



ASSOCIATION OF SOUTH AFRICAN TRAVEL AGENTS

CONSTITUTION

1. GENERAL

1.1 NAME

The name of the Association shall be ASSOCIATION OF SOUTH AFRICAN TRAVEL AGENTS (hereinafter referred to as "ASATA").

1.2 ADMINISTRATION

The offices of ASATA shall be situated in the REPUBLIC OF SOUTH AFRICA.

1.3 MISSION STATEMENT

1.3.1 Vision

Champion ASATA Members as the consumer's channel of choice for the delivery of travel products and services

1.3.2 Mission

To support Members in meeting Consumer's needs of value and security, through developing and maintaining the highest level of expertise and professionalism.

1.4 CODE OF CONDUCT

To create and maintain the highest possible standard of integrity amongst Members of ASATA in their dealings with Consumers, their principals and each other.

In accordance with the Constitution of the Republic of South Africa, ASATA aims to encourage all participants within the travel industry to apply for Membership of ASATA and meet the criteria as laid out.

2. OBJECTIVES

2.1 The objectives of ASATA are:

- 2.1.1 to further and secure the interests of ASATA and its Members;
- 2.1.2 to reflect the consensus of its Members and present their views to all sectors of the public, the government and the business community;
- 2.1.3 to act on behalf of its Members in deliberations and negotiations with other sectors of the Travel Industry;
- 2.1.4 to continually assess and evaluate the needs of its Members with a view to providing them with meaningful services and benefits;
- 2.1.5 to consider and promote the highest standards of professionalism and ethics of its Members in their dealing with the public and each other;
- 2.1.6 to promote systematic training within all sectors of the Travel Industry falling within the scope of ASATA;
- 2.1.7 to consider all legislation affecting or likely to affect the Travel Industry and to take such action as considered to be in the interests of its Members;
- 2.1.8 to play an active role in the international community of travel agents and travel agent associations;
- 2.1.9 to continually make the consumer aware of the brand ASATA and the value of using Member;
- 2.1.10 to develop the Travel Industry as an attractive career opportunity;
- 2.1.11 to promote transformation amongst our Members and in the Industry;
- 2.1.12 to promote the benefits of travel to all sectors of the public, the government and the business community.

3. DEFINITIONS & INTERPRETATION

The Laws of the Republic of South Africa and the jurisdiction of the South African courts shall govern this Constitution and the rights and obligations of Members.

All and any questions of interpretation of this Constitution and any other addenda, regulation or schedules which form part of this Constitution shall be settled and decided by the Board whose decision shall be final and binding on all Members. The Board, if deemed necessary (at their prerogative), may take legal advice before giving its interpretation.

"AD HOC COMMITTEE"

means a committee established for specific purpose or empowered to act in terms of an authority and instructions set by the empowering Members Council or Board. Ad Hoc Committees shall have the completion and reporting dates set down in their brief.

"ANNUAL GENERAL MEETING"

means a yearly gathering of members of the association, at which officers are elected and the year's activities, including financial matters, are discussed.

"ASATA"

means the Association of South African Travel Agents.

"BOARD"

means those persons elected from time to time holding office as Members in terms of clause 5.

"CHIEF EXECUTIVE OFFICER"

means the person appointed as such by the Board and holding the office of a senior full time salaried officer of ASATA.

"CODE OF CONDUCT"

means the attached document so named, as referred to in clause 12.1.

"CONSORTIUM"

means a group of businesses or investors for the purposes of engaging in a joint venture.

"CONSTITUTION"

means this document, Annexures hereto and any other agreements and/or conventions entered into by ASATA on behalf of its Members.

"CONSUMER"

is a person or organisation that uses or consumes a commodity or service.

"DISCIPLINARY COMMITTEE"

means the committee as described in clause 8.4.1 the composition of which may alter from time to time.

"EXECUTIVE MANAGEMENT COMMITTEE"

means the President, Treasurer and Chief Executive Officer, whose function it will be to consider and make recommendations to the BOARD on day to day administrative matters of ASATA. The Vice President in his capacity will act in the absence of the President.

"EXTRAORDINARY GENERAL MEETING"

means a special gathering of Members of ASATA at which specific ASATA activities are discussed.

"GROUP"

means any grouping (collection) of Members who are all Members of ASATA including company owned branches and consortiums.

"MEMBER"

means any natural person or juristic person which, for the purposes of the Constitution includes a partnership, association or other body of persons, corporate or incorporate, or a trust in good standing acting as a Retail Travel Agent or a Wholesaler and whose Membership has been approved by the Board without limitations.

"MEMBERS COUNCIL"

shall comprise of elected and appointed Members as set out in clause 6.1.1.

"PARTNER"

means any natural person or juristic person which, for the purposes of the Constitution includes a partnership, association or other body of persons, corporate or incorporate, or a trust in good standing as a supplier and whose membership has been approved by the Board.

"PARTY"

will include a "legal person" or any other business entity or form.

"PERSON"

will include any natural person or juristic person.

"PUBLIC"	means the community or the people as a whole.
"PRESIDENT"	means the person elected by the Members and Partners at each Annual General Meeting of ASATA.
"PROVISIONAL MEMBER"	means any natural person or juristic person which, for the purposes of the Constitution includes a partnership, association or other body of person, corporate or incorporate, or a trust in good standing acting as a Retail Travel Agents Agent or a Wholesaler and whose Provisional Membership has been approved by the Board without limitations.
"REGION"	means the region as set out in paragraph 7.1.1.
"REGIONAL CHAIRPERSON"	means the person duly elected by the Regional Committee.
"RETAIL TRAVEL AGENT"	means any business selling travel products and / or services on behalf of suppliers to the consumer for remuneration by the consumer and / or the supplier. These businesses may also act as wholesalers from time to time.
"SECTION"	means the categories of Members as referred to in 7.1.
"SOUTH AFRICA"	means the entire geographical area of the Republic of South Africa.
"STANDING COMMITTEE"	means a small group of Members to whom the larger ASATA Membership has delegated the power to formulate recommendations.
"TERMS OF REFERENCE"	are the rules and regulations set out and determined by the Board and the Members Council to regulate their specific operation.

"TRAVEL INDUSTRY"

means the industry whose participants are those engaged in serving the consumer by way of selling travel related services and promoting tourism.

"TREASURER"

means the person elected by the Members at the Annual General Meeting of ASATA.

"WHOLESALER"

means those operators who package travel products and / or services largely to the retail travel trade to sell to the Consumer, or for direct sales to the Consumer.

"WHOLESALE STANDING COMMITTEE"

comprised of wholesale Members as set out in 6.2.1.

"WORKING DAYS"

shall for all purposes in this document mean weekdays and Saturdays, unless any one of these days happens to be an official public holiday.

The male gender also refers to the feminine and vice versa. Singular also refers to plural and vice versa.'

4. LIMITATION OF LIABILITY

ASATA is not formed for any purpose of gain, and no Member or any member of the Board shall be liable for any debts or obligations of ASATA save only to the extent of any unpaid subscriptions, levies or any other legitimate monies owing to ASATA.

5. BOARD OF DIRECTORS

5.1 COMPOSITION

The Board shall consist of:

5.1.1 The President of ASATA who must be a Member of the Members Section.

5.1.2 The Vice President of ASATA who must be a Member of the Members Section.

5.1.3 The Chief Executive Officer of ASATA.

5.1.4 The Treasurer of ASATA.

5.1.5 The Chairman of the Members Council.

5.1.6 Additional Member

5.2 ELECTION AND TERMS OF OFFICE OF THE BOARD OF ASATA

5.2.1 At each Annual General Meeting of ASATA a vote for a new President, Vice President, Treasurer and Additional Member must take place according to the guidelines of paragraph 9.8 of the Constitution.

5.2.2 Nominations for President and Treasurer must reach the Chief Executive Officer at least 24 (twenty-four) hours before the scheduled time of the Annual General Meeting and must be in the prescribed form as per the formal nomination document obtainable from the Chief Executive Officer. Nominations for the Vice President and Additional Member may be taken from the floor.

5.2.3 The new President, Vice President, Treasurer and Additional Member will take office immediately after the Annual General Meeting at which they are elected.

5.2.4 The Vice President, Treasurer and Additional Member who retire will be eligible for re-election.

5.2.5 The President and/or Vice President will be entitled to be present at Members Council meetings, but will have no vote at such meetings.

5.2.6 If the President ceases for any reason to hold office prior to the next Annual General Meeting of ASATA, the Vice President will automatically become President until the next Annual General Meeting. Failing the availability of the Vice President, the position for President will be put to a vote by the Board.

5.2.7 If the Treasurer ceases for any reason to hold office the Board shall co-opt a new Treasurer, who shall serve until the next AGM.

5.2.8 At no time shall the President and Treasurer be the same person.

5.2.9 The fifth Board Member, the Chairman of the Members Council, will be elected at the first Members Council meeting.

5.2.10 The President who retires will be eligible for re-election to a maximum of two additional terms.

5.3 POWERS OF THE BOARD

Subject to this Constitution and approved budgets, the Board shall have the power to do all such things as it may consider conducive to the interests and good of ASATA for the promotion of its objectives, and to:

5.3.1 appoint, remove and determine the duties, salaries and remuneration of the Chief Executive Officer and other officials, employees, agents or representatives of ASATA and to engage and pay for professional and other services;

5.3.2 purchase or otherwise acquire, and sell or otherwise dispose of, movable or immovable property of whatsoever nature and description including leasing premises;

5.3.3 receive, control, administer, invest and dispose of the funds and other assets and property of ASATA;

5.3.4 represent ASATA in its dealings with governments, governmental or other authorities or agencies, and the general public, and enter into arrangements for the benefit of ASATA;

5.3.5 open and operate banking accounts;

5.3.6 institute or defend all legal proceedings by or on behalf of ASATA, and seek legal advice from time to time;

5.3.7 appoint and dismiss Chairpersons of Standing and Ad Hoc Committees;

5.3.8 establish services for the benefit of Members;

5.3.9 co-ordinate and appraise those programmes which ASATA adopts for the benefit of its Members;

5.3.10 organise such congresses, conventions and other meetings of ASATA as are required from time to time;

5.3.11 introduce, amend or rescind such rules and regulations (not inconsistent with this Constitution) as it may consider necessary for the proper conduct of ASATA's affairs, which rules and regulations shall be deemed to form part of this Constitution;

5.3.12 in exercising their power, it is expected that the Board will consult with the relevant Council.

5.3.13 co-opt and appoint an extra person as Director to serve on the Board where additional expertise is required. This Director shall serve for a specified period as determined by the Board, but will automatically retire at the next General Meeting.

5.4 MEETINGS

The Board must meet at least four times per year.

5.4.1 The Board must meet at least four times per year;

5.4.2 In the event of a vote being tied at any Board meeting, the Chairman of such meeting will in addition have a casting vote.

5.5 QUORUM

Two thirds (2/3) of the Members of the Board shall constitute a quorum.

6. COUNCIL

6.1 MEMBERS COUNCIL

6.1.1 The Members Council shall consist of the following:

- Regional Representatives, one elected from each Region as defined in 7.1.1
- 6 Representatives, nominated from each of the Member Groupings as approved by the Board
- 2 Wholesale Representatives as nominated by the Wholesale Standing Committee.
- Additional Representatives as may be determined by the Board.

6.1.2 Members Council Chairperson and Vice Chairperson

The Members Council shall elect from amongst their Members a Chairperson and Vice Chairperson.

6.2 WHOLESALE STANDING COMMITTEE

6.2.1 The Wholesale Standing Committee shall consist of all Members who operate their business primarily as a wholesaler. The Committee will nominate two representatives who will each hold a position on the Members Council. Additionally, the Wholesale Standing Committee will hold formal meetings at least three (3) times per year. The Chief Executive Officer of ASATA shall convene and Chair such meetings.

6.2.2 The Wholesale Standing Committee shall recommend to the Board additional criteria for Membership criteria of the Wholesale division of the Membership Section.

6.3 PARTNERS SECTION

The Chief Executive Officer will convene a Partner's meeting at least twice per year.

7. MEMBERSHIP

Membership of the Members Section is open to all legal businesses and entities who comply with the definition of a Member. The ASATA Partners Section is open to all legal businesses and entities in good standing who comply with the definition of a Partner. Members and Partners belong to a region and a section..

7.1 CATEGORIES OF MEMBERSHIP

7.1.1 Members shall be contained within the following geographic regions according to their physical location.

Region 1	North West, Limpopo and Gauteng North (Centurion Northwards)
Region 2	Gauteng South (Midrand Southwards) and Mpumalanga
Region 3	Free State and Northern Cape
Region 4	Western Cape
Region 5	Eastern Cape – Port Elizabeth and surrounding areas
Region 6	KwaZulu Natal
Region 7	Foreign Members
Region 8	Eastern Cape- East London and surrounding areas

National Membership is open to all Partners of ASATA.

7.1.2 Members Section

7.1.3 Partners Section

7.2 OBLIGATIONS OF MEMBERS

Every Member and Partner shall be bound by ASATA's Constitution, Terms of Reference of their particular section and the Code of Conduct, if applicable.

7.3 APPLICATION FOR MEMBERSHIP

The form, method and terms of application for Membership shall be prescribed by the Board of ASATA.

7.4 ELECTION OF NEW MEMBERS

The Board will consider new applications that have been recommended by the Members Council (with the exception of Partner applications), which may be accepted, refused, postponed for further consideration or referred to the applicant for further information.

7.5 RESIGNATION OF MEMBERS

7.5.1 A Member or Partner wishing to resign from ASATA shall give written notice of his intention to the ASATA Chief Executive Officer on or before the 31st of March of any year, otherwise he shall be liable for his subscription for the following year.

7.5.2 If any Member / Partner shall resign then no refund shall be due.

7.6 REGISTER OF MEMBERS

ASATA shall maintain a current register of Members and Partners, including Domicilium, email address and designated duly authorised representative of that Member or Partner. The Member or Partner must notify the ASATA Chief Executive Officer in writing of any change of these details within one (1) week of any change.

Members are obligated to provide ASATA with an updated list of travel consultant details, including their names and email addresses, on a quarterly basis.

8. DISCIPLINARY CODE

8.1 OBJECTIVE

The objective of this disciplinary code is to ensure the maintenance of good order in ASATA by ensuring fair and equal treatment to all Members in terms of the Constitution, Terms of Reference and normal business practices. The disciplinary code thus serves to protect not only the consumer, but also the Members, including ASATA's management against any false or untrue allegations, claims or statements, by serving as a mechanism for preventative and corrective control with a commitment to the promotion of consistency and fairness.

8.2 AUTOMATIC SUSPENSION

The Members Section may prescribe certain instances which may lead to the automatic suspension of one of their Members until a formal disciplinary hearing is held in terms of clause 8.3.

8.3 PROTOCOL

Whenever the Members Section deems it necessary and/or provides for it in their Terms of Reference, and/or an official request for a disciplinary hearing is received from any Consumer and/or a Member of ASATA, the protocol to be observed will be as follows:

- 8.3.1 The matter will be brought to the attention of the Members Council Chairperson in writing by any concerned/involved person/party.
- 8.3.2 If that Chairperson or a single representative nominated by him is not able to resolve the matter through negotiations within fifteen (15) working days of receipt thereof, the matter must be referred to the Members Council, whose Members will sit as a Disciplinary Committee.
- 8.3.3 Whenever a matter is referred to the Disciplinary Committee, all efforts should be made to resolve the problem amicably through negotiation. The Members Council Chairperson must ensure that notice of the matter, including all written supporting documentation and claims, is forwarded to all Committee members as well as the Member in question, by email, fax or physical delivery at least ten (10) working days prior to the date of the disciplinary hearing.
- 8.3.4 In the event of an automatic suspension in terms of clause 8.2 immediate notification must be sent out in writing and or electronic media by the Chief Executive Officer of ASATA to the suspended Member advising of the following:
 - 8.3.4.1 The full name of the relevant Member;
 - 8.3.4.2 The fact that the Member was automatically suspended in terms of clause 8.2 of the Constitution.

8.3.4.3 The date set for a formal Disciplinary Committee hearing to be held in terms of clause 8.3;

8.3.4.4 No other details of any matter may be generally announced or published at this stage.

8.3.5 The Disciplinary Committee shall, other than automatic suspension, only hear cases referred to them within the time frames as set out in 8.3.2 and 8.3.3.

8.3.6 Any matter, including hearings before the Disciplinary Committee, may be tape recorded by any party and/or person requested to be present at any meeting under this disciplinary code, but individuals and/or Members will only be permitted to record proceedings for the duration of their personal appearance.

8.3.7 All Members agree that it is desirable to resolve any differences between them as individuals and/or ASATA and/or its Members Council amicably through negotiations and they agree to use their best endeavours to achieve such resolution.

In the event however, of Members not being able to resolve their differences amicably and only after all processes provided for in this disciplinary code have also been exhausted, will a party have the right to refer the matter to ASATA's Board for mediation or arbitration.

8.3.8 No meeting held under the disciplinary code will be open to the public or other Members unless individuals are specifically called to attend in terms of any provision of this code.

8.4 DISCIPLINARY COMMITTEE, HEARINGS, PROCEDURES & ARBITRATION

8.4.1 The Disciplinary Committee must consist of at least the following Members who will all carry only one (1) vote (with equal weight): -

8.4.1.1 The Chairperson of the Members Council who will act as presiding officer;

8.4.1.2 Two (2) other Members of the Members Council;

8.4.1.3 A single willing representative from the Members Council nominated by the person/party appearing before the Disciplinary Committee – such nominee must not have any relationship (i.e. family or direct business) with the person appearing before the Committee;

8.4.2 Other parties such as legal advisors may be included as part and/or members of any Disciplinary Committee if the standing Members so wish, but such persons will not be entitled to vote at any sitting of such Committee.

The Disciplinary Committee may at any time appoint a sub-committee to assist them in resolving an issue brought before them, but again such persons will not be entitled to vote.

- 8.4.3 Any Member and/or person required to appear before the Committee will be given at least ten (10) working days written notice (by registered mail, fax or physical delivery) of the date, time and place of any meeting of the Disciplinary Committee.
- 8.4.4 Any Member and/or person required to reply to any statement and or allegation and/or charge will also, in the notice referred to in clause 8.4.3 above, be provided with written details of the case against him. Such a person must be given free access to (and /or copies of) any physical evidence (such as witness statements, letters, etc) in the possession of the Disciplinary Committee, which may be used against him.
- 8.4.5 If requested and judged to be relevant, the Disciplinary Committee will have access to any privileged and/or confidential documents and/or information lodged by any Member with, or held by ASATA and/or the Members Council for whatever reason. The decision as to the relevance of such documents will lie solely and exclusively with the Members Council Chairperson, who may choose at his own discretion to provide only relevant (certified by him) extracts from documents.
- 8.4.6 After their appointment in terms of clause 8.4.1, any and all documents and/or information gathered and/or viewed and/or known to the Committee (including individual Members) will be treated as strictly confidential and can only be used to decide on the matter in front of the Disciplinary Committee. If at any time (other than conditions provided for in clause 8.4.5) a Member of the Disciplinary Committee, or otherwise is found to have used and/or distributed and/or published (in any way or form) and/or announced such information (outside of the Disciplinary Committee) he will immediately be expelled from that Disciplinary Committee
- 8.4.7 Any Member called to appear before a Disciplinary Committee shall be entitled to attend the meeting in person and with his legal representative, if any, or where the Member is a company, partnership, association or other body of persons, corporate or incorporate, or a trust, then through such organisation's authorised representative and/or legal representative. The Members Council Chairperson must receive a list (by fax or otherwise) of the names and capacity of all individuals who will attend such meeting on behalf of a Member no later than twenty four (24) hours before the time stipulated for the meeting or attendance will automatically be limited to a single representative from the Member. The duty to ensure that the Members Council Chairperson receives such list lies with the Member called to appear before the Disciplinary Committee.
- 8.4.8 Parties referred to in clause 8.4.3 shall always be given a reasonable opportunity of replying in full to any allegations, statements, etc. as and must be given the opportunity of stating their case to the Disciplinary Committee.
- 8.4.9 The Member appearing before the Committee will be entitled to testify, to bring his own witnesses and to cross examine any witnesses heard by the Disciplinary Committee and/or question any evidence used or referred to by such committee.

- 8.4.10 When all the evidence concerning the incident has been considered and all applicable parties have been heard, the Disciplinary Committee must only decide (in camera) whether the Member is innocent or guilty by way of secret ballot on each individual issue.
- 8.4.11 All individual matters/charges must be decided with a two third (2/3) majority vote (based on the total number of Members of the Disciplinary Committee eligible to vote). Where such majority is not obtained, an automatic finding of innocent must immediately be recorded for such individual matter.
- 8.4.12 If the Member is found guilty on any or all issues, the Disciplinary Committee shall, before deciding the disciplinary action as set out in clause 8.5 allow the Member or his representative to make a final representation to them.
- 8.4.13 Only after having considered all the circumstances, shall the Committee decide on a suitable disciplinary penalty as provided for in clause 8.5 through any majority vote (based on the total number of Members of the Disciplinary Committee eligible to vote).
- 8.4.14 The Disciplinary Committee must retain all correspondence and other documents relating to this matter and keep all minutes of the meetings, either the original or in a reproduced form for a period of three (3) years from the day of final judgment.
- 8.4.15 The Disciplinary Committee must publish their final decision as per clause 8.4.13 within ten (10) days on any matter referred to them to all Members stating the following: -
- 8.4.15.1 The Member's full details;
 - 8.4.15.2 The matter(s) on which a Member was found guilty as per clause 8.4.13;
 - 8.4.15.3 The penalty per individual case as applicable.
- 8.4.16 A full written report must be sent to the Member stating the facts with reasons for the findings. The report will be forwarded to the designated duly authorised email address, as described in clause 7.6, within twenty four (24) hours of a final decision being made.

8.5 PENALTIES AND RELATED ISSUES

- 8.5.1 Where a Member has appeared before the Disciplinary Committee and the Disciplinary Committee finds the Member guilty, the Disciplinary Committee shall in accordance with clause 8.4.13 be entitled to summarily expel and/or fine and/or reprimand such Member.
- 8.5.2 A Member suspended from Membership (including automatic suspension) shall for all purposes be deemed to be a non-Member during the period of such suspension.

- 8.5.3 Should a Member be suspended or expelled then no refund of entrance or subscriptions shall be due to such Member.
- 8.5.4 In suspending a Member (other than automatic suspensions, where the Member will remain suspended until the Disciplinary Committee reaches a final decision as referred to in clause 8.4.15), the Disciplinary Committee shall lay down the period of suspension, but this will not exceed three hundred and sixty six (366) days.
- 8.5.5 The amount of the fine imposed upon a Member may be ten thousand Rand (R10,000.00) in respect of each count plus legal and professional costs as incurred on a case by case basis.
- 8.5.6 Suspended Members will automatically be re-admitted as full Members when the period of their suspension (as per clause 8.5.4) has expired.

8.6 RIGHT OF APPEAL

Any Member who has appeared before a Disciplinary Committee and has received written notification of the outcome of such hearing as provided for in clause 8.4.16 will have the right to appeal (in writing) to the Board of ASATA for arbitration if such Member believes the decision of the relevant Disciplinary Committee was incorrect (based on the available facts). Such written request must reach the Chairperson of the Disciplinary Committee. Such submission for arbitration to the Board will be heard by a relevant Member of the Board to be agreed upon by both parties (i.e., the penalised Member and the relevant Disciplinary Committee), or if they cannot agree upon such a person, then for judgment by two arbiters (chosen from the Board) of whom one is appointed in writing by each party. In cases where there is a dispute between the arbiters, it must be referred to a referee (appointed in writing by the arbiters before they entered the dispute, not necessarily being a Member of the Board or for that matter of ASATA, and such person's decision shall be binding on both the parties. The manner and form in which the dispute is to be resolved will fall within the sole discretion of the arbiter(s), who may also determine the time and place for hearings to take place. The arbiter is to reach a decision within thirty (30) days of receiving instructions.

A referee shall have the right to remuneration as agreed upon before receiving instructions. Any arbitration as described in the above shall be subject to, and executed in terms of the rules as prescribed by the Arbitration Foundation of South Africa.

8.7 GENERAL

A Member or Partner who is in arrears of payment of subscriptions or of any levy imposed in terms of Clause 10 shall, after a period of 15 days of such subscription or levy becoming due and payable be advised by email to the registered address, as per clause 7.6, that payment shall be received within 21 days of such instruction, failing which the Membership of such Member or Partner shall be terminated and such Member or Partner would have to re-apply for Membership.

9. GENERAL MEETINGS

9.1 ANNUAL GENERAL MEETINGS

9.1.1 ASATA

An Annual General Meeting of ASATA shall be held once in every year at such time and place as may be determined by the Board.

9.1.2 REGIONS

An Annual General Meeting for each ASATA Region (*excluding Region 7*) shall be held once in every year at least fourteen (14) working days prior to the Annual General Meeting of ASATA

9.2 EXTRAORDINARY GENERAL MEETINGS

Extraordinary meetings of ASATA may be convened at any time by the Board. Extraordinary meetings shall also be called within fourteen (14) working days after receipt by ASATA of a written request stating the objectives of the meeting and signed by no fewer than fifteen (15) Members.

The following rules in point 9.2 through 9.8 applicable to Annual General Meetings also apply in the event that an Extraordinary General Meeting takes place.

9.3 NOTICE

Notice of any Annual General Meeting specifying the place, the day and the hour of the meeting and the specific nature of the business shall be sent by email to the registered email address at least fourteen (14) working days before such meeting and notice shall then be deemed to have been properly and sufficiently given.

9.4 REPRESENTATIONS OF MEMBERS

At any meeting of ASATA where any individual purports to be the duly authorised representative of a Member, the Chairperson of such meeting shall be entitled to challenge the authority of such individual and unless such individual can satisfy the Chairperson concerned that he is in fact properly authorised, such individual shall have no right to attend, speak or vote at such meeting and shall furthermore not be counted for the purposes of a quorum at such meeting.

9.5 QUORUM

9.5.1 No business shall be transacted at any Annual General Meeting of ASATA unless a quorum is present at the time when the meeting proceeds to business. Subject to 9.5.3 twenty five (25) of the paid-up Members in person shall constitute a quorum for all General Meetings of ASATA. For Regional Annual General Meetings a quorum shall constitute twenty percent (20%) of the paid-up Members /Partners for that Region.

9.5.2 For the purposes of 9.5.1 "Member" shall, where any single legal persona has two or more branches/offices registered as Members, mean that single legal persona so that, regardless of how many Member branches/offices a legal persona has, he shall count only once for the purposes of constituting a quorum.

9.5.3 If within sixty (60) minutes after the time appointed for the meeting a quorum is not present, the meeting, if convened upon a requisition of Members, shall be abandoned. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or if it be a holiday, to the next succeeding business day, and at such adjourned meeting those Members present shall constitute a quorum.

9.6 ADJOURNED MEETINGS

The Chairperson may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left over and unfinished at the meeting for which an adjournment took place. No business shall be transacted at any meeting adjourned in terms of clause 9.5.3 other than business on the original agenda.

9.7 CHAIRPERSON OF MEETINGS

The President of ASATA, or in his absence, the Vice President of ASATA shall preside at every Annual General Meeting of ASATA.

9.8 VOTES

9.8.1 At all Annual General Meetings of ASATA each Member and / or Partner present in person shall on a show of hands, have one vote. Provisional Members have no vote at Annual General Meetings of ASATA.

9.8.2 At any Annual General Meeting a resolution put to the vote shall be decided on by a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands. In the event of a Poll, all proxies correctly signed and lodged in accordance with Clause 9.8.4.4 will be counted.

9.8.3 If a poll is demanded, it shall be taken in such a manner as the Chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

9.8.4 On a poll, but subject to 9.8.2 votes may be given either personally or by proxy. The following provisions shall relate to proxies:

9.8.4.1 any Member and / or Partner may appoint a proxy who shall be a Member and / or Partner, or a representative of a Member and / or Partner to attend, speak, and on a poll, to vote, at any Annual General Meeting. The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to demand, or join in the demanding of a poll;

- 9.8.4.2 the instrument appointing a proxy shall be in writing under the hand of the appointed;
- 9.8.4.3 the Chief Executive Officer shall, in relation to any Annual General Meeting at which an amendment to the Constitution is to be proposed and/or an election for Members and / or Partners of the section committees is to be held, send to each Member and / or Partner with the notice convening the meeting, a form of proxy complying with the provisions hereof but nothing in this sub-paragraph contained shall deprive a Member and / or Partner from submitting a proxy, in the prescribed form, in respect of other business to be conducted at Annual General Meetings;
- 9.8.4.4 the instrument of proxy shall be valid only if completed in all respects and it is in the hands of the Chief Executive Officer (in the case of Annual General Meetings of The Association), at least forty eight (48) hours before the appointed time of the meeting.
- 9.8.5 In the case of equality of votes, whether on show of hands or on a poll, subject to 9.8.1, the Chairperson of the meeting shall be entitled to a second or casting vote.
- 9.8.6 No resolution shall be passed unless a majority of the votes are in favour of it, provided that no amendment to this Constitution shall be passed unless two-thirds (2/3) of the votes on the resolution are in favour of it.

9.9 AMENDMENTS TO THE CONSTITUTION

Any amendments to this Constitution shall be proposed by the Board or by no fewer than fifteen (15) Members and / or Partners. Fourteen (14) working days written notice of the meeting shall be given to all Members, and Partners which notice shall include full details of the proposed amendments.

10. FINANCIAL

10.1 ENTRANCE FEES

Entrance fees shall be set by the Board and be payable by every Member and / or Partner upon admission to ASATA.

10.2 SUBSCRIPTIONS

There shall be an annual subscription levied against all Members and / or Partners. The annual subscription is to be set by the Board for approval at the Annual General Meeting. Each Member and / or Partner shall be liable for the subscription.

10.3 SUBSCRIPTION DUE DATE

Subscriptions shall be due and payable on the first (1st) of April of each year. A Member and / or Partner who is admitted to ASATA on or after the first (1st) of April of any year, but before first (1st) of October in that year shall upon admission pay the whole of the subscription for the current year. A Member or Partner who is admitted after October first (1st) shall in that year pay half the annual subscription.

10.4 LEVIES

Levies may be imposed by the ASATA Board against Members and/or Partners from time to time.

10.5 ACCOUNTING

10.5.1 Subscriptions and entrance fees shall be payable to ASATA.

10.5.2 ASATA shall not distribute any of its profits or gains to any person and shall utilise its funds solely for investment or in pursuance of the objectives for which it has been established.

10.5.3 Proper accounts of ASATA shall be kept and shall be open for inspection at any reasonable time upon application to the Chief Executive Officer by the respective Council Chairperson or by any Director of the Board.

10.5.4 Within six (6) months after the close of each financial year, the balance sheet, revenue and expenditure account shall be prepared and, having been duly audited and certified, shall be submitted to the Board for approval.

10.5.5 A revenue and expenditure budget shall be prepared by the Treasurer for the ensuing year and submitted to the Board for discussion at the (last) Board meeting prior to the Association Annual General Meeting.

10.5.6 The audited accounts and budget referred to in 10.5.4 above shall be submitted for approval by the Members and Partners at the ASATA Annual General Meeting.

10.6 EXPENSES

Every Member of the Board and/or Council and/or co-opted Committees shall be entitled to reasonable travel expenses:

10.6.1 for attendance of Board or Council/Committee meetings, with the exclusion of the Annual General Meeting. Reasonable allowances will be prescribed by the Board from time to time.

10.6.2 on such other occasions as the Board may decide.

10.7 FINANCIAL YEAR

The financial year of ASATA shall be 1 April to 31 March.

11. DISSOLUTION

- 11.1 ASATA may be dissolved if at a General Meeting of ASATA convened in terms of 9.2, and of which notice is given in terms of 9.3, of a resolution for such dissolution
- 11.2 On the dissolution of ASATA its assets shall be distributed in terms of the Companies Act, 61 of 1973, and in the following order:
 - 11.2.1 payment of its debts;
 - 11.2.2 refunding the unexpired portion of Members and / or Partners subscriptions;
 - 11.2.3 the remainder to a company, society or association in the Republic of South Africa, which is itself exempt from tax and, with objectives similar to those of ASATA.

12. ANNEXURES

The following documents that may be added to, deleted, and / or amended from time to time will form Annexures of this Constitution:

- 12.1 ASATA Code of Conduct (not applicable to Partners)
- 12.2 Members Section Terms of Reference (Retail Travel Agents and Wholesalers)
- 12.3 ASATA Advertising Guidelines

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