

Southern Africa Tourism Services Association NPC

PO Box 900, Ferndale, 2160

Tel: 011 886 9996 | E-Mail: info@satsa.co.za | Website: www.satsa.com

## COMPLAINT FORM

### INSTRUCTIONS:

Before completing the complaint form, please confirm the following:

- The matter was referred to the Respondent company/individual or its centralised complaint mechanism and the Respondent was given the opportunity to resolve the complaint.
- The cause of the complaint did not occur more than 12 months ago.
- The complaint has/is not been/being dealt with through legal action, a court, a tribunal, or any other complaint-resolving body or Ombud.


### TERMS AND CONDITIONS:

Please familiarise yourself with the SATSA Code of Conduct (hereinafter referred to as the Code) which is available on [www.satsa.co.za](http://www.satsa.co.za), and the following Rules and conditions before proceeding.

1. I hereby agree to abide by the Rules of SATSA, as set out herein.
2. I agree that SATSA's Management Committee decision is final when determining whether the complaint falls within the jurisdiction of the Code and SATSA's Memorandum of Incorporation (hereinafter referred to as the MOI)
3. SATSA renders its complaint service free of charge. However, should a third party be required to resolve the complaint, the Complainant will bear the costs related to such a third party until a final decision has been reached. The sanction imposed following the decision shall be borne on the basis specified by the third party and the final decision. Other than that, each Party shall bear its own costs arising out of the referral, including its legal costs and the costs and expenses of any witnesses. Please engage with SATSA on potential costs.
4. I agree that I may withdraw my complaint at any stage, but that I will be liable for any costs incurred to date.
5. I will inform SATSA in writing should I institute legal action against the Respondent.
6. SATSA may at its discretion dismiss a complaint if:
  - I fail to provide any information required or reply to any communication sent by SATSA, timeously or at all.
  - I become abusive, insulting, or obtrusive towards SATSA, its Employees or the Respondent, including when communicating with them. SATSA will, in its sole discretion, determine whether I am abusive, insulting or obtrusive.
7. I agree that Should SATSA dismiss the complaint on the above basis, I will bear costs incurred to such a date.
8. I agree that there is no time frame within which my complaint will be resolved. I understand that the process of investigating my complaint is a lengthy and cumbersome process.
9. Should I be dissatisfied with the final decision, I may refer the matter to SATSA's Appeal Committee as per the SATSA MOI.
10. Should I be dissatisfied with the Appeal Committee's final decision, I cannot appeal that decision. However, I do have the right to approach the National Consumer Commission or implement a legal case against the Respondent.
11. I agree that I may not publish any details of my complaint in any form of media. Should I publish any details of my complaint during the investigation process SATSA may, in its absolute discretion, decline to investigate the complaint further, if such publication is detrimental to the investigation process, and I agree that I will bear any costs incurred to such a date.
12. All communication (letters, text or other cell phone messages, e-mails and all other documents) submitted to

and by SATSA are confidential. SATSA shall decide which of the communication shall be disclosed to me, the Respondent, or any other party.

13. I agree that I or my authorised representative shall not subpoena SATSA or its Employees or call for any of the documents in the file of SATSA, should my complaint be the subject matter of a court case or any other alternative dispute resolution.
14. I authorise the Respondent to disclose to SATSA any information it may have that is required during the investigation of my complaint.
15. I agree that my complaint, as submitted may be shared with the Respondent.
16. SATSA reserve the right to revise these rules and undertakings, at any time.
17. I agree that by lodging a complaint with SATSA, I am bound to the then-current version of the Code of Conduct, as updated by the SATSA Board from time to time and that unless stated otherwise in the current version, all previous versions will be superseded by the Current Version.
18. Whilst every effort has been made by SATSA to ensure the proper performance of this website, the accuracy of the information/images and the reliability of the information on this website, it cannot be guaranteed.
19. SATSA makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of this website and/or the information and/or images contained on this website. In particular, we make no warranty that the website will meet your requirements, and be uninterrupted, complete, timely, secure or error-free.
20. You hereby indemnify SATSA and its Employees and agree to hold us harmless from any claim, demand or damage asserted by any third party due to or arising out of your use of the service or this website.
21. You indemnify and hold us harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the services, or the use of the services, whether due to our negligence or not, or due to your failure to comply with these terms and conditions and/or any other requirements that we may impose from time to time.
22. I agree that my complaint may be dealt with by SATSA on the above rules. The information herein provided is to the best of my knowledge, true and correct. I understand that the submission of untrue information constitutes fraud, and my complaint will be dismissed.

I have familiarised myself with the SATSA Code of Conduct and have read and accepted these Rules.

Yes	No
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**COMPLAINANT DETAILS**

Company Name (if a Company)	
Person/Representative Name	
ID/Registration number of Complainant	
SATSA Membership # (if any)	
Physical Address	Street/Building Address, Province, Code:
Contact number	
E-mail address	

**RESPONDENT DETAILS**

Company Name (if a Company)	
Person Name	
SATSA Membership # (if any)	
Cell phone number	
Landline number	
E-mail address	

**REASON FOR COMPLAINT**

Fully describe the Reason for and the value of the Complaint.

**SATSA MOI OR CODE OF CONDUCT BREACH**

Fully describe how the SATSA MOI, Code of Conduct or any other Board directive was breached.

**PROCESS TO DATE**

Fully describe details of steps taken to resolve the complaint.

**DESIRED OUTCOME**

Describe the desired outcome.

**SIGNATURE**

Date	
Place	
Signature	