

KATO Code of Conduct

Kenya Association of Tour Operators

KATO Place, (Opposite Shelter Afrique Centre) Upper Hill

P.O. Box 48461 – 00100, Nairobi , Kenya

Dropping Zone No. 174, Biashara St. Revlon Plaza

Overview

KATO is an Association comprising of the leading and most experienced Tour Operators in Kenya and the best source of information which includes:

1. Special interest safaris
2. Incentive Travel group safaris
3. Camping Safaris
4. Safaris by air
5. Individual safaris
6. Indian Ocean Coast (beaches and fishing)

KATO members can accommodate any safari requests and the standard of their operations is geared to reflect members' commitment to the achievement of their major objectives, which are:


- To promote Kenya as a prime destination in all trade markets worldwide.
- To ensure that a high standard of service is offered by the Kenya Travel Industry.
- To uphold the business ethics of the travel profession.

All members of the Kenya Association of Tour Operators are bound by the rigid Rules of their own Code of Conduct. Intending Safari visitors to Kenya are advised to arrange their holidays through one of our members whose addresses and telephone numbers are contained in the directory.

This Code of Conduct is designed to ensure that all members of the Kenya Association of Tour Operators trade honestly which is the only ethical method of trading. The Code covers trading in its widest sense – between members of KATO, and overseas agents and Principals and between members of KATO and their clients.

Members of the Association will be required to signify their agreement to observe strictly the Ethics and Standards incorporated in the Code of Conduct and to abide by judgments reached by the Ethics and Standards Sub-Committee and the Executive Committee in any case in which the conditions of the Code of Conduct are considered to have been breached.

The conditions contained in the Code are by no means exhaustive and will be added to continually in the light of experience gained and representations from members of the Association. The Code of Conduct is approved by the Ministry of Tourism and Wildlife, who



have indicated that major or continued contravention of its conditions, even by non-members of the Association, may well have a deleterious effect upon the Ministry's decision to grant or renew a license.

Objectives

In compiling this Code of Conduct five clear objectives have been defined. These are:

1. To uphold the good reputation of Kenya as a tourist destination by ensuring that Kenya Tour Operators maintain the highest standards of service and value.
2. By endeavouring to institute a system of redress, to give agents and individual clients alike the confidence of knowing that Kenya has a mechanism designed to consider the possible redress of any wrongs which a client may have suffered.
3. To recommend certain standards which the relevant Government authority might consider in determining whether or not to grant or renew the license of an operator.
4. To provide a means for the Association's members to seek protection or redress in any dispute either with another member or a non-member of the Association.
5. To endeavour to instil a spirit of unity and loyalty to each other amongst members of the Association.

Conduct Between Members And The Public/Clients

1. Standard of Service

Members shall maintain a high standard in serving the public and shall comply with all relevant statutory requirements.


KATO members have an obligation to provide tourists with objective and honest information on their places of destination and the conditions of travel, hospitality and stays; they should ensure that the contractual clauses proposed to their customers are readily understandable as to the nature, price and quality of the services they commit themselves to providing and the financial compensation payable by them in the event of a unilateral breach of contract on their part.

2. Advertising

No advertisement document, statement or other publication, whether in writing or otherwise, shall contain anything which is likely to mislead the public.

3. Alterations to or Cancellation of Tours or Travel Arrangements by Members

1. When alterations are made to travel arrangements for which bookings have already been accepted, members shall inform their clients immediately they are advised of the situation by a Principal, or another travel concern and act as intermediaries between such Principals and their clients in any subsequent negotiations.
2. A member shall not cancel a tour or travel arrangements after the date when payment of the balance of the price becomes due unless it is necessary to do as a result of hostilities, political unrest or other circumstances amounting to a force majeure. The member shall inform agents and direct clients without delay and shall offer the choice of an alternative tour or travel arrangements, at least comparable in standard, if available. Alternatively, a prompt and full refund of all money paid less reasonable expenses shall be made.
3. Should a material alteration become necessary to a tour or travel arrangement for which bookings have already been made, the Member concerned shall inform clients the choice of either accepting the alteration, which must be of comparable



standard, or of receiving a prompt and full refund of all money paid, less reasonable expenses when the alteration is due to circumstances amounting to force majeure.

4. Cancellation by Clients

A Member shall clearly state in his booking conditions the amount of the cancellation fees which the client shall be liable to incur, as well as the terms and conditions under which the client shall be liable to incur such fees.

5. Complaints

Complaints shall be dealt with promptly and efficiently and in the event of a dispute with a client, every effort shall be made to settle the matter amicably and as quickly as possible. Where complaints are of such a nature that reference to a Principal is necessary, a Member shall use his best endeavour, acting as intermediary, to bring about a satisfactory conclusion.

6. Transactions and Correspondence

Transactions with clients shall be treated as confidential and correspondence shall be dealt with promptly.

Conduct Between Members And Principals/Clients

1. Member shall give a full service to the Principals they represent and shall conform to all lawful and reasonable instructions issued to them as agents of such Principals.
2. Members shall always carry out contractual obligations in an honourable manner and observe the rules, regulations and conditions of business of their Principals.
3. Members and their staff shall make themselves conversant with the tariffs, rules and regulations of the Principals with whom they have dealings and visa versa.
4. Members should accept or release accommodation and other reserved services as quickly as possible and within the periods stipulated by the Principal.
5. Members shall endeavour always to adhere to truthful statements and to good taste when called upon to express opinions about any other travel organisation.
6. Members will always settle supplier's accounts promptly and within the period specified for payments becoming due.
7. Whenever a complaint or grievance by a client involves any Principal, Members will give the Principal concerned every opportunity to make a full investigation before taking any action against the Principal or seeking to publicise the grievance.

Conduct Between Members, Retail Travel Agents And Other Travel Concerns

1. Members shall deal fairly with one another and shall not damage the reputation of, nor disparage the business practices of or services offered by fellow members.
2. Members providing tourism transport services will not operate any services unless fully authorised so to do and unless permits for the conveyance of tourists, issued by the relevant Government ministry are held.
3. Members will not use the services of transport operators who do not have the necessary permits to operate tourist services required by the law.
4. Members shall not allow non-licensed companies or individuals to utilise their motor carrier certificates with the object of circumventing the legal obligations.


5. Members should not accept a client or agent who is allegedly indebted financially to another member of the Association, unless prior reference has been made to the Ethics and Standards Sub-Committee. This restriction shall be mandatory once the matter has been investigated by the Ethics and Standards Sub-Committee and in the opinion of the later the overseas agent has been proved to be culpable.
6. Members shall only sub-contract to licensed operators and where in doubt shall consult the KATO Secretariat for assistance.

Infringement And Enforcement

- a) Any Member becoming aware of unethical practices on the part of fellow Members should advise the Ethics & Standards Sub-Committee of KATO, providing full information and evidence of the alleged malpractices.
- b) In the event of an infringement of this Code of Conduct, all facts pertaining to the alleged infringement will be full examined by the Association's Ethics & Standards Sub-Committee.
- c) The Member against whom an allegation has been made shall provide, at the request of the Ethics & Standards Sub-Committee, such further information or documentation as may be required within such period as may be specified.
- d) The Ethics & Standards Sub-Committee shall, before reaching any final conclusions, give the Member concerned the opportunity of making representations either personally or in writing in cases where disciplinary and/ or, fine or expulsion has been recommended.
- e) The Ethics & Standards Sub-Committee's decision in regard to a reprimand, fine or expulsion shall be binding on the part of the member concerned.

Legal Liabilities

1. The member is insured against legal liabilities from any injuries which might be received by passengers whilst in its vehicles.
2. The member and his agents act only as agents of the passenger in all matters relating to hotel accommodation, sightseeing, tours and transport whether by aircraft, road,



motor coach, ship, boat, or any other means, and shall not be liable for injury, delay, loss or damage from any cause and in any manner howsoever except when the passenger is being carried in transport owned by the member.

3. The member's liability to passengers carried in its own vehicles is governed by the laws of the Republic of Kenya and no other country and all claims are subject to the jurisdiction of the courts of the Republic of Kenya.
4. The member reserves the right to employ subcontractors to carry out all or any part of the services agreed to be supplied and in the event of the exercise of such right the terms of clause c) relating to the member's liability shall apply.
5. Members should in as far as possible encourage their clients to have a travel insurance to cover any eventuality.
6. In the event that any claim is made against the Travel Agent or Tour Operator in respect of any loss or damage occasioned by the breach of contract, negligence or other fault of the member, the member shall be liable to indemnify the Travel Agent or the Tour Operator (as the case may be) only if such claim would have succeeded and only to the extent that damages would have been awarded against Travel Agent or the Tour Operator (as the case may be) in the courts of the Republic of Kenya if the Travel Agent or the Tour Operator (as the case may be) had submitted to the jurisdiction of the said courts.
7. In respect of any such claim as is mentioned in sub-clause f) of this clause the member shall be under no liability whatsoever of howsoever arising other than the liability expressly assumed in this clause.
8. For the purpose of this clause the member shall be deemed to include its servants and agents and shall be deemed to contract on its own behalf and on behalf of each such servant and agent.

General

1. Members and their staff shall familiarise themselves with the provisions of this Code of Conduct.
2. Members shall observe not only the letter but also the spirit of the Code of Conduct and its ethics and ideals, thus giving true significance to the aims and objectives of the Association.
3. All advertising material and brochures produced by Members must indicate membership of the Association and carry the KATO logo. Members should be encouraged to also display the KATO logo insignia in a prominent position in their business premises.

The Ethics And Standards Sub-Committee

The Ethics and Standards Sub-Committee, whose seven members are elected by members of the Association in the Annual General Meeting with the Licensing Officer from the Ministry of Tourism & Information taking the eighth seat. It is the body which has been set up for the purpose of initially monitoring and interpreting the conditions contained in the Code of Conduct, for inquiring into any alleged breach of these conditions and making recommendations accordingly to the Executive Committee. The Sub-Committee will also make recommendations to the Executive Committee in respect of additions to or deletions from these conditions in the light of experience gained from its deliberations.

