's/originator's warranties applicable to that Product and must be directed to the relevant manufacturer/originator - We do not provide warranty services.

17.16 To remove doubt, Our obligations under clause 16.15 are not obligations assumed as a supplier of Products, but additional commitments We have undertaken in consideration of a Member’s use of the Rewards Store.

**17.17 Points Redemption for Alcohol Products**

17.17.1 Members must be 18 years or over to redeem Points for alcoholic products through the Rewards Store.

17.17.2 It is against the law to sell or supply alcohol to, or to obtain alcohol for or on behalf of, a person under the age of 18 years.

17.17.3 Orders for alcoholic products (including gift cards which are only able to be redeemed at merchants that sell alcohol) are fulfilled by licensed suppliers.

17.17.4 By ordering alcoholic products through the Velocity Rewards Store, you warrant that:

(a) you are aged 18 years or over; and

(b) any person for whom you are obtaining the alcohol products, or to whom you will supply the alcohol products, is aged 18 years or over.

17.17.5 The licensed supplier, or its delivery agent, of the alcoholic products that have been ordered by the Member, may:

(a) require the recipient to produce photographic identification to prove that the recipient is at least 18 years of age; and

(b) refuse to deliver the alcoholic products if adequate proof of age is not supplied. If such delivery is refused, the Points redeemed by the Member for that purchase will be forfeited.

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**18. GUARANTEED REWARD SEATS FOR AN ANNUAL FAMILY TRIP**

18.1 Velocity Platinum and Gold Members are eligible for Guaranteed Reward Seats for an annual family trip and are subject to the Terms and Conditions in this clause 18.

**18.2 Gold Guaranteed Reward Seat for an Annual Family Trip**

18.2.1 VRPL guarantees that Gold Members can make one Reward Seat booking for up to four guests on Economy Class return flights on any Virgin Australia Domestic route, in each Benefit Period (**Gold Guaranteed Reward Seats**).

18.8.2 The Gold Member must be included and travelling in the booking for the Gold Guaranteed Reward Seats and the Points must be redeemed from their Gold Membership Account.

18.8.3 If the Gold Member chooses to redeem Gold Guaranteed Reward Seats for an annual family trip, the Gold Member must contact the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) to request a booking.

18.2.4 If the Gold Member chooses to redeem Gold Guaranteed Reward Seats, the following conditions apply:

(a) The request must:

 (i) include the desired departure and return dates, destination and number of guests travelling;

(ii) be made at least six months prior to the desired date of departure; and

(iii) allow for a three day booking window for each Flight Sector (one day either side of the desired departure and return dates).

(b) If there is no direct flight available from the Gold Member's desired airport of departure in Australia, VRPL may offer to fly the Gold Member and their travelling guests to a more suitable Australian airport for departure, at VRPL’s expense.

18.2.5 The entitlement to the Gold Guaranteed Reward Seats will expire if not redeemed (by making a booking in accordance with clause 18.2.4) before the Gold Member’s next Review Date. The travel dates for flights in the booking for the Gold Guaranteed Reward Seats are not required to be within the current Benefit Period.

18.2.6 Gold Members, who are placed on Membership Pause for Parental Leave, may continue to redeem Gold Guaranteed Reward Seats prior to their expiry. The travel dates for flights in the booking for the Gold Guaranteed Reward Seats for an Annual Family Trip are not required to be within the Membership Pause for Parental Leave Period.

18.2.7 Members who accept Pilot Gold Membership or Explore Gold Membership are not entitled to Gold Guaranteed Rewards Seats during their Pilot Gold Membership or Explore Gold Membership Period..

**18.3 Platinum Guaranteed Reward Seats for an Annual Family Trip**

18.3.1 VRPL guarantees that Platinum Members can make one Reward Seat booking for up to four guests on Economy Class return flights either:

(a) on any Virgin Australia Domestic route; or

(b) departing from Australia (or from New Zealand if the Platinum Member is a New Zealand resident) to an Any International destination to which Virgin Australia or a Virgin Australia Codeshare Flight flies,

in each Benefit Period (**Platinum Guaranteed Reward Seats**).

18.3.2 The Platinum Member must be included and travelling in the booking for the Platinum Guaranteed Reward Seats and the Points must be redeemed from their Platinum Membership Account.

18.3.3 If the Platinum Member chooses to redeem Platinum Guaranteed Reward Seats for an annual family trip, the Platinum Member must contact the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) to request a booking.

18.3.4 If the Platinum Member chooses to redeem Platinum Guaranteed Reward Seats on Virgin Australia Domestic flights, the following conditions apply:

(a) The request must:

(i) include the desired departure and return dates, destination and number of guests travelling;

(ii) be made at least six months prior to the desired date of departure; and

(iii) allow for a three day booking window for each Flight Sector (one day either side of the desired departure and return dates).

(b) If there is no direct flight available from the Platinum Member's desired airport of departure in Australia, VRPL may offer to fly the Platinum Member and their travelling guests to a more suitable Australian airport for departure, at VRPL’s expense.

18.3.5 If the Platinum Member chooses to redeem Platinum Guaranteed Reward Seats on Any International flights, the following conditions apply:

(a) The request must:

(i) include the desired departure and return dates, destination and number of guests travelling;

(ii) be made at least six months prior to the desired date of departure; and

(iii) allow for a seven day booking window for each Flight Sector (three days either side of the desired departure and return dates).

(b) The airline and flight will be chosen at our discretion.

(c) If there is no direct flight available from the Platinum Member's desired airport of departure in Australia, VRPL may offer to fly the Platinum Member and their travelling guests to a more suitable Australian airport for departure, at VRPL’s expense.

18.3.6 The entitlement to the Platinum Guaranteed Reward Seats will expire if not redeemed (by making a booking in accordance with clause 18.3.4 for Virgin Australia Domestic flights or clause 18.3.5 for Any International flights) before the Platinum Member’s next Review Date. The travel dates for flights in the booking for the Platinum Guaranteed Reward Seats for an Annual Family Trip are not required to be within the current Benefit Period.

18.3.7 Platinum Members, who are placed on Membership Pause for Parental Leave, may continue to redeem Platinum Guaranteed Reward Seats prior to their expiry. The travel dates for flights in the booking for the Platinum Guaranteed Reward Seats for an Annual Family Trip are not required to be within the Membership Pause for Parental Leave Period.

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**19. VELOCITY FREQUENT FLYER COMPLIMENTARY PARTNER MEMBERSHIP**

19.1 Platinum and Gold Members are entitled to enrol once into each of:

19.1.1 one car hire loyalty program with a Program Partner (**Car Hire Partner Program**); and

19.1.2 one hotel loyalty program with a Program Partner (**Hotel Partner Program**);

at no charge for a minimum of 12 months in accordance with this clause (**Complimentary Partner Membership**).

19.2 Complimentary Partner Membership is provided once to all Platinum and Gold Members when they:

(a) upgrade to Gold Membership Level; or

(b) upgrade to Platinum Membership Level.

19.3 Complimentary Partner Membership with a Car Hire and/or Hotel Partner Program is not offered to Members who maintain their Platinum or Gold Membership Level if they have previously selected a Complimentary Partner Membership with a Car Hire and/or Hotel Partner Program.

19.4 The membership level for the minimum 12 months of Complimentary Partner Membership will be equivalent to the Membership Level in Velocity Frequent Flyer, as determined by the relevant Program Partner. At the end of the period, Complimentary Partner Membership will end. Eligibility for continued membership in the Program Partner’s loyalty program and the membership level after the minimum 12 months of Complimentary Partner Membership will be determined in accordance with clause 19.9.

19.5 By enrolling in the Complimentary Partner Membership, the Member accepts the terms and conditions of that Program Partner’s program or service. The Member is bound by the Program Partner's terms and conditions for the duration of their Complimentary Partner Membership.

19.6 When a Complimentary Partner Membership request is made via the Velocity Website, the Member authorises VRPL and Virgin Australia to provide the Member's Personal Information to the selected Program Partner for Complimentary Partner Membership purposes, including responding to requests from the Program Partner to successfully complete enrolment in the Complimentary Partner Membership, in accordance with clause 30.

19.7 All Members enrolled in a Complimentary Partner Membership will have their Membership Number entered and Velocity Frequent Flyer selected as their loyalty program of choice for the purpose of earning Points through eligible transactions with the relevant Program Partner during the period of Complimentary Partner Membership (and will not earn equivalent credits with the other membership program). Unless a Member contacts the Program Partner and elects to nominate an alternative loyalty program, this nomination of Velocity Frequent Flyer will continue once the period of Complimentary Partner Membership has ended.

19.8 The Member will receive a welcome letter and or email from the Program Partner confirming their Complimentary Partner Membership.

19.9 A Member’s eligibility for continued membership, and membership level, in the Program Partner’s loyalty program after the minimum 12 months of Complimentary Partner Membership ends will be subject to the Member fulfilling the standard program requirements outlined in the relevant Car Hire Partner Program or Hotel Partner Program's terms & conditions to maintain the relevant membership level in the Car Hire Partner Program or Hotel Partner Program. The relevant Program Partner will conduct a review according to the terms and conditions of the relevant Car Hire Partner Program or Hotel Partner Program. If the Member does not fulfil the requirements to retain their membership level in the Car Hire Partner Program or Hotel Partner Program, the Member may continue as a member of the Car Hire Partner Program or Hotel Partner Program, but their status may be downgraded within the Car Hire Partner Program or Hotel Partner Program. Continued membership is subject to the relevant Program Partner's terms and conditions. Virgin Australia and VRPL are not involved in the continued membership, including status reviews or setting fees.

19.10 A downgrade or upgrade to a different Membership Level of Velocity Frequent Flyer during the period of Complimentary Partner Membership will not affect the validity of any existing Complimentary Partner Membership. If the Member has become eligible for a different level of membership offered by the Program Partner in Car Hire Partner Program, Hotel Partner Program and wishes to enrol in that membership level, the Member can complete this enrolment through the “My Benefits” section of the Velocity Website.

19.11 If a Member is an existing member of the Car Hire Partner Program, Hotel Partner Program, Members should advise the Program Partner, who may endeavour to identify the existing account details for enrolment in a Complimentary Partner Membership, instead of creating a duplicate membership record.

19.12 VRPL and Virgin Australia are not responsible for the delivery of Car Hire Partner Programs, Hotel Partner Programs (including the provision of membership benefits in the Partner Program). VRPL and Virgin Australia accept no liability in respect of a Member's participation in and Complimentary Partner Membership or any continued membership after the period of Complimentary Partner Membership ends.

19.13 Members who accept Pilot Gold Membership or Explore Gold Membership are not entitled to Complimentary Partner Membership during their Pilot Gold Membership or Explore Gold Membership Period.

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**20. UPGRADEME POINTS**

**20.1 General**

20.1.1 Flight upgrades using Points on Flight Sectors where Virgin Australia is the Marketing Carrier and operates the flights are subject to capacity controls and availability is limited. UpgradeMe Points flight upgrades will be allocated to a Member based on the availability at the time of booking (**UpgradeMe Points**).

20.1.2 UpgradeMe Points flight upgrades can be redeemed by a Member for their own use or for the use of other guests. The Points used to redeem an UpgradeMe Points flight upgrade will be deducted from the Member’s Membership Account at the time of processing.

20.1.3 A Member must have sufficient Points in their Membership Account for the requested upgrade at the time they request the UpgradeMe Points flight upgrade. If the request is to upgrade multiple passengers within a booking, the required Points must all come from one Membership account.

20.1.4 VRPL reserves the right to alter, at any time and at its discretion, the number of Points required to redeem an UpgradeMe Points flight upgrade.

20.1.5 Members will earn Status Credits and Points based on the original fare class booked for flights where an UpgradeMe Points flight upgrade has been redeemed.

20.1.6 UpgradeMe Points flight upgrades are not available on:

(a) Reward Seats;

(b) Virgin Australia Codeshare Flights;

(c) any Virgin Australia flight where an airline other than Virgin Australia has issued the Itinerary;

(d) flights operated by any airline other than Virgin Australia;

(e) Virgin Australia bookings where there are no Velocity Membership Numbers recorded for any of the passengers travelling;

(f) group bookings;

(g) fares ineligible to earn both Points and Status Credits, such as:

(i) travel industry reduced fare tickets;

(ii) prize tickets; or

(iii) any other promotional offers.

20.1.7 The following conditions apply to the use of UpgradesMe Points flight upgrades:

(a) UpgradeMe Points flight upgrades cannot be used in conjunction with an open dated ticket;

(b) the Fare Rules applicable to the fare originally purchased will apply up until departure, irrespective of upgraded class of travel;

(c) full catering and special meals may not be available in the upgraded class of travel;

(d) any additional services purchased as part of the original purchased fare will be forfeited and are non- refundable; and

(e) if an UpgradeMe Points flight upgrade is requested on two or more individual Flight Sectors shown on an Itinerary, the Points required will be calculated and quoted separately for each Flight Sector.

**20.2 Virgin Australia Domestic**

20.2.1 All Members are entitled to redeem Points for an UpgradeMe Points flight upgrade to Business Class on Virgin Australia Domestic flights when a Freedom, Elevate or Getaway Fare is purchased, by redeeming Points at the rates set out in the [Domestic Flight Upgrades table](https://www.velocityfrequentflyer.com/content/Redeem/FlightUpgrades/upgrademe-points/index.htm) available on the Velocity Website.

20.2.2 UpgradeMe Points flight upgrades for Virgin Australia Domestic flights can be redeemed online or by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) no later than 2 hours prior to the desired time of departure.

20.2.3 Members who are unable to secure a confirmed UpgradeMe Points flight upgrade on a Virgin Australia Domestic flight may be able to register to waitlist for an upgrade.

**20.3 Virgin Australia International Short Haul**

20.3.1 All Members are entitled to redeem Points for an UpgradeMe Points flight upgrade to Business Class on Virgin Australia International Short Haul flights when a Freedom, Getaway or Go Plus Fare is purchased, by redeeming Points at the rates set out in the [International Short Haul Flight Upgrades table](https://www.velocityfrequentflyer.com/content/Redeem/FlightUpgrades/upgrademe-points/index.htm) available on the Velocity website.

20.3.2 UpgradeMe Points flight upgrades for Virgin Australia International Short Haul flights can be redeemed online or by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) no later than 2 hours prior to the desired time of departure.

20.3.3 Members who are unable to secure a confirmed UpgradeMe Points flight upgrade on a Virgin Australia International Short Haul flight may be able to register to waitlist for an upgrade.

**20.4 Virgin Australia International Long Haul**

20.4.1 Platinum and Gold Members are entitled to redeem Points for an UpgradeMe Points flight upgrade to Premium Economy Class or Business Class on Virgin Australia International Long Haul flights, by redeeming Points at the rates set out in the [International Long Haul Flight Upgrades table](https://www.velocityfrequentflyer.com/content/Redeem/FlightUpgrades/upgrademe-points/index.htm) available on the Velocity Website.

20.4.2 The following conditions apply to the use of Virgin Australia International Long Haul UpgradeMe Points flight upgrades:

(a) UpgradeMe Points flight upgrades will only apply to Virgin Australia International Long Haul Fares booked in Freedom, Premium and Premium Saver Fares;

(b) UpgradeMe Points flight upgrades may only be used to obtain an upgrade as follows:

(i) from a Freedom Fare to the Premium Economy cabin or to the Business cabin; and

(ii) from a Premium Saver Fare or Premium Fare to the Business cabin, and the Fare Rules applicable to the original booking will continue to apply.

20.4.3 UpgradeMe Points flight upgrades for Virgin Australia International Long Haul flights can be redeemed online or by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) no later than 2 hours prior to the desired time of departure.

20.4.4 Platinum and Gold Members who are unable to secure a confirmed UpgradeMe Points flight upgrade on a Virgin Australia International Long Haul flight may be able to register to waitlist for an upgrade.

**20.5 Virgin Australia Domestic – Upgrades at the Virgin Australia Lounge**

20.5.1 Members may be permitted to an UpgradeMe Points flight upgrade at Virgin Australia Lounges at the rates set out in the [Domestic Flight Upgrades table](https://www.velocityfrequentflyer.com/content/Redeem/FlightUpgrades/upgrademe-points/index.htm) available on the Velocity Website. UpgradeMe Points flight upgrades at the Virgin Australia Lounge are only available for Virgin Australia Domestic flights.

20.5.2 Only Members who have access to the Virgin Australia Lounge may request an UpgradeMe Points flight upgrade at Virgin Australia Lounges. For the avoidance of doubt, Members may not request an UpgradeMe Points flight upgrade at lounges operated by other airlines including lounges operated by Virgin Australia’s Airline Partners.

20.5.3 Only Members who have purchased Freedom, Elevate or Getaway Fares are entitled to an UpgradeMe Points flight upgrade at Virgin Australia Lounges.

20.5.4 Members who request an UpgradeMe Points flight upgrade at Virgin Australia Lounges may only request a one-class upgrade from Economy Class to Business Class on flights where Virgin Australia is the Marketing Carrier and operates the flight.

20.5.5 UpgradeMe Points flight upgrades at Virgin Australia Lounges are only available for individual Flight Sectors. For example UpgradeMe Points flight upgrades at the Virgin Australia Lounge would only be available for the first Flight Sector (Perth to Sydney) of a Perth to Brisbane Journey via Sydney.

20.5.6 Members may only request UpgradeMe Points flight upgrades at Virgin Australia Lounges between 2 hours prior to a flight’s scheduled departure time until 40 minutes prior to the flight’s scheduled departure time.

20.5.7 UpgradeMe Points flight upgrades issued at Virgin Australia Lounges are non-refundable and the Member will forfeit any Points used to redeem the UpgradeMe Points flight upgrade if changes or cancellations are requested.

20.5.8 The provision of Business Class upgrades at the Virgin Australia Lounge is subject to availability of the applicable booking class and operational requirements. Full catering and special meals may not be available in the upgraded class.

20.5.9 Virgin Australia may restrict this facility without prior notice.

20.5.10 Waitlisting is not permitted for UpgradeMe Points flight upgrades at Virgin Australia Lounges.

**20.6 Changes and Cancellations to UpgradeMe Points**

20.6.1 Members can make changes and cancellations to their UpgradeMe Points flight upgrades by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm).

20.6.2 If there is more than 24 hours before the flight’s scheduled departure:

(a) Subject to seat availability, Members are permitted to make changes to a confirmed UpgradeMe Points flight upgrade, by paying the applicable fee specified in the [Fee Schedule](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule); or

(b) Members are permitted to cancel a confirmed UpgradeMe Points flight upgrade, and revert to the original fare provided the original fare is still available on that Flight Sector, by paying the applicable fee specified in the [Fee Schedule](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule). The Points used to redeem the UpgradeMe Points flight upgrade will be refunded to the original Membership Account.

20.6.3 Members who cancel or change a confirmed UpgradeMe Points flight upgrade within 24 hours of the flight’s scheduled departure, or fail to board a flight for which an UpgradeMe Points flight upgrade has been confirmed (no-show), will forfeit the Points used to redeem the UpgradeMe Points flight upgrade.

**20.7 UpgradeMe Points Waitlist**

20.7.1 All Members are eligible to register a waitlist for an UpgradeMe Points flight upgrade subject to the Terms and Conditions in this clause 20.

20.7.2 Waitlist requests will only be accepted when it is not possible to secure a confirmed UpgradeMe Points flight upgrade on an eligible Virgin Australia flight.

20.7.3 Eligible Members can register a waitlist for an UpgradeMe Points flight upgrade by:

(a) accessing their booking on the Virgin Australia Website; or

(b) calling the Membership Contact Centre at least 4 hours prior to the time of departure of the desired flight.

20.7.4 UpgradeMe Points waitlist requests may be waitlisted at any time following ticket issuance from 331 days to 4 hours before flight departure.

20.7.5 Eligible Members can register a waitlist for an UpgradeMe Points flight upgrade for their own use or for the use of other guests. Only once the waitlist is successful, will the required Points be deducted from the Membership Account which was nominated at the time of registration. Members who do not have sufficient Points in their Membership Account at the time the waitlist is successful will not be eligible for the requested upgrade. Platinum Members who do not have sufficient Points in their Membership Account at the time the waitlist is successful are not permitted to redeem an UpgradeMe Platinum Member Offer.

20.7.6 When registering a waitlist for an UpgradeMe Points flight upgrade, the request must be for all passengers travelling on each flight sector. It is not possible to request a waitlist for an UpgradeMe Points flight upgrade for an individual passenger in a multi-passenger booking.

20.7.7 Subject to Reward Seat availability in the requested class of service, waitlist requests may be confirmed within the following timeframes in accordance with a Member’s Velocity Membership Level:

|  |  |
| --- | --- |
| **Membership Level** | **Waitlist Confirmation Time** |
| Platinum | From 5 days to 4 hours prior to scheduled flight departure time |
| Gold | From 3 days to 4 hours prior to scheduled flight departure time |
| Silver | From 2 days to 4 hours prior to scheduled flight departure time |
| Red | From 2 days to 4 hours prior to scheduled flight departure time |

20.7.8 No upgrade waitlist requests will be considered or confirmed prior to the confirmation times indicated in the table above.

20.7.9 A waitlist request will be cancelled if:

(a) a voluntary date or time change is made to the flight in the booking;

(b) the booking is cancelled; or

(c) an involuntary schedule change occurs to the flight and the departure or arrival port of the flight is changed.

20.7.10 UpgradeMe Points Waitlist requests are not available for:

(a) UpgradeMe Points flight upgrade requests at Virgin Australia Lounges;

(b) Virgin Australia operated flights departing from Abu Dhabi; and

(c) Passengers booked to travel on a Virgin Australia International Long Haul flight where there is no Platinum or Gold Velocity Members booked in the same Itinerary.

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**21. STATUS CREDITS**

**21.1 General**

21.1.1 Status Credits:

(a) do not have any cash value and are not convertible into cash;

(b) are solely a unit of measurement adopted by us and do not form a contractual right, property or currency;

(c) are not subject to a Member’s direction, control or other entitlement;

(d) cannot be purchased;

(e) can only be earned by Members;

(f) have earn methods and rates which may be limited, withdrawn, modified, cancelled, increased or otherwise amended from time to time by Us.

21.1.2 A Member may earn Status Credits only in relation to the following:

(a) eligible Virgin Australia flights travelled from the Member’s join date and up to 30 days prior to the Member’s join date;

(b) eligible Airline Partner flights travelled from the Member’s join date; and

(c) Any eligible Airline Partner flights travelled within 30 days prior to the Member’s join date; and

(d) eligible Status Credits Partner Transactions from the Member’s join date.

21.1.3 Except as provided elsewhere in these Terms and Conditions, or as otherwise specified by us, Status Credits may be credited only to the account of the Member who has taken an eligible flight.

21.1.4 Members may check the number of Status Credits in their Membership Account by accessing their Membership Account. (For details on how to access and update a Membership Account, see clause 5.3.)

21.1.5 To earn Status Credits (where eligible) a Member will need to provide the relevant Airline Partner or Virgin Australia (as applicable) with their Membership Number at the time of reservation and the Member may need to show their Membership Card at the time of check-in.

21.1.6 It is the responsibility of the Member to ensure the name on their Membership Account matches:

(a) their valid passport name; and

(b) the name recorded on their Virgin Australia and/or Airline Partner Itinerary. If the Member fails to ensure the above, Status Credits may not be earned.

21.1.7 Family Pooling of Status Credits is subject to the Terms and Conditions outlined in clause 14.

21.1.8 A Member’s Membership Level may change depending on how many Status Credits they have earned.

21.1.9 Status Credits cannot be used to redeem Rewards.

21.1.10 Status Credits are tracked and listed separately in a Member’s Membership Account for the sole purpose of determining their Membership Level.

21.1.11 Status Credits are valid for 365 days from

(a) the travel date of the eligible flight, or

(b)the date that the Status Credits earned from a Status Credits Partner Transaction are credited to the Velocity Membership Account.

21.1.12 Without incurring any liability to a Member, We may reverse or cancel Status Credits which have been allocated to the Member through a breach of the Terms and Conditions by the Member or otherwise incorrectly.

21.1.13 Status Credits can only be earned through eligible transactions with Program Partners as defined on the Velocity Website or in any additional circumstances published by or on behalf of us from time to time.

21.1.14 Status Credits will be awarded to Members based on the fare class ticketed and travelled. If a Member upgrades to a higher cabin of travel by means other than by paying the full fare difference between the original fare class ticketed and the new higher cabin fare, the Status Credit earn rate for the original fare class ticketed will be applied.

21.1.15 Status Credits are not earned on all Airline Partners.

**21.2 Allocation of Status Credits**

21.2.1 Status Credits earned from eligible flights where Virgin Australia is the Marketing Carrier and operates the flight will be credited within 7 days of completed travel.

21.2.2 There may be some delay between eligible transactions with Program Partners and the allocation of Status Credits into a Member’s Membership Account.

21.2.3 Status Credits earned with a Status Credits Partner will be credited on a monthly basis or as otherwise specified in the Status Credits Partner terms and conditions.

21.2.4 We will not allocate Status Credits (and may reverse any allocation) in respect of any transaction which is the subject of a cancellation, refund, or which has been allocated in error.

21.2.5 If a Member is also a member of another Airline Partner loyalty program, they may only earn either Status Credits in Velocity Frequent Flyer or status credits (or other equivalent credits) in the Program Partner’s program for any flight with the Airline Partner unless otherwise specified by us. We will not allocate Status Credits for transactions which are also the subject of credits in such other program. VRPL and Virgin Australia are in no way responsible for the operation of these other programs and any benefits under these other programs are subject to the terms and conditions of those programs.

21.2.6 Specific limits regarding Status Credits for specific types of transactions are set out in the Terms and Conditions, including on the Velocity Website. We may, at any time, change the terms in accordance with clause 3, including (without limitation) by applying additional terms in respect of the availability of, and eligibility for, Status Credits.

21.2.7 Transactions which qualify for Status Credits and the basis upon which Status Credits are earned differ amongst Airline Partners and may vary depending on the Member’s Membership Level within Velocity Frequent Flyer. The earn rates from time to time of transactions with various Program Partners are outlined on the Velocity Website.

21.2.8 All enquiries regarding allocating Status Credits must be directed to the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) within six months from the date of any activity giving rise to the Member’s enquiry. We are not required to take any action in relation to an enquiry which is not made within six months after the activity that the Member’s enquiry relates to.

**21.3 Status Credits for Infants**

21.3.1 Members under the age of 2 years who do not travel in their own paid seat on a Virgin Australia or Airline Partner flight will not be entitled to earn any Status Credits.

**21.4 Other Restrictions**

21.4.1 Status Credits may not be earned or may be earned at different rates for Codeshare Flights. Please see the Velocity Website for full details.

21.4.2 Unless otherwise specified, Status Credits are not earned for the following:

(a) tickets which are unused (in whole or part) or refunded (in whole or part). If the Member does not travel on all Flight Sectors of an Itinerary, the Member will not earn Status Credits in respect of the unused Flight Sectors;

(b) others flying with the Member (even if the Member has paid for their ticket);

(c) travel on Charter Flights (unless otherwise specified at time of booking);

(d) Reward Seat tickets;

(e) tickets issued by other loyalty programs;

(f) travel industry rebated tickets;

(g) competition prize tickets;

(h) tickets acquired at an auction;

(i) travel by Virgin Australia team members on duty or on staff concessional travel;

(j) tickets which are subject to any specific provisions excluding the accumulation Status Credits which may include, for example and without limitation, discounted or complimentary tickets; or

(k) ground or sea transport services with a Virgin Australia or Airline Partner flight number.

21.4.3 Exclusions from earning Status Credits on Virgin Australia and Airline Partners are subject to change at our absolute discretion.

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**22. MEMBERSHIP LEVELS**

**22.1 Membership levels**

22.1.1 New Members enter the Velocity Frequent Flyer Program at the Membership Level of Red. During their Membership, Members may then qualify for higher Membership Levels such as Silver, Gold and Platinum. The method of attaining these higher Membership Levels is set out in the Terms and Conditions.

22.1.2 An individual can only be a Member of one Membership Level at any one time.

22.1.3 We may upgrade, downgrade or maintain a Member's Membership Level in our absolute discretion.

22.1.4 To either maintain or upgrade to a Silver, Gold or Platinum Membership, a Member needs to fly the required number of Eligible Sectors and earn the number of Status Credits as set out below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Membership Level** | **To Upgrade** | | **To Maintain** | |
| **Status Credits** | **Eligible Sectors** | **Status Credits** | **Eligible Sectors** |
| Silver | 250 | 2 | 200 | 2 |
| Gold | 500 | 4 | 400 | 4 |
| Platinum | 1,000 | 8 | 800 | 8 |

**22.2 Eligible Sectors**

22.2.1 Where a Member travels on a flight where Virgin Australia is the Marketing Carrier (irrespective of whether the Journey consists of Virgin Australia Domestic, Virgin Australia International Short Haul or Virgin Australia International Long Haul Flight Sectors), each Flight Sector will be considered an Eligible Sector.

22.2.2 Eligible Sectors are determined by us at our sole discretion and we may exclude any travel, tickets and fares outlined in clause 21.4 from eligibility to earn Status Credits.

22.2.3 Eligible Sectors exclude:

(a) flights which have been booked as a Reward Seat; or

(b) flights on a Virgin Australia aircraft, where another airline’s flight number is entered on the Itinerary, unless that flight is specified by us as an Eligible Sector.

**22.3 Daily Status Review**

With Velocity Frequent Flyer’s Daily Status Review, a Member’s Membership Level is assessed daily based on their Status Credits and Eligible Sector balances to determine if the Member is eligible to upgrade. A Member’s Status Credit and Eligible Sector balance is calculated based on the number of Status Credits earned and Eligible Sectors flown in the previous 365 days.

**22.4 Status Credits and Eligible Sectors Required to Upgrade to a Higher Membership Level**

On any given day, if the total number of Status Credits earned and Eligible Sectors flown during the previous 365 days meets the upgrade criteria in clause 22.1.4, the Member will be upgraded to that Membership Level for the Benefit Period.

**22.5 Status Credits Required to Maintain a Membership Level**

On each Review Date, if the total number of Status Credits earned and Eligible Sectors flown during the previous 365 days meets the criteria in clause 22.1.4 to maintain a Member’s current Membership Level, then they will maintain that Membership Level for the Benefit Period after the Review Date.

**22.6 Downgrading a Membership Level**

22.6.1 If the total number of Status Credits earned and Eligible Sectors flown at a Member’s Review Date does not meet the criteria in clause 22.1.4 to maintain their current Membership Level, then the Member’s Membership Level will be downgraded to the Membership Level below their current Membership Level.

22.6.2 In respect of any adjustment to a lower Membership Level, a Member will continue to enjoy the Member Benefits of their previous Membership Level for a one month grace period.

22.6.3 If a Member earns the required number of Status Credits in clause 22.1.4, however they do not meet the required number of Eligible Sectors, their Membership Level will be downgraded. Likewise, if a Member flies the required number of Eligible Sectors in clause 22.1.4, however they do not meet the required number of Status Credits, their Membership Level will be downgraded.

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**23. MEMBER BENEFITS**

**23.1 General**

A full list of Member Benefits is set out on the Velocity Website. Member Benefits may be amended from time to time without prior notice to Members.

**23.2 Pilot Gold and Explore Gold**

23.2.1 Selected Members who have not earned sufficient Status Credits to upgrade to Gold Membership may be offered Pilot Gold Membership for a three month trial period (**Pilot Gold Membership**).

23.2.2 Selected Members who may be offered Explore Gold membership for a three month trial period and who accept the offer and meet all relevant eligibility requirements of the offer (**Explore Gold Membership**).

23.2.3 The Terms and Conditions will apply to Members who have received an offer of Pilot Gold Membership or Explopre Gold Membership. If a Member accepts the offer, they agree to be bound by the Terms and Conditions.

23.2.4 Members who are offered Pilot Gold Membership or Explore Gold Membership will be given Gold Membership for a three month period (**Pilot Gold or Explore Gold Membership Period**) and will receive all of the Member Benefits of Gold Membership during this time, other than those Gold Member Benefits set out in clause 23.2. of these Terms and Conditions.

23.2.5 The following Gold Member Benefits are excluded from Pilot Gold Membership and Explore Gold Membership:

(a) Complimentary Partner Memberships;

(b) Guaranteed Reward Seat; and

(c) Membership Pause for Parental Leave.

23.2.6 Velocity may offer Pilot Gold Membership or Explore Gold Membership to Members in our sole discretion.

23.2.7 Members who accept Pilot Gold Membership or Explore Gold Membership will continue to earn Status Credits, Points and Eligible Sectors in the same way as other Members during the Pilot Gold Membership Period.

23.2.8 During the Pilot Gold or Explore Gold Membership Period, the Member’s Status Credit balance will reflect the number of Status Credits, Points and Eligible Sectors earned since upgrading to Pilot Gold Membership or Explore Gold Membership.

23.2.9 Members will maintain Gold Membership for a further 12 month period following the Pilot Gold Review Date or Explore Gold Review Date if they meet the criteria set out in clause 23.2.10. The Member’s Review Date will then be set to 12 months following the Pilot Gold Review Date or Explore Gold Review Date.

23.2.10 To maintain Gold Membership for a further 12 months after the Pilot Gold Review Date or Explore Gold Review Date, Members must:

(a) earn 80 Status Credits; and

(b) fly at least one Eligible Sector,

during the period of Pilot Gold Membership or Explore Gold Membership.

23.2.11 Members who maintain Gold Membership following their Pilot Gold Review Date or Explore Gold Review Date will be subject to the Terms and Conditions relating to maintaining Gold Membership.

23.2.12 If Members do not meet the criteria set out in clause 23.2.10 during the Pilot Gold or Explore Gold Membership Period, Membership will be renewed at the Silver Membership Level for a period of 12 months. The Member’s Review Date will then be set to 12 months following the Pilot Gold or Explore Gold Review Date.

23.2.13 The Terms and Conditions will continue to apply to a Member’s Membership Account, other than as expressly stated in this clause 23.2.

**23.3 Complimentary Single Entry Lounge Pass**

23.3.1 We may provide a Member with complimentary Virgin Australia Lounge entry from time to time (**Complimentary Single Entry Lounge Pass**).

23.3.2 Provision of Complimentary Single Entry Lounge Passes will be in Our sole discretion.

23.3.3 Complimentary Single Entry Lounge Passes issued will be loaded onto the Member’s Membership Card and will expire twelve months after the date of issue.

23.3.4 For access to a Virgin Australia Lounge, Members must present their Membership Card together with their Itinerary or boarding pass for their onward Virgin Australia Domestic flight on the day of travel.

23.3.5 Complimentary Single Entry Lounge Passes are non-transferable and must be used either:

(a) by the Member; or

(b) where the Member is otherwise entitled to access the Virgin Australia Lounge, by a guest accompanying the Member into the Virgin Australia Lounge.

23.3.6 Access to the Virgin Australia Lounge is only permitted on the day of travel on Virgin Australia and is at the discretion of the Virgin Australia Lounge staff and is subject to any capacity restraints that may be imposed.

**23.4 Priority Waitlist**

23.4.1 In the event that all seats in the desired cabin of a Virgin Australia marketed and operated flight are fully booked, all Platinum, Gold and Silver Members are entitled to make a waitlist booking for a seat in that cabin. If a seat becomes available in the desired cabin, priority to purchase that seat will be given to Members according to their Membership Level in the following order: Platinum Members first, then Gold Members, then Silver Members and then other passengers (**Priority Waitlist**).

23.4.2 Priority Waitlist applies only to bookings made for full fares in the Economy Class, Premium Economy Class or Business Class cabins on Virgin Australia marketed and operated flights.

23.4.3 A Priority Waitlist booking does not guarantee that a seat will be made available to a Member for purchase.

**23.5 Fly Ahead**

**Until 30 November 2016**

23.5.1 In the event that a Platinum or Gold member, who has a confirmed seat for a Virgin Australia Domestic flight, arrives at the Virgin Australia Lounge on the day of travel in time to be carried on an earlier Virgin Australia Domestic flight, the member is entitled to make a request that they, and an accompanying guest in the same booking, be carried on that earlier flight (**Fly Ahead**).

23.5.2 The request for Fly Ahead must be made to a Virgin Australia staff member at the Virgin Australia Lounge.

23.5.3 Fly Ahead requests are only available for individual Flight Sectors departing from the Virgin Australia Lounge location at which the request is made.

23.5.4 Fly Ahead requests are not available to Members travelling on group bookings.

23.5.5 Fulfilment of a Member’s request is not guaranteed and is subject to the following conditions:

(a) the Member and the accompanying guest (if applicable) must both hold fully paid confirmed seats on the same Virgin Australia Domestic flight to the same ultimate Any Domestic destination;

(b) the Fly Ahead flight selection must be made at least 30 minutes before departure while the flight is still open for check-in and the Member and guest only carry hand luggage and agree that catering is not guaranteed;

(c) routing changes to the Fly Ahead flight are not permitted and must remain as a single Flight Sector;

(d) there are available seats in the same fare class or a lower fare class than the fare class originally purchased by the Member, on the eligible Fly Ahead flight; and

(e) no guests on the earlier Virgin Australia Domestic flight are displaced.

23.5.6 If the request is granted and the Member and their accompanying guest (if applicable) are moved to an earlier Virgin Australia Domestic flight in a lower class than the fare class originally purchased, which may also include a lower cabin class than the cabin class originally ticketed, no refund will be provided on that ticket.

**From 01 December 2016**

23.5.7 In the event that a Platinum or Gold Member, who has a confirmed seat for a Virgin Australia Domestic flight, arrives at either the Virgin Australia Lounge, Priority check-in or Service Desk or kiosk (where kiosk Fly Ahead functionality is available) on the day of travel in time to be carried on an earlier Virgin Australia Domestic flight, the Member is entitled to make a request that they, and 3 accompanying guests on the same booking, be carried on that earlier flight (Fly Ahead).

23.5.8 The request for Fly Ahead must be made at the Virgin Australia Lounge or kiosk (where kiosk Fly Ahead functionality is available) for Members with no check-in baggage; or at the Virgin Australia Priority check-in counter or Service Desk for members who have baggage and have not yet checked in.

23.5.9 Fly Ahead cannot be requested at the Lounge for Members who have check-in baggage or at a mid-way point of a connecting journey.

23.5.10 Fly Ahead requests are only available for individual Flight Sectors departing from the location at which the request is made.

23.5.11 Fly Ahead requests are not available to Members travelling on group bookings, Getaway Fares or bookings in Fare Classes S, M or T.

23.5.12 Fulfilment of a Member’s request is not guaranteed and is subject to the following conditions:

(a) the Member and the accompanying guest(s) (if applicable) must hold fully paid confirmed seats on the same Virgin Australia Domestic flight to the same ultimate Any Domestic destination;

(b) the Fly Ahead flight selection must be made at least 30 minutes before departure while the flight is still open for check-in and the Member and guest (s) agree that catering is not guaranteed;

(c) routing changes to the Fly Ahead flight are not permitted and must remain as a single Flight Sector;

(d) there are available seats in the same cabin as the cabin originally purchased by the Member, on the eligible Fly Ahead flight; and

(e) no guests on the earlier Virgin Australia Domestic flight are displaced.

23.5.13 If the request is granted and the Member and their accompanying guest(s) (if applicable) are moved to an earlier Virgin Australia Domestic flight in a lower class than the fare class originally purchased, which may also include a lower cabin class than the cabin class originally ticketed, no refund will be provided on that ticket.

**23.6 Virgin Australia Lounge Access**

23.6.1 Platinum and Gold Members are entitled to complimentary access to the Virgin Australia Lounge.

23.6.2 Members under the age of 18 years must be accompanied by an adult when visiting the Virgin Australia Lounge. Virgin Australia Lounge membership and entry to the Virgin Australia Lounge is subject to the terms and conditions of the Virgin Australia Lounge as amended from time to time and available on the Virgin Australia Lounge Website.

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**24. ADDITIONAL MEMBER BENEFITS FOR PLATINUM MEMBERS**

**24.1 Priority Economy Seat Purchase**

24.1.1 In the event there are no available seats in the Economy Class cabin on a Virgin Australia International Short Haul, Virgin Australia International Long Haul or Virgin Australia Domestic flight, Platinum Members are entitled to call the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) to book and purchase up to a maximum of two Freedom Fare seats on that flight (**Priority Economy Seat Purchase**).

24.1.2 In order to book a Priority Economy Seat Purchase, the Platinum Member must be included in the Priority Economy Seat Purchase booking and must be travelling.

24.1.3 The Priority Economy Seat Purchase applies only to Freedom Fare seats (Reward Seats are excluded).

24.1.4 The booking request for a Priority Economy Seat Purchase must be made no later than midday (in the time zone of the proposed port of departure) on the day prior to the proposed date of departure by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) and cannot be made at any airport service desk or online through the Velocity Website.

24.1.5 The Priority Economy Seat Purchase facility may be restricted without prior notice, for example (without limitation) on certain routes or under special circumstances (including natural disasters).

**24.2 UpgradeMe Platinum Member Offer**

24.2.1 In each Benefit Period, Platinum Members are entitled to redeem a flight upgrade from Economy Class to Business Class on four Virgin Australia Domestic or Virgin Australia International Short Haul Flight Sectors (**UpgradeMe Platinum Member Offer**) when a Freedom Fare is purchased. For the avoidance of doubt, a single direct flight between Melbourne and Sydney is one Flight Sector and will require redemption of one UpgradeMe Platinum Member Offer. A Journey from Perth to Brisbane via Sydney will require redemption of two UpgradeMe Platinum Member Offers if a Member decides to upgrade both Flight Sectors.

24.2.2 An UpgradeMe Platinum Member Offer flight upgrade can be redeemed:

(a) by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm), either at the time of booking or to upgrade an existing booking. UpgradeMe Platinum Member Offer flight upgrade requests may be made any time up to 2 hours prior to the departure of the nominated flight; or

(b) by requesting a flight upgrade at the Virgin Australia Lounge for Virgin Australia Domestic flights on the same day of travel, until 40 minutes prior to the flight’s scheduled departure time.

24.2.3 UpgradeMe Platinum Member Offer flight upgrades are not available on:

(a) Reward Seats;

(b) Virgin Australia Codeshare Flights;

(c) Any Virgin Australia flight where an airline other than Virgin Australia has issued the Itinerary;

(d) Group bookings

(e) Fares ineligible to earn both Points and Status Credits, such as:

(iv) Travel industry reduced fare tickets;

(v) Prize tickets; or

(vi) Any other promotional offers.

24.2.4 Subject to seat availability, Members are permitted to make changes to a confirmed UpgradeMe Platinum Member Offer flight upgrade more than 24 hours before the flight’s scheduled departure at no charge.

24.2.5 Members are permitted to cancel a confirmed UpgradeMe Platinum Member Offer flight upgrade more than 24 hours before the flight’s scheduled departure, and revert to the original fare provided the original fare is still available on that Flight Sector. The UpgradeMe Platinum Member Offer will be recredited to the Member’s Membership Account on the condition that it has not expired.

24.2.6 If a Member cancels or changes (subject to availability) a confirmed UpgradeMe Platinum Member Offer within 24 hours before the flight’s scheduled departure, or fails to board a flight for which a UpgradeMe Platinum Member Offer has been confirmed (no- show), the Member will forfeit the UpgradeMe Platinum Member Offer.

24.2.7 If a Member cancels a confirmed UpgradeMe Platinum Member Offer within 24 hours before the flight’s scheduled departure, the Member may revert to the original fare provided the original fare is still available on that Flight Sector.

24.2.8 UpgradeMe Platinum Member Offers will expire if not redeemed (by making a booking in accordance with clause 24.2.2) before the Member’s next Review Date. The travel dates for UpgradeMe Platinum Member Offer flight upgrades are not required to be within the current Benefit Period.

24.2.9 Platinum Members, who are placed on Membership Pause for Parental Leave, may continue to redeem any remaining UpgradeMe Platinum Member Offers prior to their expiry. The travel dates for UpgradeMe Platinum Member Offer flight upgrades are not required to be within the Membership Pause for Parental Leave Period.

24.2.10 Platinum Members may choose to redeem an UpgradeMe Platinum Member Offer for guests who are travelling with them on the same flight.

24.2.11 UpgradeMe Platinum Member Offers are subject to the availability of seats assigned for upgrades by Virgin Australia. Some flights may have no upgrades available.

24.2.12 Platinum Members will earn Status Credits and Points for UpgradeMe Platinum Member Offer flights based on the original fare class booked in the lower cabin.

24.2.13 If a Member requests to redeem an UpgradeMe Platinum Member Offer at a Virgin Australia Lounge, and no UpgradeMe Platinum Member Offer is available within the Member's Membership Account at the time of redemption and the Member has proceeded with the upgrade, the required Points will be calculated and deducted from the Member’s Velocity Frequent Flyer Membership Account for the Flight Sector upgraded in accordance with clause 20.5.

24.2.14 The provision of Business Class upgrades at the Virgin Australia Lounge is subject to availability of the applicable booking class and airport operational requirements.

24.2.15 Waitlisting is not permitted for Platinum Members who are unable to secure an UpgradeMe Platinum Member Offer.

24.2.16 Virgin Australia may restrict this facility without prior notice.

**24.3 Companion Gold Membership and Companion Platinum Membership**

24.3.1 These Terms and Conditions apply to Companion Gold Membership and Companion Platinum Membership.

24.3.2 When a Platinum Member earns 500 Status Credits over and above the required number of Status Credits to maintain their Platinum Membership Level (800 Status Credits) within their Benefit Period (total 1,300 Status Credits), the Member is entitled to nominate a family member or friend who is a Member to a Gold level of Membership (**Companion Gold Membership**).

24.3.3 When a Platinum Member earns 1,000 Status Credits over and above the required number of Status Credits to maintain their Platinum Membership Level (800 Status Credits) within their Benefit Period (total 1,800 Status Credits), their nominated Companion Gold Member will automatically be upgraded to Platinum Membership (**Companion Platinum Membership**) within 7 days. If the Platinum Member hasn’t previously nominated a Companion Gold Member, then they are entitled to nominate a Companion Platinum Member.

24.3.4 A Platinum Member may nominate a Companion Gold Membership or a Companion Platinum Membership by calling the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) at any time up until 12 months after the date the Platinum Member becomes entitled to redeem the Companion Gold Membership or Companion Platinum Membership.

24.3.5 When a Member is upgraded to Companion Gold Membership or Companion Platinum Membership:

(a) the nominated companion Member will be notified by email of the upgrade; and

(b) the Platinum Member is unable to change the nominated companion Member, including when the Companion Gold Member is upgraded to Companion Platinum Membership, except when the nominated companion's Membership is closed due to extenuating circumstances, such as death.

24.3.6 A Companion Gold Membership or Companion Platinum Membership is valid for a period of 12 months from the date of the upgrade to Companion Gold Membership or Companion Platinum Membership. At the conclusion of the 12 month period, if the companion Member has not been nominated for Companion Gold Membership or Companion Platinum Membership for a further 12 months, their Membership Level will be assessed on their achievement of the required number of Status Credits and Eligible Sectors flown in accordance with clause 22.1.4.

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**25. MEMBERSHIP PAUSE FOR PARENTAL LEAVE**

25.1 All Platinum, Gold and Silver Members who wish to spend time caring or preparing for a child under the age of 2 to join their family (including adoption) may apply to have their Membership Account paused for six months in order to maintain their Membership Level (**Membership Pause for Parental Leave**).

25.2 All Members are entitled to apply for Membership Pause for Parental Leave once for each child (subject to clause 25.9), up until that child reaches the age of 2 years. There may be up to two Member parents on Membership Pause for Parental Leave, for the same child, at any one time.

25.3 During the six-month term of the Membership Pause for Parental Leave, a Member:

25.3.1 may not request to be taken off the Membership Pause for Parental Leave at any time;

25.3.2 may continue to earn and redeem Points;

25.3.3 may continue to earn Status Credits;

25.3.4 will continue to have existing Status Credits removed from the Member’s Membership Account once the Status Credits reach their 365 days’ validity; and

25.3.5 cannot be upgraded to a higher Membership Level by earning sufficient Status Credits and flying the required number of Eligible Sectors, in accordance with clause 22.1.4.

25.4 At the end of the six months Membership Pause for Parental Leave a Member will:

25.4.1 be maintained at their Membership Level for a further 12 months; or

25.4.2 where the Member has earned sufficient Status Credits and flown the required number of Eligible Sectors to be upgraded to a higher Membership Level, in accordance with clause 22.1.4, be upgraded to that higher Membership Level.

25.5 Members on Membership Pause for Parental Leave who are also Members of the Virgin Australia Lounge may be entitled to have their Virgin Australia Lounge Membership paused or extended. To request this, please contact the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm). Virgin Australia may, at any time reject any application for the Lounge Membership extension or pause.

25.6 Members can call the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) to apply for Membership Pause for Parental Leave. Members may be required to provide verification to complete the application, at the discretion of VRPL.

25.7 VRPL will consider any Member request for Membership Pause for Parental Leave which is requested during the Member’s Benefit Period. Any application received by VRPL in the one month grace period after a Member’s Review Date will not be considered.

25.8 VRPL may, at any time and its discretion, reject any application for Membership Pause for Parental Leave or remove any Member from Membership Pause for Parental Leave.

25.9 Members are limited to one approved parental leave application within each 24 month period.

25.10 Members who accept Pilot Gold Membership or Explore Gold Membership are not entitled to Membership Pause for Parental Leave during their Pilot Gold or Explore Gold Membership Period.

25.11 Members on Membership Pause for Parental Leave may continue to redeem any remaining Complimentary Fare Upgrades or Guaranteed Reward Seats for an annual family trip prior to their expiry. The travel dates are not required to be within the Membership Pause for Parental Leave Period.

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**26. FEES AND CHARGES**

**26.1 General**

From time to time, We may charge fees to Members for all or any of the services which are the subject of our commitments to the Member. We will give at least 30 days written notice of the introduction of, or change to, any fees, and also post details on the [Fee Schedule](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule) on the Velocity Website.

**26.2 Using the Membership Contact Centre**

26.2.1 Certain additional fees apply (as per the [Fee Schedule](https://www.velocityfrequentflyer.com/content/ProgramBenefits/TermsConditions/index.htm#feeschedule)) when Members undertake activities through the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) rather than through the Velocity Website.

26.2.2 If Members are unable to access the Velocity Website because of disability or impairment, we may on application, waive any additional fee or fee component that would otherwise apply.

**26.3 Velocity Global Wallet®**

26.3.1 Fees will apply to certain transactions carried out in relation to a Member’s Velocity Global Wallet®. These fees can be viewed in [Velocity Global Wallet Product Disclosure Statement](http://www.velocityrewards.com.au/content/ProgramBenefits/GlobalWallet/ProductDisclosureStatement/index.htm) and are subject to change from time to time.

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**27. LIABILITY**

**27.1 Limitation of Liability**

27.1.1 Subject to clause 27.2.1 to clause 27.2.4:

(a) VRPL, VFF, Virgin Australia and its Program Partners and their officers, employees, directors or agents exclude all liability for any loss, damage, claim or expense (including but not limited to indirect, incidental, special, punitive or consequential liability, economic loss, loss of profits and loss of opportunity) the Member may incur or suffer that arises directly or indirectly out of the Terms and Conditions or Velocity Frequent Flyer (regardless of whether We have any control over circumstances giving rise to the claim or not) including termination or suspension of the Member’s Membership. This applies even if We have been informed that the liability, loss, damage or expense will or may result;

(b) VRPL, VFF, Virgin Australia and its Program Partners and their officers, employees, directors or agents disclaim all warranties, express or implied, in connection with Velocity Frequent Flyer and the Rewards; and

(c) if VRPL, VFF and/or Virgin Australia is liable to the Member in any way, Virgin Australia, VFF and VRPL’s liability will be limited to allocating to the Member’s Velocity Frequent Flyer Membership Account the number of Points and/or Status Credits which Virgin Australia and VRPL consider is appropriate in connection with the circumstances in which the relevant claim arose.

**27.2 Australian Consumer Law**

27.2.1 Where VRPL, Virgin Australia or a Program Partner supplies the Member with goods or services which are the subject of a Reward, the Member has certain rights under the Australian Consumer Law, known as “consumer guarantees”.

27.2.2 These rights include guarantees that the goods supplied:

(a) will be of acceptable quality;

(b) will be reasonably fit for any purpose made known to VRPL, Virgin Australia or a Program Partner before VRPL, Virgin Australia or the Program Partner (as applicable) supplies them to the Member; and

(c) will correspond with any description, sample or demonstration model.

27.2.3 These rights include guarantees that the services supplied:

(a) will be carried out by Us with due care and skill;

(b) will be fit for the purpose disclosed; and

(c) will be supplied within a reasonable time.

27.2.4 This is a summary of some of the Member’s rights under the Australian Consumer Law. It is not exhaustive and is not legal advice. Nothing in the Terms and Conditions is intended to override or limit any rights the Member has under the Australian Consumer Law.

**27.3 Velocity eStore**

27.3.1 VRPL and Virgin Australia are not responsible for the content of the Velocity eStore or the content or availability of any third party websites that link from the Velocity Website including the sites of Retailers.

27.3.2 VRPL and Virgin Australia are not responsible for any errors or delays in reporting transactions, however VRPL, Virgin Australia and ICLP will use reasonable endeavours to ensure that reporting of transactions by Retailers occurs.

27.3.3 VRPL and Virgin Australia do not warrant any time frame for approval of a purchase.

27.3.4 Members that choose to access and use the Velocity eStore do so at their own risk. VRPL and Virgin Australia are not responsible for any failure in communication between Velocity Frequent Flyer, ICLP, Retailers or the Member, all of which is beyond Our reasonable control.

27.3.5 Where permitted by law to do so, VRPL and Virgin Australia exclude liability to the Member for any direct or indirect loss, damage or expense arising from Members’ use of the Velocity eStore regardless of whether the same arose from negligence, breach of contract or otherwise, and regardless of whether VRPL and/or Virgin Australia have any control over circumstances giving rise to the claim or not.

27.3.6 Warranties, if any, are provided by Retailers and not VRPL or Virgin Australia. VRPL and Virgin Australia do not accept liability for defects in quality or condition of goods and make no claims or warranties as to the delivery of goods or services to the extent permitted by law.

**27.4 Velocity Global Wallet®**

27.4.1 VRPL acts as an authorised representative of Rêv Australia Pty Ltd ACN 117 378 953 AFSL 401610 and distributor of the Velocity Global Wallet® Visa prepaid product. In respect solely of its acting in that capacity in informing Members about the Velocity Global Wallet®, VRPL may incur certain obligations and liabilities to Members. However, although the Velocity Global Wallet® is accessible (after activation) by use of the reverse side of the Membership Card, Rêv Australia Pty Ltd manages the Velocity Global Wallet product for Cuscal Limited ACN 087 822 455 AFSL 244116, and Cuscal is the product issuer of the Velocity Global Wallet® product.

27.4.2 Neither VRPL nor Virgin Australia, nor any of their respective officers, employees, contractors, related bodies corporate or affiliates is responsible for anything done or not done in connection with the Velocity Global Wallet® product (including any payment or transaction made or not made in respect of it or anything arising out of that) other than in connection with any act or omission by them in connection with the distribution of the cards. To the full extent permitted by law, none of them will be liable to Members or any person claiming through a Member in respect of any such matter. By activating and using the Velocity Global Wallet®, Members will be taken to have accepted this and, to the extent permitted by law, to release each of them from any liability in respect of the Velocity Global Wallet® or any use or attempted use of it.

**27.5 Rewards**

27.5.1 Neither We, nor any Program Partner who is not the supplier of a particular Reward, will be liable for any loss, damage or expense (however caused) arising from any failure or omission by Program Partners to supply particular Rewards to the Member.

27.5.2 VRPL and Virgin Australia are not parties to any separate terms of the Retailer (they do not form part of any contract between the Member and VRPL and Virgin Australia) and are not liable for any loss, damage or expense (however caused) in connection with that supply arrangement.

**27.6 Survival of this Clause**

All terms and conditions contained within clause 28 will survive termination or expiration of the Terms and Conditions and the termination or suspension of Velocity Frequent Flyer.

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**28. TAX**

**28.1 Participation in Velocity Frequent Flyer**

VRPL and Virgin Australia do not accept responsibility for and make no representation about Members’ tax liability as a result of participating in Velocity Frequent Flyer or from using any of the Rewards or accessing the Member Benefits of any Membership Level or using other available program facilities. Members are solely responsible for any taxes, GST, duties, levies, fees or other charges (including all ticket taxes) levied or imposed arising from, as a result of or in connection with their participation in Velocity Frequent Flyer, the accumulation of Points and Status Credits, the use of Member Benefits or the provision or use of Rewards. VRPL and Virgin Australia recommend that Members consult their accountant or tax adviser to ensure they understand possible tax (including fringe benefits tax) implications, if any, related to Membership and Rewards.

**28.2 Allocation of Points and Status Credits**

The allocation of Points and Status Credits may be subject to taxes (including GST), duties, levies, charges or other liabilities. Members accept sole responsibility for informing themselves of these, and for such taxes, duties, levies, charges and other liabilities.

**28.3 Rewards**

28.3.1 In addition to the Points required for a Reward, the redemption of Points and the supply of Rewards may be subject to taxes (including GST), duties, levies, charges or other liabilities.

28.3.2 Members must pay any and all identified surcharges, charges, fees and GST taxes. Where the amount of taxes (including GST), duties, levies, charges or other liabilities is known to VRPL and directly related to the Reward, it will be displayed on the Velocity Website or available by contacting the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm). This applies to all Rewards whether these are provided or procured by VRPL, Virgin Australia or a Program Partner. However, display of any tax amount will not relieve the Member of their responsibility to inform themselves of applicable taxes.

**28.4 Survival of this Clause**

All terms and conditions contained within clause 27 will survive termination or expiration of the Terms and Conditions and the termination or suspension of Velocity Frequent Flyer.

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**29. PRIVACY AND PASSWORDS**

29.1 The privacy of your personal information is important to us. All Members’ Personal Information will be handled in accordance with [the Privacy Policy](https://www.velocityfrequentflyer.com/content/Privacy/index.htm). The Privacy Statement (Velocity) provides more detailed and specific information related to the collection of your Personal Information in connection with your application to join the Velocity Frequent Flyer program. [The Privacy Policy](https://www.velocityfrequentflyer.com/content/Privacy/index.htm) and Privacy Statement (Velocity) are available on the Velocity Website.

29.2 We are required to collect your Personal Information in order to process your Membership and to communicate with you about your Membership. If we cannot collect from you the minimum amount of Personal Information required, we will not be able to process your Membership, and your Application may not be accepted.

29.3 Where you provide any Personal Information to us about another Member (for example, in connection with a Points Transfer or establishing a Family Pool) or any other person in connection with your Membership, you confirm that you have the consent of such other person to provide their Personal Information to us and they consent to the handling by Us of their Personal Information on the basis of our Privacy Statement (Velocity) and our [Privacy Policy](https://www.velocityfrequentflyer.com/content/Privacy/index.htm). You also consent to us sharing your Personal Information with such other person, where it is reasonably necessary for us to process or administer your request (for example, to complete a Points Transfer or administer a Family Pool).

29.4 Members acknowledge that their Membership Number and password give access to the Member’s Membership Account, including all Personal Information recorded in the Membership Account. Any person in possession of the Member’s Membership Number and password may access and change the Member’s Membership Account in accordance with clause 5.3. By sharing their Membership Number and password with any person, the Member agrees that We may share the Member’s Personal Information with that person and update the Member’s Personal Information in accordance with instructions received from that person.

29.5 If a Member forgets their password or Membership Number, they can visit the Velocity Website and either reset their password or be supplied with their Membership Number by providing information reasonably requested by Us to verify the Member’s identity (including name, date of birth and email address, and if the Member has set up a security question on their Membership Account, the answer to the Member’s security question). Alternatively, the Member may ask Us to reset their password or supply their Membership Number by contacting the [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm) and providing information reasonably requested by Us to verify the Member’s identity (including name, date of birth and address, and if the Member has set up a security question on their Membership Account, the answer to the Member’s security question). Any person in possession of this information may reset the Member’s password. By sharing these details and the answer to the Member’s security question with any person, the Member agrees that We may allow that person to reset the Member’s password (and therefore access the Membership Account), share the Member’s Personal Information with that person, and update the Member’s Personal Information in accordance with instructions received from that person.

29.6 By requesting Member Benefits which involve Program Partners (including Complimentary Partner Membership), Virgin Australia or other third parties (including participation in the Velocity eStore and Any Seat, Any Airline), Members agree that VRPL may provide the Member’s Personal Information to the relevant third party in order to fulfil the request and related purposes.

29.7 This clause 29 will survive termination or expiration of the Terms and Conditions or the termination or suspension of Velocity Frequent Flyer.

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**30. CONSENT TO RECEIVE DIRECT MARKETING AND OTHER MARKETING COMMUNICATIONS**

30.1 The Member consents to receiving marketing and promotional communications and material from each of Us by email, text message or other digital service (such as through applications that the Member installs on a mobile device), phone or post, subject to [the Privacy Policy](https://www.velocityfrequentflyer.com/content/Privacy/index.htm) and obligations under applicable law. Subject to any applicable Law, a Member agrees that We do not need to include an "unsubscribe" facility in any electronic message sent to a Member.

30.2 A Member can read more about VRPL’s marketing practices in [the Privacy Policy](https://www.velocityfrequentflyer.com/content/Privacy/index.htm), including how to manage marketing communications preferences. A Member may unsubscribe from our contact list at any time using the “unsubscribe” facility contained in our electronic messages, by managing your account subscriptions online or by contacting our [Membership Contact Centre](https://www.velocityfrequentflyer.com/content/ContactUs/index.htm).

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**31. CONTACT BETWEEN US AND MEMBERS**

31.1 Where We must give a Member notice of anything concerning Velocity Frequent Flyer, We will be taken to have given the Member that notice if We:

31.1.1 give that notice in any way permitted by the Terms and Conditions; or

31.1.2 send the Member a communication to any address specified in the Member’s Membership Account, whether or not the address specified in the Member’s Membership Account is up to date. Members will be responsible if they do not receive a communication from Us because the Member’s Personal Information is not up to date. (For details on how to access and update a Membership Account, see clause 5.3.)

31.2 We and Members agree that email will satisfy any requirement for written communication.

31.3 Any electronic communication We send to a Member will be taken to be received by the Member on the working day after We send it to the email address specified in the Member’s Membership Account.

31.4 Any electronic communication a Member sends to Us will be taken to be received by Us on the working day after the Member sends it through the on-line feedback form available at the Velocity Website or to the email address specified in the Terms and Conditions for that type of communication.

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**32. GOVERNING LAW**

32.1 These Terms and Conditions are governed by the law of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis. The governing law will apply irrespective of where the Member completes their application for Membership of Velocity Frequent Flyer and where the Member submits that application.

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**33. MISCELLANEOUS**

33.1 Nothing in the Terms and Conditions operates to limit or purports to limit any consumer rights which the Member has and which cannot be contracted out of (including any State or Territory consumer protection legislation).

33.2 VRPL’s contracts or arrangements with Program Partners are personal to VRPL and those Program Partners and are not enforceable by the Member or for the Member’s benefit.

33.3 It is a condition of Membership that a Member agrees to be bound by the various limitations and obligations in the Terms and Conditions. This is whether or not the Terms and Conditions are enforceable against, or voidable by, the Member.

33.4 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.

33.5 A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy and failure by a party to exercise, or delay by a party in exercising, a right, power or remedy does not prevent its exercise.

33.6 Except where expressly stated to the contrary in the Terms and Conditions, the rights of a party under the Terms and Conditions are cumulative and are in addition to any other rights available to that party whether those rights are provided for under the Terms and Conditions, or by law.

33.7 Each provision of the Terms and Conditions is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it shall be read down to the extent necessary to make it legal, enforceable and valid and to the extent it cannot be read down it is to be treated as being severed from the Terms and Conditions. The rest of the Terms and Conditions will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

33.8 The Terms and Conditions, [Privacy Policy](https://www.velocityfrequentflyer.com/content/Privacy/index.htm), Privacy Statement (Velocity) and any other terms and conditions or information incorporated by reference into the Terms and Conditions contains everything a Member has agreed to in relation to Velocity Frequent Flyer. Members cannot rely on any other written documents or anything said or done by or on behalf of VRPL or a Program Partner in relation to Velocity Frequent Flyer. Unless otherwise specifically stated, the Terms and Conditions takes priority over any other terms and conditions dealing with or purporting to deal with the same matters (but only to the extent of any inconsistency).

33.9 VRPL may delegate or sub-contract any of its obligations under this document without notice.

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**34. INTERPRETATION**

**34.1 Hierarchy**

If there is any inconsistency between the Terms and Conditions on this page and any other Terms and Conditions applicable to Velocity Frequent Flyer, the Terms and Conditions on this page will prevail to the extent of the inconsistency.

**34.2 General**

In the Terms and Conditions, unless the context otherwise requires:

34.2.1 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

34.2.2 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.

34.2.3 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.

34.2.4 A reference to “dollars” or “$” means Australian dollars and all amounts payable under these Terms and Conditions are payable in Australian dollars, unless otherwise specified.

34.2.5 A reference to the word “include” or “including” is to be interpreted without limitation.

34.2.6 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to the Terms and Conditions.

**34.3 References to Legislation**

In the Terms and Conditions, unless the context otherwise requires, a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of the Terms and Conditions.

**34.4 Business Day**

In the Terms and Conditions, unless the context otherwise requires, a reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place whose laws govern the construction of the Terms and Conditions.

**34.5 References to and Calculations of Time**

In the Terms and Conditions, unless the context otherwise requires:

34.5.1 A reference to a time of day means that time of day in the place whose laws govern the construction of the Terms and Conditions.

34.5.2 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

34.5.3 A term of the Terms and Conditions which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

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**35. FEE SCHEDULE**

35.1 Fees in the Fee Schedule are in Australian dollars (AUD) and include GST where applicable.

35.2 Fees for Tigerair Australia Redemptions and associated changes and services accessed via the Tigerair Australia Website are published on the Tigerair Australia Website.

35.3 We may waive the fees in the circumstances described in clause 262.2.

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**Fee Schedule from 7 October 2016**

**Fee schedule table**

|  |  |  |
| --- | --- | --- |
| **Service** | **Velocity Frequent Flyer Membership Contact Centre** | **The Velocity Website** |
| Points Transfer - Family to an Eligible Family Member | $20 or 2,500 Points per transaction | No fee |
| Points Transfer - Airlines to another Airline Loyalty Program | $20 or 2,500 Points per transaction | No fee |
| Velocity Frequent Flyer Rewards Store Redemption | $20 or 2,500 Points per transaction | No fee |
| Redeem Points for Air Reward bookings on Virgin Australia Domestic or Virgin Australia International Short Haul Flights | $40 or 5,200 Points per person per booking | No fee |
| Redeem Points for Air Reward bookings on Virgin Australia International Long Haul flights, and Airline Partner flights available online | $70 or 8,800 Points per person per booking | No fee |
| Tigerair Australia Redemption Fee: applies when redeeming Points, changing or servicing a Tigerair Australia Redemption booking | $70 or 8,800 Points per person per booking | Not available on Velocity Website; see Tigerair Australia Website. |
| Card Payment Fee for all Any Seat and Reward Seat bookings | Not applicable | From 01 September 2016, a Card Payment Fee will apply. Refer to the Virgin Australia website for more details. |
| Card Payment Fee for all Tigerair Australia Redemption bookings | Not applicable | Not available on Velocity Website; see Tigerair Australia Website. |
| Change or cancellation of an UpgradeMe Points more than 24 hours before the flight’s scheduled departure | $35 or 4,500 Points per person per booking\* \* Fee will be waived for Members who hold a Platinum Membership Level at the time of change/cancellation. | Not available on Velocity Website |
| Etihad Airways Reward Seat Carrier Charge | This carrier charge applies to all Reward Seat bookings for travel on Etihad Airways operated flights. Refer to the [Points Table](https://www.velocityfrequentflyer.com/content/Redeem/Airlines/PointsTables/) for more information. | |

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end content-a

**[Login Panel]**

**Access my account**

[Log in](https://www.velocityfrequentflyer.com/content/sso/login?redirect=/TermsConditions/)

**Not yet a member?**

[Join free now](https://www.velocityfrequentflyer.com/content/Joinfree/index.html)

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Row

[](https://www.velocityfrequentflyer.com/transfers/index.htm?icmpid=VFFCC_myaccounttile_Indirect_NOV16)

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[Footer Navigation Menu]

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