



ASATA TRAVEL PARTNERS (ATP)

TERMS OF REFERENCE

1. NAME

ASATA TRAVEL PARTNERS (hereinafter referred to as 'ATP') shall mean any legal entity or division thereof that owns, operates or provides, but without acting as an agent for the end product of travel or tourist related services within one or more of the categories of 'MEMBERSHIP' and whose application has been approved by the Council.

ADMINISTRATION

The offices of the ATPC (ASATA TRAVEL PARTNERS COUNCIL) shall be situated in the REPUBLIC OF SOUTH AFRICA.

These Terms of Reference and the rights and obligations of ASATA Travel Partners shall be governed by the Laws of the Republic of South Africa.

MISSION STATEMENT

To act as the representative body for the ASATA Travel Partners in South Africa and to play a definitive role in matters affecting the environment in which its business is conducted, to promote the knowledge and professionalism of its industry and its successful, continuing operation in a free market economy.

2. OBJECTIVES

The objectives of ATP are:

- * to further and secure the interests of the ATP and its travel industry partners;
- * to reflect the consensus of its members and present their views to all sectors of the public, the Government and the business community and in particular the travel industry;
- * to act on behalf of its members in deliberations and negotiations with other sectors of the travel industry;
- * to continually assess and evaluate the needs of its members with a view to providing them with meaningful services and benefits;
- * to consider and promote the highest standards of professionalism and ethics to its members in their dealings with the public and each other and all other parties in the travel industry;

- * to promote training within those sectors of the travel industry falling within the scope of the ATP;
- * to consider all legislation and/or proposed legislation brought to its notice, affecting or likely to affect the Travel Partners and to take such action considered to be in the interest of its members;
- * to play a role in the South African and international community of the travel industry.

3. **DEFINITIONS**

‘ASATA’ means the Association of South African Travel Agents (the “Association”).

‘Branch’ means a wholly owned location of a member.

‘Change of Ownership’ means any change in the ownership and/or shareholding and/or interest and/or financial participation of a member.

‘Constitution’ means the ASATA Constitution , the annexures thereto and any other agreements and/or conventions entered into by ASATA on behalf of its members.

‘Council’ means those persons elected from time to time from their own ranks as office bearers by members of the ATP.

‘Members’ means any legally constituted business or legal persona or branch or subsidiary of that business whose membership has been approved by the ATPC.

‘Principal’ means any business, or division thereof that owns, operates or provides, but without acting as agent for an end product of a travel or tourist related service, inter alia air, sea, rail, transport operators, tour operators, GSAs, accommodation establishments and vehicle operators.

‘Travel Industry’ means the industry, the participants who are engaged in serving the public by way of selling the services of travel and tourism principals, developing and operating inclusive tours, or acting as representatives for principals providing travel and tourist facilities, related products and services.

4. **MEMBERSHIP**

The ATP membership structure shall comprise of members in the following categories for the time being:

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|---|---|----------------------|
| Accommodation | - | Reservation Services |
| Airlines | - | Principals |
| Car Rental | | |
| Coach Operators | | |
| Cruise Lines / Passenger Ships | | |
| Education & Training | | |
| Embassies / High Commissions / Consulates | | |
| Financial Institutions | | |
| Foreign Trade Associations | | |
| Game Parks / Lodges | | |
| General Sales Agents | | |
| Insurance | | |

Meetings, Incentives, Conferences and Events Organisations (MICE) or
Professional Conference Organisers
Passenger Railways
Publicity Associations
Technology
Travel Media

4.1 **Obligations of Members**

Every member shall comply with and be bound by this document and the Code of Conduct applicable and any conventions, legislation for the time being in effect, which Codes of Conduct and conventions shall be deemed to be part of the ATP Terms of Reference. Should there be any clash in interpretation the ASATA Constitution will take preference.

4.1.1 A member shall meet and comply with the promises and offers made in any advertising and that advertising shall at all times be ethical and not intentionally misleading. The ASATA logo, where appropriate, shall feature on any display advertising that is larger than an area of 10 (ten) column centimetres.

4.2 **Applications for Membership**

Additional information must be provided if requested by the ATPC. A final decision as to whether the applicant has sufficient qualified staff will be at the discretion of the COUNCIL. An audit report must be submitted with the applicant's completed and signed application form for membership.

The form, method and terms of application for membership shall be drafted by the Council except for the following criteria whether contained or explicitly stated therein or not, which will be compulsory:

4.2.1 Any Applicant for membership must have traded/operated for a minimum of one full financial year before application can be made to join the ATP.

4.2.2 Application for membership shall be made in writing to the Council. All Applicants must complete the membership application form as drafted by the Council. Such application form must be signed by the Applicant whereby such Applicant must agree to abide by the Association's Constitution and these Terms of Reference.

4.3 **Resignation of Members**

A member wishing to resign as a member of ATP shall give written notice of his intention to the Council on or before 31 December of the relevant year or otherwise be liable for the subscription for the following financial year. If any member resigns, the entrance fee nor subscription shall be refundable.

4.4 **Register of Members**

4.4.1 ASATA shall keep a register of members together with such other particulars required by its Board or the ATPC.

4.4.2 Every member shall register an address with ASATA where all notices, minutes and other documents shall either be electronically mailed, transmitted by

facsimile, delivered or posted by registered mail to such address and shall be deemed to have been received. Should the member wish to change this address, then he must do so in writing to ASATA and this will be effective only if ASATA has acknowledged receipt of such notice.

4.5 **Suspensions**

Any MEMBER who fails to timeously supply its audit report, as required for membership, will be given 14 days written notice to rectify this default. Should the MEMBER fail to comply with these requirements within such 14 days, he will then automatically be suspended and would then be called to a disciplinary hearing by the Board. Suspension procedures will always be as per the guidelines set out in the Disciplinary Code of ASATA.

4.6 **Obligations of Members**

Every MEMBER of ATP shall comply with and be bound by these Terms of Reference as well as the Constitution of ASATA and in particular will comply with the following:

4.6.1 **Staffing Criteria**

The staff at the place of business will consist of at least one full time person who within three years of commencement of employment in that office has had at least two years' practical and relevant experience in the respective industry that application is being made.

4.6.2 **Ethics**

Members will create and maintain the highest possible standard of integrity amongst members of ATP in their dealings with the public, their principals and each other. To regulate members' dealing with the public, their principals and each other. To promote training for any DEVELOPMENT MEMBER.

4.6.3 **Code of Conduct**

Members will adhere at all times to the CODE OF CONDUCT.

4.6.4 **Financial Statements**

All members shall ensure that any interim or year-end audit of financial statements required by ATP from that MEMBER is done and submitted by a qualified auditor, regardless of the legal status of that members business or Company.

4.7 **Infringements of the Code**

Any MEMBER guilty of an infringement of the Terms of Reference shall be subject to the Disciplinary Code in the ASATA Constitution.

5. **DISCIPLINARY CODE**

5.1 The Disciplinary Code, as prescribed in the Constitution of ASATA will be binding upon the Council and ATP.

- 5.2 A member suspended from membership shall be deemed to be a non-member during the period of such suspension for all purposes and this information shall be made public.

6. ATP COUNCIL

6.1 Composition

The Council shall consist of 8 (eight) members elected at an Annual General Meeting of its members. The elected Council members shall appoint a Chairperson and Vice Chairperson.

The Council will comprise of 8 (eight) members drawn from the categories listed in point 4 (four).

One member shall represent the ATP in each Region as defined in the Constitution. The regional representative need not be an elected member but shall be appointed by the Council. In the event of a Council member not being able to participate in the Council meeting, the ATPC may invite a representative from that particular industry to attend on their behalf. Council members who do not attend for 3 (three) consecutive meetings will forfeit their position on the Council.

6.2 Election

6.2.1 Nominations for the Council must be submitted in writing to the Chief Executive of ASATA by a member. ATP may table nominations for consideration at an Annual General Meeting.

6.2.2 Any nominee who does not wish to stand for election may withdraw their nomination at any time prior to the election.

6.2.3 A ballot will be taken in the event of nominations exceeding the prescribed numbers as set out in 6.1 above. The Chief Executive of ASATA or his duly appointed alternate shall act as scrutineer.

6.2.4 The Chief Executive of ASATA or the duly appointed alternate shall announce the members elected to serve on the Council.

6.3 Powers of the Council

Subject to the ASATA Constitution, the Council shall have the power to do all such things as it may consider conducive to the interests and good management of the ATP for the promotion of its objectives, and to:

6.3.1 appoint a person or body to handle the secretarial needs of the ATP,

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

6.3.3 receive, control, administer, invest and dispose of the funds and other assets and property of the ATP,

6.3.4 open and operate banking accounts,

- 6.3.5 establish services for the benefit of members,
- 6.3.6 organise such congresses, conventions, workshops and other meetings of the ATP as may be required from time to time,
- 6.3.7 introduce, amend or rescind such Rules and Regulations (not inconsistent with this document) as it may consider necessary for the proper conduct of ATP's own affairs, which Rules and Regulations shall be deemed to form part of ASATA's Constitution. Should there be any clash in interpretation then the Constitution will take preference,
- 6.3.8 to mediate in disputes between its members on request,
- 6.3.9 to conduct disciplinary hearings not inconsistent with Clause 5,
- 6.3.10 to determine annual subscriptions, annual fees and/or levies as may be required from time to time.

6.4 **Meetings**

Council meetings shall take place at least 4 (four) times each year. The Council shall have the right to call additional meetings if and when required as well as meetings of the full membership.

6.5 **Quorum**

5 (five) members shall constitute a quorum for Council meetings. Twenty-five percent of the members shall constitute a quorum for General Meetings of the ATP.

7. **DISQUALIFICATION AND DISCIPLINE**

The Council may invoke the Disciplinary Code of the ASATA Constitution and procedure in the instances listed below. A member may be summarily expelled and/or suspended and/or fined and/or reprimanded by the Council in inter alia the following circumstances:-

- 7.1 The member ceases to hold qualification necessary for membership,
- 7.2 The member fails to pay his subscription or levy or any other amounts agreed to by resolution of a General Meeting within 21 (twenty-one) days after posting an invoice to them by registered mail requesting such payment,
- 7.3 The member has been found guilty by a Court of Law of an offence in terms of the Laws or Regulations applying to the industry,
- 7.4 A Final Liquidation Order has been granted by a Court of Law,
- 7.5 The Council is of the opinion that the member is guilty of conduct, whether by way of commission or omission, prejudicial to the interests of the Association and/or its members,
- 7.6 The Council has sufficient and well-grounded evidence to justify its belief that a member is unfit to continue trading as a member of the ATP,

- 7.7 Should a member be suspended or expelled then no refund of entrance fees or subscriptions shall be due to such member.

8. GENERAL MEETINGS

8.1 Annual General Meeting

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

8.2 Extraordinary General Meetings

Extraordinary General Meetings of ATP may be convened at any time by the Council. 21 (twenty-one) days written notice must be given by the Council.

8.3 Notice

Notice of any General Meeting specifying the place, the day and the hour of the meeting and the specific nature of the business shall be posted at least 21 (twenty-one) days, e-mailed or faxed at least 14 (fourteen) days before such meeting and shall be deemed to have been properly and sufficiently given. All ATP members may agree in writing to a shorter notice period for a specific meeting.

8.4 Representation of Members

At any meeting of ATP where any individual purports to be the duly authorised representative of a member by written proxy, 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 they are in fact properly authorised, such individual shall have no right to attend, speak or vote at such meetings and shall furthermore not be counted for the purposes of a quorum at such meetings.

8.5 Quorum

8.5.1 No business shall be transacted at any general meeting of ATP unless a quorum is present at the time when the meeting proceeds to business. Subject to 8.5.2 twenty-five percent of members, personally present, or in the case of corporate members present through the personal presence of a duly authorised representative, shall constitute a quorum for all general meetings of the ATP.

8.5.2 For the purpose of 8.5.1 where any single legal person has two or more branches registered as members, he shall count only as one member for the purposes of constituting a quorum.

8.5.3 If within 60 (sixty) minutes after the time appointed for the meeting a quorum is not present, the meeting shall be abandoned and 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 (Monday to Friday) and at such adjourned meeting those members present shall constitute a quorum.

8.6 Adjourned Meetings

The Chairperson, 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 Section 8.5.2 other than business on the original agenda.

8.7 Chairing of Meetings

The Chairperson of the Council, or in his absence, the Vice Chairperson shall preside at every General Meeting of the ATP.

8.8 Votes

8.8.1 At all General Meetings of ATP each member present in person or by proxy shall, on a show of hands or on a poll, have one vote, so that where a member has two or more branches which have been admitted to membership, he shall have one vote for each such member branch; provided that all the votes of a member with two or more branch members shall be cast by the member, or his proxy, if that member is an individual, and if he is not an individual, shall be cast by that member's duly authorised representative or proxy.

8.8.2 At any General Meeting a motion 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.

8.8.3 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.

8.8.4 On a poll, but subject to 8.5.1 and 8.5.2, votes may be given either personally or by proxy. The following provisions shall relate to proxies:

- (a) any member may appoint a proxy who shall be a member, or a representative of a member to attend, speak and on poll, to vote, at any General Meeting. The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to demand, or to join in the demanding of a poll;
- (b) the instrument appointing a proxy shall be in writing under the hand of the appointer and may be held in the form of a facsimile or email;
- (c) the instrument appointing a proxy shall be in the form of Annexure 'A' of the ASATA Constitution;
- (d) ATP shall in relation to any General Meeting at which an amendment to the Terms of Reference is to be proposed and/or an election for members is to be held, send to each member 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 from submitting a proxy, in the prescribed form, in respect of other business to be conducted at General Meetings;
- (e) the instrument of proxy shall be valid only if completed in all respects and if it is in the hands of the Chairperson (in the case of General Meetings of the Association at the commencement of the meeting).

8.8.5 In the case of equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a second or casting vote.

8.8.6 No resolution shall be passed unless a majority of the votes subject to 10.1 on the resolution are in favour of it, provided that no amendment to these Terms of Reference shall be passed unless two-thirds of the votes on the resolution are in favour of it.

8.9 Amendments to the Constitution

8.9.1 Any amendments to this document shall be proposed by a member and be considered at a General Meeting of members.

8.9.2 Any proposed amendments to the Codes of Conduct / Membership Criteria may be submitted by any member to the Council and after consideration thereof the Council shall by a two-thirds majority decide whether or not to approve that amendment and the decision of the Council shall be final. Failing such approval at a duly constituted Council meeting, the proposed motion shall fail.

9. FINANCIAL

9.1 Administration Fee

A non-refundable administration fee is to accompany all applications for membership. The administration fee shall be set by the ASATA Board annually for approval at the Annual General Meeting.

9.2 Entrance Fee

An entrance fee equivalent to the annual subscription will be levied against all approved new membership applications and is a once-off fee.

9.3 Subscription

There shall be an annual subscription levied against an ASATA Travel Partner. The subscription to be set by the ATPC annually for approval at the Annual General Meeting.

Each registered ATP shall be liable for the subscription. Subscriptions shall comprise amounts to fund the ATP and Regional activities and administration. A subscription shall also be payable by an ATP to ASATA.

9.2.1 Subscription due date

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

9.2.2 Levies

Levies may be imposed on members from time to time. They may be imposed on members of Regions or on all members. If on Regions then it shall be proposed by the ATPC and be agreed to by a majority of the members of that particular region.

If imposed on all members, then it shall be proposed by the ATPC and agreed to by a majority of the members of the ATP voting at a General Meeting of the ATP.

In every case, notice of the resolution to impose the levy shall be included in the notice of the meeting. The resolution shall advise the date on which such levy shall become due and payable.

9.3 **Expenses**

Every member of the ATPC shall be entitled to reasonable travelling and hotel expenses:

9.3.1 in attending ATPC Meetings, except at the time of Annual General meetings;

9.3.2 on such other occasions as the Section may decide.

9.4 **Limitation of Liability**

The ATP is not formed for any purpose of gain, and no partner shall be liable for any debts or obligations of the ATPC save only to the extent of any unpaid subscriptions.

9.5 **Books**

The Books to be kept by ATPC shall include:

9.5.1 Minutes Book

9.5.2 Asset Register

9.5.3 Such other books and records as the Council may from time to time decide.

10. **DISSOLUTION**

10.1 ATP may be dissolved if at any Extraordinary General Meeting convened in terms of 8.2 and of which notice is given in terms of 7.3, a resolution of such dissolution is passed by a number of votes cast by the members present, or represented, at the meeting, that is equal to at least two-thirds of the aggregate number of votes exercised at the time by all the members, whether or not they are present, or represented at that meeting.

If there be no quorum at such meeting, then the meeting shall stand adjourned to the same day in the next week at the same time and place, or if it be a public holiday, to the next succeeding day, and the members attend such adjourned meeting shall constitute a quorum.

10.2 On the dissolution of ATP its assets shall be distributed in the following order:

(i) firstly, in payment of its debts;

(ii) secondly, in refunding the unexpired portion of members' subscriptions; and

- (iii) thereafter, the remainder to a company, society or association in the Republic of South Africa which is itself exempt from tax and with the objectives similar to those of ATP.

11. INTERPRETATION

All questions of interpretation of the Terms of Reference, the Codes of Conduct and any other addenda, regulations or schedules which form part of the ASATA Constitution upon which the Constitution or any such parts of the Constitution are ambiguous or silent and which, in the opinion of the Council, are reasonably required, shall be settled and decided by the Council whose decision shall be final and binding on all members. The Council, if deemed necessary, may take legal advice before giving its interpretation.

In these Terms of Reference words implying the singular, shall include the plural and vice versa, words importing one gender shall include the other gender and references to natural persons shall include created entities (corporate or incorporated) and vice versa.

12. APPLICATION FORM

The ATP membership application form, which may be amended from time to time, forms ANNEXURE A of these Terms of Reference.