AFTA Travel Accreditation Scheme (ATAS)

Charter

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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 AFTA Travel Accreditation Scheme (ATAS).

The ATAS Charter has been drafted using the ACCC guidelines for developing effective voluntary industry codes of conduct as a reference.

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 (travel agents) 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 agent 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 agents 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 agent 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 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.

(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.
A Participant’s accreditation will automatically be cancelled on the date of the rejection of their application for renewal of accreditation.

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.

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 tour operator, 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
(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:

      (I) 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) 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 Australian Standard on Complaints Handling – Customer Satisfaction, Guidelines for Complaints Handling in organisations (Australian Standard).

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.

(i) 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 will 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:

1. **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;
2. **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.
3. **Copy of your ASIC Company and Historical extract**;
4. **Copy of your most recent bank account statements**, (including the set-up of a client account); and
5. **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.

<table>
<thead>
<tr>
<th>Category Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category One</td>
<td>An entity with an annual TTV of less than $1m (AUD)</td>
</tr>
<tr>
<td>Category Two</td>
<td>An entity with an annual TTV between $1m and $2.5m</td>
</tr>
<tr>
<td>Category Three</td>
<td>An entity with an annual TTV of between $2.5m and $5m</td>
</tr>
<tr>
<td>Category Four</td>
<td>An entity with an annual TTV of between $5m and $10m</td>
</tr>
<tr>
<td>Category Five</td>
<td>An entity with an annual TTV of between $10m and $100m</td>
</tr>
<tr>
<td>Category Six</td>
<td>An entity with an annual TTV of between $100m and $250m</td>
</tr>
<tr>
<td>Category Seven</td>
<td>An entity with a TTV of more than $250m</td>
</tr>
</tbody>
</table>

### 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

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.

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 internal review of the Charter and Code in 2021 and every 3 years from that date.

(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
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 includes:

(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:


ACCC means the Australian Competition and Consumer Commission.

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 AFTA Travel Accreditation Scheme.
ATAS Compliance Manager means the person to whom has been delegated the role of Compliance manager. The role is currently delegated to the Head of Compliance and Operations. The Compliance Manager may delegate tasks as he or she sees fit.


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.

eexternally-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.
AFTA Travel Accreditation Scheme (ATAS)

Code of Conduct

Revision 5
1 July 2018
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1. ABOUT ATAS

The Australian Federation of Travel Agents Limited (ACN 001 444 275) (AFTA) has established the AFTA 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 agents accredited under ATAS must follow in their day-to-day practices.

Your ATAS accredited travel agent, 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 agents, 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 agents, and providing for suitable consequences when these standards are not met;

(b) Holding all ATAS accredited travel agents 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 agents to resolve any complaints or disputes that might arise; and

(d) Building the professionalism of the travel agent industry into the future.
3. **ATAS CODE OBLIGATIONS**

3.1 This Code sets out the obligations that ATAS accredited agents 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) On request we will provide to you, or any person, as soon as practicable:

(i) Our standard terms and conditions; and
(ii) Where available, full details of any standard fees and charges that we may apply.

(b) Our terms and conditions will:

(i) Be distinguishable from marketing or promotional material;
(ii) Be in English and any other language we consider to be appropriate to our customer base;
(iii) Be consistent with this Code;
(iv) Be provided at the time of, or before you enter into a sale with us;
(v) Advise you of our obligations to protect the confidentiality of your information; and
(vi) Provide you with information about our complaints handling policy and other dispute resolution procedures available under ATAS.

4.2 Changes to terms and conditions
(a) We will take reasonable steps to notify you as soon as possible if we intend to introduce or vary a fee or charge, or any other of our terms or conditions
(b) We will take reasonable steps to notify you of the introduction or variation of any government charges that may apply to our services, unless the relevant government agency has already taken such steps.
(c) You may be notified either by an advertisement in national or local media, or otherwise in writing no later than the day on which the variation takes effect.

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 agent, we must have a customer complaints handling procedure, which is:
   (i) Easy and free to access; and
   (ii) Complies with the Australian Standard on Complaints Handling – Customer Satisfaction, Guidelines for Complaints Handling in organisations as described from time to time and 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.

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.
(c) 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.


**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 handling under ATAS is, at all times a service provided free of charge.
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 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.

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.


ATAS means AFTA Travel Accreditation Scheme.


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.
**Standard fees and charges** means fees and charges normally charged by **us** in respect of a **travel service**.

**Terms and conditions** means our **terms and conditions** that specifically apply to any **travel services** that we arrange. These do not include any **terms and conditions** prescribed by law.

**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 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 respond 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.

<table>
<thead>
<tr>
<th>Risk Category</th>
<th>Liquidity Analysis</th>
<th>Calculation</th>
<th>Strong</th>
<th>Stable</th>
<th>Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Current Ratio</td>
<td>Total Current Assets / Total Current Liabilities</td>
<td>&lt; 1.50</td>
<td>1.00 - 1.50</td>
<td>&gt; 1.00</td>
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<td></td>
<td></td>
<td>• Ability of the entity to pay off its short-term debt</td>
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<td></td>
<td></td>
<td>• Ability of the entity to meets its debts as they fall due</td>
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<td></td>
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<tr>
<td>#1</td>
<td>Client Funds</td>
<td>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.</td>
<td>Pass</td>
<td>Fail</td>
<td></td>
</tr>
<tr>
<td>#1</td>
<td>Tax and super</td>
<td>Are all tax, including PAYG, GST, payroll tax and superannuation contributions obligations being met?</td>
<td>Pass</td>
<td>Fail</td>
<td></td>
</tr>
<tr>
<td>#1</td>
<td>Debt / Asset Ratio</td>
<td>Total Liabilities / Total Assets x 100</td>
<td>&lt; 50</td>
<td>50 - 99</td>
<td>&gt; 100</td>
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<tr>
<td></td>
<td></td>
<td>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.</td>
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<tr>
<td>#2</td>
<td>Cash Ratio</td>
<td>Cash + Cash Equivalents / Current Liabilities</td>
<td>&gt; 1.50</td>
<td>1.00 - 1.50</td>
<td>&lt; 1.00</td>
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<td>• The ratio of total cash &amp; cash equivalents to an entity current liabilities.</td>
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<td>• Determines how quickly the entity can repay its short-term debts when they fall due using only cash.</td>
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</tr>
<tr>
<td>#2</td>
<td>Debt / Equity Ratio</td>
<td>Total Liabilities / Shareholders’ Equity</td>
<td>&lt; 75</td>
<td>75 - 99</td>
<td>&gt; 100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 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.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>#2</td>
<td>Net Profit Margin</td>
<td>Net Profit / Sales x 100</td>
<td>&gt; 3</td>
<td>1 - 3</td>
<td>&lt; 1</td>
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<td>• The proportion of sales remaining after all expenses have been accounted for.</td>
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<tr>
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<td>The greater the number the stronger the entity.</td>
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AFTA Travel Accreditation Scheme (ATAS)

ATAS Complaint Appeal Committee (ACAC)

Terms of Reference

Revision 5

1 July 2018

Rev 5 effective 1 July 2018
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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 or referred to it by the ATAS Compliance Manager.

2.2 Where the ATAS Complaints 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) Take all reasonable steps to ensure the resolution of consumer complaints referred to it under the ATAS Charter and Code. 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:

   (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 membership of the ACAC will consist as follows:

**Appointed Members:**

a) One (1) person with relevant experience at a senior level from the travel industry in Australia, as an industry representative;

b) Two (2) persons with relevant experience and knowledge as a consumer representative.

c) One (1) person with experience in either the travel industry, commerce, legal or public administration.

This person will also be the Independent Chairperson of the ACAC.

**AFTA Board Appointee**

d) The Chief Executive of AFTA.

Note: Each member of the ACAC as outlined above have equal rights and responsibilities to act in accordance with these Terms of Reference.
5.2 **Term of appointment**: In 2018, 1 consumer person will be appointed for the term of one (1) year and one (1) consumer person will be appointed for two (2) years. From then on, appointments will be for a period of two (2) years for all Appointed Members going forward. Every effort will be made to ensure that the ACAC upholds the values of the Committee member diversity. No Appointed Member may be appointed for more than two (2) terms.

5.3 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.

5.4 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.

5.5 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 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 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 Members must agree to their name and qualification being published on the ATAS website.

7.2 Appointed 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 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 members’ remuneration will be by negotiation with the AFTA CEO.

8. MEETINGS

8.1 The ACAC will meet at least quarterly or by exception at the Chairperson’s discretion.

8.2 Dates and times for meetings will be published annually on the AFTA website.

8.3 The Chairperson may cancel a meeting if they have determined that there are insufficient matters to warrant a meeting or a quorum cannot be achieved. Any matters listed for a cancelled meeting will be held over until the next meeting.

8.4 A quorum consists of the Chairperson, the AFTA CEO and at least 1 Appointed member.

8.5 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. **MINUTES**

11.1 Minutes for each ACAC meeting will be forwarded to ACAC members within three (3) weeks of the meeting.

11.2 The Minutes will record the following:

   a) The status of the meeting (scheduled or special);
   b) The date and time of the meeting, and the place the meeting was held;
   c) Attendees and apologies;
   d) The adoption of the previous meeting minutes;
   e) Previous action items if any from last meeting;
   f) Agenda Items discussed;
   g) Any new action items;
   h) Decisions made.

11.3 The Minutes of the preceding meeting are to be confirmed at each meeting.
12. **REPORTING**

12.1 The ACAC will prepare a written determination on the outcome of any investigation which is to be distributed to the complainant and Participant.

12.2 The ACAC will also provide any additional report as the AFTA Board may request.

13. **REVIEW**

13.1 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.

14. **DEFINITIONS**

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

- **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 AFTA Travel Accreditation Scheme.
- **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

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subsequently amended from time to time.

**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.