



KRUGER SAFARI & TOURISM

ASSOCIATION (KSTA)

MEMBERSHIP CRITERIA, TERMS & CONDITIONS

1. General Eligibility Requirements

All applicants (Full, Associate, or Affiliate Members) must:

- Be lawfully registered and operating in accordance with all applicable legislation.
- Hold all required licences, permits, registrations, and insurance.
- Demonstrate alignment with the objectives, values, and Code of Conduct of KSTA.
- Submit a fully completed and signed membership application form together with any required supporting documentation.
- Meet any additional reasonable criteria imposed by the Management Committee to safeguard the integrity, reputation, and objectives of KSTA.

2. Membership Approval and Discretion

- Submission of an application does not guarantee admission to membership.
- All applications are subject to review and approval by the Management Committee of KSTA.
- The Management Committee reserves the right, in its sole and absolute discretion, to approve or decline any application for membership.
- KSTA shall not be obliged to provide reasons for the acceptance or rejection of any application, unless required by law.

Membership shall only become effective once:

1. Written confirmation of approval has been issued by KSTA; and
2. All applicable membership fees have been paid in full.

3. Core Conditions for Membership

To qualify for membership of the Kruger Safari & Tourism Association (KSTA), an applicant must:

- ✓ Operate legally within the tourism sector
- ✓ Hold all required permits, licences, registrations, and insurance
- ✓ Align with KSTA's objectives, values, and ethical standards
- ✓ Submit a completed formal membership application
- ✓ Be approved in accordance with the Constitution and governance framework
- ✓ Pay all required membership fees in full
- ✓ Comply with the Constitution, Code of Conduct, governance framework, and disciplinary procedures of KSTA
- ✓ (If applying as a Full Member) Meet the prescribed attendance obligations for General Meetings and the Annual General Meeting (AGM)

Fulfilment of the above conditions does not automatically guarantee admission. Membership remains subject to approval at the discretion of the Management Committee in accordance with these Terms & Conditions and the Constitution.

4. Duties and Obligations of Members

All Members agree to:

- Comply with the Constitution of KSTA.
- Comply with the Code of Conduct and all policies of the Association.
- Protect and promote the reputation and interests of KSTA.
- Conduct business honestly, lawfully, professionally, and ethically.
- Maintain all required licences, permits, insurance, and regulatory compliance.
- Pay membership fees and any other amounts due within prescribed timeframes.
- Avoid anti-competitive conduct in compliance with the Competition Act of South Africa.
- Cooperate with lawful investigations or disciplinary processes conducted under the Constitution.

Failure to meet these obligations may result in disciplinary action in accordance with the Constitution and Disciplinary Code.

5. Attendance Requirement (Full Members)

Full Members must:

- Attend at least 50% of General Meetings per financial year.
- Attend the Annual General Meeting (AGM) in person (unless otherwise permitted under the Constitution).
- Ensure attendance is properly recorded.

Failure to meet attendance requirements may result in written notice and possible suspension or termination of membership, subject to procedural fairness as provided for in the Constitution.

The Management Committee may waive attendance requirements in exceptional circumstances at its discretion.

6. POPIA Consent (Protection of Personal Information Act, 4 of 2013)

By signing the membership application, the Applicant voluntarily consents to the collection, processing, storage, and use of its personal and/or company information by KSTA in accordance with POPIA.

Information may be processed for purposes including:

- Membership administration and record-keeping
- Communication regarding meetings, events, updates, and Association matters
- Compliance with legal and regulatory obligations
- Promotion of the Association and its members
- Any other lawful purpose related to the objectives and activities of KSTA

KSTA undertakes to:

- Process personal information lawfully, fairly, and transparently;
- Implement appropriate technical and organisational security safeguards;
- Not disclose such information to third parties without consent, unless required or permitted by law.

Applicants acknowledge their right to access, correct, object to, or request deletion of personal information held by KSTA, subject to applicable legal limitations.

7. Declaration of Truthfulness

The Applicant declares that all information provided in the membership application, including supporting documentation, is true, complete, and correct to the best of their knowledge.

The Applicant acknowledges that KSTA relies on the accuracy of such information when considering the application and administering membership.

Provision of false, misleading, or incomplete information may result in:

- Rejection of the application; or
 - Suspension or termination of membership if already granted.
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8. Suspension and Termination of Membership

KSTA reserves the right to suspend or terminate membership where a member:

- Engages in misconduct or conduct unbecoming of a member;
- Acts in a manner that brings, or is likely to bring, KSTA into disrepute;
- Fails to comply with applicable laws, regulations, permits, licences, or industry requirements;
- Fails to comply with the Constitution, Code of Conduct, policies, or lawful resolutions of KSTA;
- Fails to pay membership fees or other amounts due within prescribed timeframes.

Where appropriate, KSTA shall afford the member a reasonable opportunity to respond before a final decision is made, in accordance with the Disciplinary Code.

Upon termination, the member shall:

- Immediately cease representing itself as a member of KSTA; and
 - Forfeit all rights and benefits associated with membership.
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9. Indemnity and Limitation of Liability

Membership of KSTA does not create any partnership, agency, joint venture, employment, or representative relationship between KSTA and its members.

Each member operates independently and remains solely responsible for its:

- Business activities and operations;
- Tours, services, and excursions;
- Employees, contractors, and agents;

- Permits and regulatory compliance.

KSTA shall not be liable for any loss, damage, injury, claim, liability, cost, or expense arising from:

- A member's operational activities or conduct;
- Services provided by a member;
- Acts or omissions of a member, its employees, agents, or contractors;
- Disputes between a member and any third party.

Each member indemnifies and holds harmless KSTA, its Management Committee, office bearers, employees, and representatives against any claim arising out of or in connection with the member's operations or conduct.

10. Acceptance

By signing below, the Applicant confirms that they:

- Have read and understood these Membership Terms & Conditions;
 - Agree to be bound by the Constitution, Code of Conduct, and policies of KSTA;
 - Consent to the processing of information under POPIA;
 - Accept that membership is subject to approval by the Management Committee in accordance with the Constitution.
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Company / Business Name: _____

Authorised Representative (Full Name): _____

Position: _____

Signature: _____

Date: _____