

Southern Africa Tourism Services Association NPC

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SATSA CODE OF CONDUCT

All members of SATSA (hereinafter referred to as Members) or Employees of SATSA (hereinafter referred to as SATSA or its Employees) shall comply with the SATSA Code of Conduct (hereinafter referred to as the Code) as approved by the Board of Directors at a meeting of Directors on 7 February 2023.

1. Definitions

The definitions as contained in the SATSA Memorandum of Incorporation (hereinafter referred to as MOI) will apply mutatis mutandis to the Code. In addition, the following definitions will apply:

- Clients: People or entities to which a service or product is provided for compensation.
- Complainant: The business or person submitting a formal complaint.
- Fellow Members: People or entities that are Members in good standing of SATSA.
- Non-Members: People or entities that are not members of SATSA.
- Principals: The party who gives legal authority to another party called the "agent" to act on the principal's behalf.
- Public: People in general, including all listed here.
- Respondent: The business or person against whom a complaint is submitted.
- SATSA Employees: Full-time and part-time staff members of SATSA or any service providers contracted to the Association.
- Stakeholders: Government
- The Association: SATSA NPC and its Board of Directors

2. Use of the Code

Before a complaint is submitted to SATSA, the Complainant must have referred the complaint to the Respondent business or person or its centralised complaint resolution mechanism, have provided the Respondent with the opportunity to resolve the complaint, and have provided a reasonable timeframe to do so.

SATSA will only accept a complaint submission which is not older than 12 months and which is not subject to legal action, a court, a tribunal, or any other complaint-resolving body or Ombud.

When a complaint is officially submitted through the SATSA Complaint Form, which can be done by a Member, a non-member, a stakeholder, a SATSA Employee or the Association itself, the National Secretariat will follow the procedure of the MOI Schedule 1 – Membership Conditions, and Section 14, Disciplining of Members.

SATSA is not able to investigate cases that fall outside of the scope of the Code and will not intervene in legal or financial disputes unless a legal or official outcome has been obtained.

If a complaint is not about a breach of the Code but is about getting compensation for a breach of contract or other such problem, arbitration will be the recommended option to take. It is however suggested to start the process with SATSA to ascertain whether the issue can be solved amicably be it via consultation, negotiation, facilitation, or mediation for which purposes the services of a third party may be engaged, one of the main aims being a cost-effective solution and protecting the brand not only of SATSA but the parties themselves. Whatever the outcome of the aforesaid, or litigation if that route is followed, the outcome must be shared

with SATSA if the process entails or reveals a breach of the Code so that SATSA can take appropriate disciplinary action as per the SATSA MOI.

SATSA is not mandated to make determinations on the interpretation of the CPA (The Consumer Protection Act, Act number 68 of 2008) or other related acts and regulations. Each case is based on its own individual merit, the contractual agreement between the buyer and seller and the application of specific regulations, laws, or processes. Any matter that falls within the ambit of the CPA or other related acts and regulations must be submitted to the relevant statutory body e.g., in the case of the CPA, the Consumer Goods & Services Ombudsman or the National Complaints Commissioner.

SATSA Members are listed on the SATSA [website](#) where their compliance with the annual SATSA membership requirements is indicated. SATSA is not able to confirm on a day-to-day basis whether these businesses are currently in operation and their presence on the SATSA Website is only a guarantee of their liquidity at the time of the annual review each year, but should the need arise we are able to reach out to individual businesses to confirm.

3. Aims of the Code

- 3.1. To ensure that clients receive the best possible service from Members, and vice versa, Members from the Association and SATSA Employees.
- 3.2. To maintain and enhance the reputation, standing and good name of the Association, its Employees, Members, and Southern Africa as a tourism destination, by preventing and correcting poor practices.
- 3.3. To encourage the continuous growth and development of the Association, its Employees, Members and the Industry at large.
- 3.4. To provide guidelines on appropriate and desirable conduct between Members, the public, stakeholders, Member principals, the Association, and its Employees, as well as the processes to follow in the event any corrective measure, remedies or relief are required or requested.

4. Principles of the Code

- 4.1. The Code is designed to regulate any activities of Members, the Association, and its Employees, between themselves and:
 - 4.1.1. Members of the public
 - 4.1.2. Member principals
 - 4.1.3. Fellow Members, non-members, and Stakeholders
 - 4.1.4. The Association and its Employees
- 4.2. The Code is applicable to all Subsidiaries and Divisions added by the main Member.
- 4.3. The Code recognises and embodies the relevant parts of all acts of Parliament and Government regulations that relate to the travel industry as well as the codes and regulations of recognised organisations or associations such as the Advertising Regulatory Board, which shall regulate the standards and practices of Members in relation to advertising.
- 4.4. The Code recognises the necessity for enforcement of its standards and practices and embodies measures and procedures by which Members can uphold observance of the Code under the authority of the Board of Directors.

5. Legal Compliance

- 5.1. Members must be registered with the authorities and adhere to relevant parts of all acts and statutory requirements of Parliament and Government at local, provincial, and national levels for the type of trade that this business is engaged in.
- 5.2. Members outsourcing tourism transport, or any other services must ensure that the subcontractor adheres fully to the above acts and statutory requirements including the relevant licences, permits, operating licences, safety certificates, certificates of roadworthy and fitness, valid Professional Drivers

Permits, registered guides, appropriate insurances, SABS certificates and any other official document that is required by the authority regulating the category of business in which it (or its subcontractor) operates.

- 5.3. Members agree that SATSA may request copies of any official documentation at any time in order to establish proof of and compliance with the above.
- 5.4. Members agree that should it be found that the business does not have the appropriate insurance cover, permits, or licences, is not registered with the authorities, or is in breach of any of the above, their SATSA membership may be suspended or terminated immediately, and notification sent to all other SATSA Members.

6. Conduct between Members, the Association and SATSA Employees, and the Public

6.1. Standard of Service

- 6.1.1. Members, the Association, and SATSA Employees shall maintain high standards, integrity, confidentiality, and transparency in serving the public and shall comply with all relevant statutory requirements.
- 6.1.2. Members shall make every effort to ensure that the travel arrangements sold are compatible with their client's individual requirements.

6.2. Anti-Harassment and Discrimination

- 6.2.1. Members, the Association, and SATSA Employees commit to a diverse, inclusive, and harassment-free industry, which extends to all interactions with the public.
- 6.2.2. All parties listed above aim to provide a healthy environment and culture: one where everyone is respected, welcome and included, and one free from discrimination, harassment, and intimidation for any reason.
- 6.2.3. This includes a zero-tolerance approach to discrimination and harassment and equal treatment regardless of a person's characteristics including age, disability, sex, sexual orientation, race, nationality, ethnic or national origin, religion or belief, gender reassignment, marital or civil partner status, pregnancy, and maternity.

6.3. Responsible Tourism

- 6.3.1. The Association and SATSA Employees are committed to the United Nations' Sustainable Development Goals to end poverty, ensure prosperity, and protect the planet. Access the Goals [here](#).
- 6.3.2. As such, Members are strongly encouraged to also commit to these goals.
- 6.3.3. Furthermore, all Members and the Association must adhere to or must be in the process of adhering to SATSA's Captive Wildlife Guidelines.

6.4. Insurance

- 6.4.1. All SATSA Members and the Association must be appropriately insured and should consult a specialist/licensed insurance professional who understands the nature and risks associated with the business. It is required that Members have the following insurance policies in place, depending on the nature of the business:
 - 6.4.1.1. Passenger Liability: Relevant if any vehicles are used to transport tourists or any passenger for reward.
 - 6.4.1.2. General Public Liability: Compulsory for all businesses handling visitors directly.
 - 6.4.1.3. Professional Indemnity: Strongly recommended for all businesses, but compulsory for Members providing professional advice such as Business Tourism, Tour Brokers / Agents, DMCs, Tourism Marketing, Tourism Information Services, etc.

6.5. Accurate Information

- 6.5.1. Members, the Association, and SATSA Employees shall make every effort to ensure that accurate information is provided to enable clients and the public to exercise an informed judgment in making their choice of facilities and services.

- 6.5.2. No advertisement, document, statement, or other publication, whether in writing or otherwise, shall contain anything that is likely to mislead the public.
- 6.5.3. All parties listed above shall not infringe, in any way, the intellectual property rights of any fellow Members, non-members or stakeholders.

6.6. Websites and Online Trading

- 6.6.1. Members are required to inform SATSA of any additional linked websites.
- 6.6.2. Websites must provide suitable identification of the Member business and not masquerade as another business, entity, or person.
- 6.6.3. Should a Member display other tourism products on its website, evidence of prior approval from the owner of those products shall be made available upon request.

6.7. Alterations to, or cancellation of, tours or travel arrangements by Members

- 6.7.1. When alterations are made to travel arrangements for which bookings have already been accepted, Members shall inform their clients as soon as they are advised of the situation by a principal, stakeholders or fellow Member, and act as intermediaries between such and their clients in any subsequent negotiations.
- 6.7.2. A Member shall not cancel a tour or travel arrangements after the date when payment of the balance of the price becomes due unless it is necessary to do because of hostilities, political unrest or other circumstances amounting to force majeure, or unless the client defaults in payment of such a balance.
- 6.7.3. If a Member must cancel a tour or travel arrangements as the result of circumstances amounting to a force majeure, he shall inform agents and direct clients without delay and shall offer clients the choice of an alternative tour or travel arrangements, at least comparable in standard, if available, or alternatively a prompt and full refund of all money paid less reasonable expenses.
- 6.7.4. Should material alterations become necessary to a tour or travel arrangement for which bookings have already been made, the Member concerned shall inform clients without delay and shall offer such clients the choice of either accepting the alteration, which must be of comparable standard or of receiving a prompt and full refund of all money paid less reasonable expenses when the alteration is due to circumstances amounting to force majeure.

6.8. Booking Conditions and Cancellation by Clients

- 6.8.1. Booking conditions must be sent to a client at the time of booking/agreement or must be available on the website. It is strongly suggested that proof of travel insurance be a condition of booking.
- 6.8.2. A Member shall clearly state in his booking conditions the amount of the cancellation fees and the impact of deposits paid, which the client shall be liable to incur, as well as the terms and conditions under which the client shall be liable to incur such fees.
- 6.8.3. Compliance with the relevant sections of the CPA in this regard is imperative, especially sections 41 & 49.
- 6.8.4. Members must also comply with the Payment Card Industry Data Security Standard (PCI DSS)

6.9. Complaints

6.9.1. Complaints shall be dealt with promptly and efficiently and in the event of a dispute with a client, every effort shall be made to settle the matter amicably and as quickly as possible. Where complaints are of such a nature that reference to a principal is necessary, a Member shall use his best endeavours, acting as an intermediary, to bring about a satisfactory conclusion.

6.10. Transactions, Correspondence and Data Protection

6.10.1. Transactions with clients, Members, the Association, and SATSA Employees shall be treated as confidential, and correspondence shall be dealt with promptly.

6.10.2. Members, the Association, and SATSA Employees shall comply with relevant data protection requirements and ensure that they have in place an effective policy for protecting the privacy of clients.

6.11. Settlement of Accounts

6.11.1. Members and the Association will always settle supplier's accounts promptly and within the period specified of payments becoming due.

6.12. Expressing Opinions

6.12.1. Members, the Association, and SATSA Employees shall endeavour always to adhere to truthful statements and to exercise good taste when called upon to express opinions of any fellow member, stakeholders, or on the Association, its board, staff, services, or projects.

7. Conduct between Members and Principals

7.1. Members shall give full service to the principals they represent and shall conform to all lawful and reasonable instructions issued to them as agents of such principals.

7.2. Members shall always carry out contractual obligations in an honourable manner and observe the rules, regulations, and conditions of business of the principals.

7.3. Members and their staff shall make themselves conversant with the tariffs, rules, and regulations of the principals with whom they have dealings and vice versa.

7.4. Members should accept or release accommodation and other reserved services as quickly as possible and within the periods stipulated by the principal.

7.5. Whenever a complaint or grievance by a client involves any principal, Members will give the principal concerned every opportunity to make a full investigation before taking any action against the principal or seeking to publicise the grievance.

7.6. Members shall maintain integrity, confidentiality, and transparency in these dealings.

8. Conduct between Members, Non-Members, and Stakeholders

8.1. Members, the Association, and SATSA Employees shall deal fairly with one another and shall not damage the reputation of, nor disparage the business practices of, or services offered by the other parties.

8.2. If Members subcontract transport:

8.2.1. The Member must ensure that such a business has the required Passenger Liability and other insurances in place. This must comply with point 6.4 above. They must further ensure that they may request and retain copies of such insurance cover policies and specifically check that same extends to cover all sub-contractors for the duration of all/any transportation.

8.2.2. The Member must ensure that all required licenses for the vehicles are in place, including Operating Licences, and undertake to ensure that the vehicles are well maintained. Should the vehicle be hired with a driver, the Member must ensure that the driver will have a valid Professional Driving Permit (PrDP).

- 8.3. Members shall not allow non-licensed companies nor persons to utilise their licences with the object of circumventing the Operating Licence or other regulations.
- 8.4. Members shall maintain integrity, confidentiality, and transparency in these dealings.

9. Conduct between Members, the Association and SATSA Employees

- 9.1. All parties shall at all times act honestly, ethically and fairly to avoid doubt being cast upon their professional integrity and credibility.
- 9.2. All parties will refrain from activities that can bring SATSA or the tourism industry into disrepute.
- 9.3. Members experiencing difficulties with the Association, its board, Employees, services, or projects should address these challenges directly with SATSA via the prescribed grievance procedure.
- 9.4. All advertising material, online platforms and brochures produced by Members must indicate membership of the Association and carry the SATSA logo. Members must also display the SATSA insignia in a prominent position on their business premises or their vehicles.
- 9.5. Only Members with a valid Membership Certificate are permitted to make use of the SATSA logo. Should membership have lapsed, or the Member resigned, all references to SATSA as well as the SATSA logo must be removed with immediate effect.
- 9.6. Only Members with valid compliance for the relevant category of Adventure activities are permitted to use the relevant adventure ICON. Should compliance have lapsed, or the Member resigned, all references to SATSA as well as the adventure ICON must be removed with immediate effect.
- 9.7. Members must adhere to deadlines for membership fee payments and annual reviews.
- 9.8. All parties shall maintain integrity, confidentiality, and transparency in these dealings.

10. Infringement and Enforcement

- 10.1. Any Member, Director, or Employee becoming aware of unethical practices on the part of fellow Members should advise the National Secretariat or Board of Directors of SATSA, providing full information and evidence of the alleged malpractices on the SATSA Complaint Form.
- 10.2. In the event of an infringement of the Code, all facts pertaining to the alleged infringement will be fully examined by the Association.
- 10.3. The Member or SATSA Employee against whom an allegation has been made shall provide, at the request of the Association, such further information or documentation as may be required within such period as may be specified.
- 10.4. The Association shall, before reaching any final conclusions, give the Member or SATSA Employee concerned the opportunity of making representations either personally or in writing in cases where disciplinary action, if imposed, can result in a reprimand and or expulsion, as per the MOI.
- 10.5. The costs of any disciplinary action shall be borne on the basis specified by the Management Committee or, if not specified, equally by the parties. Each party shall bear its own costs arising out of the action, including its legal costs and the costs and expenses of any witnesses.
- 10.6. The Association's decision regarding a reprimand or expulsion shall be taken in terms of the MOI and shall be binding on the Member or SATSA Employee concerned.

11. General

- 11.1. Members and the Association shall familiarise themselves, their staff, their subsidiaries and divisions, and the staff of these, with the provisions of the Code as well as the MOI.
- 11.2. Members, the Association, and SATSA Employees shall observe not only the letter but also the spirit of the Code and its ethics and ideals thus giving true significance to the aims and objectives of the Association.

12. Agreement

Members acknowledge that they are bound to inform SATSA of any changes pertinent to SATSA membership, and to provide copies of relevant renewed documents should the ones provided on application expire.

By becoming a Member, accepting a Director position, being employed or being contracted by the Association, each party acknowledge that they are automatically bound by and will adhere to the Code and any changes thereof that might be ratified by the Board of Directors from time to time.