

THE AUSTRALIAN TRAVEL ACCREDITATION SCHEME (ATAS)

Code of Conduct

Version 7
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Contents

1.	About ATAS	4
2.	What services are covered	4
2.1	Aims of this Code	4
3.	ATAS Code obligations	5
3.1	Code obligations.....	5
3.2	Service quality promise	5
3.3	Requirements under other laws	5
3.4	Respecting your rights	5
3.5	Customers with special needs	5
3.6	Customers in remote indigenous communities	5
3.7	Staff training and competency	5
3.8	Getting a copy of this Code.....	6
3.9	Reviewing and improving this Code.....	6
4.	Information about our services	6
4.1	Terms and conditions.....	6
4.2	Changes to terms and conditions.....	6
4.3	Copies of documents	6
4.4	Privacy and confidentiality	7
5.	Resolving complaints and disputes	7
5.1	Our complaints handling process	7
5.2	Handling your information	8
5.3	Other avenues of dispute resolution.....	8
5.4	ATAS Complaints Escalation Process	8
5.5	Types of complaints accepted	8
5.6	Resolving a complaint under ATAS	8
5.7	Outcomes of ATAS Complaints Escalation Process.....	11
5.8	Appeals to the ACAC	11
5.9	ACAC's powers	11
6.	Definitions and Interpretations	12

1. About ATAS

The Australian Travel Industry Association (ACN 001 444 275) (**ATIA**) has established the Australian Travel Accreditation Scheme (**ATAS**).

ATAS is a voluntary scheme established to enhance travel industry standards and ensure the professionalism of the travel industry into the future.

This **Code** sets standards of good practice that **travel intermediaries** accredited under **ATAS** must follow in their day-to-day practices.

Your **ATAS** accredited travel intermediary, along with the **ATAS** team and **ATIA**, are committed to increasing consumer awareness and understanding of this **Code**.

All information relating to **ATAS**, including this **Code**, the **ATAS** Charter, as well as a list of participating travel intermediaries, is available on the **ATAS website**, www.atas.com.au.

2. What services are covered

The **Code** applies to:

- (a) **Travel services** we provide to **you** on or after **our accreditation date**; and
- (b) Any actions we take on or after **our accreditation date** relating to **travel services** booked before that date.

The **Code** sometimes includes words highlighted in bold. These words are defined in the 'Glossary of terms' included at the end of this document.

2.1 AIMS OF THIS CODE

This Code supports the overall objectives of **ATAS** by:

- (a) Setting minimum standards of behaviour and service delivery for **ATAS** accredited travel intermediaries, and providing for suitable consequences when these standards are not met;
- (b) Holding all **ATAS** accredited travel intermediaries to the same standard of behaviour, no matter where they are based;
- (c) Establishing an independent process for assisting consumers and their **ATAS** accredited travel

intermediaries to resolve any complaints or disputes that might arise; and

- (d) Building the professionalism of the travel intermediary industry into the future.

3. ATAS Code obligations

3.1 THIS CODE SETS OUT THE OBLIGATIONS THAT ATAS ACCREDITED TRAVEL INTERMEDIARY MUST ADHERE TO.

3.2 SERVICE QUALITY PROMISE

- (a) In providing **our** services, **we** will:
 - (i) Advise **you** of any relevant options and alternatives to satisfy **your** travel requirements, taking into account **your** particular interests as well as **our** arrangements with **our travel suppliers**;
 - (ii) Be receptive to suggestions and feedback **we** receive;
 - (iii) Disclose all relevant information in a plain and easy-to-understand form;
 - (iv) Communicate with **you** and/or **your** authorised representative in a timely manner, whether this is in writing or by telephone;
 - (v) Monitor external developments affecting how **we** provide **our** services, including changes in regulation, codes of practice and other related matters;
 - (vi) Ensure that our products and services are fit for any disclosed purpose;
 - (vii) Act with due care and skill;
 - (viii) Not engage in any acts or omissions of a misleading or deceptive nature;
 - (ix) Act fairly and in a reasonable and ethical manner;
 - (x) Treat **you** with respect, consideration and courtesy and
 - (xi) comply with the Australian Consumer Law.
- (b) In meeting **our** key commitments to **you**, **we** would greatly appreciate **you**:
 - (i) Being courteous and respectful in **your** dealings with **us**, as well as with **our** other customers and suppliers;

- (ii) Telling us if **you** need help to access or understand **our** products and services;
- (iii) Providing sufficient information to help **us** understand **your** needs;
- (iv) Listening carefully and communicating clearly; and
- (v) Responding to **our** requests within a reasonable time.

3.3 REQUIREMENTS UNDER OTHER LAWS

- (a) This **Code** applies in addition to any obligations created by other laws.
- (b) **We** will comply with this **Code** except where doing so would lead to a breach of any other legal obligations (for example a privacy law).

3.4 RESPECTING YOUR RIGHTS

This **Code** does not affect any other rights **you** may have under federal, state and territory laws.

3.5 CUSTOMERS WITH SPECIAL NEEDS

We will take all reasonable measures to assist customers with a disability or who require additional help, in accessing **our travel services**.

3.6 CUSTOMERS IN REMOTE INDIGENOUS COMMUNITIES

If **you** are a member of a remote Indigenous community, **we** will take reasonable steps to:

- (a) Make information about **travel services** that may be relevant to **you** available in an accessible manner and language;
- (b) Ensure that staff members operating in a remote location are appropriately trained and have the requisite level of cultural awareness; and
- (c) Consider any relevant **Australian** Commonwealth, State, Territory and local government programs that may be of assistance.

3.7 STAFF TRAINING AND COMPETENCY

We will ensure **our** staff (along with **our** authorised representatives) will be appropriately trained so that they:

- (a) Are familiar with their obligations under this **Code**; and

- (b) Can competently and efficiently perform their duties to the standard expected under **ATAS**.

3.8 GETTING A COPY OF THIS CODE

We will:

- (a) Promote this **Code**;
- (b) Make this **Code** available on request; and
- (c) Advise you that the Code is available at www.ata.travel.

3.9 REVIEWING AND IMPROVING THIS CODE

- (a) **We** will participate in any review of this **Code** and support the efforts of the **ATAS** and **ATIA** administrations in conducting such a review. In particular, **we** will support any forums for the exchange of views on travel agent issues, the effectiveness of this **Code** and of **ATAS** more broadly.
- (b) **You** can assist in the review process by visiting the **ATAS** website and providing feedback on this **Code**. **Your** comments will be considered as part of the next review or earlier, if appropriate.

4. Information about our services

4.1 TERMS AND CONDITIONS

- (a) **Our terms and conditions** will:
 - (i) Be provided to you before you enter into a sale with us;
 - (ii) Require you to acknowledge that you have received and accepted our terms and conditions;
 - (iii) Include a Schedule of Fees of any fees we charge you;
 - (iv) Be distinguishable from marketing or promotional material;
 - (v) Be in English and any other language **we** consider to be appropriate to **our** customer base;
 - (vi) Be consistent with this **Code**;
 - (vii) Advise **you** of **our** obligations to protect the confidentiality of your information; and
 - (viii) Provide **you** with information about **our** complaints handling policy and other dispute resolution procedures available under **ATAS**.

4.2 OUR QUOTES AND ITINERARIES

Where we act as an agent, our quotes and itineraries will include a statement that advises you:

- i) we act as an Agent; and
- ii) That our Terms and Conditions are in addition to the Terms and Conditions of each Travel supplier listed on the quote/itinerary; and
- iii) That it is the Terms and Conditions of the Travel supplier that determine the terms of cancellation and refunds, if any.

4.3 COPIES OF DOCUMENTS

- (a) At any time, **you** may ask **us** for a copy of a document relating to any **travel arrangements** that **we** make on **your** behalf. In this instance, **we** will comply not only with this **Code**, but with any other laws that apply to the disclosure of information – for example, the **Australian Consumer Law (ACL)** and the Privacy Act 1988 (Cth).
- (b) **We** will provide **you** with a copy of a document:
 - (i) Within 14 days provided that the original document was generated within a period of 1 year from the request; or
 - (ii) Otherwise within 30 days, provided that the original document is no more than 7 years old.
- (c) If **you** request a copy of a notice that required **you** to take action and **our** original contract with **you** was discharged or terminated more than 2 years ago, we do not have to provide **you** with a copy of that notice.
- (d) A copy of a document provided to **you** under this **Code** may be in electronic form, or in any other form **we may agree on with you**.

4.4 PRIVACY AND CONFIDENTIALITY

- (a) **We** acknowledge that, in addition to **our** duties under the Privacy Act 1988 (Cth) and/or other relevant state or territory privacy legislation, **we** have a general duty of confidentiality towards **you**, except in the following circumstances:
 - (i) Where **we** are required by law to disclose information about **you**; or
 - (ii) Where **you** give **us** express or implied consent to disclose that information.

5. Resolving complaints and disputes

ATAS has a strong focus on consumer **complaint** handling and dispute resolution. As a result, **we** are actively committed to helping **you** resolve any **complaint** or concern that **you** may have about the way in which **we** have provided **our** services.

5.1 OUR COMPLAINTS HANDLING PROCESS

- (a) As an **ATAS** accredited travel intermediary, **we** must have a customer **complaints** handling procedure, which is:
 - (i) Easy and free to access; and
 - (ii) Complies with the Australian Standard on complaint management (Guidelines for complaint management in organisations) as described from time to time and in this Code.
- (b) If **you** have a **complaint**, **you** can advise **us** by one of the following methods:
 - (i) Completing any feedback form that **we** may make available to **you**;
 - (ii) Contacting **us** directly via telephone, mail or email; or
 - (iii) In person, by speaking to a travel agent or other customer service staff.
- (c) **We** will acknowledge **your complaint** within 5 **days** of receiving it.
- (d) When lodging a **complaint**, **we** may need to request additional information from **you** to assist with **our** investigations.
- (e) **We** will attempt to investigate **your complaint** and inform **you** of the outcome within 21 **days** of receipt. **We** will also maintain communication with **you** throughout **our** investigation.
- (f) **We** may be unable to complete **our** investigation within the 21 day period if **we** are waiting for a response from **you** or a third party which **we** have told **you** is required. In this case, **we** will:
 - (i) Inform **you** of the reasons for the delay; and
 - (ii) Specify a date when a decision can reasonably be expected.
- (g) **We** will provide **you** with the above information in writing unless it has been mutually agreed that it can be given orally.

5.2 HANDLING YOUR INFORMATION

- (a) Any information **you** provide may be recorded and used to assist **us** in improving **our** products and services to future customers.
- (b) **Your** personal information will at all times be stored in accordance with privacy requirements.

5.3 OTHER AVENUES OF DISPUTE RESOLUTION

- (a) **You** are not required to use **our complaint** handling process.
- (b) **You** may lodge a **complaint** with **your** local state or territory consumer affairs agency, court or tribunal.

5.4 ATAS COMPLAINTS ESCALATION PROCESS

- (a) **Our** objective is to resolve **your complaint** as a point of first contact.
- (b) If **you** are not satisfied with the outcome **we** have proposed, **you** may escalate the complaint to the ATAS Compliance Manager via the online complaint form available at [atas.com.au](https://www.atas.com.au).
- (c) If you are not satisfied with the decision of the ATAS Compliance Manager you may appeal that decision to the free, independent ATAS Complaint Appeal Committee (ACAC).
- (d) We will advise you of these options.

5.5 TYPES OF COMPLAINTS ACCEPTED

- (a) Complaints that are deemed ineligible will not be accepted by the ATAS Compliance Manager.
- (b) If **your complaint** is not accepted by **ATAS**, **you** will be referred to **your** local consumer protection agency, court or tribunal.
- (e) The following categories of complaints are ineligible for review under the ATAS Complaint Escalation process:
 - i. Does not involve an alleged breach of the **ATAS Code**;
 - ii. Where it would be unreasonable to pursue a matter that is more than 6 months old;
 - iii. Incident giving rise to the complaint occurred before we were an ATAS accredited member;

- iv. Involves an allegation or finding of
 - a. Corruption;
 - b. Disqualification of a director;
 - c. Failure to pay money owing under a Court order; or
 - d. Trading whilst insolvent.
- v. The matter would be more appropriately dealt with by a law enforcement agency, court or tribunal;
- vi. The complaint has been lodged with a law enforcement agency, court or tribunal;
- vii. The complaint is seeking a claim for non-economic loss; or
- viii. Is frivolous or vexatious, or is being brought for an improper purpose.

5.6 RESOLVING A COMPLAINT UNDER ATAS

Please note that you are not obliged to use this process and may instead lodge a complaint with a relevant consumer protection agency, court or tribunal.

Stage 1: Our Resolution – within 21 days

- › We will attempt to resolve your complaint in the first instance in line with our complaint and dispute handling processes.
- › When attempting to resolve your complaint we will consider all relevant circumstances and information and inform you of our proposed action.

Stage 2: Review by ATAS Compliance Manager – within 45 days

If you are not satisfied with the outcome of our proposed resolution (stage 1), you may escalate your complaint to the ATAS Compliance Manager. If accepted, the Compliance Manager will undertake an investigation into the complaint and will make one of the following determinations:

- › Seek to resolve the matter by mutual agreement;
- › Find that **we** have already taken, or proposed to take, action that would sufficiently resolve the **complaint**;
- › Require **us** to take particular action to resolve **your complaint** (provided such action may reasonably be complied with);
- › Find that **we** have not breached our obligations under the **Code** and close the **complaint**; or
- › Find that **we** have breached the **Code** and refer the matter to the **ATAS Complaint Appeal Committee (ACAC)** for independent investigation.

You can lodge a complaint with the ATAS Compliance Manager at www.atas.com.au. Should you require assistance please contact ATIA.

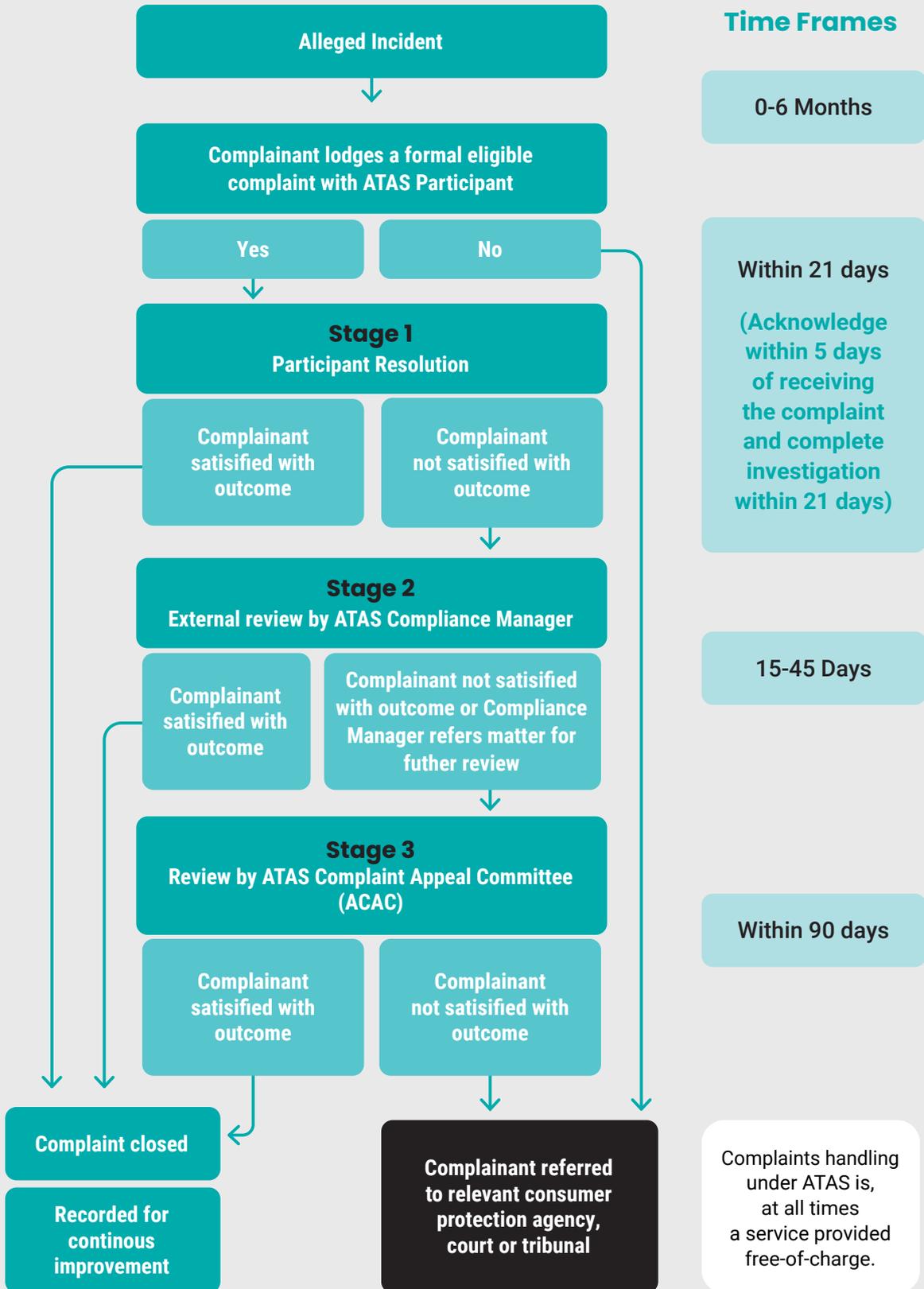
Stage 3: Review by ACAC – within 90 days

- › Where a complainant is not satisfied with the outcome of the review by the Compliance Manager (stage 2), or the Compliance Manager has determined that the complaint should be referred to the **ACAC** for review the **ACAC** will review the complaint and make a determination. A complainant must appeal to the **ACAC** within 14 days of the notification of the outcome by the **ATAS** Compliance Manager and must do so in writing to acac@atas.com.au.

Complaint Closed

- › Following the review by the **ACAC** the complaint is closed.
- › If you are not satisfied with the outcome of the **ACAC** review (stage 3) you will be referred to your relevant consumer protection agency, court or tribunal.
- › Note – You may make a complaint direct to your relevant consumer protection agency, court or tribunal at any stage, however such complaint may be ineligible for review by **ATIA** or the **ACAC**.

Complaints Escalation Flowchart



5.7 OUTCOMES OF ATAS COMPLAINTS ESCALATION PROCESS

- (a) The ATAS Compliance Manager may:
 - (i) Seek to resolve the matter by mutual agreement;
 - (ii) Find that **we** have already taken, or proposed to take, action that would sufficiently resolve the **complaint**;
 - (iii) Require **us** to take particular action to resolve **your complaint** (provided such action may reasonably be complied with);
 - (iv) Find that **we** have not breached our obligations under the **Code** and close the **complaint**;
 - (v) Find that **we** have breached the Code and refer the matter to the **ATAS Complaint Appeal Committee (ACAC)** for independent investigation.
- (b) The **ATAS** Compliance Manager must advise the Complainant and Participant in writing of their findings within 45 days of receiving an escalated complaint. If the **ATAS** Compliance Manager is unable to complete the investigation within the 45 day period, he or she will inform you of the reasons for the delay and specify a date when a decision can reasonably be expected.
- (c) Where we have been required to take particular action to resolve a complaint, and the **ATAS** Compliance Manager becomes aware that such action has not been taken within a reasonable timeframe, the matter will be referred to the **ATIA** CEO. At the **ATIA** CEO discretion, he or she will take the appropriate action as he or she sees fit. This action may include a recommendation to the **ATIA** Board to cancel or suspend our accreditation for failing to comply with the **ATAS Charter** Eligibility Criteria and complying with a request of the **ATAS** Compliance Manager.
- (d) The **ATAS** Compliance Manager will prepare a written report for the **ACAC** on the outcome of an escalated complaint. The **ACAC**'s power are provided in Attachment F 'The **ACAC** Terms of Reference'.

5.8 APPEALS TO THE ACAC

- (a) **You** may appeal the **ATAS** Compliance Manager's findings to the **ACAC** if you are not satisfied with the ATAS Compliance Manager's findings.
- (b) Appeals must be in writing and be received by the **ACAC** within **14 days** of the ATAS Compliance Manager notifying you of **their** decision.
- (c) The **ACAC** secretariat will provide written confirmation within **5 business days** of receiving **your complaint**.

5.9 ACAC'S POWERS

- (a) Within 90 days of the date of receiving **your** appeal, the **ACAC** will investigate **your complaint** and notify **you** in writing of its findings. If the **ACAC** is unable to complete the investigation within the 90 day period, they will inform you of the reasons for the delay and specify a date when a decision can reasonably be expected.
- (b) The powers and functions of the **ACAC** are found in the **ACAC** Terms of Reference at Attachment F to the **ATAS** Charter.

6. Definitions and Interpretations

In this **Code** any words in bold like **this** have the following meanings:

ACL means the **Australian Consumer Law**. The ACL is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

ACAC means the ATAS Complaint Appeal Committee.

Accreditation date means the date that **we** were first accredited under the **ATAS** scheme.

Agent has the same meaning as defined by the law.

ATAS means Australian Travel Accreditation Scheme.

ATAS website means www.atas.com.au.

ATIA means the Australian Travel Industry Association (ACN 001 444 275).

ATIA Board means the board of directors appointed and constituted under the Constitution of the Australian Federation of Travel Agents Limited.

ATIA website means www.atia.travel.

Australia includes the coastal sea of each jurisdiction but does not include an external territory.

Business day means a day that is not a Saturday, a Sunday or a public holiday in **Australia**.

Charter means the **ATAS Charter** as published by **ATIA**, at the **commencement date**, as subsequently amended from time to time.

Code and "**this Code**" means the ATAS Code of Conduct, as amended from time to time.

Complaint means an expression of dissatisfaction by a customer relating to **travel service** provided by **us**.

Day means a calendar day.

Entity means a sole trader, partnership, trust or company (proprietary limited or limited). It does not include independent contractors, sub-agents or branch offices.

Travel arrangements means any transport, accommodation, tourist services or facilities, travel insurance, holidays, packages, or any other products or services specifically identified as **travel arrangements** by the **ATIA Board**, from time to time.

Travel intermediary means an **entity**, domiciled or

incorporated in **Australia**, who provides a **travel service** on behalf of a **travel supplier**. This includes, but is not limited to, a travel agent, travel management company, aggregator, distributor, online travel agent, inbound or outbound tour operator, wholesaler and a consolidator.

Travel service means any **travel service** or product we provide to **you** in **Australia**:

- (a) Including any **travel service** or product we provide on behalf of a **travel supplier**, whether supplied directly by **us** or through another **travel intermediary**; and
- (b) In the case of any **travel service** or product that we distribute on behalf of another **travel supplier** or **travel intermediary**, extends only to our role in distributing or supplying the service or product to **you** and not to the service or product itself.

Travel supplier is an **entity** that provides transport, accommodation, tourist services or facilities, travel insurance, holidays, packages, or any other arrangements specifically identified as **travel arrangements** by the **ATIA Board** from time to time.

We, us and **our** means the ATAS **travel intermediary** that **you** deal with that has adopted this **Code** and its employees.

You and **your** means our customer (or, where this **Code** specifically applies to prospective customers, a prospective customer).

A reference in this **Code** to any law or other binding code or standard includes any amendments made from time to time to such a law or binding code or standard.

