

Australian Travel Accreditation Scheme (ATAS)

Charter

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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 Participants Accreditation where it is demonstrated that the Participant does not meet the eligibility criteria. This includes, but is not limited to, where:

- a) a Participant has failed to notify **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.