

The Companies Act 2015

ARTICLES OF ASSOCIATION

OF

**FIJI HOTEL AND TOURISM
ASSOCIATION**

("A Company Limited by Guarantee")

Amended 23 June 2022

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1. THESE ARTICLES SHALL BE CONSTRUED WITH REFERENCE TO THE PROVISIONS OF THE COMPANIES ACT 2015 (“THE ACT”) AND THE TERMS USED IN THESE ARTICLES SHALL HAVE THE SAME RESPECTIVE MEANINGS AS THEY HAVE WHEN USED IN THAT ACT AND, UNLESS THE CONTEXT REQUIRES OTHERWISE: -

1.1 The Association is established for the following purposes;

- (a) To conduct those activities that the board may decide to engage in from time to time.
- (b) To further protect, encourage and promote by all or any lawful means the interests of members in the business of hotel, accommodation, restaurant, dive and water sport operators, and kindred businesses within the general ambit of the tourism industry.
- (c) To maintain and promote standards within the tourism industry in Fiji by encouraging reliability and honest dealing and discouraging unfair practices.
- (d) To improve the service rendered to the public by members of the Association by offering constructive suggestions and disseminating information amongst its members, and by advertising and marketing generally.
- (e) To act as a non-political agency in making recommendations to the Legislature concerning legislation of interest to the hotel business and tourism industry in general, and recommendations to any other public body in Fiji concerning such industry, and all matters affecting industrial relations.
- (f) To improve and promote the proper training of management and employees throughout the tourism industry.

In the carrying out of its objects the Association shall have the following powers:

- (g) To do all such things that are incidental or conducive to the attainment of the objects of the Association or any one of them.
- (h) To affiliate with any other Association or alliance of Associations having objects compatible with the objects and policies of the Association.
- (i) To purchase, take on lease, or otherwise acquire lands, buildings and premises for the furtherance of the objects of the Association.
- (j) To erect and maintain, alter and repair, any buildings and erections or other property that may be acquired for the purpose of the Association.
- (k) To buy or otherwise acquire chattels of all descriptions, books, papers, machines, apparatus and other things required for or of use in connection with the offices of the Association.
- (l) To manage, let, sell, exchange or otherwise deal with the property of the Association in such manner as the Association shall deem necessary.
- (m) To lend, borrow, or raise or secure the payment of money in such manner as the Association shall think fit upon such terms and conditions as shall be deemed expedient and in particular by mortgage of debenture, perpetual or otherwise, bank overdraft or other securities, and to charge if need be such mortgages, debentures or other securities, upon the floating assets of or upon all or any of the property of the Association present or future.

- (n) To raise funds by means of subscriptions of members and levies on members and otherwise for all the purposes and objects of the Association in such amounts and in such manner as is provided for in these rules.
- (o) To enter into any agreement with any person, firm, company, Government, Municipal or other Local Authority or other association which may seem conducive to the Association's objects or any of them and to obtain from such person, firm, company, Government or other Authority or association any right privilege or concession which the Association may think desirable to obtain and to carry out exercise and comply with any such arrangement, right, privilege or concession.
- (p) To apply for, promote and obtain, any legislation, leave, license, right or authority to enable the Association to carry out its objects and/or for the purpose of obtaining for the Association or its members any additional powers or protection or for any other purpose which may appear to the Association to be expedient in the interests of the Association or members and to oppose Bills, Acts, regulations, proceedings or applications which may seem to the Association likely to prejudice the interests of the Association or its members directly or indirectly.
- (q) To aid by donations or any other means approved by the Association, researches or experiments in any matters or things likely to benefit the Association or its members.
- (r) To do all such lawful acts and things as are incidental or conducive to the attainment of the abovementioned objects or any of them.
- (s) The income and property of the Association, wheresoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in the Articles of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise, howsoever by way of the Association. And it is Hereby Declared and Agreed that it is the object of the Association to maintain the said Association in its entirety and that no member shall be in such capacity entitled to make a claim or demand for any share in the assets of the Association or for any division thereof, but shall while a member be only entitled to the privileges provided by this Articles and shall on ceasing to be a member in accordance with this Articles cease to have any claim whatever upon the Association.

PROVIDED THAT the Association shall not support with its funds or endeavor to impose on or procure to be observed by its members or others any regulation or restriction which if any object of the Association would make it a Trade Union.

1.2 In the interpretation of these Articles unless there be something in the subject or context inconsistent therewith:

- 1.2.1 "Alternate Director" means a person appointed as an alternate director;
- 1.2.2 "Articles of Association" means these Articles of Association;
- 1.2.3 "Association" means Fiji Hotel and Tourism Association.
- 1.2.4 "the Board" means the Board of the Directors constituted under Article 6.1 hereof as have authority to act for it in an executive capacity.
- 1.2.5 the "Breaches of Code of Ethics and Disciplinary Procedures" shall be those procedures as approved by the Board summarizing the reporting and disciplinary process to be followed in the event of a breach of the Code of Ethics. The said Breaches of the Code of

Ethics and the Disciplinary Procedures are attached to the Articles and marked as Annexure 2.

- 1.2.6 the “Code of Ethics” summarizes the guidelines of conduct, as approved by the Board, required of the Association’s Members, which Members agree to comply with as a condition of Membership and be subject to disciplinary action in the event of breach. The said Code of Ethics is attached to the Articles and marked as Annexure 1.
- 1.2.7 “Companies Act” means the Companies Act 2015;
- 1.2.8 “Chief Executive” includes any person appointed for the time being to perform the duties of the office of the Chief Executive of the Association.
- 1.2.9 “Company” means the Company which has adopted these Articles of Association;
- 1.2.10 “Director” includes any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director; in addition, means a representative of an Active Member or Special Active Member appointed to the Board of Directors under Article 6.2
- 1.2.11 “Directors” means all or some of the Directors acting as a board;
- 1.2.12 “Hotel” shall have the meaning assigned to it by the Hotels and Guest Houses Act Cap 195
- 1.2.13 “Member” includes any person, firm, partnership, company, corporation, joint venture, or any other organization who applied for and was duly elected to membership of the Association
- 1.2.14 “Office” means the office from time to time of the Association.
- 1.2.15 “Persons” and words importing persons shall if the context so requires include as well as individual natural persons, firms, partnerships, companies, corporations, and joint ventures whether incorporated or not.
- 1.2.16 “Room” shall mean a unit enclosed by walls or partitions constructed of cement, timber or any other material in which a person or persons may occupy and lodge for a period of time in consideration for money or money’s worth.
- 1.2.17 “Standing Committee” means any committee that is appointed by the Board for the purpose of assisting the Board on certain nominated on-going permanent functions.
- 1.2.18 “Special Committee” means any committee that is appointed by the Board for a special purpose or deal with a special issue only.
- 1.2.19 In this Articles of Association, except where the context otherwise requires—
 - (a) the singular includes the plural and vice versa, and a gender includes other genders;
 - (b) another grammatical form of a defined word or expression has a corresponding meaning;
 - (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Articles of Association, and a reference to this Articles of Association includes any schedule or annexure;
 - (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

- (e) a reference to FJ\$, \$FJ, dollar or \$ is to Fiji currency;
- (f) a reference to a section number is a reference to the corresponding section of the Companies Act; and
- (g) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

Headings are for ease of reference only and do not affect interpretation.

2. MEMBERSHIP

- 2.1 ACTIVE MEMBERS: Active members shall be licensed hotels and accommodation providers within Fiji having at least two (2) rooms or any operator that is tourism related including dive and water sport operators.
- 2.2 SPECIAL ACTIVE MEMBERS: Special Active Members are members normally and actively engaged in the management of a group or chains of Hotels in Fiji. Special Active Members shall have the right to hold office in the Association and vote at all meetings of the membership but shall not be entitled to vote under the circumstances set forth in Article 12.3 hereof.
- 2.3 ASSOCIATE MEMBERS: Associate Members shall be any member established in allied and kindred business within the general ambit of the tourist industry. Associate Members shall have the rights and privileges of Active Members but shall not have the right to vote or hold office.
- 2.4 HONORARY LIFE MEMBER: The Board of Directors may confer Honorary Life Membership on any person who shall have rendered some distinguished service to the Association. Honorary Life Members shall have all the rights and privileges of Active and Associate Members, except to vote and hold office. Honorary Life Members shall not be required to pay dues.

3. ADMISSION OF MEMBERS

- 3.1 Any person desiring to become a member of the Association shall present to the Chief Executive a written application signed by himself or the owner, shareholder or director of such person. Upon receiving such application, the Chief Executive shall promptly refer the same to the Membership Committee appointed by the Board of Directors, which shall investigate the eligibility of the applicant as a member, based on the criteria and guideline as set out by the Board of Directors from time to time.
- 3.2 The Membership Committee shall report its findings, together with its recommendation to the Board of Directors, which shall proceed to consider and vote upon such applicant. The majority vote of the Board of Directors shall be required to admit such person to membership of the Association. The applicant shall be informed of the decision of the Board of Directors but in no case shall an applicant whose application is rejected be required to be informed of the reason for his/her rejection.
- 3.3 Each Member must, as a condition of membership, agree in writing to be bound by the Code of Ethics of the Association as amended from time to time by majority vote of the Board of Directors and subject to the limitations herein in the event of a breach to be subject to disciplinary action, as outlined in the Breaches of Code of Ethics and Disciplinary Procedures as amended from time to time by a majority vote of the Board of Directors.

- 3.4 A Director is a non-interested Director if he or she does not have an actual or perceived commercial benefit from the outcome of a disciplinary investigation.
- 3.5 The Membership Committee shall carry out investigation on any claim lodged against any member for any alleged or suspected breach of the Code of Ethics and responsible for any disciplinary action, if necessary, as directed by the Board. No member shall be suspended or expelled unless due process has been completed pursuant to Articles 4.4-4.6.

4. REGISTER OF MEMBERS

- 4.1 The Board of Directors shall cause to be kept a Register of Members which shall record the full name and address of each member together with the date of his joining and the date on which he ceased to be a member.
- 4.2 The Board by vote of not less than seventy-five per cent (75%) of its directors may for such cause as it thinks sufficient remit in whole or in part the subscription of levy due by a member.
- 4.3 If any member infringes any of the Articles or by-laws of the Association or is guilty of a breach of the Association's Code of Ethics or any other act proceeding or practice likely in the opinion of the Membership Committee to bring discredit to the Association or to be inimical to its objects the Membership Committee may if it thinks fit by notice in writing subject the member to the disciplinary procedures set forth in the then current Breaches of Code of Ethics and Disciplinary Procedures, subject to Article 4.4.
- 4.4 In all circumstances a vote of an absolute majority of the non-interested elected Directors then in office shall be required for the suspension or expulsion of any member.
- 4.5 Any member suspended or expelled may within thirty days of the decision of the Board seek an audience with the Board and present his/her or its arguments in writing and in favor of continued membership. The decision of the absolute majority of the non-interested Directors then in office shall be final.
- 4.6 A member who has been suspended or expelled for a breach of the Code of Ethics may once he/she or it has become fully compliant and ceased the infringing act or activity apply for reinstatement as outlined in Articles 3.1 and 3.2 except that an absolute majority of the noninterested elected Board of Directors shall be required for readmission.
- 4.7 In accordance with Article 1.1(r) of this Articles of Association members are only entitled to the privileges provided by this Articles and shall on ceasing to be a member in accordance with this Articles cease to have any claim whatever upon the Association.
- 4.8 No member shall have any claim whatsoever against the Board of Directors or the Association for any disciplinary action taken against that member pursuant to the Breaches of Code of Ethics and Disciplinary Procedures.

5. GENERAL MEETINGS

- 5.1 The Association shall, in each year, hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. The Annual General Meeting shall be held at such time and place as may be designated by the Board of Directors and not more than 15 months from the date of the last Annual General Meeting.

- 5.2 All general meetings other than the Annual General Meetings shall be called Special General Meetings. Special General Meetings of the members of the Association may be called by the President or the Board of Directors from time to time during the year, and must be called within twenty one (21) days upon the written request of forty per cent (40%) of the Active Members. The request must state the objects of the meeting, and must be signed by the requisitioners and deposited at the office of the Association. The written notice of the time and place of such meeting, stating the purpose thereof and the business to be transacted, must be given by the Chief Executive to each member at least twenty-one (21) days prior to the date of such meeting.
- 5.3 Every general meeting, either Annual General Meetings or Special General Meeting, shall be called by twenty-one (21) days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given to such persons, under the Articles of the Association, entitled to receive such notices from the Association. Provided that a meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote thereat. The accidental omission to give notice of a meeting to, or the nonrecipient of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
- 5.4 All business shall be deemed special that is transacted at a special general meeting, and also all that is transacted at an Annual General Meeting, with the exception of considering of the accounts, balance sheets, and the reports of the directors and auditors, the election of the directors in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.
- 5.5 No business shall be transacted at any general meeting, unless a quorum of members is present at the time when the meeting proceeds to business, save as herein otherwise provided, twenty-five per cent (25%) of the total Active Membership of the Association shall constitute a quorum.
- 5.6 If, within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the request of active members, shall be dissolved; in any other case, it shall stand adjourned to such other day and at such other time and place as the directors may determine, and if, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the adjourned meeting, the members present shall be a quorum.
- 5.7 The President of the Board of Directors shall preside as chairman at every general meeting of the Association, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall act as chairman, and in his absence or if he is unwilling to act, the directors present shall elect one of their members to be chairman of the meeting.
- 5.8 The chairman may, with the consent of any meeting at which a quorum is present, adjourn the meeting but no business shall be transacted at any adjourning meeting other than the business left unfinished at the meeting from which the adjournment took place. No new notice is required for such adjourned meeting.
- 5.9 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorized in writing. Any corporation which is a member may authorize such person as it thinks fit to act as its representative at any meeting of the Association. A member may on giving twenty-four (24) hours previous notice in writing to the Chief Executive revoke the appointment of any person as his proxy or representative and may by that or subsequent notice nominate another person or representative to act on his behalf.

- 5.10 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded. A poll shall be duly demanded only before or on the declaration of a show of hands and it is demanded by the chairman of the meeting or by twenty-five per cent (25%) of the Active Members.
- 5.11 At any meeting unless a poll is duly demanded before or upon the declaration of a show of hands, a declaration by the chairman of the meeting to the effect that a resolution has been carried or carried unanimously or by a particular majority or lost having regard to the majority required and an entry to that effect in the minute book signed by the chairman at that or next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against the resolution.
- 5.12 In the case of an equality of votes whether on a show of hands or on a poll the chairman of the meeting at which the show of hands takes place or the poll is demanded shall have a casting vote in addition to any other vote or votes to which he may be entitled.
- 5.13 A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner and at such time and place as the chairman of the meeting directs. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.
- 5.14 A resolution in writing signed by all the members entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Association duly convened and held.
- 5.15 At any meeting of the members, each Active Member and Special Active Member in person or by proxy shall be entitled to one (1) vote upon any matter presented except for the matter arising under Article 12.3. Votes may be given either personally or by proxy. Subject to article 5.16, no member shall be entitled to vote at any general meeting, unless all moneys presently payable by him to the Association have been paid. In the case of a poll, the voting rights of Active Members and Special Active Members shall be based on the number of rooms in the hotel or property represented by such member as follows:
- | | | |
|----------------------------|---|---------|
| 1 to 10 rooms | - | 1 vote |
| 11 to 50 rooms | - | 2 votes |
| 51 to 100 rooms | - | 3 votes |
| 101 to 200 rooms | - | 4 votes |
| 201 to 300 rooms | - | 5 votes |
| 301 plus | - | 6 votes |
| Any other tourism operator | - | 1 vote |
| Special Active Member | - | 1 vote |
- 5.16 Any member whose dues have been in arrears for more than two (2) months on the date of the Annual General Meeting or Special General Meeting will not be entitled to vote at that Annual General Meeting or Special General Meeting, and raise any questions at that General Meeting.

6. DIRECTORS AND OFFICERS

- 6.1 The Board of Directors shall consist of a minimum of ten (10) or a maximum of thirty (30) representatives of the Active Members or Special Active Members having the qualifications hereinafter defined, and to be elected as hereinafter provided.
- 6.2 At each Annual General Meeting, after the election of the Board members, one member of the Board shall be elected as President and two members of the Board shall be elected as Vice Presidents.
- 6.3 The President and Vice Presidents, who before being eligible for election shall have served at least one year as a director and having been elected at such serve for a period of one (1) year or until their successors shall have been elected to take office, they shall retire at the next Annual General Meeting but shall be eligible for re-election to that office. The President may be re-elected for no more than three (3) consecutive terms of office or three (3) consecutive annual general meetings and shall not be eligible for reappointment until the later of one year after he ceases to be President or the next annual general meeting after he ceases to hold such office, subject to the requirement of this Article to his or her eligibility for election.
- 6.4 The members of the Board of directors elected at the annual general meetings shall serve for a period of three (3) years, subject to the requirement under Article 7.4 and Article 7.5, or until their successors shall be elected to take office.
- 6.5 A retiring director shall be eligible for re-election. No person other than a director retiring in the meeting shall, unless recommended by the directors, be eligible for election to the office of director at any general meeting, unless the person is nominated in accordance with Article 7.3.
- 6.6 A Chief Executive may be appointed by the Board, either honorarily or upon terms and conditions set and approved by the Board, and shall have such powers and duties as the Board deems necessary.
- 6.7 The Board may appoint a member of the Board of Directors or the Chief Executive or any other person to fulfill the duties of Treasurer and Secretary as laid down in Articles 9.3 and 9.4.
- 6.8 The office of a director shall be vacated if the director: -
- (a) becomes bankrupt or makes an arrangement or composition with his creditors generally; or
 - (b) becomes of unsound mind; or
 - (c) becomes prohibited from being a director by reason of an order made under the Companies Act or
 - (d) resigns his office by notice in writing to the Association or
 - (e) is obligated to resign because the member of which the director is a representative is suspended or expelled from the Association after exhausting any right of appeal.
- 6.9 A representative from each tourism sector may be appointed as a member of the Board of Directors provided that at least eighty per cent (80%) of the members of the Board of Directors shall be representatives from the hotel and accommodation providers.

7. ELECTION AND NOMINATIONS FOR ELECTION

7.1 ELECTIONS:

At each Annual General Meeting the President, Vice Presidents and any member of the Board of Directors who has completed a three (3) year term shall stand down, but no officer standing

down shall be excluded from re-election. The vacancies thus created shall be filled by ballot, subject to the provisions contained herein.

7.2 NOMINATING COMMITTEE:

Not less than sixty (60) days prior to the Annual General Meeting, the President shall appoint a committee of three (3) Active Members of the Association to act as a Nominating Committee, which shall meet and nominate candidates for all elected officers on the Board of Directors for the ensuing year. The Nominating Committee shall nominate such members as it thinks best fitted and who are willing to serve the Association, considering the composition of the Board to ensure appropriate regional representation each year, and its recommendation shall then be ratified by the Board and such ratified decision shall be circulated to the members no less than fourteen (14) days prior to the Annual General Meeting.

7.3 NOMINATIONS FROM ACTIVE MEMBERS:

Three Active Members shall have the right to make nominations at least seven days prior to the Annual General Meeting for membership of the Board of Directors, and such nominations shall be submitted to the vote of the membership together with the nominations of the Nominating Committee. The vacant offices shall be filled by the candidate or candidates receiving the higher number of votes and such candidate or candidates shall be declared elected. The three active members in this clause must not be the same persons or part of the nominating committee.

7.4 The Board shall fill any vacancy that may occur amongst the officers of the Board of Directors other than by expiration of their term of office. Any such appointee shall serve until the next Annual General Meeting of the Association. Such appointee, if re-elected as a director, or another person who is elected a director at that Annual General Meeting, shall only serve the balance of the term of the director in whose place he is appointed. A vacancy shall be deemed to exist when an officer or a director departs permanently from Fiji, or upon notification by the member of the Association that the Director is no longer in his employ and pursuant to Article 6.8 and Article 8.4.

7.5 The Association may, by ordinary resolution, of which special notice has been given, remove any director before the expiration of his period of office, notwithstanding anything in these Articles or any agreement between the Association and such director. The Association may, by ordinary resolution, appoint another person in place of a director removed from office. The person appointed to fill such vacancy shall serve until the next Annual General Meeting. Such appointee, if re-elected as a director, or another person who is elected as a director at that Annual General Meeting, shall only serve the balance of the term of the director in whose place he is appointed.

8. MEETINGS OF THE BOARD

8.1 The Board of Directors shall hold meetings at least once every quarter in each year, and at such time and place as the Board of Directors shall determine. Questions arising at any meeting shall be decided by a majority of votes. In this case of any equality of votes, the chairman shall have a second or casting vote.

8.2 The Board shall meet whenever it is deemed necessary at such place as the President or Vice President may designate. At all meetings of the Board, a majority of the Directors or their designated Alternates, shall constitute a quorum for the transaction of business.

8.3 Elected directors shall submit the names of their Alternates for the ensuing year in writing as soon after the annual General Meeting as possible and in any event before the next meeting of the Board. Provided always that should the Alternate cease to be employed by the nominating

director, that director shall nominate another as soon as possible. Any director may also appoint another alternate from time to time to attend to a specific meeting of the Board or to carry out a specific function provided that notification of such appointment shall reach the Chief Executive at the office of the Association twenty four (24) hours before the meeting of the Board or before the specific function being carried out.

8.4 Whenever any Director or his designated Alternate shall be absent from three (3) consecutive meetings of the Board (except when due to illness or when excused by the Board from attendance either before or after any meeting for good and sufficient reason) then such Director shall automatically cease to be a member of the Board.

8.5 The President shall act as Chairman of the Board of Directors, and in his absence, the Vice President nominated by the President prior to his absence.

8.6 The continuing directors may act notwithstanding any vacancy in their Board, but, if and so long as their number is reduced below the number fixed by or pursuant to the articles of the Association as the necessary quorum of the directors, the continuing directors may act for the purpose of increasing the number of the directors to that number, or summoning a general meeting of the Association, but for no other purpose.

8.7 There shall be an Executive Committee of the Board of Directors consisting of the President, Vice Presidents, at least three Directors and the Chief Executive. The Executive Committee, while the Board is not in session, shall have and may exercise all of the powers and authority of the Board in the management and direction of the day to day business and affairs of the Association, subject at all times, however, to the control of the Board. The Executive Committee shall act only in the intervals between meetings of the Board, shall keep minutes of all its proceedings, and shall report thereon to the Board at the next regular meeting thereof.

8.8 A resolution in writing, signed by all the directors who are entitled to receive notice of meetings of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

8.9 All resolutions put to the vote and the result of any voting and any such minutes signed by the Chairman or by a Director present at the meeting shall be sufficient evidence of the due passing of any resolution and of the amount of the majority voting or whatever proportion required for voting in favor thereof.

8.10 The proceedings at any meeting shall not be invalidated by reason of any informality or irregularity in the convening thereof or otherwise, or any want of qualification in any of the persons present voting thereat.

9. POWERS AND DUTIES OF THE OFFICERS

9.1 PRESIDENT:

The President shall preside as Chairman at all members general meetings of the Association and the Board meetings, appoint members to all special committees, be a member of the Board of Directors and the Executive Committee, and be an ex-officio member of all standing committees. In the case of a tie vote at any meetings of the Association he shall cast the decisive vote.

9.2 VICE – PRESIDENTS:

The Vice-Presidents shall perform such duties as may be assigned to them by the Board of Directors. The Vice-President shall officiate as President in the absence of the President.

9.3 TREASURER:

The Treasurer shall keep all funds of the Association, pay all bills approved by the Board of Directors, and present a written report of the Financial condition and transactions of the Association at the Annual General Meeting, and when requested to do so, at all regular meetings of the Board of Directors.

9.4 SECRETARY:

The Secretary shall attend all meetings of the Association, the Board of Directors and the Executive Committee, and keep minutes of all such meetings and record and present the same, maintain a roll of the members and their addresses and perform such other duties as are required thereafter and that may be assigned to him by the Board of Directors.

10. POWERS AND DUTIES OF BOARD OF DIRECTORS

10.1 Subject to the provisions contained hereafter, the Board of Directors shall exercise the corporate powers and control the business affairs and property of the Association.

10.2 The Board shall have authority to establish the policy of the Association, to inspect all accounts, and provide for the expenditure of funds, to appoint, employ and remove necessary employees and agents, including an auditor or firm of accountants to audit the funds of the Association if advisable, and fix their compensation and terms of employment, and prescribe their duties.

10.3 The Board may elect representatives (who must be a member of the Association) to either serve on a body or form a committee having for its objects the inquiry into settlement of any industrial disputes and delegate any powers to such representatives for the fulfillment of such purpose.

10.4 The Board may co-opt a member to assist the Board in respect of any particular matter alone, or for general purposes, or for a limited period of time but such co-opt member shall cease to hold such appointment, unless previously terminated, immediately upon the calling of the next Annual General Meeting. Such co-opt member shall not be entitled to vote on any matter whatsoever.

10.5 The Board, by resolution duly adopted by at least three-quarters (3/4) of the Directors at any meeting, may remove from office any Director. Before any Director may be removed, as provided herein, he shall be given an opportunity to be heard.

10.6 Subject to the limitations herein before stated, the Board shall have the power to do all things necessary for the proper conduct and management of the business and affairs of the association not otherwise provided for herein, and shall have the power to fix and determine the amount of dues, for Associate and Special Active Members only, enforce and provide for the collection therefore.

10.7 If the office of a director is vacated then the Board may appoint a representative of an active member or special active member to assume the office of that director.

11. COMMITTEES

11.1 There may be regular standing committees of the Association to consider and report on various matters and shall consist of at least two (2) members appointed by the President and to hold office for the duration as decided by the Board of Directors. The Chairman of the Standing Committee shall also have the authority to appoint additional members for his Committee.

11.2 The Chief Executive shall be an ex-officio member of each standing committee.

- 11.3 The Directors shall appoint the Nominating Committee in accordance with Article 7.2.
- 11.4 The Directors shall appoint the Membership Committee in accordance with Article 3.1.
- 11.5 Additional committees may be authorized by the Board of Directors from time to time, the membership thereof to be appointed by the President and the Chairman of the Committee and to hold office for the duration as decided by the Board of Directors.
- 11.6 Members of the association may be divided into Regions according to the boundaries agreed by the Board. Members of a Region may form a Regional Committee which shall operate under the guidelines as set by the Board.

12. ANNUAL DUES

- 12.1 Annual dues shall be at such rate or rates as shall from time to time be determined by resolution at the Annual General Meeting.
- 12.2 Any member joining the Association during the course of the calendar year shall pay a pro rata amount of the annual dues.
- 12.3 Any provision herein contained to the contrary notwithstanding, the annual dues for Active Member as hereinbefore set forth, shall not be changed or any assessment be levied except upon majority vote of Active Members, each Active Members, for this purpose only, to be entitled to cast a number of votes based on the number of rooms in the hotel or property represented by such member as follows:

1 to 10 rooms	-	1 vote
11 to 50 rooms	-	2 votes
51 to 100 rooms	-	3 votes
101 to 200 rooms	-	4 votes
201 to 300 rooms	-	5 votes
301 plus	-	6 votes
Any other tourism operator - 1 vote		
- 12.4 If any Member fails to pay his/her dues, or fails to sign and adhere to a Payment Plan for these dues, for any year within six months or more of the same becoming due, (whether reminded or not) he/she may be expelled from being a Member of the Association pursuant to the disciplinary procedures set forth in the then current Breaches of Code of Ethics and Disciplinary Procedures, subject to Article 4.4.
- 12.5 A Member whose Membership of the Association has ceased by reason of the provisions of Article 12.4 above shall be eligible for re-admission, unless an absolute majority of the non-interested elected Directors then in office shall otherwise decide, upon payment of all arrears due from him/her while a Member. The Board has the discretion to waive the payment of the arrears. An absolute majority of the non-interested elected Directors then in office must confirm the reinstatement and their votes must be recorded. The Member is to be informed of their reinstatement by the quickest method employing the address last recorded for that Member in the Registrar of Members.

13. BUDGET AND OTHER MONETARY PROVISIONS

- 13.1 The Treasurer shall prepare a budget each year to control the expenditure of the Association within the anticipated amount of fees. This budget shall be presented to the Board of Directors for their approval.
- 13.2 Should any emergency legal or promotional costs cause the expenditure of the Association to rise above the budget figures then a supplementary budget shall be prepared by the Treasurer for the approval of the Board of Directors.
- 13.3 Should the supplementary budget be approved by the Board of Directors then the Board of Directors is empowered to assess each Active Member up to a maximum to be determined by resolution at the Annual General Meeting or such Special General Meeting called for that purpose.

14. ACCOUNTS AND AUDIT

- 14.1 The financial year of the Association shall commence on the first day of January in each year and expire on the thirty-first day of December in the same year.
- 14.2 The funds of the Association shall be banked in such bank as the Board may from time to time decide and such accounts shall be operated by the signatures of any two of the signatories duly appointed by the Board of Directors. The signatories shall include the President, Vice-Presidents, Secretary, Chief Executive and such other persons as may from time to time be appointed by the Board.
- 14.3 The Board may from time to time invest such monies of the Association as are not immediately required by the Association in any investment for the time being authorized by law as investments for trust funds and may from time to time vary such investment for others of a like nature.
- 14.4 The Board of Directors shall cause proper accounts of all funds, property and assets of the Association to be kept and to be audited as on the thirty-first day of December in each year.
- 14.5 At the conclusion of each financial year the Board shall cause to be prepared a true and correct account of the receipt and expenditure of the Association and of the balance sheet, both of which shall be audited by the Auditor and shall be presented to the Annual General Meeting.
- 14.6 An Auditor who shall be a qualified accountant, shall be appointed at the Annual General Meeting of the Association and hold office until the next Annual General Meeting.
- 14.7 At any Annual General Meeting, a retiring auditor shall deem to be reappointed without any resolution being passed unless:
 - (a) he is not qualified for reappointment; or
 - (b) a resolution has been passed at the meeting appointing somebody instead of him or providing expressly that he shall not be reappointed; or
 - (c) he has given the Association notice in writing of his unwillingness to be reappointed.
- 14.8 The Board of Directors may fill any casual vacancy in the office of auditor and fix the remuneration of the auditor. Unless the remuneration of the auditor is fixed at the Annual General Meeting, it shall be fixed by the directors at the first meeting of the Board of Directors following the Annual General Meeting.

- 14.9 At every Annual General Meeting the Board of Directors shall present in respect of the twelve months to the thirty-first day of December in the proceeding year the audited accounts and a full report of the activities of the Association.
- 14.10 A copy of the balance sheet (including every document required by law to be annexed thereto) and the statement of receipt and expenditure which is to be laid before the Association in general meetings, together with a copy of the Auditor's report shall be sent to every members of the Association not less than twenty one (21) days before the date of the general meeting.
- 14.11 The Board of Directors shall cause the proper keeping of books of accounts and the periodical auditing of the accounts at least once every financial year, and the making available to the Registrar of Companies and members of true copies of the audited accounts and of the Auditor's reports thereon.

15 NOTICES

- 15.1 The secretary shall enter in the Register of Members the address, telex and facsimile and other particulars of a form of transmission of each member. The address to be entered shall be that furnished by the member on application for membership or the last address which the member has in writing required the Secretary to enter. The last address of a member entered in the register in pursuance of this Article shall be known as his Registered Address.
- 15.2 Subject to any special provision hereinbefore made in regard thereto any notice, voting paper, writing or paper required to be served on or sent to any member in whatsoever capacity may be delivered to him personally or sent by any form of transmission approved by Post Fiji Limited and Telecom Fiji Limited or e-mail or internet or any other electronic means of communication for the transmission of the written word, to such member at his Registered Address.
- 15.3 Notice of every general meeting shall be given in any manner herein before authorized to:
- (a) Every member by service upon that member either personally or by sending it through the post in a prepaid letter or e-mail or internet or any other electronic means of communication, addressed to such member at such last registered address as notified by that member to the Association in writing or that in the Register of Members and it shall be deemed to have been served on the date the notice is sent.
 - (b) Every person being a personal representative or trustee in bankruptcy of a member, where the member, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and
 - (c) The auditor (if any) for the time being of the Association.

No other person shall be entitled to receive notice of general meetings.

16. WINDING UP

- 16.1 If at any time any of the members shall require a dissolution of the Association, a requisition to that effect, signed by not less than fifty-one per cent (51%) of the Active Members of the Association shall be presented to the President or the Board of Directors who shall convene a Special General Meeting for the purpose and, if it is approved on a ballot that two thirds of the Active members are in favor of a dissolution, the President shall approve the dissolution by public notice in an

appropriate newspaper published in Fiji. Following such dissolution, the assets shall be disposed of in accordance with the following;

- 16.2 Each member of the Association undertakes to contribute to the property of the Association in the event of its being wound up while he is a member or within one year after he ceases to be a member, for payment of debts and liabilities of the Association contracted before he ceased to be a member and of the costs and expenses of winding up and for adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding Twenty Fiji Dollars.
- 16.3 If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Association but shall be given and transferred to some institution or institutions having objects similar or in part similar to the objects of the Association and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Article 1.1 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and in default thereof by such Judge of the High Court of Fiji as may have or acquire jurisdiction in the matter.

17. INDEMNITY

- 17.1 The members of the Board, members of the standing committees co-opt members being of the Association and the Trustees (if any) for the time being Auditors and other officer and employees acting in relation to any of the affairs of the Association and every one of them and everyone of their executors and administrators shall be indemnified and secured harmless out of the funds of the Association from and against all actions, costs, charges, losses, damages, expenses, claims and demands which they or any of them, their or any of their executors or administrators shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts and none of them shall be answerable for the acts or defaults of the other or others of them or not joining in receipts for the sake of conformity or for any banker or other persons with whom any money or effects belonging to the Association shall or may be lodged or deposited for the safe custody or for the insufficiency or deficiency of any security upon which any moneys of or belonging to the Association shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto. If all or any of the persons aforesaid shall become liable either absolutely or contingently for the payment of any sum primarily due from the Association, the Board of Directors may execute or cause to be executed any mortgage charges or security over or affecting the whole or any part of the accounts of the Association by way of indemnity to secure the person or persons so becoming liable as aforesaid from any loss in respect of such liability.
- 17.2 No director shall be disqualified by his interest from voting in general to any arrangement to give himself or any other directors any security by way of indemnity. Provided however that the exemption or indemnity herein provided shall not extend to any liability occasioned by any act of dishonesty or act known by him to be a breach of trust of which any such member of the Board, member on the standing committee, co-opt member; Auditor or other officer of employee of the Association or Trustee may be guilty in relation to the property of affairs.

ADDENDUM TO

ARTICLES OF ASSOCIATION

OF

FIJI HOTEL AND TOURISM
ASSOCIATION

MEMBER CODE OF ETHICS

Effective Date 14 June, 2019

Background

The Fiji Hotel and Tourism Association (“FHTA” or “the Association”) was initially registered in 1965 for accommodation providers and has grown to include broader members of the tourism industry such as vendors and service providers. The accommodation providers of the Membership represent approximately 80% of the total room inventory in Fiji.

The Association’s membership now comprises approximately 280 Members across various segments, directly and indirectly linked with tourism including:

- Hoteliers and other accommodation providers
- Dive
- Marine
- Surf
- Yacht (Cruising and Super Yachts)
- Food & Beverage Providers
- Airlines
- Rental Car Services
- Tours
- Ground Operators
- Spa Services
- Crockery/Cutlery suppliers
- Kitchen Equipment suppliers
- Environmental suppliers and many more

FHTA is a voluntary association of Members and is the pre-eminent tourism industry association in Fiji. Its goals are to defend and advocate the professional interests of its Members while preserving the good name of the industry and adhering to ethical and legislated guidelines.

The Association and its Members agree to further urge their Member and non-Member partners to act in accordance with this Code.

The Code summarizes the guidelines of conduct for its Members, who agree to accept and be bound by it as a condition of Membership of the Association, and who openly declare their observance of the Code. In the event of their violation of the Code and a failure to remedy this violation, in accordance with the Articles of Association the Association’s Board of Directors (with the advice and consent of the Membership Committee of the Association) has the authority to decide upon the expulsion, suspension, admonishment, or to take other appropriate disciplinary action against the respective Member without any repayment of membership fees. A Member has the right to advance reasons why he or she should not be disciplined in accordance with the Articles of Association. No Member shall be expelled or suspended unless an absolute majority of non-interested elected Directors then in office shall affirm such penalty. An expelled or suspended Member may have the right to apply for readmission to the Association

if the Member proves his or her *bona fides* and an absolute majority of the non-interested elected Directors then in office is satisfied by the reasons given for such readmission.

The Code

1. Preserve the good name of the industry and of the Republic of Fiji

The Association and its Members shall take such steps as will result in maintaining and improving the good name of the areas of hospitality, accommodation services and tourism. In their collective pursuit to deliver the highest of ethical standards and to maintain the integrity of Fiji's Tourism Industry, the Members agree to uphold the following principles:

- To take into consideration the highest standards of honesty, fairness and legality in making business decisions
- To engage in such conduct at all times in a manner that will bring credit to the Tourism Industry of Fiji
- To concentrate time, energy and resources towards the improvement of services and in so doing not engage in any act that may denigrate the services offered by competitors in the industry
- To offer services to all and without discrimination. Irrespective of whether the client is local or a foreigner, the same high standard of service, free of discrimination on the basis of race, nationality, gender, ethnicity, political views, sexual orientation, age, religion or any other basis as prescribed by the Laws of the Republic of Fiji should be offered
- To provide consistent and efficient services to each and every client congruous with the advertised or implied service levels of the Members' business operations
- To develop and maintain the highest level of trust, honesty and understanding amongst clients and the general public
- To gain an honest profit from clients and provide the utmost transparency regarding fees and charges for all services rendered.

2. Comply with legal regulations and provisions

Members report, admonish and discourage any act considered criminal by the laws of the Republic of Fiji.

Members adhere to all legal regulations and principles and ensure financial records and accounts are maintained in compliance with valid rules and regulations and charges and taxes are duly lodged and paid in a timely manner.

Members support the collection of statistical data with the anticipation that the reports summarizing the processed data will improve industry development and the planning of investment and marketing activities.

Members prominently display registered business names, statutorily required certificates and licenses, the registered addresses of companies and the names of the responsible persons authorized to resolve complaints and handle operational issues.

3. Protect the rights of customers

Members provide potential and actual customers with accurate information on the type and quality of provided services or offered goods, clearly declaring the type, quantity and price of the goods or services and the conditions of purchase.

Members shall not discriminate against consumers on the grounds of nationality, gender, ethnicity, political views, sexual orientation, age, religion, or any other basis as prescribed by the Laws of the Republic of Fiji.

Members display prices of goods and services on all menus, price lists and packages inclusive of all applicable taxes and charges (VAT Inclusive Prices – VIP & STT). Receipts and bills or statements of account may indicate the taxes and charges separately (VAT Exclusive Prices – VEP with VAT and STT shown separately) but the grand total to be displayed as all-inclusive pricing.

Members make reasonable commercial efforts in good faith to promptly and efficiently resolve any potential or actual disputes or complaints made by their customers.

Members make reasonable commercial efforts to accommodate customers with physical or mental disabilities. Members make reasonable efforts to ensure the privacy of all customers' financial and personal information and do not disclose customers' information except as required by law.

4. Adhere to contracts in business and supplier relations

Members conduct themselves within the principles of good faith with vendors and other suppliers and refrain from deceptive practices.

Members recognize and support free and fair competition.

Members adhere to the spirit and letter of verbal and written contractual relations.

Members pay undisputed invoices and statements on time and alert vendors of discrepancies or defects in a timely manner to avoid or minimize disputes

5. Protect the health and safety of customers and employees

Members expressly acknowledge their duty of care to protect the health, safety, and wellbeing of customers and employees.

Members adhere to the National Fire Authority, Ministry of Health, Ministry of Labour and especially Occupational Health and Safety (OHS) specifications and regulations in all aspects of operations.

Members create an environment to ensure the basics of care for personal hygiene and cleanliness on the part of employees (especially those involved in food and beverage handling, preparation, or serving) and the cleanliness of all spaces, facilities, and furnishings of the company.

Members maintain current and adequate insurance cover commensurate with the needs of the business.

Members motivate, empower and urge public authorities to provide protection for guests and their belongings.

6. Adhere to the work environment and labor-law regulations

Members create and maintain adequate working conditions for employees.

Members commit to base the relationship between employer and employee on core good faith values - respect, honesty, mutual trust, confidence and fair dealing.

Members provide feedback pertaining to the quality of job performance, create conditions for the development of further qualifications, eliminate any manifestations of discrimination in the workplace, ensure fair remuneration and respect social dialogue while preserving and ensuring the financial stability and development of the organisation.

Members conform to the valid legal regulations and payments of the educational (FNU Levy), pension (FNPF) and ensure any other required types of employee trust payments are duly made in a timely manner.

Members retain balanced relations between enterprise, labour unions, partner trade bodies, the public, governments and local, regional and/or international for-profit, not-for-profit and charities for the good of all parties involved.

7. Care for the young generation and the vulnerable while providing professional training

Members protect children and young workers from the harmful influences of addictive substances by taking reasonable precautions to prohibit their offering or consumption by minors within all areas of the premises.

Members responsibly approach the issue of professional training provided to the apprentices and students of vocational schools by making practical training activities available in their establishments. To the maximum extent possible, ensure care is given to the development of manual skills and crafts, moral qualities, responsibility towards personal cleanliness and hygiene, positive environmental attitude, performance of working activities and assigned tasks, level of sophisticated attitude to the customer, loyalty to the employer and the colleagues in the workplace.

Members support their employees in engaging in continuous learning for effective, sustainable and modern business standards, particularly in collaboration with Fiji National University and other tourism training institutions.

Members discourage and wherever possible prevent sexual tourism or exploitation of human beings in any form, especially of children and the mentally or physically challenged persons.

8. Support and respect local cultures and social traditions

Members recognise the unique qualities of the shared Fijian heritage but especially its cultures, traditions and values.

Members' businesses play, beside their economic role, a significant role in introducing overseas guests to the Fijian way of life. Accordingly, information is given to the guests regarding the local customs and traditions, specialties of the local cuisine, cultural sights and natural landmarks of the area and its surroundings.

Members consciously promote responsible hospitality business and ethical values while at all times respecting the local community. Members defend and preserve tourism facilities and elements of cultural or natural heritage. Members abstain from any act or conduct felt to be unduly offensive or injurious to the local populations, or likely to damage the local environment.

Members pursue activities harmonious with the customs and traditions of the Fijian people and with respect for the established laws and practices. Members shall assist and/or incentivise tourists and visitors to acquaint themselves with the characteristics of Fiji and her people.

Members engage in open dialogue, and consult with where appropriate, traditional stakeholders on changes to the business that may impact said stakeholders.

Member ensure that locals share equitably in the economic, social and cultural benefits generated by tourism activities, particularly in the creation of direct and indirect employment or revenue generation opportunities resulting from them.

9. Environment and sustainable development

Members' operations are run in compliance with sustainable development, balancing the development of tourism while simultaneously preserving the natural and cultural heritage of Fiji and her peoples.

Members refrain from all trafficking in illicit drugs, arms, antiques, protected species and products and substances that are dangerous or prohibited by state law and regulations.

Members safeguard the natural environment with a view to achieving sound, continuous and sustainable economic growth geared towards satisfying equitably the needs and aspirations of the present generations and posterity.

Members shall reduce the pressure of investments on the environment by observing environmental impact assessment studies, so as to enhance the beneficial impact on the tourism industry and the local economy.

Members protect the natural heritage composed of ecosystems and bio-diversity and preserve endangered species of wildlife or protected areas by adhering to environmental laws and regulations.

10. Marketing and competitive environment

Members adhere to the rules of good faith and fair dealing in business, publicity and marketing procedures by:

- refraining from using or releasing misleading, deceiving or dishonest tactics or information
- ensuring all information about themselves, and the goods or services rendered, is made available in a clear, expressive, accurate and easily accessible way
- conforming with all public notices concerning the business policies and the procedures of the establishment
- clearly stating the identity of the establishment in advertisements and marketing activities
- providing evidence of all pronounced or implied public statements made during a publicity or marketing campaign and for a reasonable period afterwards.
- Following as much as practicable and commercially viable the FHTA-endorsed "Recommended Practices for Bookings and Cancellations" to ensure a level playing field.
- At all times refraining from anti-competitive or collusive behaviour.

11. Breaches: Reporting, and Disciplinary Action

Reporting of suspected breaches, investigation of them by the Membership Committee and any disciplinary action necessary shall be done in a manner set forth in the then current and Board approved Breaches of Code of Ethics and Disciplinary Procedures. As compliance with this Code of Ethics is a condition of Membership of the Association, all Members accept the authority of the noninterested elected Directors of the Association to discipline a Member found in breach of this Code of Ethics following the process set forth. After any right of appeal is exhausted, the Board's decision shall be final.

12. Interpretation of FHTA's Code of Ethics

Should any clarification be required in regard to this Code of Ethics then the Membership Committee shall be so empowered to interpret the same. Where the Membership Committee is unable to interpret any code outlined herein then it shall revert to the Board of Directors to do so. Either the Membership Committee or the Board of Directors may consult a counterpart in another jurisdiction to assist in their interpretation or the appropriate application of the code as per the situation at hand.

13. Amendments

Any amendment to this Code of Ethics may only come into effect after said amendment has been put before the Annual General Meeting or a Special General Meeting and a majority vote, of a valid quorum as per Association rules, in favour of the amendment has been executed either by a show of hands or if demanded at the time of voting, declared by secret ballot.

Where any amendment is passed, the Members of the Association must be promptly informed and the Member must accept the amendment as a condition of continued Membership. No amendment shall be applied retrospectively.

BREACHES OF CODE OF ETHICS AND DISCIPLINARY PROCEDURES

Effective Date 14 June, 2019

Definitions

The “Membership Committee” or “MC” will be made up of members of the Board of Directors “BoD” and be chosen by the Board.

“Non-interested Elected Directors” shall be those Directors who have been elected to the Board by the Members at an AGM or Special GM and who have not been obligated to recuse themselves from hearing the case because of an actual or perceived conflict of interest in the outcome of the case. A majority vote of the Directors shall be binding if a Director has not voluntarily recused him or herself and there is a question of interest.

A “Breach” shall be a breach that has taken place after the assent of the Membership at the AGM that the Member Code of Ethics (the “Code”) has been accepted and the Articles of Association have been approved. No Member shall be disciplined for retrospective breaches of the Code. However, the Member may be counselled by the Membership Committee.

All “Members” of the Association shall be subject to the Code including Active Members, Special Active Members, Associate Members and Honorary Life Members.

1. BREACHES OF CODE OF ETHICS AND CONDUCT

- 1.1. If any of the Association’s Members should be implicated in a breach of the Code then the Association is bound to refer the matter to the Membership Committee (“MC”) for resolution.
- 1.2. If a Member is alleged, through acts of commission or omission, to have breached the Code - or the Association becomes aware of a suspected breach – the MC shall investigate the alleged breach following the procedures outlined herein. Formally, in writing advise the affected Member of said investigation and report on the outcome thereof to the Board of Directors (“BoD”) of the Association. The findings of the MC and any submissions, orally or in writing, that the Member may wish to advance to justify why he or she should not be disciplined or any mitigating factors shall be presented to the BoD for determination prior to any sanctions being imposed unless the MC and the Member can jointly agree on the sanction to be imposed.
- 1.3. In accordance with the Articles of Association, only by an absolute majority vote of the noninterested Directors can a Member be suspended or expelled.
- 1.4. The MC must report the outcome of all investigations – including trivial or frivolous claims - to ensure transparency and for BoD oversight and approval.
- 1.5. The MC shall respond to all claims to confirm their receipt but is not obligated to advise the complainant of the outcome unless it should be deemed beneficial to the Association to do so at the discretion of the MC.

2. REPORTING PROCEDURE

- 2.1. Any person or organization may report any Member of the Association for an alleged breach of the Code. This is to be made in writing to the Chief Executive of the Association.
- 2.2. All such infringements shall be reported to the MC to be appointed in accordance with clause 11.4 of the Articles of Association of the Association.
- 2.3. The MC shall be comprised of a minimum of six Directors appointed by the BoD and a quorum shall be the greater of four or a majority of the members of the MC. As per the Articles of Association of the Association the President and the CEO are ex-officio members of the MC; however, only the President may vote, unless otherwise barred because of conflict of interest. With the approval of the BoD the Chair of the MC shall co-opt up to two fit and proper persons from the Membership to assist the MC in an advisory capacity only and do not have a vote. Such

co-opted members of the MC shall cease to hold such an appointment, unless previously terminated, upon the calling of the next AGM of the Association.

- 2.4. In accordance with clause 3.5 of the Articles of Association of the Association, the MC is vested with the responsibility to carry out an investigation into any claim lodged against any Member and be responsible for any disciplinary action, if necessary, as directed by the BoD.
- 2.5. In the case of an allegation of a criminal act, the Association will make reasonable efforts to refer the complainant to the appropriate governmental agency to report the crime as it is not within the Association's mandate to investigate or adjudicate criminal complaints. The Association may, at the discretion of the MC and/or the BoD, also investigate the complaint on the grounds Code violation. The Association respects the jurisdiction of the authorities on criminal matters. Furthermore, the Association cannot report any allegations of crimes based on unsubstantiated rumours. However, if there is a real likelihood or genuine belief that a crime is being committed or a Member is involved in criminal conduct or activities the Association in its discretion will instruct the Chief Executive to report such as matter to the authorities for their further investigation.

3. DISPUTE RESOLUTION AND ALTERNATIVE DISPUTE RESOLUTION

- 3.1. Where the MC determines that an alleged infringement is only a minor infringement and capable of being settled without recourse to the disciplinary procedures, an alternative form of dispute resolution may be implemented at the MC's or BoD's discretion.
- 3.2. This may range from a simple apology or immediate, substantiated corrective action to mediation, arbitration or other alternative form of dispute resolution. The Association shall have the discretion to implement the requisite form of dispute resolution.

4. INVESTIGATION PROCEDURE

- 4.1. Where a Member of the Association has breached the Code, the Association, if knowledgeable of the act, may take action immediately or by written complaint against the Member.
- 4.2. Complaints may be made by a Member or Non-member who may file a formal complaint against a Member. A formal complaint will consist of:
 - 4.2.1. a written statement of the allegations against the Member
 - 4.2.2. evidence in support
 - 4.2.3. copies for the accused Member and the MC – these will be facilitated by the Chief Executive of the Association.
- 4.3. Anonymous complaints will not be considered.
- 4.4. The procedure for dealing with a complaint will be as follows:
 - 4.4.1. Receipt of complaint in writing
 - 4.4.2. The Association's MC will hear from the party that has made the complaint in writing to ascertain the validity of the complaint
 - 4.4.3. The Member against whom a complaint has been made will be given fourteen working days to make a response to the MC in writing. The MC shall give the Member notice in writing sufficient to allow a timely response to the complaint, including written notice of the complaint, the time limit accorded to the Member to make a response and provide any supporting evidence, an indication as to a likely hearing date, and the liaison on the MC that the Member can contact.
 - 4.4.4. Failing a response from the Member the MC will consider the statement of allegation and evidence in support on their own merits and proceed to impose sanctions/penalties as the MC deems necessary.

- 4.4.5. Once the MC has reached a decision subject to clause 4.4.4 the MC will forward a recommendation to the BoD as to the disciplinary action to be taken against the Member. The Member can be admonished, suspended or expelled. Evidence of compliance following a confirmed breach of the Code may be required. Alternatively, the complaint may be dismissed because no violation took place or because no further action was required.
- 4.4.6. The MC may also seek further information from either of the parties in writing at any time prior to making a final decision regarding the Member.
- 4.5. If further information is required or in the event that the breach is severe enough to warrant possible suspension or expulsion, the MC shall convene a private hearing with the accused Member. If the Member elects not to appear or make alternative suitable arrangements the MC will deliberate based on the evidence provided.
- 4.6. The Member may select from a list, pre-approved by the BoD, of other Members to witness the hearing (“Witness Member”). The pre-approved listing shall include, at a minimum, the Chairs and Vice Chairs of the Regional Committees of the Association and any other fit and proper persons that BoD may appoint. The Member may also propose any other Member, who must be an Active Member or Special Active Member of the Association, in good standing to be a Witness Member, subject to MC approval, which shall not be unreasonably withheld. The Witness Member shall confirm that the minutes of the hearing, taken by or at the direction of the Chief Executive, are a true and accurate record of the discussion.
- 4.7. The Member and the MC may call witnesses if required.
- 4.8. Legal practitioners may not be present; however, the Member and MC may seek legal advice prior to the hearing if necessary of their own volition and expense.
- 4.9. The MC shall then deliberate in private and make a recommendation to the BoD for confirmation.
- 4.10. A member of the MC who has an actual or perceived interest in the outcome of an alleged breach of ethics shall recuse him or herself from such a case as soon as possible after the conflict of interest is apparent.
- 4.11. A simple majority of the noninterested voting members of the MC is required to recommend any other action taken by the MC that does not result in suspension or expulsion to the BoD for confirmation. A two-thirds majority of the noninterested voting members of the MC is required to recommend suspension or expulsion. In the case of a tie, the MC shall refer the case to the BoD for deliberation.
- 4.12. Unless voluntarily agreed by the Member, a recommendation of any other action taken by the MC that does not result in suspension or expulsion action requires a majority of the noninterested elected members of the BoD for confirmation.
- 4.13. Notwithstanding any proposed amendment to these procedures to the contrary, pursuant to Article 4.5 of the Articles of Association, a recommendation for suspension or expulsion requires an absolute majority of the non-interested elected Directors then in office for confirmation.

5. DISCIPLINARY ACTION AGAINST A MEMBER

- 5.1. Aside from an alternative dispute resolution as pursuant to Paragraph 3, possible outcomes of violations of Code include:

5.1.1. *No Further Action*

- 5.1.1.1. Upon advice and consent of the MC, the BoD can vote to instruct the MC to close the investigation because it could not obtain sufficient evidence that a violation of the Code had occurred or it decides, at its discretion, that the investigation should no longer be pursued.

5.1.2. *No Violation/Dismissal*

- 5.1.2.1. Upon advice and consent of the MC, the BoD can vote to instruct the MC to dismiss the case as no provision in the Code applies to the complaint or the allegations in the complaint do not constitute a Code violation or there is no substantive evidence of a violation of the Code.

5.1.3. *Corrective Action Required*

- 5.1.3.1. Upon advice and consent of the MC, the BoD can vote to instruct the MC to issue a letter of required corrective action that directs a Member to complete one or more of the following: submit subsequent reports and/or documentary or other evidence for review; and/or submit proof that the breach of the Code has been corrected. The BoD may instruct the MC to issue letters of required corrective action when it concludes that remedial action is appropriate and the violation is not of sufficient nature to warrant suspension or expulsion from membership.
- 5.1.3.2. FHTA does not publish the terms of the letter of required corrective action for compliance.

5.1.4. *Admonishment*

- 5.1.4.1. Upon advice and consent of the MC, the BoD can vote to publicly admonish a Member who has violated the Code if the gravity of the violation does not warrant suspension from membership.
- 5.1.4.2. Publication of admonishments in local newspapers and on the FHTA website is mandatory.

5.1.5. *Expelled or Suspended*

- 5.1.5.1. Upon advice and consent of the MC, the BoD can vote to expel or suspend a Member for a period up to two years. During the suspension period, a Member must not identify themselves as a FHTA Member on any letterhead or other written material, may not vote or hold a committee position or an office in FHTA or any Chapter, nor attend and FHTA or Chapter meetings, nor gain any benefits that membership of FHTA or Chapters may provide. In addition, the BoD or MC may direct a Member to submit subsequent reports and/or documentary or other evidence for continued monitoring during the suspension period.
- 5.1.5.2. Members should anticipate that expulsion or suspension (or admonishment) of a Member will occur when a disciplinary action is successfully taken against such member by an approved governmental or other organisation, unless there are significant mitigating circumstances or where the sanction is for historical violations and no longer occurring. However, a successful prosecution is not a necessary condition for the Association to take action for a breach of the Code.
- 5.1.5.3. An absolute majority vote of non-interested elected Board Members then in office is required for all expulsions or suspensions.
- 5.1.5.4. Publication of expulsions and suspensions, including the grounds, is mandatory.
- 5.1.5.5. A Member may be suspended if:
- They fail to uphold the practices and ethics of the Association or Members;
 - They willfully neglect to obey the written directive of the Association in regards to a violation of the Code;
 - They fail to comply with the general rules of the Association;

- They knowingly or through neglect or carelessness bring disrepute to the Hotel & Tourism industry;
- They are found guilty by a court of competent jurisdiction of being involved in an illegal activity unless there are significant mitigating circumstances or where the sanction is for historical violations no longer occurring, in which case a lesser sanction may be imposed;
- They are declared bankrupt, the company is liquidated or wound up by a Court of competent jurisdiction in Fiji;

5.1.5.6. A Member may be expelled if:

- They repeatedly fail to uphold the practices and ethics of the Association or Members;
- They repeatedly and willfully neglect to obey the written directive of the Association in regards to a violation of the Code
- They repeatedly fail to comply with the general rules of the Association
- They bring disrepute to the Hotel & Tourism industry despite prior written warning to refrain or correct the practice that has given rise to the alleged offence
- They are declared bankrupt, the company is liquidated or wound up by a Court of competent jurisdiction in Fiji
- They repeat any action for which they have already received prior written warning of possible expulsion if the act was to be repeated
- They no longer operate in the form or style of a Hotel or of a recognized tourism operation
- They are found guilty by a court of competent jurisdiction of being involved in an illegal activity unless there are significant mitigating circumstances or where the sanction is for historical violations no longer occurring, in which case a lesser sanction may be imposed
- They are six months or more in arrears in paying dues or assessments

5.1.6. Subsequent Monitoring Completed Satisfactorily

5.1.6.1. Where corrective action is required or an admonishment is issued, the Member may be required to prove that it has become compliant with the Code. The MC should give the Member a suitable period of time to become compliant.

5.1.6.2. Upon advice and consent of the MC, the BoD can vote to instruct the MC to advise the Member that the breach of the Code has been satisfactorily remedied. This would occur when the MC accepted the further reports or evidence that the breach of ethics that resulted in the prior disciplinary matter had been resolved or corrected.

5.1.7. Resignation, suspension or expulsion of a member

5.1.7.1. At least thirty (30) days written notice must be made to the Association should any of its Members seek to resign. The Member will not be eligible for a refund of any membership fees paid to the Association.

5.1.7.2. The Association shall have the power to suspend or expel any of its Members should they fail to abide by the Code. The grounds for suspension and expulsion shall

be the same. The difference being the degree to which the Member has breached the Code as well as any past breaches.

5.1.7.3. A Member may be asked to resign or be expelled in accordance with Articles 4.3 to 4.5 of the Articles of Association of the Association.

5.1.7.4. Any Director who has or may be perceived to have a conflict of interest arising from any alleged breach of the Code shall be recused from the deliberations.

5.1.7.5. In accordance with Article 4.5 of the Articles of Association of the Association, an absolute majority of all non-interested Directors of the BoD then in office shall be required for the suspension or expulsion of a Member. Proxy votes shall be counted where a Director has given his or her proxy to another Director. However, an interested Director cannot give or vote a proxy.

5.1.7.6. All votes for expulsion or suspension (or reinstatement) shall be recorded and remain with the Chief Executive for a period of three years at which point they shall be destroyed.

5.2. Appeal against a decision of the committee

In accordance with Article 4.6 of the Articles of Association of the Association, any Member suspended or expelled may within thirty (30) days of the decision of the MC seek an audience with the BoD of the Association and present his or her arguments in writing and in favour of their continued Membership. The decision of the absolute majority of the non-interested directors then in office shall be final.

5.3. Reinstating a suspended or expelled member

In accordance with Article 4.6 of the Articles of Association of the Association, a Member may apply for reinstatement once they have become fully compliant and ceased the infringing act or activity. They are to express their aspiration to rejoin the Association in writing to the Association's Chief Executive. Following notification of this by the Chief Executive to the MC, the MC shall determine whether the degree of compliance by the Member is satisfactory. If the Member's compliance is deemed to be satisfactory then the MC is to recommend to the BoD that the Member be immediately re-instated. A two third majority of the MC must vote in favour of the suspended or expelled Member in order for the reinstatement to take effect. An absolute majority of the non-interested elected Directors then in office must confirm the reinstatement and their votes must be recorded. The Member is to be informed of their reinstatement by the quickest method employing the address last recorded for that Member in the Registrar of Members.

5.4. Non-conflict form

Members of the MC and BoD hearing a complaint and deciding on the same must sign a nonconflict form to ensure that there can be no allegations of a conflict of interest either from the general public or from within the Association's Membership. Any MC member with an interest in the matter must recuse himself or herself and any Board Member must also be recused. A majority vote of the Directors shall be binding if a Director has not voluntarily recused him or herself and there is a question of interest.

6. NO CLAIM OR RECOURSE

Subject to the right of appeal as per Paragraph 5.2, in accordance with Paragraph 1.1(s) and Article 4.8 of the Articles of Association of the Association no Member shall have any claim whatsoever against the Board of Directors or the Association for any disciplinary action taken against that Member in accordance with these procedures.

7. DIRECTOR OBLIGATED TO RESIGN

In accordance with Article 6.8 of the Articles of Association, any Director who is the representative of a Member which is suspended or expelled shall be obligated to resign. Failing the Director's resignation the Board shall remove the Director pursuant to Article 10.5 of the Articles of Association.

8. INTERPRETATION OF FHTA'S CODE OF ETHICS AND CONDUCT

Should any clarification be required in regard to these procedures for breaches of the Code of Ethics then the MC shall be so empowered to interpret the same. Where the MC is unable to interpret any section outlined herein then they shall revert to the BoD to do so. Either the MC or the BoD may consult a counterpart in another jurisdiction to assist in their interpretation or the appropriate application of the code as per the situation at hand.

9. AMENDMENTS

Any amendment to these procedures for breaches of the Code of Ethics may only come into effect after such an amendment has been put before the Annual General Meeting or Special General Meeting of the Association and a majority vote in favour of the amendment has been executed, either by a show of hands or if demanded at the time, by secret ballot.

Where any amendment is passed, the Members of the Association must be promptly informed as per the quickest method provided for each respective member as per the Registrar of Members.

RECOMMENDED PRACTICES FOR BOOKINGS AND CANCELLATIONS

Effective Date 27 September, 2013

So as to ensure a level playing field and to have clear policies and practices to ensure consistent application for wholesale and retail travel agent partners as well as our visitors, FHTA has devised these recommended best practices for bookings and cancellations. It is a requirement of the Code of Ethics that Members adhere to these policies as much as is practicable and commercially viable for each business. Not all recommendations will be applicable to all businesses and this is not meant to be overly prescriptive. However, it should give some indication as to the specifics of what is meant by good faith and fair dealing in business practices. Commercial realities will require variance from these practices in some cases. The variance should be reasonable and justifiable and in all cases the terms and conditions should be clearly set forth for the customer. This list is not intended to be exhaustive.

1. ADVANCE PAYMENT

- 1.1. The hotelier may require an advance payment either as a reservation fee or a guarantee deposit as a condition of acceptance of the reservation.
- 1.2. The reservation fee or guarantee deposit will be deducted from the final account but will not be reimbursed in case of late cancellation.

2. NO SHOWS

- 2.1. A hotel room must be available for the client no later than 3 p.m. on the day of arrival until 6 p.m. of the same day, unless the reservation is guaranteed or a late arrival is specified.
- 2.2. If a hotelier accepts a booking, he must keep a room or rooms available for the client until 6 p.m. on the scheduled day of arrival. After 6 p.m. he may dispose of the room (or rooms).
- 2.3. If the client does not arrive at the hotel after 6 p.m., it will constitute a no-show.
- 2.4. All no-shows whose accommodation has been confirmed will be charged for the entire length of stay.

3. OVER-BOOKINGS

- 3.1. In cases of over-bookings caused by the hotel, the hotel concerned shall take full responsibility, arrange suitable alternative accommodation, provide the necessary transfers and, in cases of cheaper accommodation being provided, “refund the difference in tariffs or equivalent in other services”. It is also the duty of the hotelier to advise the agent concerned of the guest’s amended arrangements.
- 3.2. All properties should take the utmost care in preventing over-booking due to negligence.

4. CANCELLATION

- 4.1. The terms and time-limits governing total or partial cancellation of the hotel contract, together with the amount of any compensation due in the event of cancellation, shall be agreed upon at the time of confirmation. The hotelier shall clearly define its cancellation policy for the period concerned.
- 4.2. Cancellation must be made in writing and dated, either by letter, fax, e-mail or other recognized form of written communication. If a cancellation is to take effect from the date of a verbal communication, the written confirmation shall refer expressly to it.
- 4.3. It is recommended that cancellations are valid and be penalty free if made between 45 to 30 days in advance, assuming notification is received by the hotel no later than 30 days. Any notification

received thereafter should carry the cancellation or penalty fee. This policy should be clearly specified on the contracts.

- 4.4. It is recommended that compensation be fixed according to the following criteria. However, other commercially viable options may be employed as long as the cancellation policy is clearly defined:

- 4.4.1. Cancellation received within 30 days - one night cancellation fee for each room booked

- 4.4.2. Cancellation received within seven days but prior to day of arrival - two nights cancellation fee for each room booked

- 4.4.3. Cancellation received on the day of arrival should be treated as a no-show and entire length of stay should be charged.

5. GROUP DEPOSIT PROCEDURE

- 5.1. It is recommended that group bookings (normally defined as a minimum of 15 paying guests), are to be subject to the following procedures where economically and operationally practical. however, other commercially viable options may be employed as long as they are clearly defined:

- 5.1.1. Space for group bookings may be blocked without confirmation on the basis of 10% deposit of total business received at any time prior to the periods of revision, i.e. 120 days, 90 days, 60 days. Written confirmation of space blocked shall be given upon the receipt of 10% or one (1) night's deposit for each room, whichever is greater.

- 5.1.2. At 60 days prior to arrival, a progress report must be provided and 50% of all unsold rooms will automatically be cancelled.

- 5.1.3. At 30 days prior to arrival, a complete rooming list, together with a further deposit of 50% of the balance of accommodation charges, must be provided and all unsold rooms shall be released for sale. Rooms covered by the rooming list shall be covered by the normal cancellation policy.

- 5.1.4. Balance of all accommodation charges must be paid before or upon arrival.

- 5.1.5. The hotelier should offer free accommodation equivalent to a half twin for every 15 full paying rooms.

6. VOUCHERS

- 6.1. Airline Bookings : Airline bookings shall be treated as request only and are not confirmed until such time as a voucher or deposit is received.

- 6.2. Travel Agents : Travel agents' vouchers or email or other form of irrefutable confirmation must be received not later than fourteen (14) days prior to the arrival of the guests.

7. EDUCATIONALS

- 7.1. Local or overseas educationals and familiarisations (Tourism Fiji, SOFTA, PATA, etc.) should receive complimentary rooms where commercially viable with all requests subject to the acceptance of each individual property and availability. For familiarisations organised by Tourism Fiji, properties are recommended to accept Exchange of Checks (EoC) where commercially viable. Food and beverage should be the responsibility of each originating sponsor or individual participant. The hotel should not be forced or be put in the position of having to provide meals, cocktail parties or welcome drinks. However, hotels are not discouraged from doing so in a responsible manner if they so desire.

- 7.2. All hotels and properties should be given the opportunity to participate in these educational and familiarisation tours by offering accommodation or other means.

8. COMMISSION

- 8.1. The hotel's policy regarding commissions should be clearly stated and agreed upon by the travel agent before or at the time of the original confirmation.
- 8.2. Normal agents' commission shall be 10% and shall be charged on accommodation only.
- 8.3. It is recognized that all hotels shall have the right to negotiate nett rates with wholesalers who package their products.
- 8.4. It is also recognized that all hotels shall have the right to change their rates in event of significant currency fluctuation.
- 8.5. Hoteliers shall take care to protect agents for commission earned by Pay Own Way (P.O.W.) guests, provided the booking is made by an agent.
- 8.6. Hoteliers should also pay commission to the agent for any period of extended stay – based on rack rate or negotiated rate unless contract rate applies.

9. DISCOUNT

- 9.1. Travel industry personnel on vacation or on unsponsored visits may be given the appropriate discount depending upon availability of space.
- 9.2. Agents on prearranged familiarization tours shall be discounted at the discretion of the hotel on the advice of the wholesaler or sponsor concerned.

10. DOUBLE BOOKINGS (PROTECTING SPACE)

- 10.1. To prevent double booking or protecting space, any agent known to use these methods should be reported to FHTA for proper communication and official advice.

11. PUBLICISED TARIFF AMENDMENTS

- 11.1. As much notice as possible shall be given to tariff amendments.

12. EXCHANGE RATES

- 12.1. A daily exchange rate of four (4) cents per dollar less than the current bank rate should be given. This rate may be varied in times of financial uncertainty.

13. PAYMENT OF ACCOUNT DUE

- 13.1. That in all cases agents be advised that contract rates will not be honoured unless accounts are settled within thirty (30) days of date of settlement.

14. BROCHURE SUPPORT

- 14.1. Payment of brochure support should not be encouraged automatically. FHTA does not encourage its members to finance brochure support either by means of money, free rooms or additional commission to wholesalers and airlines.

15. DIVERS AND DIVE SERVICES

- 15.1. The Association requires that all divers operating out of any hotel, resort or other dive operation are to be properly certified or qualified to conduct such activities. Where applicable, the requisite refresher courses should be undertaken by the diver(s).
- 15.2. Divers should be qualified to perform first aid and be able to capably react to any such situation where first aid may be required. The diver(s) should always ensure that all requisite safety equipment is up to date with regard to maintenance and servicing. The same should be readily available at any time there is a diving activity.
- 15.3. All divers should be well versed in the emergency protocols and procedures applicable to the dive services they provide.

- 15.4. All dive operators, irrespective of whether this is by way of a hotel, resort or other operator, should have valid insurance coverage, which should include public liability insurance.
- 15.5. All dive operators, who are members' of the Association, should have their qualifications and practice verified via the Association as this can be done in a timely and much more cost efficient manner.

16. DISASTERS

- 16.1. The Association requires that all hoteliers have suitable plans in place for natural and manmade disasters, including, but not limited to, fire, tsunami, cyclone, and flooding.
- 16.2. The Secretariat of the Association and/or the Ministry of Tourism should be notified as soon as possible after any damage is incurred or any other issue that might affect the health and safety of guests. The Association does not accept any liability for assistance granted or for any that it is unable to offer.
- 16.3. As soon as practicable before, during, and after any disaster the Secretariat will communicate national plans and infrastructure condition updates in concert with the National Disaster Management Office and other relevant authorities and stakeholders.
- 16.4. From time to time the Association and/or Ministry of Tourism may request situation and/or condition reports and requests that responses are provided in a timely manner.
- 16.5. Based on the severity of the disaster and the extent of damage, the Association will issue advice surrounding cancellations, re-bookings, and stranded passengers. However, the following baseline should apply in cases where a state of emergency has been declared. However, other commercially viable options may be utilised as long as they are clearly defined:
 - 16.5.1. For Guests who have not yet arrived in the country:
 - 16.5.1.1. Should Guests postpone their travel i.e. rebook for new dates; then no cancellation fees apply. (Postponements valid for arrivals until approximately one week following the disaster)
 - 16.5.2. For Guests who are in the country and No Shows:
 - 16.5.2.1. Failure to arrive at the booked hotel should be treated as per the hotel's normal cancellation/no show policy. Guests should be able to claim against their travel insurance. If they have no travel insurance, that is their conscious decision and they take the risk.
 - 16.5.3. For Island Properties:
 - 16.5.3.1. Consideration should be given to advise guests of possible transfer restrictions as a result of stop sail orders that may be given. These orders may be with little notice and may restrict guests' ability to arrive and/or depart your island and Fiji. Properties with guests due to arrive and/or depart during the time of this threat should consider a voluntary option of transferring guests to the mainland. Properties may consider furnishing affected guests with a letter to assist with travel insurance, and should assist with mainland hotel bookings.
 - 16.5.4. Under no circumstances should a hotel or other tourism provider participate in "price gouging" before, during, or after a disaster and should not charge more than the published "rack rate" for any goods or services.

AGREEMENT TO BE BOUND BY THE CODE OF ETHICS OF THE FIJI HOTEL AND TOURISM ASSOCIATION

..... (Member’s name as per Register of Members, hereinafter referred to as **“the Member”**) agrees to be bound by the Fiji Hotel and Tourism Association’s (hereinafter referred to as **“the Association”**) Code of Ethics as it stands at the date of execution of this Agreement and to any subsequent amendment to the same, which has been approved by the Membership in the appropriate manner as per the relevant procedures to bring such an amendment into effect.

In addition the aforementioned Member agrees to subject itself to the disciplinary procedures pertaining to the enforcement of the Code of Ethics of the Association. The Member agrees to participate in and fully cooperate with the disciplinary procedures set out in the Breaches of Code of Ethics and Disciplinary Procedures. The Member further acknowledges that they are fully aware of the contents of the documents referred to herein and execute this Agreement in light of such knowledge and acceptance of their obligations pertaining to the same.

Signature of Member:

Full Name:
Professional Designation:

Date:

Signature of Chief Executive Officer of the Association:

Full Name:
Date: