

Australian Travel Accreditation Scheme (ATAS)

Charter

Version 6
19 August 2022

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1. ABOUT ATAS

The Australian Federation of Travel Agents Limited (ACN 001 444 275) (**AFTA**) has created a division known as the Australian Travel Accreditation Scheme (**ATAS**).

This **Charter** outlines the objectives, rules and participation arrangements for **ATAS** and sets out the terms and conditions under which **ATAS** operates.

By applying for accreditation under **ATAS** and subsequently being accredited under **ATAS**, travel intermediary businesses are agreeing to be bound by this **Charter** (as Participants). Participants must also comply with the **ATAS Code of Conduct (the Code)**, which is designed to give consumers greater confidence in dealing with a travel intermediary that elects to become a Participant in **ATAS**.

1.1. Objectives

The objectives of **ATAS** are to:

- (a) Establish a nationally recognised accreditation scheme for travel intermediaries that demonstrates to consumers their professional standing within the travel industry;
- (b) Maintain high standards of service delivery by requiring **ATAS** Participants to meet the requirements set out in this **Charter** as well as the **Code**, and providing for suitable consequences when these requirements are not met;
- (c) Inform consumers about the benefits of using an **ATAS** accredited travel intermediary when booking travel;
- (d) Facilitate the resolution of disputes arising between Participants and consumers; and
- (e) Ensure the professionalism of the travel intermediary industry into the future.

1.2. Structure

ATAS is overseen by a governance team incorporating:

- (a) The AFTA Chief Executive (AFTA CEO or CEO), who has overall responsibility for **ATAS**' operation and ensuring that **ATAS** is aligned with the **AFTA Board's** strategic direction. The CEO is responsible for advising the **AFTA Board** on **ATAS** and both monitoring and reviewing the scheme's operation.
- (b) The **ATAS Compliance Manager (Compliance Manager)**, who is responsible for assessing applications for **ATAS** participation by first-time and renewing participants, monitoring participants' compliance with the **Charter** and **Code** and reporting to the AFTA CEO or the **ACAC** accordingly, undertaking investigations into alleged breaches of the **Charter** and the **Code** and assisting participants, consumers and the **ACAC** in resolving customer **complaints** and other compliance matters. The Compliance Manager is responsible for the day-to-day management of **ATAS** and overseeing the **ATAS Charter** and **Code** including setting **ATAS** policies and procedures.
- (c) The ATAS Complaint Appeal Committee (**ACAC**), are an independent review body specifically established under **ATAS** to review and determine consumer **complaints which have been referred to it by** a consumer or the **ATAS Compliance Manager**, relating to an allegation of non-compliance with the **ATAS Code**.

ACAC members will be appointed, and required to act, in accordance with the **ACAC's** Terms of Reference at Attachment F to this **Charter**.

- (d) The **AFTA Board** is responsible for formally approving the **ATAS Charter** and **Code**, commissioning relevant reviews, ensuring **ATAS's** effective operation more generally (such as setting fees), and taking into consideration any recommendation or report from the **AFTA Chief Executive**, the **ATAS Compliance Manager** or the **ACAC** .

1.3. Obligations of the AFTA Board relating to the ACAC

- (a) The **AFTA Board** will:
 - (i) Empower the **ACAC** to carry out functions consistent with the **ATAS** objectives;
 - (ii) Ensure that the **ACAC** has sufficient resources and funding to carry out its functions in a satisfactory and efficient manner at the discretion of the Board;
 - (iii) Co-operate and comply with all reasonable requests of the **ACAC** in carrying out its functions; and
 - (iv) Ensure that the **ACAC** act in accordance with the **ACAC** Terms of Reference, as prescribed from time to time.
- (b) The **AFTA Board** of Directors upon reviewing the recommendation from the **ACAC** may suspend or cancel the Participant's accreditation with immediate effect at its discretion.

2. BECOMING AN ATAS PARTICIPANT

2.1. Who is an ATAS Participant?

- (a) A Participant is a travel intermediary who is accredited under **ATAS**. A travel intermediary is an **entity** that is domiciled, registered or incorporated in Australia, and 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, and their employees.
- (b) Full **AFTA** members must be **ATAS** accredited.
- (c) Entities that choose not to be **AFTA** members may still apply to be **ATAS** Participants but must also demonstrate membership of an industry body, association or other relevant travel industry association. In the event of any conflict between the operation of any non-AFTA membership terms and conditions and this Charter, the ATAS Charter and Code provisions are to prevail.
- (d) Related Bodies Corporate.

In assessing an ATAS applicant or Participant, the ownership structure of the entity will be taken into consideration. The criteria outlined in cl 2.5 will also be applied to holding companies and parent or ultimate parent entities to determine eligibility.

2.2. How to become ATAS Accredited

- (a) Travel intermediaries who wish to become **ATAS** Participants, or to **renew** their existing **ATAS** Accreditation, must meet the eligibility criteria listed below or as amended from time to time.
- (b) Applications to become a Participant and applications for renewal must be submitted in the form required by **AFTA**, and must be completed by the Applicant.
- (c) Applications will be assessed by the **ATAS Compliance Manager**.
- (d) If the documents submitted are in any way incomplete or unsatisfactory, or if the **ATAS Compliance Manager** believes that further information is required to determine whether the eligibility criteria have been satisfied, the applicant will be notified in writing. In any such event, if the applicant is a Participant, the **ATAS Compliance Manager** may suspend the applicant's accreditation for such period and on such condition as the **Compliance Manager** thinks fit.
- (e) An applicant who receives such a notice will have **14 days** from the date of the notice to provide additional evidence of compliance or otherwise correct the deficiency in their application or renewal.

2.3. Unsuccessful applications

- (a) An unsuccessful applicant may request written reasons from the **Compliance Manager**, but must do so in writing, within 7 days of the date of the **Compliance Manager's** notification that the application had been rejected.

- (b) A Participant's accreditation will automatically be cancelled on the date of the rejection of their application for renewal of accreditation.
- (c) Immediately upon the cancellation of a Participant's accreditation, **AFTA** may place the fact of such cancellation and the reason for it, on the public record.

2.4. Review of application

- (a) If the **Compliance Manager** determines to reject an application, or otherwise that the accreditation of a Participant should be cancelled or suspended, the person or entity the subject of the decision may request a review of that determination by delivering to the **AFTA** CEO within 14 days of the date of the **Compliance Manager's** notification, a written request for a review, stating clearly the reasons why the determination was made in error or, in the event written reasons have been requested in accordance with clause 2.3(a) above, within 14 days of the date of those reasons.
- (b) Upon receipt of such a request within the period stipulated in the preceding paragraph, the **AFTA** CEO must review the determination based upon the Participant's request and the material before the **Compliance Manager**. The CEO has all the powers of the **Compliance Manager**, and may affirm the decision of the **Compliance Manager**, refer the application back to the **Compliance Manager** for reconsideration, or substitute his or her own decision but may do the latter only in the event he or she is satisfied the **Compliance Manager's** decision was one that no reasonable **Compliance Manager** could have made. Within 14 days of receipt of such request, the **AFTA** CEO must complete the review and notify the applicant in writing as to the outcome of the review, stating reasons. The decision of the **AFTA** CEO in respect of the review will be final and binding.
- (c) An Applicant or Participant may seek a review from the Independent Chair of the ACAC to determine whether the ATAS Compliance Manager and AFTA CEO extended the principles of natural justice and followed due process in making their determinations. Such a review must be requested within 14 days of the AFTA CEO issuing their determination pursuant to cl 2.4(b) above. Where the Independent Chair determines there was an error, they will return it to the ATAS Compliance Manager and AFTA CEO to review their decision and to apply correct procedures and natural justice.

2.5. Eligibility Criteria

For an applicant to become an **ATAS** Participant or for a Participant in **ATAS** to remain as such, all of the following eligibility criteria must at all times be satisfied:

(a) Meet the ATAS definition of a 'Travel Intermediary'

For the purposes of **ATAS**, a 'Travel Intermediary' is an **entity**, domiciled, registered or incorporated in Australia, which sells a **travel product** on behalf of a **travel supplier**.

A 'Travel Intermediary' includes, but is not limited to, a travel agent, travel management company, aggregator, distributor, online travel agent, inbound and outbound tour operators, wholesaler and a consolidator.

Foreign companies may also become **ATAS** accredited if they are registered under the Corporations Act 2001 (Cth), have obtained an Australian Registered Body Number (ARBN) or Australian Business Number (ABN), and they sell travel products on behalf of a travel supplier.

(b) **ATAS Acceptance, release and indemnity deed poll (Deed Poll)**

The applicant must submit a signed **Deed Poll** in the form provided on the **AFTA website**. By doing this, the Applicant:

- (i) Acknowledges that it has received, read and understood the **Code** and the **Charter**;
- (ii) Agrees that it will comply with the **Code** and **Charter** and ensure that its employees comply with the **Code** and **Charter**;
- (iii) Agrees that its accreditation under **ATAS** is at all times subject to compliance with the **Code** and **Charter**;
- (iv) Agrees that, through its corporate policies and procedures, it will provide a level of staff education and training which is consistent with the eligibility criteria; and
- (v) Releases and indemnifies **AFTA** and the **ACAC** with respect to the performance of their duties under **ATAS**.

(c) **Consumer protection and engagement**

In submitting the Deed Poll at Attachment B, the applicant acknowledges that it understands, and will comply with, any relevant obligations under the Australian Consumer Law (**ACL**). The **ACL** is a national law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

The **Compliance Manager** may request specific information or examples in order to demonstrate that the participant is complying with this criterion.

(d) **Business Compliance and Governance**

In order to approve an application, the **Compliance Manager** must be of the opinion that the applicant is fit and proper to be a Participant. To demonstrate compliance with the below criteria, formal background checks are required at the discretion of the **Compliance Manager**.

Without limiting the **Compliance Manager's** discretion to determine the application, an applicant, generally speaking will not be fit and proper to be a Participant if:

- (i) the applicant is not solvent or fails to satisfactorily meet the tests outlined in Attachment D of this Charter, as determined by the **Compliance Manager**;
- (ii) at any time in the 10 years preceding the determination of the application, the applicant or a director or shareholder (other than a director or shareholder of a publicly listed company) or **close associate** of the applicant or of a related body corporate of the applicant:
 - A. was a bankrupt;
 - B. was a director, or was concerned in the management, of a company which at any time during that period of 10 years:
 - (l) failed to meet a liability that, in the opinion of the **Compliance Manager**,

- resulted in a significant loss to a consumer;
- (II) was an externally-administered body corporate;
 - (III) has had in the case of a winding up in insolvency, a liquidator, or provisional liquidator appointed in respect of it;
 - (IV) was determined to be ineligible to be a participant in the AFTA Travel Accreditation Scheme (**ATAS**);
 - (V) had its **ATAS** Accreditation cancelled; or
 - (VI) was charged with or convicted of a civil or criminal offence that, in the opinion of the **Compliance Manager**, was one affecting the applicant's fitness to be a Participant.
- (e) In considering the application or existing accreditation, the **Compliance Manager** may have regard to any information he or she sees fit.
- (f) If an applicant is a party to legal proceedings which relate in any way to its eligibility to be or become a Participant, the **Compliance Manager** may in their absolute discretion delay consideration of the application until such legal proceedings have been finally determined.
- (g) **Financial Assessment**
- An applicant must provide a copy of its latest financial statements and such other information as may be requested. If such documents are not provided within 14 days of being requested or within such other period as may be extended by the **Compliance Manager**, the accreditation may be suspended forthwith until the documents are provided which satisfy the **Compliance Manager**.
- (i) A Participant is required to submit the latest annual financial statements as soon as they become available and must not wait until the next renewal period.
 - (ii) All Participants must submit Financial Statements (Balance Sheet and Profit and Loss Statement) prepared by a Certified Accountant.
 - (iii) All Participants except for Publicly listed entities and sole traders, must maintain a separate client or trust account to hold client funds separate from operational accounts. Sole traders will be required to comply with the specific requirements set by the AFTA Board from time to time.
 - (iv) An applicant or Participant may be assessed at any time during their ATAS Participation. An applicant or Participant who fails to demonstrate a satisfactory financial position as tested against Attachment D to this Charter, may be placed on a conditional monitoring agreement, suspended or cancelled at any time.
 - (iii) The **Compliance Manager** may seek the advice of an independent senior accountant consultant as he or she sees fit, and failure of a Participant to comply with such a request will result in cancellation of the accreditation.
- (h) An applicant must have an Australian Business Number (ABN) or an Australian Registered Body Number (ABRN).
- (i) **Commercial Safeguards**

The applicant must provide current certificates for public liability and professional indemnity insurance policies. If the applicant holds other relevant insurance, certificates of currency may also be provided for these policies.

(j) **Workforce Development**

The applicant must ensure that 50 per cent of its consumer-facing staff holds a *Certificate III – Travel*, or equivalent

The **Compliance Manager** will recognise equivalent qualifications or recognition of prior learning of at least 2 years in a front-line travel selling position (TSP) at their discretion and may request that supporting material be provided on submission.

(k) **Customer Dispute Resolution and Complaints Handling**

The applicant must be committed to the efficient and effective resolution of **complaints** and disputes.

The applicant must provide evidence of its customer dispute resolution and complaints handling policy (complaint and dispute resolution policy). This policy must meet the current Australian Standard for complaint management in organisations.

A model **ATAS** customer dispute resolution and complaints handling procedure is provided by **AFTA** and is available on the **AFTA website**.

Participants are required to notify the client by appropriate means (a) when a dispute with a client arises, as to the participant’s internal process, and (b) when the client is not satisfied in regard to the final outcome of the participant’s internal process, as to the available external process.

(l) **Payment of Fee**

The applicant must pay the **ATAS** participation fee that applies to their relevant category. Information on the **ATAS** participation fee categories structure is provided below.

(i) **Schedule of Fees:**

Fees will be set by the **AFTA Board** and may be varied from time to time. The current Fee structure is available on the **AFTA website**.

(ii) **Payment options**

A number of payment options are available, including Credit Card, EFT, Direct Debit and Cheque.

(iii) **Renewal fees**

Existing Participants will receive an annual invoice for their renewal fee. This fee must be paid within the specified payment timeframe on the invoice date.

If a Participant does not pay the renewal fee before the end of this period, they will receive a reminder notifying them that immediate payment is required. Late payment fees may apply.

(m) **Additional Conditions**

ATAS may impose additional conditions on a Participant's accreditation as it sees fit, these conditions form part of the eligibility criteria once imposed and are in accordance with the objectives of **ATAS**.

(n) **Failure to Renew**

If the accreditation of a Participant has not been renewed within the required time frame, the Participant accreditation will be cancelled and placed on the public record.

(o) **Voluntary withdrawal**

An **ATAS** Participant may voluntarily withdraw at any time (which **ATAS** may place on the public record) except in the instance that **AFTA** have issued a notice to the Participant advising that consideration was being given to cancellation of the accreditation. Where this occurs, and the Participant fails to adequately respond to the matters, the Participant will be recorded as cancelled and placed on the public record.

(p) **Criteria 9 (start-up businesses only)**

An applicant who is a **start-up business** must provide the following:

- (i) Forecast operational budget (12 months minimum) – outlining cash reserves, borrowing capacity or details of other means available to meet operational expenses and the estimated timing of revenues and expenses;
- (ii) Business Plan – including start-up business information, financial, professional fees (legal and/or accounting), regular charges); incorporation costs; marketing plan; organizational structure; experience of management and employees; business strategy; suppliers and examples of product.
- (iii) Copy of your ASIC Company and Historical extract;
- (iv) Copy of your most recent bank account statements, (including the set-up of a client account); and
- (v) Such other information as may be requested.

2.6. ATAS Participation Fee Structure

The **ATAS** participation Fee structure is based on the applicant’s total transaction value (**TTV**), whether it operates in a single location or more than one location, and whether it operates online or offline or both.

Category Number	Description
Category One	An entity with an annual TTV of less than \$1m (AUD)
Category Two	An entity with an annual TTV between \$1m and \$2.5m
Category Three	An entity with an annual TTV of between \$2.5m and \$5m
Category Four	An entity with an annual TTV of between \$5m and \$10m
Category Five	An entity with an annual TTV of between \$10m and \$100m
Category Six	An entity with an annual TTV of between \$100m and \$250m
Category Seven	An entity with a TTV of more than \$250m and less than \$1billion
Category Eight	An entity with a TTV of more than \$1billion

2.7 Change of details

Participants must notify the **ATAS Compliance Manager** of any change of details within 7 days of the change occurring where the change may affect the participant’s accreditation.

2.8 Failure to meet criteria

At any time during an application or a Participant’s accreditation, the **Compliance Manager** may cancel a Participants Accreditation where it is demonstrated that the Participant does not meet the eligibility criteria. This includes, but is not limited to, where:

- a) a Participant has failed to notify **AFTA** within 7 days of a material change to the shareholder structure;
- b) a Participant has failed to notify **AFTA** within 7 days of a change in Directors of the company;
- c) a Participant has failed to disclose to **AFTA** that a Director or Shareholder, or related body corporate was previously declined by **AFTA**;
- d) a Participant has failed to disclose material information; or
- e) where the **ATAS Compliance Manager** is satisfied that the ATAS Participant no longer meets the Eligibility Criteria of clause 2.5 of this Charter.

3 ATAS GENERAL COMMITMENTS

3.1 Compliance with the Charter and Code

- (a) Participants must at all times abide by the requirements set out in this Charter, as well as the ATAS Code. In the event of any breach of the Charter or Code the accreditation may be suspended or cancelled forthwith.
- (b) In the event of any conflict between the operation of non-AFTA membership terms and conditions and the ATAS Charter and Code, the ATAS Charter and Code provisions are to prevail.

3.2 Accreditation date

- (a) The **Charter** applies to travel services provided by an ATAS Participant from their **Accreditation date**.

3.3 Reviewing the ATAS Charter and Code

- (a) The **AFTA Board** will undertake an external review of the **Charter** and **Code** every 3 years.
- (b) A review of the **Charter** and **Code** will be conducted according to the Terms of Reference for the Review as approved by the Board as required.

3.4 Outcome of Consultation

- (a) The **AFTA Board** will receive a report on the outcome of the review.
- (b) This report will be published on the **AFTA** website in a downloadable format, and include any recommendations arising out of the review that the Board accept.

3.5 Changes to ATAS documentation

- (a) The **AFTA Board** may, from time to time, approve changes to **ATAS** (including to the **Charter** and **Code**) where such changes are, in the opinion of the **AFTA Board**, necessary or desirable to ensure the scheme's ongoing effective operation.
- (b) Any changes will be published on the **AFTA website**.

3.6 Promoting the Charter and Code

- (a) The **AFTA Board** will promote **ATAS** through its distribution channels, such as the **AFTA** and **ATAS** websites. This may include:
 - (i) Information promoting the **Charter** and **Code** and how to access these documents;
 - (ii) A register of current ATAS Participants;
 - (iii) A register of **ATAS** Participants who have had their accreditation suspended or cancelled for non-compliance with the **Charter** or **Code**;

- (iv) A register of ATAS Participants who have voluntarily withdrawn from the scheme.

4 RESOLVING COMPLAINTS AND DISPUTES

A complainant may, at any time, lodge a **complaint** about an **ATAS** participant with their relevant consumer protection agency, court or tribunal.

Alternatively, **ATAS** provides a complaint and dispute handling process which is detailed in Attachment A 'ATAS **Code** of Conduct' and Attachment F 'ACAC Terms of Reference'.

5 ATAS CODE COMPLIANCE, MONITORING AND SANCTIONS

5.1 ATAS Compliance Manager's function

- (a) The **ATAS Compliance Manager** may investigate a suspected breach of the **Code** or **Charter**:
 - (i) Identified as the result of a **complaint** against a Participant referred through the **ATAS** escalation process;
 - (ii) Identified in an allegation made by a third party; or
 - (iii) On the **ATAS Compliance Manager's** own initiative.
- (b) In investigating a suspected breach of the **Code**, the **ATAS Compliance Manager** will:
 - (i) Take into account all relevant facts, evidence and material available relating to the **complaint**;
 - (ii) Consider the provisions of the **ATAS Charter** and **Code**;
 - (iii) Follow the requirements of natural justice and procedural fairness;
 - (iv) Act in a fair and unbiased manner; and
 - (v) Comply with any relevant laws and use commonly accepted investigation techniques.

5.2 The **ATAS Compliance Manager** will treat any information received as confidential.

- (a) The **ATAS Compliance Manager** will not disclose the complainant's personal details to the Participant without the complainant's consent.
- (b) If the **ATAS Compliance Manager** believes that the complainant's details need to be released to the Participant to ensure procedural fairness, and the complainant refuses to agree to this, the **ATAS Compliance Manager** will close the **complaint** and refer the complainant to the relevant consumer protection agency, or a court or tribunal.
- (c) It may be necessary for the **ATAS Compliance Manager** to require a participant to provide documents (including written, electronic, or recorded documents), or to make a statement relevant to an investigation.
- (d) The Participant does not need to provide documents not in their possession.

- (e) A Participant must make all reasonable attempts to comply with such a request.
- (f) If, within 15 business days of the request being made, the Participant has not complied and does not have a reasonable excuse, the **ATAS Compliance Manager** will stop the complaint escalation process and refer the matter to the **ACAC** for investigation as a potential breach of the **ATAS Charter** and **Code**.

5.3 ACAC functions

- (a) Investigations will also be conducted in a manner consistent with the **ACAC's** Terms of Reference, at attachment F of this **Charter**.
- (b) The **ACAC** functions and powers are provided in the **ACAC** Terms of Reference in Attachment F to this Charter.

5.4 Report to AFTA Board

- (a) The AFTA CEO will provide a report to the **AFTA Board** summarising the outcomes of each complaint investigated by the **ATAS Compliance Manager** and the **ACAC**.

6 INFORMATION RELATING TO ATAS

6.1 ATAS documentation

All rights relating to or arising out of this **Charter**, the **Code** and all other documentation related to **ATAS**, belongs to **AFTA**.

6.2 Confidentiality

- (a) Except where agreed between **ATAS** and the Participant, any information about the Participant shall be treated as confidential.
- (b) For the avoidance of doubt, if a Participant's accreditation under ATAS is suspended, cancelled or voluntarily withdrawn, the decision and reasons for the decision to cancel or suspend the accreditation are not confidential and may be disclosed in certain circumstances, such as for the purposes of publishing a list of Participants whose **ATAS** accreditation has been suspended, cancelled or voluntarily withdrawn.
- (c) **AFTA** may also be required by law to release confidential information. In such instances, the Participant shall, if permitted under law, be notified of the information provided.
- (d) Information about the Participant obtained from sources other than the Participant (e.g. information from complainants or regulators) shall be treated as confidential.

6.3 Conflict of Interest

- (a) **ATAS** shall be administered in a manner which is impartial and fair.

- (b) All members of the **ATAS** management team and the **AFTA Board** (including any Sub-Committee) must declare and adequately manage any conflicts of interest to ensure impartiality is upheld.
- (c) Where a member of the **ATAS** management team and the **AFTA Board** (including any Sub-Committee) has one or more interests that may prevent that member acting in an impartial manner with respect to a decision under this **Charter**, that member will be immediately removed from the relevant decision making process and replaced if considered necessary.

6.4 ATAS Participation Benefit and Symbol

- (a) **ATAS** Participant benefits are detailed on the **AFTA** website www.afta.com.au
- (b) **ATAS** is represented by its logo, the “**ATAS Symbol**” (Symbol), which is available for download by **ATAS** participants at www.afta.com.au.
- (c) The Participant will have a non-exclusive, revocable licence to use **ATAS**’ accreditation related branding, including the Symbol.
- (d) The Symbol will at all times remain the property of **AFTA**.
- (e) The guidelines can be found in the relevant section of the **AFTA website** regarding appropriate use of the symbol.
- (f) The symbol is an indivisible unit and must not be altered in any way. Deliberate modifications and incorrect use may result in compliance action and sanctions under, as well as legal action.
- (g) A Participant whose accreditation has been cancelled for any reason is not permitted to promote or market that they are a Participant in **ATAS** and must immediately cease to use any reference to **ATAS** in their internal and external communications. This includes ceasing of all use of the **AFTA** and **ATAS** Symbol and includes any symbol related to **AFTA** and the National Travel Industry Awards (NTIA).
- (h) Where a participant’s accreditation is suspended, cancelled or voluntarily withdrawn, the **ATAS Compliance Manager** will write to the Participant requiring them to cease using any **ATAS** intellectual property, trademarks or any other symbols that may give an impression they are somehow accredited under **ATAS**. Failure to comply with this direction may result in legal action.

7 CONTACTING ATAS

7.1 Contact details and notices

- (a) The up-to-date contact details of **AFTA** will be available on the **AFTA website**.
- (b) Wherever the **Charter** or **Code** requires notification in writing, this may be done by post, email or other form of recorded delivery.

8 GOVERNING LAW

8.1 Governing law

This Charter is governed by the law in force in New South Wales.

8.2 Jurisdiction

Each ATAS Participant and each applicant for **ATAS** accreditation or renewal of that accreditation:

- (a) submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them; and
- (b) waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

9 DEFINITIONS AND INTERPRETATIONS

In this **Charter** any capitalised words have the following meanings or are defined as provided throughout this **Charter**:

AFTA website means www.afta.com.au.

ACAC means the **ATAS** Complaint Appeal Committee

ACL means the Australian Consumer Law.

Accreditation date means the date that an applicant became an **ATAS** Accredited Participant.

AFTA means the Australian Federation of Travel Agents Limited (ACN 001 444 275).

AFTA Board means the board of directors of **AFTA** as appointed and constituted under the Constitution of **AFTA**.

ATAS means the **Australian** Travel Accreditation Scheme.

ATAS Compliance Manager means the person to whom has been delegated the role of ATAS Compliance manager.

ATAS website means www.atas.com.au.

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

Charter means the **ATAS Charter** as published by **AFTA** and subsequently amended from time to time.

Close associate – means, in respect of an applicant for accreditation or renewal of accreditation, a person who:

- (a) in the opinion of the Compliance Manager may be able to exercise an influence over or with respect to the conduct of the business of the applicant, or
- (b) is the spouse or de facto partner of:
 - (i) the applicant;
 - (ii) a director or shareholder of the applicant;
 - (iii) a director or shareholder of a related body corporate of the applicant.

Code means the **ATAS** Code of Conduct, annexed as Attachment A to this **Charter**, as subsequently amended from time to time.

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

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, branch offices, or persons employed by an **entity**.

externally-administered body corporate – has the same meaning as in the *Corporations Act 2001* but excludes a body corporate that is being wound up.

related body corporate – has the same meaning as in the *Corporations Act 2001*;

Start-up business means a business that has not yet one full year of financial statements that may be submitted for assessment.

Travel arrangements means transport, accommodation, tourist services or facilities, travel insurance, holidays, packages, or any other arrangements designated as **travel arrangements** by the **AFTA Board** from time to time for the purpose of this **Charter**.

Travel service means any **Travel service** or product provided:

- (a) including any **Travel service** or product provided by the participant on behalf of a **travel supplier**, whether supplied directly or through another **Travel Intermediary**; and
- (b) in the case of a **travel service** or product provided by a **travel supplier** or another **Travel Intermediary** and distributed by the Participant, extends only to the participant's distribution or supply of the service or product to the consumer and not to the service or product itself.

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

TTV means the gross value of sales relating to **travel services** or travel-related arrangements.

A reference in this **Charter** to any law or binding **code** or standard includes a reference to any such law or binding **code** or standard as amended from time to time.



Australian Travel Accreditation Scheme (ATAS)

Code of Conduct

Version 6
19 August 2022

ATAS
travel accredited

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1. About ATAS

The Australian Federation of Travel Agents Limited (ACN 001 444 275) (**AFTA**) 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 **AFTA**, 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.afta.com.au.

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 **AFTA** 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 AFTA.

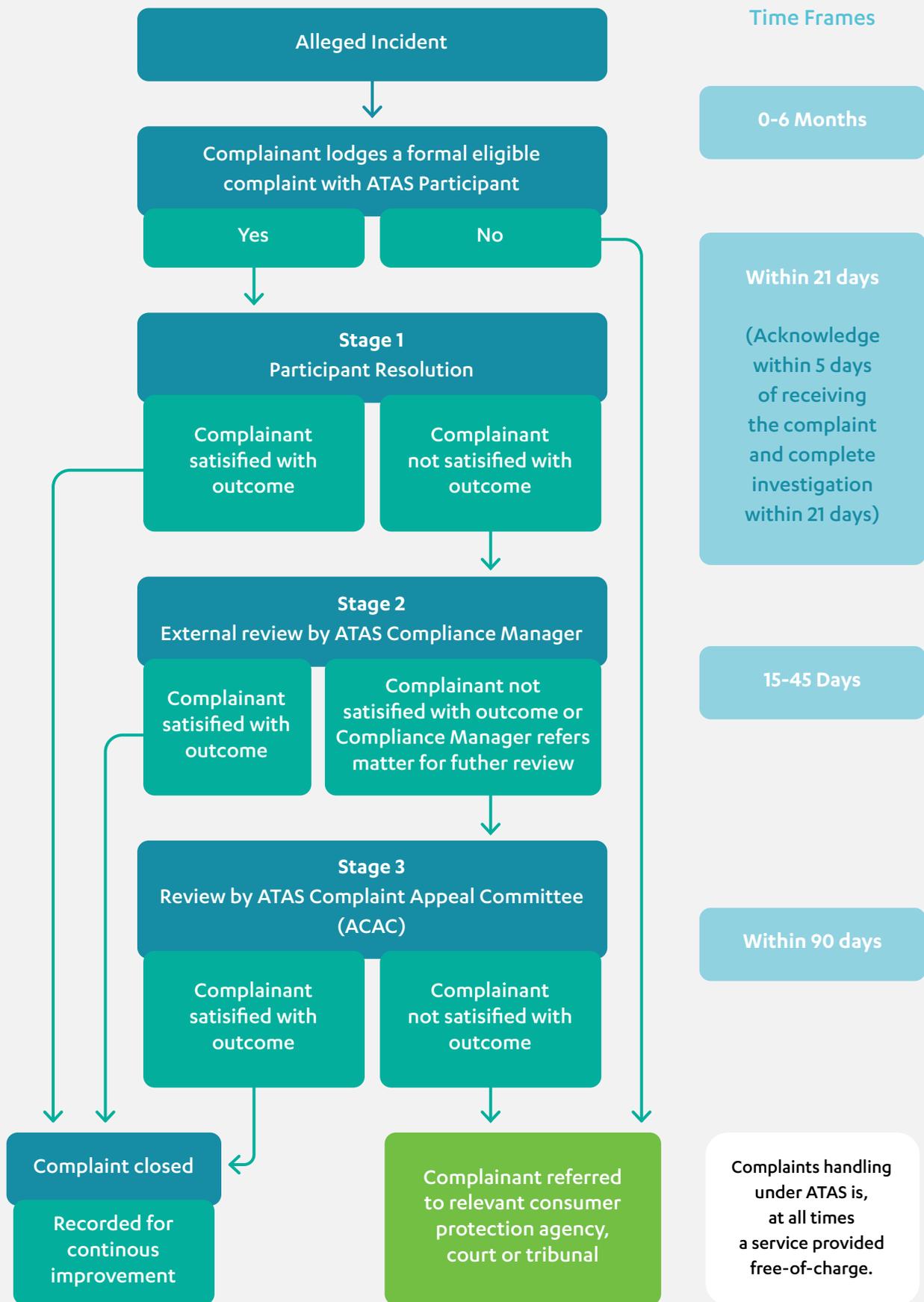
Stage 3: Review by ACAC – within 90 days

- › 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@afta.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 **AFTA** 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 **AFTA** CEO. At the **AFTA** CEO discretion, he or she will take the appropriate action as he or she sees fit. This action may include a recommendation to the **AFTA** 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** powers 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.

AFTA means the Australian Federation of Travel Agents Limited (ACN 001 444 275).

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

AFTA website means www.afta.com.au.

ATAS means Australian Travel Accreditation Scheme.

ATAS website means www.atas.com.au.

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 **AFTA**, 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 **AFTA 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 **AFTA 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.



Solvency Definition

There are a number of indicators that raise concerns that a participant may be insolvent. When assessing solvency, it is important to consider these indicators together (i.e. a single indicator may not on its own mean that the business is insolvent). The below indicators are assessed against the annual Financial Statements submitted to AFTA and the Financial Status Questionnaire. Where the ATAS Compliance Manager finds that the assessment is not satisfactory, a Financial Query or Notice to Show Cause will be issued in the first instance. Failure to sufficiently respond, may result in the suspension or cancellation of the ATAS accreditation.

Where a Risk Category #1 is a Fail, the assessment will be deemed not satisfactory and a Notice to Show Cause issued.

Risk Category	Liquidity Analysis	Calculation	Strong	Stable	Fail
#1	Current Ratio	$\text{Total Current Assets} / \text{Total Current Liabilities}$ <ul style="list-style-type: none"> Ability of the entity to pay off its short-term debt Ability of the entity to meet its debts as they fall due 	> 1.50	1.00 – 1.50	< 1.00
#1	Client Funds	Where a deficiency in client funds is reflected in the Balance Sheet or where the entity has indicated or demonstrated that client funds are not covered by available cash the test is failed.	Pass		Fail
#1	Tax and super	Are all tax, including PAYG, GST, payroll tax and superannuation contributions obligations being met?	Pass		Fail
#1	Debt / Asset Ratio	$\text{Total Liabilities} / \text{Total Assets} \times 100$ A measure of an entity's total debt to its total assets. A percentage less than 100 means that a company has more assets than debt, while a ratio of more than 100 means the opposite. A higher ratio indicating greater risk.	< 50	50 - 99	> 100
#2	Cash Ratio	$\text{Cash} + \text{Cash Equivalents} / \text{Current Liabilities}$ <ul style="list-style-type: none"> The ratio of total cash & cash equivalents to an entity current liabilities. Determines how quickly the entity can repay its short-term debts when they fall due using only cash. 	> 1.50	1.00 – 1.50	< 1.00
#2	Debt / Equity Ratio	$\text{Total Liabilities} / \text{Shareholders' Equity}$ <ul style="list-style-type: none"> Compares a business' debt to equity. The debt to equity ratio shows the percentage of financing that comes from creditors and investors. A higher debt to equity ratio indicates that more creditor financing is used than investor financing (shareholders). The greater a company's leverage, the higher the ratio. Generally, companies with higher ratios are thought to be more risky because they have more liabilities and less equity.	< 75	75 - 99	> 100
#2	Net Profit Margin	$\text{Net Profit} / \text{Sales} \times 100$ <ul style="list-style-type: none"> The proportion of sales remaining after all expenses have been accounted for. The greater the number the stronger the entity.	> 3	1 - 3	< 1

Australian Travel Accreditation Scheme (ATAS)

ATAS Complaint Appeal Committee (ACAC)

Terms of Reference

Version 6

19 August 2022

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1. INTRODUCTION

1.1 This document establishes the authority, disciplinary processes and responsibilities the **ACAC** has in performing its functions effectively, efficiently and independently in accordance with the **ATAS** Charter.

2. AUTHORITY

- 2.1 The ACAC has the authority to review a complaint appealed by a complainant, an ATAS Participant or referred to it by the ATAS Compliance Manager.
- 2.2 Where the ATAS Complaint Manager or the **ACAC** have been misled by any party involved in a matter, the **ACAC** may reopen a matter.
- 2.3 A decision made by the **ACAC** is final.
- 2.4 The role of the **ACAC** is to:
- a) Act as an Appeal body to review complaints pursuant to the Stage 3 process of the ATAS Code of Conduct. The ACAC may investigate a complaint de novo. This includes but is not limited to:
 - i. Investigating, making determinations and giving directions;
 - ii. Reviewing all documentation available on each complaint;
 - iii. Determining what, if any, additional material/evidence (including verbal or written statements from affected parties or witnesses) may be required; and
 - b) Review complaints referred to it by the **ATAS** Compliance Manager and provide recommendations or suggestions to support the scheme in accordance with these Terms of Reference.
 - c) Ensure that due process and procedural fairness is at all times afforded to participants and complainants, despite that the **ACAC** is not bound by the rules of evidence;

DISCIPLINARY PROCESS

- d) The **ACAC** may make and enforce findings in relation to matters referred to it, including one or more of the following sanctions:

- (i) **Improvement Notices** - a written direction requiring a participant to change their behaviour, policies or processes and to take whatever action is required by the improvement notice, to ensure compliance with the **Code** or **Charter**, within the timeframe set by the **ACAC** and stated in the notice. An Improvement Notice may be issued at the discretion of the **ACAC** including where an appeal is dismissed or decided in favour of the ATAS Participant;
- (ii) **Warning Notice** - informs the participant that their behaviour/actions are not acceptable in the circumstances and that if further breaches are identified additional sanctions may be imposed;
- (iii) **Rectification Order** - a direction requiring the participant to rectify (i.e. fix) the consequences of their actions in a manner and timeframe determined by the **ACAC**. This may include orders for a full or partial refund, as determined by the **ACAC**, for the cost of any travel or travel-related arrangements made by the relevant Participant;
- (iv) **Publication Order** – a **direction** requiring the participant to publish (in whichever format the ACAC deems appropriate) a corrective advertisement;
- (v) **Public Notification** – a **notice** to the wider community of a participant’s non-compliance with the Code or Charter to be published on the ATAS website;
- (vi) **Re-training Order** – a **direction** requiring the participant or appropriate staff member/s of the participant to successfully undertake professional development or training as determined by the **ACAC**.
- (vii) **Suspension or Cancellation** - Make a recommendation to the **AFTA Board** on the suspension or cancellation of an **ATAS** participant’s accreditation, where there has been a failure to comply with an enforcement order or, in the opinion of the **ACAC**, a significant breach of the **Code** has been identified. The **ACAC** must provide appropriate details of the nature of the breach, the evidence and any other material the **ACAC** relied upon, and the reasoning process behind its recommendation;

2.5 The **AFTA Board** may vary, remove or add additional sanctions from time to time. Such changes to the approved sanctions will be published on the ATAS website 21 days prior to the changes coming into effect.

3. RESOLUTION OF CUSTOMER COMPLAINT

3.1 The **ACAC** may resolve a complaint referred by the **ATAS** Compliance Manager under the **ATAS Charter** by:

- a) Dismissing the complaint, either wholly or in part; or
- b) Accepting the complaint.

3.2 In order to resolve a complaint, the **ACAC** may request that either party:

- a) Not seek to rely on any contractual terms while the **ACAC**'s investigation is underway;
- b) Provide any information, or respond to any questions, that may assist in resolving the complaint.

3.3 If the **ACAC** accepts the complaint, the **ACAC** may impose any requirement or sanction listed in Part 2 of the Terms of Reference

3.4 Within 21 days of its decision, the **ACAC** must notify both parties in writing, including detailed reasons.

3.5 If the complainant is not satisfied with the **ACAC**'s decision, the **ACAC** may:

- a) Recommend that any further resolution of the complaint be pursued in a court or tribunal; or
- b) Refer the party to a relevant consumer protection authority in relation to the same matter.

4. RESPONSIBILITIES

4.1 The **ACAC** may make any determination reasonably required to fulfill its obligations under this Terms of Reference.

4.2 It the responsibility of the **ACAC** to comply with the process and time frames as described in the **ATAS** Code of Conduct.

4.3 (a) The **ACAC** may take into account the following factors when determining which, if any, requirement or sanction should be imposed for a breach of the **Code**:

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- (i) The nature, seriousness and frequency of any breach;
 - (ii) The impact of the breach on consumers’ or other Participants’ confidence in **ATAS**;
 - (iii) The likelihood that the Participant will breach the **Code** or **Charter** in the future;
 - (iv) The Participant’s attempts, if any, to resolve the matter;
 - (v) The period over which the breach occurred;
 - (vi) Any prior breaches attributed to the Participant;
 - (vii) Whether the Participant was or should have been aware that a breach would occur as a result of their actions (including any omissions);
 - (viii) The Participant’s willingness to adhere to the **Code** and **Charter** in the future;
 - (ix) Whether the Participant admits the breach;
 - (x) Whether the Participant has demonstrated a willingness to take responsibility for their actions;
 - (xi) The Participant’s co-operation with the **ATAS** team.
- (b) The **ACAC** may take into account any mitigating factors that might warrant the imposition of a less stringent requirement or sanction.

5. MEMBERSHIP AND TERMS OF OFFICE

5.1 Appointment:

The ACAC will consist of an Independent Chair and two (2) Appointed Members. An additional two (2) Alternate Appointed Members will be appointed.

Alternate Appointed Members will only participate on the ACAC at the direction of the Independent Chair as required. This will be required when there is a conflict of interest, unavailability or any other reason determined by the Independent Chair.

The membership of the **ACAC** will consist as follows:

Independent Chair

- a) One (1) person with suitable experience in either the travel industry, commerce, legal or public administration. This person will also be the Independent Chairperson of the **ACAC**.

Appointed Members:

- b) One (1) person with relevant experience at a senior level from the travel industry in Australia, as an industry representative; and
- c) One (1) person with relevant experience and knowledge as a consumer representative.

Alternate Appointed Members

- d) One (1) person with relevant experience at a senior level from the travel industry in Australia; as an industry representative; and
- e) One (1) person with relevant experience and knowledge as a consumer representative.

5.2 **Term of appointment:** In 2022, Appointed Members will be appointed for a period of one (1) year and Alternate Appointed Members will be appointed for a period of two (2) years. From then on, all appointments will be for a period of two (2) years.

5.3 Every effort will be made to ensure that the **ACAC** upholds the values of the Committee member diversity.

5.4 No Appointed or Alternate Member may be appointed for more than two (2) terms.

5.5 The Independent Chairperson will be appointed for a term of three (3) years and may be appointed for a second term subject to the process in clause 6.4.

5.6 An appointed member may resign at any time upon giving notice in writing to the chairperson. Steps will be taken to fill the vacancy in accordance with clause 6 (Method of Appointment), and the member will be appointed for the remaining term of that member that resigned.

5.7 The **AFTA Board** may terminate the appointment of an appointed member if the Board is of the opinion that:

- a) This is necessary for the proper and effective functioning of the ACAC;
- b) The appointed member has failed to carry out their duties as an **ACAC** member.
- c) The member has been guilty of misconduct in the view of the **AFTA Board**.

6. METHOD OF APPOINTMENT

- 6.1 Appointed Members and Alternate Members will be appointed on merit by the **AFTA Board** who will at all times hold the final decision.
- 6.2 **ATAS** management will use an Expression of Interest (EOI) process to invite suitably qualified people to register their interest in serving on the **ACAC**.
- 6.3 The EOI process will seek people with specific skills and knowledge for appointment to one of the three categories of appointed members (Industry representative, consumer representative and independent chairperson.)
- 6.4 The Independent Chair and consumer represented industry Appointed and Alternate members will be selected by negotiation and agreement between the **AFTA Board** and a representative nominated by the Consumer Federation of Australia.
- 6.5 The **AFTA Board** will undertake its own process to appoint the member with relevant travel experience.

7. CONDITIONS OF APPOINTMENT

- 7.1 Appointed and Alternate Members must agree to their name and qualification being published on the **ATAS website**.
- 7.2 Appointed and Alternate members will be remunerated for their time in undertaking their duties on the **ACAC**. Such remuneration will be restricted to actual time attending **ACAC** meetings and undertaking duties. This includes preparation time.
- 7.3 **ACAC** members are required to be fully prepared for each meeting, having read all documentation in advance, and make every reasonable effort to attend each meeting.
- 7.4 Appointed and Alternate Appointed members will be required to sign a Confidentiality Agreement and a Declaration of Interest form (where required) which state:
 - a) Appointed members of the **ACAC** will keep confidential all matters of which he/she becomes aware of whilst undertaking their duties as a member of the **ACAC**;
 - b) That any Conflict of Interest, which currently exists or may arise throughout their

membership on the **ACAC** will be declared to the **AFTA Board**.

7.5 Appointed and Alternate members' remuneration will be by negotiation with the **AFTA CEO**.

8. MEETINGS

8.1 The **ACAC** will meet at the Chair's discretion as and when required to be determined by the volume of appeals received.

8.2 Dates and times of meetings held will be published on the **AFTA website**.

8.3 A quorum consists of the Chairperson, and 2 (two) other Appointed members or Alternate Members.

8.4 Decisions may be made in writing by circular resolution or in person where a quorum is present.

9. AGENDAS

9.1 An agenda and other relevant documentation will be prepared for each meeting and distributed to **ACAC** members at least 5 business days prior to the meeting.

9.2 The acceptance of late agenda items or the tabling of papers at a meeting will be at the Chairperson's discretion.

10. SECRETARIAT

10.1 The **ACAC** will be supported by a secretariat, whose role includes but is not limited to:

- a) Preparing and distributing meeting papers;
- b) Keeping minutes of each **ACAC** meeting and circulating them to **ACAC** members;
- c) Undertaking research and/or inquiries on behalf of the **ACAC**, relevant to a complaint; and
- d) Communications with complainants and participants.

10.2 The **AFTA Board** will set and control an appropriate budget allocation for the operation of **ACAC** in line with these Terms of Reference.

11. REPORTING

- 11.1 The **ACAC** will prepare a written determination on the outcome of any investigation which is to be distributed to the complainant and Participant.
- 11.2 The **ACAC** will also provide any additional report as the **AFTA Board** may request

12. REVIEW

- 12.1 The **AFTA Board** will make any necessary amendments to the Terms of Reference at its discretion, after discussion with the Chairperson, as well as any amendments that may be required from time to time to ensure the **ACAC** is able to carry out its functions effectively, and in a manner consistent with the **ATAS** objectives.

13. DEFINITIONS

In this Terms of Reference any words in bold like this have the following meanings:

AFTA website means www.afta.com.au.

ACAC means the **ATAS** Complaint Appeal Committee.

AFTA means the Australian Federation of Travel Agents Limited (ACN 001 444 275).

AFTA Board means the board of directors of **AFTA** as appointed and constituted under the Constitution of **AFTA**.

ATAS means the **Australian** Travel Accreditation Scheme.

ATAS website means www.atas.com.au.

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 **AFTA**, as amended from time to time.

Code means the **ATAS** Code of Conduct, annexed as Attachment A to this **Charter**, as subsequently amended from time to time.

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

Travel service means any **Travel service** or product provided:

- (a) Including any **Travel service** or product provided by the participant on behalf of a **travel supplier**, whether supplied directly or through another **Travel Intermediary**; and
- (b) In the case of a **travel service** or product provided by a **travel supplier** or another **Travel Intermediary** and distributed by the Participant, extends only to the participant's distribution or supply of the service or product to the consumer and not to the service or product itself.

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