

## AFTA Travel Accreditation Scheme (ATAS)

# Code of Conduct

**Version 7a**

**21 March 2014**

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## PART A: INTRODUCTION AND OBJECTIVES

### 1. Introduction

This **Code of Conduct** sets standards of good practice for **us** to follow when dealing with persons who are, or who may become, **our** customers.

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. You can find further information on **ATAS** on the **ATAS website**.

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

**AFTA** is committed to increasing consumer awareness of this **Code**. A list of signatories to this Code is available through prominent placement on the **ATAS website**.

### 2. Definitions

All words in bold font throughout this **Code** are defined in Part G of this **Code**.

## PART B: APPLICATION

### 3. Application of this Code

3.1 This version of the **Code** supersedes any former versions or amendments and commences on the **1<sup>st</sup> July, 2014**, and **we** will apply this **Code** to:

- (a) new travel services we provide to you on or after the 1st July, 2014; and
- (b) actions **we** take on or after the **1st July, 2014** in respect of pre-existing **travel services**.

## 4. Objectives of this Code

### 4.1. The Code:

- (a) sets the standards of good practice for the travel industry;
- (b) is consistent for all accredited **travel intermediaries** to follow; and
- (c) sets a minimum standard to be complied with by accredited **travel intermediaries** and deals with the resolution of complaints.

## PART C: OUR KEY COMMITMENTS AND GENERAL OBLIGATIONS

### 5. Our key commitments to you

#### 5.1. We will:

- (a) We will advise you of the options and alternatives available and relevant to satisfy your requirements, having regard to your interests and also to any arrangements we may have with our travel suppliers.
- (b) be available and remain aware of suggestions and feedback from customers and consumer industry groups, small business and **AFTA**, to continuously work towards improving the standards of practice and service to customers;
- (c) promote better informed decisions about **our travel services**:
  - i. by providing effective disclosure of information;
  - ii. by explaining to **you**, when asked, the contents of brochures and other written information about **travel services**; and
  - iii. if you ask us for advice on **travel services**:
    - 1. by providing that advice through **our** staff authorised to give such advice;
    - 2. by referring **you** to appropriate external sources of advice; or
    - 3. by recommending that **you** seek advice from someone such as **your travel supplier**;
- (d) provide general information about the rights and obligations that arise out of the **travel intermediary** and customer relationship in relation to **travel services**;
- (e) provide information to **you** in plain language;

- (f) communicate with **you** and/or your authorised representatives in a timely and responsible manner whether by written communication or by telephone; and
  - (g) monitor external developments relating to the **travel intermediary** industry, including regulatory and legislative changes, codes of practice and related issues;
- 5.2 **We** will act fairly and reasonably towards **you** in a consistent and ethical manner. **We** will treat **you** and the public with respect, consideration and courtesy. In doing so, **we** will consider **your** conduct, **our** conduct and the contract between **us**.
- 5.3. In meeting **our** key commitments to **you**, **we** will have regard to **our** legal obligations.
- 5.4. **You** can help us by:
- (a) being courteous and respectful in **your** dealing with **us** and other customers;
  - (b) telling **us** if **you** need help to access or understand **our** products and services;
  - (c) providing sufficient information to enable **us** to understand **your** requirements;
  - (d) listening carefully and communicating clearly; and
  - (e) responding to **our** requests within a reasonable time.

## 6. Compliance with laws

- 6.1. **We** will comply with all relevant laws and regulations relating to **travel services**.
- 6.2. If this **Code** imposes an obligation on **us**, in addition to obligations applying under a relevant law, **we** will also comply with this **Code** except where doing so would lead to a breach of a law (for example, a privacy law).

## 7. Retention of your rights

- 7.1. In addition to **your** rights under this **Code**, **you** retain any rights **you** may have under Australian Federal, State and Territory laws.

## 8. Review and monitoring of this Code

- 8.1. **We** will participate in any review of this **Code** and co-operate with **AFTA** and other persons conducting such a review. **AFTA** will review the Code after 12 months from its commencement and then every 3 years following its initial review. The **Code** may be reviewed earlier if such review is requested of the **AFTA Board** and such review is deemed necessary by the **AFTA Board**.

8.2. **We** will support any forums, established by **AFTA**, (including those for consumer, **small business** and **travel intermediary** industry representatives) for the exchange of views on:

- (a) travel intermediary issues; and
- (b) the effectiveness of this **Code**.

8.3 **You** can assist in the review process by visiting the **ATAS website** and providing feedback on this **Code**. **Your** comments will be considered at the time of the next review or earlier if appropriate.

8.4 In order to determine the on-going effectiveness of this **Code**, **AFTA** will develop Key Performance Indicators (KPIs), the outcomes of which will be considered in the first and subsequent reviews of this **Code**.

8.5 Each year **AFTA** will produce an annual report which will detail the operation of the **code**. The primary purpose for these reports will be to assist with the review and ensure that the provisions of the **Code** and its administration remain appropriate and relevant, taking into account the interests of consumers and all relevant stakeholders. **AFTA** will collect and process data relating to numbers, frequency and the subject matter of **complaints**.

## 9. Customers with special needs

9.1. **We** recognise the needs of older persons and customers with a disability to have access to **travel services**, so **we** will take reasonable measures to enhance their access to those services.

## 10. Customers in remote Indigenous communities

10.1. 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;
- (b) appropriately train staff who are regularly dealing with **you** in a remote location to be culturally aware; and
- (c) consider publicly-announced key Australian Commonwealth, State, Territory and local government programs that may be relevant in providing **our travel services** to **you**.

## 11. Staff training and competency

11.1. **We** will ensure **our** staff (and **our** authorised representatives) will be appropriately trained so that they:

- (a) have been instructed as to their obligations in relation to this **Code**
- (b) can competently and efficiently discharge their functions and provide the **travel services** they are authorised to provide in compliance with this **Code**; and
- (c) have an adequate knowledge of the provisions of this **Code** and its application to **travel services**.

## 12. Availability of copies of this Code

### 12.1. We will:

- (a) promote this **Code**; and
- (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.

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## *PART D: INFORMATION WE WILL GIVE YOU ABOUT OUR TRAVEL SERVICES*

### 13. Terms and conditions

- 13.1. **We** will expeditiously provide to **you**, or any person, on request:
- (a) the terms and conditions of any ongoing **travel service we** currently offer; and
  - (b) where available, full particulars of **standard fees and charges** that are, or may become, payable for any **travel service we** currently offer.
- 13.2. The terms and conditions of our **travel services** will:
- (a) be distinguishable from marketing or promotional material;
  - (b) be in English and any other language **we** consider to be appropriate;
  - (c) be consistent with this **Code**;
  - (d) be provided at the time of, or before the contract for a **travel service** is made, except where it is impracticable to do so, in which case they will be provided as soon as practicable afterwards; and
  - (e) draw attention to the availability of the general descriptive information referred to in clause 13.1 if it is relevant, and where relevant, will specifically mention the availability of information about:
    - i. **our** obligations regarding the confidentiality of **your** information;
    - ii. complaint handling procedures; and
    - iii. the advisability of **you** reading the **terms and conditions** applicable to the relevant **travel service**.
- 13.3. Any written **terms and conditions** will include a statement to the effect that the relevant provisions of this **Code** apply to the **travel service** but need not set out those provisions.
- 13.4. **We** will include (where relevant) the following in, or with, **our terms and conditions** applying to a **travel service**:
- (a) the **standard fees and charges** that then apply;
  - (b) the manner in which **you** will be notified of changes to:
    - (i) the **terms and conditions**; and



- (ii) fees and charges.

#### 14. Copies of documents

- 14.1. If **you** request a copy of a document, **you** may have rights in respect of that request under the **Australian Consumer Law (ACL)** and privacy laws applicable to your state or **territory**, which are greater than those which apply under this **Code**. **We** will comply with the relevant laws when they apply. Otherwise this clause 14 applies.
- 14.2. At **your** request, **we** will give **you** a copy of any of the following documents that **we** have retained in accordance with relevant legislation for the retention of documents, relating to a **travel service you** have, or had, with **us**:
  - (a) including terms and conditions, standard fees and charges and
  - (b) a notice previously given to **you** relevant to **us** exercising **our** rights.
- 14.3. **We** will, subject to clause 14.4, provide **you** with a copy of a document:
  - (a) within 14 days, if the original came into existence 1 year or less before the request is given; or
  - (b) within 30 days, if the original came into existence more than 1 year but less than 7 years before the request is given.
- 14.4. **We** do not have to give **you** a copy of a notice which requires **you** to take action if **we** receive the request more than 2 years after discharge or termination of the original contract to which the notice is related.
- 14.5. A copy of a document provided to **you** under this **Code** may be in electronic form containing the same information as the original or in any other form as mutually agreed.
- 14.6. **We** may charge **you** a reasonable fee for providing **you** with a copy of a document under this **Code**.

#### 15. Information provided

- 15.1. **We** will provide to **you** or a prospective customer, on request, general descriptive information concerning **our travel services**, including where appropriate:
  - (a) **our** obligations regarding the confidentiality of **your** information;
  - (b) complaint handling procedures; and
  - (c) the advisability of **you** reading the **terms and conditions** applying to the relevant **travel service**.

## PART E: TRAVEL SERVICES PRACTICES

### 16. Changes to terms and conditions

16.1. When, in relation to a **travel service**, **we** intend to:

- (a) introduce a fee or charge (other than a government charge referred to in clause 16.2.); or
- (b) vary a fee or charge (other than a government charge referred to in clause 16.2.);

**we** will provide written notice of the introduction or variation to **you** as soon as possible before the change takes effect, where **you** cannot reasonably be located or **you** have engaged in the transaction or procured the service anonymously.

16.2. **We** will notify **you** of the introduction or variation of a government charge payable directly, or indirectly, by **you** by advertisement in the national media or local media or in writing to **you**, unless the introduction or variation is publicised by a government, government agency or representative body.

16.3. **We** will notify **you** of variations to the **terms and conditions** (other than a variation referred to in clause 16.1 or clause 16.2) in relation to a **travel service** by advertisement in the national media or local media or in writing to **you**, no later than the day on which the variation takes effect.

### 17. Privacy and confidentiality

17.1. **We** acknowledge that, in addition to **our** duties under the *Privacy Act 1988 (Cth)* and/or relevant state or territory privacy legislation, **we** have a general duty of confidentiality towards **you**, except in the following circumstances:

- (a) where disclosure is compelled by law; or
- (b) where disclosure is made with your express or implied consent

## PART F: CODE ADMINISTRATION AND COMPLAINTS HANDLING

### 18. Code administration

18.1 The ATAS Code Compliance Monitoring Committee (**ACCMC**) will be responsible for ensuring the ongoing effectiveness of the **Code** by addressing compliance issues and **complaints** that are referred to the **ACCMC**. **Complaints** which have not been resolved by **us**, will be referred to ATAS in the first instance, and ATAS may then refer the complaint to the **ACCMC** for resolution if required. Members of the **ACCMC** will be appointed by **AFTA** in accordance with the **ACCMC Terms of Reference**.

18.2 The **ACCMC**'s functions will be:

- (a) to investigate, and to make a determination on, any allegation from any person or organisation representing interested parties that an **ATAS** accredited **travel intermediary**, such as **us**, has breached the **Code**;
- (b) to monitor compliance under the **Code**; and
- (c) to monitor any other aspects of the **Code** that are referred to the **ACCMC** by **ATAS**.

### 19. Complaints handling

**We** will provide information on **our** complaints handling process which will include details of lodging and resolving a **complaint**. Where appropriate, this information will be presented in a similar format to **our** products (including languages) and large print so that no complainant is disadvantaged.

**We** will be actively committed to the effective and efficient resolution of **your complaint** and will investigate **your** complaint objectively and confidentially in a customer focused manner.

When lodging a **complaint**, **you** acknowledge that **we** may need to request additional information from **you** to assist with our investigations. This additional information and the information included in **your** original complaint may be recorded and used to assist **us** in improving **our** products and services to future customers.

**Your** personal information will at all times be stored in accordance with relevant state, territory and federal privacy requirements.

**19.1** If **you** are dissatisfied with a product or service provided by **us** or **you** are of the view that **we** have breached the **Code**, **you** can lodge a **complaint** with **us**. **We** are required to have an internal process for handling customer disputes and **complaints** by customers which is free and accessible. **Our** procedure is required to comply with the minimum Australian Standard AS ISO 10002-2006.

**19.2** If **you** have a **complaint**, **you** can advise **us** by one of the following methods:

- (a) by completing the feedback form on **our** website (where available)
- (b) by contacting **us** directly via telephone, mail or email
- (c) In person by speaking to a travel agent or other customer servicing staff

**19.3** We will acknowledge receipt of your complaint within 3 **business days** of its receipt. **We** will undertake an investigation of your **complaint** and subject to clause 19.4 inform **you** of the outcome of the investigation within 10 **business days** of the **complaint** being lodged.

**19.4.** If **we** are unable to complete our investigation within the 10 **business day** period outlined in clause 19.3 above, **we** will:

- (a) inform **you** of the reasons for the delay; and
- (b) specify a date when a decision can reasonably be expected,  
unless **we** are waiting for a response from **you** which **we** have told **you** is required.

**19.5** Where **we** are unable to resolve a **complaint** to **your** satisfaction, **we** will explain why and let **you** know **your** rights with regard to escalating **your** complaint for independent review. Our objective is to resolve **your** complaint up front. If this is not possible **we** will refer **you** to **ATAS** who will attempt to resolve the complaint prior to escalating the **complaint** to the **ACCMC** for consideration. The **ACCMC** will consider all **complaints** and all alleged breaches of the **Code** that are referred to it and may issue a warning to **us** which requires **us** to amend **our** behaviour or engage in corrective action, such as a refund, sufficient for the **ACCMC** to consider the matter resolved. If **we** are found to have breached the **Code**, **we** could be asked to place corrective advertising, or if deemed appropriate, suspended or expelled from **ATAS**.

Should **you** consider **your** complaint is still unresolved **you** may elect to talk to **your** local state or territory consumer affairs/fair trading department.

**19.6** **We** will provide **you** with the above information in writing unless it has been mutually agreed that it can be given orally.

**19.7** In the event that the **complaint** or non-compliance with the **Code**:

- (a) was not adequately addressed by **us**; or
- (b) in the opinion of **ACCMC**, was a **material complaint** or a **major non-conformity** with the **Code**, or
- (c) If **we** are found to have breached the Code **we** may be subject to sanctions including:

- i. **Improvement Notice**, written direction requiring a participant to change their behaviour, policies or processes and to take whatever action is required by the improvement notice, within the timeframe set by the ACCMC and stated in the notice;
- ii. **Warning Notice**; informs the participant that their behaviour/actions were not acceptable in the circumstances and that if further breaches are identified additional sanctions may be imposed;
- iii. **Rectification Order**, requiring the participant to rectify (fix) their actions or error in a manner and timeframe determined by the ACCMC in regards to a particular complaint or specific matter referred to the ACCMC. This could include the complainant receiving a full or partial refund, as determined by the ACCMC, for the cost of any travel or travel-related arrangements made by the participant on their behalf);
- iv. **Publication Order**, requiring the participant to publish (in whichever format the ACCMC sees fit) a corrective advertisement;
- v. **Public Notification**, publicly notify the community via publication on the ATAS website of a participants non-conformity
- vi. **Re-training Order**, requiring the participant or appropriate staff member/s of the participant to successfully undertake development training as determined by the ACCMC.

(d) The **ACCMC** may also make a recommendation on the suspension or cancellation of **our ATAS** accreditation.

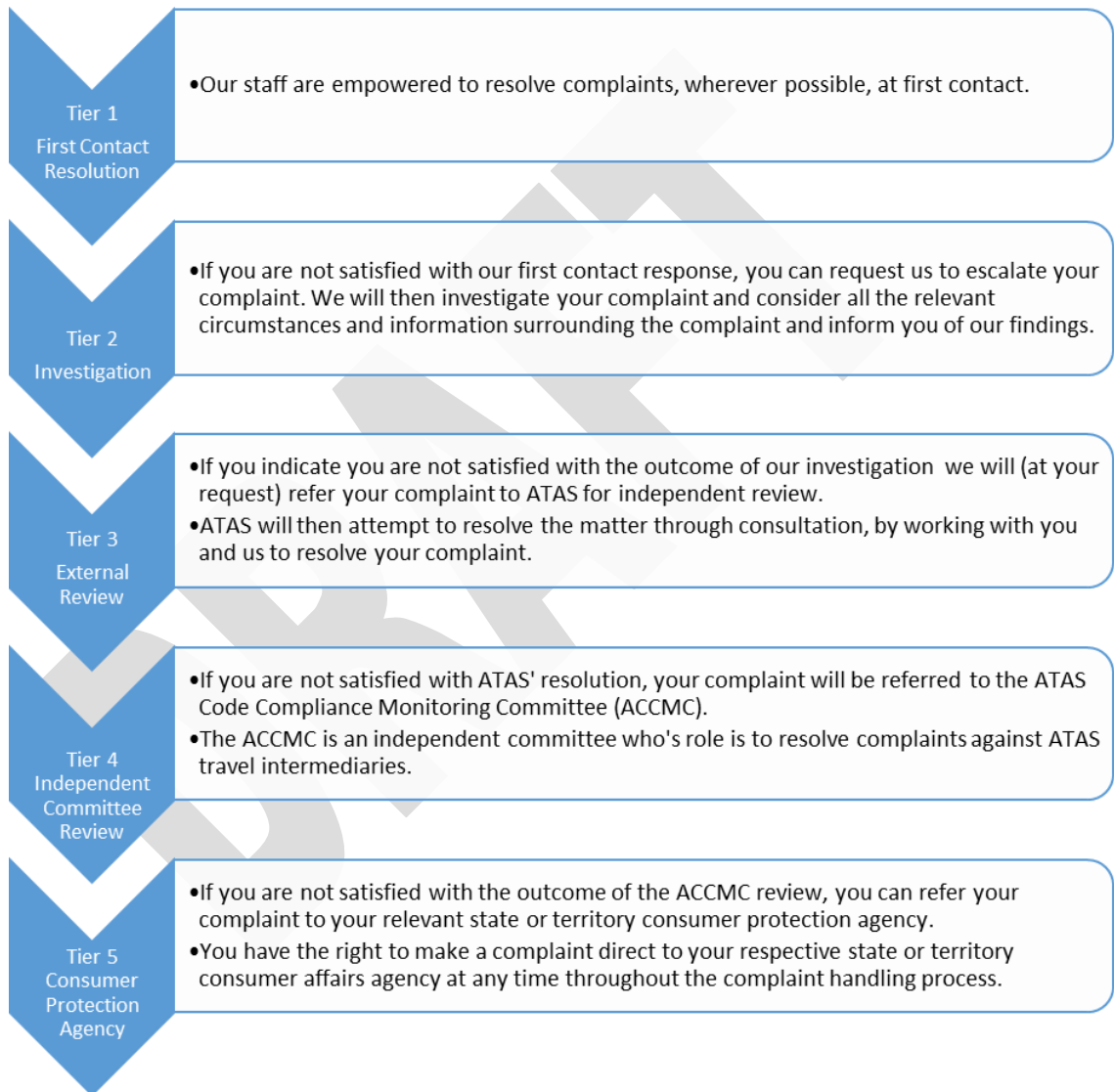
## 19.8 Complaint Escalation Process

If the procedure outlined does not satisfy the Complainant, the Participant will (upon request of the complainant) refer the Complainant to the ATAS Compliance Manager who will seek to mediate and resolve the dispute to the satisfaction of all parties, prior to referring the complaint to the ACCMC for consideration. The ATAS complaint escalation process is explained below.

## 19.8 (1) Escalation Process

Where possible, complaints should be resolved immediately at the first point of contact between the complainant and their travel agent. Customers who are not satisfied with how their complaint has been handled, or the resolution provided, can request to escalate their complaint for investigation, external review or independent committee review

## 19.8 (2) Escalation Process Chart:



## PART G: DEFINITIONS

### 20. Definitions

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

**ACL** means the **Australian Consumer Law**.

**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](http://www.afta.com.au)

**ATAS** means 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.

**Australian Consumer Law** refers to the law as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or the *Corporations Act 2001* (Cth).

**Authorised person** means the person appointed by the board/owner of an accredited **entity** with appropriate delegation within the accredited **entity** to undertake the following tasks:

- a) Make Application for **ATAS** Accreditation on behalf of the **entity**, and
- b) Ensure the **entity** is compliant with the requirements of the **Charter** and **Code**, and
- c) Has authority to make determinations in relation to **ATAS** accreditation requirements.

**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 published by **AFTA** at the commencement date and, for the avoidance of doubt, includes any subsequent amendments from time to time which have been published by **AFTA** and publicly adopted by **us**.

**Commencement date** means 1 July 2014

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

**entity** means is 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**.

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

**Major Non-Conformity** - A non-conformity that is either:

- a. A non-compliance that would result in the failure or material reduction of a travel intermediary’s solvency,
- b. The absence (omission) or complete failure of a system to meet the requirements of both the **Charter** and **Code**,
- c. Any non-compliance that has or could materially affect the integrity of the **ATAS** through a travel intermediary’s actions or in-actions in breach of the **Charter** or **Code**,
- d. A non-compliance that could affect the safety to persons or their property relating to **travel services**,
- e. A non-compliance that could impact the usability or performance of a **travel service** or significantly increase the costs of **travel services**,
- f. failure to correct previous non-conformity

**terms and conditions** means those **terms and conditions** specifically applied by **us** to a **travel service**, but does not include any other **terms and conditions** that may apply by operation of law.



**Terms of Reference** means the document outlining the purpose, structure and intention of the ACCMC

**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.

**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 provided by **us** in **Australia** to **you**:

- (a) including any **travel service** or product provided by **us** on behalf of a **travel supplier**, whether supplied directly by **us** 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 **us**, extends only to **our** distribution or supply of 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 designated as **travel arrangements** by the **AFTA Board** from time to time.

**we, us** and **our** means the **travel intermediary** that **you** deal with that has adopted this **Code**.

**you** and **your** means a person who, at the time the **travel service** is provided that is **our** customer (or, where this **Code** specifically applies to prospective customers, a prospective customer).

A reference in this **Code** 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.