

Code of Business Standards
and Ethics for the

APPROVED DESTINATION STATUS (ADS) SCHEME

2015 VERSION 3

Effective: 19 January 2015



Australian Government
Austrade



FOREWORD

The Australian Government's Approved Destination Status (ADS) scheme is a bilateral tourism arrangement between the Australian and Chinese Governments which allows Chinese citizens to undertake leisure travel in organised groups to Australia.

This Code of Business Standards and Ethics is an integral component of the ADS scheme as it prescribes minimum standards for Australian entities which provide tourism-related services to Chinese tourists participating in ADS groups. Participants in the ADS scheme acknowledge the fundamental objective of the scheme is to provide quality tourism experiences to Chinese tourists. This includes ensuring the delivery of all components of an ADS tour as sold to the tourist in China.

This revised Code was drafted following extensive consultation with stakeholders, and takes into consideration regulatory changes in Australia and China, in particular the introduction of a new tourism law in China in October 2013. This Code has been drafted to work in harmony with relevant provisions of the China Tourism Law, and seeks to enhance the protections and transparency available to consumers who purchase travel services for consumption in Australia.

This version of the Code takes effect from 19 January 2015 and contains updates to the requirements for inbound tour operators, the introduction of approval for tour guides operating within the ADS scheme and the introduction of a new sanction structure.

Information on the Code (including how to become an approved entity to operate under the ADS scheme) is available at www.austrade.gov.au/ads or by contacting Austrade on **1800 048 155** or ads@austrade.gov.au

CONTENTS

	Foreword	inside front cover
	Code Framework	2
Section 1:	Definitions	3
Section 2:	Introduction	5
	The purpose of the Code	
Section 3:	Approved ADS Entities	6
	The entities that can operate within the ADS Scheme	
Section 4:	Obligations of ADS ITOs	7
	The practices and standards required of ADS inbound tour operators under the Code	
Section 5:	Obligations of ADS TGs	14
	The practices and standards required of ADS tour guides under the Code	
Section 6:	Compliance monitoring and managing non-compliance	17
	The monitoring practices to ensure compliance with this Code and the consequences of not complying with the Code	
Section 7:	Administration	19
Attachments	A: Fit and Proper Person requirements	20
	B: ADS TGs approval requirements	22
	C: ADS TGs approval requirements from 1 July 2016	23
	D: ADS Itinerary requirements	24
	E: Itinerary amendment form	26
	F: List of Competitive Retail Areas	28
	G: ADS Absconder Report	31

CODE FRAMEWORK

This **Code** prescribes standards of conduct for entities which deliver tourism services to Chinese citizens travelling to Australia in organised tour groups under the Australia-China Approved Destination Status (ADS) scheme.

The **Code** applies to:

- approved ADS inbound tour operators (**ADS ITOs**), and **Associates** of **ADS ITOs**, from 19 January 2015; and
- approved ADS tour guides (**ADS TGs**) from 19 January 2015 (with further accreditation required from 1 July 2016).

Words printed in **bold** are defined terms whose meanings are found in Section 1 of this **Code**.

Basic rules of the Code

Rule 1 – ADS ITOs

- **ADS ITOs** must conduct **ADS Tour Services** for **ADS Tourists** in accordance with the provisions of this **Code**.
- **ADS ITOs** can only conduct **ADS Tour Services** for **ADS Tourists** that have been sold an **ADS Tour Package** by an **ADS OTO**.

Rule 2 – ADS TGs

- From the **Effective Date** of this **Code** tour guides accompanying an **ADS Tour Group** must be approved under this **Code**. **ADS TGs** must be employed or contracted by **ADS ITOs** to facilitate **ADS Tour Services**.

Rule 3 – Approval of ADS ITOs and ADS TGs

- **ADS ITOs** and **ADS TGs** are approved by the **ADSEO** in accordance with the requirements of this **Code**.

Rule 4 – Breaches and sanctions for non-compliance with the Code

- From the **Effective Date** of this **Code** each **ADS ITO** and **ADS TG** is allocated 10 **ADS Points**. If it is determined that an **ADS ITO** or **ADS TG** has breached the **Code**, **ADS Points** may be deducted in accordance with Section 6 of this **Code**. The number of points which may be deducted for each breach is listed in Sections 4, 5 and 6. If an **ADS ITO** or **ADS TG** loses the full 10 **ADS Points** within a 12 month period their **ADS** approval will be suspended as set out in Section 6.

Approved ADS Outbound Tour Operators – Interaction with the Migration Regulations 1994 (Cth)

Chinese citizens visiting Australia under the **ADS Scheme** are granted a special visitor visa issued under the Australian *Migration Regulations 1994* (Cth). One requirement for issuing of the visa is that the visitor must travel to Australia as a member of a tour organised by a Chinese travel agent approved under the *Migration Regulations 1994* (Cth). In this **Code**, such a travel agent is referred to as an **ADS OTO**.

Other entities operating within the framework of the Code

- Australian Trade Commission (**Austrade**) – the Australian government agency primarily responsible for administering the **ADS Scheme**.
- Compliance Monitoring Agency (**CMA**) – a body appointed by **Austrade** to monitor the conduct of **ADS ITOs** and **ADS TGs**.
- Department of Immigration and Border Protection (**DIBP**) – the Australian government agency responsible for issuing **ADS Visas** to **ADS Tourists** and assisting **Austrade** to administer the **ADS Scheme**.

SECTION 1: DEFINITIONS

The following definitions apply in this **Code**:

Absconder means an **ADS Tourist** who fails to follow the **ADS Itinerary** in contravention of his/her visa conditions, leaves the **ADS Tour Group** permanently and fails to depart Australia with the group.

Absconder Report means a report in the format provided at **Attachment G** that must be completed by an **ADS ITO** for any **Absconder**.

Activity means a recreational or cultural activity.

ADS means Approved Destination Status.

ADS Entities means **ADS ITOs** and **ADS TGs**.

ADS Itinerary means a document prepared by the **ADS ITO** and **ADS OTO** with the requirements specified in **Attachment D** that lists the services of an **ADS Tour Package**. The **ADS Itinerary** must be lodged by the **ADS OTO** with **DIBP** for application for an **ADS Visa** for an **ADS Tourist**.

ADS ITO means an inbound tour operator approved by **Austrade** to provide **ADS Tour Services**.

ADS OTO means an outbound tour operator approved to sell **ADS Tour Packages** by the China National Tourism Administration and the Minister for Immigration and Border Protection.

ADS Points means the points allocated to each **ADS ITO** and **ADS TG**.

ADS Scheme means the Approved Destination Status scheme as agreed between the Governments of Australia and the People's Republic of China by an exchange of letters on 22 April 1999.

ADS TG means a tour guide approved by **Austrade** to supervise **ADS Tour Groups** in Australia.

ADS Tour Group means a group of **ADS Tourists** who are the recipients of the same **ADS Tour Services**.

ADS Tour Package means a package of services for travel to and within Australia as listed in an **ADS Itinerary** sold by an **ADS OTO** to an **ADS Tourist**.

ADS Tour Services means services provided by an **ADS ITO** in Australia to deliver an **ADS Tour Package**.

ADSEO means the ADS Executive Officer appointed by **Austrade** to make decisions under this **Code**.

ADS Tourist means a Chinese individual admitted to Australia under an **ADS Visa** and who is sold an **ADS Tour Package**.

ADS Visa means a visa for entry to Australia approved by **DIBP** for an **ADS Tourist** visiting Australia under the **ADS Scheme**.

Associate means, in relation to an **ITO**:

- (a) a principal, officer, employee, agent, or subcontractor of the **ITO**; or
- (b) another person or entity who has entered into, or proposes to enter into, a commercial or other arrangement with the **ITO** under which a **commission**, fee or benefit is to be provided directly or indirectly to the other person by the first mentioned person; or
- (c) if the **ITO** is a company, a shareholder of the company.

Attraction means a place of interest in Australia or its territorial waters that is visited by tourists.

Austrade means the Australian Trade Commission, or its successor, which is responsible for administering the **ADS Scheme**.

Australian Professional Tour Guiding Organisation means an Australian organisation or association that represents tour guides.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory.

CMA means the compliance monitoring agency which is a body appointed by **Austrade** to monitor the compliance of **ADS Entities** with this **Code**.

Code means this **Code**, the *ADS Code of Business Standards and Ethics*, including any attachments.

Commission Linked Shopping means a visit by an **ADS Tour Group** to a **Commission Linked Shopping Outlet**.

Commission Linked Shopping Outlet means a shopping outlet from which an **ADS ITO** or its **Associates**, **ADS TG** or **ADS OTO** has received, or reasonably expects to receive, any **Commission** in connection with a visit by an **ADS Tour Group**.

Commission means any financial or other advantage or benefit received by an **ADS ITO** or its **Associates**, **ADS TG** or **ADS OTO** that results from activities conducted by an **ADS Tour Group** member.

Competitive Retail Area means a precinct containing a range of competing retail outlets representing diverse shopping opportunities. A list of **Competitive Retail Areas** for free shopping time is listed at **Attachment F**.

Deviator means an **ADS Tourist** who fails to follow the **ADS Itinerary** in contravention of his/her visa conditions, on a temporary basis, but later returns to the **ADS Tour Group**, and departs Australia in accordance with the **ADS Itinerary**.

DIBP means the Commonwealth Department of Immigration and Border Protection.

Effective Date means 19 January 2015.

Fit and Proper Person means an entity and/or an **Associate** of the entity who is assessed as meeting the criteria outlined in **Attachment A** of this **Code**.

Pre-paid Tour Inclusion in relation to **ADS Tour Services** means a visit to an **Attraction** or participation in an **Activity** which has a charge to visitors or participants that has been included in the cost of the **ADS Tour Package**.

Industry Association means a tourism specific trade and/or export association which operates in Australia.

Post Reference Number means the unique **code** given to each **ADS Tour Group** by the **DIBP**.

Quotation means the price that a potential **ADS Tour Group** member will be charged for the **ADS Tour Services** provided by an **ADS ITO**.

Reviewable Decision means the decisions mentioned in clause 7.2 of this **Code**.

Tour Leader means the person who is employed or contracted by the **ADS OTO** to accompany an **ADS Tour Group** from China to Australia and back.

SECTION 2: INTRODUCTION

Purpose

- 2.1 The purpose of this **Code** is to prescribe minimum standards for **ADS Entities** to ensure that **ADS Tourists** receive a quality tourism experience, and help maintain the integrity of the **ADS Scheme**. The **Code** also explains the sanction structure used to manage non-compliance with the **Code**.

How to interpret the Code

- 2.2 Where the intent or scope of the **Code** is in doubt, the **Code** must be interpreted in consideration of clause 2.1.
- 2.3 When reading the **Code**, the word “should” is used to indicate a recommended course of action, while “may” is used to indicate an optional course of action.
- 2.4 This **Code** also includes various references to compliance requirements. The words “must”, “requires” or “mandatory” indicate that these requirements exist and must be complied with.
- 2.5 Words appearing in **bold** are defined terms whose meanings are provided in Section 1.

Application date

- 2.6 This **Code** is effective from 19 January 2015, except for clauses 3.13, 3.14 and 3.15 which come into effect from 1 July 2016.

SECTION 3: APPROVED ADS ENTITIES

Overview

- 3.1 There are two types of entities that can be approved under this **Code** to conduct **ADS Tour Services**, **ADS ITOs** and **ADS TGs**.
- 3.2 The **ADSEO** will consider applications to become **ADS ITOs** and **ADS TGs**. If, after an approval is given, the approval is suspended or revoked in accordance with Section 6 of this **Code**, the **ADS ITO** or **ADS TG** must cease involvement in all aspects of the **ADS Scheme** until the approval is reinstated.
- 3.3 To maintain approval:
 - a) **ADS ITOs** must comply with all clauses in this **Code** that apply to an **ADS ITO**; and
 - b) **ADS TGs** must comply with all clauses in this **Code** that apply to an **ADS TG**.
- 3.4 **ADS Entities** will maintain their approval unless the approval is revoked or suspended in accordance with this **Code**.

Approved ADS ITOs

- 3.5 The **ADSEO** may approve an entity to be an **ADS ITO** if the entity has completed the necessary application process and demonstrated to the **ADSEO's** satisfaction that it is a **Fit and Proper Person**.
- 3.6 In assessing whether an entity is a **Fit and Proper Person**, the **ADSEO** will have regard to the requirements and factors listed at **Attachment A**.
- 3.7 An entity that wishes to become an **ADS ITO** must complete and submit the application form available at www.austrade.gov.au.

Approved ADS TGs

- 3.8 From the **Effective Date** of this **Code** all tour guides operating within the **ADS Scheme** must be an approved **ADS TG**.
- 3.9 From the **Effective Date** of this **Code** until 30 June 2016, the **ADSEO** may approve a person to be an **ADS TG** if the person meets the requirements listed at **Attachment B**.
- 3.10 Tour guides that do not meet the requirements at **Attachment B** will not be permitted to participate in the **ADS Scheme**.
- 3.11 From 1 July 2016, all **ADS TGs** who were granted approval prior to 1 July 2016 will need to provide evidence to the **ADSEO** that they meet the requirements at **Attachment C**.
- 3.12 If the **ADSEO** determines that an **ADS TG** does not satisfy the requirements at **Attachment C**, his/her **ADS** approval may be suspended or revoked by the **ADSEO**.

[Note: Clauses 3.13 to 3.15 apply from 1 July 2016]

- 3.13 The **ADSEO** may approve a person to be an **ADS TG**.
- 3.14 In assessing whether to grant approval to be an **ADS TG**, the **ADSEO** will have regard to the requirements and factors listed at **Attachment C**.
- 3.15 A person that wishes to become an **ADS TG** must complete and submit the application form available at www.austrade.gov.au.

SECTION 4: OBLIGATIONS OF ADS ITOS

Overview

- 4.1 **ADS ITOs** must comply with the obligations outlined in this Section 4 to ensure that **ADS Tourists** receive a quality tourism experience.
- 4.2 Where an **ADS ITO** is found to have not complied with its obligations under this **Code**, the sanction structure outlined in Section 6 will be applied to the **ADS ITO**.

General obligations

- 4.3 An **ADS ITO** must:
- a) continue to meet the **Fit and Proper Person** requirements at **Attachment A** and report any matters that may affect its **Fit and Proper Person** status to **Austrade**;
Non-Compliance Penalty – refer to clause 6.14
 - b) continue to hold and maintain public liability and professional indemnity insurance;
Non-Compliance Penalty – refer to clause 6.14
 - c) comply with all relevant laws and regulations of Australian jurisdictions within which it operates;
Non-Compliance Penalty – refer to clause 6.14
 - d) remain active in the **ADS Scheme** by conducting at least one **ADS** tour per calendar year or by handling other inbound business from China;
Non-Compliance Penalty – refer to clause 6.14
 - e) continue to hold a financial membership with a national tourism **Industry Association** or State/Territory tourism industry council;
Non-Compliance Penalty – 2 ADS Points
 - f) attend a minimum of two industry events, workshops or familiarisations per calendar year;
Non-Compliance Penalty – 2 ADS Points
 - g) attend the **ADS ITO** training forum hosted by **Austrade** every calendar year;
Non-Compliance Penalty – 2 ADS Points
 - h) not take any steps to prevent or discourage an **ADS OTO** from complying with the Tourism Law of the People's Republic of China nor be complicit or facilitate violations of the China Tourism Law;
Non-Compliance Penalty – 3 ADS Points
 - i) maintain full and accurate records for **ADS Tour Services** it provides, including but not limited to records of all **Commissions** and other benefits received in respect of **ADS Tour Services**.
Non-Compliance Penalty – 2 ADS Points

ADS Tour Services

- 4.4 An **ADS ITO** must:
- a) at all times conduct and administer **ADS Tour Services** to a high professional standard;
Non-Compliance Penalty – 3 ADS Points
 - b) conduct **ADS Tour Services** only in accordance with **ADS Tour Packages** sold by **ADS OTOs** to **ADS Tourists**.
Non-Compliance Penalty – 3 ADS Points
- 4.5 An **ADS ITO** must take reasonable steps to ensure that:
- a) **ADS Tourists** are kept safe and secure while in Australia;
Non-Compliance Penalty – 5 ADS Points
 - b) **ADS Tourists** are not subjected to any physical or psychological threats or abuse.
Non-Compliance Penalty – 5 ADS Points
- 4.6 An **ADS ITO** who wishes to delegate any or all parts of the **ADS Tour Service** to another **ADS ITO** or an **ITO** who is not **ADS** approved must, before any delegation is made, obtain Austrade's written approval to the delegation.
Non-Compliance Penalty – 2 ADS Points

The **ADS ITO** delegating **ADS Tour Services** will remain responsible for the welfare of the **ADS Tourists**. If the **ADS Tour Services** are delegated to another **ADS ITO**, the services it provides will be subject to the provisions of this **Code**.

ADS TGs

- 4.7 An **ADS ITO** must employ or contract an **ADS TG** to supervise an **ADS Tour Group** at all times while the group is in Australia.
Non-Compliance Penalty – 5 ADS Points
- 4.8 **Austrade** may allow an **ADS ITO** to use a tour guide who is not an **ADS TG** where the following conditions are met:
- a) the **ADS ITO** can demonstrate it has made reasonable efforts to employ or contract an **ADS TG** and can provide a reasonable explanation as to why such a person is not available to conduct the tour; and
 - b) the **ADS ITO** provides a request in writing to **Austrade** prior to the commencement of the tour which contains the following information:
 - i) the name of the proposed tour guide;
 - ii) the relevant experience of the proposed tour guide;
 - iii) the residency and citizenship of the proposed tour guide; and
 - iv) the English and Chinese language capability of the proposed tour guide.

ADS Itineraries

- 4.9 An **ADS ITO** must:
- a) provide **ADS Tour Services** to **ADS Tourists** in accordance with the relevant **ADS Itinerary** as submitted to **Austrade**;
Non-Compliance Penalty – 3 ADS Points
 - b) ensure the **ADS Itinerary** for each tour complies with the requirements outlined at **Attachment D**;
Non-Compliance Penalty – 2 ADS Points
 - c) take reasonable steps to ensure the **ADS Itinerary** and **Quotation** for an **ADS Tour Group** is finalised before the **ADS OTO** submits the **ADS Visa** application to **DIBP**;
Non-Compliance Penalty – 2 ADS Points
 - d) instruct the **ADS TG** to deliver all products and services listed in the **ADS Itinerary**;
Non-Compliance Penalty – 2 ADS Points
 - e) instruct the **ADS TG** to adhere to the time allocated for each item listed on the **ADS Itinerary**;
Non-Compliance Penalty – 2 ADS Points
 - f) submit the **ADS Itinerary** to ADS.itinerary@austrade.gov.au at least 48 hours before the commencement of the tour in Australia;
Non-Compliance Penalty – 2 ADS Points
 - g) upon request, submit to **Austrade** the name list and **Quotation** for the **ADS Tour Group** at least 48 hours before the commencement of the tour in Australia;
Non-Compliance Penalty – 2 ADS Points
 - h) upon request, submit to **Austrade** a copy of all contracts signed between the **ADS OTO** and the tourist, including the sale price in Renminbi and Appendices 3 and 4 in both English and Chinese;
Non-Compliance Penalty – 2 ADS Points
 - i) ensure the **ADS Itinerary** is provided to **ADS Tourists** before the tour commences;
Non-Compliance Penalty – 2 ADS Points
 - j) provide the **ADS Itinerary** to tour group members if the **ADS TG** or **Tour Leader** reports that the **ADS Tour Group** members have not been provided with a copy of the **ADS Itinerary**.
Non-Compliance Penalty – 2 ADS Points

ADS Itinerary changes and amendments

- 4.10 An **ADS ITO** may only change or amend an **ADS Itinerary** if:
- a) the change or amendment is required as a result of circumstances beyond the control of the **ADS ITO**; and
 - b) the change or amendment is fair and reasonable in the circumstances and provides at least comparable value for money for all **ADS Tour Group** members.
Non-Compliance Penalty – 3 ADS Points
- 4.11 If the change or amendment occurs before the tour commences the **ADS ITO** must advise the **ADS OTO** and provide a copy of the updated **ADS Itinerary** to ADS.itinerary@austrade.gov.au, the **ADS TG** and **ADS Tour Group** members before the tour commences.
Non-Compliance Penalty – 2 ADS Points
- 4.12 The **ADS ITO** must instruct the **ADS TG** to notify it immediately of any changes or amendments that occur during the tour. The **ADS ITO** must then advise **Austrade** of the changes or amendments within 24 hours. The **ADS ITO** should also inform the **ADS OTO** of the change or amendment.
Non-Compliance Penalty – 2 ADS Points

- 4.13 If the change or amendment occurs while the tour is in progress and results in a change or replacement of **Attraction, Activity, Pre-paid Tour Inclusion, Commission Linked Shopping Outlet** or **Competitive Retail Area** the **ADS ITO** must instruct the **ADS TG** to ask the **ADS Tour Group** members to sign the itinerary amendment form at **Attachment E** and provide the signed form to the **ADS ITO**.
Non-Compliance Penalty – 3 ADS Points

Tour inclusions

- 4.14 An **ADS ITO** must ensure that, in accordance with an **ADS Itinerary**, the **ADS Tour Group** is taken to at least one **Pre-paid Tour Inclusion** for every two days in Australia. The total retail value of the **Pre-paid Tour Inclusion** for every two days in Australia must be at least \$50 AUD. For example if the **ADS Tour Group** spends seven days in total in Australia they must be taken to at least three **Pre-paid Tour Inclusions** with a total retail value of at least \$150 AUD.
Non-Compliance Penalty – 2 ADS Points
- 4.15 An **ADS ITO** must not charge for services or entrance to venues which are free or which, if not free, have already been charged for within the all-inclusive package price of the **ADS Tour Package**.
Non-Compliance Penalty – 5 ADS Points

Flexible tour arrangements

- 4.16 An **ADS ITO** may, in accordance with the **ADS Itinerary**, allow an **ADS Tourist** to access alternative tour inclusions (for example, dining at different restaurants, staying at different hotels or attending different **Attractions, Activities** or shopping venues). These arrangements must be conducted in accordance with the following requirements:
- the options must be clearly outlined in the **ADS Itinerary**;
 - all members of the **ADS Tour Group** must be supervised by either the **ADS TG** or **Tour Leader**;
 - members of the same **ADS Tour Group** must travel on the same domestic and international flights and any alternative or optional accommodation must be in the same city; and
 - the **ADS ITO** must instruct the **ADS TG** to provide the **ADS Tourist** with their mobile phone number and be available to contact during the flexible tour arrangements.
Non-Compliance Penalty – 2 ADS Points

Free time tour arrangements

- 4.17 An **ADS ITO** may, in accordance with the **ADS Itinerary**, allow an **ADS Tourist** to access free time during the tour. These arrangements must be conducted in accordance with the following requirements:
- the free time must be clearly indicated in the **ADS Itinerary**;
 - the maximum free time in any **ADS Itinerary** is two blocks of up to 12 hours each;
 - the **ADS ITO** must instruct the **ADS TG** to meet the **ADS Tourists** at the end of the free time period at the place identified in the **ADS Itinerary**;
 - the **ADS ITO** must instruct the **ADS TG** to provide the **ADS Tourist** with their mobile phone number and be available to contact during the free time period; and
 - the **ADS ITO** must instruct the **ADS TG** to inform it immediately if an **ADS Tourist** does not return at the end of the free time period.
Non-Compliance Penalty – 2 ADS Points
- 4.18 If the **ADS Tourist** has not returned at the end of the free time period, the **ADS ITO** must complete and submit an **Abscorder Report** in accordance with clause 4.28.
Non-Compliance Penalty – 3 ADS Points

Mixed ADS tours

- 4.19 An **ADS ITO** may only arrange mixed **ADS** tours where:
- all **ADS** and non-**ADS** group members are travelling under the same **ADS Itinerary**, being handled by the same **ADS ITO** and will not be undertaking business-related activities, work or study as part of the tour; and
 - all aspects of the tour are conducted in accordance with this **Code**.
Non-Compliance Penalty – 3 ADS Points

Shopping

- 4.20 An **ADS ITO** must comply with the following obligations in relation to all shopping activities:
- an **ADS ITO** must not require **ADS Tourists** to shop in retail outlets against their wishes;
Non-Compliance Penalty – 5 ADS Points
 - an **ADS ITO** must not take any steps which impede an **ADS Tourist** from shopping in their choice of shopping outlets;
Non-Compliance Penalty – 5 ADS Points
 - an **ADS ITO** must not arrange for **ADS Tourists** to be taken to shopping outlets which sell goods that are fake or described or labelled with an intent to deceive;
Non-Compliance Penalty – 5 ADS Points
 - an **ADS ITO** must not make disparaging remarks about the quality or availability of a retailer's products or services.
Non-Compliance Penalty – 5 ADS Points
- 4.21 An **ADS ITO** must ensure that, in accordance with an **ADS Itinerary**, the amount of time spent at **Commission Linked Shopping Outlets** is no more than 90 minutes each day.
Non-Compliance Penalty – 3 ADS Points
- 4.22 An **ADS ITO** must ensure that, in accordance with an **ADS Itinerary**, where **Commission Linked Shopping** is to occur **ADS Tourists** must visit a **Competitive Retail Area** at the same destination and for at least the same duration as the **Commission Linked Shopping Outlet**. A list of **Competitive Retail Areas** is at **Attachment F**.
Non-Compliance Penalty – 2 ADS Points

Immigration compliance

- 4.23 An **ADS ITO** must take reasonable steps to ensure that an **ADS Tourist** does not deviate or abscond and is supervised to minimise opportunities for **Deviator** or **Absconder** incidents to occur during the **ADS Itinerary**.
Non-Compliance Penalty – 3 ADS Points
- 4.24 An **ADS ITO** must take reasonable steps to ensure that an **ADS Tourist** complies with the conditions of their **ADS Visa** and follows the **ADS Itinerary**.
Non-Compliance Penalty – 3 ADS Points
- 4.25 An **ADS ITO** must not allow an **ADS Tourist** to work, study or conduct any business activities while in Australia.
Non-Compliance Penalty – 3 ADS Points
- 4.26 An **ADS ITO** must not provide any deliberate assistance to an **ADS Tourist** to abscond or deviate from an **ADS Tour Group**.
Non-Compliance Penalty – 5 ADS Points

- 4.27 An **ADS ITO** must ensure that it and its **Associates** are aware of immigration requirements in relation to **ADS Visas**.
Non-Compliance Penalty – 3 ADS Points
- 4.28 For all **Absconder** incidents, an **ADS ITO** must, within 48 hours:
- submit a fully completed **Absconder Report** by email to **Austrade** and to the **ADS OTO** in the form of **Attachment G**; and
 - after providing the **Absconder Report**, provide any additional information required by **Austrade** or **DIBP**.
Non-Compliance Penalty – 3 ADS Points
- 4.29 An **ADS ITO** must immediately notify **Austrade** by email if it becomes aware of any issue (whether before or after an **ADS Tour Group** has arrived in Australia) which may affect the immigration management and monitoring of an **ADS Tour Group** or an **ADS Tourist**.
Non-Compliance Penalty – 3 ADS Points
- 4.30 If an **ADS Tourist** has been delayed in leaving Australia due to unforeseen circumstances, the responsible **ADS ITO** must contact **Austrade** as soon as possible to notify it of the delay in departure.
Non-Compliance Penalty – 2 ADS Points

Coach and bus transport

- 4.31 An **ADS ITO** must ensure that coaches, buses and other motor vehicles used for **ADS Tour Groups** are:
- roadworthy, registered, insured and safe; and
Non-Compliance Penalty – 5 ADS Points
 - well maintained, clean and tidy.
Non-Compliance Penalty – 3 ADS Points
- 4.32 An **ADS ITO** must ensure that:
- drivers of coaches, buses and other motor vehicles used for **ADS Tour Groups** are licenced to operate the class of vehicle they are driving the **ADS Tour Group** in; and
Non-Compliance Penalty – 5 ADS Points
 - a copy of the driver's licence to operate that class of vehicle is displayed within the vehicle so that it can be seen by passengers.
Non-Compliance Penalty – 1 ADS Point
- 4.33 An **ADS ITO** must ensure that a sign is displayed in a coach, bus or other motor vehicle that is used to transport an **ADS Tour Group**. The sign must be at least A4 in size and be of a font size that will allow for the sign to be read when standing five metres in front of the vehicle. The sign must include the following details:
- the exact words "ADS Tour Group";
 - the name of the **ADS ITO** providing the **ADS Tour Services**;
 - the name of the **ADS OTO** who sold the associated **ADS Tour Package**;
 - the **Post Reference Number** of the **ADS Tour Group**
Non-Compliance Penalty – 1 ADS Point

Change in company structure

4.34 An **ADS ITO** must notify **Austrade** in writing within five **Business Days** of any change in the ownership or effective control of its business or any aspect of its business relevant to the **ADS Scheme**. A change in effective control may arise in a number of ways, including:

- a) a change in shareholding;
- b) the appointment of an administrator, receiver or liquidator; and
- c) a change in the identity of any person in accordance with whose wishes the entity is accustomed to act.

Non-Compliance Penalty – 5 ADS Points

4.35 If there is a change in the ownership or effective control of an **ADS ITO** and the **ADS ITO** wishes to continue conducting **ADS Tour Services**, it must apply to the **ADSEO** as provided for in clause 3.7 within 30 **Business Days**.

Non-Compliance Penalty – 2 ADS Points

Complaints

4.36 An **ADS ITO** must:

- a) use its best endeavours to address and resolve all reasonable customer complaints and queries within 10 **Business Days**;

Non-Compliance Penalty – 3 ADS Points

- b) maintain a complaints register that includes at least the following information:
 - i) name of complainant and the tour's **Post Reference Number**;
 - ii) a description of the complaint;
 - iii) the date of the complaint;
 - iv) a description of the action taken by the **ADS ITO** to resolve the complaint; and
 - v) if applicable, the date the **ADS ITO** was notified of the complaint.

Non-compliance penalty – 2 ADS Points

SECTION 5: OBLIGATIONS OF ADS TGS

Overview

- 5.1 **ADS TGs** must comply with the obligations outlined in this Section 5 to ensure that **ADS Tourists** receive a quality tourism experience.
- 5.2 Where an **ADS TG** is found to have not complied with their obligations under this **Code**, the sanction structure outlined in Section 6 will be applied to the **ADS TG**.

General obligations

- 5.3 An **ADS TG** must:
- a) comply with all relevant laws and regulations of Australian jurisdictions within which he/she operates;
Non-Compliance Penalty – refer to clause 6.14
 - b) maintain full and accurate records of the services he/she provides in relation to **ADS Tour Services**, including, but not limited to, records of all **Commissions** and other benefits received in respect of these services from whatever source;
Non-Compliance Penalty – 2 ADS Points
 - c) continue to meet the requirements for approved **ADS TGs** at **Attachment B** and report any matters that may affect their meeting the requirements to **Austrade**;
Non-Compliance Penalty – refer to clause 6.14
 - d) from 1 July 2016 meet the requirements for approved **ADS TGs** at **Attachment C** and report any matters that may affect their meeting the requirements to **Austrade**;
Non-Compliance Penalty – refer to clause 6.14
 - e) participate in any **ADS TG** training or workshops as directed by **Austrade**.
Non-Compliance Penalty – 2 ADS Points

ADS Tour Services

- 5.4 An **ADS TG** must, at all times, conduct and administer services to an **ADS Tour Group** to a high professional standard.
Non-Compliance Penalty – 3 ADS Points
- 5.5 An **ADS TG** must take reasonable steps to ensure that:
- a) **ADS Tourists** are kept safe and secure while in Australia;
Non-Compliance Penalty – 5 ADS Points
 - b) **ADS Tourists** are not subjected to any physical or psychological threats or abuse.
Non-Compliance Penalty – 5 ADS Points
- 5.6 An **ADS TG** must only sell or promote products and services on their merits, including value for money.
Non-Compliance Penalty – 3 ADS Points
- 5.7 An **ADS TG** must not provide misleading information to **ADS Tourists** including in respect of any fees or charges imposed on an **ADS Tourist** for optional services or products that he or she recommends.
Non-Compliance Penalty – 3 ADS Points

ADS Itineraries

- 5.8 An **ADS TG** must for each **ADS Tour Group**:
- follow the **ADS Itinerary** for the group and not change, amend or deviate from the **ADS Itinerary** except in accordance with clauses 5.9, 5.10 and 5.11;
Non-Compliance Penalty – 3 ADS Points
 - facilitate the delivery of all items listed in the relevant **ADS Itinerary** and take all reasonable steps to ensure that the time allocated for each item on the **ADS Itinerary** is delivered;
Non-Compliance Penalty – 2 ADS Points
 - report to the relevant **ADS ITO** if they discover the **ADS Tourists** have not been provided with a copy of the **ADS Itinerary**.
Non-Compliance Penalty – 2 ADS Points
- 5.9 An **ADS TG** may only change or amend an **ADS Itinerary** if:
- the change or amendment is required as a result of circumstances beyond the control of the **ADS TG**; and
 - the change or amendment is fair and reasonable in the circumstances and provides at least comparable value for money for all **ADS Tour Group** members.
Non-Compliance Penalty – 3 ADS Points
- 5.10 The **ADS TG** must inform the **ADS ITO** immediately of any changes or amendments to the **ADS Itinerary**.
Non-Compliance Penalty – 2 ADS Points
- 5.11 If the change or amendment results in a change or replacement of an **Attraction, Activity, Pre-paid Tour Inclusion, Commission Linked Shopping Outlet** or **Competitive Retail Area** the **ADS TG** must ask the **ADS Tour Group** members to sign the itinerary amendment form at **Attachment E** and provide a copy of the form to the relevant **ADS ITO**.
Non-Compliance Penalty – 3 ADS Points
- 5.12 Where an **ADS ITO** has made arrangements with an **ADS Tourist** to access flexible tour arrangements as set out in clause 4.16 an **ADS TG** must:
- ensure all members of the **ADS Tour Group** are supervised by either the **ADS TG** or **Tour Leader**;
Non-Compliance Penalty – 2 ADS Points
 - provide **ADS Tourists** with their mobile phone number and be contactable during the flexible tour arrangements.
Non-Compliance Penalty – 2 ADS Points
- 5.13 Where an **ADS ITO** has made arrangements with an **ADS Tourist** to access free time tour arrangements as set out in clause 4.17 an **ADS TG** must:
- meet the **ADS Tourists** at the end of the free time period at the place identified in the **ADS Itinerary**;
Non-Compliance Penalty – 2 ADS Points
 - provide **ADS Tourists** with their mobile phone number and be contactable during the free time tour arrangements;
Non-Compliance Penalty – 2 ADS Points
 - inform the **ADS ITO** immediately if any **ADS Tourists** do not return at the end of the free time period.
Non-Compliance Penalty – 2 ADS Points

Tour inclusions

- 5.14 An **ADS TG** must not charge for services or entrance to venues which are free or which, if not free, have already been charged for within the all-inclusive package price of the **ADS Tour Package**.
Non-Compliance Penalty – 5 ADS Points

Shopping

- 5.15 An **ADS TG** must comply with the following obligations in relation to all shopping activities:
- a) an **ADS TG** must not require **ADS Tourists** to shop in retail outlets against their wishes;
Non-Compliance Penalty – 5 ADS Points
 - b) an **ADS TG** must not take any steps which impede **ADS Tourists** from shopping in their choice of shopping outlets;
Non-Compliance Penalty – 5 ADS Points
 - c) an **ADS TG** must not arrange for **ADS Tourists** to be taken to shopping outlets which sell goods that are fake or described or labelled with an intent to deceive;
Non-Compliance Penalty – 5 ADS Points
 - d) an **ADS TG** must not make disparaging remarks about the quality or availability of a retailer's products or services.
Non-Compliance Penalty – 5 ADS Points

Immigration compliance

- 5.16 An **ADS TG** must take all reasonable steps to ensure that an **ADS Tourist** does not deviate or abscond and is supervised to minimise opportunities for **Deviator** or **Absconder** incidents to occur during the **ADS Itinerary**. Any such incidents must be immediately reported to the relevant **ADS ITO**.
Non-Compliance Penalty – 3 ADS Points
- 5.17 An **ADS TG** must report to the relevant **ADS ITO** if it suspects that any **ADS Tourist** is undertaking work, study or business activities.
Non-Compliance Penalty – 3 ADS Points
- 5.18 An **ADS TG** must not provide any deliberate assistance to an **ADS Tourist** to abscond from an **ADS Tour Group**.
Non-Compliance Penalty – 5 ADS Points
- 5.19 An **ADS TG** must immediately notify the relevant **ADS ITO** if it becomes aware of any issue which may affect the immigration management and monitoring of an **ADS Tour Group** or an **ADS Tourist**.
Non-Compliance Penalty – 3 ADS Points
- 5.20 If an **ADS Tourist** has been delayed in leaving Australia due to unforeseen circumstances, the **ADS TG** must immediately notify the relevant **ADS ITO**.
Non-Compliance Penalty – 2 ADS Points

Coach and bus transport

- 5.21 An **ADS TG** must check that a sign is displayed in any coach, bus or other motor vehicle that is used to transport an **ADS Tour Group** as required by clause 4.33. If the sign is not present at any time during the **ADS tour**, the **ADS TG** must report this to the **ADS ITO**.
Non-Compliance Penalty – 1 ADS Point

SECTION 6: CODE MONITORING AND MANAGING NON-COMPLIANCE

Monitoring

- 6.1 Compliance with the **Code** is monitored to ensure the integrity of the **ADS Scheme**.
- 6.2 Compliance with the **Code** is managed by **Austrade**. Ongoing compliance with the **Code** is assessed by **Austrade**, the **CMA** and **DIBP**.
- 6.3 **ADS Entities** will be monitored for ongoing compliance with the **Code**. Examples of checks that may be conducted include, but are not limited to, mystery shopper checks, random checks and financial checks. Monitoring activities conducted by the **CMA** may or may not be pre-advised to **ADS Entities**.
- 6.4 **ADS Entities** must cooperate fully with all compliance monitoring activities of **Austrade**, **DIBP** and the **CMA**.

Non-Compliance Penalty – 3 ADS Points

Breach and sanction determination process

- 6.5 An alleged breach of the **Code** reported to **Austrade** will be dealt with according to the following process:
- a) the **ADSEO** will determine if the matter is to be investigated, or if no further action will be taken;
 - b) if the **ADSEO** determines that the alleged breach will be investigated, the **ADSEO** will issue a letter to the relevant **ADS Entity** inviting it to respond in writing to the alleged breach, including any explanation that the alleged breach has not occurred (*the show cause letter*);
 - c) the **ADS Entity** will be given 10 **Business Days** to respond in writing to the show cause letter. The **ADS Entity's** response to the **ADSEO** is referred to as the 'show cause response';
 - d) the **ADSEO** will consider the report of the alleged breach, the show cause response (if any) and will then decide whether a breach of the **Code** has occurred;
 - e) if the **ADSEO** decides that a breach of the **Code** has not occurred, the **ADSEO** will notify the **ADS Entity** in writing of the decision and inform it that no further action will be taken;
 - f) if the **ADSEO** decides that a breach of the **Code** has occurred, the **ADSEO** will notify the **ADS Entity** in writing of the decision and the sanction to be imposed, and will record the breach on the **ADS Entity's** file;
 - g) in making his/her decision on whether or not to record a breach, the **ADSEO** will consider:
 - i) if the breach was due to exceptional circumstances or circumstances outside of the **ADS Entity's** control;
 - ii) if the breach was unintentional or an inadvertent mistake or error; and
 - iii) any corrective action the **ADS Entity** has taken to avoid the breach occurring in the future.
- 6.6 If the **ADSEO** decides to record a breach against an **ADS Entity**, one of the following sanctions may be imposed:
- a) the loss of **ADS Points**;
 - b) suspension of approval to operate as an **ADS Entity**; or
 - c) revocation of approval to operate as an **ADS Entity**.

ADS Points system

- 6.7 All **ADS Entities** will be allocated 10 **ADS Points** upon becoming approved to operate under the **ADS Scheme**.
- 6.8 If a decision is taken under clause 6.6(a) to deduct **ADS Points**, the relevant number of **ADS Points** specified for the breach in the **Code** will be removed from the **ADS Entity**.
- 6.9 If the **ADS Entity** commits further breaches of the **Code** that result in the **ADS Entity's ADS Points** being reduced to zero, the **ADS Entity** will have its approval to operate under the **ADS Scheme** suspended for a period of three months.
- 6.10 After the three month suspension period, the entity will be reinstated as an **ADS Entity** and will be permitted to recommence operating under the **ADS Scheme** for a 12 month probationary period with five **ADS Points**.
- 6.11 If the **ADS Entity** commits further breaches of the **Code** that result in the **ADS Entity's ADS Points** being reduced to zero during the probationary period, the **ADS Entity's** approval to operate under the **ADS Scheme** will be revoked.
- 6.12 An **ADS Entity** that has had its approval to operate under the **ADS Scheme** revoked may re-apply to join the **ADS Scheme** after the expiration of 12 months from the date its approval was revoked.
- 6.13 On 1 January every year **ADS Entities** who are not operating under a 12 month probationary period will have their 10 **ADS Points** reinstated.

Sanctions for serious breaches of the Code

- 6.14 Sanctions for breaches of clauses 4.3(a), 4.3(b), 4.3(c), 4.3(d), 5.3(a), 5.3(c) and 5.3(d) of this **Code** will be determined on a case by case basis by the **ADSEO**. The sanctions which may be imposed include loss of **ADS Points**, suspension of approval to operate as an **ADS Entity** and revocation of approval to operate as an **ADS Entity**.

Implications of suspension or revocation of approval

- 6.15 If an **ADS Entity** has had its approval to operate under the **ADS Scheme** suspended or revoked, the entity must continue to act in accordance with the **Code** until otherwise advised by **ADSEO**, but it may not:
- a) subject to clause 6.16 and the terms of any suspension, conduct any **ADS** related activities;
 - b) represent itself as an **ADS Entity**; and
 - c) where visa applications for an **ADS Tour Group** have been lodged with, but not yet approved by **DIBP**, the entity must not make arrangements for the conduct of the tour unless the entity has first obtained the approval of **Austrade**.
- 6.16 If an **ADS Entity** has had its approval to operate under the **ADS Scheme** suspended or revoked, the entity may:
- a) complete any **ADS** tours that have already commenced in Australia which are under the management of that entity at the time of the decision to suspend or revoke the entity's approval; and
 - b) commence and conduct **ADS** tours through to finality where **ADS Tour Groups** have been granted visas by **DIBP** but have not yet arrived in Australia at the time of the decision to suspend or revoke the entity's approval.

SECTION 7: ADMINISTRATION

Amendments to the Code

- 7.1 The **Code** may be amended by **Austrade** at any time to ensure that the **ADS Scheme** responds to changes in the operating environment and continues to deliver high quality tourism experiences for **ADS Tourists. ADS Entities** regulated by the **Code** will be provided with a minimum of 28 days notice in writing prior to an amendment of the **Code** coming into effect. **Austrade** may also at any time revoke this **Code**.

Reviewable Decisions

- 7.2 The following decisions by the **ADSEO** are **Reviewable Decisions**:
- a) a decision to not approve an application to become an **ADS Entity**; and
 - b) a revocation of approval to operate as an **ADS Entity** imposed by the **ADSEO** under clause 6.11 of this **Code**.
- 7.3 An **ADS Entity** will have 10 **Business Days** from the receipt of advice in writing from the **ADSEO** of a **Reviewable Decision** to lodge an application for merits review of the decision with **Austrade**.
- 7.4 If an applicant requests a merits review of a decision by the **ADSEO** to not approve an application to become an **ADS Entity**, the applicant may provide reasons as to why the decision should be reviewed.
- 7.5 If an applicant requests a merits review of a decision by the **ADSEO** to revoke approval, the applicant may provide new information and documentation that was not originally supplied in the show cause response.
- 7.6 **Austrade** will arrange for a senior officer in **Austrade** (of at least equal rank to the **ADSEO**), who had no involvement in making the original decision, to conduct the merits review.
- 7.7 The reviewer will consider all relevant information regarding the decision, including the original information provided to the **ADSEO**, the **ADSEO's** reasons for making the decision, the **ADS Entity's** request for internal review and such other information as the person considers necessary.
- 7.8 Upon completion of the review, the reviewer will decide whether the original decision of the **ADSEO** should:
- a) stand; or
 - b) be set aside and a new decision made.
- 7.9 The reviewer must advise the **ADS Entity**, in writing, of his/her decision as soon as practicable after the decision is made.

Register of approved ADS Entities

- 7.10 **Austrade** will maintain a register of all approved **ADS Entities** categorised into **ADS ITOs** and **ADS TGs**.
- 7.11 **Austrade** will publish the list of approved **ADS Entities** on its website.

Jurisdiction

This **Code** is governed by the law of the Australian Capital Territory and the **ADS Entities** irrevocably submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

ATTACHMENT A:

FIT AND PROPER PERSON REQUIREMENTS

The **ADSEO** will refer to the following requirements and factors in determining if an entity is a **Fit and Proper Person** for the purposes of this **Code**.

General requirements

- 1.1 The entity must hold an Australian Business Number (ABN) granted under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 1.2 The **ADSEO** will consider any past history of the entity, or any **Associate** of the entity in participating in the **ADS Scheme**, including any non-compliance with the **Code**.

Good standing requirements

- 1.3 The **ADSEO** will consider whether:
 - a) the entity, or any **Associate** of the entity, has had a criminal conviction recorded in Australia or elsewhere;
 - b) the entity, or any **Associate** of the entity, has had a breach of any immigration requirement in Australia or elsewhere or been involved in any immigration fraud;
 - c) the entity, or any **Associate** of the entity, has had any civil or administrative sanction against it in Australia or elsewhere;
 - d) the entity, or any **Associate** of the entity, has had any critical comment made against it by any court, tribunal or professional body; and
 - e) the entity, or any **Associate** of the entity, has been bankrupt or insolvent.
- 1.4 The **ADSEO** will consider any matter which he/she believes is relevant to the personal, commercial, financial or professional status or reputation of the entity or an **Associate** of the entity.
- 1.5 The **ADSEO** will consider any professional association the entity, or any **Associate** of the entity, has with persons identified by **DIBP** as persons of concern due to their immigration related activities.

Industry fitness requirements

- 1.6 The entity must be a financial member of a national tourism **Industry Association** or State/Territory tourism industry council. A list of possible associations will be provided on the **Austrade** website and applicants can contact **Austrade** if they would like to nominate a different association.
- 1.7 The entity must demonstrate it is committed to servicing the China inbound tourism market through such things as:
 - a) having contacts with approved **ADS OTOs**, including whether they have conducted sales visits to those approved **ADS OTOs**;
 - b) understanding of the Chinese consumer including their expectations and habits regarding travel, shopping, sightseeing and dining; and
 - c) having a plan for conducting **ADS** tours within the next 12 months.
- 1.8 The entity must demonstrate it is committed to working in the Australian inbound tourism market through such things as:
 - a) attending workshops, familiarisation tours or seminars in the last 12 months;
 - b) having relationships with relevant suppliers (e.g. accommodation, attractions, transport providers);
 - c) having relationships with reputable tour guides who can service **ADS Tour Groups**; and
 - d) having relationships with a range of retailers.

- 1.9 The entity must be committed to providing quality tourism products and services which could be evidenced through such things as industry awards, membership of a relevant quality accreditation scheme and customer reviews or feedback.
- 1.10 The entity must be committed to good business practices which could be evidenced through such things as:
- a) adequate staffing and staff skill levels;
 - b) relationships with agents and **Associates**; and
 - c) having quality business systems such as procedure manuals and complaints handling procedures.
- 1.11 The entity must have at least one director and one operational staff member who has the English language capability to communicate effectively with **Austrade** and the **CMA** and has passed, or is capable of passing, an English language test if directed by **Austrade**.

Financial viability and insurance requirements

- 1.12 The entity must demonstrate financial viability. Financial viability can be demonstrated through any of the following:
- a) membership of an association or accreditation scheme that has as one of its requirements an annual certification of its member's financial viability and/or solvency;
 - b) provision of an independently prepared audited financial report for the last financial year prepared by either:
 - i) a registered company auditor under the *Corporations Act 2001* (Cth);
 - ii) a certified practising accountant;
 - iii) a member of the National Institute of Accountants; or
 - iv) a member of the Institute of Chartered Accountants in Australia;and who is not a principal, member, shareholder, officer or employee of the entity or a related body corporate; or
 - c) a report from a financial examiner appointed by **Austrade** to investigate the financial viability of the entity (preparation of the report will be at the applicant's expense).
- 1.13 The entity must demonstrate it has an appropriate level of public liability and professional indemnity insurance and provide its current certificates of insurance to **Austrade**.

ATTACHMENT B: ADS TGS APPROVAL REQUIREMENTS

From the **Effective Date** of this **Code** until 30 June 2016, the **ADSEO** may approve a person to be an **ADS TG** if the person meets the requirements listed in this Attachment.

General requirements

- 1.1 The person must:
 - a) have signed a deed to comply with this **Code**;
 - b) be of good standing. The **ADSEO**, in determining whether this requirement has been satisfied, may consider any matter he/she believes is relevant to the personal, commercial, financial or professional status or reputation of the applicant; and
 - c) have completed a written declaration confirming that he/she:
 - i) is eligible to work in Australia;
 - ii) is fluent in Chinese and has a modest level of English (as defined by the International English Language Testing System) and be able to communicate effectively with **Austrade** and the **CMA**;
 - iii) has not had a history of non-compliance with this **Code**;
 - iv) has not had a criminal conviction recorded in Australia or elsewhere;
 - v) has not breached any immigration requirement in Australia or elsewhere or been involved in any immigration fraud; and
 - vi) has not had any civil or administrative sanction against them in Australia or elsewhere.

ATTACHMENT C: ADS TGS APPROVAL REQUIREMENTS FROM 1 JULY 2016

The **ADSEO** will refer to the following requirements and factors in determining if a person should be approved as an **ADS TG** for the purposes of this **Code**.

General requirements

- 1.1 The person must be eligible to work in Australia.
- 1.2 The person must be fluent in Chinese and have a modest level of English (as defined by the International English Language Testing System) and be able to communicate effectively with **Austrade** and the **CMA**.
- 1.3 The **ADSEO** will consider any past history of the person in participating in the **ADS Scheme**, including any non-compliance with the **Code**.
- 1.4 The person must have signed a deed to comply with this **Code**.

Good standing requirements

- 1.5 The **ADSEO** will consider:
 - a) whether the person has had a criminal conviction recorded in Australia or elsewhere;
 - b) whether the person has breached any immigration requirement in Australia or elsewhere or been involved in any immigration fraud;
 - c) any matter which he/she believes is relevant to the personal, commercial, financial or professional status or reputation of the person; and
 - d) any professional association the person has with other persons identified by **DIBP** as persons of concern due to their immigration related activities.

Skills

- 1.6 The person must:
 - a) be a member of an **Australian Professional Tour Guiding Organisation**; or
 - b) have either:
 - i) a Certificate II or higher qualification received from an Australian registered training organisation in tourism or a related discipline;
 - ii) evidence to the satisfaction of the **ADSEO** that he or she has experience of 1 year or more of guiding inbound tours in Australia, including references from at least two tourism businesses confirming that the person has experience in guiding inbound tours in Australia.

ATTACHMENT D: ADS ITINERARY REQUIREMENTS

Important:

- All items must be written concurrently in both English and Chinese.

The first page of the ADS Itinerary must contain:

- The following visa conditions disclaimer:

This itinerary relates to an ADS tour organised by an approved ADS Chinese agent (OTO) and an approved ADS Australian agent (ITO). As an ADS visa holder, this visa allows you to enter and remain in Australia while you are part of your tour group. There are number of conditions on your visa which you must abide by:

- You must enter and depart Australia with your tour group;*
- You must not deviate or depart from the approved tour arrangements;*
- You are not permitted to undertake any study or training;*
- You are not permitted to undertake work in Australia. This means you must not undertake paid or unpaid employment or any business activities; and*
- You are not permitted to apply for another visa while you are in Australia.*

- The following statements:

*Information on consumer rights in Australia www.accc.gov.au
Information on travelling in Australia www.australia.cn
Information on travelling under the ADS Scheme www.austrade.gov.au/ads
In case of an emergency call 000
Poisons information 13 11 26
Interpreter service 13 14 50*

- The **Post Reference Number**
- The total number of tourists in the **ADS Tour Group**
- The **ADS ITO's** details including: trading name, office address, office phone number, email and name and phone number of 24 hour contact person
- The **ADS OTO's** details including: trading name, office address, office phone number, email and name and phone number of 24 hour contact person

The itinerary must contain the following general information:

- In tour costs (e.g. accommodation upgrades, meal upgrades, optional activities)
- Start and finish of tour dates.
- Points and times of departure and arrival and flight numbers.
- The details and time allocated to all activities, attractions, paid tour inclusions and shopping.
- Travel times between destinations, activities and attractions.
- The name and address of all accommodation.
- The names and mobile phone numbers of all **ADS TGs** contracted or employed for the tour.

Pre-paid Tour Inclusions:

- In accordance with clause 4.14 the itinerary must list at least one **Pre-paid Tour Inclusion** for every two days in Australia. The total retail value of the **Pre-paid Tour Inclusion** for every two days in Australia must be at least \$50 AUD. (e.g. If the **ADS Tour Group** spends seven days in total in Australia they must be taken to at least three **Pre-paid Tour Inclusions** with a total retail value of at least \$150 AUD).

Where parts or all of the tour services have been delegated to another ADS ITO:

- The parts of the tour service that have been delegated must be clearly indicated.
- The details of the **ADS ITO** handling the delegated tour services must be included.

Where a visit to a Commission Linked Shopping Outlet is included:

- The itinerary must state:

Purchases made may result in a commission or other benefit being paid to or received by your ADS inbound tour operator, tour guide, tour leader or Chinese travel agent.

- In accordance with clause 4.22 where **Commission Linked Shopping** is to occur the **ADS Tourists** must visit a **Competitive Retail Area** at the same destination and for at least the same duration as the **Commission Linked Shopping Outlet**. (e.g. If the itinerary lists a visit to two **Commission Linked Shopping Outlets** in Sydney for one hour each, it must also list a visit to a **Competitive Retail Area** in Sydney for two hours or two **Competitive Retail Areas** for one hour each.)
- In accordance with clause 4.21 the total amount of time spent at **Commission Linked Shopping Outlets** cannot be more than 90 minutes each day.

Where the ADS ITO has arranged for any flexible tour arrangements:

- In accordance with clause 4.16 any flexible tour arrangements must be clearly identified (e.g. Group A: Visit Sydney Aquarium and Group B: Sydney Opera House tour).

Where the ADS ITO has arranged for any free time tour arrangements:

- In accordance with clause 4.17 any free time arrangements must be clearly identified including the amount of free time and the place where the tourists will meet the **ADS TG** at the end of the free time period.

ATTACHMENT E: ITINERARY AMENDMENT FORM

An **ADS TG** must follow the **ADS Itinerary** for the group and not change, amend or deviate from the **ADS Itinerary** except where the change or amendment is required as a result of circumstances beyond the control of the **ADS TG**. If a change or amendment is necessary, it must be fair and reasonable in the circumstances and provide at least comparable value for money for all **ADS Tour Group** members.

If the change or amendment results in a change or replacement of **Attraction, Activity, Pre paid Tour Inclusion, Commission Linked Shopping Outlet** or **Competitive Retail Area** the **ADS TG** must ask the **ADS Tour Group** members to sign this itinerary amendment form.

Please complete this form and ensure all the **ADS Tour Group** members sign and then send it to your **ADS ITO**.

General information

ADS TG name:

ADS tour guide phone number:

ADS ITO name:

Date and time:

Post reference number:

Total number of tour group members:

Reason/s for the change or amendment to the itinerary.

What is the replacement? If there has been no replacement offered, please explain the reason/s why.

ADS Tourists Declaration

I agree with the change or amendment to the itinerary. I understand that the change or amendment is required due to circumstances beyond the control of the tour guide. I am satisfied that the amendment is comparable value for money.

Name of ADS Tourist (Print)	Signature	Comments
------------------------------------	------------------	-----------------

ATTACHMENT F: LIST OF COMPETITIVE RETAIL AREAS

Adelaide

- Chinatown, Moonta Street, Grote Street, Gouger Street
- Harbour Town Shopping Centre
- Jetty Road, Glenelg
- Marion Shopping Centre
- Rundle Mall
- Rundle Street
- Adelaide Central Market

Alice Springs

- Alice Springs Mall

Brisbane

- Skygate DFO, off Airport Drive
- Brisbane Central Business District including the Queen Street Mall bounded by George Street, Edward Street, Elizabeth Street and Adelaide Street (including Broadway on the Mall, Macarthur Central, the Myer Centre, Wintergarden, Queens Plaza, Brisbane Arcade, Tattersall's Arcade, Queen Adelaide Building, and Riverside Markets)
- Carindale Shopping Centre
- Chermside Shopping Centre
- Fortitude Valley and Chinatown (including Ann Street, Emporium, Brunswick & Wickham Streets, James Street, James Street Markets, Jan Power's Farmer's Markets at Brisbane Powerhouse and Chinatown)
- Indooroopilly Shopping Centre
- Logan Hyperdome
- Southbank
- Toombal Shopping Centre
- Toowong Village Shopping Centre
- Westfield Garden City
- Westcourt DFO

Cairns

- Central Shopping Centre, Grafton Street
- City Mall Precinct, Lake Street
- Kuranda Village and Heritage Markets, Kuranda
- Macrossan Street, Port Douglas
- Night Markets, the Esplanade
- Orchid Plaza, Abbott Street
- Pier Shopping Centre, the Esplanade
- Raintrees Shopping Centre, Manunda
- Smithfield Shopping Centre, Smithfield
- Stockland Shopping Centre, Mulgrave Street
- Westcourt DFO, Mulgrave Road, Westcourt
- Clifton Beach Shopping Centre, Clifton Beach
- Mt Sheridan Shopping Centre, Mt Sheridan – Sth Cairns

Canberra

- Majura Park
- Canberra Central Business District bounded by Parkes Way, Coranderrk Street, Ballumbir Street, Cooyong Street, Barry Drive and Marcus Clarke Street
- Canberra Centre
- Canberra Outlet Centre
- Braddon/ Lonsdale street precincts
- Gold creek Village
- Old Bus Depot Markets Kingston
- Handmade markets, Civic
- The marketplace and Gungahlin Village, Gungahlin
- Tuggeranong Hyperdome
- Westfield Belconnen
- Westfield Woden

Darwin

- Casuarina Shopping Square
- Mindil Beach Markets
- Nightcliff Markets
- Palmerston Shopping Centre
- Parap Markets
- Smith Street Mall
- Tourist precinct of Mitchell Street

Gold Coast

- Australia Fair, Southport
- Ferry Road Markets, Southport
- Harbour Town Shopping outlet
- Marina Mirage
- Oasis Shopping Centre / Broadbeach Mall, Broadbeach
- Pacific Fair
- Robina Town Centre
- Runaway Bay Shopping Village
- Sanctuary Cove Marine Village
- Tourist precinct of Surfers Paradise bounded by Gold Coast Highway, Staghorn Avenue, the Esplanade and Clifford Street
- Westfield Helensvale
- The Pines Shopping Centre
- Showcase On The Beach & Griffith St – Coolangatta
- Capri on Via Roma
- Burleigh Shops Precinct – James St
- Tweed City Shopping Centre

Hobart

- Salamanca Place bounded by Davey Street, Castray Esplanade, Morrison Street and Murray Street
- Elizabeth Street Mall
- Cat & Fiddle Arcade
- Centrepont Hobart

Melbourne

- Block Arcade, 280-286 Collins St, Melbourne
- Bourke Street Mall, Bourke St, between Swanston & Elizabeth St, Melbourne
- Bridge Road & Swan St, Richmond
- Brunswick Street, Fitzroy
- Chadstone Shopping Centre
- Chapel Street, South Yarra
- Collins Street, top end of Collins St, Melbourne
- DFO Southwharf
- Flinders Lane, Melbourne
- GPO, Corner Elizabeth Street & Bourke Street Mall
- Harbour Town, Docklands
- Melbourne Central Business District bounded by Flinders Street, Queen Street, Spring Street, Latrobe Street
- Queen Victoria Markets
- Royal Arcade, 355 Bourke St, Melbourne
- Smith Street, Collingwood
- Southbank
- St Kilda Esplanade Markets
- Toorak Road, Toorak.
- The Emporium, CBD – Lonsdale Street
- Westfield Chadstone
- South Melbourne Market
- North Melbourne Market
- Prahran Shopping Precinct
- Westfield Doncaster

Victoria

- Geelong (Westfield Geelong, Market Square)
- Ballarat (Central Square, Bridge Mall)
- Bendigo (Bendigo Marketplace)
- Great Ocean Road – Lorne (Mountjoy Parade)
- Phillip Island – Marine Parade, San Remo

Perth

- Beaufort Street, Mount Lawley
- Belmont Forum Shopping Centre
- Carousel Shopping Centre
- Centro Galleria, Morley
- Claremont Quarter and Bayview tce, Claremont
- Fremantle Shopping Area
- Garden City Shopping Centre
- Harbourn Shopping Centre
- Hillarys Boat harbour
- Karrinyup Shopping Centre
- King Street, CBD
- Kingsway City Shopping Centre
- London Court
- One40William
- Oxford Street Leederville
- Perth Central Business District bounded by Hay Street, Murray Street, Barrack Street and William Street
- Raine Square
- Subiaco, Rokeby Road and Hay Street up to Townshend Road
- Watertown Brand Outlet Centre
- Wesley Quarter
- Westfield Carousel or Whitfords City

Sydney

- Birkenhead Point Shopping Centre
- Bondi Junction Shopping Centre
- Chatswood Chase
- Chatswood Westfield
- Chinatown (Dixon Street)
- Darling harbour
- Double Bay shopping precinct
- Homebush Bay DFO
- Manly shopping precinct
- Macquarie Shopping Centre
- Mosman shopping precinct (Military Road from Spofforth Street to Raglan Street)
- Newtown shopping precinct (King Street from Missenden road to Lord Street)

- Oxford Street bounded by Liverpool Street (City) and Queen Street (Woollahra) including Paddington Markets
- Paddy's Market, Market City near Chinatown
- Parramatta Shopping Centre
- Rhodes Shopping Centre
- Sydney Central Business District including the Queen Victoria Building and bounded by Hunter Street, Elizabeth Street, Kent Street and Liverpool Street
- The Rocks area
- Warringah Mall, Brookvale
- Westfield Burwood
- Alexandria (factory outlets)
- Broadway Shopping Centre
- Westfield Eastgardens
- Westfield Liverpool
- Balmain / Rozelle village shopping
- Surry Hills precinct shopping
- Farmers Markets/ Local council markets eg. Kirribilli, Balmain, Roselle

NSW

- Crown Street Mall, Wollongong
- Katoomba Shopping Centre
- Leura Village
- Westfield Tuggerah
- Westfield Kotara

Uluru/Ayers Rock

- Town Centre shops

ATTACHMENT G: ADS ABSCONDER REPORT

ADS ABSCONDER REPORT

DIBP office use only **A#:**

This report must be e-mailed to ads@austrade.gov.au within 48 hours of an Absconder incident.

Your details

Family name: Given name:

Organisation:

Position:

Phone: E-mail:

Group details

Post reference number: CO#

Australian agent (ITO): PRC agent (OTO):

Australian tour guide: Contact phone number:

PRC tour leader: Date of birth: / /

Absconder details

A#

Family name:

Given name:

Date of birth: / /

Gender: Male Female

Passport No:

A#

Family name:

Given name:

Date of birth: / /

Gender: Male Female

Passport No:

A#

Family name:

Given name:

Date of birth: / /

Gender: Male Female

Passport No:

A#

Family name:

Given name:

Date of birth: / /

Gender: Male Female

Passport No:

Incident details

Date Last Seen: / / Time person last seen: AM PM
 City Last Seen: Brisbane Canberra Melbourne Sydney
 Other: Place person last seen:
 Absconder holds passport?: Yes No Absconder had luggage? Yes No

Description of incident

Please ensure a detailed response is provided to each question

1. Describe how the Absconder/s left the tour group

2. What were the tour leader and tour guide doing at the time?

3. Were they travelling with anyone? If yes, who were they travelling with?

4. Did they show any signs that they intended to abscond? Please provide details.

5. Do they have relatives/friends/business ties in Australia? If yes, please provide details if possible.

Additional comments:

DIBP OFFICE USE ONLY

CID: a) b) c) d)
 Visa expiry date: MAL updated: ADS database updated:
 DIBP comments:

austrade.gov.au