

AFTA Travel Accreditation Scheme (ATAS)

Code of Conduct

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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

From **commencement** date, the **Code** will apply to:

- (a) New **travel services** we provide to **you** on or after the commencement date; and
- (b) Any actions we take on or after the **commencement 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;
- (d) Building the professionalism of the travel agent industry into the future.

3. ATAS BENEFITS

3.1 ATAS agents must:

- (a) Meet a range of eligibility criteria; and
- (b) Have customer **complaints** handling processes in place.

ATAS accredited agents may also offer their customers protection in situations where the agent or any of their suppliers has stopped trading and the customer's **travel arrangements** are affected. Not all agents may have this insurance (for a variety of reasons), but those that do will be able to provide **you** with information about how **you** are protected.

ATAS offers customers an avenue of **complaint** resolution if, for whatever reason, they are not satisfied with their agent's efforts to resolve their **complaint** or they would prefer an independent assessment.

ATAS also includes a multi-step process for assessing whether **ATAS accredited** agents are meeting their obligations under this **Code** and the **ATAS Charter**. Agents found to have breached their responsibilities face a range of sanctions, including having their accreditation suspended or cancelled.

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, whether this is from **you, our** customer, other small businesses, members of the **ATAS** or **AFTA** administrations, or external bodies such as consumer groups, and continuously work towards improving **our** standards of service quality;
 - (iii) Enable **you** to make more informed decisions about **your** travel needs by:
 - disclosing all relevant information in a plain and easy-to-understand form, including information about any rights or obligations relating to **our** services;
 - providing detailed explanations, on request, of the contents of any brochures and other written information **we** might provide **you**; and
 - ensuring that any advice is either provided by suitably qualified staff members, unless it is appropriate to refer **you** to an external source of advice, including the supplier of the travel product or service in question.

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- (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) Act fairly and in a reasonable and ethical manner; and
 - (vii) Treat **you** with respect, consideration and courtesy.
- (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;
- (c) Publish this **Code** on **our** website; and
- (d) Send this **Code** to **you** by electronic communication or mail on request.

3.9 Reviewing and improving this Code

- (a) Under the **ATAS Charter**, the AFTA Board is required to commission a review of the **Code** one year after the **commencement date**, and every 3 years after that. If necessary, an earlier review may be conducted at the AFTA Board's request.
- (b) **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.
- (c) **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;**
 - (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 ISO 10002-2006)**.
- (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 business 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 **10 business days** of receipt. **We** will also maintain communication with **you** throughout **our** investigation.
- (f) **We** may be unable to complete **our** investigation within the **10 business 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** can lodge a **complaint** directly with the ATAS Compliance Manager. Details are available on www.atas.com.au.
- (c) **You** may also 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** must advise **us** within 15 business days of being advised of the outcome of **our** investigation.
- (c) **We** will refer **your complaint** to the ATAS Compliance Manager within 3 business days of **you** notifying **us**.
- (d) If **we** refer **your complaint** to the ATAS Compliance Manager, **we** will inform **you** of this fact, as well as the process involved, including timeframes and contact details.

5.5 Types of complaints accepted

- (a) The ATAS Compliance Manager will only accept **complaints**:
- (i) Relating to an incident or issue arising **no more than 6 months** before a **complaint** is referred to **ATAS**; and
 - (ii) That fall within the categories of eligible **complaints** outlined in the table below.
- (b) If **your complaint** is not accepted by **ATAS**, **you** will be referred to **your** local consumer protection agency, court or tribunal.
- (c) If **your complaint** is accepted, the ATAS Compliance Manager will investigate the matter and notify **you** in writing of their findings **within 45 days** of receiving the **complaint**.

CATEGORIES OF COMPLAINTS ACCEPTED BY ATAS	
ELIGIBLE COMPLAINTS	INELIGIBLE COMPLAINTS
<ul style="list-style-type: none"> • Involves an alleged breach of the ATAS Code, for example, relating to: <ul style="list-style-type: none"> - issues with products or services provided by the Participant; - misleading or deceptive conduct; - refunds; - Visa or passport issues; - marketing; - documentation; - information provided by the Participant; - failure to hold compulsory insurances; - complaints handling process; - deposits, prepayments and cancellations; - ticket / itinerary / transfer issues; and - service fees and pricing in general. • New development in a complaint previously accepted by ATAS for investigation and resolution. 	<ul style="list-style-type: none"> • Relating to an incident or issue arising more than 6 months before escalation. • Incident giving rise to the complaint occurred before the commencement of the Charter or Code. • Incident giving rise to the complaint occurred before the participant became accredited. • Identical events and facts as a previous complaint lodged with ATAS. • Involving an allegation or finding of: <ul style="list-style-type: none"> - a criminal offence; - corruption; - findings of dishonesty by a Court or Tribunal; - disqualification of a director; - disciplinary action by a law enforcement agency; - failure to pay money owing under a Court order; and - trading whilst insolvent. • Would be more appropriately dealt with by a law enforcement agency, court or tribunal. • Already under investigation by law enforcement agency. • Legal action (including a court or tribunal process) relating to the same matter has already commenced. • Involving a claim for non-economic loss. • 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 13 business days

- We will attempt to resolve of your complaints 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), your complaint will be referred to the ATAS Compliance Manager. The Compliance Manager will review your 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 (stage 3) or may determine not to investigate your complaint.
- You may also lodge a complaint direct to the ATAS Compliance Manager. In such circumstances, the Compliance Manager will confirm whether you agree 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.
- Contact details – You can contact the ATAS Compliance Manager by:
 - Email compliance@afta.com.au
 - Telephone AFTA 1300 363 145
 - Writing to AFTA Level 3, 309 Pitt Street, Sydney, NSW 2000

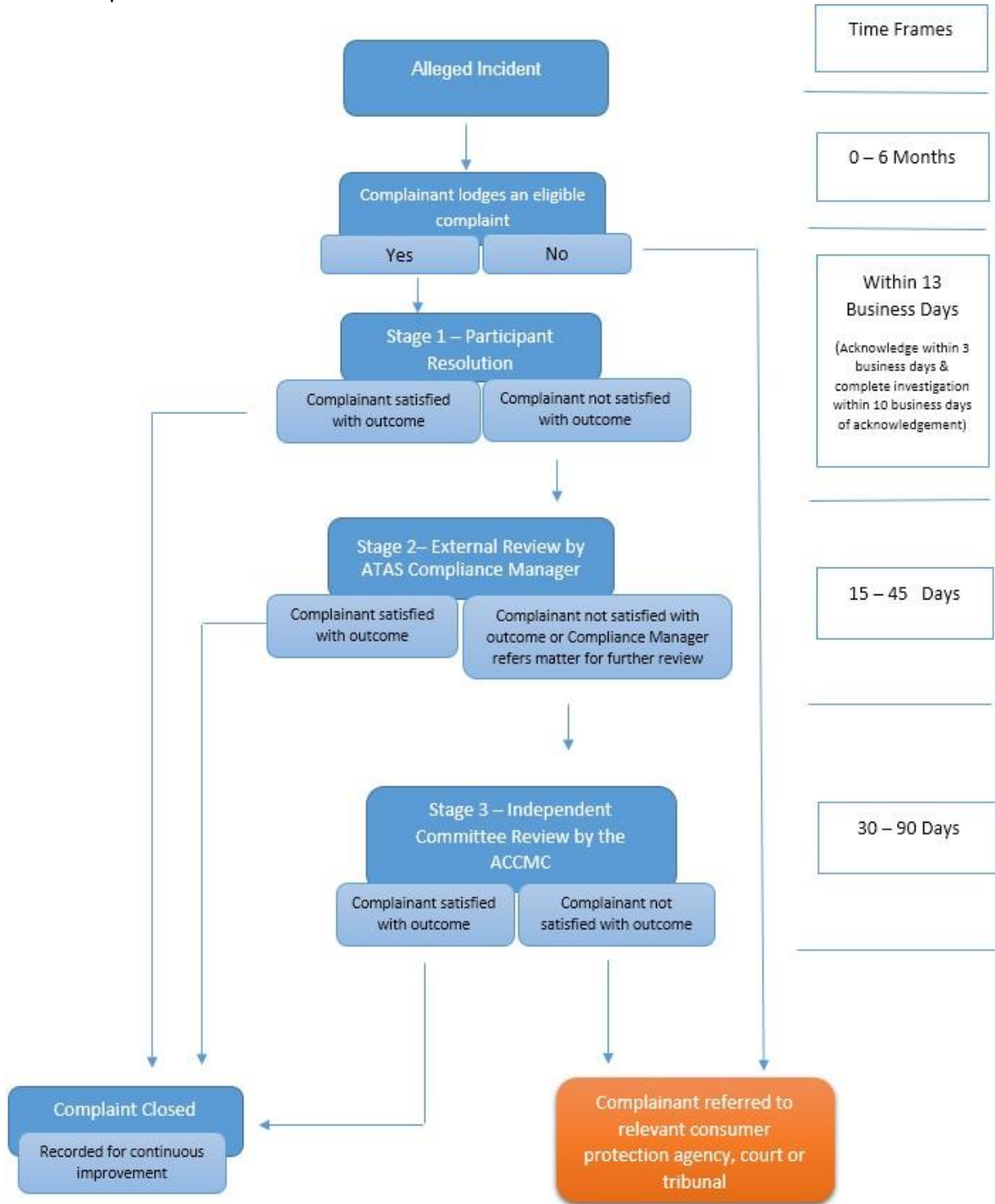
Stage 3: Review by ACCMC - within 90 days

- 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.
- If you are not satisfied with the outcome of the ACCMC 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.

ATAS Complaints Escalation Flowchart



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 Code** Compliance Monitoring Committee (**ACCMC**) for independent investigation.

5.8 Appeals to the ACCMC

- (a) **You** may appeal the ATAS Compliance Manager’s findings to the **ACCMC** if:
- (i) **We** have been asked to take particular action to resolve **your complaint**, and do not take such action within a reasonable timeframe; or
 - (ii) **You** are not satisfied with the ATAS Compliance Manager’s findings.
- (b) Appeals must be in writing and be received by the **ACCMC** within **15 business days** of the ATAS Compliance Manager notifying **you** of their recommendation.
- (c) The **ACCMC** secretariat will provide written confirmation within **5 business days** of receiving **your complaint**.
- (d) The **ACCMC** will only review **complaints**:
- (i) Relating to an incident or issue arising **no more than 6 months** before the date **your complaint** was first escalated to the ATAS Compliance Manager; and
 - (ii) Falling within the categories of eligible **complaints** accepted under **ATAS**.

5.9 ACCMC’s powers

- (a) Within 90 days of the date of receiving **your** appeal, the **ACCMC** will investigate **your complaint** and notify **you** in writing of its findings.
- (b) The **ACCMC** may impose a range of requirements as a result of an investigation of **your complaint**:

Sanction	Description
Rectification Orders	This requires us to rectify (i.e. fix) any consequences of our actions in a manner and within a timeframe determined by the ACCMC . For example, this may include providing a full or partial refund for the cost of any travel or travel-related arrangements we have made on your behalf
Improvement Notices	This is a written order requiring us to change our behaviour, policies or processes and to take whatever action may be specified by the ACCMC within a specific timeframe
Warning Notices	This informs us that our behaviour or actions were unacceptable in the circumstances and that if further breaches are identified additional sanctions may be imposed
Publication Orders	This requires us to publish (in whichever format the ACCMC sees fit) a corrective advertisement
Public Notification	This publicly notifies the general community via the ATAS website of our actions and the outcome of the ACCMC’s investigation
Re-training Order	This requires us or our staff members to successfully undertake further development or training specified by the ACCMC
Suspension or cancellation of ATAS accreditation	If appropriate, the ACCMC may recommend to the AFTA Board of Directors that our accreditation be suspended or cancelled depending on whether your complaint indicates a substantial or a significant breach of the ATAS Code and Charter . You can find a description of these types of breaches in the Glossary section of this Code .

5.10 Notification of outcome

- (a) The **ACCMC** will notify **you** of its findings within 21 **business days** of reaching a final outcome, including detailed reasons for its decision.
- (b) Other than a recommendation that a Participant's accreditation be suspended or cancelled, a decision by the **ACCMC** is final.
- (c) However, if **you** are not satisfied with the outcome of **your** appeal, **you** may use an alternative avenue of dispute resolution, such as lodging a **complaint** with **your** local state or territory consumer affairs agency, court or tribunal.

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).

ACCMC means the ATAS Code Compliance Monitoring Committee.

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

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

AFTA website means www.afta.com.au.

ATAS means AFTA Travel Accreditation Scheme.

ATAS website means www.atas.com.au.

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

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

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

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

Commencement date means 15 July 2016.

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

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**.

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

Substantial complaint - where a **complainant** has suffered (or may suffer) financial loss, physical distress or identifiable inconvenience. Relates to an action or omission of the **travel intermediary** with whom the **complainant** has purchased or was intending to purchase a **travel service**.

Significant breach - Means conduct that breaches the Charter and Code, which:

- (a) Would substantially affect a travel intermediary's solvency, or result in business failure;
- (b) Indicates either a complete absence of a business plan or strategy for complying with the **Charter and Code**, or a failure of an existing plan or strategy;
- (c) Has substantially affected, or could substantially affect, the integrity of **ATAS**;
- (d) Poses a risk to a person's property or safety in connection with the provision of **travel services**;
- (e) Risks impacting on a person's access to, or experience of, a **travel service** or significantly increasing the cost of **travel services** for that person.
- (f) Consists of a failure to address an earlier breach, despite a request to take corrective action.

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**.

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.