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AUSTRALIA

By email: AviationConsumer@infrastructure.gov.au

Re: Aviation Consumer Protections Consultation Paper (Subordinate Legislation questions)

BARA appreciates the opportunity to provide additional feedback to the Aviation Consumer Protections - Consultation paper: subordinate legislation questions. This feedback adds on to BARAs primary legislation question responses and should be read in conjunction, as we have not repeated the views or points made in our prior response, all of which stand.

In response to some of the more granular detail of the subordinate legislation questions, BARA has provided marked-up versions of the Consultation Papers Appendix B and Table 4, with comments added where issues are noted with the proposals as outlined. Rather than needing to repeat each of the specific levels of assistance and duration/situation of disrupt response, we hope that this style of providing feedback may be more straightforward to interpret.

In addition to responding to some of the specific situations as described above, BARA also provides some additional feedback and commentary in relation to the individual Subordinate Legislation questions – in particular around proposed scheme funding considerations.

As observed in our primary legislation questions response, BARA is of the view that the scheme as drafted is unduly operationally prescriptive in nature, and that the consumer protections proposed do not adequately consider the significantly different and more complex landscape of consumers purchasing international versus Australian domestic air travel. The detailed and prescriptive nature of many of the proposed remedies do not appear to acknowledge the customer service standards and resulting consumer protections that international airlines **already provide** in terms of providing service recovery for their customers (rebooking international connections being a clear example), nor take sufficient account of the huge variation in the size and scale of the airlines operating internationally to and from Australia.



BARA appreciates the opportunity to again provide input and is open to continue engagement with the Department in further consultations. Please contact BARA should you wish for any further clarification on any point.

Yours sincerely



Stephen Pearse
Executive Director

Enclosures

Appendix 1: Current BARA member airline list

Appendix 2: Marked up copy with inserted comments of Appendix B of the Aviation Customer Protections Consultation Paper

Appendix 3: Marked up copy with inserted comments of Table 4 from the Aviation Customer Protections Consultation Paper

Question Four

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?

and

Question Five

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?

BARA's responses to the primary legislation questions, specifically in relation to the missing elements covered by the scheme (which entities should be included if improving aviation customer outcomes is the true objective), along with the specific remarks contained within comments related to operational or technical considerations added to the amended Appendix B and Table 4, provide an overview of our response to questions 4 and 5 combined.

Question Eight

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?

BARA provided feedback in October 2024 to the initial ombud scheme design consultation and commented at that time in detail regarding potential funding arrangements to consider which might recognise the different scale of the regulated entities to be captured under the scheme's cost recovery model.

BARA has updated these comments as below: -

- International Aviation is extremely competitive, and the dead-weight regulatory costs for scheme participation should be kept to an absolute minimum. The scheme must operate cost-efficiently and have a governance structure including industry representatives to ensure it remains proportionate in balancing costs with customer outcomes. Metrics reviewed by the scheme governance should include cost per claim (total and successful) and percentage of claims per unit value of passengers travelled (eg: claims lodged per 1,000 or 10,000 pax etc) amongst other metrics.
- BARA understands that some existing industry ombuds schemes such as the Telecommunication Industry Ombudsman (TIO) or the Australian Financial Complaints Authority (AFCA) are funded by a combination of: -

- A flat membership fee, plus
 - a volume related payment related to the % of complaints handled for each participant, and/or
 - payment adjusted by the number of those complaints that are escalated within the complaint's resolution process
- BARA considers that the proposed participants in the Aviation Ombuds Scheme are different in both nature and number than those covered under these other industry ombuds schemes such as the TIO (>1500 participants) or AFCA (~45,000).
 - The airline industry is structured very differently to those industries. According to BITRE Jul-25 data, there were 62 airlines operating international services to/from Australia of which 3 were cargo carriers and 3 are also domestic Australian airlines (QF, JQ and VA). Domestic pax in Jul-25 represented 58.2% of all pax carried in the month. BARA airlines ranged from the largest international operator carrying 345k pax (3.7% of the total Intl + Dom pax) to the smallest airline carrying just 2,099 pax (0.002% of the total) – a range so vast that even a very low-level flat membership fee could be inequitable in its application.
 - Australia has a large number (~629) of airports/airstrips, however much fewer supporting Domestic RPT operations and fewer still are internationally designated (~21 including many for restricted or alternate use only). The top 7 airports account for >97% of all international passengers and the top 4 alone (BNE, SYD, MEL and PER) for around 95% of all international traffic.
 - Consequently, the total number of potential members (airlines and airports) of the proposed scheme is very limited and if far lower than comparable schemes in other industries. As such, their specific funding methodologies are unlikely to be appropriate for the AIOS
 - BARA therefore suggests that a flat membership fee for the Aviation Ombuds scheme would be inappropriate with respect to both the contribution to total cost of operation and would not be equitable.
 - BARA suggests either: -
 - Carriers operating Australian domestic services (in addition to operating internationally) cover the initial operational cost of the scheme based on their respective pax or capacity share as reported by BITRE
 - International carriers could contribute an additional quantum share charged to each airline based on the proportion of complaints received in relation to that airline (which formula would act as an additional incentive for international carriers to minimise any referred customer complaints to the AIOS)

- If a base scheme participation fee is requested from international carriers, it must be tiered by carrier size based on either passengers carried or operated capacity (BARA membership is based on capacity defined categories as reported by BITRE).
- If a base scheme participation fee is requested it must be as low as possible. BARA can share nominal estimates of affordability from BARA members upon request.

BARA supports that before legislation, the Government should conduct a Regulatory Impact Assessment (including cost-benefit analysis) to determine the current extent and true cost of the claimed aviation customer issues against the expected regulatory cost impost of the proposed arrangements.

Question Nine

For each of the duration/situation timeframes listed in Table 4 (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?

Please refer to BARAs comments added to the detail of Appendix B and Table 4 in relation to comments on the proposed definitions and minimum levels of assistance proposed.

BARA does not consider that Question 9 as posed is answerable, as the value and number of vouchers that may be appropriate to consumers will vary according to the particular circumstances of the delay or disrupt in question, the airline, the class of service booked or that the passenger is travelling in, the specific airport or location involved, and many other factors. The appropriate voucher value to be provided in response to a relatively short delay for a low-cost airline or short-haul international trip may be very different to the appropriate value for a more significant delay to a long-haul destination with a premium class booking.

The question itself speaks to the prescriptiveness of the proposed scheme which risks imposing vanilla standards which will restrict many BARA member international airlines from doing what they already do today – which is to have their own matrix of base standards which are reflective of their own airlines brand, culture and understanding of their core customer base, and with the flexibility to offer varying remedies based on the specific circumstances of a disrupt or delay situation on the day. There is no table of service standards that can capture and accommodate the variety of circumstances that airlines encounter and operationally manage and respond to across their networks 24/7 in a global market – which BARA members respond and deliver against their customers expectations today with little or no negative customer feedback reported.

BARA considers that the proposed scheme should concentrate on better defining core service expectations (or minimum standards) and describing what they are and what needs they meet, but



then leave the specific operational delivery of meeting those standards to allow international airlines to deliver against them with the agility and flexibility that they already demonstrate, to meet or exceed the minimum standards as each and every situation demands.

Appendix 1: Current BARA member airline list

AIRASIA Aviation Group representing: -

- AIRASIA X
- AIR ASIA Berhad
- INDONESIA AIR ASIA
- PHILIPPINES AIR ASIA
- THAI AIR ASIA
- THAI AIR ASIA X

AIR CANADA

AIR NIUGINI

AIR NEW ZEALAND

AIRCALIN

ALL NIPPON AIRWAYS

AMERICAN AIRLINES

ASIANA AIRLINES

BATIK AIR LINES

CATHAY PACIFIC AIRWAYS

CHINA AIRLINES

CHINA EASTERN

CHINA SOUTHERN AIRLINES

DELTA AIR LINES

ETIHAD AIRWAYS

EVA AIRWAYS

FIJI AIRWAYS

GARUDA INDONESIAN AIRWAYS

HAWAIIAN AIRLINES

JAPAN AIRLINES

LATAM AIRLINES GROUP

KOREAN AIR LINES

MALAYSIA AIRLINES

NAURU AIRLINES

PHILIPPINE AIRLINES

QATAR AIRWAYS

ROYAL BRUNEI AIRLINES

SCOOT

SINGAPORE AIRLINES

SOLOMON AIRLINES

SOUTH AFRICAN AIRWAYS

SRILANKAN AIRLINES

THAI AIRWAYS INTERNATIONAL

TURKISH AIRLINES

T'WAY AIR

UNITED AIRLINES

VIETNAM AIRLINES

VIRGIN AUSTRALIA

XIAMEN AIRLINES

Appendix 2

BARA Response to Subordinate Legislation Questions Appendix B

- *Comments added for Departmental review*

Appendix B: Draft Aviation Consumer Protections Charter

This section outlines proposed minimum standards required of airlines and airports in order to provide clarity on the scope of aviation consumer protections.

1. Booking information requirements

Prior to and at the time of purchase, it is proposed that an airline must:

- provide conditions of carriage in a simple, easily-understood standardised format,¹ including a cancellation policy, baggage allowance, no show policy, key delay and cancellation information
- disclose common fees, including flight, baggage, seat selection, flight change and refund fees
- provide information about accessibility issues such as the services available to support passengers with disability across the whole aviation journey; clear advice on the documentation required for travel with dangerous goods and with assistance animals; information on aircraft cargo hold dimensions as it relates to carriage of mobility devices; advice of any advance notice requirements for requests for assistance
- collect contact information including a mobile phone and email address that will be in use prior to and during the journey so that timely information can be provided prior to check in and later in the case of delays, disruptions and cancellations or advise the passenger of the consequences of such information not being provided should they refuse
- offer to retain information about a passenger's specific accessibility needs (so they do not have to resubmit information each time they book), and
- ensure any agent of the airline also meets subsections (a) to (e).

Prior to the day of travel, it is proposed that an airline must:

- provide free of charge reasonable corrections of booking errors (i.e. typographical error in passenger name), provided they do not imply a change of times, date, itinerary or passenger.

2. Check-in and boarding requirements

At the time of passenger check-in and boarding it is proposed that an airline must:

¹ Guidance material would advise on format.

Commented [SP1]: BARA has provided feedback to the primary legislation questions that this can be collected for direct bookings only, however direct mobile comms may not be valid for an international journey, as this depends upon what the consumer provides and how they arrange their own comms when travelling internationally which is not known to the airline.

Commented [SP2]: Airlines may be able to do this, subject to data privacy laws, however the suggested ability of airlines to subsequently share this information to other airlines (even if the passenger 'requests') raises significant data confidentiality concerns as well as practical IT issues such as in which format might different airlines (or airports) hold the data and with what level of detail.

BARA concurs that the concept of a common passenger profile for those with accessibility issues which could be shared to maintain consistency and avoid repetition is a good one - however BARA suggests that for international travel where this information will include handling by government agencies (border and biosecurity) that it is the Govt who should house the profiles and facilitate airlines to access as required based on customer bookings

Commented [SP3]: Airlines cannot enforce agents (including entities who sell airfares who have no commercial contract with an airline) to meet this requirement

Commented [SP4]: BARA comments that this proposal appears overly orientated towards domestic Australia needs.

There are 2 significant issues in the international context:

1. What is reasonable? A single letter change could be a different person and how would this be policed?
2. Multiple jurisdictions and carriers are often included in a single international booking - non-Australian based entities will not necessarily permit similar changes and will almost certainly not permit at no cost

- a. confirm passenger contact details at the point of check-in (online and/or in person) in order to facilitate direct communication with passengers in the event of a disruption, unreasonable delay or cancellation or advise the passenger of the consequences of such information not being provided should they refuse
- b. seat children under 14 years of age with parents, guardians or carers free of charge at the time of check-in. If an adjacent seat is not available at the time of reservation, communicate to the passenger before the reservation is completed, that it is not possible to arrange such seating, and that the airline will assign such a seat as soon as feasible if one becomes available
- c. prioritise passengers with additional needs for check-in and boarding, including where this is requested (e.g. reduced mobility, medical issue, elderly, air passengers with infants under two years of age)
- d. offer to seat passengers away from pets at no additional charge (noting assistance animals are not pets), should pets be approved for in-cabin transit
- e. explain to a consumer where they hold a ticket on an air service and are involuntarily denied boarding that they are considered to have been disrupted for the purpose of this Charter (see definition in section 3 below)
- f. explain to a consumer where they hold a ticketed seat on an air service and are denied boarding for a failure to comply with their passenger obligations (e.g. intoxication, safety, security², late to check in or boarding) that they are not considered to be subject to the Charter standards, and
- g. coordinate with airports the facilitation of passenger journeys for people with a disability.

3. Flight disruption, unreasonable delay, cancellation requirements

In the case of flight disruptions, unreasonable delays and cancellations both within and outside the airline's control it is proposed that an airline must:

- a. provide regular updated and accessible information and communication including:
 - i. directly to passengers via text messages, apps and/or other channels, and
 - ii. information to support consumer awareness and understanding of the disruption (e.g. estimated length and reason for disruption).
- b. ensure that for periods of service, particularly any disruptions or unreasonable delays, airlines have consumer service representatives available or reasonable alternative service channels to respond to consumer complaints in a timely manner:
 - i. at airports, and
 - ii. contactable by telephone.
- c. provide minimum levels of assistance when a flight is unreasonably delayed or cancelled for a reason both within and outside the airline's control (based on delay length) including the option to receive (at the consumer's choosing):

² Denial of boarding due to border security advice or processes is not subject to the Charter.

Commented [SP5]: This proposal broadly assumes conventional check-in processes remain for passengers and airlines which are increasingly being replaced by technology solutions such that passengers do not interact with airline employees to be able to 're-confirm' extant information.

For online check-in for international services (if provisioned) passengers are required to confirm their identity as provided, however if they then change contact details, this can potentially reject both their booking and border permissions for travel.

BARA does not consider it equitable that airlines be the entities required to advise passengers of potentially negative consequences for non-provision of contact information at the point of check-in or enplanement. This information should be clearly communicated within government-hosted pre-travel information provided through a government portal mirrored on the UK Air Passenger Travel Guide as suggested in BARA's prior submissions to the consultation.

Commented [SP6]: BARA has provided detailed comments in relation to this proposal in response provided to the Primary Legislation questions. Children are routinely defined under global aviation booking practices as 12 years old or younger. BARA strongly suggests: -

- The legislation align with global booking norms
- The legislation clarify between when an airline is 'required' to provide contiguous seating for one responsible adult next to a designated child and when an airline will 'do all possible' based on time of booking and other variable factors as highlighted

As a higher order comment, BARA questions the role of the scheme being involved in such granular operational issues particularly when there has been no data

Commented [SP7]: This proposal is broadly not currently relevant for international travel as quarantine rules preclude pets from travelling between countries. However the same higher order comments as per child seating are relevant - in that the provisions of the Australian Consumer Protections should not be involved in such granular operational issues where there will always be specific circumstances at play as to how seating can or cannot be allocated based on everything from the extent of pre-booking of an individual flight through to mechanical seat issues or equipment changes.

Commented [SP8]: BARA comment - 'must' should be caveated that it is subject to airline being in possession of accurate contact data - otherwise passengers who have otherwise not fulfilled their obligations in respect of providing sufficient information to be contacted will seek remedies under the proposed scheme to which they should not be entitled

Commented [SP9]: BARA comments: for international airlines this requirement is both conventional in approach and prescriptive in details. Airlines including many Low Cost Carriers have a 'digital first' approach to providing services in order to keep costs low and provide the most competitive airfares they can. In BARA's view, Clause 3 (b) does not require either (i) or (ii) as additional riders.

- i. alternative travel arrangements such as rebooking or rerouting the consumer to their original final destination to depart within 24 hours for domestic and 48 hours for international under comparable transport conditions,³ without additional cost to the consumer and with a refund for any associated services paid for and not received (i.e. additional leg room fee), or
- ii. offering the same assistance as above, but at a lower fare class to the passenger and offering a refund for any services paid for and not provided, or
- iii. travel credit vouchers without conditions or restrictions (expiring not before 36 months),⁴ or
- iv. a full refund (including taxes, fees and additional charges paid) only in the case of cancellations and unreasonable delays.

Minimum levels of assistance are outlined in Table 4.

- d. when a flight is unreasonably delayed or cancelled for a reason within and outside the airline's control (based on delay length) and a consumer does not accept the alternatives presented, or alternatives are not provided within a **reasonable time for the consumer's circumstances**, the option to cancel with a full refund should be provided. The airline must:
 - i. provide any refund within 14 days [a defined time period set in a determination] after the consumer's request, in the original payment format or another format chosen by the consumer.
 - ii. provide any refund directly to the consumer who booked directly or to the airlines' agent (travel agent/online travel agent) if the passenger booked through an intermediary.⁵
- e. coordinate with airports to ensure the needs of passengers with disability continue to be met in the event of disruption, delay and cancellation.

Definitions

It is proposed that a **flight disruption** is considered to be:

- a. an air service that operates more than 1 hour but fewer than 3 hours from scheduled departure time, or
- b. when suitable equipment is not available to support people with disability when their continued passage is impacted, this is also proposed to be considered a flight disruption.

³ For situations in which another flight from the same airline is not available within 24 or 48 hours, this would include the airline rebooking the consumer onto a different airline flying to the same original final destination.

⁴ It is proposed to define 'travel credit vouchers' as a 'voucher with credit that can be used for future travel' with at least 3 years of validity. Further guidance on the scope of travel credit usage will be provided in guidance material.

⁵ It is recognised that refunds through intermediaries (such as travel agents) may result in longer timeframes for consumers who choose to book through intermediaries. This is a matter for consumers to consider when choosing how they book.

Commented [SP10]: BARA comment: not all international airlines operate daily services to/from specific city pairs, with some operating either once or twice weekly, and Low Cost Carriers often do not have commercial alliance or code share partners.

The proposal is that this obligation is passed to the airline regardless of whether the cause of the delay is within or outside an airlines control - meaning non-controllable weather or other safety-related issues may (amongst other factors) be the primary cause of delay.

In this context a legislated requirement to provide re-protection options to consumers within 48 hours could very quickly result in airlines not operating significant schedules to/from Australia to incur a financial outcome sufficiently acute to precipitate a reduction or cessation of services, which will reduce consumer choice.

Commented [SP11]: BARA comment: 36 months validity for a travel credit is too long and significantly out of step with international norms.

IATA has provided feedback as to global standards for ticket validity that should be adhered to and BARA supports this position.

Should a customer's preferred source of resolution for a delay greater than 48 hours be to receive travel credits rather than working through options to reach their intended destination, it is inequitable that such a credit be required to be valid for 3 years.

BARA does not support travel credit validity beyond 12 months.

Commented [SP12]: BARA comment: the drafting of this proposed remedy for what is a reasonable time which is based on an individual consumer's preferences cannot be supported.

It is noted that the consultation document states that 'examples' of reasonable time for passenger circumstances will be articulated, however BARA considers that this provision will require much more precise definition.

Without qualification, as drafted this will create situations where an (impatient) customer travelling for business purposes may claim that even the prospect of a 3-hour delay (at time of initial advice) for a potentially

Commented [SP13]: BARA and IATA have highlighted in prior submissions how the time of final receipt of any eligible refund to a consumer from an airline is highly dependent upon the channel of booking and form of payment used.

If 14-days is the Government's preferred metric then as provided in feedback already submitted, the 14-day period should be clearly related to the time limit within which the airline has processed the refund - NOT the time by which the consumer receives the refund.

For international airlines who have a higher proportion of their bookings made through intermediaries versus direct, this is a critical issue, as the airlines have no visibility of

It is proposed that an **unreasonable delay** occurs when:

- a. air service delays are greater than 3 hours from the scheduled departure time
- b. air service delays are greater than 3 hours from the scheduled arrival time for domestic and short haul international flights and greater than 5 hours on long haul international flights, or
- c. a passenger is denied boarding due to no fault of their own.

It is proposed that a **cancellation** is defined as a scheduled air service with a specific flight number to be operated between a specific origin and destination on a specific date which is not operated, less than **7 days** prior to its scheduled departure time.

Examples of **reasonable time** for passenger's circumstances and defined time periods would be articulated in determinations and guidance documents.

It is proposed that a situation would be considered to be **within an airline's control** when disruptions, cancellations and delays are primarily caused by any the following situations:

- a. Commercial decisions including:
 - i. overbooking flights
 - ii. consolidating or cancelling flights with low passenger demand, or
 - iii. similar actions undertaken for commercial reasons.
- b. Day-to-day operations including:
 - i. staff scheduling and availability for all flight services including check-in
 - ii. flight preparation activities like cleaning, baggage loading and aircraft fuelling
- c. Scheduled maintenance including any subsequent repairs or required activities.
- d. Knock on disruptions, delays and cancellations to other airline services operated by a regulated entity due to a situation within the regulated entity's control.

It is proposed that in the event that there are multiple reasons for a disruption, cancellation or delay, the situation is considered to be within an airline's control if at least 50% of the delay is attributable to a situation within the airline's control.

It is proposed that a situation would be considered to be **outside an airline's control** when (a) or (b) applies:

- a. The situation was directly caused by an exceptional circumstance in the list below:
 - i. war or political instability
 - ii. an act of sabotage or other unlawful act if it is incompatible with the safe operation of a flight
 - iii. a natural or environmental disaster if it is incompatible with the safe operation of a flight
 - iv. disruptive passenger behaviour if it is incompatible with the safe operation of a flight
 - v. a security threat or risk if it is incompatible with the safe operation of a flight

Commented [SP14]: BARA comment: the Dept to please define the interpretation of short haul international

Commented [SP15]: BARA: please refer to previous comment response - this requires to be much more definitive.

vi. meteorological conditions that are incompatible with the safe operation of the flight or that result in capacity restrictions at the airport of departure or of arrival

vii. damage to the aircraft, including damage that is caused by meteorological events, that could affect flight safety and that requires immediate assessment and possible repair

viii. an aircraft collision with a bird, animal or other object outside the airline's control at any time that could affect flight safety and that requires immediate assessment and possible repair to the aircraft

ix. a manufacturing defect in an aircraft that was identified by the manufacturer of the aircraft concerned, or by a competent authority, that could affect flight safety and that requires immediate assessment and possible repair

x. an unforeseeable technical defect in, or other unforeseeable technical problem with, the aircraft if:

1) the required scheduled maintenance of the aircraft is up to date,

2) the defect or problem was discovered after the completion of the most recent required scheduled maintenance,

3) the pilot-in-command has determined that the defect or problem affects the airworthiness of the aircraft and makes it unsafe to operate the aircraft until the defect is repaired or the problem is resolved, and

4) the defect or problem was not caused by an act or omission of the airline or of any person for whom the airline is responsible

xi. a medical emergency discovered at short notice before flight departure or necessitating the interruption or deviation of the flight

xii. air traffic management restrictions or closure of an airspace

xiii. an unscheduled partial or full closure of an airport

xiv. a relevant NOTAM issued by Airservices Australia that affects or restricts planned flight operations, or

xv. an order or instruction from an official of a state or law enforcement agency or from a person responsible for airport security.

b. The situation was directly attributable to a delay or cancellation on an earlier flight using the same aircraft and the delay or cancellation on the earlier flight was directly caused by a situation above.

However, in the case of an airline with significant regular daily aircraft schedules, the flight in question must be scheduled to depart within 24 hours of the scheduled departure time of that earlier flight and the situation could not have been avoided even if all reasonable measures had been taken by the airline.

Commented [SP16]: BARA comment: this appears to be a direct reference to potential situations related to Domestic AU service operations only. BARA would request that this provision therefore be specifically noted as such, with the exclusion of applicability to international carriers.

Appendix 3
BARA Response to Subordinate Legislation Questions Table 4
 • *Comments added for Departmental review*

Table 4: Minimum levels of assistance

Duration/ Situation	Definition	Access to amenities i.e. toilets, drinking water, proper ventilation	Access to communication i.e. regular flight updates, phone calls, internet	Food & drink voucher - only when within the airlines' control	Transport – only when within the airlines' control	Accommodation - only when within the airlines' control	Option to re-book flight or disembark	Option to obtain a refund, in lieu of re-booking
45-minute tarmac delay	Delay	Yes	Yes	No	No	No	No option to disembark or re-book	No
2-hour tarmac delay	Disruption	Yes	Yes	No	No	No	Yes – option to disembark No option to re-book	No
When suitable equipment is not available for a person with disability to support their continued passage	Disruption	Yes	Yes	Yes ²	Yes	No	Yes – option to disembark or re-book	Yes ³
Any other air service delay between 1 to 3 hours	Disruption	Yes	Yes	Yes ³⁵	No	No	No option to re-book	No

Commented [SP1]: BARA: this provision cannot be guaranteed to consumers due to safety and other operational considerations.

It is only possible for such access to amenities to be provided if an aircraft is stationary for an extended period of time - which is seldom the case in rolling tarmac delays.

Commented [SP2]: BARA considers this time period is out of alignment with international norms where 3-4hours are more typically defined.

In the extreme situations where there have been (usually) meteorological conditions which create such tarmac delay backlogs, airlines and airports are working to dispatch aircraft as quickly and safely as possible.

A consumer protection requirement that can lead to multiple aircraft awaiting departure to then turn back in response to individual passengers (not all) wishing to disembark whilst others wish to continue, in turn creating additional traffic delays and backlogs for use of what will then be over-capacity required gate and airfield infrastructure, will most likely exacerbate consumer complaints and not alleviate them.

Extended tarmac delays are by definition not normal operations and in general are not common occurrences

Commented [SP3]: BARA requests more clarification around what this may mean in a practical context for international air travel

Commented [SP4]: BARA members operate from Australia across the globe.

Air travel to Australia is predominantly long-haul with booked passengers knowing that they will be experiencing extended total journey times to reach their final destinations.

In this context BARA members do NOT support the definition of an 'unreasonable delay' commencing at 1hr from scheduled departure.

¹ Except if departure imminent within 2 hours 45 mins max. Priority disembarkation information will be provided in guidance material.
² Vouchers will be provided for each meal required. The number of vouchers provided will depend on the amount of time a passenger is delayed.
³ Only when the consumer does not accept any of the alternatives presented.

Duration/ Situation	Definition	Access to amenities i.e. toilets, drinking water, proper ventilation	Access to communication i.e. regular flight updates, phone calls, internet	Food & drink voucher - only when within the airlines' control	Transport – only when within the airlines' control	Accommodation - only when within the airlines' control	Option to re-book flight or disembark	Option to obtain a refund, in lieu of re-booking
Air service delay greater than 3 hours but less than 6 hours from scheduled departure time	Unreasonable delay	Yes ⁴	Yes	Yes ³⁵	Yes ⁵	No	Yes – option to re-book	Yes ³⁶
Air service delay between 6 to 12 hours from scheduled departure time	Unreasonable delay	Yes ³⁷	Yes	Yes ³⁵	Yes ³⁸	Yes	Yes – option to re-book	Yes ³⁶
Air service delay greater than 12 hours from scheduled departure time	Unreasonable delay	Yes ³⁷	Yes	Yes ³⁵	Yes ³⁸	Yes	Yes – option to re-book	Yes ³⁶
Air service delay greater than 3 hours but less than 6 hours from the scheduled arrival time for domestic (and greater than 5 but less than 8 for long haul international) – with no connecting flights	Unreasonable delay	Yes	Yes	Yes ³⁵	Yes ³⁸	No	No	Yes ³⁶
Air service delay greater than 3 hours from the scheduled arrival time – with overnight stay between 6 to 12 hours from next connecting flight	Unreasonable delay	Yes ³⁷	Yes	Yes ³⁵	Yes ³⁸	Yes	Yes – option to be reimbursed for re-booking connecting flights	Yes ³⁶
Air service delay greater than 3 hours from the scheduled arrival time - with overnight	Unreasonable delay	Yes ³⁷	Yes	Yes ³⁵	Yes ³⁸	Yes	Yes – option to be reimbursed for re-booking connecting flights	Yes ³⁶

⁴ And vouchers for personal items i.e. clothing, toiletries.

⁵ Including repayment of any additional carparking fees.

³⁷ This time frame aligns with airline standards under article 17(3) the *Montreal Convention 1999*.

Commented [SP5]: BARA: refer submission comments on vouchers, values and personal items

Commented [SP6]: Footnote 5: BARA does not support that parking fees are eligible for reimbursement under the scheme. It is at the consumer's discretion as to how they travel to/from the airport and airlines should not be accountable to reimburse individuals choice of transport mode.

Commented [SP7]: BARA comment: the provision of accommodation related to the length of delay needs further clarification. The appropriate and proportionate assistance to be offered for passengers impacted by (for example) a scheduled service delayed from 10am to 5pm departure is very different to that required for a flight delayed from 11pm to 6am even if the length of delay is the same.

Commented [SP8]: For this and all other references to Transport, refer prior comment re Footnote 5

Commented [SP9]: •BARA: this option presents technical difficulties for international connections.
 •In the delay scenarios outlined, if a customer has booked a 'through fare' to an onwards destination involving a connection, international airlines already have the obligation to rebook their passengers and facilitate their journey to the final destination booked.
 •Airlines effect this re-protection by rebooking customers on either their own or other airline services to their final destination at no additional cost to the customer.
 •Airlines to destinations through a point of connection are generally priced as 'through fares' which are based on the competitive market fare to the selected destination as set by the particular airline, based upon a wide range of commercial considerations including brand, class of service, time of advance booking etc. ...

Commented [SP10]: As per prior comment re connecting flights

stay more than 12 hours from next connecting flight								
Duration/ Situation	Definition	Access to amenities i.e. toilets, drinking water, proper ventilation	Access to communication i.e. regular flight updates, phone calls, internet	Food & drink voucher - only when within the airlines' control	Transport – only when within the airlines' control	Accommodation - only when within the airlines' control	Option to re-book flight or disembark	Option to obtain a refund, in lieu of re-booking
Passenger is denied boarding due to no fault of their own	Unreasonable delay	Yes ³⁷	Yes	Yes ³⁵	Yes ³⁸	Yes – for overnight stay of 6 hours plus.	Yes – option to re-book	Yes ³⁶
A scheduled air service with a specific flight number to be operated between a specific origin and destination on a specific date which is not operated within 7 days of the scheduled departure time	Cancellation	Yes ³⁷	Yes	Yes ³⁵ if cancellation occurs less than 3 hours from scheduled departure time.	Yes ³⁸ if cancellation occurs less than 3 hours from scheduled departure time.	Yes – for overnight stay of 6 hours plus if cancellation occurs 3 hours from scheduled departure time.	Yes – option to re-book	Yes ³⁶