

Costs

- 21.7 BA and Qantas shall each pay their own costs, charges and expenses in relation to the negotiation, preparation, execution and implementation of this agreement save as otherwise expressly provided in this agreement.

No Partnership

- 21.8 Nothing in this agreement (or any of the arrangements contemplated hereby) shall constitute or be deemed to constitute a partnership or agency between the parties, nor save as expressly set out herein, constitute either party the agent of the other party for any purpose.
- 21.9 Subject to any obligation to pay any Transfer Payments in accordance with this agreement in respect of the Designated Route Services, each party will continue to receive all revenue attributable to, and shall bear all costs of the operation by it, of its Restated JSA Routes.

Notices

- 21.10 Any notice, claim or demand required to be served under or in connection with this agreement shall be sufficiently given, served or delivered to the relevant party at the address or fax number specified below:

BA	Address:	Waterside PO Box 365 Harmondsworth United Kingdom UB7 0GB
	Attention:	Director Alliances
	Telephone:	Int + 181 738 7938
	Facsimile:	Int + 181 738 9703
	With a copy to:	Company Secretary
	Telephone:	Int + 181 7385119
	Facsimile:	Int + 181 7389800
QANTAS	Address:	QCA8 203 Coward Street Mascot NSW 2020 Australia
	Attention:	Group General Manager Commercial Strategy
	Telephone:	00 61 2 9691 4154
	Facsimile:	00 61 2 9691 4005

With a copy to: General Counsel & Company Secretary
Telephone: 00 61 2 9691 3456
Facsimile: 00 61 2 9691 3339

Any such notice shall be in writing and shall be delivered by hand or sent by prepaid post, by facsimile or by courier and, if delivered by hand or courier, shall conclusively be deemed to have been given or served at the time of delivery, if sent by facsimile shall conclusively be deemed to have been received on the next Business Day and if sent by post, shall conclusively be deemed to have been received 5 Business Days from the time of posting.

Data Protection

- 21.11 In this clause and clauses 21.12 - 21.16 "the Act" means the Data Protection Act 1984 as amended or replaced by the Data Protection Act 1998 (and any amendments thereto), and the provisions of the EU Directive 95/46/EC in the case of the United Kingdom and, in the case of Australia, The Privacy Act 1988 (and any other relevant data protection legislation which may be enacted in the UK or Australia) and where appropriate, terms used in clauses 21.12 to 21.16 including, for the avoidance of doubt, "personal data" shall have the meaning ascribed to them in the relevant Act.
- 21.12 In the event that Qantas is permitted access to personal data held by BA for any reason or is provided or supplied with personal data by BA for any purpose, pursuant to the terms of this agreement, Qantas shall:
- (a) use and/or hold such personal data only for the purposes and in the manner permitted herein or otherwise as may be reasonably directed by BA (including but not limited to any directions or restrictions on the export or transmission of such personal data outside Australia or the United Kingdom) and shall not otherwise modify, amend or alter the contents of such personal data or disclose or permit the disclosure of such personal data to any third party unless specifically authorised in writing by BA or by the data subject and taking in any case all such steps as may be necessary to safeguard and keep confidential such personal data according to the Act; and
 - (b) indemnify BA against all liability, damages, reasonable costs and expenses which BA may incur by reason of any default under this clause or any breach of the Act attributable to or caused, directly or indirectly by Qantas, its employees or agents, including, without limitation, the failure to prevent disclosure in contravention of the Act provided always that Qantas shall not be required so to indemnify BA to the extent that the liability, damages, costs or expenses are caused by the wilful default or negligence of BA, its employees or agents; and
 - (c) not do or permit anything to be done which might jeopardise, contravene or invalidate the terms of the BA registrations (or any part

thereof) under the Act, the data protection principles or any provisions of the Act.

21.13 BA accepts no liability to Qantas whatsoever for any inaccuracies in personal data made available pursuant to clause 21.12(a) or for the obtaining and/or processing of such personal data made available to Qantas unless caused by the wilful default or negligence of BA, its employees or agents.

21.14 In the event that BA is permitted access to personal data held by Qantas for any reason or is provided or supplied with personal data by Qantas for any purpose, pursuant to the terms of this agreement BA shall:

- (a) use and/or hold such personal data only for the purposes and in the manner permitted herein or otherwise as may be reasonably directed by Qantas (including but not limited to any directions or restrictions on the export or transmission of such personal data outside Australia or the United Kingdom) and shall not otherwise modify, amend or alter the contents of such personal data or disclose or permit the disclosure of such personal data to any third party unless specifically authorised in writing by Qantas or by the data subject and taking in any case all such steps as may be necessary to safeguard and keep confidential such personal data according to the Act;
- (b) indemnify Qantas against all liability, damages, reasonable costs and expenses which Qantas may incur by reason of any default under this clause or any breach of the Act attributable to or caused, directly or indirectly by BA, its employees or agents, including without limitation, the failure to prevent disclosure in contravention of the Act provided always that BA shall not be required so to indemnify Qantas to the extent that the liability, damages, costs or expenses are caused by the wilful default or negligence of Qantas, its employees or agents; and
- (c) not do or permit anything to be done which might jeopardise or contravene the terms of the registrations (if any) or any part thereof of Qantas under the Act, the data protection principles or any provisions of the Act.

21.15 Qantas accepts no liability to BA whatsoever for any inaccuracies in personal data made available pursuant to clause 21.12.(c) or for the obtaining and/or processing of such personal data made available to BA unless caused by the wilful default or negligence of Qantas, its employees or agents.

21.16 The provisions of clauses 21.11 to 21.15 shall survive the termination or expiry of this agreement and shall continue in force so long as either of the parties are affected by the Act or any successor thereto.

Force Majeure

21.17 If either party is prevented or delayed from or in performing any of its obligations under this agreement (other than an obligation to make payment of monies already outstanding) by Force Majeure, then:

- (a) that party's affected obligations under this agreement shall be suspended for so long as the Force Majeure continues and to the extent that that party is so prevented, hindered or delayed from performing such obligations;
- (b) as soon as reasonably possible and in any event within two (2) Business Days after commencement of the Force Majeure, that party shall notify the other party in writing of the occurrence of the Force Majeure, the date of commencement of the Force Majeure and the effects and likely duration of the Force Majeure on its ability to perform its obligations under this agreement;
- (c) that party shall use all reasonable efforts to mitigate the effects of the Force Majeure upon the performance of its obligations under this agreement;
- (d) as soon as reasonably possible and in any event within one (1) Business Day after the cessation of the Force Majeure, that party shall notify the other party in writing of the cessation of the Force Majeure and shall resume performance of its obligations under this agreement;
- (e) the operation of the Passenger Benefit Transfer Payment Model shall, on written notice by either party to the other, for so long as the Force Majeure continues, exclude from the calculation of the Transfer Payment, all Net Passenger Benefit and ASKs attributed to those parts of the Designated Route Services affected by the Force Majeure during such time and the BA Base Revenue (Passenger) and BA Base Annual Modelled ASKs and/or Qantas Base Revenue (Passenger) and Qantas Base Annual Modelled ASKs (as appropriate) shall be adjusted on a pro rata basis to reflect the extent of the exclusion of the effect of the Force Majeure from the operation of the Passenger Benefit Transfer Payment Model; and
- (f) the operation of the Cargo Benefit Transfer Payment Model shall, on written notice by either party to the other for so long as the Force Majeure continues, exclude from the calculation of the Transfer Payment, all Net Cargo Benefits and WRFTKs attributed to those parts of the Designated Route Services affected by the Force Majeure during such time and the BA Base Revenue (Cargo) and BA Base Annual Modelled WRFTKs and/or Qantas Base Revenue (Cargo) and Qantas Base Annual Modelled WRFTKs (as appropriate) shall be adjusted on a pro rata basis to reflect the

extent of the exclusion of the effect of the Force Majeure from the operation of the Cargo Benefit Transfer Payment Model.

21.18 Each of BA and Qantas undertakes on behalf of itself that it shall at all times during the term of this agreement maintain such disaster recovery procedures as would reasonably be expected of competent persons involved in the airline industry. If either BA or Qantas is prevented or delayed from or in the performance of its obligations under this agreement (the "Affected Party") by circumstances which do not constitute Force Majeure and the disaster recovery procedures maintained by it do not permit it to continue providing such services in accordance with this agreement, then the operation of the Passenger Benefit Transfer Payment Model or Cargo Benefit Transfer Payment Model (as appropriate) shall exclude, on written notice to the Affected Party from the other, the Net Passenger Benefit and ASKs or Net Cargo Benefit or WRFTKs earned or flown by the parties or those parts of the Designated Route Services affected by such non-performance or delay in performance during such time and the BA Base Revenue (Passenger or Cargo, as appropriate) and/or Qantas Base Revenue (Passenger or Cargo, as appropriate) shall be adjusted on a pro rata basis to reflect the time and extent of such exclusion from the operation of the Passenger Benefit Transfer Payment Model and/or Cargo Benefit Transfer Payment Model.

Taxes

21.19 Subject to clauses 12.6-12.10, each party shall be solely responsible for any Taxes imposed with respect to any income or profits received or recognised within such party's financial records or accounts in connection with the transactions contemplated by this agreement and on which any such liability to Tax is calculated.

21.20 The parties accept that, subject to clauses 12.6-12.10, they each remain responsible for their own tax affairs and liabilities in connection with all matters arising from this agreement or from their own operation of the Restated JSA Routes. If at any time, however, one party notifies the other that it wishes to modify these arrangements (without materially changing the commercial effect thereof) in order to mitigate some new or unanticipated tax risk or liability, the parties agree that they will consider such proposals in good faith and will not unreasonably refuse to implement the same.

21.21 If either party enters discussions with a tax authority in any jurisdiction in relation to any matters arising from this agreement, then it will inform and, as appropriate, consult with the other party prior to doing so and on an ongoing basis thereafter.

Confidentiality and Disclosure

21.22 Subject to clause 21.24, each party shall treat as strictly confidential all information of whatever nature which has been or may be received or obtained

as a result of negotiating, entering into or performing this agreement which relates to:

- (a) the negotiations relating to this agreement or any document referred to in this agreement;
- (b) this agreement, the provisions or subject-matter of this agreement or any document referred to in this agreement; and
- (c) in the case of BA, Qantas or any member of the Qantas Group, and in the case of Qantas, BA or any member of the BA Group and the business carried on by them or the members of their Group;

(collectively "Confidential Information").

21.23 Subject to clause 21.24(d) each party undertakes as follows:

- (a) not to make use of or disclose to any person any Confidential Information at any time; and
- (b) to take all reasonable steps to prevent the use or disclosure of Confidential Information at all times;

provided that each party shall be entitled to use Confidential Information for the purpose of enabling it to fulfil its obligations under this agreement.

21.24 A party may disclose information which would otherwise be confidential if and to the extent:

- (a) required by the law of any relevant jurisdiction or for the purposes of any judicial proceedings;
- (b) required by any recognised securities exchange or by any regulatory or governmental body to which either party is subject or submits;
- (c) the information is disclosed on a strictly confidential basis to that party's professional advisers, auditors or bankers for the purpose of advising that party in connection with this agreement provided that such disclosure is subject to the terms set out in clause 21.23;
- (d) the information is disclosed to that party's directors, officers or employees or members of that party's Group whose function requires that such information is disclosed to him provided that such disclosure is subject to the terms set out in clause 21.23;
- (e) the information has come into the public domain otherwise than through a fault of that party;
- (f) the other party has given prior written consent to the disclosure;

- (g) prior to disclosure by or on behalf of a party the information was lawfully in the other party's possession, as evidenced by its or its advisers' written records; or
- (h) required to enable that party to enforce its rights or remedies under this agreement;

provided that any Confidential Information proposed to be disclosed by a party pursuant to clauses 21.24(a) or 21.24(b) shall only be disclosed (a) after giving, where practicable, at least 20 Business Days' prior written notice to the non-disclosing party of such proposed disclosure (b) after consultation with the non-disclosing party, (c) the incorporation of such amendments as the non-disclosing party may require to be made to the contents of any proposed disclosure of Confidential Information and (d) having agreed with the non-disclosing party the form and content of the disclosure provided that at no time shall the non-disclosing party have the right to request amendments under this clause or otherwise limit disclosure under this clause in a manner which would prevent the party required to disclose the Confidential Information pursuant to clauses 21.24(a) or 21.24(b) from complying with such requirements.

Governing Law and Jurisdiction

21.25 This agreement shall be construed in and take effect in accordance with the laws in force in New South Wales, Australia and any dispute between the parties relating to the construction meaning or effect of this agreement or the rights and remedies of the parties under it, governed by those laws and the parties submit to the jurisdiction of the courts of New South Wales and the respective Australian courts of appeal from those courts.

IN WITNESS WHEREOF the parties have executed this agreement on the date first mentioned above.

SIGNED BY

as the authorised representative of

BRITISH AIRWAYS PLC

in the presence of

)
)
)
)



Name of witness D.N. NOTES.

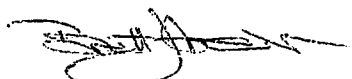
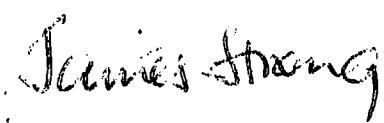
SIGNED BY

as the authorised representative of

QANTAS AIRWAYS LIMITED

in the presence of

)
)
)
)
)
)
)
)



Name of witness FRANK JAMES

RESTATED JOINT SERVICES AGREEMENT

ACCOMPANYING SCHEDULES

CONTENTS

Schedule 1 Part A	Designated Route Services
Schedule 1 Part B	Passenger Route Services
Schedule 1 Part C	Cargo Route Services
Schedule 2	Accounting Definitions
Schedule 3	Example of Passenger Benefit Transfer Payment Model
Schedule 4	Calculation of Passenger Benefit Transfer Payments
Schedule 5	Example of Cargo Benefit Transfer Payment Model
Schedule 6	Calculation of Cargo Benefit Transfer Payments
Schedule 7	Pro forma Auditors' Certificate
Schedule 8	Committee Functions and Initial Membership
Schedule 9	General Information Requirements
Schedule 10	Specific Methodology and Information Requirements – Schedule, Product and Configuration Changes and Other Items
Schedule 11	Settlement of Transfer Payments

SCHEDULE 1 - PART A

DESIGNATED ROUTE SERVICES

- 1. LHR - BKK**
- 2. LHR - SIN**
- 3. LHR - KUL**
- 4. BKK - SYD**
- 5. BKK - CNS**
- 6. BKK - MEL**
- 7. BKK - BNE**
- 8. BKK - PER**
- 9. SIN - SYD**
- 10. SIN - PER**
- 11. SIN - BNE**
- 12. SIN - MEL**
- 13. SIN - ADL**
- 14. SIN - DRW**
- 15. SIN - CNS**
- 16. FCO - BKK**
- 17. FRA - SIN**
- 18. FRA - BKK**
- 19. CDG - SIN**
- 20. KUL - SYD**
- 21. BKK - SIN**
- 22. DRW - CNS**
- 23. CNS - BNE**

SCHEDULE 1 - PART B

PASSENGER ROUTE SERVICES - BRITISH AIRWAYS

Date of Change	Sector	Flight Number	Designator	Qantas Sector Share	EIA Sector Share	Aircraft Type	Seats	Sector Distance Kms	Balanced Through Runners	Frequency	ASKs Millions
<u>Services at the Commencement of the JSA</u>											
	LHR - BKK	BA 09/10	BA	50%	50%	744	386	9,540	Yes	Daily	2,688.18
	BKK - SYD	BA 09/10	BA	50%	50%	744	386	7,537	Yes	Daily	2,123.78
	LHR - SIN	BA 11/12	BA	50%	50%	744	386	10,873	Yes	Daily	3,063.79
	SIN - PER	BA 11/12	BA	50%	50%	744	386	3,909	Yes	Daily	1,101.48
<u>Schedule Additions Before Commencement of the JSA</u>											
	LHR - BKK	BA 09/10	BA	50%	50%	744	18	9,540	Yes	Configuration change	125.36
	BKK - SYD	BA 09/10	BA	50%	50%	744	18	7,537	Yes	Configuration change	99.04
	LHR - SIN	BA 11/12	BA	50%	50%	744	18	10,873	Yes	Configuration change	142.87
	SIN - PER	BA 11/12	BA	50%	50%	744	18	3,909	Yes	Configuration change	51.36
<u>Schedule Changes After Commencement of the JSA</u>											
Oct 1996	LHR - SIN	BA 15/16	BA	0	100%	744	401	10,873	No	Twice per week	906.90
Apr 1997	LHR - SIN	BA 15/16	BA	0	100%	744	401	10,873	No	One additional service per week	453.45
Nov 1997	LHR - SIN	BA 15/16	BA	0	100%	744	401	10,873	No	Two additional services per week	906.90
	SIN - BNE	BA 15/16	BA	0	100%	744	401	6,140	No	Five services per week	1,280.31
Apr 1998	LHR - SIN	BA 15/16	BA	0	100%	744	401	10,873	No	Two additional services per week	906.89
	SIN - BNE	BA 15/16	BA	0	100%	744	401	6,140	No	Two additional services per week	512.13
Oct 1998	LHR-KUL	BA 33/34	BA	0	100%	744	401	10,552	No	Five services per week	2,200.30
	KUL-SYD	BA 33/34	BA	0	100%	744	401	6,621	No	Three services per week	828.37

SCHEDULE 1 - PART B

PASSENGER ROUTE SERVICES - QANTAS

Date of Change	Sector	Flight Number	Designator	Qantas Sector Share	BA Sector Share	Aircraft Type	Seats	Sector Distance Kms	Balanced Through Runners	Frequency	ASKS Millions	
												Services Per Week
Services at the Commencement of the JSA												
	LHR - BKK	QF 01/02	QF	50%	50%	744	396	9,540	Yes	Daily	2,757.82	
	BKK - SYD	QF 01/02	QF	50%	50%	744	396	7,537	Yes	Daily	2,178.80	
	LHR - SIN	QF 09/10	QF	50%	50%	744	396	10,873	Yes	Daily	3,143.17	
	SIN - MEL	QF 09/10	QF	50%	50%	744	396	6,032	Yes	Daily	1,743.73	
	FCO - BKK	QF 05/06	QF	100%	0%	744	396	8,840	No	Twice per week	730.17	
	FRA - BKK	QF 05/06	QF	100%	0%	744	396	8,963	No	Five times per week	1,850.73	
	BKK - SIN	QF 05/06	QF	100%	0%	744	396	1,443	No	Daily	417.14	
	SIN - SYD	QF 05/06	QF	100%	0%	744	396	6,289	No	Daily	1,818.02	
	SIN - BNE	QF 51/52	QF	100%	0%	742	433	6,140	No	Twice per week	554.51	
	SIN - BNE	QF 81/82	QF	100%	0%	743	417	6,140	No	Five times per week	1,335.06	
	SIN - ADL	QF 81/82	QF	100%	0%	763	228	5,401	No	Four times per week	513.68	
	MEL - BKK	QF 73/74	QF	100%	0%	763	228	7,358	No	Twice per week	349.90	
	SIN - DRW	QF 61/62	QF	100%	0%	763	228	3,337	No	Five times per week	396.72	
	DRW - CNS	QF 61/62	QF	100%	0%	763	228	1,674	No	Five times per week	199.01	
	SIN - CNS	QF 61/62	QF	100%	0%	763	228	5,005	No	Five times per week	238.01	
	SIN - PER	QF 77/78	QF	100%	0%	763	228	3,909	No	Daily	650.61	
	BKK - PER	QF 71/72	QF	100%	0%	763	228	5,351	No	Twice per week	254.46	
Schedule Changes After Commencement of the JSA												
July 96	SYD - SIN	QF 05/06	QF	100%	0%	744	398	8,289	No	5	(259.72)	
	SIN - BKK	QF 05/06	QF	100%	0%	744	398	1,443	No	5	(59.59)	
	BKK - FRA	QF 05/06	QF	100%	0%	744	398	8,983	No	5	(370.15)	
	SYD - SIN	QF 05/06	QF	100%	0%	744	398	8,289	No	-	779.16	
	SIN - FRA	QF 05/06	QF	100%	0%	744	398	10,270	No	-	1,272.37	
	SYD - SIN	QF 05/06	QF	100%	0%	744	398	8,289	No	2	(519.44)	
	SIN - BKK	QF 05/06	QF	100%	0%	744	398	1,443	No	2	(119.19)	
	BKK - FCO	QF 05/06	QF	100%	0%	744	398	8,840	No	2	(730.14)	
	MEL - BKK	QF 73/74	QF	100%	0%	763	228	7,358	No	2	(349.91)	
	BKK - FCO	QF 15/16	QF	100%	0%	743	417	7,358	No	-	969.94	
	SIN - DRW	QF 61/62	QF	100%	0%	763	228	8,840	No	-	1,163.28	
	DRW - CNS	QF 61/62	QF	100%	0%	763	228	3,337	No	5	79.35	
	SIN - CNS	QF 61/62	QF	100%	0%	763	228	1,874	No	5	39.80	
	BNE - BKK	QF 147/148	QF	100%	0%	763	228	5,005	No	2	(238.01)	
	BKK - CNS	QF 147/148	QF	100%	0%	763	228	7,284	No	0	343.35	
								6,020	No	0	141.89	

SCHEDULE 1 - PART B

PASSENGER ROUTE SERVICES - QANTAS cont.

Date of Change	Sector	Flight Number	Designator	Qantas Sector Share	IATA Sector Share	Aircraft Type	Seats	Sector Distance Kms	Balanced Through Runners	Frequency		ASKs Millions
										Old	New	
Schedule Changes After Commencement of the JSA cont.												
Oct 96	CNS - BNE	QF 147/148	QF	100%	0%	763	228	1,380	No	0	1	32.76
Oct 96	SIN - SYD	QF 123/124	QF	100%	0%	763	228	6,289	No	0	3	447.62
Oct 97	CNS/DRW/SIN	QF 61/62	QF	100%	0%	763	228	5,011	No	6	7	119.15
	SYD - SIN	QF 123/124	QF	100%	0%	763	228	6,289	No	3	4	149.53
Mar 98	SIN - BNE	QF 51/52	QF	100%	0%	744	407	6,140	No	7	3	(1,042.43)
	BKK - PER	QF 71/72	QF	100%	0%	763	228	5,351	No	2	0	(254.46)
	BNE - BKK	QF 147/148	QF	100%	0%	763	228	7,284	No	3	0	(518.58)
Apr 98	SIN - BNE	QF 51/52	QF	100%	0%	744	408	6,140	No	3	0	(783.74)
	SYD - SIN	QF 123/124	QF	100%	0%	763	228	6,289	No	4	6	299.07
Aug 98	SIN - ADL	QF 81/82	QF	100%	0%	763	228	5,401	No	4	5	128.42
	SIN - SYD	QF 123/124	QF	100%	0%	763	228	6,289	No	6	7	149.53
Oct 98	FRA - BKK	QF 05/06	QF	100%	0%	744	396	8,863	No	4	0	(1,480.58)
	BKK - SIN	QF 05/06	QF	100%	0%	744	396	1,443	No	4	0	(238.37)
	SIN - FRA	QF 05/06	QF	100%	0%	744	396	10,270	No	3	4	424.12
	SIN - SYD	QF 05/06	QF	100%	0%	744	396	6,289	No	7	4	(778.15)
	BKK - MEL	QF 05/06	QF	100%	0%	744	396	7,358	No	0	3	911.59
	BKK - FRA	QF 05/06	QF	100%	0%	744	396	8,853	No	0	3	1,110.44
	FCO - BKK	QF 15/16	QF	100%	0%	744	420	8,840	No	0	Aircraft change	0.00
	BKK - BNE	QF 15/16	QF	100%	0%	744	420	7,284	No	0	3	957.12
	SYD - SIN	QF 17/18	QF	100%	0%	744	395	7,358	No	3	0	(966.84)
	SIN - CDG	QF 17/18	QF	100%	0%	744	395	6,289	No	0	3	777.19
Dec 98	LHR/BKK/SYD	QF 01/02	QF	50%	50%	744	-2	10,715	Yes	0	3	1,324.14
	LHR/SIN/MEL	QF 09/10	QF	50%	50%	744	-2	17,077	Yes	Configuration change	Configuration change	(24.93)
Apr 99	BNE - BKK	QF 15/16	QF	100%	0%	744	420	16,905	Yes	Configuration change	Configuration change	(24.88)
	MEL - BKK	QF 15/16	QF	100%	0%	744	420	7,358	No	3	0	(957.12)
									No	0	3	966.84

SCHEDULE 1 - PART C

CARGO ROUTE SERVICES - BRITISH AIRWAYS

Date of Change	Sector	Flight Number	Designator	Qantas Sector Share	BA Sector Share	Aircraft Type	Sector Distance KMs	Balanced Through Runners	Frequency	WRFTKs Millions
<u>Services at the Commencement of the JSA</u>										
	LHR - BKK	BA 09/10	BA	50%	50%	744	9,540	Yes	Daily	97.29
	BKK - SYD	BA 09/10	BA	50%	50%	744	7,537	Yes	Daily	78.78
	LHR - SIN	BA 11/12	BA	50%	50%	744	10,873	Yes	Daily	67.56
	SIN - PER	BA 11/12	BA	50%	50%	744	3,909	Yes	Daily	40.85
<u>Schedule Changes After Commencement of the JSA</u>										
Oct 1996	LHR - SIN	BA 15/16	BA	0	100%	744	10,873	No	Twice per week	17.75
Apr 1997	LHR - SIN	BA 15/16	BA	0	100%	744	10,873	No	One additional service per week	8.90
Oct 1997	LHR - SIN	BA 15/16	BA	0	100%	744	10,873	No	Two additional services per week	63.39
	SIN - BNE	BA 15/16	BA	0	100%	744	6,140	No	Five services per week	↓
Apr 1998	LHR - SIN	BA 15/16	BA	0	100%	744	10,873	No	Two additional services per week	36.03
	SIN - BNE	BA 15/16	BA	0	100%	744	6,140	No	Two additional services per week	↓
Oct 1998	LHR-KUL	BA 33/34	BA	0	100%	744	10,552	No	Five services per week	54.16
	KUL-SYD	BA 33/34	BA	0	100%	744	6,621	No	Three services per week	↓

SCHEDULE 1 - PART C

CARGO ROUTE SERVICES - QANTAS

Date of Change	Sector	Flight Number	Designator	Qantas Sector Share	BA Sector Share	Aircraft Type	Sector Distance Kms	Balanced Through Runners	Frequency	WRFTK Millions
Services at the Commencement of the JSA										
	LHR - BKK	QF 01/02	QF	50%	50%	744	9,540	Yes	Daily	97.08
	BKK - SYD	QF 01/02	QF	50%	50%	744	7,537	Yes	Daily	78.63
	LHR - SIN	QF 09/10	QF	50%	50%	744	10,873	Yes	Daily	67.34
	SIN - MEL	QF 09/10	QF	50%	50%	744	3,909	Yes	Daily	62.93
	FCO - BKK	QF 05/06	QF	100%	0%	744	8,840	No	Twice per week	26.35
	FRA - BKK	QF 05/06	QF	100%	0%	744	8,963	No	Five times per week	66.79
	BKK - SIN	QF 05/06	QF	100%	0%	744	1,443	No	Daily	15.05
	SIN - SYD	QF 05/06	QF	100%	0%	744	6,289	No	Daily	65.61
	SIN - BNE	QF 51/52	QF	100%	0%	742	6,140	No	Daily	13.45
	SIN - BNE	QF 51/52	QF	100%	0%	743	6,140	No	Daily	48.60
	SIN - ADL	QF 81/82	QF	100%	0%	763	5,401	No	Four times per week	22.94
	MEL - BKK	QF 73/74	QF	100%	0%	763	7,358	No	Twice per week	11.99
	SIN - DRW	QF 61/62	QF	100%	0%	763	3,337	No	Five times per week	17.72
	DRW - CNS	QF 61/62	QF	100%	0%	763	1,674	No	Five times per week	8.89
	SIN - CNS	QF 61/62	QF	100%	0%	763	5,005	No	Twice per week	10.63
	SIN - PER	QF 77/78	QF	100%	0%	763	3,909	No	Daily	29.05
	BKK - PER	QF 71/72	QF	100%	0%	763	5,351	No	Twice per week	11.36
Schedule Changes After Commencement of the JSA										
July 96	SYD - SIN	QF 05/06	QF	100%	0%	744	8,289	No	5	4
	SIN - BKK	QF 05/06	QF	100%	0%	744	1,443	No	5	4
	BKK - FRA	QF 05/06	QF	100%	0%	744	8,983	No	5	4
	SYD - SIN	QF 05/06	QF	100%	0%	744	8,289	No	-	3
	SIN - FRA	QF 05/06	QF	100%	0%	744	10,270	No	-	3
	SYD - SIN	QF 05/06	QF	100%	0%	744	8,289	No	2	0
	SIN - BKK	QF 05/06	QF	100%	0%	744	1,443	No	2	0
	BKK - FCO	QF 05/06	QF	100%	0%	744	8,840	No	2	0
	MEL - BKK	QF 73/74	QF	100%	0%	763	7,358	No	2	0
	MEL - BKK	QF 15/16	QF	100%	0%	743	7,358	No	-	3
	BKK - FCO	QF 15/16	QF	100%	0%	743	8,840	No	-	3
	SIN - DRW	QF 61/62	QF	100%	0%	763	3,337	No	5	6
	DRW - CNS	QF 61/62	QF	100%	0%	763	1,874	No	5	6
	SIN - CNS	QF 61/62	QF	100%	0%	763	5,005	No	2	0
	BNE - BKK	QF 147/148	QF	100%	0%	763	7,284	No	0	2
	BKK - CNS	QF 147/148	QF	100%	0%	763	6,020	No	0	1
	CNS - BNE	QF 147/148	QF	100%	0%	763	1,380	No	0	1

SCHEDULE 1 - PART C

CARGO ROUTE SERVICES - QANTAS cont.

Date of Change	Sector	Flight Number	Designator	Qantas Sector Share	BA Sector Share	Aircraft Type	Sector Distance Kms	Balanced Through Runners	Frequency		WRFTK Millions	
									Services Per Week Old	Services Per Week New		
Schedule Changes After Commencement of the JSA cont.												
Oct 96	SIN - SYD	QF 123/124	QF	100%	0%	763	6,289	No	0	3	20.00	
Oct 97	CNS/DRW/SIN	QF 61/62	QF	100%	0%	763	5,011	No	6	7	↓	
	SYD - SIN	QF 123/124	QF	100%	0%	763	6,289	No	3	4	↓	
	SIN - BNE	QF 51/52	QF	100%	0%	744	6,140	No	7	3	(23.29)	
Mar 98	BKK - PER	QF 71/72	QF	100%	0%	763	5,351	No	2	0	↓	
	BNE - BKK	QF 147/148	QF	100%	0%	763	7,284	No	3	0	(34.66)	
Apr 98	SIN - BNE	QF 51/52	QF	100%	0%	744	6,140	No	3	0	↓	
	SYD - SIN	QF 123/124	QF	100%	0%	763	6,289	No	4	6	(13.46)	
Aug 98	SIN - ADL	QF 81/82	QF	100%	0%	763	5,401	No	4	5	↓	
	SIN - SYD	QF 123/124	QF	100%	0%	763	6,289	No	6	7	12.45	
Oct 98	FRA - BKK	QF 05/06	QF	100%	0%	744	8,853	No	4	4	↓	
	BKK - SIN	QF 05/06	QF	100%	0%	744	1,443	No	4	0	↓	
	SIN - FRA	QF 05/06	QF	100%	0%	744	10,270	No	3	4	↓	
	SIN - SYD	QF 05/06	QF	100%	0%	744	6,289	No	7	4	↓	
	BKK - MEL	QF 05/06	QF	100%	0%	744	7,358	No	0	3	↓	
	BKK - FRA	QF 05/06	QF	100%	0%	744	8,853	No	0	3	↓	
	FCO - BKK	QF 15/16	QF	100%	0%	744	8,840	No	0	Aircraft change	↓	
	BKK - BNE	QF 15/16	QF	100%	0%	744	7,284	No	0	3	↓	
	BKK - MEL	QF 15/16	QF	100%	0%	744	7,358	No	3	0	↓	
	SYD - SIN	QF 17/18	QF	100%	0%	744	6,289	No	0	3	↓	
	SIN - CDG	QF 17/18	QF	100%	0%	744	10,715	No	0	3	25.79	
Dec 98	LHR/BKK/SYD	QF 01/02	QF	50%	50%	744	17,077	Yes	Configuration change	Configuration change	↓	
	LHR/SIN/MEL	QF 09/10	QF	50%	50%	744	16,905	Yes	Configuration change	Configuration change	↓	
Apr 99	BNE - BKK	QF 15/16	QF	100%	0%	744	7,284	No	3	0	↓	
	MEL - BKK	QF 15/16	QF	100%	0%	744	7,358	No	0	3	0.00	

SCHEDULES 2 TO 7

Confidentiality Claimed

SCHEDULE 8

COMMITTEE FUNCTIONS AND INITIAL MEMBERSHIP

1. Initial Membership

BA

Robbie Baird, David Noyes, Nick Hird

Qantas

Paul Edwards, Peter McCumstie, Ian Mitchell

2. Committee

Functions

- Setting business direction for the Joint Services including network, pricing, product standards and marketing plan;
- Agreeing revenue targets and forecasts (by Area of Sale and by route);
- Agreeing and documenting the key assumptions underlying forecasts and the interdependencies between the two parties (eg. agreed sales targets, performance KPI's and other supporting activities).
- Until otherwise agreed, review the implementation of JSA revenue targets in the KPI's for key commercial areas of both parties including but not limited to sales teams and revenue management and the development of joint business plans.
- Monitoring Joint Services passenger and cargo performance:
 - by route;
 - by cabin (passenger only);
 - by Area of Sale;
 - Transfer Payments.
- Reviewing business cases for commercial activities that affect the Joint Services;
- Implementing and monitoring agreed Joint Services activities, whether joint or individual; and,
- Reviewing the performance of the JSA Management Team.

Monitoring

All commercial and financial outcomes of the Joint Services, including historical and forecast results and comparison to business cases, including considering adjustments to the transfer payment outcomes based on actual performance.

Key Requirements From Other Areas

Sales	Revenue targets by carrier, by market
Revenue Management	Yield/ASK across the entire JSA
Schedules	Target business case performance
Product	Target business case performance
Corporate	Provide needed support (transfer payment, codeshares, systems)

SCHEDULE 9

GENERAL INFORMATION REQUIREMENTS

Information to be supplied by both parties as a minimum to the Committee at each quarterly meeting and to be circulated in advance of the meeting by the Committee Secretary:

Schedule Plan

To be provided by the parties' commercial teams.

Revenue Forecast

To be refreshed on a quarterly basis and signed off by appropriate BA and Qantas commercial management prior to incorporation by the Committee and thence in any forecast Transfer Payment.

Information provided should include passenger revenue for 24 months, by sector, by cabin, phased by month.

For each Sector, the following information should be included as a minimum:

- Configuration;
- Frequency;
- Revenue, ASKs, RPKs, load factor and yield, all by cabin and WRFTKs;
- Area of Sale assumptions;
- Exchange rate assumptions.

Financial Performance Review (passenger and cargo performance, as relevant)

- Route level revenue analysis of actual performance compared to forecast including:
 - Yield per available seat kilometre ("ask") and per revenue passenger kilometre ("rpk") analysis;
 - Load factors;
 - Cabin performance.
- Information on key assumptions underpinning the route level performance and forecast including sales targets, KPIs and other support to be provided by each carrier;

- Confirm/update the rolling 2 year revenue forecast;
- Updated monthly transfer payment, actual and forecast.

Business Review (passenger and cargo business, as relevant)

- Status report on implementation of new commercial practices;
- Report on revenue management activities;
- Report on progress in achieving sales KPIs:
 - Individual and joint;
 - Area of Sale;
 - Tactical initiatives, eg. Qantas P yield; BA Y yield.
- Marketing and tactical advertising plans;
- Network development and joint analysis of opportunities;
- Status of joint dealing;
- Other areas of joint business importance;
- Feedback for business areas.

Schedule (passenger and cargo)/Configuration Changes (passenger only)

- Any new business cases for determination of model adjustments and retention yields;
- Model analysis to enable impact of changes on the transfer payment to be agreed;
- Information on key assumptions underpinning each schedule/configuration change including sales targets, KPIs and other support to be provided by each carrier;
- Performance review of past schedule changes to enable model adjustments to be agreed or modified. This should include analysis of agreed KPIs underpinning each schedule change;
- Confirm/update the rolling 2 year schedule plan.

Product Plan (passenger and cargo)

- Confirm / update rolling 2 year product plan;
- Any new business cases for determination of model adjustments;
- Model analysis to enable impact of changes to be agreed.

SCHEDULES 10 AND 11

Confidentiality Claimed

VARIATION AGREEMENT DATED 27 SEPTEMBER 2001

Confidentiality Claimed