



Application Form 2019

Vat Number: 4800226302 | NPO 51519

**Please complete this form and email your completed form to:
admin@naa-sa.co.za. Kindly complete all the boxes.**

General Details

Establishment Name:

Company Name:

Reg No:

Hosts - First Name:

Surname:

Gender:

Male

Female

ID Number:

Street Address:

Town/City:

Region:

Postal code:

Tel:

Cell:

E-mail:

Website:

Vat Number:

**If registered.*

What is the name of your local Municipality?

Do you have consent to operate according to your Municipality requirements?

**Regarding municipal by-laws, correct property zone, etc.*

Yes

No

Would you like to join a region Whatsapp Report?

Yes

No

Which accommodation type do you fall under? **Please see below:*

Grading and other accreditations

**Please complete where applicable.*

TGCSA: Yes No

Star Grading:

Establishment Details

Please complete where applicable:

Total number of rooms and self-catering units:

Conference Facilities: Yes No

Spa/Wellness Facilities: Yes No

No. of staff, incl. hosts etc:

Member Benefit Details

Insurer: Policy No:

No. of TV sets: Business TV Licence No:

Do you have a card machine? Yes No Merchant No:

From which bank is your card machine:

Do you have a business Makro card: Yes No Card No:

I/We certify that the information I have provided in this application form is to the best of my/our knowledge true and correct.

I/We hereby read and agree with the The Terms and Code of Conduct of NAA:

Date:

**NATIONAL ACCOMMODATION ASSOCIATION
TERMS AND CODE OF CONDUCT**

1. NAA-SA Objectives:

- 1.1. To promote our sector of the industry by means of:
 - 1.1.1. Effective networking of co-operating establishments operating under the banner of NAA-SA to the individual benefit of all our members;
 - 1.1.2. Encouraging referrals among our members;
 - 1.1.3. Supporting public and private sector efforts to promote the B&B industry;
- 1.2. To lobby on behalf of our members by:
 - 1.2.1. Actively engaging government and private sector in a positive spirit of collaboration for the benefit of all our members;
 - 1.2.2. Collective bargaining for government services and support;
 - 1.2.3. Liaising with tourist bodies, government, media, etc, on broad issues concerning the industry, for feedback to all members;
 - 1.2.4. Being part of any provincial/national body whose business includes decision making on the industry;
- 1.3. To bargain collectively on behalf of our large number of individual members with suppliers of goods and services.
- 1.4. To communicate by:
 - 1.4.1. Briefing Councillors, individual members and subscribing associations about matters that affect the industry;
 - 1.4.2. Networking nationally;
 - 1.4.3. Providing a platform for feedback from members and other role-players;
 - 1.4.4. Listening to our members' concerns, needs, etc;
- 1.5. To set minimum standards for our accommodation establishments by providing guidelines to maintain guest comfort and safety beyond that of non-member establishments;
- 1.6. To protect the interest of all our members;
- 1.7. To devise and adopt a suitable code of ethics and conduct;
- 1.8. To arbitrate in matters of dispute;

2. NAA-SA Management:

- 2.1. The NAA-SA Senior Executives shall be responsible for all actions and management of the Association and may delegate the management or any aspect thereof to Senior employees or chair persons as it deems fit, including powers and rights exercisable by the Association. Only the Senior Executives, Senior Employees and Chair persons may bind the Association, but they may not make any pledge on behalf of members.
- 2.2. The Senior Executives may terminate any delegation, in whole or in part, at any time and assume direct responsibility for any Branch or function or determination and its decisions shall be final.

3. Application for Membership:

- 3.1. Any person with a business in small to medium accommodation sector is eligible to apply for membership of NAA-SA, subject to the approval of the Chair person and ultimately the Senior Executives.
- 3.2. Prospective members must be eighteen years or older.
- 3.3. There is no obligation to give a reason for refusal or cancellation of membership, but it may be given at sole discretion of the Senior Executives.
- 3.4. There is no obligation to give any refund for a cancellation. However, at its sole discretion, a proportionate refund may be given to the nearest full month.

4. Membership:

- 4.1. Every member agrees to accept the terms of use and code of conduct. Members shall be entitled to the right, privileges and benefits of the relevant class of Membership. Members have no liability to any third parties in connection with NAA-SA or its activities. Members have no proprietary or other rights in the organization. NAA-SA assets and property and no authority to contract on its behalf.
- 4.2. Benefits of memberships include, but is not limited to:
 - 4.2.1. Discounted rates by approved service providers;
 - 4.2.2. Marketing assistance and a listing on the NAA-SA website;
 - 4.2.3. National representation at various industry bodies;
 - 4.2.4. Member support and advice services
- 4.3. Benefits may be changed, removed, or added from time to time and members will be notified in advance of such changes.
- 4.4. The expectation of members is to pay the Membership Fees and act in accordance with the Code of Conduct. Members should inform the Chair persons of any change of address and contact information including telephone numbers and e-mail addresses. It shall be the responsibility of members to keep their contact information current on the NAA-SA Platform.
- 4.5. The duration of the NAA-SA membership shall be monthly or annually and run from the first day of payment received. Renewal is automated, but you will be reminded two months prior to the end of your current period with the option to cancel.
- 4.6. A formal register of members will be held centrally by the NAA-SA and subject to all data and privacy protection laws.

5. Membership Fees:

- 5.1. In consideration for the privileges and benefits of membership. The NAA-SA shall charge members an annual fee or membership fee, payable in full.
- 5.2. NAA-SA in its sole discretion, reserves the right to amend or waive all or part of any Membership Fee due from any member.
- 5.3. The amount of the Membership Fee will be determined annually.
- 5.4. Membership Fees will be debited on the date given in the renewal reminder, unless cancelled. If you have not paid online when joining, you will be invited again to do so.
- 5.5. Membership is personal and non-transferable, and members must not share their personal subscription with another person either by sharing the membership benefits, card or Website access information.

6. Code of Conduct:

- 6.1. The communication of information concerning the NAA-SA, its affairs, and its members to the media is strictly prohibited unless otherwise explicitly authorized by the Senior Executives. Usually all public relations and publicity is handled or overseen centrally.
- 6.2. Unless agreed otherwise, information on members or members' guests, matters raised in conversation between members (both where the parties are physically in the same place or at a distance communication electronically) are strictly private and not to be used for journalistic purposes.
- 6.3. No member may use NAA-SA's intellectual property rights or the Trade Mark without the express permission of the Senior Executives. In particular, no member shall make any representation of endorsement by the NAA-SA without the express permission of the Senior Executives.
- 6.4. Members shall deal with other members with respect and courtesy in all encounters and conversations, including when communication electronically. Members must respect the privacy of others and refrain from repeating unsolicited approaches to members, where approaches are unreciprocated.
- 6.5. Abusive or inappropriate content and/or conduct will not be tolerated by the NAA-SA.
- 6.6. Members must comply with our Acceptable Use Policy and S.A. laws in their Websites use and contributions, including member to member communications. Such use and content must not be defamatory of any person, be obscene, offensive, hateful or inflammatory or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. It must not infringe any intellectual property rights of any other person. It must not threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person. It must not be used to impersonate any person, or to misrepresent any identity or affiliation.
- 6.7. Members must not extract data from the Website for inappropriate commercial use (by harvesting bots, robots, spiders, or scrapers) or knowingly introduce viruses, trojans, worms or other material which are malicious or technologically harmful.

7. Sanctions:

- 7.1. Any member who behaves in a manner which falls below the Code of Conduct or Acceptable Use Policy may be asked to provide an explanation to the Senior Executives.
- 7.2. Members may be warned, suspended or expelled from the NAA-SA, an event or activity, including access to the website, for failure to pay Membership Fees, a breach of the letter and/or spirit of these guidelines and policies, including the Code of Conduct or if the NAA-SA considers in its absolute discretion that the conduct of a member is contrary to the interests of the organization or the organization considers they are unfit to remain a member. The NAA-SA is not obliged to provide reasons for sanctions decisions, including expulsion, and any deliberations and other information on the same shall be strict confidence.
- 7.3. Any member expelled, for whatsoever reason, shall forfeit all privileges and benefits of membership and all rights against the NAA-SA. There will be no obligation to give any refund but at its sole discretion, a partial refund may be given.

8. Complaints Procedure:

- 8.1. Member's complaints shall be made in writing to the Senior Executives and the resolution of the complaint shall be at the sole discretion of the Organization. There shall be a right of appeal the executive Committee against either the finding or the sanction and the decision of the Senior Executive shall be final and binding.

9. Website and Platform:

- 9.1. By posting data on the Website or consenting to the same, members grant NAA-SA a non-exclusive, transferable, royalty-free, worldwide license to publish it as posted, subject to their privacy settings and the right of any member at any time to request the Organization cease to publish the same. This license ends when members delete their content or their membership subject to retention (but not further publication) for regulatory purposes as below.
- 9.2. The NAA-SA is not responsible for the actions, content, information, or data of members or third parties. The Organization will immediately remove content on receipt of an Abuse Report and any Website content in breach of the Code of Conduct or Acceptable Use Policy should be reported immediately to the Senior Executives by email and state in the subject heading "Abuse Report". The NAA-SA tries to keep the Websites operational secure, bug-free, and safe, but members use it at their own risk and it is provided "as is" without any express or implied warranties including warranties of performance, quality merchantability, fitness for a particular purpose, and non-infringement. Third Party software of applications, if any, are provided strictly on third party terms.
- 9.3. The Website may collect information about member computers, including IP addresses, operating systems and browser types for system administration and performance maximization.
- 9.4. The Organization may obtain information about member Website use by a cookie file which is stored on the computer hard drives to help improve the Website and to deliver a better and more personalized service. They enable the Organization to store information about member preferences and allow it to customize the Website according to member's interests and speed up searches.

10. Liability:

- 10.1. The Senior Executives, its employees and/or Chair persons, shall not be liable to any member or guest of a member for any loss, damage or injury suffered by them or their property howsoever caused save in respect of death or personal injury to a member or guest caused by the gross negligence of the Senior Executives, its employee and/or Chair persons. Any liability of the NAA-SA for any direct or consequential loss or damage of whatsoever nature suffered or incurred by any member of the NAA-SA is expressly excluded.

11. Amendments and Interpretation:

- 11.1. We reserve the right to make changes to this Acceptable Use Policy at any time, and any changes will be effective immediately upon posting to the Website.
- 11.2. Questions, comments, concerns and requests regarding these terms and conditions are welcomed and should be addressed to NAA-SA via email.

12. Acceptable Use Policy:

- 12.1. We reserve the right to make changes to this Acceptable Use Policy at any time, and any changes will be effective immediately upon posting to the Website. Members are responsible for regularly reviewing the Policy. Continued use of the Website following any changes shall constitute acceptance of the changes.
- 12.2. This policy recognizes the fundamental fact that no one owns or controls the Internet. We cannot monitor or control all the activities of our Members. We do not intend to actively screen, review, censor, edit or take responsibility for the activities or activities of our Members. The Members assume all responsibility relating to their Internet activities including, but not limited to.
- 12.3. Aspects of the Member's business.
- 12.4. Content and data provided by or through a Member for use with the Organization services.
- 12.5. Decisions about Member's computer and communications systems needed to access the Services.
- 12.6. Information obtained from using the Organization services.
- 12.7. Compliance with all applicable laws and governmental regulations regarding Member's business or use of Organizations services.
- 12.8. Use of the Organizations services by Members as end users.
- 12.9. Compliance with this Acceptable Use Policy by Members.
- 12.10. Activities conducted on the Internet are subject to many of the same laws and regulations applicable to the offline environment. Members must exercise a high degree of judgment and responsibility with respect to their use of the Organization's services, including the responsibility to comply with this Acceptable Use Policy. Members will violate this Policy when they or their affiliates engage in any of the following activities.

13. Network and Other Abuse:

- 13.1. Using the NAA-SA network or other NAA-SA resources in any way that adversely affects other Members is strictly prohibited. This includes but is not limited to.
- 13.2. Gaining or attempting to gain unauthorized access to servers or services. Such attempts include "internet scamming" (tricking other people into releasing their personal information), password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities.
- 13.3. Introducing viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 13.4. Intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses. Using IP addresses which were not assigned to them or without the assignee's permission.
- 13.5. Maintaining an Open Email Relay/Open Data Relay or allowing any data to be sent through one's server by an unrelated third party, including, but is not limited to, via open email gateways and open proxy servers.

14. Illegal Content:

- 14.1. Membership accounts that include content or which have links to co-content that is unlawful or is considered offensive by the web community may be terminated.
- 14.2. Promotes injury or physical harm against any group or individual
- 14.3. Exploits or depicts children in a negative/sexual way.
- 14.4. Infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including pirated computer programs, cracker utilities, warez and software serial numbers or registration codes.
- 14.5. Violates any law, statute, ordinance or regulation governing the Member's business or activities with limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection issuance or sale of securities, trade in firearms, privacy, data transfer and telecommunications.

15. SPAM or Unsolicited Commercial Email:

- 15.1. We have zero tolerance for the sending of SPAM or Unsolicited Commercial Email (UCE) over our network. Members cannot send UCE and cannot host sites or information advertised in UCE. Members must take all reasonable precautions to secure their servers and sites against SPAM exploits (e.g. open email relays and insecure cgi scripts).
- 15.2. Violating our UCE or SPAM policy will result in penalties. Upon detection or notification of a violation of our UCE policy, we will initiate an immediate investigation. During this time, outgoing mail may be suspended from the offending ip address to prevent further violations.
- 15.3. If a Member is found to be in violation of our UCE policy, we will impose penalties and/or, at its discretions, restrict or terminate the offending account and the Member's access to our network. Repeated or serious violations may result in the immediate termination of the account. SPAM is a very serious matter. PLEASE DO NOT SPAM. TAKE ALL PRECAUTIONS against SPAM EXPLOITS.

16. Our Administrative Login and Management Software:

- 16.1. To facilitate network/server management, inventory and related activities, all our Servers include and administrative account and password and/or a daemon. All reasonable precautions are taken by us to maintain the security of these tools and the privacy of Members data. Members must not tamper, hinder, delete, or in any way change the functioning of these tools. To do so intentionally or otherwise is grounds for the immediate suspension of a Member's account.

17. Account Cancellation:

- 17.1. This Acceptable Use Policy (AUP) is not exhaustive. We have the right to refuse service to anyone at any time WITHOUT WARNING OR PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to a violation of the Acceptable Use Policy as outlined above.

18. Disclaimer:

- 18.1. This website contains material (including but not limited to advertisements) submitted and created by members and third parties. All advertisements published on the site are subject to the warranties below. All member and third-party material are published by NAA-SA in good faith. The NAA-SA does not accept any responsibility for the accuracy of such material (nor is any warranty expressed or implied by publication) and the NAA-SA specifically disclaims and excludes all liability to any person (be they advertiser, reader or user or member) for any loss or damage of any nature whatsoever or however arising from any error, omission or inaccuracy in such material and the NAA-SA takes no responsibility for such material.
- 18.2. In the event that you purchase or obtain any goods or services for another member or a third party then your acquisition of such goods or services will be in accordance with the third party's terms and conditions and the NAA-SA will have no liability to you in respect of the same.
- 18.3. The website also contains links to other websites which are not under the control of and are not maintained by the NAA-SA. The NAA-SA is not responsible for the content of those sites. The NAA-SA provides these links for your convenience only but does not necessarily endorse the material on these sites.

19. Commercial Communications Submissions: Warranties:

- 19.1. The person submitting the material for dissemination (the Advertiser) warrants that in relation to a commercial communication, promotion or advertisement (the Advertisement) submitted to the NAA-SA.
- 19.2. The reproduction and/or publication of such Advertisement will not breach any legislation, regulation (governmental or otherwise) or contract or infringe or violate any copyright, trademark, or other personal or proprietary right of any person or render the NAA-SA liable to any proceedings whatsoever.
- 19.3. That all advertising copies submitted to the NAA-SA is legal, decent, honest and truthful and complies with the **Advertising Standards Authority of South Africa** - Advertising, Sales, Promotion and Direct Marketing (the DMASA Code) and all other relevant codes under the general supervision of the Advertising Standard Authority of South Africa or any other applicable body; and
- 19.4. In relation to any financial promotion the Advertiser is, or the contents of the Advertisement have been approved by, an authorized person within the meaning of the Financial Markets Act no 19 of 2012 and related legislation including but not restricted to Financial Markets Act 19 of 2012 or that the Advertisement is otherwise permitted under that Act or related legislation.
- 19.5. The copyright for all purposes in all artwork, copy and other material which the NAA-SA or its agents or employees have originated or reworked shall vest in the NAA-SA. The Advertiser grants the NAA-SA license to reproduce all material not so vesting unless specifically agreed otherwise.
- 19.6. The Advertiser agrees to check the correctness of the Advertisement. Any complaint, whether about the Advertisement (and of each individual Advertisement if part of a series) or the details contained in the Invoice or email confirmation of booking (as the case may be), must be raised with the NAA-SA within 7 days of publication.
- 19.7. The Advertiser will indemnify the NAA-SA and keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever incurred by the NAA-SA arising directly or reasonable foreseeably as a result of any breach or non-performance by the Advertiser of any of the representations, warranties or other terms herein contained or implied by law.

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