



ASSOCIATION OF  
SOUTHERN AFRICAN TRAVEL AGENTS

**PARTNERS SECTION TERMS OF REFERENCE**

## 1. PREAMBLE

All definitions and terms described in this document are as per the ASATA Constitution. In the case of any conflict in the interpretation of this document, the ASATA Constitution will prevail.

## 2. DEFINITIONS

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

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

'ASATA'	means the Association of South African Travel Agents.
"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"
'Branch'	means a branch office owned by and operating under the same ownership as its head office.
'Change of Ownership'	means any change of shareholding or of Membership, in the case of a Closed Corporation / Sole Proprietor or of legal status.
"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.
"Constitution"	means this document, Annexures hereto and any other agreements and/or conventions entered into by ASATA on behalf of its Members.
"Disciplinary Committee"	means the committee as described in clause 8.4.1 of the ASATA Constitution, the composition of which may alter from time to time.
"National Membership"	entitles you to attend and participate at all the Regional meetings of ASATA.
"Partner"	means a supplier in good standing and whose Membership has been approved by the Board without limitation. by the Board.
"Travel Industry"	means the industry whose participants are those engaged in serving the consumer by way of selling travel related services and tourism.
"Terms of Reference"	are the rules and regulations set out and determined by the Board of ASATA.

### **3. PARTNER MEMBERSHIP**

#### **3.1 Application for Partner Membership**

Application for Membership must be on the prescribed forms as determined by the ASATA Board from time to time, and must be accompanied by the prescribed Administration fee. This fee is not refundable, whether or not Membership is granted, and no application for Membership will be considered without payment of this fee.

Partners may apply for admission either as a Regional Member or National Member.

The Partner Membership structure shall comprise of Members in the following categories for the time being:

Accommodation	-	Reservation Services
Airlines	-	Principals
Car Rental		
Coach Operators		
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		

#### **3.2 Criteria to be admitted as an Partner Member**

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

3.2.2 Application for Membership shall be made in writing to the Board. 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.

3.2.3 Additional information must be provided if requested by the Board.

#### **3.3 Admittance as an ASATA Partner**

Should the Board approve an application for Membership; the Partner will be advised accordingly, and required to pay the prescribed entrance fee and annual fee before such Membership is effective.

#### **3.4 Change of Ownership**

If any Member should undergo a change of ownership or change of shareholding of 25% or more, the Member shall be required to apply to ASATA for continuation of Membership. A new set of application forms must be completed, and the administration fee paid before

this will be considered. Failure to advise ASATA of such changes within three (3) months of such change may lead to termination of Membership. Terminated Members wishing to reinstate their ASATA Membership are required to reapply by due process.

### **3.5 Change of Agency Name**

If any Member should change their company name (e.g. consortium change, etc), the Member shall be required to notify ASATA for the purposes of updating Membership records. A new Membership certificate will be provided on receipt of the nominal administration fee.

### **3.6 Renewal of Membership**

- Membership is due for renewal on 01 April every year.

Annual subscription fees are due upon presentation of the ASATA invoice. Non-payment of the ASATA subscription fee will be reported to the ASATA Board.

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## **4. OBLIGATIONS OF PARTNER MEMBERS**

Every MEMBER 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:

### **4.1 Advertising**

A Member shall ensure that he is able to 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 may only be used by individual Members of ASATA. Groupings or Consortia may only use the ASATA logo on National or Generic advertising including, inter alia, brochures and websites, if the Head Office and all physical branch locations are ASATA Members.

In accordance with guidelines laid down by ASATA from time to time, the ASATA logo (red) and **Membership number** shall be featured on any display advertising that is larger than an area of 10 column

### **4.2 Ethics**

Members will create and maintain the highest possible standard of integrity amongst Members of the Partner Section, 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.

## **5. MEETINGS**

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

## **6. INTERPRETATION**

All questions of interpretation of the Terms of Reference and any other addenda, regulation or schedules which form part of the Terms of Reference upon which the Terms of Reference or any

such parts of the Terms of Reference are ambiguous or silent and which, in the opinion of the Board, are reasonably required, shall be settled and decided by the Board whose decision shall be final and binding on all Members. The Board if deemed necessary, or at the request of the meeting, may take legal advice before giving its interpretation.

In this 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 unincorporated) and vice versa.

## **7. APPLICATION FORM**

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