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Aviation Consumer Protections – subordinate legislation (including the Aviation Consumer Protections Charter)

OFFICIAL

# Aviation Consumer Protections (Subordinate Legislation)

Submission to the Department of Infrastructure,  
Transport, Regional Development, Communications  
and the Arts, Australian Government

**24 October 2025**



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## Who we are

The **Australian Lawyers Alliance (ALA)** is a national association of lawyers, academics and other professionals dedicated to protecting and promoting access to justice and equality before the law for all individuals.

Our members and staff advocate for reforms to legislation, regulations and statutory schemes to achieve fair outcomes for those who have been injured, abused or discriminated against, as well as for those seeking to appeal administrative decisions.

The ALA is represented in every state and territory in Australia. We estimate that our 1,500 members represent up to 200,000 people each year across Australia.

Our head office is located on the land of the Gadigal people of the Eora Nation. As a national organisation, the ALA acknowledges the Traditional Owners and Custodians of the lands on which our members and staff work as the First Peoples of this country.

More information about the ALA is available on our website.<sup>1</sup>

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<sup>1</sup> [www.lawyersalliance.com.au](http://www.lawyersalliance.com.au).

## Introduction

1. The Australian Lawyers Alliance (ALA) welcomes the opportunity to have input to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts ('Department') consultation on the proposed Aviation Consumer Protections Subordinate Legislation ('Subordinate Legislation') including a new Aviation Consumer Protections Charter (The 'Charter').
2. The ALA makes this submission further to our submission regarding Aviation Consumer Protections (Primary Legislation) ('Primary Legislation Submission') dated 3 October 2025 and will refer to our Primary Legislation Submission in this submission.
3. The ALA's submission responds to the Subordinate Legislation consultation questions.

### **QUESTION 4 - Do the proposed Charter standards cover the core elements of the aviation consumer experience relating to the delivery of airline services, airport services and airport accessibility services? Are there any missing elements?**

4. The ALA makes two preliminary points regarding the proposed regulation of airline services, airport services and airport accessibility services before responding to this specific question:

#### Coverage of international inbound flights

5. We note that *"The government is considering a range of factors in determining whether subordinate legislation should adjust the scope of coverage of international flights to include only outbound (not inbound) international flights by all airlines and/or all international flights by Australian airlines."*<sup>2</sup> As this submission is in response to Subordinate Legislation, the ALA repeats paragraphs 30 to 32 of our Primary Legislation Submission in respect of why we strongly oppose excluding inbound international flights from the proposed aviation consumer protections framework.

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<sup>2</sup> Department of Infrastructure, Transport, Regional Development, Communications and the Arts, *Aviation Consumer Protections: Consultation Paper* (September 2025), ("*Consultation Paper 2025*"), p 14, s 2.2.1

### Consumer responsibility

6. We also note that the proposed standards *“recognise that consumers also have a responsibility for aspects within their control, including allowing reasonable time to make flight connections and other appointments at their destination, and arranging travel insurance where appropriate to manage their risks”*.<sup>3</sup>
7. Whilst the ALA agrees that air passengers should act reasonably, the ALA makes the following points regarding consumer responsibility:
  - a. Air passengers rely on airlines (and travel agents who act on airlines’ behalf) when it comes to how much time to allow between connecting flights. Airlines have the knowledge and expertise in this area which air passengers do not. It should therefore be the responsibility of the airlines and travel agents not to sell tickets where connection times are too short to be guaranteed in usual operating circumstances.
  - b. The ALA is particularly concerned by the disruption to specialist medical appointments caused by delayed and cancelled domestic flights to Australians living in regional areas. Whilst such air passengers should choose their flight times reasonably, the responsibility should rest with the airline to sell tickets for routes at flight times which it will operate. Australians should not be expected to incur additional costs, such as accommodation costs either side of medical appointments, to mitigate against the chance of a flight being cancelled or delayed which would lead to them missing their medical appointment.
  - c. We repeat paragraph 48 of our Primary Legislation Submission in respect of travel insurance. We submit that travel insurance is not the solution to protect passengers from inconvenience and consequential losses that flow from cancellations and delays that are within an airline’s control. Travel insurance represents an additional out-of-pocket cost for consumers, effectively shifting responsibility from airlines onto passengers. Travel insurance is usually subject to an excess of up to \$200, which, for domestic travel disruption, may be a significant proportion of the losses incurred. Furthermore, travel insurance policies rarely if at all compensate for the inconvenience and distress of missing critical medical appointments, saying goodbye to terminally ill loved ones, or important milestone events such as weddings and

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<sup>3</sup> Ibid, p. 19, s 3.2.1.

funerals. Therefore, the ALA maintains that travel insurance should not replace an airline's responsibility for operating punctual and reliable services.

#### Specific response to Question 4

8. In response to the question specifically posed at Question 4, the ALA firstly welcomes the inclusion of a right to a refund for flight cancellations regardless of the reason. This has been a systemic issue that air passengers have faced and a guaranteed right to a cash refund is an important improvement for passengers.

9. However, the ALA submits that a number of items are missing from the Charter as follows:

#### **Consequential loss and emotional loss are missing from the Charter**

- a. We note that *"The government considers that consumer protections should initially be focused on ensuring passengers receive **fair remedies** and support during and after cancellations, delays and disruptions..." (our emphasis).*<sup>4</sup> We further note that the government acknowledges that *"Where an airline has failed to meet a consumer guarantee under the ACL, such as services not being provided within a reasonable time, consumers are entitled to a refund or replacement service, and **also compensation for consequential loss that is reasonably foreseeable and caused by the failure to meet the consumer guarantee**" (our emphasis).*<sup>5</sup> However, fair remedies for consequential loss are missing from the Charter.
- b. The ALA takes this opportunity to point out that consumers have the right to claim for 'loss or damage' caused by breaches of the Australian Consumer Law (ACL) under section 236 of the ACL and claim for recovery of damages for reasonably foreseeable "loss or damage" caused by breaches of the ACL under section 267 of the ACL. Additionally, passengers are entitled to compensation for 'damage' occasioned by delay in their carriage under Article 19 of the Montreal Convention 1999 (MC99)<sup>6</sup> to which Australia is a signatory (as well as baggage related claims).
- c. Therefore, by failing to include minimum standards in respect of monetary losses flowing from flight cancellations or delays, the Charter is inconsistent with the ACL and MC99.

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<sup>4</sup> Ibid

<sup>5</sup> Ibid, p. 23, s 3.5

<sup>6</sup> *Convention for the Unification of Certain Rules for International Carriage by Air*, opened for signature 28 May 1999, 2242, UNTS 309 (entered into force 4 November 2003), art 19.

- d. Furthermore, by failing to include a clear, statutory flight delay compensation scheme, the Charter has created significant ambiguity regarding compensation for emotional loss for inconvenience, disappointment and distress.
- e. Compensation for disappointment and distress is recognised as a recoverable head of loss in Australia when the purpose of the contract is enjoyment and relaxation<sup>7</sup>. However, the purpose of a flight ticket is arguably to get from A to B without an enjoyment or relaxation component. Nevertheless, Australian law also recognises the need for passengers to be compensated for breach of consumer rights, such as the Qantas “ghost flights” settlement with the ACCC which compensated \$225 to domestic ticketholders and \$450 to international ticketholders.<sup>8</sup>
- f. A clear statutory flight delay compensation scheme will make rights transparent for passengers and airlines to reduce the scope of disputes and made the process simpler for all parties involved when determining fair remedies including the Aviation Consumer Ombudsperson (ACO), rather than leaving the ACO to make determinations on a case-by-case basis with no guidelines.
- g. The ALA therefore submits that the Charter should include the following remedies in order to deliver fair remedies to passengers:
  - i. monetary losses flowing from flight cancellations or delays, including but not limited to hotel accommodation, pre-booked tours, pre-booked concerts or sporting event tickets, taxis and parking;<sup>9</sup> and
  - ii. emotional loss for inconvenience, disappointment and distress.

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<sup>7</sup> *Jarvis v Swans Tours Ltd* [1972] EWCA 8; *Baltic Shipping Co v Dillon* [1993] HCA 4; *Moore v Scenic Tours Pty Ltd* [2020] HCA 17.

<sup>8</sup> *Australian Competition and Consumer Commission*, ‘Qantas agrees to \$20m payments to customers and, subject to court approval, a \$100m penalty for misleading consumers’ (Media Release, 6 May 2024) <[www.accc.gov.au/media-release/qantas-agrees-to-20m-payments-to-customers-and-subject-to-court-approval-a-100m-penalty-for-misleading-consumers](http://www.accc.gov.au/media-release/qantas-agrees-to-20m-payments-to-customers-and-subject-to-court-approval-a-100m-penalty-for-misleading-consumers)>.

<sup>9</sup> For example, in the incident of Qantas cancelling flights from Adelaide to Sydney, affecting Port Adelaide Football Clubs fans from watching their team in the AFL preliminary final, aviation customers should be compensated for unusable match tickets, hotel bookings and emotional loss as well as unused flight tickets parking: Sowaibah Hanifie, ‘Port Adelaide Football Clubs fans furious after \$1000 Qantas flights to Sydney’s game cancelled’, *7 News* (online, 20 September 2024) <<https://7news.com.au/news/port-adelaide-football-clubs-fans-furious-after-1000-qantas-flights-to-sydneys-game-cancelled-c-16120820>>

### Elements missing from booking information requirements

- h. The ALA welcomes the requirement for airlines to “*provide conditions of carriage in a simple, easily-understood standardised format, including a cancellation policy, baggage allowance, no show policy, key delay and cancellation information*”<sup>10</sup>.
- i. The ALA is concerned that passengers do not know or understand their consumer rights. The lack of a single regulatory framework makes this area complex for consumers to navigate. It is therefore imperative that consumers are educated about their existing rights and informed of their rights at the time of booking.
- j. We therefore submit that the proposed information requirement should additionally include a notice in a simple, easily-understood standardised format informing passengers of the following:
  - i. Passengers ACL rights, including specific reference to the statutory guarantees under ss60, 61 and 62 and passengers’ rights to claim for loss or damage caused by such breaches under ss236 and 267.
  - ii. Passengers’ baggage rights under the *Civil Aviation (Carriers Liability) Act 1959* (Cth) (CACLA).
  - iii. Passengers’ rights under Article 19 of MC99 regarding compensation caused by delay to their carriage and to their baggage.
  - iv. Passengers’ rights under foreign flight delay compensation schemes (such as but not limited to EU261<sup>11</sup>, UK261<sup>12</sup>, Canada’s Air Passenger Protection Regulations (SOR/2019-150), Malaysian Minister of Transportation Regulation Number 89/2015, Brazilian National Civil Aviation Agency Resolution Number 400, and India’s Directorate General of Civil Aviation Air Passenger Charter Act, 2019) depending on the ticketed route. This could be in the form of a table rather than customised per ticket. We do not consider this to be a burden for airlines as they have this information and the cost of providing it to consumers is extremely low

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<sup>10</sup> *Consultation Paper 2025*, Appendix B, Section 1, p. 45.

<sup>11</sup> Regulation (EC) No 261 / 2004

<sup>12</sup> Regulation (EC) No 261/2004 (as amended by The Air Passenger Rights and Air Travel Organisers’ Licensing (Amendment) (EU Exit) Regulations 2019)

- v. Passengers' rights under EU261 on domestic connecting flights on return from the EU when sold under one ticket pursuant to the Court of Justice of the European Union decision of *Flightright v American Airlines*.<sup>13</sup>
- k. The ALA also submits that airlines should be required to inform passengers of their rights at the time of the delay, cancellation or disruption as is required, for example, in the EU under EU261.
- l. The ALA further submits that when a ticket is purchased through an intermediary such as a travel agent, there should be an obligation on the intermediary to actively provide the consumer with the conditions of carriage including the above information notice at the time of booking, rather than having them available on request.

### **Elements missing from check in and boarding requirements**

#### ***Seating of children under 18***

- m. The ALA welcomes the proposed check-in and boarding requirement b regarding children being seated with parents, guardians or carers free of charge. However, the ALA submits that this should apply to children under 18 rather than the proposed age of 14.
- n. The ALA is concerned about the occurrence of sexual assault on aircraft. We refer to our submission on the Aviation Green Paper<sup>14</sup> dated 29 November 2023 at page 32 onwards which describes the characteristics of air travel that can make passengers vulnerable to sexual assault, especially on long haul or overnight flights. Recent media headlines<sup>15</sup> show that sexual assault on adult women on aircraft are not isolated occurrences.

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<sup>13</sup> *flightright GmbH v American Airlines Inc* (Case C-436/21) EU:C:2022:762

<sup>14</sup> Australian Lawyers Alliance, *ALA Submission: Aviation Green Paper* (29 November 2023) ("Aviation Green Paper") <<https://www.lawyersalliance.com.au/Web/Web/Submissions-Content/2023/231129SubNational.aspx>>

<sup>15</sup> See, eg, Australian Federal Police, 'Melbourne man charged over alleged indecent assault on flight from Los Angeles' (Media Release, 24 September 2025) <<https://www.afp.gov.au/news-centre/media-release/melbourne-man-charged-over-alleged-indecent-assault-flight-los-angeles>>; Australian Federal Police, 'Sydney man in court over alleged indecent assault on flight from Los Angeles' (Media Release, 9 July 2025) <<https://www.afp.gov.au/news-centre/media-release/sydney-man-court-over-alleged-indecent-assault-flight-los-angeles>>; Bailey Richards, 'Drunk Delta Passenger Sexually Assaulted Mom and Teen Daughter on 9-Hour "Nightmare" Flight: Lawsuit' People (online, 31 July 2023) <<https://people.com/delta-passenger-sexually-assaulted-mom-and-teen-daughter-lawsuit-7567357>>; Jamie Grierson, 'Woman sexually assaulted on flight challenges UK rules on compensation' The Guardian (online, 19 August 2025) <<https://www.theguardian.com/society/2025/aug/19/woman-sexually-assaulted-on-flight-challenges-uk-rules-on-compensation>>.

- o. The ALA therefore submits that the government should do all that it can to ensure that all minors are seated with parents, guardians or carers free of charge to avoid this reprehensible behaviour being inflicted on children.

***Right to preventative measures and appropriate aftercare in the event of sexual assault***

- p. The ALA takes this opportunity to repeat our submission on the Aviation Green Paper at paragraph 99<sup>16</sup> that sexual assault during air travel is an area that the government should look at more broadly in its Aviation White Paper than just the CACLA regime. We suggest that the government should develop policy on
- Prevention (such as regulations on seating of unaccompanied minors, passenger education and cabin crew training);
  - Airline response on board;
  - Reporting; and
  - Aftercare by airlines to victims
- q. The above should be done by including appropriate passenger rights in the Charter, as well as educatory functions of the ACPA.

***Involuntary downgrade***

- r. The ALA notes that involuntary downgrades are not dealt with in the proposed Charter. Such downgrades can occur when a cabin type is overbooked, or if a seat is required for an airline employee<sup>17</sup>. When a passenger is subject to an involuntary class downgrade, the price difference is currently unregulated. This can lead to unfair outcomes to passengers.
- s. The ALA submits that the price difference should be regulated in the proposed Charter. The ALA recommends that this should be set as the price of the lower-class fare on the same ticket type on the date of purchase, not on the date of the flight.

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<sup>16</sup> Aviation Green Paper, p. 34, para. 99

<sup>17</sup> See, e.g., Hannah Cross, 'Qantas apologises after kicking Vietnam veteran out of business class seat for young pilot', *The West Australian* (online, 4 September 2023) < <https://thewest.com.au/news/qantas/qantas-apologises-after-kicking-vietnam-veteran-out-of-business-class-seat-for-young-pilot-c-11807889> >

***The right for passengers to receive the service and features for which they paid***

- t. The ALA notes that the Charter does not include the right for passengers to receive the service and features for which they paid. Examples include having a reclining seat, having a working entertainment system, and having a cabin type as advertised<sup>18</sup>.
- u. The ALA notes that the ACL guarantees in section 61(1) (“reasonably fit for that purpose”) and section 61(2) (“a guarantee that the services, and any product resulting from the services, will be of such a nature, and quality, state or condition, that the customer might reasonably be expected to achieve that result”) apply to the provision of airline services. In order to give consumers clarity and hold airlines accountable, the ALA therefore submits that the right for passengers to receive the service and features for which they paid should be included in the Charter.

***A requirement to communicate changes in aircraft and consequential seat allocation***

- v. The ALA is concerned by the practice of airlines changing aircraft, such as for operational reasons, which impacts the number of seats in each cabin class, but failing to inform passengers of the consequential changes to seat allocation. For example, an airline may change the aircraft from an Airbus A330 to a Boeing 737 that results in fewer business class seats. The airline may notify passengers of the change in aircraft and any change in the departure and arrival times; but may not be transparent about the reduction in business class seats, leading to business class customers being unable to allocate a seat online and discovering close to departure time that they have, in fact, been given an involuntary downgrade.
- w. Seat allocation is an important consideration to many passengers including families, passengers with mobility requirements or hidden disabilities, or passengers who are afraid of flying and prefer a particular seat type such as window or near an exit. The ALA also notes that passengers are often required to pay an extra fee to pick a seat of their choice.
- x. The ALA therefore submits that the Charter should include a requirement for airlines to communicate changes in aircraft and consequential seat allocation with

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<sup>18</sup> See, e.g., Sam Buckingham-Jones, ‘Man wins \$12,600 for ‘worn out’ seats in Emirates business class’, The Australian Financial Review (online, 19 March 2023) < [www.afr.com/companies/media-and-marketing/business-class-advertising-reality-shortfall-prompts-nz-court-payout-20230317-p5csyv](http://www.afr.com/companies/media-and-marketing/business-class-advertising-reality-shortfall-prompts-nz-court-payout-20230317-p5csyv) >

transparency and as soon as practicable and allow passengers the opportunity to change their flights at no charge if impacted.

### **Elements missing from flight disruption, unreasonable delay, cancellation requirements**

#### ***No accommodation requirement for delays between 3 and 6 hours***

- y. In our submission on the Aviation Green Paper<sup>19</sup> we called for a legal requirement for airlines to provide appropriate accommodation to passengers in the event of significant delay, and certain passenger groups in the event of moderate delay (such as passengers with disability, and pregnant and breastfeeding women).
- z. We note that the Charter does not grant any right to accommodation when a delay is between 3 and 6 hours. However, we submit that a delay close to 6 hours for a 10pm flight is extremely disruptive, especially for an individual with high care needs or a family with young children. The ALA therefore calls for accommodation to be required for this delay period for certain passenger categories such as those with disability, pregnant and breastfeeding women, and passengers with children under 6. This should be paid for by the airline and may be in the form of hotel accommodation or lounge access depending on the time of day and length of the delay.

#### ***Presumption regarding within / outside airline's control***

- aa. We note that that the Consultation Paper lists a number of situations that would be deemed within or outside an airline's control. We further note that where there are multiple reasons for the delay or cancellation, 50% must be attributable to a situation within an airline's control for the disruption to be classified as within an airlines control.
- bb. The ALA is concerned that rigid rules regarding what is and is not within an airlines control could become a commonly disputed issue. The ALA also submits that the situation should be avoided where captains could feel under pressure to assert that more than 50% of a reason for disruption was outside of the airline's control.
- cc. The ALA previously advocated in our submission on the Aviation Green Paper<sup>20</sup> that there should be a presumption that the cancellation or delay has been caused by circumstances within an airline's control unless the airline proves otherwise. We

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<sup>19</sup> Aviation Green Paper, p. 16, para. 29(e)

<sup>20</sup> Ibid, p. 19, para. 38(b)

submit that this approach is simpler and fairer to the consumer. The scenarios listed at pages 48 and 49 of the Consultation Paper could be factors to be considered without forming a strict definition.

#### **Elements missing from baggage requirements**

##### ***Clothing***

- dd. The ALA notes the airline requirement to reimburse clothing suitable for the weather conditions and climate of the location where the consumer is affected by the disruption, cancellation or unreasonable delay. For the avoidance of doubt, the ALA submits that clothing should include essential clothing such as undergarment. It should also include clothing necessary for the occasion when the passenger is affected by the disruption, cancellation or unreasonable delay (such as formal wear when attending a wedding, etc).

##### ***Home airport***

- ee. The ALA notes that some airline conditions of carriage purport to restrict reimbursement of delayed items when the delay is experienced at the passenger's home airport. The ALA considers that reimbursement of delayed items should be specifically provided for in reasonable circumstances, such as when it is reasonable for a passenger to have only one particular item which they need upon their return home (such as a charging device, hairdryer, etc).

##### ***Mobility devices***

- ff. The ALA submits that mobility devices should fall within their own category of standards and not be encompassed with baggage requirements. The ALA notes a particular difficulty caused by the inclusion on mobility devices as "baggage" is that baggage is subject to CACLA / MC99 liability caps which is insufficient for mobility devices.

### **QUESTION 5 - Do the proposed Charter standards reflect reasonable standards? Are there any operational or technical considerations that would affect the ability of airlines or airports to meet the proposed standards?**

- 10. We incorporate by reference our response to Question 4.

## **QUESTION 8 - If different cost recovery levies are applied to regulated entities based on the nature or size of their operations, what metrics should be used to differentiate them?**

11. We do not offer comment on the mechanism or design of cost-recovery levies, as this sits outside our expertise.
12. We adopt and produce verbatim paragraphs 39 to 45 of our Primary Legislation submission in respect of costs, set out as follows:

“[39] When it comes to cost, the ALA understands that the cost of the Framework including the ACPA is expected to flow to ticket prices. However, the ALA emphasises that airlines and airports should bear the costs of the scheme, consistent with the government’s stated intent to recover costs from regulated entities. Under no circumstances should these costs be passed on to consumers through ticket prices, surcharges or other indirect mechanisms.”

“[40] Whilst we acknowledge that any enforcement regime will incur administrative costs, we consider that it would be unfair for consumers if such costs be passed through to passengers when the Australian domestic market already lacks competitive ticket pricing. The ALA therefore submits that the cost of the Framework should be directly borne by airlines. This is particularly relevant when components of the Framework, such as information provision by customer service teams and a right to refund under the ACL should not be regarded as new obligations by airlines and should already be accounted for accordingly.”

“[41] It is well reported *that* Australia’s main domestic carriers regularly report strong profits: Qantas posted a statutory net profit of A\$1.61 billion FY25, up 28 percent over the previous year, with underlying profit before tax of A\$2.39 billion. Meanwhile, Virgin Australia’s underlying profit rose 28 percent to A\$331 million in FY25. Considering the financial results outlined, it is difficult to justify customers bearing the burden of costs with increased fares.”

“[42] While the technical mechanics of funding fall outside the ALA’s expertise, the ALA considers that funding must ensure the ACO and ACPA’s independence. However, this should not be at the expense of the passenger’s pockets.”

“[43] As cost to the sector is considered in Question 4, the ALA takes this opportunity to express our disappointment that the government has declined to include clear statutory compensation for delays and cancellations within an airline’s control, primarily due to concerns about the funding burden. We repeat our submissions in the ALA’s Green Paper and Charter submissions, where we called for clear statutory rights to compensation for controllable delays and cancellations.”

“[44] The ALA will make repeated submissions on this point in our secondary legislative submissions. However, as this question addresses funding, we note that compensation has been declined on funding grounds. However, the Rural and Regional Affairs and Transport Legislation Committee Inquiry to the *Airline Passenger Protections (Pay on Delay) Bill 2024* heard evidence on 17 March 2025 that Eurocontrol data from 2022 showed that the estimated cost of compensation per passenger across the EU and UK was only between 60c and US\$1.20. The ALA also notes that CHOICE research published in 2020 found that 76% of people would be willing to pay extra for tickets to cover a scheme similar to that in the EU, with most willing to pay A\$2-10 extra.”

“[45] Therefore, by excluding a clear, straightforward compensation scheme on funding grounds is a missed opportunity. Such a statutory scheme would not be expected to impose blanket compensatory obligations on airlines. Rather, compensation would only be payable where the delay or cancellation is specifically within the airline’s control.”

**QUESTION 9- For each of the duration/situation timeframes listed in Table 4 of the consultation paper (1 to 3 hours, 3 to 6 hours, 6 to 12 hours and more than 12 hours) what are reasonable values for food and drink vouchers per meal, and how many food and drink vouchers should affected passengers receive?**

13. The ALA supports a standardised schedule of food-and-drink vouchers issued per affected passenger and scaled to the duration of disruption.
14. We have surveyed our Travel Law Special Interest Group members. Based on their responses, we provide the following recommendations:
  - a. **1–3 hours:** Provide 1 × \$25;
  - b. **3–6 hours:** Provide \$50 total (2 × \$25);

- c. **6–12 hours:** Provide \$100 total (4 x \$25);
- d. **More than 12 hours / overnight:** \$100 plus \$50 every 6 hours;
- e. **Arrival-side delays and missed connections:** Apply the same scale as above. Where a missed connection results in an overnight wait, apply the >12-hour rate; if the next available service is more than 12 hours away, apply the more than 12 hour rate;
- f. **Denied boarding (not due to the passenger):** Provide \$100 immediately, then apply the time-based scale above until the passenger is boarded on an alternative service;
- g. **Flight not operated within 7 days:** Where a scheduled service is not operated within 7 days and the passenger is stranded, apply \$200 per day;
- h. **Implementation notes:** Vouchers should be:
  - i. **meal-agnostic** (light/main/beverage at passenger choice);
  - ii. **values issued per passenger regardless of age** and can be combined between families / groups travelling together;
  - iii. **redeemable at multiple airport/near-airport outlets without exception** (e.g. fast food, premises serving alcohol etc) or provided as equivalent value via prepaid card/digital credit where on-site options are limited;
  - iv. **provided in local currency when disruption is overseas and local vouchers should always be of a value to ensure they are sufficient to purchase a meal per voucher;** and
  - v. **indexed annually** (e.g., CPI) to maintain real value.

## Conclusion

- 15. The ALA welcomes the opportunity to have input on the proposed Aviation Consumer Protections Subordinate Legislation ('Subordinate Legislation') including a new Aviation Consumer Protections Charter (The 'Charter').
- 16. The ALA is available to provide further assistance to the Department on the issues raised in this submission.



**Ian Murray**

**President**

**Australian Lawyers Alliance**



**Victoria Roy**

**Chair, Travel Law SIG**

**Australian Lawyers Alliance**