



## Corporate Terms & Conditions

### General

1. The Booking Facility on this Site may be used only by companies or organisations who have been registered by Jetstar through this Site (Corporates) and only in relation to travel by the Corporates' Staff. An application for registration must be made through this Site.

2. Registration and use of this Site are conditional upon the Corporate agreeing to the terms and conditions set out in these Terms and Conditions. Do not proceed until you have read and accepted all of these Conditions on behalf of the Corporate.

3. When you click the Accept button at registration, the Corporate will be deemed to have accepted the Conditions on behalf of you, your company or organisation and each of the Corporates Staff who use the Site.

4. Jetstar is not obliged to accept any application for registration and submission of an application is not deemed to be registration. It will be at the sole discretion of Jetstar to accept or deny any request for registration. Jetstar will notify the outcome by email.

5. Acceptance of your application grants access to Booking Facility on this Site, [subject to these Conditions]. To remain registered, the Corporate must make over 100 segment bookings per year. If you do not meet this criteria Jetstar may terminate your registration, in which case you will be notified by email.

6. Corporations wishing to access fares through an API must first agree to these terms and conditions by registering on this Site and must ensure they use an IT provider who has agreed and signed our "Information Technology Service Provider Agreement" .. Corporates are granted access to the API only for distribution to their Staff and cannot grant direct access to customers, suppliers or any other third party. Requests for access through an API should be directed to Sales@jetstar.com.

7. If you do not wish to accept the Conditions, click on the "Do not accept" button and return any Documentation to Jetstar.

### Conditions

#### 1. Interpretation

'Adjustment Note' means Adjustment Note as defined by the GST Act.

'Airline' means an airline notified under clause 4.13, depending on which airline the Corporate booking when is using the Booking Facility or when booking, or servicing bookings for, flights. The applicable Airline will be shown on the itinerary receipt/Tax Invoice;



'API' means the Jetstar application program interface that allows direct access to an Airline's flight inventory;

'Booking Facility' means the facility that enables registered Corporates to search availability and make bookings through this Site, a GDS or API.

'Code' means the unique login ID allocated to the Corporate by Jetstar.

'Credit Card' means a credit or charge card issued by or carrying the mark of American Express, Diners Club International, MasterCard, Visa, Bankcard or any other card nominated by Jetstar from time to time.

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

'Direct Deposit' means the direct deposit booking option made available through this Site at the discretion of Jetstar.

'Documentation' means any documentation supplied with or obtained from the Site.

'Fare' means the applicable Airline's published fare inclusive of all surcharges, fees and taxes (including GST and Ticket Taxes) imposed on air travel and collected by that Airline;

'GDS' means a global distribution system which has authority from the applicable Airline to distribute that Airline's fares;

'GST' means any goods and services tax, value added tax, sales tax, commercial tax, services tax and any other tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by the A New Tax System (Goods & Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth of Australia);

'GST Laws' means the GST legislation, regulations, taxation authority rulings or other relevant subordinate legislation that apply to the Corporation and Airline in connection with these Conditions;

'Jetstar' means Jetstar Airways Pty Limited (Australian Business Number 33 069 720 243 and New Zealand GST Registration Number 91 233 487);

'Jetstar Asia' means Jetstar Asia Airways Pte Limited, a company registered under the laws of Singapore (Reg No. 200403570D);

'Jetstar Group' means each of the Airlines and their respective related bodies corporate, as that term is defined in the Corporations Act 2001 (Commonwealth of Australia);



'Jetstar Group Company' means a company which is a member of the Jetstar Group;

'Jetstar Group Trade Mark' means any trade mark, whether registered or not, that is owned by any Jetstar Group Company;

'Jetstar Pacific' means Jetstar Pacific Airlines Joint Stock Aviation Company, a company incorporated under the laws of Vietnam;

'Nominated Staff' means the Corporate's Staff who are authorised by Jetstar to have access to the Site and Documentation.

'Registered' means registered to use the Booking Facility and to receive booking reports.

'Site' means the Jetstar Corporate web site located at [Jetstar.com/corporate](http://Jetstar.com/corporate);

'Staff' means officers, employees and contractors of a party.

'Tax Invoice' means a tax invoice as defined by the relevant GST Laws that enable a recipient of a supply to claim tax credits for the GST paid in respect of the supply but if there are no GST Laws applicable then an invoice;

'Taxes' means all present or future taxes, levies, imposts, deductions, charges, duties, compulsory loans or withholdings (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any government authority, other than any imposed on overall net income.

'Term' means the period during which the Corporation is subject to these Conditions, as determined by Clause 10.1 under the heading "Term and Termination";

'Ticket Taxes' means all taxes, fees, levies and charges recoverable from the passenger on the sale of an airline flight and identified on the Jetstar itinerary/Tax Invoice, including but not limited to those payable by the ticketing carrier or ultimately payable by the operating carrier.

## 2. Licence

2.1 By approving your application to register, Jetstar grants to the Corporate a non-exclusive licence to use the Site, make bookings through the Booking Facility only for Corporate Staff travelling on Corporate business, and to use the Documentation to the extent required to make and service those bookings (Licence).

2.2 The Corporate acknowledges that the Licence is not exclusive to it, and that Jetstar may license any person, including the Corporate's competitors, to use the Site and make Jetstar bookings.

2.3 The Licence terminates automatically at the end of the Term.

## 3. Corporate obligations



### 3.1 The Corporate must:

- a) not copy, reproduce, translate, adapt, vary or modify the Site or Documentation without the written consent of Jetstar, except as expressly authorised by these Conditions;
- b) complete, update and maintain all required registration details;
- c) ensure that all bookings made through the Site are paid for in accordance with these Conditions and must not imply to Staff that bookings can be held by the applicable Airline pending payment other than in accordance with a written authorisation from the applicable Airline;
- d) ensure its Nominated Staff who have authorised access to the Site and Documentation are made aware of, and comply with, these Conditions;
- e) ensure its Nominated Staff receive adequate training in the use of the Site;
- f) not provide or otherwise make available the Site or Documentation in any form to any person without the prior written consent of Jetstar, except as expressly authorised by these Conditions;
- g) ensure all information supplied to the applicable Airline is accurate and not misleading, and immediately notify the applicable Airline of any change to such information;
- h) complete and keep up-to-date user profiles without delay;
- i) take all steps necessary to ensure that access to the Site is restricted to those Nominated Staff who are authorised to access the Site, including without limitation, keeping logons and passwords secure;
- j) ensure that passwords and Corporate profiles are updated to prevent access by Staff who are no longer authorised to access the Site;
- k) not allow customers of the Corporation direct access to the Site;
- l) not create any hyperlink from the Corporation's web site to the Site or any part of the Site (including without limitation the Booking Facility), unless Jetstar has otherwise agreed in writing;
- m) if making a booking for an Airline flight through a GDS, comply with all applicable requirements of the GDS or the Airline relating to GDS bookings.

## 4. Making Bookings

4.1 Jetstar will enable the Corporate to access the Booking Facility with the Code. All bookings made on the Booking Facility by using the Corporates Code are that Corporates responsibility.



4.2 Jetstar or the applicable Airline may request such information it reasonably requires from the Corporate. The Corporate must provide Jetstar with all information requested by Jetstar promptly upon receipt of the request.

4.3 Upon receipt of acknowledgement of successful registration and the Code, the Corporate may make bookings through the Jetstar Site by using the Booking Facility, subject to the limitations set out in these Conditions.

4.4. The Corporation must ensure that all information provided to Jetstar or the applicable Airline through the Booking Facility is complete and correct.

4.5 Jetstar may suspend Code access to the Booking Facility and Site immediately if Jetstar reasonably believes the Corporate is in breach of these Conditions.

4.6 Subject to these conditions, during the Term Jetstar will accept bookings made by the Corporate on the Site for travel to be undertaken by the Corporates Staff

4.7 The Corporate must provide each of its Staff, prior to making a booking for them on this Site, with the relevant terms and conditions in respect of the booking issued by Jetstar from time to time. This includes Jetstar's Conditions of Carriage and any particular conditions relating to the fare type being purchased.

4.8 Jetstar will issue to the Corporate an Itinerary/Tax Invoice in respect of all bookings made by the Corporate or its Staff through the Site. The Itinerary/Tax Invoice will be sent by email to the email address specified by the Corporate.

4.9 Jetstar will issue to the Corporate an Itinerary/Adjustment Note in respect of any refund, or any alteration made to the existing booking by the Corporate or its Staff. The Itinerary/Adjustment Note will be sent by email to the email address specified by the Corporate.

4.10 Where a Staff member's Credit Card is used for payment, the Corporate must obtain a written authority from the Staff member authorising the use of the Credit Card. If Jetstar is required to refund any amount as a result of the Corporate's failure to obtain such authorisation, the amount becomes a debt immediately payable by the Corporate to Jetstar and Jetstar may set off this amount against any payment due to the Corporate under these Conditions or any other arrangement.

4.11 The Corporate must ensure payment to Jetstar of the total Fare (including GST) for each booking either by the Corporate's Credit Card or relevant Staff member's Credit Card immediately upon making the booking, or in accordance with the provisions for Direct Deposits. Cheque payments will not be accepted. Jetstar may vary or amend the payment method for bookings made by the Corporate on the Site.

4.12 Payment for bookings may be made by Direct Deposit only in Australian currency (unless otherwise notified by Jetstar) and only in accordance with the



instructions for payment by Direct Deposit set out on the Booking Facility. The Corporate acknowledges, and must advise the relevant Staff where payment is made on their behalf, that the booking is not accepted by Jetstar until Jetstar sends an itinerary receipt in relation to that booking. The Corporate is responsible for ensuring the booking has been accepted prior to scheduled departure of the applicable Jetstar flight and for ensuring that Staff travelling are provided with all relevant information about their travel including the applicable fare conditions and Conditions of Carriage.

4.13 The Airlines as at 24 October 2014 are Jetstar, Jetstar Pacific, Jetstar Asia and Jetstar Japan. Jetstar may add or delete an Airline from these Conditions at any time by giving written notice to the Corporation.

4.14 Corporations connecting through an API must:

(a) ensure that following occurs in respect of each enquiry submitted to the Booking Facility:

i) All available Airline fares applicable to their enquiry are displayed so that the person conducting the enquiry is not deprived of information that is relevant to their enquiry;

ii) All available Airline fares are displayed in an unbiased manner as compared to the fares of other airlines with all fares listing in ascending price order except when some other display or sort criteria is specified by the person conducting the enquiry;

(b) ensure a specific reference to the ability for Qantas Frequent Flyer members to earn points and status credits on eligible fares is noted;

(c) not attempt to link with or reproduce or display any Jetstar or other Airline material other than as authorised in these Conditions.

(d) comply with any technical direction from Jetstar relating to use of the API, including without limitation relating to the look-to-book ratio.

## 5. Booking Limitations

5.1 The Corporate must not offer to make or attempt to make a booking through the Site, API or GDS for any member of Staff requiring special assistance, without notifying Jetstar Telephone Reservations of the details of the special assistance required.

5.2. Charter booking requests cannot be made through the Site, the GDS or the API and must be made direct to the Airlines' sales team by e-mailing [Groupsales@jetstar.com](mailto:Groupsales@jetstar.com).

## 6. Changing Bookings



6.1 Any changes made by the Corporate or its Staff to bookings made on the Site must be made either on the Site or through Jetstar Telephone Reservations.

6.2 Changes will be subject to change fees where applicable, in accordance with the relevant fare rules.

6.3 Any changes made by the Corporation to bookings made through an API may be made via the Airline's customer contact centre. Changes may only be made through the API or the Site at Jetstar's discretion.

6.4. Changes will be subject to change fees and fare differences where applicable.

## 7. GST and Taxes

7.1. Unless expressly stated to be inclusive of GST, the change fee and any other consideration for supplies under these Conditions (other than required by clause 8.2.) ("Base Price") has been calculated exclusive of GST.

7.2. If GST is imposed on a supply made pursuant to these Conditions, the recipient of that supply must pay, in addition to the Base Price, an amount equal to the GST payable by the supplier in respect of that supply. Subject to Clause 8.3, any amount payable under this Clause 8.2 is payable on the day that payment of the Base Price (or part of the Base Price) for the supply, that has given rise to the obligation to pay GST, is required pursuant to these Conditions or where the Base Price is non-monetary consideration, seven days after the recipient receives a Tax Invoice for the supply.

7.3. The Corporation must ensure that any invoice or other request or demand for payment for supplies provided by it to the Airline constitutes a Tax Invoice that will enable the Airline to claim tax credits in respect of supplies to which the invoice relates. No amount will be due and payable by the Airline in respect of a supply under these Conditions unless the Airline has received from the party making the supply an invoice which complies with this clause.

7.4. Each party will use its reasonable efforts to do everything required by the relevant GST legislation to enable or assist the other party to claim or verify any tax credit, set off, rebate or refund in respect of GST paid or payable in connection with supplies under these Conditions.

7.5. If an amount payable by the Airline under these Conditions is calculated by reference to a cost, expense or other liability ('Cost') incurred by any person including the Corporation, the Cost for the purposes of that calculation will be the amount of the Cost actually incurred by the relevant party less the amount of any tax credits which that party is entitled to claim in respect of that Cost. The Corporation must provide details of the Cost and any tax credits to the Airline on demand.

7.6. In order to address the payment of GST (where applicable) and Ticket Taxes payable on air travel or other travel arrangements sold by the Corporation under



these Conditions, the Corporation will provide the Airline with details of the actual Fare paid by the customer, inclusive of GST and Ticket Taxes, and remit that amount to the Airline.

The Corporation indemnifies the Airline against any costs (including fines and penalties), loss and expenses incurred by the Airline as a result of the Corporation's failure, whether intentional or not, to calculate and to remit to the Airline the correct amount of GST pursuant to this clause.

## 8. Liability and Indemnity

8.1. The Corporation acknowledges that the Site, Booking Facility, Documentation and GDS information cannot be guaranteed error free and further acknowledges that the existence of any such errors will not constitute a breach of these Conditions by the Airline.

8.2. Jetstar and each Airline exclude any implied warranties in relation to the Site, Booking Facility, Documentation, API and GDS information except that, if any statute implies terms into these Conditions which cannot be lawfully excluded, Jetstar and each Airline's liability under such terms will be limited to the maximum extent permitted by law, at the option of the Jetstar, to any one or more of the following,

(a) in the case of services:

- i) the supplying of the services again; or
- ii) the payment of the cost of having the services supplied again,

(b) in the case of goods:

- i) the replacement of the goods or the supply of equivalent goods;
- ii) the repair of such goods;
- iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- iv) the payment of the cost of having the goods repaired.

8.3. Jetstar and each Airline will not be liable under or in relation to these Conditions for any special, indirect, incidental, or economic loss or damage (including loss of profits, revenue, anticipated savings, bargain, opportunity or goodwill) or any loss of or damage to data, whether or not the possibility of those losses or damages being suffered is brought to the attention of the Airline.

8.4. Jetstar and each Airline is not liable for and the Corporation indemnifies each Airline and each Jetstar Group Company and their respective Staff in respect of all Damages to the extent suffered or incurred in connection with, arising out of or in respect of:





- a) any breach of these Conditions by the Corporation including without limitation where the Corporation has made a representation to a customer or customers which is outside the scope of the agency or not in accordance with an Airline's specific directions, fare rules, Conditions of Carriage or other terms and conditions;
- b) any actual or alleged infringement of any intellectual property rights by the Corporation or its Staff in relation to this Site or in connection with these Conditions;
- c) any misuse or unauthorised use of the Site or Booking Facility using equipment owned or controlled by the Corporation, by any person (including, without limitation any misuse or unauthorised use of the Code, passwords and logons);
- d) any misuse or unauthorised use of the customer's or Corporation's Credit Card or bank account in relation to a booking made using equipment owned or controlled by the Corporation or using the Corporation's Code, passwords or logons;
- e) any attempt by the Corporation or its Staff to make a booking using the Direct Deposit provisions other than in accordance with the instructions set out on the Booking Facility;
- f) any attempt by the Corporation or its Staff to make a booking for a customer requiring special assistance without notifying the Airline's customer contact centre;
- g) use of the Site or Booking Facility for any purpose not authorised by Jetstar;
- h) any unauthorised bookings made by the Corporation or its Staff such as Corporation rebate travel or incorrect class of travel;
- i) any breach of applicable laws, legal duty, legal obligation or any other agreement by the Corporation or any of its Staff (other than in circumstances where the Corporation, acting reasonably, relied on information provided by Jetstar); and
- j) any loss or damage to data connected with the Corporation or its Staff accessing or using data from the Booking Facility, including without limitation through the API.

8.5. The Corporation acknowledges that it has exercised its independent judgment in acquiring access to the Site and has not relied on any representation made by an Airline or any of its Staff which has not been stated expressly in these Conditions or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by the Airline or any Jetstar Group Company.



8.6. Liability of the Airlines under these Conditions is several and not joint and relates only to the relevant booking.

## 9. Intellectual Property Rights

9.1. The Corporation acknowledges that it does not acquire any intellectual property rights in the Site, the API or any Documentation except for those rights expressly set out in these Conditions. The Corporation must not during or any time after the expiry or termination of these Conditions permit any act which infringes the intellectual property rights of any Jetstar Group Company. Without limiting the generality of the foregoing, the Corporation specifically acknowledges that it must not:

- a) copy the Site or Documentation unless expressly authorised to do so in writing by Jetstar, or
- b) use the Airline's name or any Jetstar Group Trade Mark as a key word, search term, sponsored link, or similar, on any third party search engine such as Google or Overture, unless expressly authorised to do so in writing by the applicable Airline.

9.2. The Corporation must obtain the prior written consent of the Airline to the use of the Airline name, logo trade mark, or any other Jetstar Group Company's intellectual property in any material, including without limitation any material on the Corporation's web site.

## 10. Term and Termination

10.1. These Conditions commence in relation to a Corporation when Jetstar grants the Corporation access to the Site following acceptance of the Corporation's application for registration. The Corporation is deemed to accept these Conditions as detailed below under the heading "General". These Conditions will continue to apply in relation to that Corporation until terminated in accordance with these Conditions ("Term").

10.2. These Conditions may be terminated:

(a) by Jetstar or the Corporation at any time upon 30 days written notice to the other party; and

(b) by Jetstar immediately if the Corporation:

i. fails to pay any amount due to the Airline pursuant to these Conditions;

ii. is in breach of any of these Conditions;

iii. is in the opinion of Jetstar not operating as a Corporation in the best interests of the Airline or the Jetstar Group;



- iv. disposes of the whole or any part of its assets, operations or business other than in the normal course of business;
- v. ceases to be able to pay its debts as they become due;
- vi. ceases to carry on business;
- vii. being a corporation, becomes the subject of insolvency proceedings, or has a liquidator or receiver and/or manager or other like person appointed over any of its assets;
- viii. being a firm or partnership, becomes the subject of an event of bankruptcy or is dissolved;
- ix. damages, misuses or permits the misuse of the Site or Documentation; or
- x. breaches any direction by the Airline relating to the use of a GDS to book Airline flights.

10.3 After termination of these Conditions in relation to a Corporation, the Corporation:

- (a) must not access the Site or the API (if applicable);
- (b) must immediately return to each Airline or destroy in the manner directed by the applicable Airline any copies of the Documentation in its possession or control.

10.4 Termination of these Conditions will not affect any accrued rights or remedies that an Airline may have under these Conditions or at law.

10.5 The provisions of these Conditions relating to intellectual property rights, liability and indemnity, privacy and Confidential Information survive termination of these Conditions.

## 11. Cookies

11.1. Cookies are small pieces of data stored on the web browser on your computer. Any web server (including this one) may:

- a) store one or more cookies in your browser; or
- b) request your browser to transmit this data back to the web server; or
- c) request your browser to transmit a cookie which has been stored on your browser by another site within the same internet domain.

11.2. The Site may store cookies on your web browser or computer in order to improve service for you on your subsequent visits to the Site.

11.3. By using cookies, web sites can track information about visitors' usage of the site, providing customised content, or even the use of password protection. Most web browsers can be configured to notify the user when a cookie is



received, allowing you to either accept or reject it. You may also inspect the cookies stored by your web browser at any time and remove any that you do not want.

11.4. If you disable the use of cookies on your web browser or remove or reject specific cookies from the Site or linked sites, then you may not be able to gain access to all the content and facilities of the Site.

## 12. Use of Personal Information and Confidential Information

12.1. The Corporation acknowledges that it does not acquire any ownership of the data entered on the Site, API or in a GDS.

12.2. The Airlines may use and disclose the information provided to any of them by or on behalf of the Corporation or Staff, in accordance with the Privacy Notice.

12.3. The Corporation must provide a copy of the Privacy Notice to each customer before, when, or if that is not practicable as soon as practicable after, collecting Personal Information about an individual in connection with a product or service supplied by an Airline.

12.4. The Corporation must not disclose any Confidential Information of any Jetstar Group Company to any person unless:

- a) required by law to do so; or
- b) the Corporation has acquired the information independently without breaching any obligation of confidentiality to any person; or
- c) the Corporation has the prior written consent of the applicable Jetstar Group Company to the disclosure.

12.5. The Corporation acknowledges that the information contained in the Site and Documentation is confidential. The Corporation must take all reasonable steps to safeguard the Airlines' rights of ownership and confidentiality of the Site and Documentation.

12.6. On termination of these Conditions, or earlier on reasonable request by the Airline, the Corporation must promptly return to the Airline or destroy any or all copies of the Airline's Confidential Information, in which case any right to use, copy or disclose that Confidential Information ceases.

## 13. General

13.1. No Airline will not be responsible for any delay or failure in performance resulting from anything outside its reasonable control, including without limitation delays or failures caused by third parties.



13.2. The Corporation must not attempt to transfer or otherwise deal with the Licence or these Conditions, whether by novation, assignment, sub-licensing or otherwise, without Jetstar's prior written consent.

13.3. Failure or neglect by either party to enforce at any time any of the provisions of these Conditions will not be construed or deemed to be a waiver of that party's rights under these Conditions.

13.4. Nothing in these Conditions gives rise to any relationship of joint venture, partnership or employer and employee between any Airline and the Corporation or between any Airline and any Staff of the Corporation.

13.5. The Corporation must comply with and ensure its Staff comply with:

a) all applicable laws, regulations and guidelines relating to or connected in any way to the provision of travel services applicable in the jurisdiction where the Corporation carries on business including without limitation relating to privacy, trade practices, and fair trading; and

b) any instructions or directions issued by the applicable Airline relating to or connected in any way to the use of the Site or the Corporation's obligations under these Conditions.

13.6. The carriage of passengers, baggage and cargo by air is subject to the Conditions of Carriage and rules of the relevant Airline. A copy of the Airlines' Conditions of Carriage is available on each respective Airline's web site; currently: <http://www.jetstar.com/au/en/index.aspx>, <http://www.jetstar.com/sg/en/index.aspx>, and <http://www.jetstar.com/vn/en/index.aspx>

13.7. Jetstar may make changes to the Site without notice to you. Jetstar may make changes to these Conditions from time to time in addition to the types of changes referred to in elsewhere in these Conditions. Updated Conditions will be placed on the Site. The updated Conditions will be binding on the Corporation from the time they are placed on the Site.

13.8. These Conditions are governed by and construed according to the law of the State of New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the courts of that State.

13.9. These Conditions:

a) constitute the entire agreement between the parties as to their subject matter but do not override any specific conditions relating to use of a GDS; and

b) in relation to that subject matter, supersede any prior understanding or agreement between any Airline and the Corporation.