



Australian Travel Industry Association (ATIA)

Aviation Consumer Protection Bill and 3
related bills

May 2026

Introduction

The Australian Travel Industry Association (ATIA) welcomes the opportunity to provide a submission to the Senate Rural and Regional Affairs and Transport Legislation Committee inquiry into the *Aviation Consumer Protection Bill 2026 and 3 related bills*.

ATIA supports the objective of the legislative package to establish a consumer protection framework aimed at improving the consumer aviation travel experience, including accessing airport services and travelling with airlines. Strengthening consumer confidence and ensuring effective mechanisms for addressing disruptions and complaints in relation to airline services are important policy goals.

In providing this submission, ATIA has focused its comments on aspects of the legislative package that are most relevant to the effective operation of the framework, particularly where clarity in the allocation of responsibility is important to achieving intended consumer outcomes. In ATIA's view, the effectiveness of the framework will depend on ensuring that regulatory obligations are clearly defined and appropriately targeted.

About ATIA

ATIA is the peak body for a broad array of Australian travel businesses. Our membership base includes the full spectrum of travel intermediary businesses across Australia, including retail, corporate and online travel agents, tour operators, wholesalers and consolidators.

Our members range in size from the largest listed organisations through to small independently owned and operated travel businesses.

A large proportion of travel agent members are small to medium businesses, many of whom operate under networks such as Helloworld, Flight Centre Independent, My Travel Group, itravel, Express Travel Group, Travellers Choice and CT Partners. ATIA's membership also includes consolidators, tour operators and wholesalers such as Scenic, APT and The Travel Corporation.

In addition, ATIA administers the Australian Travel Accreditation Scheme (ATAS), which is the largest and most representative accreditation scheme for travel businesses in Australia. Those businesses that meet the standards are provided the designation of being ATIA Accredited. All ATIA members are ATIA accredited and recognised for their highest operational standards including yearly assessment of finances, minimum levels of training and procedures for dealing with consumer grievances. 85% of consumers are more likely to book with an ATIA-accredited travel agency or tour operator.

Legislative Framework

The Bill establishes a framework for aviation consumer protections, with key elements of the scheme to be set out in subordinate instruments, including the Aviation Consumer Protections Charter and rules.

Given this structure, it is important that the Bill is clear about the intended scope of the scheme, including the entities that are intended to be covered. This is particularly important where obligations will be set through subordinate instruments, and where the Bill allows the rules to affect the scope and application of the framework.

ATIA has been actively involved in consultation on the development of the Charter and is generally comfortable with the most recent version provided by the Department. ATIA's focus is to ensure that the intended scope of the framework is clearly reflected in the Bill.

The comments below focus on those provisions that determine the scope and application of the framework and, where greater clarity is needed, to ensure the scheme operates as intended.

Scope and Application of the Framework

Throughout the development of the aviation consumer protection framework, consideration was given to the appropriate scope of the scheme to ensure that it was directed to the key policy issues it is intended to address. These include consumer dissatisfaction with the way in which airlines have interpreted and applied their obligations to passengers, delays in airlines' responsiveness to complaints and outcomes associated with existing aviation complaint mechanisms, including the Airline Customer Advocate.

In that context, the framework has been developed on the basis that it applies to airlines and airport operators, and not to intermediaries such as travel agents, consistent with comparable international schemes. This reflects the established agent–principal relationship between travel agents and airlines.¹ This is appropriate because airlines retain both responsibility for the service and practical control over the commercial arrangements through which agents sell airline tickets, including mechanisms such as fines, control of bookings and suspension or termination of sale rights to enforce compliance where agents do not meet airline requirements. Further detail on the role of intermediaries and the rationale for their exclusion from the framework is provided in **Attachment A**.

Importantly, consumers are protected regardless of whether they book directly with an airline or through a travel agent, as the airline remains responsible for the delivery of the service. This reflects the policy approach underpinning the framework, under which obligations are directed to the entities responsible for service delivery.

ATIA's focus is to ensure that this intended scope is clearly reflected in the Bill. At present, the current drafting may give rise to unintended ambiguity as to whether entities other than airlines and airport operators may be captured by the framework.

Uncertainty arising from clauses 11 and 14

The central issue is whether the Bill is sufficiently clear about which entities may be brought within the framework. In ATIA's view, this issue arises from the interaction between the definition of "regulated entity" in clause 14 and the definition of "airline service" in clause 11.

Clause 14 provides that airlines and airport operators are regulated entities. It also provides that rules may specify other persons, or classes of persons, as regulated entities where they are "engaged in activities relating to the offering or supply of a regulated service".

¹ Confirmed by the High Court, see High Court of Australia, [ACCC v Flight Centre Travel Group](#), B15/2016 from [76].

A “regulated service” includes an “airline service”. Clause 11 defines “airline service” to include not only regular air transport, but also related services such as assistance with bookings and changes, and the provision of information to passengers about the airline service, including information about rescheduling or cancellation.

Those related services are functions that may be performed by intermediaries, including travel agents. As a result, while the framework is intended to apply to airlines and airport operators (in the provision of regular air services and related services), the combined operation of clauses 11 and 14 creates a pathway for rules to bring within the framework persons who act as agents in the sale of airline tickets, but do not control the delivery of airline services.

In ATIA’s view, this does not clearly reflect the intended scope of the framework. This ambiguity is also not resolved in the accompanying explanatory materials. ATIA therefore considers that the Bill should be amended so that the intended scope is clear on the face of the legislation.

Recommendations

ATIA recommends that clause 14 be amended to make clear that travel intermediaries are not regulated entities for the purposes of the Bill.

The most direct way to achieve this would be to amend clause 14(3), which already provides for exclusions from the definition of “regulated entity”, and to insert a definition of “travel intermediary”.

Proposed amendment to clause 14(3)

Amend clause 14(3) as follows (proposed new text is shown in bold):

- 14(3) Despite subsection (1), a person is not a regulated entity if the person:
- (a) is specified by rules made for the purposes of this paragraph; or
 - (b) is in a class of persons specified by rules made for the purposes of this paragraph; or
 - (c) is a travel intermediary.**

Proposed definition

Travel intermediary means a person, other than an airline or airport operator who, in the course of carrying on a business, arranges, facilitates or assists with the booking, sale or distribution of airline tickets or related travel services, but does not provide regular air transport.

These amendments would ensure that the intended scope of the framework is clear on the face of the legislation, while preserving its application to airlines and airport operators.

Attachment A – Role of intermediaries

Intended scope of the framework

ATIA supports the intended approach taken in the development of the aviation consumer protection framework, that the Charter and Scheme remain focused on airlines and airports, and that travel agents and other third parties that sell aviation services will not be required to join the scheme. This is consistent with similar schemes operating internationally.

This ensures the framework is appropriately focused on addressing the key policy issue it is intended to address, including consumer dissatisfaction with how airlines have interpreted their obligations to passengers, lengthy delays in airlines' responsiveness to complaints and unsatisfactory outcomes from complaints referred to the Airline Customer Advocate.

Agent–principal relationship

Importantly, under the proposed framework, all consumers will be protected regardless of whether they book directly with an airline or through an airline's agent (travel agent). While the proposed Charter is not subject to this inquiry, ATIA understands, based on its involvement in the consultation process, that agents will be required to comply with certain requirements in the Charter (specifically, subsections 1.1(a) to (h)) and airlines will be responsible for ensuring any agent of the airline meets these requirements. This approach reflects the established agent-principal relationship that exists between travel agents and airlines. It was also recognised by the ACCC in its submission to the Aviation Industry Ombuds Scheme:²

The ACCC considers that the Aviation Industry Ombuds Scheme should be able to consider complaints [where the travel was booked through a travel agent], and direct an airline to provide the refund directly to the consumer in such circumstances. After reimbursing the consumer, the airline can pursue its own remedies against the travel agent, where the travel agent may have contributed to the problem.

ATIA understands there has been continued advocacy by some stakeholders that travel agents are not in fact the agent of an airline, and as such travel agents should be included in the new consumer protections framework. The agent-principal relationship has been confirmed by the High Court, which has found that travel agents act as the agent of the airline for the supply of airline tickets.³

In addition, Commercial Agreements between agents and airlines makes clear that agents are acting on behalf of airlines in the sale of flights and associated services. Airlines also retain control over key elements of the transaction, including fare terms and conditions, booking rules and the handling of funds. Consumer payments for airline tickets are held by airlines, not travel agents, and refunds are processed in accordance with airline policies and systems.

Commercial control and accountability of agents

Relevantly, travel agents are not authorised to sell an airline's product unless they comply with the terms of Commercial / Agency Agreements and other agency terms and conditions, and associated policies. These documents govern how agents are authorised to sell flights and associated services of airlines and place extensive obligations on agents.

² ACCC, [Submission in response to the Aviation Industry Ombuds Scheme consultation](#), p.11.

³ High Court of Australia, [ACCC v Flight Centre Travel Group](#), B15/2016 from [76].

Common features are as follows:⁴

- **Traveller Contact Details** – Agents must provide all traveller contact details to the airline in the prescribed format.⁵
- **Fare Rules** – Agents must only distribute fares in accordance with the airline’s fare rules – they are not permitted to amend these.⁶ There are also some requirements to ensure that travellers acknowledge and accept these fare rules.⁷
- **Disclosure of Fees** – All fees charged to travellers must be fully disclosed.⁸
- **Distribution of Booking Terms** – Agents must provide travellers with the most up-to-date booking terms as soon as practicable after making a booking, and any time a traveller changes or cancels their flight.⁹
- **Itineraries** – Agents must issue each traveller with an itinerary containing the same information as that contained on an itinerary issued by the airline, noting the airline reserves the right to change this information at any time without notice.¹⁰

Where an agent fails to meet these obligations, airlines have a range of enforceable tools and remedies available, including:

- **Control of bookings** – Airlines are able to assume control of Passenger Name Records (PNRs), reissue tickets and amend bookings where necessary.¹¹ Airlines routinely charge fees for such amendments, demonstrating that they have both the means and processes to manage such cases.¹²
- **Agency Debit Memos (ADM)** – ADMs allow airlines to unilaterally recover funds from agents for what they consider to be ticketing, fare, or refunding errors.¹³
- **Indemnity and Insurance obligations**¹⁴ – Agents must indemnify airlines against any liability, loss, or costs arising from the agent’s own actions, omissions or breaches. Where a traveller makes or threatens a claim against an airline in such circumstances, the agent is responsible for managing and, if directed, settling the claim at their own cost without reimbursement from the airline. Agents are also required to maintain adequate insurance, including Public Liability and Professional Indemnity cover.
- **Termination and suspension of sale rights** – Airlines can terminate an Agency agreement and/or remove or suspend an agent’s authority to issue tickets on the airline’s ticketing stock in the event of certain breaches.¹⁵

⁴ We have provided links to Virgin Australia and Qantas’ publicly available documents. Other airlines’ agreements are not publicly available, however we understand these to be standard features from consultations with members.

⁵ See, for example, [Virgin Australia Travel Agent Main Agreement](#), Part C, clause 10 (g); [Qantas Standard Agency Terms and Conditions](#), clause 5.4.

⁶ See, for example, [Qantas Standard Agency Terms and Conditions](#), clause 4.1

⁷ See, for example, [Virgin Australia Travel Agent Main Agreement](#), Part F, clause 4.

⁸ See, for example, [Virgin Australia Travel Agent Main Agreement](#), Part F, clause 5(b); [Qantas Standard Agency Terms and Conditions](#), clause 3.1(b)-(d)

⁹ See, for example, [Virgin Australia Travel Agent Main Agreement](#), Part C, clause 10(f).

¹⁰ See, for example, [Virgin Australia Travel Agent Main Agreement](#), Part F, clause 7.

¹¹ See, for example, [Qantas Standard Agency Terms and Conditions](#), clause 6.3; [Virgin Australia Travel Agent Main Agreement](#), Part A, clause 6(c) and [Ticketing and General Booking Policy](#), clause 2.3.

¹² See, for example, [Qantas Standard Agency Terms and Conditions](#), clause 6.4.

¹³ See, for example, [Qantas ADM Policy](#); [Virgin Australia ADM / ACM Policy](#), April 2024.

¹⁴ See, for example, [Virgin Australia Travel Agent Main Agreement](#), Part C, clause 10; [Qantas Standard Agency Terms and Conditions](#), clause 14.

¹⁵ See, for example, Virgin Australia’s [Travel Agent Main Agreement](#), Part A, clauses 6a and 6b; [Qantas Standard Agency Terms and Conditions](#), clause 14.

- **Refunds to customers** – Agents must provide these in accordance with the fare rules of the airline, and in manner and timeframe as stipulated by airlines.¹⁶

These mechanisms demonstrate that airlines, as principals, retain effective control over the conduct of their agents, and have both the means and the processes to hold agents accountable when necessary.

Customer contact information – existing requirements

It has been suggested that issues may arise where airlines are unable to contact customers where bookings are made through travel agents. However, agents are already subject to established requirements governing the collection and provision of customer contact details.

Under IATA Resolution 830d, agents must actively request customer contact details at or before the time of ticketing and, where consent is provided, include those details in the booking record to enable airlines to communicate directly with passengers in the event of operational disruptions. Where a customer declines to provide contact details, the agent must record that decision and advise the customer of the implications, including that they may not receive operational notifications from the airline.

These requirements, together with the obligations imposed by airlines under commercial arrangements, already address this issue. The Charter also recognises this adopting a “reasonable efforts” standard, requiring airlines to make reasonable efforts to ensure that agents comply with booking information requirements, and to make reasonable efforts to confirm passenger details at check-in. This does not warrant extending the framework to intermediaries.

Existing regulatory and consumer protection frameworks

In addition to obligations under Agency Agreements, Commercial Agreements and the Australian Consumer Law, accredited agents must also comply with the elevated standards of the Australian Travel Accreditation Scheme (ATAS) Charter and Code. ATAS provides a robust, independent dispute resolution service to consumers at no cost, developed with full oversight by the Consumer Affairs Forum and CHOICE and consistent with ACCC best practice for industry codes of conduct. Consumer bodies have direct say and oversight over the complaints process, and industry and consumer bodies have equal voice in the process.¹⁷

In addition, as noted by the Department of Infrastructure:¹⁸

the travel agent sector is also much less concentrated than the airline sector, and consumers have more choice in going to another travel agent if they are not satisfied with their current provider. Consumers have the capacity to compare costs, benefits and consequences associated with different booking options.

Conclusion

For these reasons, ATIA considers that the proposed aviation consumer protections framework is appropriately focused on airline conduct and should not extend to travel agents. Airlines are responsible for their services and for managing the conduct of their authorised agents. Extending the framework to travel agents would risk complicating accountability, duplicating existing commercial and regulatory mechanisms, and reducing clarity for consumers. It is important that this intended scope is clearly reflected in the legislation.

¹⁶ See, for example, [Qantas Standard Agency Terms and Conditions](#), clause 6.5 and [Qantas \(081\) Refund Policy](#) Virgin Australia [General Booking and Ticketing Policy](#), clause 4.

¹⁷ Further details on ATAS and the complaint resolution process have been provided in previous submissions by ATIA.

¹⁸ Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts, Aviation Consumer Protections, [Consultation Paper](#), September 2025.