

# CONSTITUTION OF THE GRAHAMSTOWN HOSPITALITY GUILD

## 1. NAME

The name of the Association shall be GRAHAMSTOWN HOSPITALITY GUILD

## 2. STATUS

The Association is a voluntary, non-profit organisation of its associated members, which functions as an independent legal persona, capable of instituting legal proceedings and entering into legal contracts in its own name within the limitations contained in its constitution.

## 3. AIMS AND OBJECTIVES

- 3.1 To grade accommodation on an annual basis.
- 3.2 To act as mediator between accommodation providers and visitors where disputes have arisen and cannot be resolved amicably between the parties
- 3.3 To provide a forum for the sharing of ideas and advice related to the running of accommodation establishments.

## 4. MEMBERSHIP

- 4.1 Any accommodation provider, business, booking agency, institution or organisation engaged in the business of providing accommodation in Grahamstown and surrounding areas.
- 4.2 Current members of BABAG and Grahamstown Accommodation Guild shall automatically be eligible for membership.
- 4.3 New members in the B&B sector shall be required to pass a minimum standards inspection.
- 4.4 Members will be bound by a Code of Conduct as detailed in this constitution.
- 4.5 All members will be subject to annual inspections and/or review of their membership.
- 4.6 Where an accommodation establishment is sold and/or changes hands, re-application for membership and re-grading must take place within three months of changeover.

## 5. CESSATION OF MEMBERSHIP

Membership of the Association shall cease upon one of the following occurring :

- 5.1 The resignation in writing by a member.
- 5.2 After investigation of a complaint about a member and after due hearing of the mediation committee, the committee decides to rescind membership.
- 5.3 The member being in arrears with payment of subscription fees and after due notice not rectifying the matter within one month.
- 5.4 Members not complying with the terms and conditions of this Constitution and Code of Conduct.

## 6. COMMITTEES

- 6.1 The business of the Association shall be conducted by an Executive Committee (EXCO) elected annually from the members by the members at the AGM.

The EXCO shall consist of

- Chairperson
- Vice-chairperson
- Secretary
- Treasurer
- Committee member

The committee shall be elected as a whole at the AGM and the portfolios shall be decided at the first meeting of the committee thereafter.

- 6.2 The mediation committee shall consist of

Two EXCO members

At least two other persons co-opted on an ad-hoc basis and for the express purpose of a mediation hearing, preferably from outside of the association and with good standing in the community, and preferably with some business and/or legal background. The choice of these persons shall be decided by the EXCO.

- 6.3 The inspection teams shall consist of :

One EXCO member

At least one other member of the Association

## 7. MEETINGS.

- 7.1 The EXCO shall meet at least three times per year, but may meet more often if necessary.
- 7.2 The disciplinary committee shall meet only if and when the necessity arises.
- 7.3 The Association shall hold an AGM every year by the end of March.
  - 7.3.1 Written notice of the AGM shall be given to the members not less than 14 days prior to the date of the meeting.
  - 7.3.2 Members wishing to have particular matters discussed at the AGM must hand in written submissions to the EXCO at least 7 days prior to the date of the meeting.
  - 7.3.3 The members attending the AGM shall be deemed to form a quorum.
- 7.4 Special General Meetings (SGM) may be called upon receipt of :
  - 7.4.1 A written request signed by at least 30% of the members of the Association or
  - 7.4.2 A written request signed by a majority of the EXCO.
  - 7.4.3 Written notice of a SGM shall be given to members at least 10 days prior to the date of the meeting. No matters other than those on the notice may be discussed at a SGM.

## 8. VOTING.

- 8.1 Voting shall be by a show of hands, or by closed ballot if requested.
- 8.2 One vote per member, present at the meeting, shall be allowed.
- 8.3 The presiding chairperson will have the casting vote.

## 9. FINANCES.

- 9.1 Members will be required to pay annual membership fees to be determined by the AGM, who may delegate this authority to the EXCO.
- 9.2 New accommodation providers will be required to pay an inspection fee on joining and thereafter annual membership fees.
- 9.3 The membership fees for B&B establishments will include the annual inspection (grading) of their premises.
- 9.4 The financial year of the Association shall run from 1 March to 28 February.
- 9.5 The liability of the members of the association is limited to their commitments in respect of membership fees.

## 10. AMENDMENTS TO THE CONSTITUTION

The Constitution as adopted at the founding meeting of the Association shall remain in force until amended by a vote in favour of amendment by at least 70% of the members present at a duly constituted AGM or SGM.

## 11. DISSOLUTION

The Association may be dissolved if at an AGM or SGM not less than 70% of the members present vote in favour of its dissolution.

The assets of the Association shall be liquidated and distributed in accordance with directives given by the meeting.

## 12. MEMBERS BOUND BY CONSTITUTION

Upon admission, a member shall be bound by the terms and conditions of this Constitution, including all amendments, rules, regulations and codes of conduct passed in terms thereof.

## 13. CODE OF CONDUCT OF GRAHAMSTOWN HOSPITALITY GUILD

### 13.1 DEFINITIONS

- 13.1.1 **“Member” means any member of the Association in good standing**
- 13.1.2 “Agent” means an accommodation booking agent
- 13.1.3 “Hosts” means a householder who provides casual / periodic accommodation on an occasional basis and is represented by an agent
- 13.1.4 **“Accommodation provider” means any person, business or organisation who provides accommodation which is continuously reserved for the use of paying visitors.**

### 13.2 MANDATES

Agents shall hold written mandates from the hosts or accommodation providers they represent and shall act only in terms of that mandate.

### 13.3 CONDITIONS OF RENTAL AND CONDITIONS OF HIRE

Agents shall communicate in writing the condition of contract on any rental to the visitor.  
Accommodation providers shall communicate in writing the conditions of hire to the visitor.

**The conditions of rental and the conditions of hire shall include :**

- 13.3.1 That the accommodation provider or agent is a member of the Association and adheres to the code of conduct of the Association.**
- 13.3.2 That the visitor has the right to approach the Association for assistance in unresolved disputes**
- 13.3.3 The rental / rate per person per night on a sharing or single basis**
- 13.3.4 The agreed number of nights that the visitors will be accommodated and any limits on the occupancy of the accommodation**
- 13.3.5 The requirements for and details of payment including deposits (refundable or otherwise)**
- 13.3.6 The policy in respect of amendments to bookings, cancellations and refunds.**

**All members shall accurately and objectively describe accommodation to prospective visitors and shall describe any facilities and/or equipment inherent in the accommodation and any provisions for meals.**

**All enquiries, complaints and correspondence shall be quickly and efficiently handled**

### 13.4 DISPUTES

- 13.4.1 In the event of a dispute the member shall immediately seek amicable resolution between the parties.**
- 13.4.2 Should the parties themselves not be able to achieve an amicable solution within 24 hours the member shall bring the matter to the attention of the EXCO for arbitration by the disciplinary Committee.**
- 13.4.3 Should the disciplinary committee decide for any reason to retain a local attorney to settle the matter, the costs of the attorney will be recoverable from the parties.**
- 13.4.4 Any dispute will be brought to resolution as speedily as possible and wherever possible before the visitor leave Grahamstown.**

**MEMBERS shall at all times recognise the importance of visitors in the Grahamstown economy and shall make every effort to make visitor's experience in Grahamstown as pleasing as possible.**