

CONSTITUTION :

**THE ASSOCIATION OF ZIMBABWE TRAVEL
AGENTS - AZTA**

INDEX

GENERAL	1.	NAME
	2.	STATUS
	3.	OFFICES
	4.	APPLICABLE LAW
	5.	OBJECTS
	6.	LIABILITIES
MEMBERSHIP	7.	CATEGORIES, QUALIFICATIONS
	8.	ADMISSION, APPLICATIONS
	9.	OBLIGATIONS
	10.	DISCIPLINE, PENALTIES
	11.	TERMINATION, EXPLUSION, RETIREMENT, RESIGNATION
MEETINGS	12.	GENERAL POWERS, ALTERATIONS, DUTIES, PROCEDURES
	13.	EXECUTIVE, APPOINTMENTS, ELECTION OF CHAIRPERSON, VICE- CHAIRPERSON, PROCEDURES
FINANCE	14.	FEES, SUBSCRIPTIONS, LEVIES
	15.	ACCOUNTS
	16.	DISBURSEMENTS
	17.	BOOKS
	18.	ANNUAL ACCOUNTS
	19.	AUDITORS
	20.	BANKING
	21.	TRAVELLING EXPENSES
DISSOLUTION	22.	
ALTERATION	23.	
CODE OF CONDUCT		: ANNEXURE ONE

**CONSTITUTION :
THE ASSOCIATION OF ZIMBABWE TRAVEL AGENTS - AZTA**

1. NAME:

The name of the Association is: The Association of Zimbabwe Travel Agents (hereinafter referred to as “The Association or AZTA”)

2. STATUS:

The Association shall be a separate legal entity with perpetual succession and distinct from its members and shall as such be capable of suing and being sued in its own name.

3. OFFICES:

The Registered Office of the Association shall be situated on the First Floor Travel Plaza, 29 Mazoe Street, Harare or such other place in Zimbabwe as the Executive Committee may from time to time determine.

4. APPLICABLE LAW:

This Constitution and the rights and obligations of Members of the Association shall be governed by the Laws of Zimbabwe.

AZTA members shall comply with all acts of Parliament, Regulations and Statutory Notices which affect them in the management and operation of their business as travel agents.

5. OBJECTS:

The objects of the Association are :-

- (a) To establish an organization fully representative of Travel Agents and Wholesale Tour Operators in Zimbabwe.
- (b) To promote and develop the general interests of Members of the Association in their relationships with one another and with their Suppliers.
- (c) To establish and maintain a code or standard of conduct between Members and the general public and between Members and their Suppliers, with the objective that membership of the Association shall be recognized as a guarantee of integrity, competence and a high standard of service.
- (d) To discourage unfair competition without, however, interfering in any way with initiative and enterprise based on accepted principles of fair trading.

- (e) To promote friendly relations with others in the Travel Industry in general and to provide means for negotiation and liaison with other bodies concerned with the development of Travel both within and without Zimbabwe.
- (f) To take all such action as may be deemed necessary or expedient to inform the public of the advantages of making their travel arrangements through Members of the Association.
- (g) To do all such things as may be deemed necessary or expedient to raise and maintain the prestige and status of Members of the Association.
- (h) To promote systematic training in all sectors of the Travel Industry falling within the scope of the Association.
- (i) To consider all legislation or proposed legislation affecting or likely to affect the Travel Industry and to take such action as is considered to be in the best interest of its Members.
- (j) To guard against withdrawal or curtailment of rights and privileges and to make presentations of all kinds to any person, body or authority on any matter affecting the interest of Members.
- (k) It is resolved that AZTA acknowledge the existence and status of the Zimbabwe Council of Tourism as being the policy maker and lobbying body for the entire industry, including AZTA. Therefore it is accepted that AZTA adopt the relevant ZCT resolutions into its portfolio so as to maximize and support the efforts of ZCT.

5. **LIABILITY OF MEMBERS:**

- (a) The liability of Members shall at all times be strictly limited to the subscription or levy currently outstanding and any amount that may otherwise be owing to the Association and no more.
- (b) All Officers, Committee Members, Servants and Agents while acting in the bona fide exercise of their duties, shall be indemnified by the Association against all loss, costs or expenses consequent upon their acts.

7. **MEMBERSHIP:**

Qualifications for membership:

Membership shall be confined to the following :-

- (a) Retail Travel Agents who shall be those who are not exclusively owners, representatives of or operators of Airlines who:-

1. actively carry on business as bona fide Travel Agents at a place of business in Zimbabwe;
2. are duly appointed Sales Agents of IATA;
3. are engaged in the business of a Travel Agent continuously throughout the year from premises used for this purpose and which meet the minimum professional and financial qualifications as laid down from time to time by the Association and IATA;

PROVIDED THAT a branch of such Member, Firm or Company, which satisfies the requirements of this Clause, must become a Member in its own right.

- (b) Associate Members who shall be those engaged in business in or allied to the Travel Industry and who do not fall within category (a) above.

8. **ADMISSION OF MEMBERS:**

- (a) No applicant for membership shall be admitted to membership unless :-
 1. Application shall have been made on the appropriate form to the Association Secretariat accompanied by the specified entrance annual subscription fee, a certified copy of their IATA certificate and a "Certificate of Solvency" from a firm of Chartered Accountants appointed for that purpose by the Association. The terms of reference applicable to such a certificate shall be determined by agreement between the Executive Committee and the appointed firm of Chartered Accountants and shall be applicable to applicants and Members alike.
 2. The application shall have been approved by the Executive Committee.
- (b) In the event that the Executive Committee declines to approve the application for membership, the applicant shall have the right of appeal.

9. **OBLIGATIONS OF MEMBERS:**

- a). Members of the Association shall be required to uphold the highest traditions of the profession in giving service to the travelling public and in discharging promptly their obligations as Travel Agents to their suppliers and clients. A Member admitted to the Association shall be required to observe the provisions of the Constitution, Rules and Regulations adopted by the Association from time to time and, in particular, to honour and observe the provisions of the Code of Conduct formulated by the Association in relation to trade practices and ethics.

- b) It is resolved that all travel agents and colleagues in the industry register their staff with AZTA SECRETARIAT giving the title and dates of employment with their company. In the event of a fraud, breach of contract, or any deviation as laid down in the respective constitution, the aggrieved party should request AZTA SECRETARIAT to endorse next to the staff member's name; the words "refer to management". This will enable the prospective employer to obtain an accurate and meaningful reference. It will also account for any 'lost' months/years that are unaccountable in the CV's. Only registered Manager will be able to access this information. This will be voluntary to the members.
- (c) Be it resolved that members are requested to divulge their service fees and salaries to AZTA SECRETARIAT which would take a highest, lowest and average as information offered to members. Where some members offer a salary package, the benefits are to be grossed up. The identity of the agent and the information submitted by the agent will be kept confidential from all including the AZTA committee members. This will be voluntary.

10. **DISCIPLINE:**

- (a) If, in the opinion of the Executive Committee, a Member :-
1. has committed any breach of the obligations imposed upon him in terms of the Constitution, Rules or Resolutions and Code of Conduct (Annexure I) adopted by the Association;
 2. has violated the principles of the Association;
 3. has committed any act deemed detrimental to the interests of the Association or its Members;
 4. ceases to hold qualifications necessary for membership;
 5. fails to pay his subscription or levy or any amounts agreed to by Resolution of a General Meeting within 30 days after receipt of the invoice;
 6. fails to conduct himself in accordance with the AZTA Code of Conduct;

THEN such Member shall be subject to a reprimand, fine, suspension or expulsion or other such disciplinary action as shall be determined. Where such disciplinary action involves the termination of membership, it shall be subject to the provisions of paragraph 11 below.

A Member subject to disciplinary action shall have right of appeal to a full General Meeting of the Association and shall be afforded the opportunity of stating his case personally. The matter with which the Member is charged shall be set out in the notice convening the General Meeting, a copy of which shall be sent to the Member concerned.

The Executive Committee shall have the authority to suspend any Member from the Association for a specified period, or indefinitely, depending on the nature of the breach of conduct. Any suspension of a Member may be made known to the relevant authorities - i.e. Zimbabwe Council of Tourism, Zimbabwe Tourist Authority or International Air Transport Association - and the public if deemed necessary.

11. **TERMINATION OF MEMBERSHIP:**

The membership of a member or allied member shall cease and determine if:

- (a) The member or allied member resigns following full payment of all current membership fees and applicable subscriptions.
- (b) Any one or more of the following circumstances arise or exist and the Executive Committee by notice in writing sent to the member at its last known address, advising the member that its membership of AZTA has been terminated:
 - i) The member ceases to be qualified for membership under the Association Rules
 - ii) The member fails to pay any sum due by the member to the Association within one month after notice of the member's default has been given to the member by the Association;
 - iii) The member fails to pay the annual subscription levy payable by member pursuant to the Rules of the Association;
 - iv) The member fails to meet the criteria for membership established from time to time by the Rules;
 - v) Where a member is an individual, the member becomes bankrupt or compromises with his creditors or becomes a lunatic or of unsound mind or commits an indictable offence; or
 - vi) Where the member is a corporation, it goes into liquidation (save for the purposes of reconstruction) or if a receiver of its undertaking or assets is appointed;

vii) Within two calendar months from the date of opening a new branch, the member's application to have a branch location has not been received by the Association and approved by the Executive Committee.

11. B **AZTA** members shall not employ in any managerial capacity any person who was the owner, operator or manager of an AZTA member at the time when such member defaulted in its duty as a travel agent in terms of the Rules. This prohibition on employing such person shall apply for a period of 10 years from date of the default by the defaulting member. This prohibition shall not apply in relation to any person who has established to the satisfaction of the Executive Committee that the default was not due in any way to the actions of that person as the owner, operator or manager of the defaulting AZTA member.

12. **GENERAL MEETINGS:**

a) A general meeting, to be called the Annual General Meeting, shall be held once in every year, within six months after the end of the Association's financial year, at such time and place as may be determined by the Executive Committee.

b) A Special general meeting may be convened at any time by the Executive Committee upon requisition by seven members, which requisitions shall set out the propositions to be moved thereat. If pursuant to such propositions, the Executive Committee fails within one month to convene a general meeting, it shall be competent for four or more of the requisitionists to convene the meeting.

c) **NOTICE**

Not less than 21 days' notice of any general meeting specifying the day, hour and place of the meeting, and in cases of special business, the general nature of such business, shall be given as provided by these rules to all members entitled to vote, but the accidental omission to give such notice or the non-receipt thereof by any member shall not invalidate the proceedings of any such meeting.

d) **BUSINESS:**

The business to be transacted at the Annual General Meeting shall be :-

1. the confirmation of the Minutes of the previous Annual General Meeting and of any other General Meetings held prior to the current Annual General Meeting;
2. matters arising;

3. the consideration of the Chairperson's report on the work of the Association during the year;
4. the consideration of the audited financial statement of the Association, approved by the nominated auditor and the matters referred to in Rules 14 and 18;
5. the election of office bearers for the ensuing year;
6. any other business.

(e) **QUORUM:**

No business shall be transacted at any General Meeting unless a quorum is present at the time the meeting proceeds to business. One-third of the Members represented personally or by proxy shall constitute a quorum, except at a meeting called under the Rules, when a quorum shall be one-half of the Members of the Association. If, fifteen minutes after the time appointed for the meeting, a quorum is not present (if convened upon the requisition of a Member) it shall be dissolved. In any other case it shall stand adjourned to the same day at the same time and place in the following week. If, at the subsequent meeting a quorum is not present fifteen minutes after the time appointed for the meeting the Members present shall constitute a quorum.

f) **VOTING:**

1. At commencement of a General Meeting the Chairperson shall require each Member present and entitled to vote to nominate the person voting on his/her behalf.
2. Voting shall be by a show of hand and the Chairperson shall have a casting as well as deliberative vote. At the request of Members, a ballot of all Members present or a referendum of all Members shall be taken on any or all matters affecting the Association and the meeting shall determine the procedure applicable to such ballot or referendum. Every Member shall have one vote. Associate members shall not be entitled to vote.
3. A simple majority of Members entitled to vote shall be required on any resolutions put to the meeting, unless otherwise provided in terms of the Constitution and Rules.

g) **VOTING BY PROXY:**

A member shall be entitled to authorize another Member to represent his views on any or all business to be transacted at a General Meeting and to vote thereon on his behalf. Such authorized member shall declare his proxy at the commencement of the meeting and shall thereby be entitled to vote on behalf of the absent Member. The proxy shall be in writing under the hand of the Member and must be surrendered to the Chairperson.

h) **CHAIRPERSON:**

The Chairperson of the Association or, in his/her absence, the Vice-chairperson shall preside at every General Meeting of the Association. In their absence the meeting shall elect a Chairperson.

i) **REPRESENTATION:**

One or more representatives of a Member may attend any General Meeting of the Association and may speak on all matters, but only one representative shall be permitted to vote.

13. **EXECUTIVE COMMITTEE:**(a) **CONFIDENTIALITY:**

It is accepted and understood that all issues discussed at Committee Meetings are to be treated as confidential.

(b) **MANAGEMENT:**

1. The affairs of the Association shall be managed by an Executive Committee consisting of a Chairperson, Vice Chair, *Treasurer* and six other members; or such lesser number as may be agreed to by the Association. At the first meeting following election, the Executive Committee *shall elect, from the elected Members of the Executive Committee, a Chairperson, and Vice-chairperson and Treasurer.*
2. The incoming Executive Committee shall have the right to invite the Past Chairperson to be an ex-officio member, and, if invited, he shall be deemed elected in addition to the ordinary members elected by the Annual General Meeting. The Chairperson of the Association shall not be permitted to serve in this office for more than three consecutive years unless he shall obtain a 75% majority at the Annual General Meeting. One member of the Executive Committee shall be elected from the Matabeleland/Midlands/Masvingo Provinces each year.

(c) APPOINTMENT OF MEMBERS:**1. BALLOT:**

The Executive Committee shall be elected by a ballot at the Annual General Meeting and shall hold office for one year, and be automatically eligible for re-election and provided, also, that each member firm or company shall be entitled to only one representative on the Executive Committee notwithstanding that one or more branches of such firm or company is a Member in its own right. Nominations for membership of the Executive Committee may be made and accepted in writing by the nominee and deposited with the Secretariat prior to the Annual General Meeting. Nominations from the floor shall be admitted subject to the nominee being present in person at the Annual General Meeting, or having agreed in writing to such nomination, whereupon his name shall be placed upon the ballot.

2. ALTERNATES:

The Executive Committee may approve the appointment of alternates to Members upon such alternates being approved and appointed by the Member and he shall exercise the powers of a Committee Member when acting in the absence of a Member.

3. CASUAL VACANCY:

The Executive committee may, at any time, appoint any member or Member's representative to fill a casual vacancy, provided that each Member, firm or company shall be entitled to only one representative on the Executive Committee notwithstanding that one or more branches of such firm or company is a Member in its own right. Any individual so appointed shall serve only until the next Annual General Meeting.

(d) CHAIRPERSON:

In the event of the Chairperson or Vice-chairperson dying, absenting himself/herself from three consecutive meetings without prior notice or explanation, or being unable or unwilling to complete his term of office, then the Vice-chairperson shall assume the Chair.

(e) QUORUM:

No business shall be transacted at any meeting of the Executive Committee unless a quorum is present. Three Members shall form a quorum. If, within fifteen minutes of the time appointed for an Executive Committee meeting a quorum is not present the meeting (if convened at the request of Members) shall be dissolved. In any other circumstances it shall stand adjourned to a date within seven days, such date to be fixed by the Chairperson. Notice of such meetings shall be given to Members in writing by the Secretaries, and at

such reconvened meeting the Members present shall form a quorum notwithstanding anything elsewhere provided.

(f) **VOTING:**

Unless otherwise provided, all questions arising at an Executive Committee meeting shall be decided on a show of hands and a simple majority decision of those voting shall prevail. Rule 12(e), read in context of Executive Committee meetings, shall apply.

(g) **NOTICE:**

Not less than fourteen days' notice of every Executive Committee meeting shall be given to every Executive Committee Member in writing, provided, however, that shorter notice may be approved by the Executive Committee in circumstances of urgency and importance as it may determine to be necessary.

(h) **POWERS OF THE EXECUTIVE COMMITTEE**

The Executive Committee shall manage all the affairs, business and property of the Association, subject to the direction and control of General Meetings and subject to the terms of the Constitution and Rules. The Executive Committee shall, in addition, possess the following specific powers :-

1. To formulate, amend, update a code of conduct or ethics for observance by Members to include, if so advised, the imposition of fixed penalties or damages for a breach thereof and in particular should the Committee decide that a contravention of the Constitution, Rules or Code or Ethics has been proven, it shall have the power to impose all or any one or more of the following penalties in respect of each such contravention;
 - a) Caution the member;
 - b) Reprimand the member;
 - c) Impose a fine not exceeding US\$1000-00 on each breach and recover any such fine by action at law or otherwise.;
 - d) Suspend the member for such a definite or indefinite period as the Committee may determine;
 - e) Expel the member;
 - f) Order the member to pay costs and expenses of the investigation or hearing or such proportion thereof as it thinks fit;
2. To appoint and remove employees and fix their salaries and related conditions of services.

3. To exempt any Member or group or class of Members in respect of any rule, by-law, regulation or other obligation imposed under any code or agreement provided that such action is, in the opinion of the Executive Committee, in the interest of the Association.
4. To appoint Local Committees, Standing Committees or Sub-committees, and to regulate their meetings and to define their powers and duties.
5. To take professional or other expert advice on all matters affecting the Association and to make a contribution to the costs of any member deemed to be acting in the interests of the Association or its Members and to institute or defend legal proceedings on behalf of the Association.
6. To acquire, either by purchase, lease or otherwise, any movable or immovable property and to deal therewith either by mortgage or otherwise.
7. To appoint, engage and remunerate, and may at their discretion remove or suspend Secretariat and such other Officers and Servants as shall from time to time be determined. The Secretariat and all such other Officers and Servants as appointed and engaged shall hold office as such at the discretion of the Executive Committee and shall perform such duties, exercise such powers, and hold upon such terms as the Executive Committee shall from time to time determine.
8. To co-opt Members to the Committee.

To call upon Members not more than once in any calendar year to furnish the Executive Committee with a "Certificate of Solvency" as provided for in 8(a)(1) above.

(i) VACATION OF OFFICE:

A Member of the Executive Committee shall vacate his seat on the Committee in any of the following circumstances :-

1. On his company or firm's expulsion from membership of the Association.

2. On absenting himself without the permission of the Executive Committee from three consecutive meetings of the Committee without prior notice or explanation, or being unable or unwilling to complete his term of office, unless otherwise determined by the Executive Committee.
3. On resignation after one month's written notice to the Secretariat.
4. Upon his company or firm's failure to pay any subscription, levy, fine or damages by due date to the Association.
5. If, in the opinion of the Executive Committee, it is deemed necessary in the interests of the Association - i.e. vote of no confidence.

(j) MEETINGS:

- 1) Subject to the provisions of sub-paragraph (f) the Executive Committee shall meet at such time and place as often as may be decided upon by it or the Chairperson. A meeting of the Executive Committee may be convened at the request of not less than three members thereof.
- 2) The Chairperson of the Association shall preside at all Executive Meetings. In the event of the Chairperson not being present within 5 minutes after the time at which a Meeting shall have been called, the Vice-chairperson shall take the Chair or, failing that, the Members present may elect a Chairperson for such meeting.

(k) PROCEDURE:

In the event of doubt arising as to the procedures to be followed at any meeting, the Chairperson shall be entitled to consult any relevant textbook on the rules of debate acceptable to the Executive Committee.

14. ENTRANCE FEES AND SUBSCRIPTIONS:

A Member shall pay such entrance fee and subscription as shall be prescribed by a vote of two-thirds of the Members of the Association present at the Annual General Meeting. Entrance fees and subscriptions shall be payable in advance upon application for membership and subscription shall be renewed thereafter annually at the Annual General Meeting held within three months after year-end - i.e. December. Upon the financial obligations of a Member being in arrears for more than one month after receipt of invoice, such member shall not be entitled to exercise any of the benefits of membership but shall continue to be liable for the obligations imposed upon him. Members shall be liable for any levy imposed by a decision of a General Meeting. In order to impose a levy, a vote of two-thirds of the total membership of the Association shall be required.

15. ACCOUNTS TO BE KEPT:

The Association shall cause true accounts to be kept of all income and expenditure of the Association and the manner in which such receipts and expenditure take place and of the assets and liabilities of the Association.

16. DISBURSEMENTS:

All disbursements on account of the Association shall be made by order of the Chairperson or Vice-chairperson or any persons delegated by these officials.

17. INSPECTION OF BOOKS:

The books of account of the Association shall be kept at the office of the Association's Secretariat or at the Treasurer's Office and shall be open to inspection by any Member during normal business hours.

Such books shall include :-

Register of Members

Minute Books

Cash Books

Journal

Ledger

Asset Register

Such other books and records as the Committee or Treasurer may from time to time decide.

18. **ANNUAL ACCOUNTS:**
At the Annual General Meeting of the Association, the Secretariat shall table the Balance Sheet containing a summary of the assets and liabilities of the Association as at 31st December, and an Income and Expenditure Account covering the period since the preceding Annual General Meeting. Copies of such Balance Sheet and Income and Expenditure Account shall be circulated to all members of the Association prior to the Annual General Meeting. The financial year of the association shall be from 31st January to 31st December.
19. (i) **AUDITORS:**
The Association shall appoint auditors, and their duties shall be regulated as shall be decided from time to time by the Association.
- (ii) **ZIMRA:**
A copy of the audited accounts of the Association shall be submitted to the Commissioner General of the Zimbabwe Revenue Authority each year for perusal.
20. **BANKING:**
The Association shall operate a banking account with such Bank as shall be decided upon and all cheques drawn against such account shall be signed on behalf of the Association by the Secretariat and the Chairperson or Vice-chairperson, or any other Member delegated by the Chairperson and Vice-chairperson.
21. **TRAVELLING EXPENSES:**
Travelling expenses of the Association's Officers and Delegates may be paid at the discretion of the Executive Committee.
22. **DISSOLUTION:**
- (a) The Association may be dissolved by two-thirds, majority decision of the aggregate number of Members at a General Meeting and the procedure for the winding up of the affairs of the Association shall be agreed upon. In the event of a dispute on winding-up, the matter shall be referred to an Arbitrator and the decision of the Arbitrator shall be final and binding upon the Association and all its Members.
- (b) On the dissolution of the Association its assets shall be distributed in the following order :-
1. firstly, in payment of its debts;
 2. secondly, in refunding the unexpired portion of Members' subscriptions; and

3. thereafter the remainder to a company, society or association in Zimbabwe which has objects similar to those of the Association.
4. In the event of such liquidation, or winding up, no distribution of the remaining assets shall be made without the approval of the Commissioner General of the Zimbabwe Revenue Authority.

22. **ALTERATION:**

- (a) This Constitution and Rules and any regulations or agreement made in terms thereof shall only be amended at an Annual or General Meeting provided that 21 (twenty-one) days' clear notice of the change proposed shall have been given to all Members in writing, subject to the general provisions of Rule 12(a).
- (b) The Constitution and the rules annexed thereto shall be deemed to have become operative as from 14th February 2006.

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