

**AFTA Travel Accreditation Scheme  
(ATAS)**

# **Charter**

**Revision 4a  
[1 March 2017]**

## Contents

<b>1. ABOUT ATAS</b> .....	4
1.1. Objectives .....	4
1.2. Structure .....	5
1.3. Obligations of the AFTA Board relating to the ACCMC .....	6
<b>2. BECOMING AN ATAS PARTICIPANT</b> .....	7
2.1. Who is an ATAS Participant? .....	7
2.2. How to become ATAS Accredited .....	7
2.3. Unsuccessful applications or renewals .....	7
2.4. Appeals against unsuccessful application or renewal.....	8
2.5. Eligibility Criteria .....	8
2.6. ATAS Participation Fee Structure .....	12
2.7. Change of details.....	12
<b>3. ATAS GENERAL COMMITMENTS</b> .....	13
3.1. Compliance with the Charter and Code .....	13
3.2. Charter Commencement date and transition.....	13
3.3. Reviewing the ATAS Charter and Code .....	13
3.4. Outcome of Consultation.....	14
3.5. Changes to ATAS documentation.....	14
3.6. Promoting the Charter and Code .....	14
<b>4. RESOLVING COMPLAINTS AND DISPUTES</b> .....	15
4.1. Approved complaint and dispute resolution policy .....	15
4.2. Procedure for resolving complaints and disputes.....	15
4.3. Escalating complaints to the ATAS Compliance Manager.....	15
4.4. Complaints escalated by AFTA .....	16
4.5. Types of Complaints accepted .....	17
4.6. Complaints escalation process.....	18
4.7. Provision and disclosure of information .....	18
4.8. Outcome of complaint escalation process.....	19
4.9. Report by ATAS Compliance Manager to ACCMC.....	19
4.10. Appeals to the ACCMC .....	19
4.11. Reviews of eligible complaints by the ACCMC .....	20

4.12.	Further appeals .....	20
4.13.	Appeal by Participant against ACCMC decision .....	20
4.14.	Review of ACCMC decision.....	20
4.15.	ACCMC Complaints Escalation Process.....	21
4.16.	ATAS Complaints Escalation Flowchart.....	22
<b>5.</b>	<b>ATAS CODE COMPLIANCE, MONITORING AND SANCTIONS.....</b>	<b>23</b>
5.1.	ATAS Compliance Manager’s function.....	23
5.2.	ACCMC’s functions.....	23
5.3.	Principles for conducting investigations .....	24
5.4.	Sanctions for breach of the Code.....	24
5.5.	Suspension or cancellation of ATAS accreditation.....	26
5.6.	Report on compliance monitoring.....	26
5.7.	Notification of outcome .....	26
5.8.	Participant to cease using Symbol upon Suspension or cancellation .....	27
<b>6.</b>	<b>INFORMATION RELATING TO ATAS .....</b>	<b>28</b>
6.1.	ATAS documentation .....	28
6.2.	Confidentiality.....	28
6.3.	Conflict of Interest .....	28
6.4.	ATAS Participation Benefit and Symbol .....	28
<b>7.</b>	<b>CONTACTING ATAS .....</b>	<b>29</b>
7.1.	Contact details and notices.....	29
<b>8.</b>	<b>GOVERNING LAWS .....</b>	<b>29</b>
8.1.	Governing Laws.....	29
8.2.	Jurisdiction .....	29
<b>9.</b>	<b>DEFINITIONS AND INTERPRETATIONS .....</b>	<b>30</b>
<b>10.</b>	<b>ATTACHMENTS.....</b>	<b>32</b>
	Code of Conduct .....	
	Deed Poll .....	
	Fees .....	
	Solvency Definition.....	
	Model ATAS Complaints Handling Policy & Procedure .....	
	ACCMC Terms of Reference .....	

## 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.
- (b) The ATAS General Manager (General Manager), who is responsible for the day-to-day management of **ATAS** and overseeing the **ATAS** Charter and **Code**. This includes setting **ATAS** policies and procedures, advising the **AFTA Board** on **ATAS**, and both monitoring and reviewing the scheme's operation.
- (c) 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 General Manager or the **ACCMC** accordingly, undertaking investigations into alleged breaches of the **Charter** and the **Code** and assisting participants, consumers and the **ACCMC** in resolving customer **complaints** and other compliance matters.
- (d) The ATAS Code Compliance Monitoring Committee (**ACCMC**), an independent review body specifically established under **ATAS** to review and determine consumer **complaints which have been referred to it by** a consumer, participant or the Compliance Manager relating to an allegation of non-compliance with the **ATAS Code**. The **ACCMC** can issue binding decisions, including sanctions against a Participant in accordance with this Charter.

**ACCMC** members will be appointed, and required to act, in accordance with the **ACCMC's Terms of Reference** at Attachment F to this **Charter**. The **Terms of Reference** are a complete record of the **ACCMC's Code** compliance monitoring powers, investigation and determination processes and the tenure of its members.

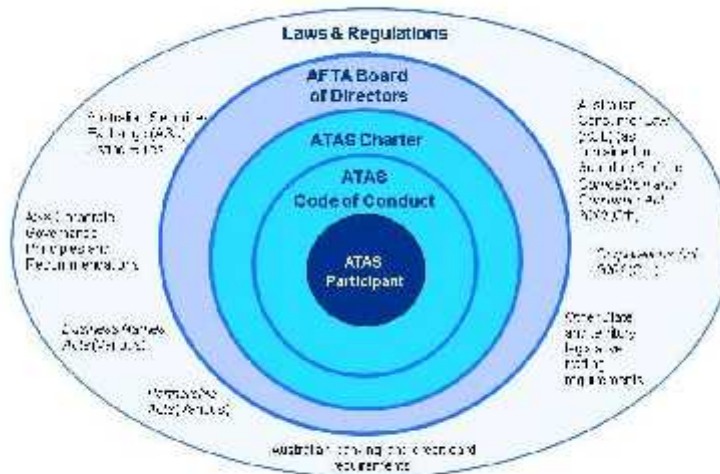
- (e) The AFTA Board, which is responsible for formally approving the **ATAS Charter** and **Code**, commissioning reviews of the **Charter** and **Code**, and ensuring **ATAS's** effective operation more generally (such as setting fees), taking into consideration any recommendation or report from the AFTA Chief Executive, **ATAS** General Manager, Compliance Manager or the **ACCMC**, as well as any applicable state, territory or federal laws.

**1.3. Obligations of the AFTA Board relating to the ACCMC**

(a) The **AFTA Board** will:

- (i) Empower the **ACCMC** to carry out functions consistent with the **ATAS** objectives;
- (ii) Ensure that the **ACCMC** has sufficient resources and funding to carry out its functions in a satisfactory and efficient manner;
- (iii) Allow the **ACCMC** to manage its own budget and direct the resources provided by the AFTA Board according to the **ACCMC's** priorities;
- (iv) Co-operate and comply with all reasonable requests of the **ACCMC** in carrying out its functions; and
- (v) Periodically arrange for the **ACCMC's** activities to be reviewed independently.

*Figure 1 – ATAS Structure*



## 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.
- (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.

### 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 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 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 **30 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 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 at Attachment B. 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 **ACCMC** 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.

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;
- (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 **Travel Compensation Fund**;
    - (V) had its licence as a travel agent suspended or was disqualified from holding such a licence; or
    - (VI) was charged with or convicted of a 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, 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) 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.
- (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 30 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 (*AS ISO 10002-2006*) (Australian Standard).

A model **ATAS** customer dispute resolution and complaints handling procedure is provided by way of reference at **Attachment E**.

Participants are required to notify the client by appropriate means (a) when a dispute with a client arises, as to the participants internal process, and (b) when the client is not satisfied in regard to the final outcome of the participants 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 provided at **Attachment C** to this **Charter**.

(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 invoice for their renewal fee each year before the anniversary of the date of their accreditation. 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 prior to the following anniversary of the date of such accreditation, the accreditation will automatically lapse upon the date of that anniversary or such other date as is determined by resolution of the Board.

(o) **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 (costs to incorporate etc);
- (iii) Copy of your Business Name Registration and ABN registration;
- (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 <b>entity</b> with an annual TTV of less than \$1m (AUD)
Category Two	An <b>entity</b> with an annual TTV between \$1m and \$2.5m
Category Three	An <b>entity</b> with an annual TTV of between \$2.5m and \$5m
Category Four	An <b>entity</b> with an annual TTV of between \$5m and \$10m
Category Five	An <b>entity</b> with an annual TTV of between \$10m and \$100m
Category Six	An <b>entity</b> with an annual TTV of between \$100m and \$250m
Category Seven	An <b>entity</b> with a TTV of more than \$250m

## 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.

### 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 Charter Commencement date and transition

- (a) The **Charter** comes into effect on the **commencement date** set out in Part 9 (Definitions and Interpretations) of this **Charter**.
- (b) The **Charter** applies to:
  - (i) **Travel services** provided on or after the **commencement date**; and
  - (ii) Anything done on, or after, the **commencement date** in respect of travel services contracted prior to that date.
- (c) For avoidance of doubt, any terms and conditions applying to existing travel services booked before the **commencement date** do not need to be re-issued.
- (d) However, such travel services will be subject to the terms and conditions of the **Code** and **Charter** if they are due to be provided after the **commencement date**.

#### 3.3 Reviewing the ATAS Charter and Code

- (a) The **AFTA Board** will commission a review of the **Charter** and **Code** 1 year after the **commencement date**, and every 3 years after that date.
- (b) The **Charter** and **Code** may be reviewed earlier at the AFTA Board's request.
- (c) A review of the **Charter** and **Code** will be conducted in consultation with:
  - (i) **ATAS** Participants;
  - (ii) Consumer organisations;
  - (iii) Other interested industry associations;
  - (iv) The **ACCMC**; and
  - (v) Any other interested stakeholders.
- (d) The **AFTA Board** may, from time to time, convene additional forums including consumers, **ATAS** Participants, members of the **ATAS** governance team and other relevant interested parties, to exchange views about the effectiveness of the **Charter** and **Code**. These views will also be taken into account during any review.

### 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** and **ATAS** websites, including:
  - (i) Any recommendations arising out of the review;
  - (ii) The AFTA Board's proposed response to these recommendations;
  - (iii) Any progress reports on the implementation of this response.
- (c) A hard copy of the report will be available on request.

### 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** and **ATAS websites**.

### 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**.

## 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 for the following complaint and dispute handling requirements.

### 4.1 Approved complaint and dispute resolution policy

- (a) Under the **ATAS** eligibility criteria, participants must have a complaint and dispute resolution policy that is consistent, **at a minimum**, with the **Australian Standard on Complaints Handling – Customer Satisfaction, Guidelines for Complaints Handling in organisations (AS ISO 10002-2006)** (Australian Standard).
- (b) A model **ATAS** complaint and dispute resolution policy based on the Australian Standard is provided by way of reference at **Attachment E**.

### 4.2 Procedure for resolving complaints and disputes

- (a) Where possible, the consumer (**Complainant**) and Participant should make all reasonable efforts to resolve a **complaint** amongst themselves. This approach tends to reduce the risk that the **complaint** will escalate and develop into a full-blown dispute.
- (b) At all times, a consumer must be able to access the Participant's complaint and dispute resolution policy easily and free of charge. This includes ensuring that a complainant can lodge a **complaint** in a variety of ways, including in writing via post or email, by telephone, or in person.
- (c) The Participant must:
  - (i) Acknowledge the **complaint** within 3 **business days** of first receiving it;
  - (ii) Attempt to resolve the **complaint** within 10 **business days** of acknowledging the **complaint**; and
  - (iii) Inform the complainant in writing of the outcome.
- (d) If the Participant cannot resolve the **complaint** within this time frame, the Participant must keep the complainant informed of the reasons for the delay and when a decision can reasonably be expected.

It is a valid reason that the Participant is waiting for a response from the complainant to a question or request for information.

### 4.3 Escalating complaints to the ATAS Compliance Manager

- (a) Within **15 days** of the Participant notifying the complainant of the outcome of their **complaint**, the complainant may advise the Participant that they are not satisfied with how the Participant has handled or resolved their **complaint**.
- (b) If this occurs, the Participant must escalate the complaint to the ATAS Compliance Manager within 3 business days of the complainant's feedback and advise the complainant in writing that this has been done.

- (c) The complainant may also escalate their **complaint** to the ATAS Compliance Manager directly.
- (d) If a **complaint** has been accepted for escalation, the ATAS Compliance Manager must write to the complainant and Participant within **5 business days** advising them of this fact.
- (e) The complainant must also be advised of the ATAS complaint escalation process, including relevant contact details.
- (f) Throughout the escalation process, the ATAS Compliance Manager must ensure that the complainant is kept up to date with the progress of their **complaint**.

#### 4.4 Complaints escalated by AFTA

- (a) In some instances, **AFTA** will receive **complaints** about a participant. If the **complaint** relates to an **ATAS** participant, **AFTA** will refer this to the ATAS Compliance Manager within **3 business days** of receiving it.
- (b) In the first instance, the ATAS Compliance Manager will confirm whether the complainant agrees to give the Participant an opportunity to resolve the **complaint** using its complaint and dispute resolution policy.
- (c) If the complainant does not agree, their **complaint** will be handled using the ATAS complaints escalation process.



#### 4.5 Types of Complaints accepted

- (a) The Compliance Manager will only accept **complaints**:
- (i) Relating to an incident or issue arising **no more than 6 months** before the escalation date; and
  - (ii) That fall within the categories of eligible complaints outlined in the table, below.
- (b) If your **complaint** is ineligible **you** will be referred to a relevant consumer protection agency, court or tribunal.

<b>CATEGORIES OF COMPLAINTS ACCEPTED BY ATAS</b>	
<b>ELIGIBLE COMPLAINTS</b>	<b>INELIGIBLE COMPLAINTS</b>
<ul style="list-style-type: none"> <li>) Involves an alleged breach of the ATAS Code of Conduct or Charter, for example, relating to:               <ul style="list-style-type: none"> <li>- issues with products or services provided by the Participant;</li> <li>- misleading or deceptive conduct;</li> <li>- refunds;</li> <li>- Visa or passport issues;</li> <li>- marketing;</li> <li>- documentation;</li> <li>- information provided by the Participant;</li> <li>- failure to hold compulsory insurances;</li> <li>- complaints handling process;</li> <li>- deposits, prepayments and cancellations;</li> <li>- ticket / itinerary / transfers issues; and</li> <li>- service fees and pricing in general.</li> </ul> </li> <li>) New development in a complaint previously accepted by ATAS for investigation and resolution.</li> </ul>	<ul style="list-style-type: none"> <li>) Relating to an incident or issue arising more than 6 months before escalation</li> <li>) Incident giving rise to the complaint occurred before the commencement of the Charter or Code</li> <li>) Incident giving rise to the complaint occurred before the Participant became accredited</li> <li>) Identical events and facts as a previous complaint lodged with ATAS.</li> <li>) Involving an allegation or finding of:               <ul style="list-style-type: none"> <li>- a criminal offence;</li> <li>- corruption;</li> <li>- findings of dishonesty by a Court or Tribunal;</li> <li>- disqualification of a director;</li> <li>- disciplinary action by a law enforcement agency;</li> <li>- failure to pay money owing under a Court order;</li> <li>- trading whilst insolvent</li> </ul> </li> <li>) Would be more appropriately dealt with by a law enforcement agency, court or tribunal</li> <li>) Already under investigation by law enforcement agency</li> <li>) Legal action (including a court or tribunal process) relating to the same matter has already commenced</li> <li>) Involving a claim for non-economic loss</li> <li>) Is frivolous or vexatious, or is being brought for an improper purpose</li> </ul>

#### 4.6 Complaints escalation process

- (a) The **ATAS** complaints escalation process is set out in the flowchart on page 16.
- (b) In resolving a **complaint**, 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.

#### 4.7 Provision and disclosure of information

- (a) The ATAS Compliance Manager will treat any information received as confidential.
- (b) The ATAS Compliance Manager will not disclose the complainant's personal details to the Participant without the complainant's consent.
- (c) 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 Compliance Manager will close the **complaint** and refer the complainant to the relevant consumer protection agency, or a court or tribunal.
- (d) It may be necessary for the Compliance Manager to require a participant to provide documents (including written, electronic, or recorded documents), or to make a statement relevant to an investigation.
- (e) The Participant does not need to provide documents not in their possession.
- (f) A Participant must make all reasonable attempts to comply with such a request.
- (g) 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 **ACCMC** for investigation as a potential breach of the **ATAS Charter** and **Code**.

#### 4.8 Outcome of complaint escalation process

- (a) The ATAS Compliance Manager must advise the complainant and Participant in writing of their findings **within 45 days** of receiving an escalated **complaint**.
- (b) The ATAS Compliance Manager may do any of the following:
  - (ii) Seek to resolve the matter through the mutual agreement of both parties;
  - (iii) Find that the Participant has already taken, or proposed to take, action that would sufficiently resolve the **complaint**;
  - (iv) Recommend to the Participant that particular action be undertaken to address the **complaint** (provided such action may reasonably be complied with);
  - (v) Find that the Participant was not in breach of the **Code** and close the **complaint**;
  - (vi) Find that the Participant was in breach of the **Code** and refer the matter to the **ACCMC** for independent review and determination.
- (c) If a Participant has been asked 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 **ACCMC** for investigation as a potential breach of the ATAS **Charter** and **Code**.

#### 4.9 Report by ATAS Compliance Manager to ACCMC

- (a) The ATAS Compliance Manager will prepare a written report for the **ACCMC** on the outcome of an escalated **complaint**.
- (b) The **ACCMC** will review all reports on escalated **complaints** and may do any of the following:
  - (i) Reopen and investigate a closed **complaint** on the ground that the outcome reached does not adequately resolve the matter, and make a new determination;
  - (ii) Reopen a closed **complaint** on the ground that the outcome reached does not adequately resolve the matter, and refer the **complaint** back to the ATAS Compliance Manager for further investigation and determination using the **ATAS** complaints escalation process;
  - (iii) Reject a finding by the ATAS Compliance Manager that a **complaint** involves an alleged breach of the **Code** and close the matter; or
  - (iv) Accept a finding by the ATAS Compliance Manager that a **complaint** involves an alleged breach of the **Code** and make a determination.
- (c) The **ACCMC**'s powers to make a determination, including the imposition of sanctions, are set out in Part 5 of this **Charter**.

#### 4.10 Appeals to the ACCMC

- (a) Within **15 days** of the ATAS Compliance Manager notifying the complainant and Participant of their recommendation, either party may appeal this outcome by writing to the **ACCMC**.

- (b) The Chair of the **ACCMC** will write to the parties within **5 business days** confirming that their appeal has been received.
- (c) The **ACCMC** will only review **complaints**:
  - (i) Relating to an incident or issue arising **no more than 6 months** before the date the **complaint** was first escalated to the ATAS Compliance Manager; and
  - (ii) That fall within the categories of eligible **complaints** in the table of **complaints** accepted under **ATAS**.
- (d) If your **complaint** is ineligible **you** will be referred to a relevant consumer protection agency, court or tribunal.

#### **4.11 Reviews of eligible complaints by the ACCMC**

- (a) Within 90 days of the date of receiving an appeal, the **ACCMC** must investigate the **complaint** in question and notify the complainant and Participant in writing of its determination.
- (b) The **ACCMC**'s powers to make a determination, including the imposition of sanctions, are set out in Part 5 of this **Charter**.

#### **4.12 Further appeals**

A complainant who is not satisfied with the outcome of the **ACCMC**'s review will be referred to a relevant consumer protection agency, court or tribunal.

#### **4.13 Appeal by Participant against ACCMC decision**

A participant who is not satisfied with the outcome of the **ACCMC**'s review will be referred to a relevant consumer protection agency, court or tribunal.

#### **4.14 Review of ACCMC decision**

The **ACCMC**'s decision on an appeal may be reviewed in accordance with the process set out in Part 5 of this **Charter**.

#### 4.15 ACCMC Complaints Escalation Process

##### **Stage 1: Participant resolution - within 13 business days**

- ) Resolution of complaints in the first instance by the Participant (and its employees) using its complaint and dispute handling processes.
- ) The Participant must consider all relevant circumstances and information and inform the complainant of their proposed action.

##### **Stage 2: Review by ATAS Compliance Manager - within 45 days**

- ) Where a complainant is not satisfied with the outcome of the participant's resolution (stage 1), the participant will refer the complaint to the ATAS Compliance Manager. The Compliance Manager will review the complaint and may undertake an investigation into the complaint and either seek to resolve the complaint by mutual agreement, refer the complaint to the ACCMC for independent review (stage 3) or may determine not to investigate the complaint.
- ) A consumer may also lodge a complaint direct to the Compliance Manager. In such circumstances, the Compliance Manager will confirm whether the complainant agrees to give the Participant an opportunity to resolve the complaint using its complaint and dispute resolution policy. Where a complainant does not agree to this, their complaint will be handled using the ATAS complaints escalation process.

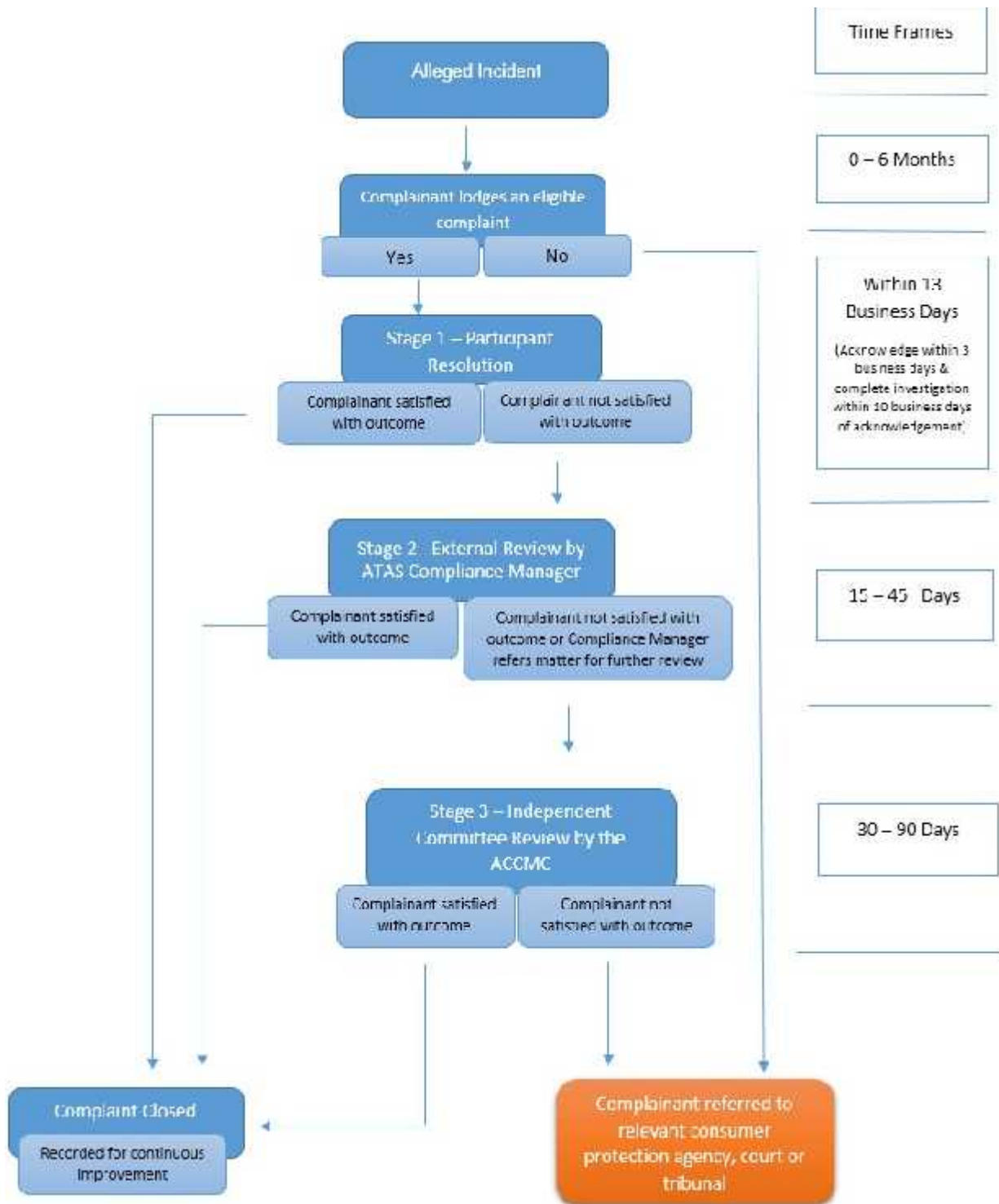
##### **Stage 3: Review by ACCMC - within 90 days**

- ) 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 ACCMC for review. The ACCMC will review the complaint and make a determination.

##### **Complaint Closed**

- ) Following the review by the ACCMC the complaint is closed.
- ) Where a complainant is not satisfied with the outcome of the ACCMC review (stage 3) they will be referred to their relevant consumer protection agency.
- ) Note – A consumer can make a complaint direct to their relevant consumer protection agency, court or tribunal at any stage.

## 4.16 ATAS Complaints Escalation Flowchart



## 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.
- (c) If, following investigation, the ATAS Compliance Manager concludes that a Participant may have breached the Code, they will refer the matter to the **ACCMC**.
- (d) Within 7 business days, the Participant must be advised in writing of the referral to the **ACCMC** and of the **ACCMC**'s investigation processes and timeframes, and any relevant contact details.

### 5.2 ACCMC's functions

- (a) The **ACCMC** is responsible for reviewing Participants' compliance with the ATAS **Code** in matters referred to it:
  - (i) As part of the **ATAS** complaints escalation process;
  - (ii) At the ATAS Compliance Manager's initiative;
  - (iii) By the AFTA Board, as part of a request to review an earlier determination.

### 5.3 Principles for conducting investigations

- (a) When investigating a matter, the **ACCMC** must act consistently with the principles of procedural fairness, focus on the facts of the matter as established through due process and not prejudge the outcome of any investigation.
- (b) Investigations will also be conducted in a manner consistent with the **ACCMC**'s Terms of Reference, at attachment F of this **Charter**.
- (c) The **ACCMC** will finalise investigations within 90 days of receipt.

### 5.4 Sanctions for breach of the Code

- (a) The **ACCMC**'s aim is to monitor compliance effectively and consequently maintain confidence in the integrity of **ATAS**.
- (b) As the result of an investigation, the **ACCMC** may impose any requirements or sanction, including recommending suspension or cancellation, in order to deter similar future behaviour and ensure appropriate consumer protection and redress if necessary.
- (c) Without limiting the **ACCMC**'S powers, a Participant who is found to have breached the **Code** may be subject to sanctions including:
  - (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 **ACCMC** and stated in the notice;
  - (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 **ACCMC**. This may include orders for a full or partial refund, as determined by the **ACCMC**, 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 **ACCMC** 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 **ACCMC**;
- (d) The **ACCMC** 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** governance team.
- (e) The **ACCMC** may take into account any mitigating factors that might warrant the imposition of a less stringent requirement or sanction.

### 5.5 Suspension or cancellation of ATAS accreditation

- (a) As the result of an investigation, the **ACCMC** may also recommend to the AFTA Board of Directors that a Participant's **ATAS** accreditation be suspended or cancelled.
- (b) The Board of Directors upon reviewing the recommendation from the **ACCMC** may suspend or cancel the Participant's accreditation with immediate effect at its discretion.
- (c) AFTA retains the right to place on the public record the decision taken with immediate effect.

### 5.6 Report on compliance monitoring

- (a) The **ACCMC** will prepare a report for the **AFTA Board** on the outcome of its investigation.
- (b) The **AFTA Board** may reopen an investigation on the grounds that relevant information was not taken into account, and refer the matter back to the **ACCMC** for further investigation and determination.
- (c) As a result of this further investigation, the **ACCMC** may uphold or amend its original decision.
- (d) The **ACCMC** must respond to the **AFTA Board** on the outcome of this further investigation within 7 business days. The **AFTA Board** must accept this outcome.

### 5.7 Notification of outcome

- (a) Within 21 business days of reaching an outcome, the **ACCMC** must notify the Participant of its findings and any sanctions or requirements, including detailed reasons.
- (b) Other than a recommendation that a Participant's accreditation be suspended or cancelled, a decision by the **ACCMC** is final.

### 5.8 Participant to cease using Symbol upon suspension or cancellation

- (a) A Participant who is suspended, has their accreditation cancelled, 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 **ATAS** Symbol.
- (b) Where a participant's accreditation is suspended or cancelled, the ATAS General 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.

## 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 or cancelled, 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 or cancelled.
- (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** governance team and the **AFTA Board** (including any Sub-Committee) must declare and adequately manage any conflicts of interest to ensure impartiality is upheld.
- (c) A conflict of interest includes a situation where the impartiality of a person is undermined or put in doubt as a result of the possibility of a conflict between the person's self-interest and public or professional interest.
- (d) Where a member of the **ATAS** governance 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](http://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](http://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 Participant Zone on 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 Part 5 of this **Charter**, 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 **ATAS** Symbol.

## 7 CONTACTING ATAS

### 7.1 Contact details and notices

- (a) The up-to-date contact details of **AFTA** and the **ACCMC** will be available on the **ATAS** and **AFTA** websites.
- (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](http://www.afta.com.au).

**ACCC** means the Australian Competition and Consumer Commission.

**ACCMC** means the **ATAS** Code Compliance Monitoring Committee.

**ACL** means the Australian Consumer Law.

**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 website** means [www.atas.com.au](http://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.

**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.

**commencement date** means 15 July 2016.

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

**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 is in the first stages of its operation, and has either recently started trading or is about to commence trading.

**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 Compensation Fund** means the previous national scheme

**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.