



## **ASSOCIATION OF SOUTH AFRICAN TRAVEL AGENTS**

### **CODE OF CONDUCT**

**THIS CODE, WHICH IS BINDING UPON ALL ASATA MEMBERS, HAS BEEN APPROVED BY THE BOARD OF DIRECTORS AND WILL BE REVISED IN ACCORDANCE WITH THE CONSUMER PROTECTION BILL UPON LEGISLATION**

---

**The primary aims of this Code of Conduct are:**

- To promote that the Consumer receives the best possible service from ASATA Members
- To maintain the standing and good name of the Association and its Members

This Code is designed to regulate the activities of ASATA Members;

- between themselves and the Consumer
- between themselves and other ASATA Members
- between themselves and Partners

**The General Principles of the Code of Conduct are:**

1. Members shall conduct their business in a manner which maintains and enhances the standing of the Association and its Membership and is binding.
2. Members shall comply with all relevant statutory and regulatory requirements.
3. ASATA Members will not falsely represent any individual or legal entity's affiliation with their firm

**Conduct Between ASATA Members and the Consumer**

General Conduct

1. ASATA Members shall maintain a high standard of service to Consumers. Members shall be honest and accurate when providing information in any form about their services and prices.
2. ASATA Members shall make every effort to ensure that the travel arrangements sold to Consumers are compatible with the Consumer's requirements.
3. ASATA Members will always put the interests of the Consumer first and not allow any preferred partnership or relationship with a supplier to interfere with these interests.
4. ASATA Members will respect the confidentiality of each Consumer's transaction and will not disclose any information regarding the transaction to any other Consumer or any other member of the public, excluding ASATA, unless required by law.
5. ASATA Members will cooperate with any inquiry conducted by ASATA to facilitate resolution of a dispute involving Consumers or other ASATA Members or Partners.
6. ASATA Members will provide all components as stated in their brochure or as stated in their written confirmation. Failing that, the ASATA Member will provide alternative services of equal or greater value or provide appropriate compensation.

## Advertising

1. ASATA Members will ensure that all Consumer advertising contains fully inclusive prices in accordance with the ASATA Advertising Guidelines policy.
2. ASATA Members will not discredit other Members in the public domain either by press editorial, advertising material or any other means.
3. ASATA Members are bound to use the ASATA logo in their communication in accordance with the ASATA corporate identity guidelines.

## Booking Procedures and Travel Documents

1. Members shall ensure that their Customers have access to all booking and other conditions applicable to their Travel Arrangements before a booking contract is signed or agreed to.
2. Members are to provide, on request, access to any booking conditions that apply to the transaction.
3. When conducting business as a Retail Travel Agent, ASATA Members shall ensure that they pass on to the Consumer all relevant confirmations and documentations from the Partners and / or suppliers intended for the Consumer.
4. ASATA Members will make available details about terms and conditions of any travel service or product, including cancellation and service fee obligations, before accepting payment for the booking or before a booking contract is signed or before a booking is accepted.
5. ASATA Wholesalers will promptly advise the Retail Travel Agent or Consumer who reserved the space of any change in itinerary, services, features or price. If substantial changes are made that are written within the control of the operator, the Consumer will be allowed to cancel without penalty unless otherwise stated in the terms and conditions of the operator.
6. ASATA Members will promptly (within 7 (seven) working days of receipt of the documentation or request for refund) submit any refund documentation or requests to the Partner or supplier provided that the refund meets the timeframe as outlined in the terms and conditions of the Partner or supplier.
7. ASATA Members will remit any undisputed funds under their control within 7 (seven) working days to the Consumer in respect of refunds.
8. If a delay in providing the funds is experienced, reasons will be given to the claimant.

## Passport, Visa and Health Documentation

1. Members are to inform Consumers that health, visa and passport documentation may be required for their journey, and that the acquiring of valid documentation is the responsibility of the Consumer.

2. Members shall advise the Consumer of passport, visa, health and other entry and transit documents required for the journey where it is reasonably practicable for the Member to do so, OR the Member shall offer the Consumer reasonable assistance in accessing such information. Such information or assistance is to be provided in sufficient time for the Consumer to obtain such documentation, or at the time of booking.

#### Insurance

1. Members shall draw the Consumer's attention to the availability of insurance cover for their travel requirements before the date of travel commencement.

#### Disputes

1. In the event of a dispute between a Member and a Consumer, all correspondence from ASATA should be dealt with within the following time limits, in accordance with the ASATA Complaint Procedure:
  - a. An acknowledgement shall be sent no later than 5 working days from the date of receipt of the dispute in writing to the Consumer from ASATA.
  - b. A detailed response from the Member to ASATA shall be sent not later than 14 working days from the date of receipt of the dispute or the Member shall provide reasons for the delay.
2. Members shall make every effort to resolve any dispute, including acting as an intermediary where the customer has a dispute with a Partner or supplier, and the travel arrangements were booked through the Member.
3. Members shall advise Consumers of their right to refer the dispute to ASATA in the event of this not being resolved with the Member.

#### **Conduct Between ASATA Members (Retail Travel Agents & Wholesalers)**

1. Members are to ensure that booking conditions are clearly communicated to other Members who are booking through them, inter alia details of any booking fees, late booking fees and/or handling charges, amendment and cancellation fees and method of payment acceptable on a particular product or services.
2. Members are to ensure that to the best of their endeavours, no misleading information is provided to other Members.
3. Members acting as an intermediary on behalf of other Members when selling products to Consumers, shall ensure that all trading conditions, conditions of booking etc as imposed by that Member are communicated clearly to the Consumer.

4. Members acting as an intermediary on behalf of other Members shall ensure that all documentation required by that Member, inter alia booking contracts signed by Consumers, names, personal information of Consumers, is communicated timeously and in the prescribed manner, so long as this information is deemed necessary.
5. Members selling product/s through other Members shall provide a written estimate to that Member on request.
6. Deposits and Final Payments shall be paid by the Member acting as the intermediary, to the Member selling the product, according to the latter Member's Standard Booking Conditions, or as otherwise communicated in advance.
7. Once a Member has made full and final payment to another Member, as agreed by both parties, the price is final and binding unless otherwise stated in their terms and conditions. Notwithstanding, the aforementioned, should there be an increase in the cost of the product due to legislation, then the Member selling the services shall be entitled to recover this additional amount from the Member acting as the Intermediary, who in turn shall be entitled to pass such increase on to the Consumer.
8. The rate of exchange quoted by one Member to another Member to be used in the conversion from foreign currency to SA Rands should not differ from the average bankers selling rate of the day by more than 7%.
9. Members acting as an intermediary shall first confirm that the Member selling the product will accept a particular credit card, before processing such payment.
10. The Member undertakes to correctly complete the imprinted credit card charge form, and to ensure that same is signed by the cardholder. The Member must make the necessary security checks when accepting Credit Card payments. The original Credit Card Charge Form is to be sent to the Member who is the Credit Card Merchant in the transaction.
11. All IATA rules and regulations which relate to the payment by credit card for airline tickets must be adhered to by both Retail Travel Agents and Wholesalers.
12. The Member who is the merchant in the transaction, shall process payment within three (3) days of obtaining authorisation to debit the credit card.
13. Commission or fees due by one Member to another Member on a credit card payment will be paid within 14 (fourteen) days of receipt of the original credit card charge form, duly signed by the cardholder.
14. EFT and cheque payments by one Member to another Member shall be nett of commission unless otherwise agreed.
15. Remittance / tax invoice reflecting VAT on commission shall be forwarded simultaneously with payment.

## **Conduct between ASATA Members and Partners and / or suppliers**

1. Members shall at all times fairly and accurately represent the Partners and / or suppliers products and / or services to Consumers.
2. The Member shall check for accuracy surrounding the booking details of all documentation received from Partners and / or suppliers before handing such documents over to Consumers, inter alia vouchers and air tickets.
3. Members shall settle all debts legally due, without delay or within any period agreed with the creditor.

**-- ENDS--**