

ANNEXURE TO THE CONSTITUTION

The AZTA Code of Ethics

Part 1 - AZTA Members' Responsibilities to Customers and to the Public at Large

1.1 AZTA members are to treat their customers' interests as paramount. AZTA members must not allow the interests of principals, other parties, or their own interests to influence their duty to be objective in advising their customers of the options and alternatives that are relevant and available to satisfy the requirements of their customers. AZTA members are to make reasonable endeavours to find out and to facilitate for their customers the best available services at the best available prices relevant to the specified needs of the customer.

1.2 It is the duty of all AZTA members to keep themselves and their staff fully informed of all aspects of domestic and international travel and associated services in order to be in a position to give their customers truly professional advice. As part of this responsibility AZTA members are required to ascertain all pertinent facts concerning every tour, transportation, accommodation facility, or other travel service offered to their customers for which they accept an agency.

1.3 AZTA members shall treat every transaction with a customer as strictly confidential.

1.4 AZTA members shall treat their customers and the public with respect, consideration and courtesy.

1.5 It is the duty of all AZTA members to:

(a) protect their customers and the public at large against dishonesty, fraud, misrepresentation and unethical practices in their own business and within the industry as a whole;

(b) comply with the country's statutes, regulations and common law rules insofar as they govern and regulate business generally and the business of a travel agent in particular;

(c) comply with the Constitution and Rules of the Association, this Code of Ethics and all agreements entered into by AZTA on behalf of the individual members of AZTA. In particular, it is the duty of all AZTA members to properly receipt and account for moneys received from customers. Moneys received by AZTA members from customers are to be held in trust for the customer and are only to be utilised by the AZTA member for the purposes for which the customer has paid the AZTA member such moneys. Once an AZTA member has implemented contractual arrangements between a customer and a principal, moneys received from the customer are to be held in trust for the principal.

1.6 AZTA members shall advise their customers of the fees they charge prior to or at the time they undertake work on behalf of the customer including advice as to whether the customer will be required to pay a cancellation fee or charge in the event that a booking is changed or cancelled. When specifying cancellation fees that are applicable to a particular transaction the AZTA member shall advise the customer as to what portion of the cancellation fee or charge is payable to the principal and what proportion of the cancellation fee or charge will be retained by the AZTA member.

1.7 AZTA members shall not when promoting or advertising their services or the services of their principals make false, misleading, deceptive or dishonest statements. This prohibition shall apply equally to direct communications to customers, to indirect communications to customers and the public at large, and to their advertising.

Part II - AZTA Members' Responsibilities to Principals

2.1 AZTA members shall fairly and responsibly represent the interests of all principals with which they have agency arrangements.

2.2 AZTA members shall in their dealings with their principals honour the terms and conditions of their agency agreements. They shall fully acquaint themselves with the terms of their agency agreements and of their obligations thereunder.

2.3 AZTA members shall familiarise themselves with the products of their principals and honestly and faithfully represent such products to their customers. AZTA members shall not make any false, misleading, deceptive or dishonest statements concerning a principal or a principal's products or services.

2.4 AZTA members shall be cognisant of and shall further the interests of their principals by releasing promptly all unsold space and returning cancelled bookings with a minimum of delay.

2.5 AZTA members shall not improperly attempt to influence the employees of their principals for the purposes of securing preferential consideration in the assignment of space or for any other purpose.

2.6 AZTA members shall take all reasonable steps to help bring about resolution of any complaint or grievance that a customer may have with a principal. AZTA members will promptly advise any principal of any complaint or grievance expressed to an AZTA member by a customer concerning the principal's product, facilities or services.

2.7 An AZTA member who issues an e-ticket on behalf of another AZTA member and does not require payment for the same at or before the time the e-ticket is issued shall be deemed to have extended to the other AZTA member credit. The AZTA member so extending credit shall not cancel the e-ticket it has issued and obtain a refund in relation to the same except where

(i) the customer in whose name the e-ticket was issued requests that this be done; or
(ii) the AZTA member who issued the e-ticket is requested to cancel the ticket by the AZTA member on whose behalf the e-ticket was issued because the customer has not honoured the arrangements agreed upon for paying for the ticket.

Part III - AZTA members' General Ethical Responsibilities

3.1 AZTA has established a reputation as the organisation that represents professional, trust worthy, highly qualified, financially sound travel agencies in Zimbabwe. To become a member of AZTA an applicant must meet specified financial criteria, have qualified staff and operate out of premises which meet specified standards. As such, AZTA members owe AZTA and their fellow AZTA members a duty to uphold and maintain these standards both individually and collectively.

3.2 AZTA members must at all times comply with the AZTA Constitution and Rules, the AZTA Membership Rules and with this Code of Ethics.

3.3 AZTA members shall comply with and agree to be bound by the terms of the Hospitality Industry Agreement and any other collective agreement entered into by AZTA on behalf of its membership.

3.4 AZTA members in all dealings with other AZTA members, with customers and with principals and in the conduct of their business generally shall not engage in unfair competitive practices.

3.5 AZTA members shall treat each other with proper consideration and respect. They must not act in a manner that damages the reputation of AZTA.

3.5 AZTA members shall not seek to obtain any competitive advantage over another AZTA member by simulating or copying any name, design or style, mark or pattern used by another AZTA member or by a principal without first obtaining the written permission of the party in question.

3.6 No Member shall willfully interfere with any bookings held by another Member.

3.7 Members shall reply to complaint letters within 14 days of receipt.

3.8 Members shall return any monies due to their clients timeously.

3.9 Any advertising placed in any media by Members shall not be misleading or false. Any prices advertised shall include VAT and all other related charges, in accordance with the Laws of Zimbabwe.

3.10 In the event of a dispute between two Members, both parties shall agree that such dispute be subject to arbitration in accordance with the Arbitration Act of 1996. For that purpose they are to approach the Commercial Arbitration Centre in Harare, which shall recommend an arbitrator acceptable to both parties.

3.11 Members shall display the AZTA and International Air Transport Authority – IATA Certificates in their premises and the respective logos in their stationery. In addition,

Members on BSP Dual Billing must display their Zimbabwe Tourism Authority – ZTA Certificate and include their logo on all stationery.

3.12 Members shall insure themselves to protect any client’s credit with the Agency.

3.13 Members shall abide by any decision reached at any General Meeting.

3.14 Members shall report to AZTA any change in Directorship, Shareholders and Management, in accordance with IATA Rules and Regulations.

3.15 Members shall at all times respect the confidentiality of all transactions made with them.

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

Disciplinary measures against members’ employees shall be dealt with by members in accordance with their respective contractual terms of employment and the country’s labour laws

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