

Franchising Accreditation and Mediation Organisation (FAMO)

Document #2: Attachments

An industry-led co-regulatory proposal for regulation of franchising without licensing
to enhance business dynamism in the sector.

June 2025

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These Attachments support the FCA FAMO Proposal *Document #1*:





THE HON JIM CHALMERS MP
TREASURER

Tuesday, 4 February 2025

Ms Danielle Wood
Chair
Productivity Commission
Level 8, Two Melbourne Quarter
697 Collins Street
Docklands Vic 3008, Australia

Dear Ms Wood

In December 2024, the Government tasked the Productivity Commission with five new inquiries, focused on identifying ways to materially boost Australia's productivity in relation to each of the five pillars of the Government's Productivity Agenda. The Terms of Reference for these inquiries requested that the PC identify prospective areas for reform in the coming years.

Effective regulatory settings can play a crucial role in improving productivity by promoting competition, improving the environment for doing business and fostering innovation. It is central to the first pillar of the Government's Productivity Agenda, 'creating a more dynamic and resilient economy', and is already a core focus of the National Competition Review. Effective regulatory settings are also highly relevant to the other four pillars, given they enable the growth of our skilled and adaptable workforce, establish confidence in data and digital technology, facilitate the delivery of quality care, and underpin the policy mechanisms that deliver cheaper, cleaner energy and the net zero transformation.

In this context, I am writing to emphasise the relevance of regulatory reform to each of the five inquiries focused on the Government's Productivity Agenda, and to ask that prospective regulatory reform opportunities are considered within the Terms of Reference for these inquiries. This should include consideration of opportunities to streamline regulations and remove unnecessary duplication, examples of where regulatory reforms that have been impactful in other comparable countries, and recent developments and innovations in regulatory policy reform.

I encourage the PC, through its engagement with the Treasury, other Commonwealth agencies, and state and territory governments, to explore options for regulatory reforms that build on the Government's earlier work, and the progress being made through the Council on Federal Financial Relations.

I look forward to receiving the PC's interim advice on these matters, later in the year.

Yours sincerely

The Hon Jim Chalmers MP

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Franchising Accreditation and Mediation Organisation (FAMO) - Proposal

An industry-led co-regulatory proposal for regulation of franchising without licensing to enhance business dynamism in the sector.

FCA Response to the Productivity Commission *Pillar #1 Inquiry:*
Creating a more dynamic and resilient economy (online Questionnaire)



June 2025



Australian Government
Productivity Commission



Pillar 1

Creating a more dynamic and resilient economy

Consultation questions | May 2025



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Creating a more dynamic and resilient economy

We are examining policy options that will incentivise investment, make the business environment more productive and foster entrepreneurship and innovation.

We are asking you for feedback on our approach so far to **Pillar 1: Creating a more dynamic and resilient economy**.

After reviewing the ideas submitted through [Australia's Productivity Pitch](#) and undertaking our own research and stakeholder consultation, we have identified two policy reform areas in this pillar to explore further.

For each reform area, we will:

- recommend specific reforms
- seek to quantify their benefits (where possible) and
- suggest how the reforms can be implemented.

Support business investment through corporate tax reform A more effective corporate tax regime can help Australia attract foreign capital, and spur businesses to invest, innovate and improve labour productivity.	Reduce the impact of regulation on business dynamism Reducing excessive or inappropriate regulation can unshackle business and enhance business dynamism and productivity.
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Why is a dynamic and resilient economy important?

We care about dynamism and resilience because they improve our quality of life. Policy settings that foster a dynamic and resilient economy:

- drive competition, reduce prices and improve product quality
- support innovation and investment
- enable businesses and workers to readily respond to changing economic conditions.

Key concepts

A **dynamic economy** is an economy that is competitive, innovative and adapts to change. It is an economy where firms and individuals invest, learn, innovate and thrive. It enables new firms to enter markets and challenge incumbents and facilitates people moving to better jobs.

A **resilient economy** is an economy that withstands or recovers from economic shocks quickly and without long-term negative impacts.

We know that reforms across all 5 pillars will, in some sense, work towards creating a dynamic and resilient economy. So, for this pillar we have focused on identifying broader, whole of economy, reform areas that underpin our objectives of dynamism and resilience.

What are the pillars of productivity?

In 2024, the Australian Government asked us to identify the highest priority reform areas under 5 pillars of productivity:

1. Creating a more dynamic and resilient economy
2. Building a skilled and adaptable workforce
3. Harnessing data and digital technology
4. Delivering quality care more efficiently
5. Investing in cheaper, cleaner energy and the net zero transformation.

We will deliver practical and implementable policy ideas across the 5 pillars at the end of 2025.

Sub-page – Policy reform area

Reduce the impact of regulation on business dynamism

Regulation can help to achieve important economic and social objectives, but excessive or inappropriate regulation can stifle business dynamism, resilience and productivity.

Reducing regulation, if done judiciously, can lower costs of doing business, allow more firms to enter the market, lower prices for consumers and support innovation. For more than a decade we have heard that the burden of government regulation has increased, and we have an opportunity to shift regulatory focus towards growth outcomes.

All regulations have costs and benefits. Good governance involves only introducing new regulations when the expected benefits exceed the expected costs and when this net benefit is larger than that of other options. Good governance also involves taking into consideration the cumulative burden of existing regulation, by taking into account the whole stock of regulation imposing a burden on business. It should drive governments to repeal or alter regulations when their benefits do not exceed the costs.

Our approach

In this inquiry, we will examine how Australia regulates businesses, including the institutional processes for introducing new regulation and how existing harmful regulation could be improved or removed.

We will look at:

- the arrangements for introducing new regulation, how to reduce the burden of existing regulations, consideration of the cumulative burden of regulation, and ways to streamline and harmonise regulation across state and territories
- the Policy Impact Analysis process ([2023](#)), which is a key mechanism for assessing proposed Australian Government regulations
- the Australian Government's [regulatory reform agenda](#), which also involves state and territory governments.

The inquiry aims to propose changes to the current institutional arrangements and existing regulations, while not sacrificing the important objectives that regulation aims to achieve. The intent is for businesses to be able to devote less time and fewer resources to dealing with regulation, and to focus more on growth and innovation, while ensuring businesses can readily adapt to changing market conditions.

While this inquiry is not an audit of the effects of all existing regulations, we welcome examples of existing regulations that are particularly harmful to dynamism and productivity, information on the burden of this regulation on business relative to its stated benefit, and information on how these regulations came into effect.

FCA RESPONSES TO PC QUESTIONNAIRE: PILLAR #1

PC QUESTIONNAIRE: QUESTION 4

Section 3. Reduce the impact of regulation on business dynamism

All regulations have costs and benefits. Good governance involves only introducing new regulations when the expected benefits exceed the expected costs and when this net benefit is larger than that of other options.

In the first question, we want to hear your views on what regulations are good for business dynamism and resilience.

- 4. What areas of regulation do you see as *enhancing* business dynamism and resilience? What are the reasons for your answer?**

FCA RESPONSE: Q4.

The FCA believes that self-regulatory and co-regulatory models enhance business dynamism and firm resilience. For example, the FCA notes the self-regulatory model under which the travel industry operates an effective and efficient self-regulatory, industry-led accreditation scheme. This is a *de facto* licensing regime. The travel industry model is a world-leading approach which includes a voluntary code of conduct. The scheme includes a complaints and disputes resolution function, with no cost to consumers.

The Australian Travel Industry Association (ATIA) represents over 1,600 members and over 19,000 employees nationwide. Through its predecessor, the Australian Federation of Travel Agents (AFTA), it received unanimous Federal, State and Territory Government agreement in 2013 to establish a self-regulatory, industry-led accreditation scheme for businesses in the travel adviser sector.

All State and Territory governments supported this model and repealed their respective *Travel Agents Acts*, under which travel agents were previously required to be licensed in order to do business as a travel agent. The last remaining piece of legislation was the *WA Travel Agents Act*, which was repealed in 2014.

The self-regulatory, industry-led scheme is now known as the *ATIA Travel Accreditation Scheme* (ATAS). It is working very effectively after 12 years of operation and two independent scheme reviews. A third independent scheme review is currently underway.

ATAS is open to all travel intermediaries (those that buy and sell travel) and the scheme benchmarks applicants against a range of criteria. Those that meet the requirements are awarded national accreditation and receive the right to use the 'ATIA Accredited' logo, a symbol of quality and professionalism.

ATIA conducts comprehensive consumer education campaigns to encourage consumers booking travel to use ATIA accredited travel advisers. ATIA applies robust accreditation screening processes and reports that approximately 25% of accreditation applications are rejected. Accreditation requirements are set out in the ATAS Charter, with full transparency for all industry participants.

Travel intermediaries do not have to be current members of ATIA (the industry association) to be accredited under ATAS (the accreditation scheme). All accredited travel intermediaries are required to agree to abide by the *ATIA Charter* and the *ATIA Code of Conduct*. This is a voluntary self-regulatory Code which is not prescribed by any Federal, State or Territory legislation. The ATIA Code is an attachment to the ATIA Charter. The Code of Conduct is updated regularly and is currently in its 8th version (6 May 2024).

Business dynamism reporting and data

ATIA undertakes annual solvency and daily Directorship checks to ensure that accredited businesses are stable and not at risk. ATIA provides state-of-the-art contemporary reporting of business dynamism data and monthly statistics, including the number of businesses that:

- were newly accredited businesses;
- ceased trading or closed;
- were transferred or sold;
- had their accreditation cancelled or withdrawn; or
- are operating under monitoring agreements, under which they are obliged to provide quarterly financial and operational disclosures.

Under this approach all industry participants have access to fully transparent and up-to-date business dynamism statistics and data on a monthly basis. There is credible evidence of the extent to which the industry-led self-regulatory model has enhanced business dynamism within the travel sector and provided timely resolution of consumer complaints.

The franchising sector is seeking to establish a similar industry-led co-regulatory approach for franchising, without licensing, to further enhance business dynamism in the franchising sector.

PC QUESTIONNAIRE: QUESTION 5

For more than a decade we have heard that the burden of government regulation has grown. This is limiting businesses' ability to use resources efficiently, innovate and grow.

In the next questions, we want to hear your views on different problematic regulations you may have experienced or observed, and whether the problem has gotten worse over time.

5. How has your regulatory burden changed over time?

FCA RESPONSE Q5

The franchising sector is subject to the mandatory *2024 Franchising Code of Conduct* (the 2024 Code) under the *Competition and Consumer Act 2010* (CCA). The ACCC is the regulator of the 2024 Code and the Federal Treasury has several key regulatory functions (see below). Predecessor codes were a 1998 Code and a 2014 Code. The Codes have been subject to multiple Government, Parliamentary and statutory (10 year sunset) reviews.

The franchising sector has been subject to a dramatically increasing regulatory burden in the last 10 years. Australia has, arguably, the most highly regulated franchising sector in the world.

The FCA has compiled a detailed *Franchising Regulatory Burden Timeline (2014 – 2024)* summarising these reviews and the accompanying regulation changes. The *Timeline* highlights the frequency and complexity of regulatory reviews in the sector. The FCA is not aware of any other sector of the economy which has been subject to such intensity of regulatory review and imposition of additional regulatory requirements. This *Franchising Regulatory Burden Timeline* will be attached as a Supporting Document to this response.

The regulatory burdens on franchisors have been growing over time, as a result of the implementation of the recommendations of these reviews. For example, the Federal Treasury now administers a publicly accessible *Franchise Disclosure Register* (FDR) onto which franchisors are required to upload prescribed information. The 2024 Code also specifies in extraordinary detail the precise content of the Disclosure Document (DD) which all franchisors must provide to potential new franchisees prior to execution of the franchise agreement. These requirements include, for example, the precise information to be included on the first page of the DD and which entries on that page must be in bold upper case. This level of regulatory prescription hardly enhances business dynamism in the sector.

The FCA is extremely concerned regarding the possibility of the imposition of a heavy licensing regime as a result of the current Government/Treasury franchising licensing review. The sector opposes possible licensing as a further inhibitor of business dynamism and resilience in the sector. The sector has estimated the cost of such a regime as potentially being between \$20m - \$100m in net compliance costs.

PC QUESTIONNAIRE: QUESTION 6

6. What regulations do you find time-consuming, overly complex or otherwise constraining business dynamism and resilience? What are the reasons for your answer?

FCA RESPONSE Q6

The FCA wishes to see a co-regulatory regime which minimises harms in the franchising sector, enables an industry-led, preventative approach and contributes to business dynamism in the sector, similar to the travel sector model. Under this model an industry-led entity, the *Franchising Accreditation and Mediation Organisation* (FAMO) would oversee accreditation of franchisors and their listing on the FDR.

The FCA does not support a heavy regulation licensing regime for franchising. A licensing regime is unnecessary, it will not address harms under the Australian Consumer Law (ACL), will substantially increase compliance costs and will constrain business dynamism.

Any harms in the sector, especially in relation to breaches of the ACL, need to be mitigated effectively and efficiently. There is no persuasive current evidence to justify heavy regulation licensing. The FCA is unaware of any compelling evidence of systemic Code-related harms in the sector since 2021.

The FCA is also concerned regarding the likelihood that a licensing regime will impose significant business costs, including unnecessary regulatory oversight, transitional, ongoing and operational constraints.

In summary, a heavy licensing regulatory regime is more likely to increase (not reduce) the barriers to business dynamism. It will also deter (rather than enhance) higher entry rates in franchising. Such a licensing approach is effectively likely to impede the development of more agile 'frontier firms' in franchising. Licensing is not supported by the sector.

There is evidence that the current regulatory burden on franchising and the risk of licensing may be inhibiting business dynamism in the sector. See the Case Studies below, which

highlight how the risk of licensing is both deterring new agile global entrants to Australia and also driving Australian innovators offshore.

Case Study #1: *Adverse regulation impacts on business dynamism in franchising – deterring new global entrants*

FCA has recently become aware of some major global franchise networks who have chosen not to enter the Australian market because of concerns regarding the risk of licensing being imposed under the new 2024 Code.

The FCA believes that an industry-led, co-regulatory FAMO model would potentially lead to such global networks having the confidence to consider entering the Australian market. This would result in increased business dynamism and competitive pressures amongst firms in those industries.

Case Study #2: *Adverse regulation impacts on business dynamism in franchising – sending Australian innovators overseas*

FCA has recently become aware of some innovative national franchise networks which have chosen not to further invest in the Australian market but rather to explore opportunities to expand overseas. The regulatory factors sending these innovators overseas are reported to include the risk of licensing being imposed under the new 2024 Code.

The FCA believes that an industry-led, co-regulatory FAMO model would potentially lead to such national networks having the confidence to continue to expand in the Australian market. This would result in increased business dynamism and competitive pressures amongst firms in those industries.

PC QUESTIONNAIRE: QUESTION 7

7. Can you share any specific examples of where you think a regulator has done a good or bad job of understanding and reducing regulatory burden on businesses and why?

FCA RESPONSE Q7

The ACCC and the Federal Treasury can be considered to be regulators of the 2024 Code.

ACCC: The FCA commends the ACCC for providing transparent data on the level of franchisee complaints it receives which may be an indicator of current Code-related harms. The clearest available data on the variations in harms over time has been provided by the ACCC in its submission to the Schaper review of the 2014 Code. In particular, the ACCC provided an extremely helpful summary of franchising-related reports and enquiries over a 15 year period (2008 – 30 June 2023).

The FCA notes that the ACCC's complaints indicator shows that most of the likely harms relate to conduct of more than 3 years ago. The ACCC specifically observed a "*... reduction in franchising contacts since 2020 ...*". ¹

The significantly higher levels of contacts prior to 2021 certainly corroborate the proposition that there are fewer harms now than in previous years.

Franchisee contacts with the ACCC regarding franchising issues are clearly trending downwards substantially and are at their lowest trend level since 2008. These are clear indicators that the 2024 Code (as amended) can continue to work well. The sector aspires to see those levels of contacts and complaints continue to fall.

The ACCC advised that it (then) received around 300 contacts per year (75% of which, or 225 approximately, were from franchisees). Of these, only 1 in 5 franchisee contacts (or 45 approximately) related to allegations of misconduct by a larger franchisor. ² The FCA is concerned regarding the issues potentially in dispute in every one of these complaints. Gathering more information regarding the nature of these issues is critical to enable the FCA to develop appropriately targeted educational materials for franchisors and franchisees alike.

¹ ACCC submission to the Schaper Review of the 2014 Code, pg 23.

² In this context, 'larger franchisor' refers to a franchisor with approximately 40 or more franchisees.

The ACCC observed that the majority of current contacts are 'one-offs' (ie that a contact is the only one received about that franchise system for the year). This is hardly persuasive evidence of current systemic harms which need to be addressed by licensing.

From one perspective, 225/70,735 franchisees contacted the ACCC in that year. These are extremely low rates, by international standards. They clearly do not provide a sufficient rationale for introducing a heavy regulation licensing regime to replace the Code.

Treasury: As mentioned earlier, the Treasury now administers the FDR and the Secretary to the Treasury has regulatory authority to make *Determinations* regarding what categories of information are required to be disclosed by franchisors on the FDR. Several such *Determinations* have been made.

The FCA wishes to provide 2 examples of how policy makers and the Treasury, in particular, have recently demonstrated a beneficial understanding of the need to reduce the regulatory burden on the franchising sector.

The newly made 2024 Code contained unique grandfathering provisions which ensured that all 90,000 existing franchise agreements (entered into prior to 1 April 2025) would not be required to be remade to include the new provisions of the 2024 Code. The FCA and the sector had specifically sought such grandfathering provisions in their responses to the consultation process on the draft new Code. The Government's decision (presumably based on Treasury advice resulting from the outcome of those consultation processes) minimised unnecessary disruption on the entire franchising sector.

The FCA appreciates the fact that, in principle, those 90,000 franchise agreements did not need to be remade prior to 1 April 2025 as a direct result of this regulatory decision. The saving in compliance costs as a result was significant. The FCA commends the Government for taking this approach and notes that there were no similar grandfathering provisions at the time of the replacement of the 1998 Code with the 2014 Code.

Secondly, significant new provisions in the 2024 Code have a delayed commencement date of 1 November 2025. The Government's decision (presumably based on Treasury advice resulting from the outcome of the comprehensive consultation on the draft new Code) has provided the sector with adequate lead times (ie an additional 7 months) to accommodate these provisions in new franchise agreements entered into on and after 1 November 2025. The FCA and the sector had specifically sought, in the consultation process, a reasonable lead time before those new provisions became operative. The saving in compliance costs in not having to redraft existing franchise agreements to include these provisions by 1 April 2025 was significant.

Both of these policy recommendations by the Treasury demonstrated a beneficial understanding of the unnecessary administrative regulatory burdens which would have been imposed on the sector if grandfathering had not been provided, and if adequate lead times had not been prescribed for major new changes.

PC QUESTIONNAIRE: SUPPORTING DOCUMENTS

The FCA uploaded a copy of the *Franchising Regulatory Burden Timeline: 2014 – 2024* in support of its response.

See a copy of the *Timeline* attached.

PC: Business Dynamism – FCA Supporting Document

Franchising Regulatory Burden Timeline

Highlights: 2014 - 2024

2024 – Schaper Review released, Government response, Exposure Draft of new Code, new Code made, licensing review commences

2023 – Schaper Review (sunsetting, 2 statutory reviews, PIR review)

2022 – Franchise Disclosure Register (FDR) amendments, RIS for FDR; penalties amendments

2021 – *Fairness in Franchising* amendments

2020 – New Vehicle Dealer Agreements (NVDA) amendments, RIS for *Fairness in Franchising* changes

2019 - Parliamentary Joint Committee (PJC) inquiry report: *Fairness in Franchising*; Taskforce.

Date	Initiative	Index	Further background
2024	Schaper Review released – Govt response - Exposure Draft of new Code – licensing review underway		
Nov 2024	Licensing Review – Issues Paper released	1	Feasibility of licensing (options) to be subject to a Cost Benefit Analysis by Treasury Licensing Taskforce
Nov 2024	2024 Code released		2024 Code to apply from 1 April 2025 (all pre-existing franchise agreements grandfathered); key new provisions commence on 1 November 2025 for all new franchise agreements
Oct 2024	Exposure Draft of new Code released	2	"... reasonable opportunity" provision for all new franchising agreements included in Draft
May 2024	Govt Response to Schaper Review	3	Treasury Taskforce to be established
February 2024	Schaper Review - Post-Implementation Review of the 2021 NVDA provisions *	4	PIR, due to then PM's exemption from a RIS for the 2021 NVDA provisions
February 2024	Schaper Report – statutory review of 2021 NVDA provisions	5	Statutory review of 2021 NVDA provisions
February 2024	Schaper Report – statutory review of FDR	6	Statutory review of 2022 FDR provisions
February 2024	Schaper Report released – sunsetting review	7	
2023	Schaper Review – sunsetting review – 2 statutory reviews – Post-Implementation Review for NDVAs -		
September 2023	ACCC submission to Schaper Review	8	Identifies <i>de facto</i> licensing regime option (strengthening FDR) and includes detailed data on contacts/complaints (2008 – 2023) and Outcomes under the 2014 Code
August 2023	Schaper Review Consultation Paper	9	Treasury
August 2023	Schaper Review announced Terms of Reference	10	Treasury Secretariat

Date	Initiative	Index	Further background
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2022 FDR amendments – FDR RIS – Penalties amended			
June 2022	Franchise Disclosure Register (FRD) Regs	11	Competition and Consumer (Industry Codes-Franchising) Amendment (Franchise Disclosure Register) Regulations 2022
June 2022	FDR 2022 Regs – <i>Explanatory Statement</i> tabled	12	Implements FDR recommendations from <i>Fairness in Franchising</i>
June 2022	Regulation Impact Statement (RIS) on FDR	13	Attachment C to the <i>Explanatory Statement</i> of the FDR 2022 Regs An Addendum to the August 2020 RIS on <i>Franchising Fairness</i>
2022	Code penalties Regs	14	Competition and Consumer (Industry Codes-Franchising) Amendment (Penalties and Other Matters) Regulations 2022
June 2020	Code Penalties 2022 Regs - <i>Explanatory Statement</i> tabled	15	
2021 <i>Fairness in Franchising</i> amendments			
September 2021	Exposure Draft – <i>FDR Regulations</i>	16	Treasury
September 2021	Government tables response to the Senate Inquiry	17	
August 2021	Treasury Discussion Paper: <i>Automotive Franchising</i>	18	Possible standalone automotive franchising code and options for mandatory binding arbitration.
June 2021	NVDA measures exempted by PM from Regulation Impact Analysis	19	A post-implementation review (PIR) of the NVDA provisions will be required.
June 2021	<i>Fairness in Franchising</i> and NVDA Regs Implements response to <i>Fairness in Franchising</i> , and includes the second tranche of NVDA provisions – with effect from 1 July 2021	20	<i>Competition and Consumer (Industry Codes-Franchising) Amendment (Fairness in Franchising) Regulations 2021 *</i> inserts mandatory NVDA Clauses 46A and 46B, based on “ ... <i>substantial imbalance in bargaining power between vehicle manufacturers and dealers.</i> ” Does not incl FDR (to follow 1 yr later).
June 2021	<i>Fairness in Franchising</i> and NVDA 2021 Regs - <i>Explanatory Statement</i> tabled	21	
May 2021	2021-22 Budget provides funding for FDR	22	
April 2021	The small business function (and responsibility for the Code) is transferred to Treasury	23	
March 2021	PM and Minister announce that NVD Voluntary Principles will be made mandatory under the Code	24	
March 2021	<i>Senate Education and Employment References Committee</i> tables its inquiry report into new vehicle dealer franchising	25	<i>“Driving a Fairer Deal: Regulation of the Relationship between Car Manufacturers and car Dealers in Australia” – Senate inquiry</i>

Date	Initiative	Index	Further background
2020 NVDA amendments – RIS <i>Fairness in Franchising</i> amendments (excl FDR)			
December 2020	Minister releases 6 voluntary Best Practice principles to improve fairness and transparency in new vehicle arrangements	26	
June 2020	NVDA Regulations 2020 tabled	27	Competition and Consumer (Industry Codes-Franchising) Amendment (New Vehicle Dealership Agreements) Regulations 2020. Does not incl FDR (to follow 2 yrs later).
June 2020	NVDA 2020 Regs – Explanatory Statement tabled	28	First sector specific (ie automotive) part of the Code
August 2020	DISER: Regulation Impact Statement: Changes to the Regulatory Framework Applying to the Franchise Sector (Final)	29	Implementing <i>Fairness in Franchising</i> (excl FDR, to follow in 2022)
August 2020	Government Response to the PJC Report “Fairness in Franchising”	30	
2019 PJC “Fairness in Franchising” – Taskforce			
2019	DISER: Consultation DRAFT RIS on <i>Franchising Fairness</i> response	31	Excludes FDR
2019	Franchising Taskforce: <i>Issues Paper</i>	32	
June 2019	Govt Response to PJC	33	Minister establishes Interdepartmental Taskforce (DISER, Trsy and PM&C)
March 2019	Parliamentary Joint Committee on Corporations and Financial Services (PJC) tables inquiry report into the operation and effectiveness of the Code	34	“Fairness in Franchising” – PJC. “information asymmetry” identified Does NOT recommend licensing 71 recommendations Recommends a Franchising Taskforce
2018 – New Car Dealers issues			
Dec 2018	Regulation Impact Statement on New Car Dealers - Treasury	35	Treasury released <i>Regulation Impact Statement (Franchise Relationships between Car Manufacturers and New Car Dealers)</i>
2018	Parliamentary Joint Committee (PJC) on Corporations and Financial Services – Inquiry into the operation and effectiveness of the 2014 Code	36	Announced inquiry
2017 – New car dealers issues			
2017	ACCC Market Study of New Car Retailing	37	
2015 New Code takes effect			
2015 2014	New 2014 Code takes effect New 2014 Code made Explanatory Statement tabled	38	Competition and Consumer (Industry Codes-Franchising) Regulations 2014. Took effect from 1 Jan 2015. Applies to conduct occurring on or after 1 January 2015 in relation to a franchise agreement entered into (or renewed, extended or transferred) from 1 Oct 1998. ³

³ Annotated Franchising Code of Conduct, S Giles, 3rd ed, p 10.

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ACCC complaints data

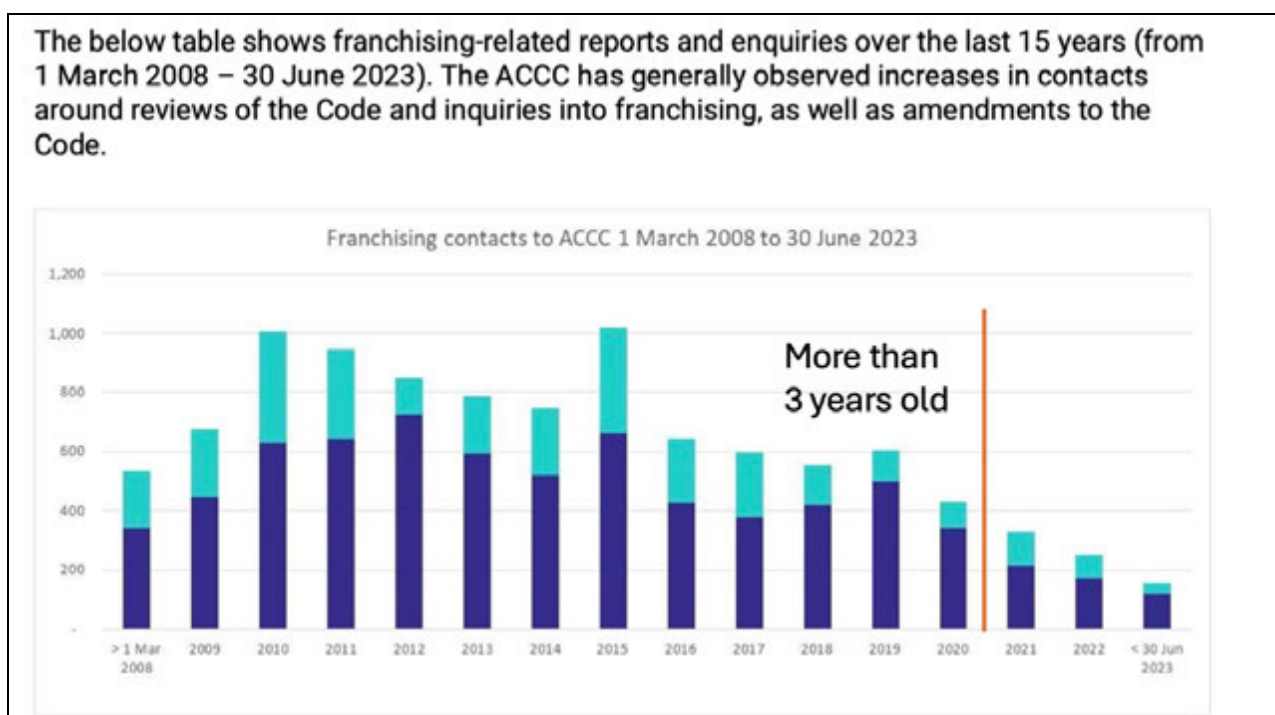
ACCC complaints data – mostly more than 3 years ago

The FCA notes that the best available evidence, from the ACCC, of the level of franchisee complaints may be an indicator of current Code-related harms. However, the ACCC's complaints indicator shows that most of the likely harms relate to conduct of more than 3 years ago.

The clearest available data on the variations in harms **over time** has been provided by the ACCC in its Review submission. In particular, the ACCC provided an extremely helpful summary of franchising-related reports and enquiries over a 15 year period (2008 – 30 June 2023).¹

The ACCC specifically observed a " ... reduction in franchising contacts since 2020 ..." – see *Graphic 1*.

Graphic 1: ACCC data on franchising-related reports and enquiries (2008 – 2023) (as at Sept 2023) 2



¹ ACCC submission, p 23.

² The dark blue bars represent contacts from franchisees and the green bars, contacts from franchisors.

The significantly higher levels of contacts prior to 2021 certainly corroborate the proposition that there are fewer harms now than in previous years.

Franchisee contacts with the ACCC regarding franchising issues are clearly trending downwards substantially and are at their lowest trend level since 2008. These are clear indicators that the 2024 Code (as amended) can continue to work well. The sector aspires to see those levels of contacts and complaints continue to fall.

The ACCC observed that it experiences increases in contacts around reviews of the Code. Consequently, it can be expected that there will be an increase in contacts during the second half of 2023 (in parallel with the Review and its consultation processes).

The ACCC advised that it (then) received around 300 contacts per year (75% of which, or 225 approximately, were from franchisees). Of these, only 1 in 5 franchisee contacts (or 45 approximately) related to allegations of misconduct by a larger franchisor.³ The FCA is concerned regarding the issues potentially in dispute in every one of these complaints. Gathering more information regarding the nature of these issues is critical to enable the FCA to develop appropriately targeted educational materials for franchisors and franchisees alike.

The ACCC observed that the majority of current contacts are 'one-offs' (ie that a contact is the only one received about that franchise system for the year). This is hardly persuasive evidence of current systemic harms which need to be addressed by licensing.

From one perspective, 225/70,735 franchisees contact the ACCC in a current year. These are extremely low rates, by international standards. They clearly do not provide a sufficient rationale for introducing a heavy regulation licensing regime to replace the Code.

The ACCC also identified the top 3 issues and an additional 4 other issues that are regularly reported.⁴ However, there is no indication of the numbers of complaints on each issue or the possibility that they are due to vexatious complaints from a small number of disaffected franchisees.

³ In this context, 'larger franchisor' refers to a franchisor with approximately 40 or more franchisees.

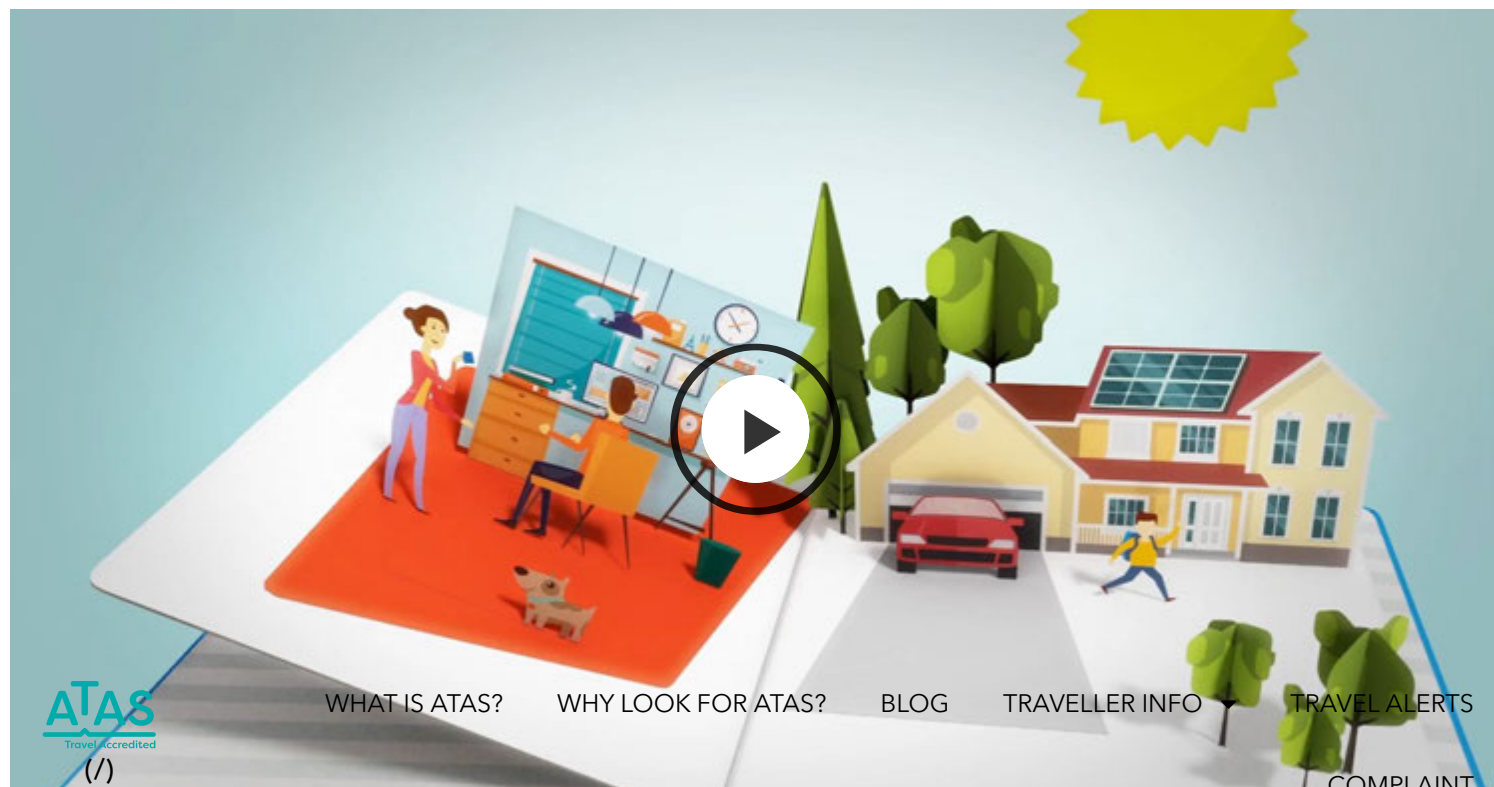
⁴ ACCC submission, p 23.

The FCA will continue to seek detailed information regarding the nature of recent complaints received by the ACCC in relation to the Code. The FCA wishes to know more about the frequency and substance of genuine complaints by franchisees in order to inform its policy submissions and its technical suggestions for ongoing improvements to the 2024 Code.

Until detailed complaints information is provided, FCA is not in a position to conclude that there is compelling evidence of systemic Code-related harms in the sector since 2021. The best available ACCC complaints data simply does not justify the introduction of a heavy regulation licensing regime at this time.

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What Is ATAS?





When planning a trip, the ATAS symbol tells you the travel agencies and tour operators you're dealing with are credible, well-trained and professional. They've met strict criteria to become nationally accredited, so you can book with them knowing you're in the safe hands of one of the best in the business.

ATAS Accredited Travel Agents are experts who can provide access to a huge variety of products and destinations across Australia and the world, as well as the best suppliers and first-to-market offers. They provide a friendly, hassle-free, convenient travel experience, from beginning to end.

ATAS Accredited Tour operators are knowledgeable professionals who specialise in planning and organising tours. They have extensive knowledge of the destinations, attractions, and local customs. Their expertise can help you make the most of your experience on your holiday, ensuring you visit the must-see places and experience the best activities whilst they take care of the logistics of transport and accommodation.

ATAS (Australian Travel Accreditation Scheme) is administered by the industry association, the Australian Travel Industry Association (<https://afta.com.au/>) (ATIA). Agents and operators with ATAS accreditation are required to conduct business in compliance with Australian Consumer Law and in accordance with the ATAS Charter (https://www.atas.com.au/wp-content/uploads/2023/11/ATAS-Charter_2023.pdf) and Code of Conduct (/wp-content/uploads/2024/05/ATIA_CODE-OF-CONDUCT-V8-06-May-2024.pdf).

It is important to note ATAS accreditation represents a point-in-time assessment against the criteria of the ATAS Charter. While all care and due diligence is taken, ATIA makes no warranty, representation or guarantee that any ATAS member is solvent at any given time. ATAS accreditation is a voluntary membership scheme and is not a government-administered body nor is it an insurance or compensation scheme.

ATAS Introduction
(/wp-content/uploads/2023/08/ATAS_Introduction.pdf)

Downloads

BOOKING TRAVEL? ALWAYS LOOK FOR THE ATAS SYMBOL



WHAT IS ATAS?

ATAS or the ATIA Travel Accreditation Scheme is a national scheme that certifies Australian travel agents and tour operators.

It is administered by the industry association, the Australian Travel Industry Association (ATIA).

HOW DO TRAVEL BUSINESSES BECOME ACCREDITED?

Agents and operators must meet a set of strict criteria and professional standards in order to become accredited.

Every year an agent must renew their accreditation and provide updated business compliance details.

HOW DOES ATAS BENEFIT ME?

ATAS is the stamp of approval that symbolises the Australian travel industry's highest level of customer service, training, ethics and professionalism.

By using a travel agent or tour operator that bears the ATAS symbol you can be sure you're booking through the best in the industry.

HOW DOES ATAS PROTECT ME?

ATAS protects you by acting as a clear indicator of quality and reliability.

Agents and operators with ATAS accreditation meet high quality standards of business practices, training and professionalism.

This means you can book your travel knowing you're in the safe hands of a trusted and reputable travel agent or tour operator.

COMPLIANT BUSINESS GUARANTEE

ATAS accredited businesses meet standards and criteria set by the industry association ATIA.

The criteria includes assessment of finances and ensures minimum levels of training in product and destination knowledge, as well as ensuring a business has a complaint resolution policy and complies with the scheme's Code of Conduct and Australian Consumer Law.

Always travel with peace of mind when you book a trip through an ATAS-accredited travel agent or tour operator. Trusted, quality and industry-accredited travel agents and tour operators can be found at **atas.com.au**



Find an ATAS accredited travel agent or tour operator at → [atas.com.au](https://www.atas.com.au)

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Australian Travel Accreditation Scheme (ATAS)

Charter

Version 8
17 February 2025

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1. ABOUT ATAS

The Australian Travel Industry Association Limited (ACN 001 444 275) (**ATIA**) has created a division known as the Australian Travel Accreditation Scheme (**ATAS**). The ATAS scheme grants eligible participants the designation of **ATIA Accredited**.

This **ATAS 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 and subsequently becoming **ATIA Accredited**, **ATIA Accredited** travel intermediary businesses are agreeing to be bound by this **ATAS Charter** (as Participants). Participants must also comply with the **ATAS Code of Conduct (the Code)**, which is designed to give consumers greater confidence in dealing with a travel intermediary that elects to become **ATIA Accredited**.

1.1. Objectives

The objectives of **ATAS** are to:

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

1.2. Structure

ATAS is overseen by a governance team incorporating:

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

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

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

1.3. Obligations of the ATIA Board relating to the ACAC

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

2. BECOMING A PARTICIPANT

2.1. Who is a Participant?

- (a) A Participant is a travel intermediary who is accredited under **ATAS**. A travel intermediary is an **entity** that is domiciled, registered or incorporated in Australia, and provides a **travel service** on behalf of a **travel supplier**. This includes, but is not limited to, a travel agent, travel management company, aggregator, distributor, online travel agent, inbound or outbound tour operator, wholesaler and a consolidator, and their employees.
- (b) Full members of **ATIA** must be **ATIA** accredited.
- (c) Entities that choose not to be full members of **ATIA** may still apply to be **ATIA** Accredited but must also demonstrate membership of an industry body, association or other relevant travel industry association. In the event of any conflict between the operation of any non-ATIA membership terms and conditions and this Charter, the ATAS Charter and Code provisions are to prevail.
- (d) Related Bodies Corporate.

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

2.2. How to become ATIA Accredited

- (a) Travel intermediaries who wish to become **ATIA** Accredited, or to **renew** their existing **ATIA** 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 **ATIA**, and must be completed by the Applicant.
- (c) Applications will be assessed by the **ATIA Compliance Manager**.
- (d) If the documents submitted are in any way incomplete or unsatisfactory, or if the **ATIA 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 **ATIA Compliance Manager** may suspend the applicant's accreditation for such period and on such conditions as the **Compliance Manager** thinks fit.
- (e) An applicant who receives such a notice will have **14 days** from the date of the notice to provide additional evidence of compliance or otherwise correct the deficiency in their application or renewal.

2.3. Unsuccessful applications

- (a) An unsuccessful applicant may request written reasons from the **Compliance Manager**, but must do so in writing, within 7 days of the date of the **Compliance Manager's** notification that the application had been rejected.
- (b) A Participant's accreditation will automatically be cancelled on the date of the rejection of their application for renewal of accreditation.
- (c) Immediately upon the cancellation of a Participant's accreditation, **ATIA** may place the fact of such cancellation and the reason for it, on the public record.

2.4. Review of application

- (a) If the **Compliance Manager** determines to reject an application, or otherwise that the accreditation of a Participant should be cancelled or suspended, the person or entity the subject of the decision may request a review of that determination by delivering to the **ATIA** 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 **ATIA** 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 **ATIA** CEO must complete the review and notify the applicant in writing as to the outcome of the review, stating reasons. The decision of the **ATIA** CEO in respect of the review will be final and binding.
- (c) An Applicant or Participant may seek a review from the Independent Chair of the ACAC to determine whether the ATIA Compliance Manager and ATIA CEO extended the principles of natural justice and followed due process in making their determinations. Such a review must be requested within 14 days of the ATIA CEO issuing their determination pursuant to cl 2.4(b) above. Where the Independent Chair determines there was an error, they will return it to the ATIA Compliance Manager and ATIA CEO to review their decision and to apply correct procedures and natural justice.

2.5. Eligibility Criteria

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

(a) **Meet the ATAS definition of a ‘Travel Intermediary’**

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

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

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

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

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

- (i) Acknowledges that it has received, read and understood the **ATAS 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 **ATIA** and the **ACAC** with respect to the performance of their duties under **ATAS**.

(c) **Consumer protection and engagement**

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

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

(d) **Business Compliance and Governance**

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

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

- (i) the applicant is not solvent or fails to satisfactorily meet the tests outlined in Attachment D of this Charter, as determined by the **Compliance Manager**;

- (ii) at any time in the 10 years preceding the determination of the application, the applicant or a director or shareholder (other than a director or shareholder of a publicly listed company) or **close associate** of the applicant or of a related body corporate of the applicant:
 - A. was a bankrupt;
 - B. was a director, or was concerned in the management, of a company which at any time during that period of 10 years:
 - (I) failed to meet a liability that, in the opinion of the **Compliance Manager**, resulted in a significant loss to a consumer;
 - (II) was an externally-administered body corporate;
 - (III) has had in the case of a winding up in insolvency, a liquidator, or provisional liquidator appointed in respect of it;
 - (IV) was determined to be ineligible to be a participant in the Australian Travel Accreditation Scheme (**ATAS**);
 - (V) had its **ATAS** or **ATIA** Accreditation cancelled; or
 - (VI) was charged with or convicted of a civil or criminal offence that, in the opinion of the **Compliance Manager**, was one affecting the applicant's fitness to be a Participant.
- (e) In considering the application or existing accreditation, the **Compliance Manager** may have regard to any information he or she sees fit.
- (f) If an applicant is a party to legal proceedings which relate in any way to its eligibility to be or become a Participant, the **Compliance Manager** may in their absolute discretion delay consideration of the application until such legal proceedings have been finally determined.
- (g) **Financial Assessment**

An applicant must provide a copy of its latest financial statements and such other information as may be requested. If such documents are not provided within 14 days of being requested or within such other period as may be extended by the **Compliance Manager**, the accreditation may be suspended forthwith until the documents are provided which satisfy the **Compliance Manager**.

- (i) A Participant is required to submit the latest annual financial statements as soon as they become available and must not wait until the next renewal period.
- (ii) All Participants must submit Financial Statements (Balance Sheet and Profit and Loss Statement) prepared by a Certified Accountant.
- (iii) All Participants except for Publicly listed entities and sole traders, must maintain a separate client or trust account to hold client funds separate from operational accounts. Sole traders will be required to comply with the specific requirements set by the ATIA Board from time to time.

- (iv) An applicant or Participant may be assessed at any time during their ATIA Participation. An applicant or Participant who fails to demonstrate a satisfactory financial position as tested against Attachment D to this Charter, may be placed on a conditional monitoring agreement, suspended or cancelled at any time.
 - (iii) The **Compliance Manager** may seek the advice of an independent senior accountant consultant as he or she sees fit, and failure of a Participant to comply with such a request will result in cancellation of the accreditation.
- (h) An applicant must have an Australian Business Number (ABN) or an Australian Registered Body Number (ABRN).
- (i) **Commercial Safeguards**

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

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

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

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

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

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

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

The applicant must pay the **ATIA** accreditation fee that applies to their relevant category. Information on the **ATIA** accredited fee categories structure is provided ~~below~~.

(i) **Schedule of Fees:**

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

(ii) **Payment options**

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

(iii) **Renewal fees**

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

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

(m) **Additional Conditions**

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

(n) **Failure to Renew**

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

(o) **Voluntary withdrawal**

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

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

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

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

- (iv) Copy of your most recent bank account statements, (including the set-up of a client account); and
- (v) Such other information as may be requested.

2.6. Accreditation Fee Structure

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

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

2.7 Change of details

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

2.8 Failure to meet criteria

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

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

3 ATAS GENERAL COMMITMENTS

3.1 Compliance with the Charter and Code

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

3.2 Accreditation date

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

3.3 Reviewing the ATAS Charter and Code

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

3.4 Outcome of Consultation

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

3.5 Changes to ATAS documentation

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

3.6 Promoting the Charter and Code

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

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

4 RESOLVING COMPLAINTS AND DISPUTES

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

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

5 ATAS CODE COMPLIANCE, MONITORING AND SANCTIONS

5.1 ATIA Compliance Manager's function

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

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

- (a) The **ATIA Compliance Manager** will not disclose the complainant's personal details to the Participant without the complainant's consent.
- (b) If the **ATIA 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 **ATIA Compliance Manager** will close the **complaint** and refer the complainant to the relevant consumer protection agency, or a court or tribunal.
- (c) It may be necessary for the **ATIA Compliance Manager** to require a participant to provide documents (including written, electronic, or recorded documents), or to make a statement relevant to an investigation.

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

5.3 ACAC functions

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

5.4 Report to ATIA Board

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

6 INFORMATION RELATING TO ATAS

6.1 ATAS documentation

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

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 is suspended, cancelled or voluntarily withdrawn, the decision and reasons for the decision to cancel or suspend the accreditation are not confidential and may be disclosed in certain circumstances, such as for the purposes of publishing a list of Participants whose **ATIA** accreditation has been suspended, cancelled or voluntarily withdrawn.
- (c) **ATIA** 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 **ATIA** management team and the **ATIA Board** (including any Sub-Committee) must declare and adequately manage any conflicts of interest to ensure impartiality is upheld.
- (c) Where a member of the **ATIA** management team and the **ATIA 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) Participant benefits are detailed on the **ATIA** website www.atia.travel
- (b) **ATIA** is represented by its logo, the “**ATIA Accredited Symbol**” (Symbol), which is available for download by **ATIA** participants at www.atia.travel
- (c) The Participant will have a non-exclusive, revocable licence to use **ATIA**’ accreditation related branding, including the Symbol.
- (d) The Symbol will at all times remain the property of **ATIA**.
- (e) The guidelines can be found in the relevant section of the **ATIA website** regarding appropriate use of the symbol.
- (f) The symbol is an indivisible unit and must not be altered in any way. Deliberate modifications and incorrect use may result in compliance action and sanctions under, as well as legal action.
- (g) A Participant whose accreditation has been cancelled for any reason is not permitted to promote or market that they are a Participant and must immediately cease to use any reference to **ATIA** or **ATAS** in their internal and external communications. This includes ceasing of all use of the **ATIA** and **ATAS** Symbol and includes any symbol related to **ATIA** and the National Travel Industry Awards (NTIA).
- (h) Where a participant’s accreditation is suspended, cancelled or voluntarily withdrawn, the **ATIA Compliance Manager** will write to the Participant requiring them to cease using any **ATAS** and **ATIA** intellectual property, trademarks or any other symbols that may give an impression they are somehow accredited under **ATAS**. Failure to comply with this direction may result in legal action.

7 CONTACTING ATAS

7.1 Contact details and notices

- (a) The up-to-date contact details of **ATIA** will be available on the **ATIA** website.
- (b) Wherever the **ATAS 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 Participant and each applicant for 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**:

ATIA website means www.atia.travel.

ACAC means the **ATIA** Complaint Appeal Committee

ACL means the Australian Consumer Law.

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

ATIA means the Australian Travel Industry Association (ACN 001 444 275).

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

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

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

ATAS website means www.atas.com.au.

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

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

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

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

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

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

Day means a calendar day.

Entity means a sole trader, partnership, trust or company (proprietary limited or limited). It does not include independent contractors, sub-agents, branch offices, or persons employed by an entity.

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

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

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

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

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

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

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



THE AUSTRALIAN TRAVEL ACCREDITATION SCHEME (ATAS)

Code of Conduct

Version 9
12 May 2025



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1. About ATAS

The Australian Travel Industry Association (ACN 001 444 275) (**ATIA**) has established the Australian Travel Accreditation Scheme (**ATAS**).

ATAS is a voluntary scheme established to enhance travel industry standards and ensure the professionalism of the travel industry into the future.

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

Your **ATIA** accredited travel intermediary, along with the **ATIA** team and **ATIA**, are committed to increasing consumer awareness and understanding of this **Code**.

All information relating to **ATAS**, including this **Code**, the **ATAS** Charter, as well as a list of participating travel intermediaries, is available on the **ATAS** website, www.atas.com.au.

2. What services are covered

The **Code** applies to:

- (a) **Travel services** we provide to **you** on or after our **accreditation** date; and
- (b) Any actions we take on or after our **accreditation** date relating to **travel services** booked before that date.

The **Code** sometimes includes words highlighted in bold. These words are defined in the 'Glossary of terms' included at the end of this document.

2.1 AIMS OF THIS CODE

This **Code** supports the overall objectives of **ATAS** by:

- (a) Setting minimum standards of behaviour and service delivery for **ATIA** accredited travel intermediaries, and providing for suitable consequences when these standards are not met;
- (b) Holding all **ATIA** accredited travel intermediaries to the same standard of behaviour, no matter where they are based;
- (c) Establishing an independent process for assisting consumers and their **ATIA** accredited travel

intermediaries to resolve any complaints or disputes that might arise; and

- (d) Building the professionalism of the travel intermediary industry into the future.

3. ATAS Code obligations

3.1 THIS CODE SETS OUT THE OBLIGATIONS THAT ATIA ACCREDITED TRAVEL INTERMEDIARY MUST ADHERE TO.

3.2 SERVICE QUALITY PROMISE

- (a) In providing **our** services, **we** will:
 - (i) Advise **you** of any relevant options and alternatives to satisfy **your** travel requirements, taking into account **your** particular interests as well as **our** arrangements with **our** **travel suppliers**;
 - (ii) Be receptive to suggestions and feedback **we** receive;
 - (iii) Disclose all relevant information in a plain and easy-to-understand form;
 - (iv) Communicate with **you** and/or **your** authorised representative in a timely manner, whether this is in writing or by telephone;
 - (v) Monitor external developments affecting how **we** provide **our** services, including changes in regulation, codes of practice and other related matters;
 - (vi) Ensure that our products and services are fit for any disclosed purpose;
 - (vii) Act with due care and skill;
 - (viii) Not engage in any acts or omissions of a misleading or deceptive nature;
 - (ix) Act fairly and in a reasonable and ethical manner;
 - (x) Treat **you** with respect, consideration and courtesy and
 - (xi) comply with the Australian Consumer Law.
- (b) In meeting **our** key commitments to **you**, **we** would greatly appreciate **you**:
 - (i) Being courteous and respectful in **your** dealings with **us**, as well as with **our** other customers and suppliers;

- (ii) Telling us if **you** need help to access or understand **our** products and services;
- (iii) Providing sufficient information to help us understand **your** needs;
- (iv) Listening carefully and communicating clearly; and
- (v) Responding to **our** requests within a reasonable time.

3.3 REQUIREMENTS UNDER OTHER LAWS

- (a) This **Code** applies in addition to any obligations created by other laws.
- (b) **We** will comply with this **Code** except where doing so would lead to a breach of any other legal obligations (for example a privacy law).

3.4 RESPECTING YOUR RIGHTS

This **Code** does not affect any other rights **you** may have under federal, state and territory laws.

3.5 CUSTOMERS WITH SPECIAL NEEDS

We will take all reasonable measures to assist customers with a disability or who require additional help, in accessing **our** travel services.

3.6 CUSTOMERS IN REMOTE INDIGENOUS COMMUNITIES

If **you** are a member of a remote Indigenous community, **we** will take reasonable steps to:

- (a) Make information about **travel services** that may be relevant to **you** available in an accessible manner and language;
- (b) Ensure that staff members operating in a remote location are appropriately trained and have the requisite level of cultural awareness; and
- (c) Consider any relevant **Australian** Commonwealth, State, Territory and local government programs that may be of assistance.

3.7 STAFF TRAINING AND COMPETENCY

We will ensure **our** staff (along with **our** authorised representatives) will be appropriately trained so that they:

- (a) Are familiar with their obligations under this **Code**; and

- (b) Can competently and efficiently perform their duties to the standard expected under **ATAS**.

3.8 GETTING A COPY OF THIS CODE

We will:

- (a) Promote this **Code**;
- (b) Make this **Code** available on request; and
- (c) Advise you that the Code is available at www.atia.travel.

3.9 REVIEWING AND IMPROVING THIS CODE

- (a) **We** will participate in any review of this **Code** and support the efforts of **ATIA** 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 **ATIA** more broadly.
- (b) **You** can assist in the review process by visiting the **ATIA** website and providing feedback on this **Code**. **Your** comments will be considered as part of the next review or earlier, if appropriate.

4. Information about our services

4.1 TERMS AND CONDITIONS

- (a) **Our** terms and conditions will:
 - (i) Be provided to you before you enter into a sale with us;
 - (ii) Require you to acknowledge that you have received and accepted our terms and conditions;
 - (iii) Include a Schedule of Fees of any fees we charge you;
 - (iv) Be distinguishable from marketing or promotional material;
 - (v) Be in English and any other language **we** consider to be appropriate to **our** customer base;
 - (vi) Be consistent with this **Code**;
 - (vii) Advise **you** of **our** obligations to protect the confidentiality of your information; and
 - (viii) Provide **you** with information about **our** complaints handling policy and other dispute resolution procedures available under **ATIA**.

4.2 OUR QUOTES AND ITINERARIES

Where we act as an agent, our quotes and itineraries will include a statement that advises you:

- i) we act as an Agent; and
- ii) That our Terms and Conditions are in addition to the Terms and Conditions of each Travel supplier listed on the quote/itinerary; and
- iii) That it is the Terms and Conditions of the Travel supplier that determine the terms of cancellation and refunds, if any.

4.3 COPIES OF DOCUMENTS

- (a) At any time, **you** may ask **us** for a copy of a document relating to any **travel arrangements** that **we** make on **your** behalf. In this instance, **we** will comply not only with this **Code**, but with any other laws that apply to the disclosure of information – for example, the **Australian Consumer Law (ACL)** and the **Privacy Act 1988 (Cth)**.
- (b) **We** will provide **you** with a copy of a document:
 - (i) Within 14 days provided that the original document was generated within a period of 1 year from the request; or
 - (ii) Otherwise within 30 days, provided that the original document is no more than 7 years old.
- (c) If **you** request a copy of a notice that required **you** to take action and **our** original contract with **you** was discharged or terminated more than 2 years ago, we do not have to provide **you** with a copy of that notice.
- (d) A copy of a document provided to **you** under this **Code** may be in electronic form, or in any other form **we** may agree on with **you**.

4.4 PRIVACY AND CONFIDENTIALITY

- (a) **We** acknowledge that, in addition to **our** duties under the **Privacy Act 1988 (Cth)** and/or other relevant state or territory privacy legislation, **we** have a general duty of confidentiality towards **you**, except in the following circumstances:
 - (i) Where **we** are required by law to disclose information about **you**; or
 - (ii) Where **you** give **us** express or implied consent to disclose that information.

5. Resolving complaints and disputes

ATIA 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 **ATIA** accredited travel intermediary, **we** must have a customer **complaints** handling procedure, which is:
 - (i) Easy and free to access; and
 - (ii) Complies with the Australian Standard on complaint management (Guidelines for complaint management in organisations) as described from time to time and in this **Code**.
- (b) If **you** have a **complaint**, **you** can advise **us** by one of the following methods:
 - (i) Completing any feedback form that **we** may make available to **you**;
 - (ii) Contacting **us** directly via telephone, mail or email; or
 - (iii) In person, by speaking to a travel agent or other customer service staff.
- (c) **We** will acknowledge **your complaint** within 5 days of receiving it.
- (d) When lodging a **complaint**, **we** may need to request additional information from **you** to assist with **our** investigations.
- (e) **We** will attempt to investigate **your complaint** and inform **you** of the outcome within 21 days of receipt. **We** will also maintain communication with **you** throughout **our** investigation.
- (f) **We** may be unable to complete **our** investigation within the 21 day period if **we** are waiting for a response from **you** or a third party which **we** have told **you** is required. In this case, **we** will:
 - (i) Inform **you** of the reasons for the delay; and
 - (ii) Specify a date when a decision can reasonably be expected.
- (g) **We** will provide **you** with the above information in writing unless it has been mutually agreed that it can be given orally.

5.2 HANDLING YOUR INFORMATION

- (a) Any information **you** provide may be recorded and used to assist **us** in improving **our** products and services to future customers.
- (b) **Your** personal information will at all times be stored in accordance with privacy requirements.

5.3 OTHER AVENUES OF DISPUTE RESOLUTION

- (a) **You** are not required to use **our** complaint handling process.
- (b) **You** may lodge a **complaint** with **your** local state or territory consumer affairs agency, court or tribunal.

5.4 ATIA COMPLAINTS ESCALATION PROCESS

- (a) **Our** objective is to resolve **your** **complaint** as a point of first contact.
- (b) If **you** are not satisfied with the outcome **we** have proposed, **you** may escalate the complaint to the ATIA Compliance Manager via the online complaint form available at atas.com.au.
- (c) If you are not satisfied with the decision of the ATIA Compliance Manager you may appeal that decision to the free, independent ATIA Complaint Appeal Committee (ACAC).
- (d) We will advise you of these options.

5.5 TYPES OF COMPLAINTS ACCEPTED

- (a) Complaints that are deemed ineligible will not be accepted by the ATIA Compliance Manager.
- (b) If **your** **complaint** is not accepted by **ATIA**, **you** will be referred to **your** local consumer protection agency, court or tribunal.
- (e) The following categories of complaints are ineligible for review under the ATIA Complaint Escalation process:
 - i. Does not involve an alleged breach of the **ATAS** Code;
 - ii. Where it would be unreasonable to pursue a matter that is more than 6 months old;
 - iii. Incident giving rise to the complaint occurred before we were an ATIA accredited member;

- iv. Involves an allegation or finding of
 - a. Corruption;
 - b. Disqualification of a director;
 - c. Failure to pay money owing under a Court order; or
 - d. Trading whilst insolvent.
- v. The matter would be more appropriately dealt with by a law enforcement agency, court or tribunal;
- vi. The complaint has been lodged with a law enforcement agency, court or tribunal;
- vii. The complaint is seeking a claim for non-economic loss in the absence of a breach of the Code of Conduct; or
- viii. Is frivolous or vexatious, or is being brought for an improper purpose.

5.6 RESOLVING A COMPLAINT UNDER ATIA

Please note that you are not obliged to use this process and may instead lodge a complaint with a relevant consumer protection agency, court or tribunal.

Stage 1: Our Resolution – within 21 days

- › We will attempt to resolve your complaint in the first instance in line with our complaint and dispute handling processes.
- › When attempting to resolve your complaint we will consider all relevant circumstances and information and inform you of our proposed action.

Stage 2: Review by ATIA Compliance Manager – within 45 days

If you are not satisfied with the outcome of our proposed resolution (stage 1), you may escalate your complaint to the ATIA Compliance Manager. If accepted, the Compliance Manager will undertake an investigation into the complaint and will make one of the following determinations:

- › Seek to resolve the matter by mutual agreement;
- › Find that **we** have already taken, or proposed to take, action that would sufficiently resolve the **complaint**;
- › Require **us** to take particular action to resolve **your complaint** (provided such action may reasonably be complied with);
- › Find that **we** have not breached our obligations under the **Code** and close the **complaint**; or
- › Find that **we** have breached the **Code** and refer the matter to the **ATIA Complaint Appeal Committee (ACAC)** for independent investigation.

You can lodge a complaint with the ATIA Compliance Manager at www.atas.com.au. Should you require assistance please contact ATIA.

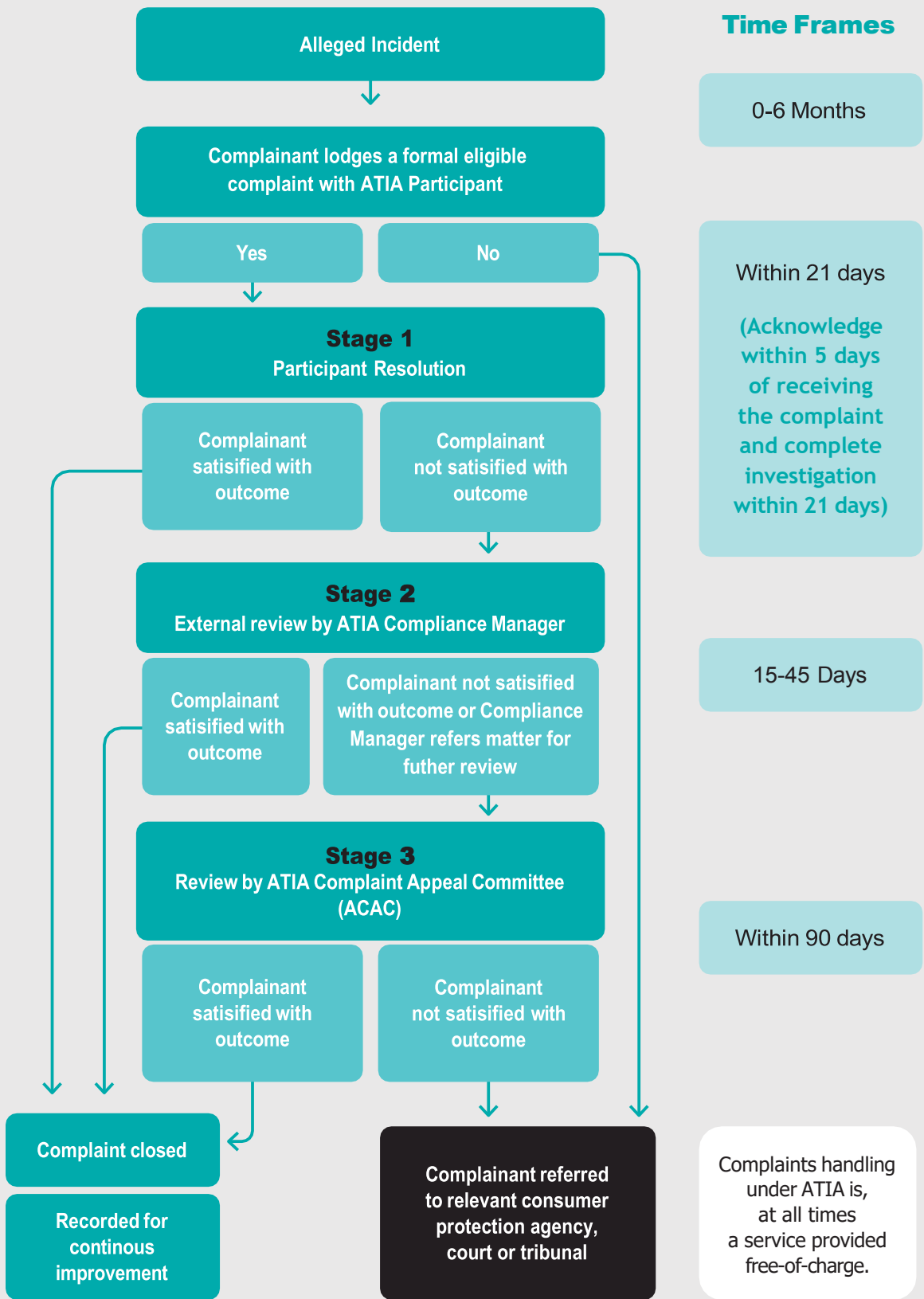
Stage 3: Review by ACAC – within 90 days

- › Where a complainant is not satisfied with the outcome of the review by the Compliance Manager (stage 2), or the Compliance Manager has determined that the complaint should be referred to the **ACAC** for review the **ACAC** will review the complaint and make a determination. A complainant must appeal to the **ACAC** within 14 days of the notification of the outcome by the **ATIA** Compliance Manager and must do so in writing to acac@atas.com.au.

Complaint Closed

- › Following the review by the **ACAC** the complaint is closed.
- › If you are not satisfied with the outcome of the **ACAC** review (stage 3) you will be referred to your relevant consumer protection agency, court or tribunal.
- › Note – You may make a complaint direct to your relevant consumer protection agency, court or tribunal at any stage, however such complaint may be ineligible for review by **ATIA** or the **ACAC**.

Complaints Escalation Flowchart



5.7 OUTCOMES OF ATIA COMPLAINTS ESCALATION PROCESS

- (a) The ATIA 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 **ATIA Complaint Appeal Committee (ACAC)** for independent investigation.
- (b) The **ATIA** Compliance Manager must advise the Complainant and Participant in writing of their findings within 45 days of receiving an escalated complaint. If the **ATIA** Compliance Manager is unable to complete the investigation within the 45 day period, he or she will inform you of the reasons for the delay and specify a date when a decision can reasonably be expected.
- (c) Where we have been required to take particular action to resolve a complaint, and the **ATIA** Compliance Manager becomes aware that such action has not been taken within a reasonable timeframe, the matter will be referred to the **ATIA** CEO. At the **ATIA** CEO discretion, he or she will take the appropriate action as he or she sees fit. This action may include a recommendation to the **ATIA** Board to cancel or suspend our accreditation for failing to comply with the **ATAS Charter** Eligibility Criteria and complying with a request of the **ATIA** Compliance Manager.
- (d) The **ATIA** Compliance Manager will prepare a written report for the **ACAC** on the outcome of an escalated complaint. The **ACAC's** power are provided in Attachment F 'The **ACAC** Terms of Reference'.

5.8 APPEALS TO THE ACAC

- (a) **You** may appeal the **ATIA** Compliance Manager's findings to the **ACAC** if you are not satisfied with the **ATIA** Compliance Manager's findings.
- (b) Appeals must be in writing and be received by the **ACAC** within **14 days** of the **ATIA** Compliance Manager notifying you of **their** decision.
- (c) The **ACAC** secretariat will provide written confirmation within **5 business days** of receiving **your complaint**.

5.9 ACAC'S POWERS

- (a) Within 90 days of the date of receiving **your** appeal, the **ACAC** will investigate **your complaint** and notify **you** in writing of its findings. If the **ACAC** is unable to complete the investigation within the 90 day period, they will inform you of the reasons for the delay and specify a date when a decision can reasonably be expected.
- (b) The powers and functions of the **ACAC** are found in the **ACAC** Terms of Reference at Attachment F to the **ATAS** Charter.

6. Definitions and Interpretations

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

ACL means the **Australian Consumer Law**. The ACL is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

ACAC means the ATIA Complaint Appeal Committee.

Accreditation date means the date that **we** were first accredited under the **ATAS** scheme.

Agent has the same meaning as defined by the law.

ATAS means Australian Travel Accreditation Scheme.

ATAS website means www.atas.com.au.

ATIA means the Australian Travel Industry Association (ACN 001 444 275).

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

ATIA website means www.atia.travel.

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 **ATIA**, at the **commencement date**, as subsequently amended from time to time.

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

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

Day means a calendar day.

Entity means a sole trader, partnership, trust or company (proprietary limited or limited). It does not include independent contractors, sub-agents or branch offices.

Travel arrangements means any transport, accommodation, tourist services or facilities, travel insurance, holidays, packages, or any other products or services specifically identified as **travel arrangements** by the **ATIA Board**, from time to time.

Travel intermediary means an **entity**, domiciled or

incorporated in **Australia**, who provides a **travel service** on behalf of a **travel supplier**. This includes, but is not limited to, a travel agent, travel management company, aggregator, distributor, online travel agent, inbound or outbound tour operator, wholesaler and a consolidator.

Travel service means any **travel service** or product we provide to **you** in **Australia**:

- (a) Including any **travel service** or product we provide on behalf of a **travel supplier**, whether supplied directly by **us** or through another **travel intermediary**; and
- (b) In the case of any **travel service** or product that we distribute on behalf of another **travel supplier** or **travel intermediary**, extends only to our role in distributing or supplying the service or product to **you** and not to the service or product itself.

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

We, us and **our** means the ATIA accredited **travel intermediary** that **you** deal with that has adopted this **Code** and its employees.

You and **your** means our customer (or, where this **Code** specifically applies to prospective customers, a prospective customer).

A reference in this **Code** to any law or other binding code or standard includes any amendments made from time to time to such a law or binding code or standard.

Solvency Definition

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

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

Risk Category	Liquidity Analysis	Calculation	Strong	Stable	Fail
#1	Current Ratio	Total Current Assets / Total Current Liabilities - Ability of the entity to pay off its short-term debt - Ability of the entity to meets its debts as they fall due	> 1.50	1.00 – 1.50	< 1.00
#1	Client Funds	Where a deficiency in client funds is reflected in the Balance Sheet or where the entity has indicated or demonstrated that client funds are not covered by available cash the test is failed.	Pass		Fail
#1	Tax and super	Are all tax, including PAYG, GST, payroll tax and superannuation contributions obligations being met?	Pass		Fail
#1	Debt / Asset Ratio	Total Liabilities / Total Assets x 100 A measure of an entity's total debt to its total assets. A percentage less than 100 means that a company has more assets than debt, while a ratio of more than 100 means the opposite. A higher ratio indicating greater risk.	< 50	50 - 99	> 100
#2	Cash Ratio	Cash + Cash Equivalents / Current Liabilities - The ratio of total cash & cash equivalents to an entity current liabilities. - Determines how quickly the entity can repay its short-term debts when they fall due using only cash.	> 1.50	1.00 – 1.50	< 1.00
#2	Debt / Equity Ratio	Total Liabilities / Shareholders' Equity Compares a business' debt to equity. The debt to equity ratio shows the percentage of financing that comes from creditors and investors. A higher debt to equity ratio indicates that more creditor financing is used than investor financing (shareholders). The greater a company's leverage, the higher the ratio. Generally, companies with higher ratios are thought to be more risky because they have more liabilities and less equity.	< 75	75 - 99	> 100
#2	Net Profit Margin	Net Profit / Sales x 100 The proportion of sales remaining after all expenses have been accounted for. The greater the number the stronger the entity.	> 3	1 - 3	< 1

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Australian Travel Industry Association Accreditation Scheme

ATIA Accreditation Complaints Appeals Committee (ACAC)

Terms of Reference

Version 8

28 January 2025

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1. INTRODUCTION

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

2. AUTHORITY

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

DISCIPLINARY PROCESS

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

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

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

3. RESOLUTION OF CUSTOMER COMPLAINT

- 3.1 The **ACAC** may resolve a complaint referred by the **ATIA** Compliance Manager under the **ATAS Charter** by:
- a) Dismissing the complaint, either wholly or in part; or
 - b) Accepting the complaint.
- 3.2 In order to resolve a complaint, the **ACAC** may request that either party:
- a) Not seek to rely on any contractual terms while the **ACAC's** investigation is underway;
 - b) Provide any information, or respond to any questions, that may assist in resolving the complaint.
- 3.3 If the **ACAC** accepts the complaint, the **ACAC** may impose any requirement or sanction listed in Part 2 of the Terms of Reference
- 3.4 Within 21 days of its decision, the **ACAC** must notify both parties in writing, including detailed reasons.
- 3.5 If the complainant is not satisfied with the **ACAC's** decision, the **ACAC** may:
- a) Recommend that any further resolution of the complaint be pursued in a court or tribunal; or
 - b) Refer the party to a relevant consumer protection authority in relation to the same matter.

4. RESPONSIBILITIES

- 4.1 The **ACAC** may make any determination reasonably required to fulfill its obligations under this Terms of Reference.
- 4.2 It the responsibility of the **ACAC** to comply with the process and time frames as described in the **ATAS** Code of Conduct.

- 4.3 (a) The **ACAC** may take into account the following factors when determining which, if any, requirement or sanction should be imposed for a breach of the **Code**:
- (i) The nature, seriousness and frequency of any breach;
 - (ii) The impact of the breach on consumers' or other Participants' confidence in the **ATIA Accreditation scheme**;
 - (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 **ATIA Accreditation** team.
- (b) The **ACAC** may take into account any mitigating factors that might warrant the imposition of a less stringent requirement or sanction.

5. MEMBERSHIP AND TERMS OF OFFICE

5.1 Appointment:

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

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

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

Independent Chair

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

Appointed Members:

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

Alternate Appointed Members

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

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

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

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

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

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

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

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

6. METHOD OF APPOINTMENT

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

7. CONDITIONS OF APPOINTMENT

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

8. MEETINGS

- 8.1 The **ACAC** will meet at the Chair's discretion as and when required to be determined by the volume of appeals received.
- 8.2 Dates and times of meetings held will be published on the **ATIA website**.
- 8.3 A quorum consists of the Chairperson, and 2 (two) other Appointed members or Alternate Members.
- 8.4 Decisions may be made in writing by circular resolution or in person where a quorum is present.

9. AGENDAS

- 9.1 An agenda and other relevant documentation will be prepared for each meeting and distributed to **ACAC** members at least 5 business days prior to the meeting.
- 9.2 The acceptance of late agenda items or the tabling of papers at a meeting will be at the Chairperson's discretion.

10. SECRETARIAT

- 10.1 The **ACAC** will be supported by a secretariat, whose role includes but is not limited to:
 - a) Preparing and distributing meeting papers;
 - b) Keeping minutes of each **ACAC** meeting and circulating them to **ACAC** members;
 - c) Undertaking research and/or inquiries on behalf of the **ACAC**, relevant to a complaint; and
 - d) Communications with complainants and participants.
- 10.2 The **ATIA Board** will set and control an appropriate budget allocation for the operation of **ACAC** in line with these Terms of Reference.

11. REPORTING

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

12. REVIEW

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

13. DEFINITIONS

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

ATIA website means www.atia.travel.

ACAC means the **ATIA Accreditation** Complaints Appeals Committee.

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

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

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

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

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

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

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

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

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Australian Travel Industry Association

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ATIA Accreditation: March 2025 update

2 May 2025: The Australian Travel Industry Association (ATIA) is delighted to report on the latest statistics for the ATIA Accreditation scheme, underscoring the rigorous standards and robust processes that maintain ATIA Accreditation as the gold standard in the Travel Industry.

The March 2025 figures reflect the stringent criteria that ATIA Accredited businesses must meet, ensuring the highest level of trust and excellence for consumers. Of those who apply, 25% are rejected, highlighting the robustness of achieving ATIA Accreditation.

Key statistics for March 2025

- **New members:** We are pleased to welcome **five businesses** to the ATIA Accreditation community, Explore Worldwide, Travel Direct Co, Flight Guys, NQ Travel & Cruise, and Eat Pray Love Travel.
- **Business Closed:** 7 business have closed and are ceasing operations.
- **Business sold:** 3 businesses have been sold or are becoming a location of an ATIA Accredited business.

For a comprehensive list of entities whose accreditation has been cancelled

- For a comprehensive list of entities whose accreditation has been cancelled or withdrawn, please consult the official registry [here](#).
- **Monitoring agreements:** Currently, 23 members are accredited under monitoring agreements. These members are obligated to provide quarterly financial and operational disclosures.

For media enquiries & interviews, please contact LJ Loch at lj.loch@atia.travel or 0488 038 555

About ATIA (www.atia.travel):

The Australian Travel Industry Association (ATIA) is the peak body representing Australia's \$69 billion travel industry. ATIA represents the majority of Australian travel agents, corporate agents, tour operators, wholesalers and ITOs.

In 2024 alone, ATIA members booked \$13.5 Billion TTV of retail bookings, \$11.8 Billion of Corporate Bookings and \$5.6 Billion of Land Operations. Typically, at least 70% of all international air sales in Australia are through our members, and over 90% of corporate sales (medium and large businesses), rather than directly through airlines. Whereas with cruises, 73% of travellers use travel advisors to book.

An impressive 92% of ATIA members are small businesses, with women making up 72% of the workforce.

ATIA administers the **ATIA Accredited program**, which is the largest and most representative accreditation scheme for travel businesses in Australia. ATIA represents over 1,120 ATIA Accredited members and over 28,000 employees nationwide, directly supporting 16.98 million Australian travellers every year.



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**Australian Travel
Industry Association**





ATIA Appoints Independent Reviewer for 2025 ATAS Charter Review

14 May 2025: Seasoned legal consultant and former senior Australian Competition and Commission officer, Michael Terceiro has been named as the Independent Reviewer for the 2025 ATAS Charter Review.

The appointment of Mr Terceiro marks the commencement of the review process as mandated under the ATAS Charter. The triennial review seeks to ensure that the ATAS Charter and Code continue to uphold high standards of professionalism, compliance, and consumer confidence within Australia's travel industry.

Mr Terceiro brings over three decades of legal, regulatory, and compliance expertise to the role. He has held numerous independent review roles across high-profile consumer-facing sectors. His experience spans regulatory compliance, competition and consumer law, and governance for both corporate and industry bodies.

The scope of the 2025 Charter Review will include evaluation of the ATAS Charter, Code of Conduct, Solvency Definitions, and the Terms of Reference for the ATIA Complaints Appeals Committee (ACAC). The review will assess whether these documents remain effective and fit-for-purpose, and whether amendments are warranted to strengthen the ATIA Accredited framework.

ATIA will open the formal consultation period on 2 June 2025, with written submissions invited from all stakeholders until 1 July 2025. Submissions will be made public and considered by Mr Terceiro, who will provide a final report to the ATIA Board by 29 July 2025. The Board will subsequently publish its response and any approved amendments.

ATIA has confirmed the full timeline for the 2025 ATAS Charter Review:

- **March 25:** Terms of Reference Approved
- **April 25:** Independent Reviewer Engaged with Advisory Committee
- **May 25:** Reviewer Appointment Announced Publicly
- **June 25:** Review of Current Framework Commences Against Best Practice Standards
- **2 June 25:** Public Submission Period Opens
- **1 July 25:** Public Submission Period Closes
- **July 25:** Submissions Reviewed and Key Issues Evaluated
- **July 25:** Final Report and Recommendations Submitted to Board
- **September 25:** Board Considers and Approves Amendments
- **October 25:** Charter Amendments Announced Publicly

This structured, transparent process ensures industry stakeholders have multiple opportunities to provide feedback and shape the future of accreditation in Australia's travel

opportunities to provide feedback and shape the future of accreditation in Australia's travel sector.

ATIA encourages all members to participate actively during the consultation period.

This transparent review process reaffirms ATIA's commitment to maintaining the highest standards of industry self-regulation and consumer protection.

ATIA encourages all members to actively participate in the consultation. This is a valuable opportunity to shape the future of the accreditation framework and ensure it reflects the needs and priorities of today's travel businesses. Full submission guidelines will be published at www.atia.travel when the consultation opens.

QUOTE ATTRIBUTABLE TO MICHAEL TERCEIRO, INDEPENDENT REVIEWER:

"I'm pleased to support ATIA in this important review process. An effective accreditation framework is vital for building trust in the travel sector, and I look forward to engaging with members and stakeholders to ensure the scheme remains fair, practical, and fit for purpose."

QUOTES ATTRIBUTABLE TO ATIA CEO DEAN LONG:

"Michael Terceiro brings unrivalled integrity and insight to this important appointment. His deep expertise in consumer law and regulatory frameworks makes him an ideal choice to lead an independent and rigorous review."

"The ATAS Charter and Code form the cornerstone of our accreditation framework. This review is essential to ensuring that the standards we uphold remain contemporary, credible and trusted by consumers, regulators and the industry itself."

For media enquiries & interviews, please contact LJ Loch at lj.loch@atia.travel or 0488 038 555

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