



ASSOCIATION OF  
SOUTHERN AFRICAN TRAVEL AGENTS

**CONSTITUTION**

## **1. GENERAL**

### **1.1 NAME**

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

### **1.2 LEGAL ENTITY**

ASATA is a Voluntary Association governed by a Constitution which has been written by the Members. It is a product of the common law but not regulated by the State.

### **1.3 ADMINISTRATION**

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

### **1.4 MISSION STATEMENT**

#### **1.4.1 Vision**

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

#### **1.4.2 Mission**

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

### **1.5 CODE OF CONDUCT**

1.5.1. 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.

1.5.2. ASATA is not knowingly and will not knowingly become a party to, and does not knowingly and will not knowingly permit itself to be used as part of, an impermissible avoidance arrangement contemplated in Part IIA of chapter III, or a transaction, operation or scheme contemplated in section 105(5) of the Income Tax Act.

## **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 AND 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 or Members Advisory Forum established for specific purpose or empowered to act in terms of an authority and instructions set by the empowering 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 Southern African Travel Agents.
"ASATA TRADEMARK"	means the ASATA logo and slogan/s and should always be obtained from original digital art works as provided by ASATA. The ASATA logo and slogan/s are registered trademarks and may only be used by ASATA Members.
"BOARD OF EXECUTIVES"	means those persons elected from time to time holding office as Members in terms of clause 5. Hereafter referred to as the "Board"
"BOARD NOMINATIONS COMMITTEE" OR "BNC"	the current President of the Board, the Vice President, two (2) Board members from the Members Section and may include one co-opted, independent Board member
"BUSINESS DAY"	A business day is considered every official working day of the week. These are days between and including Mondays to Fridays and do not include public holidays and weekends.
"BUSINESS HOURS"	Business hours are the hours within the day in which business is commonly conducted and does not include public holidays and weekends.
"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.
"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.
"DATA SUBJECT"	shall have the same meaning as set out in the Protection of Personal Information Act, 4 of 2013;
"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 a travel business in good standing whose Membership has been approved by the Board without limitations and whose core business is acting as a Travel Agent or a Wholesaler.
"PARTNER"	means a supplier in good standing and whose Membership has been approved by the Board without limitation.
"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. The President of ASATA must be a Member of the Members Section, must have time to devote to the office of President and must have Management skills in Corporate Governance, Finance and Communication.
"REGION"	means the geographical areas as set out in paragraph 7.1.1.
"REGIONAL CHAIRPERSON"	means the person duly elected by the Regional forum.
"REGIONAL FORUM"	means representatives duly elected by Members in their respective Regions during a formal meeting held prior to the Association Annual General Meeting.
"TRAVEL AGENT" / INTERMEDIARY	means any business selling, both domestic and international travel products and / or services to the consumer or corporate on behalf of suppliers. These businesses focus predominantly on the outbound market.

Intermediary as defined by the CPA

Representing another person with respect to the actual or potential supply of any goods or services.

Offering to sell to a consumer, soliciting offers for or selling to a consumer any goods or property that belongs to a third person, or service to be supplied by a third person, but does not include a person whose activities as an intermediary are regulated in terms of any other national legislation.

"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.
"SOUTHERN AFRICAN MEMBER"	means a travel business in good standing whose Membership has been approved by the Board without limitations and whose core business is acting as a Travel Agent, Wholesaler or supplier and whose travel business is based in Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe
"TERMS OF REFERENCE"	means the rules and regulations set out and determined by the Board 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.
"TREASURER"	means the person elected by the Members at the Annual General Meeting of ASATA. The Treasurer of ASATA must be actively engaged in the travel industry and must have time to devote to the office of Treasurer. Preferably hold a professional qualification e.g. CA. (SA), BCOM etc.
"WHOLESALE"	means those operators who package travel products and / or services largely to the travel agents to sell to the Consumer, or for direct sales to the Consumer.
"WHOLESALE MEMBERS FORUM"	comprises of wholesale Members as set out in 6.2.1.

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 EXECUTIVES**

##### **5.1 COMPOSITION**

The Board shall consist of:

- 5.1.1 A President, who must be a Member of the Members Section.
- 5.1.2 A Vice President, who must be a Member of the Members Section.
- 5.1.3 The Chief Executive Officer of ASATA.
- 5.1.4 A Treasurer.
- 5.1.5 At least six (6), but no more than 12 Travel Agent Members nominated by the Board Nomination Committee in accordance with the BNC Terms of Reference.
- 5.1.6 One (1) Member of the Wholesale Members Sections elected at the AGM.
- 5.1.7 One (1) Member of the Partner Members Section elected at the AGM.

##### **5.2 ELECTION AND TERMS OF OFFICE OF THE BOARD OF ASATA**

- 5.2.1 At least fifty (50) percent of the Board will be Travel Agents. They will be nominated by the Board Nomination Committee in terms of the BNC Terms of Reference.
- 5.2.2 The Board Nomination Committee will be comprised of the current President of the Board, the Chief Executive Officer of ASATA, two (2) Board members who are Travel Agents and may include one co-opted, independent Board member. The two (2) Board members and the co-opted independent member will be selected by the Board.
- 5.2.3 The BNC Terms of Reference must be approved by the Board
- 5.2.4 The BNC Terms of Reference provide that:
  - 5.2.4.1 The Board Nomination Committee will approach six (6), but no more than twelve (12) Travel Agents who must nominate two (2) or three (3) candidates for the Board. The Board Nomination Committee will follow the guidelines for Guidelines for Board Nomination when it decides which Members to invite to nominate candidates.
  - 5.2.4.2 The Board Nomination Committee will decide which of the two (2) or three (3) candidates will be selected to the Board in accordance with the guidelines for Board Selection set out in the BNC Terms of Reference. Only one (1) candidate will be selected for the Board per Travel Agent.

- 5.2.4.3 If the Travel Agent only nominated one (1) candidate, the Board Nomination Committee may decide to select that candidate or to request further nominations.
- 5.2.5 The Board will elect a new President, Vice President and Treasurer at the first meeting after the annual AGM.
- 5.2.6 At each Annual General Meeting of ASATA a vote for the Wholesale Member and Partner Member must take place according to the guidelines of paragraph 9.8 of the Constitution.
- 5.2.7 Nominations for the Wholesale Member and Partner Member may either be submitted to the Chief Executive Officer or may be taken from the floor.
- 5.2.8 The new Board of Executives will take office immediately after the close of the AGM at which they are announced or elected.
- 5.2.9 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.
- 5.2.10 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.
- 5.2.11 At no time shall the President and Treasurer be the same person.
- 5.2.12 All Board members will only 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, including the amending of all rules, regulations, practice directives, guidelines, scope of the special purpose audits, but not limited thereto:

- 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 establish Standing and Ad Hoc Committees, approve their Terms of Reference and make appointments to them;
- 5.3.8 appoint and dismiss Chairpersons of Standing and Ad Hoc Committees;
- 5.3.9 establish services for the benefit of Members;
- 5.3.10 co-ordinate and appraise those programmes which ASATA adopts for the benefit of its Members;
- 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 Ad Hoc Committees.
- 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 Annual General Meeting.

#### **5.4 MEETINGS**

- 5.4.1 The Board must meet at least four times per year and a record of the meetings must be kept on file.
- 5.4.2 In the event of a vote being tied at any Board meeting, the CEO will in addition have a casting vote.
- 5.4.3 All Board Members must attend a minimum of three Board meetings for the period for which they are elected.

#### **5.5 QUORUM**

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

### **6. FORUMS**

#### **6.1 WHOLESALE MEMBERS FORUM**

- 6.1.1 The Wholesale Members Forum shall consist of all Members who operate their business primarily as a wholesaler.
- 6.1.2 The Wholesale Members Forum will hold meetings at their discretion. It is recommended that Wholesale Members attend their nearest regional forums, which take place at least two (2) times per year.
- 6.1.3 The Wholesale Members Forums shall recommend to the Board additional criteria for Membership criteria of the Wholesale division of the Membership Section.

## **6.2 PARTNERS SECTION**

- 6.2.1 The Partner section will hold meetings at their discretion. It is recommended that Partners attend their nearest regional forums, which take place at least two (2) times per year.
- 6.2.2 The Partner section shall recommend to the Board additional criteria for Membership of the Partner section.

## **6.3 REGIONAL FORUMS**

- 6.3.1 The Regional Forum will hold meetings at least two (2) times per year. An ASATA representative will convene and Chair such meetings.
- 6.3.2 The Regional Forum may call for additional meetings, should they be required.

## **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 Section will comprise of Members as defined in the Members Terms of Reference.
- 7.1.2 Partner Section will comprise of suppliers as defined in the Partners Terms of Reference.
- 7.1.3 Members and Partners 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 Southern African Members
- Region 8 Eastern Cape- East London and surrounding areas

### **7.2 OBLIGATIONS OF MEMBERS**

- 7.2.1 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.
- 7.2.2 Members and Partner must sign an ASATA compliance record confirming their adherence to 7.2.1 as well as the Laws of the Land on an annual basis.

### **7.3 APPLICATION FOR MEMBERSHIP**

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

### **7.4 APPROVAL OF NEW MEMBERS**

The Board will consider new 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 31<sup>st</sup> 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 all staff details, including their names and email addresses, on an annual basis.

### **7.7 PROTECTION OF PERSONAL INFORMATION**

7.7.1 Permission to Disclose Personal Information and Special Personal Information of the Data Subject

7.7.1.1 The Member warrants that it is authorised to provide ASATA with both Special Personal Information and Personal Information, as defined in the Protection of Personal Information Act 4 of 2013 ("POPI"), ("information") and accordingly authorises ASATA to process such information. Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the Member and the Data Subject, as defined by POPI, and ASATA has been terminated in accordance with POPI.

7.7.2 Data Subject's Rights in Terms of this Consent

7.7.2.1 It shall remain the Member's obligation to update the Data Subject's Personal Information and Special Personal Information as defined in the Protection of Personal Information Act, 4 of 2013.

7.7.3 Trans-Border Flow of Information

7.7.3.1 The Member hereby expressly consents to the processing of the Data Subject's Personal Information and Special Personal Information by way of the trans-border flow of information by ASATA and warrants that it is authorised to process the Data Subject's Personal Information. This will occur where Personal Information and Special Personal Information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the Data Subject's behalf. Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, or merging, linking, as well as blocking, degradation, erasure or destruction of information.

## **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 Board may prescribe certain instances which may lead to the automatic suspension of a Member 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 respective 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 ASATA CEO in writing by any concerned/involved person/party.
- 8.3.2 If the ASATA CEO or a single representative nominated by him is not able to resolve the matter through negotiations within fifteen (15) business days of receipt thereof, the matter must be referred to the Board who will elect Members who will sit as part of the 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 CEO 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, registered mail or physical delivery at least ten (10) business 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 (email or fax) 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 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 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 An Independent Chairperson as appointed by the Board will act as presiding officer;

8.4.1.2 Three (3) representatives from the ASATA Membership;

8.4.1.3 A single willing representative from the ASATA Membership 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 representatives, limited to a maximum of two, such as legal advisors may be included as part and/or members of the 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) business day's written notice by email, fax, registered mail 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 for whatever reason. The decision as to the relevance of such documents will lie solely and exclusively with the Independent 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 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 Independent Chairperson must receive a list by email, fax, registered mail or physical delivery of the names and capacity of all individuals who will attend such meeting (referred to in clause 8.4.1.3 and 8.4.2) 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 Independent 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 Upon receipt of the original notification the Member appearing before the Committee will only be afforded the opportunity to postpone the hearing date twice (2) whereafter the proceeding will take place in his absence.
- 8.4.10 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.
- 8.4.11 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.

- 8.4.12 All individual matters/charges must be decided with a sixty percent (60%) 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.
- 8.4.13 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.
- 8.4.14 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).
- 8.4.15 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.
- 8.4.16 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: -
- 8.4.16.1 The Member's full details;
  - 8.4.16.2 The matter(s) on which a Member was found guilty as per clause 8.4.13;
  - 8.4.16.3 The penalty per individual case as applicable.
- 8.4.17 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 of any misconduct, contravention or breach of any law of the Republic of South Africa, the ASATA's Constitution, Terms of Reference of their particular section, the Code of Conduct and all other rules, regulations and ordinances issued by the Board and ASATA from time-to-time, the Disciplinary Committee shall in accordance with clause 8.4.13 be entitled to summarily expel/terminate their membership 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 and such Member shall immediately desist from utilizing the ASATA name and logo on all advertising, stationary, letterheads, websites and so forth.
- 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 be re-admitted as full Members when the period of their suspension (as per clause 8.5.4) has expired and they have met all criteria as prescribed by ASATA.

## **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.

## **9. 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.

### **9.2 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) business 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) business 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 the 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.

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 the Annual General Meetings of ASATA each fully paid up Member and / or Partner present in person shall on a show of hands, have one vote.

9.8.2 At the 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.

- 9.8.3.1 Voting rights of the Top Groupings will be based on an acceptable measurement of market share.
- 9.8.3.2 The remainder of the votes will be weighted against remainder of %.
- 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 subparagraph 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) business hours before the appointed time of the meeting.
- 9.8.4.5 Voting rights of Members will be based on an agreed market share contribution translated into ASATA Member contribution.
- 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 sixty percent (60%) of the votes on the resolution are in favour of it.

## **9.9 AMENDMENTS TO THE CONSTITUTION**

- 9.9.1 Any amendments to this Constitution shall be proposed by the Board or by no fewer than fifteen (15) Members and / or Partners. Fourteen (14) business day's written notice of the meeting shall be given to all Members, and Partners which notice shall include full details of the proposed amendments.
- 9.9.2 Any amendments to this Constitution will take effect immediately after the close of the Annual or Extraordinary General meeting at which it was approved.
- 9.9.3 The persons contemplated in clause 5.1 will submit any amendment of the Constitution or written instrument of ASATA to the Commissioner within 30 days of its amendment.
- 9.9.4 ASATA will comply with such reporting requirements as may be determined by the Commissioner from time to time.

## **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**

- 10.2.1 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.
- 10.2.2 Membership subscription for Grouping will be based on an acceptable measurement of Grouping market share.

### **10.3 SUBSCRIPTION DUE DATE**

- 10.3.1 Subscriptions shall be due and payable on the first (1<sup>st</sup>) of April of each year.
- 10.3.2 A Member and / or Partner who is admitted to ASATA on or after the first (1<sup>st</sup>) of April of any year, but before first (1<sup>st</sup>) of October in that year shall upon admission pay the whole of the subscription for the current year.
- 10.3.3 A Member or Partner who is admitted after October first (1<sup>st</sup>) shall in that year pay half the annual subscription.
- 10.3.4 From time to time the terms of payment shall be amended by the Board as approved at an Annual General Meeting.
- 10.3.5 A Member or Partner who is in arrears of payment of subscriptions or of any levy imposed in terms of Clause 10 shall, shall be advised by email to the registered address, as per clause 7.6, that payment is due, and failure to respond the Membership is at risk of being terminated.

## **10.4 LEVIES**

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

## **10.5 ASATA's FINANCIAL POLICY**

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

10.5.1 ASATA may not directly or indirectly distribute any of its profits or gains or funds or assets to any person other than in the course of furthering its objectives

10.5.2 ASATA is required to utilise substantially the whole of its funds for the sole or principal object for which it has been established.

10.5.3 Substantially the whole of the activities of ASATA must be directed to the furtherance of its sole or principal object and not for the specific benefit of an individual member or minority group

10.5.4 A revenue and expenditure budget shall be prepared by the Treasurer for the ensuing year and submitted to the to the Board for approval at the (last) Board meeting of each financial year.

10.5.5 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 Chairpersons or by any Director of the Board.

10.5.6 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.

10.5.7 No member may directly or indirectly have any personal or private interest in ASATA.

## **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 for 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 ASATA may not pay any employee, office bearer, member or other person any remuneration, as defined in the Fourth Schedule of the Income Tax Act, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered.

10.8 ASATA may not have a share or other interest in any business, profession or occupation, which is carried on by its members.

## **10.9 ENTITY FUNDING**

10.9.1 Substantially the whole of ASATA's funding must be derived from its annual or other long-term members or from an appropriation by the government of the Republic in the national, provincial or local sphere.

10.9.2 The Board shall approve the receipt of funding for ASATA, before its receipt being accepted, of any income of a nature other than entrance fees, subscriptions and/or levies, such that this receipt type shall not be substantial in terms of total income for a financial year.

## **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 Section 82 of the Companies Act, No 71 of 2008.

## **12. CONFIDENTIALITY**

12.1 All information, affairs and communications of the Association are to be maintained as confidential by Members and are not to be disclosed to any third party without the prior consent of the Association.

12.2 For the purpose of clause 12.1, the phrase "information, affairs and communications".

12.2.1 includes, without limitation, all letters addressed to Members by the Association, all meetings of the Association, all minutes of such meetings, all reports, memoranda and opinions circulated to Members, the accounts, financial statements and affairs of the Association and the like

12.2.2 excludes, but only to the extent necessary:

12.2.2.1 information or communications publicly available;

12.2.2.2 information or communications explicitly identified by the Association as being intended for public consumption;

12.2.2.3 information or communications which must be disclosed in terms of a court of order.

12.3 Members are responsible for any disclosures made by their officers, employees, servants or agents in contravention of this clause 12.

12.4 The provision of this clause 12 shall, in respect of any particular Member, survive the withdrawal or termination of that Member's membership of the Association.

### **13. ANNEXURES**

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

- 13.1 ASATA Code of Conduct (not applicable to Partners)
- 13.2 Members Section Terms of Reference (Travel Agents and Wholesalers)
- 13.3 Partners Section Terms of Reference
- 13.4 ASATA Advertising Guidelines
- 13.5 ASATA Corporate Identity (ASATA logo)

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