



FIFTEENTH ANNUAL IFTTA NORTH AMERICA CONFERENCE

APRIL 16 and 17, 2026

For the fifteenth year, the North American section of the International Forum of Travel & Tourism Advocates (“IFTTA”) met to discuss matters of relevance to Travel Law. The location of this year’s Conference shifted from Fort Lauderdale to Toronto, but neither the attendance nor the quality of the presentations suffered as a result.

The first three speakers dealt with various issues that can arise when a contractual relationship is established between Host Agencies and the Independent Contractors (“IC’s”) with whom they deal.

Lawyer and legal columnist **Mark Pestronk** led off with ***“Host-IC Contracts: Latest Problems and Solutions”***. He focused on the inherent conflict between the Host’s desire to exert control over what the IC does (in order to minimize the risk posed by the IC to the Host’s business) and the Host’s need to minimize that control (lest the relationship later be categorized as one of employment). He synthesized into 22 points his advice to the Host ten of things the IC ought not be allowed to do (in aid of exerting a suitable degree of control), and twelve that the IC ought to do (to distance the relationship from one of employment), all to be documented in the IC Agreement between the two parties.

While that presentation focused on how the Host can protect itself from a rogue IC, **Jeff Ment** of the Ment Law Group turned the tables by asking the question “*What To Do With a Rogue Host Agency*”. In answering that question, he drew on a number of cases, including one in which the Host, at the end of 2025, failed or refused to pay commissions apparently owing to a number of its ICs. The amounts are significant and the Host’s actions triggered the termination by Disney of its relationship with the Host. As is always the case, practical lessons can be learned from examining the experience of others.

New York lawyer and Travel Agency owner **Tom Carpenter** returned the focus to the Host in his presentation. It was entitled “*Passport to Peril: The hidden legal traps of hiring travel advisors who live overseas*”. Such contractual relationships have all of the risks addressed in the Pestronk presentation, and more. Carpenter dealt with Tax issues, the idiosyncrasies involved in hiring a Military Spouse who lives on a US base in another country, and Visa issues. In that latter regard, he made the point that the fact that an IC has a Digital Nomad Visa isn’t on its own a sufficient safeguard for the Host that contracts with that IC.

The next pair of presentations dealt with types of contracts other than those between Host and IC.

Rodney Gould brought his New England sensibilities and his years of experience to his topic “*Emerging Issues with Client Releases and Hotel Contracts*”. Running as a consistent thread through his presentation was the need for precision in the language that one reads, drafts, and reviews. That message applies to the wording of (among other things) Insurance policies and their exclusions, contractual Terms and Conditions with consumers and with suppliers such as hotels, and Releases.

GDS Contracts were the focus of attention for **Rose Haché**, in her “*Tips for Early Termination of GDS Contracts*”. She has in her practice developed an expertise in assisting the Travel Agency that wishes to terminate early its contract with one of the few providers in this field, in order to sign on with one of its competitors. That sort of process involves a combination of legal and practical considerations for the Agency, each of which can be manifested in dollars-and-cents; for example, the contractual terms, segment productivity commitments and the risk of shortfalls,

claw-backs of up-front money, and the facilitation of the smooth and seamless transition from one GDS to the other.

Montreal avocat **Daniel Guay** finished off the morning session with *“To Reimburse or Not to Reimburse: That is the Question Post-Pandemic Class Actions and the Quebec Travel Industry.”* He spoke of a specific case that arose out of the COVID-19 pandemic. In it, a representative Plaintiff sought certification of a Class Action for all within a defined class, seeking reimbursement in cash (not conditional flight credits) for flights cancelled due to the pandemic. Certification was initially refused, in part because the carriers were setting up a Voluntary Refund Program. On appeal, certification was granted and the definition of the “class” was established in a way that limited its members to natural persons who were residents of Quebec. Leave to appeal that Quebec Court of Appeal ruling to the Supreme Court of Canada was refused, and the substantive case continues.

While only a handful of US States have “Sellers of Travel” laws, the three most populous Provinces in Canada do. Toronto lawyer **Bill Clark** focused on Ontario, but also touched on the experience of other jurisdictions, when answering the question *“Has Travel Industry Legislation Passed Its “Best Before” Date?”* Canada’s trio of provincial regimes are all about fifty years old. While each has undergone changes in that half-century, Clark believes that the changes have been minor and insufficient, when compared to the ways in which the Travel Industry operates has changed over that same period. Rather than dispensing with the licensing regime as Australia has done, Clark noted that Ontario’s has experienced regulatory creep without tackling successfully the real issues that are in play, and in need of being addressed.

Lawyer and Travel Advisor **Stephanie Hankins** covered a considerable amount of territory in her presentation entitled *“WTF: What the Fraud?! Legal Strategies for Travel Industry Risk.”* Fraud in this industry takes many forms consumer scams, the sort of Host/IC problems discussed in the morning sessions, Supplier/Vendor fraud, and the clearly growing realm of cyber and payment flimflammy. Each was addressed, with real-world examples. She concluded with suggestions for minimizing the risk of being stung, and what to do if victimized by one of the many faces of fraud.

For all of its many benefits, Artificial Intelligence (“AI”) can itself be a facilitator of fraudulent activity. The next two speakers tackled the AI topic in that light.

Washington lawyer **Chun T. Wright** led off with a three-part presentation entitled *“Navigating 2026 Tech Liability: AI Copyrights, Secondary Infringement, and the New Wiretapping Trap”*. Part One dealt with “fair use” and its four-factor test, as applied in several cases regarding AI. She then applied to the Travel Industry the lessons to be harvested from those cases. The second Part dealt with the risk of secondary infringement of copyrights to which Internet Service Providers are exposed when one of their users commits a copyright violation, all as addressed in a March 2026 Supreme Court decision. In Part Three, she highlighted the risks posed by a Florida statute to travel and other companies who offer a Live Chat function on their websites. It requires unanimous prior consent to the harvesting of information, so exactly when the Florida resident clicks on “I agree” can make a world of difference in terms of a company’s exposure.

Jessica Lysy is a Texas attorney who has worked as a travel advisor and with a major Destination Management Company. She followed with *“AI Tools & Client Data: The Liability Gap in Travel”*. Starting with factual data regarding the extent to which, and the ways in which, AI is being used in the Travel Industry, Lysy then turned to the current state of the applicable Law. She noted the patchwork nature of the existing State-focused regulation, and the deregulatory attitude of federal authorities in regard to oversight of this evolving presence in our lives. She noted with concern the significant potential for exposure when a Travel Agency feeds private/privileged client information into an AI supplier in order to enjoy the benefit of its answer. As she noted “the machine doesn’t know what it shouldn’t use and share”.

The discussions triggered by the AI topics led naturally to the next presentation, *“International Legal Ethics”*, from **Prof. Pamella A. Seay** of Florida Gulf State University. Travel is certainly international in scope. And whether associated with AI or not, Travel Agencies (and the lawyers who advise them) cannot avoid confronting a number of ethical concerns as they deal with cases across jurisdictions. She has written a chapter on this topic, that can be found in the *International Law Deskbook* published by the Florida Bar. Drawing upon it, Seay walked her audience through conflicts of interest and waivers of them; cultural

differences in the way concepts such as confidentiality are treated around the world; the challenges posed by competing Rules of Conduct; Human Rights in Travel (including the UN Declaration of Human Rights, Ethical Tourism, and Eco Tourism); and one's duties to third parties.

The day ended with a presentation by Toronto lawyer **Doug Crozier** entitled "*Mobility Rights and the Travel Industry in Canada --- Part Two*". In the 2025 Conference, he had outlined the facts and issues involved in a case brought by a Canadian resident who was prevented from travelling between provinces for her mother's funeral in the early days of the 2020 pandemic due to legislation that limited (to the point of banning) inter-provincial travel. She alleged that her Mobility Rights (Section 6 of the federal *Charter of Rights and Freedoms*) were infringed by this provincial statute. Since then, the Supreme Court has issued its lengthy ruling on this case, allowing for a conversation about its significance in entrenching legally a Human Right to Travel.

During the day, those in attendance were updated on events involving the international organization, whose

- most recent Conference was held in Washington, DC in September of 2025, and
- next Conference is slated for September of this year in Paris; for details, see <https://ifta.org/conference/ifta-37th-worldwide-conference-par/>.

For more information, please contact Doug Crozier (dcrozier@hclaw.com).