

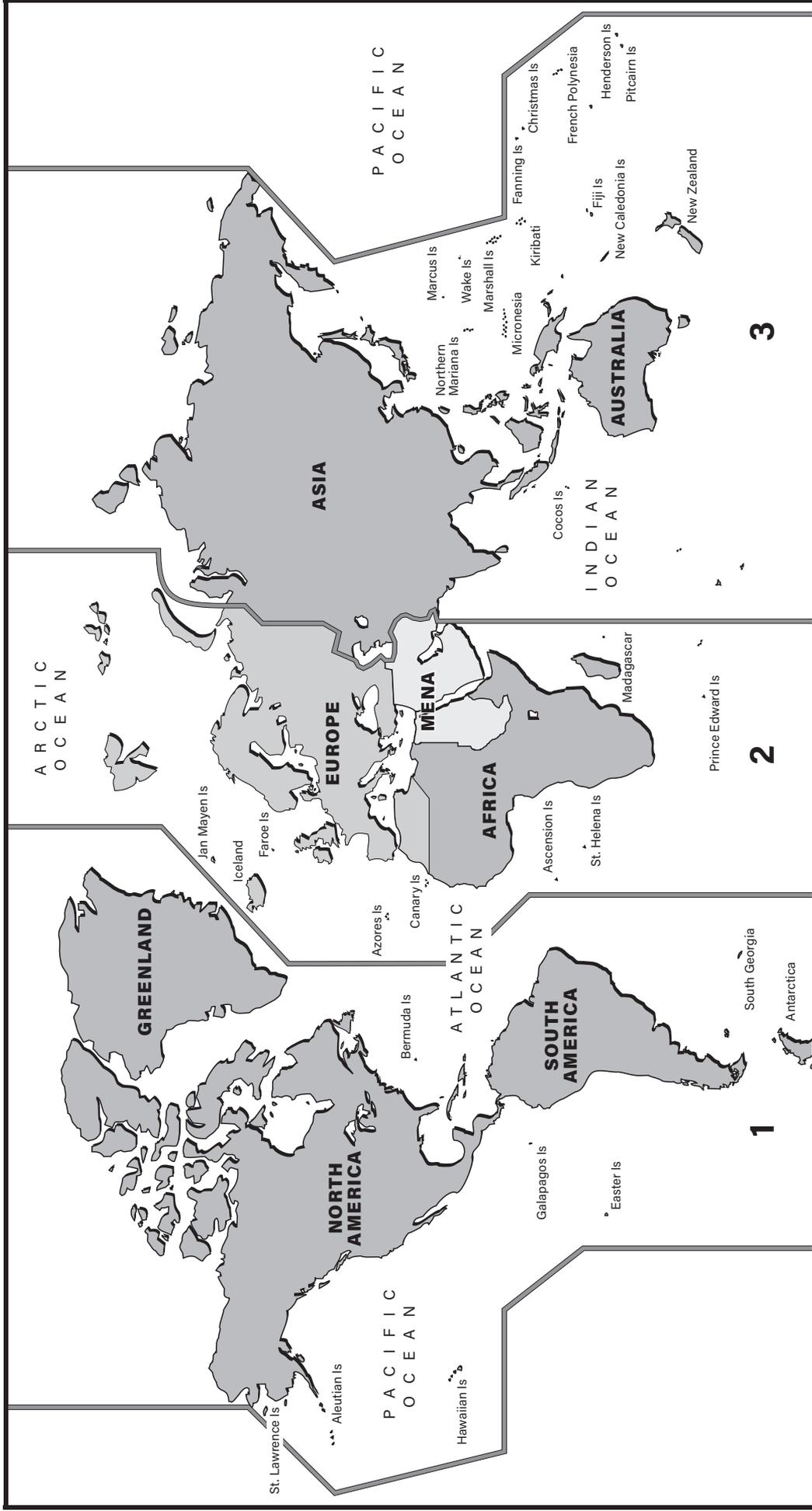


Travel Agent's Handbook

Resolution 800 Edition

Effective 1 June 2017

IATA AREAS



AREA 1 - NORTH, CENTRAL, SOUTH AMERICA AND ENVIRONS

AREA 2 - EUROPE, MIDDLE EAST, AFRICA

AREA 3 - FAR EAST, AUSTRALIA, NEW ZEALAND, PACIFIC ISLANDS





Travel Agent's Handbook

Resolution 800 Edition

Effective 1 June 2017

NOTICE

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FOREWORD

“FROM THE AGENCY ADMINISTRATOR”

Welcome to the 2017 edition of the Travel Agent's Handbook, which contains the current text of Passenger Agency Conference Resolutions that apply to IATA Accredited Agents.

This publication is normally produced annually and is legally required to be provided to each Approved Location of an IATA Agent.

Section 1 of this Handbook contains useful information specific to Resolution 800 countries. Further General Information can be found on the dedicated Agenthome website (see below for details).

The Passenger Agency Conference Resolutions and locally established criteria, which together form part of the Passenger Sales Agency Agreement, can be found in Sections 2 and 3 respectively of this Handbook. The rules and criteria contained in Sections 2 and 3 are mandatory and must be adhered to by agents participating in the Programme in the country/area governed by these rules.

The Manager of each Approved Location is recommended to draw this Handbook to the attention of staff involved in selling international air transportation and issuing tickets. There are items of information in the handbook which will strengthen travel agents' knowledge of their trade and make them more effective in their work, to the advantage both of their employer and themselves.

The Agency Programme is constantly under review and is the subject of on-going dialogue between airlines and agents. As a result, adjustments and improvements are progressively introduced in order to keep the programme relevant to the industry's needs in the marketplace. The changes in this handbook incorporate all the amendments made in 2016, a summary of which is provided in the 'Salient Aspects' section that follows.

The Agenthome website (www.iata.org/agenthome) provides a wealth of information for IATA Accredited Agents. In addition to the individual Passenger Agency Conference resolutions, Agents will also be able to download copies of essential publications (Travel Agent's Handbook, BSP Manual for Agents) and other reference material.

Agency Administrator

(email: DistributionManagement@iata.org)

SALIENT ASPECTS OF NEW OR AMENDED RESOLUTIONS

General

Various amendments to resolutions to remove outdated terms and to replace references to specific functions within IATA such as “Agency Services Manager” or “BSP Manager” with the more generic term “IATA”.

Resolution 800–Passenger Sales Agency Rules

Paragraph 11.3.1: simplified procedure removing the requirement to submit an application form in case of major changes, with new Notice of Change Form and “Statement of International Sales” form shown at Attachment ‘A’.

Resolution 832–Reporting and Remitting Procedures

Paragraph 1.1.2: New text clarifying the actions to be taken by IATA regarding agents who fail to settle directly with a suspended pursuant to Resolution 850 Attachment F.

Paragraph 3.2 (ii): Replacement of reference to “Agency Services Manager” with ‘IATA’ and removal of exception for Canada & Bermuda.

Resolution 850p–Financial Securities

Section 4: new Section 4 dealing with the evaluation of Global Default Insurance and Providers, and new paragraph 2.6 stating that any Provider of Global Default Insurance must meet with the criteria set out in the new Section 4.

Resolution 860a–Passenger Agency Programme Global Joint Council

The number of members of the Council is increased to 24.

Resolution 866–Definitions of Terms used in Passenger Agency Programme Resolutions

New definitions for ‘Global Default Insurance’ and ‘Remittance’.

Modified definitions for ‘Agency Programme Joint Council’ and for ‘Electronic Ticketing Authority’.

Resolution 868–Passenger Agency Conference Steering Group and the Agency Administrator

Modified and increased the composition of the PSG.

REFERENCE MARKS USED FOR RESOLUTIONS

The following symbols placed against an item indicate changes from the previous edition:

Symbol	Meaning
□	Addition of a new item
△	Change to an item
⊗	Cancellation of an item

INTENTIONALLY OMITTED sometimes appears in place of a paragraph or subparagraph. This usually means that the provision in question has been deleted. Renumbering of subsequent provisions is thus avoided, thereby easing the problems of consequential cross-referencing amendments in other Resolutions.



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ACCREDITATION AND APPOINTMENT PROCEDURE

The regulations concerning the approval, accreditation, and retention of Agents are set forth in detail in IATA Resolutions and are reproduced in this handbook. The following brief outline thus serves merely as an introduction.

SALES AGENCY RULES

Passenger Sales Agency Rules regulate the relationship between IATA Accredited Agents and Member Airlines. These rules set forth the rights and obligations of both parties as well as the procedures applicable to those seeking IATA accreditation for the sale of international air passenger travel.

STATUS OF IATA ACCREDITED AGENT

An IATA Accredited Agent is a passenger sales agent which has been approved by Member Airlines, through the local Agency Investigation Panel (AIP) in accordance with the Sales Agency Rules.

APPLICATION

Any person or organisation may become an Accredited Agent by submitting an application which is in the form of answers to a questionnaire (see text of Resolution 800a in this handbook). Copies of the questionnaire and answers to enquiries can be obtained from the Secretary of the AIP as the Agency Administrator's representative. It is to the Secretary of the AIP in whose area of jurisdiction the applicant is situated that the application is to be sent. More detailed information regarding application procedures can be obtained from:

Asia/Pacific

Agency Management—Accreditation Services,
Asia/Pacific
International Air Transport Association
111 Somerset Road
#14-05 Triple One Somerset
Singapore 238164

Europe

Agency Accreditation Services
IATA Service Centre Europe
Torre Europa Paseo de la Castellana 95, 5th floor
28046 Madrid
Spain

Africa and Middle East

Agency Accreditation Services
International Air Transport Association
King Abdallah II Street
Al Shaab Roundabout
Business Park, Building GH8
P.O. Box 940587
11194 Amman
Jordan

IATA's Customer Services portal provides a valuable Resource Centre where customers can find a wealth of information relating to the Agency Programme and the BSP.

In addition, Agents may send an enquiry directly to our Customer Services via the following link:
<http://www.iata.org/Pages/contact.aspx>.

VERIFICATION OF APPLICANTS QUALIFICATIONS

AIPs, composed of senior local representatives of Member Airlines operating into the particular territory, have been established in order to assist in collecting the necessary information concerning applicants. AIPs examine the qualifications of an applicant with respect to, inter alia:

- financial record and standing
- staff qualifications and experience
- identification and accessibility of premises
- security and procedures

ACTION ON APPLICATIONS

An applicant will be granted recognition as an IATA Accredited Agent and consequently be appointed to represent Member Airlines, by meeting the qualifications and criteria as outlined in the Sales Agency Rules and executing a Passenger Sales Agency Agreement. A person whose application has been disapproved is told the reasons for such action. The disapproved applicant may request reconsideration or a review of the decision within 30 days after the date of the notice of disapproval.

NUMERIC CODE

Each Approved Location of an Accredited Agent is allocated an individual IATA Numeric Code and is entered on the IATA Agency List for the respective Area. IATA Member Airlines are free to appoint Accredited Agents from that List.

QUALIFICATIONS AND CRITERIA

Certain minimum criteria must be met if an application is to be successful. IATA accreditation will not be given to an applicant who fails to meet these minimum criteria. The criteria must continue to be met in order to ensure retention on the IATA Agency List. The criteria fall into the following categories.

Premises

The place of business under application shall be open for business on a regular basis, be identified and trade as a travel agency; provided that a place of business which does not meet these conditions may nevertheless be approved if it meets all other qualifications and is:

- solely devoted to the organizing of Inclusive Tours and performs the issuance of Traffic Documents related to such Inclusive Tours only, or
- an In-Plant Branch Location situated on the premises of an organisation, plant or commercial firm and dedicated substantially to the travel requirements of that organisation, plant or commercial firm.

The place of business shall not be located in office space jointly occupied with another travel agency, an Accredited Agent or an air carrier. The place of business shall not be located at an airport.

Minimum Security Standards

Please refer to revised Security provisions contained in Resolution 800, Section 6.

Staff Qualifications

The applicant must have in its employment at least one competent, qualified staff member to be present at the place of business under application during the working hours of such place of business. Such person must meet the criteria of competence and experience determined by the Agency Investigation Panel in respect of the country where such place of business is located.

IATA working with UFTAA have developed a training programme based on a points system. The following criteria may be used in some countries or areas as the criteria for staff approval. It is also included here as a guideline for any country or area considering adopting a similar scheme.

Staff

The assessment of staff qualifications is made on the basis of a points system, from educational training and/or practical experience. A minimum of 35 points must be achieved by at least one staff member, or by each of 2 staff members (35 points each, not combined) when the agent employs 4 or more staff members. The staff members must be permanent full-time employees of the Agent, and must attend the place of business during all the working hours of the Agency.

Points are awarded for both training and experience as follows:

Success in any training courses must result from formal controlled testing within 5 years of the application/review date, and certificates must be provided. If the course was successfully completed between 5 and 10 years of the application date, half of the applicable points may be earned.

Educational Training

IATA Member basic Fares and Ticketing Course	10
Pre 2001 IATA/UFTAA Standard Diploma	15
IATA/UFTAA Travel & Tourism Foundation Certificate	15
Other local equivalent course, as approved by local APJC in consultation with IATA (ITDI)	15
IATA/UFTAA GDS Proficiency Certificate, OR	15
IATA/UFTAA GDS Fares & Ticketing Certificate (20 points maximum for both GDS Certificates)	20
IATA Member Advanced Fares & Ticketing Course	20
Pre 2001 IATA/UFTAA Advanced Diploma	20
IATA/UFTAA Travel & Tourism Consultant Certificate	20
Other local equivalent Advanced course, as approved by local APJC in consultation with IATA (ITDI)	20

Practical Experience

Experience in airline fares and ticketing, airline procedures and product knowledge gained in the permanent employment of an IATA accredited agent or scheduled airline. References in connection with practical experience must be provided. A maximum of 25 points may be earned under this category:

For each month's experience completed within 5 years of application date	1 point
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Finances

Only companies and firms that are financially sound will be approved.

The applicant shall submit independently produced financial statements prepared in accordance with local accounting practices as specified and published in the Handbook. Such statements shall be evaluated and found satisfactory pursuant to the methodology and standards established from time to time. To obtain a satisfactory evaluation, the applicant may be required to provide additional financial support in the form of recapitalization or of a bank or insurance guarantee.

Further details of the financial and other criteria are available from the website http://www.iata.org/customer_service/.

Name

The name used by an applicant must not be same as or misleadingly similar to that of an IATA Member airline, or IATA itself. The place of business must not be identified as an office of a Member or a group of Member airlines.

Business Standards

The applicant, or any of its managers, principal shareholders (or persons for whom they act as nominees), directors or officers shall have no record of wilful violations of fiduciary obligations incurred in the course of business nor be undischarged bankrupts.

Management

No person who is a director of or who holds a financial interest or a position of management in the applicant shall have been a director of, or had a financial interest or held a position of management in an Agent which has been removed from the Agency List, or is under notice of default, and still has outstanding commercial debts, or in such an Agent whose commercial debts were met solely or in part by recourse to a financial bond or guarantee; provided that the applicant may nevertheless be approved if the Agency Administrator is satisfied that such person did not participate in the acts or omissions that caused such removal or default or if he is satisfied that the applicant can be relied upon to comply with the terms of the Sales Agency Agreement and other Resolutions of the Conference.

General Sales Agency

Applicants must not be appointed by an air carrier as a General Sales Agent for the country concerned or for any part thereof. (A General Sales Agent is one to whom an airline has delegated general authority to represent it for purposes of overseeing sales in a defined territory and who is remunerated accordingly.)

General

In respect of the issue of Traffic Documents after approval, an Agent shall comply with the provisions of Resolution 822 to the extent that they affect the Agent's obligations or actions.

Where officially required, the applicant must be in possession of a valid licence to trade.

All material statements in the application must be accurate and complete.

CHANGES WITHIN AN AGENCY REQUIRING PRIOR IATA APPROVAL

Under the terms of the Passenger Sales Agency Agreement entered into by each IATA Accredited Agent, an Agent proposing to effect certain changes within its agency must so notify the Agency Administrator through the IATA Office. The details of the procedural requirements for cases of change of ownership, legal status, name or location are shown in the Sales Agency Rules.

The following brief summary of the provisions is given to assist Agents to understand the importance of advising IATA in advance of proposed changes in their agencies. Copies of the appropriate forms and notices together with answers to enquiries can be obtained from the IATA Office and it is to this office that the notification of change should be submitted.

CHANGES OF OWNERSHIP/EQUITY OR LEGAL STATUS

New owner(s) must be made at the same time to facilitate approval of the change prior to its effective date.

CHANGES OF NAME

If an Accredited Agent wishes to change its name, or the name under which any of its Approved Locations is operated, it must give prior notice of and make application for approval of the change.

CHANGES OF LOCATION

If an Accredited Agent wishes to change the place of any of its Approved Locations it must give prior notice of and make application for approval of the change.

Each Approved Location is inspected and this forms part of the IATA accreditation process. When an Approved Location changes, the Agent must inform the IATA Office in writing before the change.

Note: Failure to give timely notice to IATA of changes may jeopardize your status as an Accredited Agent or that of the Approved Location.

MAINTAINING QUALIFICATIONS AND CRITERIA

It is essential for an IATA Accredited Agent to maintain the standards necessary for accreditation. A review of the Agent's qualifications and criteria can take place at any time and a full review of the Accredited Agent's financial standing is carried out on an annual basis. Failure to submit, by the specified date, financial documents requested by IATA to conduct a financial review of the Agent is in itself grounds for review of the Agent's eligibility to be retained on the Agency List.

RESOLUTION 010

INTERPRETATION AND HIERARCHY OF RULES PERTAINING TO THE SALES AGENCY PROGRAMME

PAC1(50)010(except USA)
PAC2(50)010
PAC3(50)010

Expiry: Indefinite
Type: B

WHEREAS Resolution 824 provides for a form of Passenger Sales Agency Agreement to be adopted and implemented by the Agency Administrator;

WHEREAS Section 2 of Resolution 824 stipulates the Rules, Resolutions and other provisions deemed to be incorporated by reference in the said Passenger Sales Agency Agreement;

WHEREAS Resolution 824, as well as said Rules, Resolutions and other provisions may be amended from time to time by the Conference;

WHEREAS the Conference wishes to clarify the rules of interpretation and the hierarchy that applies to such Rules, Resolutions and other provisions;

WHEREBY it is hereby RESOLVED as follows:

1. DEFINITIONS

the definitions of terms and expressions used in this Resolution are contained in Resolution 866.

2. APPLICATION

this Resolution applies, unless an express contrary intention appears, to all Rules, Resolutions and other provisions of the Agency Programme, whether enacted before or after the commencement of this Resolution.

3. AUTHORITY OF CONFERENCE

3.1 the authority to enact, amend or repeal any of the Rules, Resolutions or other provisions incorporated in the Passenger Sales Agency Agreement lies exclusively with the Conference. The Agency Administrator, IATA, the Carriers, the Airlines, the Agents and the Travel Agency Commissioners are all bound by the decisions of the Conference regarding the Agency Programme.

3.2 notwithstanding the above, the Conference may, from time to time, delegate by Resolution power to IATA, to the ISS Management, or to the Agency Administrator, (as well as delegate to the Agency Programme Joint Council the power to make recommendations to the Conference) including, without limitation, that the Conference has delegated to the Agency Administrator the responsibility and power to manage the Agency Programme in accordance with the Members' rules and resolutions, as well as the autonomy to act in extraordinary circumstances. Any such delegation of power shall be deemed to include such ancillary power as is reasonably necessary to

enable the relevant person or entity to act. Where a power is conferred to adopt rules or provisions or to set standards, the power shall be construed as including a power to repeal, amend or vary the rules, provisions or standards and the power to make others.

4. HIERARCHY OF SOURCES

4.1 the following hierarchy of sources of rights and obligations continues to apply in connection with the Agency Programme:

- 1st. any Applicable Law;
- 2nd. the form of Passenger Sales Agency Agreement embodied in Resolution 824;
- 3rd. any contractual document specifically executed by the Agent and by IATA, acting on behalf of the Carriers;
- 4th. all other Resolutions of the Conference contained in the Travel Agent's Handbook;
- 5th. any Local Financial Criteria, as approved by the Conference; and
- 6th. any and all applicable rules and provisions included in the BSP Manual for Agents.

4.2 in the event of any inconsistency between two sources of rights and obligations with respect to any matter specifically dealt with by both, the provisions of the higher-ranking source governs. In such a case, the inferior-ranking source remains in force but simply does not apply to the extent of the inconsistency.

4.3 in case of inconsistency between two sources of equal ranking, the most recently-enacted instrument prevails.

4.4 the Conference may exceptionally provide that a source of inferior ranking, such as a Local Financial Criteria, will prevail, but such provision by the Conference must be explicit and it can never be inferred or presumed.

5. ENTRY INTO FORCE, AMENDMENTS AND REPEALS OF RESOLUTIONS

5.1 Resolutions come into force at the time that they are declared to be effective by the Conference and provided to the Agent in accordance with Resolution 824. They remain in effect and apply to facts, circumstances and situations arising thereafter and shall not have retroactive effect.

5.2 every Resolution shall be so construed as to reserve to the Conference the power of rescinding or amending it. Where a Resolution is rescinded or amended in whole or in part, the rescission or amendment does not affect the previous operation of the Resolution so rescinded or anything duly done or suffered thereunder, or affect any right, privilege, obligation or liability acquired, accrued, accruing or incurred prior to the deemed effective date of such rescission or amendment. All rules and provisions adopted under the rescinded Resolution remain in force and are deemed to have been made under the new Resolution, in so far as they are not inconsistent with the

new Resolution or have not themselves been expressly rescinded, in which case the new Resolution shall prevail.

5.3 amendments to Resolutions can be declaratory or remedial, depending on circumstances and no inference one way or another can be drawn from the amendment, unless specified in the amendment.

6. RULES OF INTERPRETATION

6.1 subject to any governmental or other state approval as may be required, every Resolution applies globally wherever the Passenger Agency Programme is in effect, unless a contrary intention is expressed in the Resolution in which case the Resolution concerned applies only to the areas or countries mentioned as such.

6.2 a Resolution shall be considered as always applicable, and where a matter or thing is expressed in the present tense, it shall be applied to the circumstances as they arise, so that effect may be given to the enactment according to its true spirit, intent and meaning.

6.3 the preamble of a Resolution shall be read as a part of the Resolution intended to assist in explaining its purport and object.

6.4 any word contained in a Resolution in the singular number includes the plural; any word importing any gender includes the masculine, feminine and neuter genders; any word importing a person includes a corporation, a partnership and any other entity and vice-versa.

7. COMPUTATION OF TIME

7.1 where the time limit determined for the execution of a provision expires or falls on a bank holiday in the country of the Agent's Approved Location, the action may be executed on the immediate day following that is not a bank holiday.

7.2 where the time limit determined for the execution of a provision is expressed to begin after or to be from a specified day, the computation of such time period does not include that day. Where there is a reference to a number of days between two events, in calculating that number of days the day on which the first event happens is excluded and the day on which the second event happens is included.

8. LANGUAGE

where Resolutions are adopted in another language in addition to English, or where administrative translations of Resolutions are prepared, the English version shall prevail.

RESOLUTION 800

PASSENGER SALES AGENCY RULES

△ PAC1(53)800 Expiry: Indefinite
PAC2(53)800 Type: B
PAC3(53)800

This Resolution is applicable in the following countries and/or territories:

Afghanistan, Algeria, Angola, Armenia, Belarus, Bhutan, Brunei Darussalam, Burundi, Cape Verde, Christmas Island, Cocos (Keeling) Islands, Cuba, Comoros, Democratic People's Republic of Korea (DPRK), Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Falkland Islands/Malvinas, Gambia, Guinea, Guinea-Bissau, Indian Ocean Islands, Islamic Republic of Iran, Iraq, Israel, Laos (Peoples' Democratic Republic), Liberia, Libya, Madagascar, Maldives, Myanmar, Sao Tome and Principe, Seychelles, Sierra Leone, Somalia, Tajikistan, Timor Leste, Turkmenistan, and Uzbekistan.

RESOLVED that, the following Rules are adopted and implemented:

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SECTION 3—AGENCY INVESTIGATION PANEL

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SECTION 12—REVIEWS BY THE TRAVEL AGENCY COMMISSIONER

SECTION 13—ARBITRATION

SECTION 14—MEASURES AFFECTING AN IATA AGENT'S STANDING

SECTION 15—INDEMNITIES AND WAIVER

ATTACHMENT 'A'—NOTICE OF CHANGE

Introduction

1. PURPOSE

the purpose of this Resolution is to encourage the orderly promotion and sale of international air transportation by Members through their Accredited Agents in an efficient manner based on established business procedures, in the interests of the travelling public, Members and their Agents.

2. ONLY ACCREDITED AGENTS TO BE APPOINTED

a travel agency appointed by a Member to sell international air transportation must be an Accredited Agent operating from an Approved Location whose name and address have been entered on the Agency List.

3. DUTY TO PROMOTE AND SELL FOR APPOINTING MEMBERS

an Accredited Agent undertakes to the best of its ability to represent the interests of the Member and to promote and sell international air transportation.

4. AGENCY INVESTIGATION PANEL

The activities of the Agency Investigation Panel are contained in Section 3 of these Rules. For the purposes of these Rules, in any country where there is no Agency Investigation Panel in place, references to such group shall be replaced with the "Agency Administrator".

Section 1—Definitions

The definitions of terms and expressions used in this Resolution are contained in Resolution 866.

The use of words and expressions in the singular shall, where the context so permits, be taken to include their use in the plural and vice versa.

Paragraph headings are for ease of reference only and do not form part of these Rules.

Section 2—Criteria for Accreditation and Retention

When, pursuant to the provisions of this Section, the Agency Investigation Panel is authorised to establish certain standards, application of such standards shall be subject to their prior endorsement by the Agency Administrator. Standards so endorsed shall be published in the Handbook.

2.1 any Person in possession of the appropriate official licences, where required, may be considered for inclusion in the Agency List and have a place of business entered as an Approved Location on the Agency List, or an Agent may have an application considered for an additional place of business entered as an Approved Location on the Agency List by meeting the following requirements which have been confirmed as met through investigation performed on behalf of the Agency Investigation Panel, and submitting an application to the Secretary of the appropriate Agency Investigation Panel in the form prescribed by the Conference;

2.2 when there are reasons to believe that an Accredited Agent or Approved Location does not continue to meet such requirements, the Agency Administrator shall on his own initiative, or may, at the request of the Agency Investigation Panel or of a Member, initiate a review of the Agent or Location. If the Agent is unable to demonstrate to the Agency Administrator by a specified date that it meets the qualifications, the Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement or, in the case of a Branch Office Location, of removal of such Location from the Agency List. Such termination shall not take effect if, prior to the date of termination or removal, the Agency Administrator determines that the Agent or Location meets the qualifications;

2.3 if at any time the Agency Administrator becomes aware that an application, which resulted in accreditation of the Applicant, contained a material statement that was inaccurate or incomplete in respect of the criteria set out in Subparagraphs 2.4.6 and 2.4.7 of this Paragraph, it shall be grounds for the Agency Administrator, if he considers that the circumstances so warrant, to give the Agent notice of termination of the Sales Agency Agreement or, in the case of a Branch Office Location, of removal of such Location from the Agency List; provided that such termination or removal shall not take effect if, prior to the date of termination or removal:

2.3.1 the Agent eliminates the grounds for such termination or removal to the satisfaction of the Agency Administrator or,

2.3.2 the Agency Administrator is satisfied that the Agent can be relied upon to comply with the terms of the Sales Agency Agreement, these Rules and other Resolutions of the Conference;

2.4.1(a) the applicant must provide accredited accounts showing satisfactory financial standing and ability to remain solvent and pay bills. The applicant shall submit independently produced financial statements prepared in accordance with local accounting practices as specified by the Agency Investigation Panel. Such statements shall

be evaluated and found satisfactory pursuant to the standards established from time to time by the Agency Investigation Panel. The standards shall be endorsed and published in the Travel Agent's Handbook by the Agency Administrator. The following will be taken into account when assessing the applicant's financial standing:

2.4.1(a)(i) availability of adequate liquid funds to meet normal trading commitments,

2.4.1(a)(ii) capital required to be commensurate with fixed assets,

2.4.1(a)(iii) the existence of preferential claims on the assets and the existence of contingent liabilities;

2.4.1(b) to obtain a satisfactory evaluation, the applicant may be required to provide further information or additional financial support in the form of bank or insurance bonds or guarantees. Failure on the part of an Agent to renew, by the expiry date, any such bank or insurance bonds or guarantees shall constitute grounds for the Agency Administrator to give the Agent notice of termination of the Sales Agency Agreement and notify all Members and, where applicable, Airlines and ISS Management. If, prior to the date of termination, the Agency Administrator receives evidence that such bank or insurance bonds or guarantees have been renewed as required, the termination shall not take effect and he shall reinstate credit facilities and so notify the Agent, all Members and, where applicable, ISS Management;

2.4.1(c) if so directed by the Agency Administrator, the Agency Investigation Panel shall conduct annual examinations of the financial standing of Agents. Its Secretary may request and the Agent concerned shall be under obligation to furnish, by the date specified in the Secretary's letter of request, the documents deemed necessary by the Agency Investigation Panel to conduct such examination. Failure by the Agent to submit such documents as prescribed shall be grounds for the Secretary to apply two instances of irregularity and to give the Agent 30 days to comply. Failure by the Agent to comply within 30 days shall be grounds for the Agency Investigation Panel to request the Agency Administrator to give the Agent notice of termination of the Sales Agency Agreement and notify all Members, Airlines and ISS Management accordingly, provided that if the Agent demonstrates to the Agency Administrator prior to the termination date that it meets the Local Financial Criteria incorporated in the Travel Agent's Handbook the termination shall not take effect;

2.4.1(d) when the Agency Investigation Panel determines that an Agent no longer satisfies the Local Financial Criteria, it may, if circumstances so warrant, prescribe in writing such conditions as are deemed appropriate to be complied with by the Agent within 60 days of the date of such written prescription. The Secretary shall determine if such conditions have been met. On finding that the Agent failed to comply, the Secretary shall request the Agency Administrator to apply two instances of irregularity, to withdraw all Traffic Documents, and require the Agent to comply within 30 days. If the Agent fails to comply within 30 days the Secretary shall request the Agency Administrator to give the Agent notice of termination of the Sales

Agency Agreement and notify all Members, Airlines and ISS Management accordingly;

2.4.1(e) if subsequent to the action taken under Subparagraph 2.4.1(d) above, but prior to the termination date, the Agent satisfies the Secretary that the prescribed conditions have been met, the termination shall not take effect and the Agency Administrator shall reinstate credit facilities and notify the Agent, all Members, Airlines and ISS Management accordingly;

2.4.1(f) if the termination takes effect pursuant to the provisions of Subparagraph 2.4.1(c) and 2.4.1(d) above, the Agent may, within 30 days of the termination, invoke the procedures for review of the Agency Administrator's action by the Travel Agency Commissioner;

2.4.1(g) when the financial position of an Agent is subject to examination by the Agency Administrator, and the Agent is unable to meet the Local Financial Criteria, the Agency Administrator shall take normal business fluctuations into account and provide the Agent with a reasonable period of time to meet those criteria;

2.4.1(h) A cost justified financial review fee, the level to be set by IATA Management, will apply for each Agent that fails to comply with established Local Financial Criteria.

2.4.2 the Applicant must wholly own and fully manage the business for which approval is sought as a Branch Office Location;

Branch Locations in Other Countries

2.4.2.1 An applicant that opens Branch Locations in a country, that is different from where the Head Office legal entity is located, will be assessed against the Local Financial Criteria established for the country of the Branch Location. In such event the Agent will be required to submit the financial documents of the Head Office legal entity. Where the Agent is unable to meet the applicable Local Financial Criteria of the country of the Branch Location, it shall be required to furnish additional security in the form of a bank or insurance bond or guarantee to cover the Sales at Risk for that location.

2.4.3 the Applicant must have at the location concerned, except as provided in Subparagraph 2.4.4.2(c) of this Paragraph, at least two full-time travel staff members qualified and competent to sell international air transportation and issue travel documents, in accordance with the standards laid down by the Agency Investigation Panel;

2.4.4 the place of business for which approval is sought shall be open for business on a regular basis, be clearly identified as a travel agency and freely accessible to the general public for the sale of international air transportation; provided that such place of business;

2.4.4.1 shall not be located at an airport. (The term 'airport' means the airport and supporting facilities, including all parking areas, under the direct jurisdiction of the Airport Authorities),

2.4.4.2 shall not be located on the premises of an organisation, plant or commercial firm and dedicated substantially to the travel requirements of that

organisation, plant or commercial firm, unless it meets the following additional requirements:

2.4.4.2(a) it is a branch of an existing Accredited Agent, and

2.4.4.2(b) it is clearly identified as a travel office conducting its activities separately from other activities in such premises, and

2.4.4.2(c) it is staffed exclusively by the Accredited Agent, having at least one person meeting the minimum qualifications of Subparagraph 2.4.3 of this Paragraph, and

2.4.4.2(d) where possible, it shall have a separate telephone number, and

2.4.4.2(e) it meets all other criteria of these Rules, including having its own separate security facilities for safe-keeping of paper Traffic Documents supplied by a Member, except that it need not be freely accessible to the general public,

2.4.4.3 shall not be located in office space jointly occupied with another travel agency, an Accredited Agent or an air carrier;

2.4.5 the Applicant must not have a name which is the same as, or is misleadingly similar to, that of an IATA Member or IATA. The place of business must not be identified as an office of a Member or a group of Members;

2.4.6 the Applicant, its managerial staff or its principal stockholders (or persons for whom they act as nominees), directors, officers or managers shall not have been found guilty of wilful violations of fiduciary obligations incurred in the course of business, nor be undischarged bankrupts; any Member holding such information shall immediately inform the Agency Administrator accordingly;

2.4.7 no person who is a director of or who holds a financial interest or a position of management in the Applicant shall have been a director of or had a financial interest or held a position of management in an Agent which has been removed from the Agency List or is under notice of default and still has outstanding debts to Members, or in such an Agent whose debts to Members were met solely or in part by recourse to a financial bond or guarantee; provided that the Applicant may nevertheless be approved if the Agency Investigation Panel is satisfied that such person did not participate in the acts or omissions that caused such removal or default or if it is satisfied that the applicant can be relied upon to comply with the terms of the Sales Agency Agreement, these Rules and other Resolutions of the Conference;

2.4.8(a) the Applicant must not be a General Sales Agent for a Member in the country (whether or not for the whole of that country) where the location for which approval is being sought is situated; provided that this shall not preclude consideration by the Agency Investigation Panel of such an applicant if the application contains evidence, to the satisfaction of the Agency Investigation Panel, that the applicant will have ceased to be such a General Sales Agent before the date of effectiveness of the decisions

taken by the Agency Investigation Panel at the meeting where the application is acted upon;

2.4.8(b) the Applicant must not act as a General Sales Agent for one or more non-IATA air carriers. Nevertheless an applicant or an Accredited Agent may be authorised to act as a GSA for one or more non-IATA air carriers if so agreed by unanimous vote of Members present and voting at a meeting of the Agency Investigation Panel, and, the decision having been promptly circulated to all Members by the Agency Administrator, no Member files written protest with the Agency Administrator within 15 days of details of such decision being circulated;

2.4.9 the applicant shall make adequate provision for the safe custody of paper Traffic Documents supplied by a Member and the security of premises in accordance with the standards prescribed from time to time by the Agency Investigation Panel, with the concurrence of the national carrier(s) concerned;

2.4.10 in respect to the issue of Traffic Documents after accreditation an Agent shall comply with the provisions of Resolution 822 to the extent that they affect an Agent's obligations or actions;

2.4.11 in any country/area where a BSP is in operation, the applicant shall have, at the place of business under application, the facility to issue on behalf of Members/ Airlines participating in the BSP, STDs through the use of an approved Electronic Ticketing System which meets the requirements set out in Resolution 854;

2.4.12 An Agent is required to safeguard paper STDs, supplied by a Member, in its possession by storing them in a lockable steel cabinet when not in use. An Agent that does not use paper STDs is recommended to take all necessary precautions to protect its business and business applications but is not required to maintain any lockable device.

2.4.13 where officially required the applicant must be in possession of a valid licence to trade;

2.4.14 all material statements made in the application shall be accurate and complete.

2.4.15 Failure to comply with Requirements or to Continue to meet Qualifications

In the event an Agent fails to comply with any of the requirements or qualifications listed in the Passenger Sales Agency Rules or with any of the terms of the Passenger Sales Agency Agreement the Agency Administrator shall take action to remove the Agent's Electronic Ticketing Authority. In situations where an Agent fails to meet the requirements of the reporting and remittance rules irregularity and/or default action will be taken as described in those rules.

2.4.16 in the event an Agent or applicant materially misrepresents its financial standing, providing that written evidence of such action is presented and can be verified, the Agency Administrator shall take action to remove the Agent from the Agency List and to take action to remove the Agent's Electronic Ticketing Authority.

2.5 DISCRETION IN CERTAIN CASES

the Agency Investigation Panel may, at its discretion, approve an application by a person in an area or community where there are no persons who could meet the requirements for an Accredited Agent, although such applicant would not otherwise be approved because of the provisions of Subparagraph 2.4.3 of this Section.

2.6 TOUR OPERATOR AS ACCREDITED AGENT

notwithstanding Subparagraph 2.4.4 of this Section, an applicant which demonstrates that its business is solely concerned with the organising of Inclusive Tours and which fulfils all other criteria but does not maintain a place of business which is freely accessible to the general public, may nevertheless be accredited, provided that it performs the issuance of Traffic Documents related to such inclusive tours only.

Section 3—Agency Investigation Panel

3.1 AGENCY INVESTIGATION PANEL

3.1.1 Constitution

where warranted in each country where this Resolution is applicable, the Agency Administrator shall set up an Agency Investigation Panel; provided that where he deems it warranted the Agency Administrator may, with the agreement of the national carriers concerned, set up an Agency Investigation Panel for a group of countries. Where there is no Agency Investigation Panel for a country or territory the duties and authority of an Agency Investigation Panel shall be exercised by the Agency Administrator;

3.1.1.1 any Member may participate in an Agency Investigation Panel by giving written notification from its Head Office to the Secretary of the Agency Investigation Panel, with copy to the Agency Administrator, of the name of an appropriately senior management representative who is a full-time employee of that Member and who will act as that Member's delegate. Such notification may also include a designation of an alternate;

3.1.1.2 the Chairman and Secretary shall normally be provided by the Member national carrier(s) unless otherwise decided by the Agency Investigation Panel.

3.1.1.3 On full implementation of BSP in a country the AIP shall have six months in which to disband and transfer accreditation activities to the IATA office. IATA will at the same time consult with the market on a move to a progressive set of Sales Agency Rules provided for under Resolution 818g.

3.2 PROCEDURES

3.2.1 the Agency Investigation Panel shall meet when convened by the Secretary in consultation with the Chairman, or at the request of the Agency Administrator or at the request of one-third participating Members;

3.2.2 notwithstanding the provisions of Subparagraph 3.2.1, the Agency Investigation Panel shall meet not less than four times a year to carry out the functions assigned to it;

3.2.3 a quorum is constituted by a simple majority of Members operating to the territory of the Agency Investigation Panel, which have notified the Agency Administrator pursuant to Subparagraph 3.1.1.1 of this Section;

3.2.4 any Member's delegate or alternate present at a meeting shall be entitled to cast the Member's vote. Decisions shall be taken by a vote of the Members present and there shall be neither abstentions nor secret voting nor voting by proxy. Member's names shall not be mentioned in the voting record;

3.2.5 the Secretary of the Agency investigation Panel shall be responsible for the production and distribution of minutes after each meeting. Each Member of the Agency

Investigation Panel and the Agency Administrator shall receive a copy of the Minutes.

3.3 OBSERVERS

by prior arrangement with the Chairman the following are permitted to attend the Agency Investigation Panel as observers:

3.3.1 legal, financial or security advisers and only for that part of the meeting in which their specialist advice is sought;

3.3.2 a representative from the Member's Head Office who is responsible for agency affairs may attend together with a member of the Agency Investigation Panel;

3.3.3 senior representatives of active Members who are all-cargo operators;

3.3.4 an accredited member of the Agency Investigation Panel may be accompanied on the occasion of his final attendance at an Agency Investigation Panel meeting by the person who is to assume his responsibilities;

3.3.5 an alternate who is not participating in the meeting;

3.3.6 the Agency Administrator or his representative;

3.3.7 the Billing and Settlement Plan Manager or Project Manager.

3.4 AUTHORITY

the Agency Investigation Panel is empowered to process the following matters and to make decisions thereon in accordance with the voting requirements, and the provisions of the appropriate Sections of these Rules, as specified below;

3.4.1 by a two-thirds majority vote:

3.4.1.1 applications for inclusion on the Agency List received from applicants, in accordance with Section 4, except as provided in Section 2, Subparagraph 2.4.8(b),

3.4.1.2 applications for approval of changes of ownership or legal status referred by the Agency Administrator following his countersignature of the Notice of Change form or his granting of provisional approvals, as the case may be, in accordance with Section 11,

3.4.1.3 applications for approval of changes of name or location, in accordance with Section 11;

3.4.2 by unanimous vote:

3.4.2.1 applications for inclusion on the Agency List as provided in Section 2, Subparagraph 2.4.8(b),

3.4.2.2 increases in the frequency of sales reports and remittances, in accordance with Section 2 of Resolution 832.

3.5 ELECTRONIC TICKETING

The following provisions shall apply in any country/area in which a BSP is in operation, where Electronic Ticketing has been implemented.

3.5.1 Granting and Termination of Electronic Ticketing Authority

3.5.1.1 a Member or Airline participating in the Billing and Settlement Plan may issue an ET Authority to a Head or Branch Office Location of the Agent.

3.5.1.2 any Member or Airline having issued an Electronic Ticketing Authority to an Agent, may cancel such authority in respect of the Agent, or any Location of the Agent by so notifying the Agent in writing or by updating the relevant information online through the BSPlink system;

△ **3.5.1.3** if the update is not performed electronically on BSPlink, the Member or Airline shall simultaneously advise the BSP of the removal of the Electronic Ticketing Authority and IATA shall instruct the System to inhibit Electronic Ticketing issuance on behalf of that Member or Airline.

3.5.2 Issuance of Electronic Tickets

the Agent shall comply with the instructions issued by the BSP and the Ticketing Carrier(s) in relation to the issuance and reporting of Electronic Tickets;

Section 4—Procedures for Accreditation of Agents

Upon request, the Secretary of the Agency Investigation Panel will supply each prospective applicant with an application form and a copy of the Travel Agent's Handbook (at a nominal charge) containing these Rules and other relevant information and guidance.

4.1 PROCESSING

4.1.1/4.1.1.1 upon receipt of an application, the Secretary of the Agency Investigation Panel shall promptly consider whether such application is complete. If any of the required information or fees have not been included with the application, the Secretary of the Agency Investigation Panel shall so inform the applicant;

4.1.1.2 if the Secretary of the Agency Investigation Panel finds the application is complete, he shall:

4.1.1.2(a) publish promptly to Members on the Agency Investigation Panel in a periodic listing that such application has been received,

4.1.1.2(b) immediately designate from the Agency Investigation Panel membership, two investigators to ascertain whether the applicant meets the requirements of Section 2 of these Rules,

4.1.1.2(c) obtain an evaluation of the applicant's financial statements;

4.1.1.3 after receipt of the completed investigation reports and of the financial evaluation, the Secretary of the Agency Investigation Panel shall include the application on the agenda of the next meeting of the Agency Investigation Panel;

4.1.1.4 if the Agency Investigation Panel finds that the applicant meets the requirements set out in Section 2 of these Rules, it shall be empowered to approve, on a two-thirds majority vote, the application subject to the following procedures:

4.1.1.4(a) following each meeting, the Secretary of the Agency Investigation Panel shall forward to the Agency Administrator, together with the minutes of the meeting, the names and complete application files of applicant approved by the Agency Investigation Panel on a two-thirds majority basis,

4.1.1.4(b) upon finding the application and file to be in accordance with these Rules, but not later than 15 days after receipt thereof, the Agency Administrator shall thereupon enter the name and location of the person on the Agency List and shall notify the Agent and Members. Thereafter the provisions of Section 5 of these Rules shall apply,

4.1.1.4(c) if the Agency Administrator determines that the application or file is not in accordance with these Rules, he shall return the application and file to the Agency Investigation Panel for reconsideration and resubmission after remedial action,

4.1.1.5 except in respect of an application for approval of a change of ownership from a 'transferee' as defined in Section 11, Subparagraph 11.3.1 of these Rules, the Agency Investigation Panel shall be empowered to reject an application on a two-thirds majority vote;

4.1.1.6 if the Agency Investigation Panel is unable to approve by two-thirds majority vote an application for approval of a change of ownership from a 'transferee' or to arrive at a two-thirds majority decision in respect of an application for inclusion in the Agency List, it shall forward the application and complete file to the Agency Administrator for decision;

4.1.2 when an application is rejected, the Agency Administrator shall notify the applicant in writing, giving full reasons.

4.2 RECONSIDERATION/REVIEW OF REJECTED APPLICANT

a rejected applicant, or 'transferee', or an Agent whose application for an additional location has been rejected, may within 30 days of the date of notification of such rejection, request reconsideration of the decision by the Agency Investigation Panel, or may invoke the procedures for review of the decision by the Travel Agency Commissioner.

4.3 THE AGENCY LIST

4.3.1 the Agency Administrator shall maintain, publish and circulate from time to time, an Agency List of all persons with whom the Director General has entered into a Sales Agency Agreement in accordance with Section 5 of these Rules, which will contain the following information:

4.3.1.1 name and postal address,

4.3.1.2 address of place of business,

4.3.1.3 type (Head Office, Branch, or Administrative Office),

4.3.1.4 date of approval,

4.3.1.5 IATA Numeric Code;

4.3.2 for the purpose of these Rules, a person's name shall be deemed to be included on the Agency List from the date when such Agreement is entered into until the date when it is terminated, and a Location shall be deemed to be included on the Agency List from the date when the Agreement applies to that place of business to the date when it ceases to so apply;

4.3.3(a) an Approved Agent which operates under a BSP and wishes to identify a specific sales activity performed at an Approved Location, may request the allocation of an additional IATA numeric code (hereinafter referred to as "numeric code") for such purpose, on the following conditions:

4.3.3(a)(i) the Agent shall apply in writing to the Agency Administrator, describing the specific sales activity

referred to in Subparagraph 4.3.3(a) above and requesting the allocation of an additional numeric code to identify such sales activity,

4.3.3(a)(ii) on receipt of such application, the Agency Administrator shall verify that the specific sales activity for which the additional numeric code is required is conducted solely at the Location concerned and in compliance with the minimum security provisions set forth in Section 6 of these rules,

4.3.3(a)(iii) if satisfied that the foregoing conditions are met, the Agency Administrator shall allocate the numeric code accordingly,

4.3.3(a)(iv) an entry fee and an annual agency fee shall be payable as though the numeric code applied to a separate Branch Office Location in accordance with Paragraph 4.4 of this Section;

4.3.3(b) the additional numeric code so allocated shall be entered on the Agency List but such entry shall not be considered as establishing a separate Branch Office Location.

4.4 AGENCY FEES

4.4.1 the following agency fees shall be payable:

4.4.1.1 non-refundable application fees in respect of each application to become an Accredited Agent or an Approved Location of an Accredited Agent, provided that the introduction of such fees by an Agency Investigation Panel for any country or area shall be subject to prior approval by the Conference,

4.4.1.2 entry fees on application for inclusion on the Agency List of the Agent's name and Head Office Location and for inclusion of each Branch Office Location, and all other locations included within the Agency Programme;

4.4.1.3 annual agency fees with respect to Head Office Locations, each Branch Office Location, and all other locations included within the Agency Programme;

4.4.1.4 application fees in respect of each application for approval of changes of name, ownership or Location,

4.4.1.5 no application for inclusion as an Agent on the Agency List shall be considered unless the Agency Investigation Panel has received the non-refundable application fee, where applicable, and the Agency Administrator has received the entry fee and that portion of the first annual agency fee which, based upon one twelfth of such fee for each full or part calendar month, would cover the fee due from the date of accreditation to the close of the year. If the application is rejected, the entry and annual fees shall be returned to the applicant,

4.4.1.6 the amounts of entry fees, application for approval of change of name or Location fees and annual agency fees shall be determined by the Conference in consultation with the Director General;

4.4.2 subject to Subparagraph 4.4.1.5 of this Paragraph, annual agency fees for each calendar year shall be paid

to the Agency Administrator at such place as he may designate not later than 1 December of the preceding year. Bills for such fees shall be sent out by the Agency Administrator not later than 1 November of each year. The Agency Administrator may, at his discretion, instruct Agents to settle such invoices through the Billing and Settlement Plan facilities. If any Agent fails to pay the annual fee by 1 December, the Agency Administrator may apply an additional late-payment fee to that Agent and shall promptly notify the Agent in writing that its Sales Agency Agreement will be terminated if such fee and such additional fee are not received by 31 December. In the event of failure to make payment by such date, the Director General shall terminate the Agent's Sales Agency Agreement and the Agency Administrator shall remove the Agent's name from the Agency List;

4.4.3 notwithstanding the foregoing or any other provisions of these Rules, the Agency Administrator, on receipt of the overdue annual agency fee from an Agent by 1 March following the 31 December due date shall reinstate the accreditation of such Agent provided he is satisfied that such late payment was caused by events beyond the Agent's control. Where payment is received after 1 March the Agency Administrator shall, provided he is satisfied that such late payment was caused by events beyond the Agent's control, refer the matter to the next meeting of the Agency Investigation Panel, which may at its discretion reinstate the accreditation of the Agent. In either case, the Agent's name shall be re-entered on the Agency List and a new Sales Agency Agreement executed with the Agent if necessary;

4.4.4 fees collected by the Agency Administrator on behalf of IATA will be expended by the Director General to administer the IATA Agency Programme in accordance with directives given by the Board of Governors of IATA.

Section 5—Appointments

5.1 EXECUTION OF SALES AGENCY AGREEMENT

the Director General, acting on behalf of such IATA Members as may appoint Agents as hereinafter provided, shall execute a Sales Agency Agreement with each person accredited as an Agent in accordance with these rules and shall, where applicable, execute with such person a Supplementary Agreement in the form prescribed by the applicable Resolution of the Conference. The Agency Administrator shall promptly notify all Members of the names of parties executing Sales Agency Agreements and the dates of such Agreements.

5.2 APPOINTMENT OF AGENTS BY MEMBERS

5.2.1 Manner of Appointment

5.2.1.1 a Member may appoint an Agent executing such Agreement as an Accredited Agent for such Member in the following manner and such Appointment shall, unless otherwise provided therein, cover all Approved Locations of the Agent:

5.2.1.1(a) either by depositing with the Agency Administrator a statement of General Concurrence for the appointment of all Accredited Agents. Such statement will normally be effective for all countries but exclusions on a geographical basis for one or more countries may be made. The Agency Administrator shall notify each Accredited Agent concerned of such appointment,

5.2.1.1(b) or by delivering to such Agent a Certificate of Appointment in the form prescribed by the Conference, a copy of which shall be simultaneously transmitted by the Member to the Agency Administrator;

5.2.2 Effective Date

5.2.2.1 such appointments shall be effective as follows:

5.2.2.1(a) as to those Members who have deposited General Concurrences, immediately upon full execution of the above Agreement as advised by the Agency Administrator,

5.2.2.1(b) as to any other Member, as of the date of the Certificate of Appointment which shall be dated by the Member not earlier than the date of transmission to the Agent; provided that in the case of a change of ownership approved under Section 11 of these Rules a Certificate of Appointment issued within 30 days of the date of the new Sales Agency Agreement shall be effective as of the date of such new Agreement;

5.2.3 Withdrawal of Appointment

5.2.3.1(a) any Member having appointed an Agent to act for it may cancel such appointment in respect of the Agent or any Approved Location of the Agent:

5.2.3.1(a)(i) in the case of appointment by general concurrence procedure, by so notifying the Agent in writing,

5.2.3.1(a)(ii) by delivering to the Agent a notice of termination cancelling the Certificate of Appointment;

5.2.3.1(b) in either case a copy shall be simultaneously sent to the Agency Administrator, who shall amend his records accordingly.

5.3 TRAFFIC DOCUMENTS

5.3.1/5.3.1.1 Delivery By Member

the provision of Traffic Documents to an Agent shall be at the option of the Member; provided that no Member shall deliver to an Agent stocks of its Traffic Documents (and/or authorise an Agent to issue its own Transportation Orders) at Head or Branch Office Location situated in the area of a Billing and Settlement Plan unless and until the Member has appointed the Agent as above; provided also that Carrier ticketing authority supplied to an Approved Location shall also authorise the Agent, unless otherwise advised by the Member to the Agent in writing, to issue Standard Traffic Documents on any additional numeric codes assigned under the provisions of Section 4, Sub-paragraph 4.3.3(a) of the Sales Agency Rules to identify specific sales activities;

5.3.1.2 Removal By Member

the removal by a Member of its Traffic Documents/ticketing authority from an Agent's custody is governed by the Passenger Sales Agency Agreement;

5.3.1.3 Removal By Agency Administrator In Special Circumstances

in the event a Member ceases all of its scheduled international air service operations for reason of financial failure, the Agency Administrator shall on instruction from the disabled Member or from the Director General cause that Member's Traffic Documents to be removed from the possession of any or all Approved Locations known to be holding them;

5.3.1.4 Standard Traffic Documents

ISS Management shall provide Agents in Billing and Settlement Plan countries/areas with ranges of Electronic Ticket numbers for use in the issue of Standard Traffic Documents.

5.4 ADDITIONAL RESPONSIBILITIES OF AGENT

5.4.1 an Agent is responsible for the safe custody and care of Traffic Documents whilst these are in its possession;

5.4.2 Traffic Documents shall be completed, validated and issued by the Agent only at an Approved Location. When issuing Standard Traffic Documents, the Agent shall use only such ticketing authority as deposited by the

Member or Airline with the issuing Location. Traffic Documents shall be stored at such Location, unless otherwise authorised under these Rules;

5.4.3 a Member or Airline or ISS Management acting on its behalf shall be entitled at any time to audit or procure an audit of Traffic Documents, or to ascertain that security standards are met;

5.4.4 an Agent shall not sell, validate or issue a Traffic Document of or in the name of a Member or Airline for transportation solely on any other air carrier, unless the Agent has been so authorised by the Member or Airline whose Traffic Document has been used;

5.4.5 an Agent shall not knowingly accept in any manner whatsoever unissued Traffic Documents assigned to and or held by another Agent, whether or not such documents have been validated. Should any Agent receive an offer of the nature described above, such offer shall be refused and shall be reported in detail to the Agency Administrator.

5.4.6 an Agent that does not make use of Standard Traffic Documents for a period in excess of six months shall have such BSP ticketing facility removed by the Agency Administrator. In the event, subsequent to the action above, an Agent has reason to request provision of STDs it shall be subject to a review of its financial standing.

5.5 CAPACITY AND INDEMNITY

Members or BSP Airlines appointing Agents undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions under these Rules and under other applicable Resolutions (other than under Resolution 832, Section 1). Members and BSP Airlines participating in a Billing and Settlement Plan undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to such Plan under Section 8 of these Rules and under Resolution 850 and its Attachments.

Section 6—Application of Minimum Security Standards for Premises and Systems

6.1 An Agent shall take all reasonable precautions to secure its business and prevent access to its premises or usage of its systems by unauthorised parties.

6.2 REPORT BY AGENT OF BREACHES OF SECURITY

- △ **6.2.1** in the event that the premises of an Accredited Agent suffer any form of unlawful entry irrespective of whether any material loss is incurred, the Agent shall immediately notify the local police authorities, and IATA;

6.3 VERIFICATION ACTION

- △ Upon receipt of advice from an Agent, IATA or a BSP Airline that an Agent has suffered loss as the consequence of robbery, theft, burglary, fraud or any other unlawful means, IATA shall immediately notify all BSP Airlines in the country with copy to the Agency Administrator.

6.4 FAILURE TO FULFIL CONTRACTUAL OBLIGATIONS RELATED TO THE ISSUANCE OF STANDARD TRAFFIC DOCUMENTS

6.4.1 any BSP Airline or the Agency Administrator in order to recover and prevent continuing loss of BSP Airlines' revenue as result of:

6.4.1(a) alteration of, or falsification of entries in STDs

6.4.1(b) may request to have the matter reviewed by the Travel Agency Commissioner. BSP Airlines shall direct such requests to the Agency Administrator;

6.4.2 if such review is requested the Agency Administrator shall undertake an investigation into the circumstances surrounding the request;

6.4.3/6.4.3.1 if the conclusion of the Agency Administrator is that the Agent had fulfilled its contractual obligations related to the issuance of STDs, he shall so inform the BSP Airline requesting the review and close the file,

6.4.3.2 if the conclusion of the Agency Administrator is that the Agent has not fulfilled its aforementioned obligations he shall within seven days send a written report to the Agent together with a notification that he intends to place the matter before the Travel Agency Commissioner and shall so notify the requesting BSP Airline and those BSP Airlines which the investigation revealed might be affected by the alleged failure. The Agency Administrator shall invite the Agent to submit a written answer together with such evidence as it wishes within 30 days from the date of notification,

6.4.3.3 upon timely receipt of the Agent's written answer and after consultation with such authorities as he deems appropriate, the Agency Administrator may either:

6.4.3.3(a) conclude that the matter warrants no further action in which case he shall notify the Agent and the party requesting the review accordingly and shall close the file and so notify concerned BSP Airlines, or

6.4.3.3(b) because the Agent does not contest its failure to fulfil its aforementioned obligations, the Agency Administrator may endeavour to settle the matter with the Agent without reference to the Travel Agency Commissioner by entering into an agreement with the Agent to appoint a sole arbitrator by mutual agreement and to stipulate a penalty to be imposed. In this event the said agreement together with all other relevant documents shall be submitted to the sole arbitrator who shall make an appropriate award. If the Agency Administrator is unable to reach such agreement with the Agent then he shall refer the matter to the Travel Agency Commissioner, or

6.4.3.3(c) when the Agent denies its failure to fulfil its contractual obligations related to issuance of STDs, or where after 30 days from the date of the notification the Agent has not submitted a written answer, the Agency Administrator shall refer the matter to the Travel Agency Commissioner.



Section 7—Reporting and Remitting Directly to Members in Non-BSP Countries

The provisions regarding sales reports, billings, remittances and collections and defaults for sales directly to Members in non-BSP countries are contained in Section 2 of Resolution 832.

Section 8—Reporting and Remitting Through the Billing and Settlement Plan

The provisions regarding sales reports, billings, remittances and collections and defaults under a Billing and Settlement Plan are contained in Section 1 of Resolution 832.

Section 9—Consequences of Default

The provisions regarding the consequences of default are contained in Section 3 of Resolution 832.

Section 10—Commission and Beneficial Services**10.1 RATE OF COMMISSION OR AMOUNT OF REMUNERATION**

commission and/or the amount of other remuneration for the sale of international air passenger transportation paid to Agents shall be as may be authorised from time to time by the Member; provided that the Agent complies with the applicable rules governing sales of the transportation. It is recommended that notification of changes to such commission or other remuneration will be given well in advance. No commission or other remuneration shall be paid on Miscellaneous Charges Orders or Transportation Orders unless the air transportation for which they have been issued is specifically described therein. Taxes on commission or other remuneration, collectable by the Member on behalf of the competent fiscal authorities, shall be deducted from any commission or other remuneration paid to or claimed by the Agent.

10.2 AUTHORITY TO PAY COMMISSION AND OTHER REMUNERATION

10.2.1/10.2.1.1 Agents duly appointed by the Member shall be paid commission or other remuneration for the sale of international air passenger transportation;

10.2.1.2 an Accredited Agent shall retain the full amount of the commission or other remuneration paid by the Member and shall not rebate or promise to rebate directly or indirectly in any manner whatsoever such commission or other remuneration or portion thereof to any passenger or client or disburse such commission or other remuneration or portion thereof to any other person;

10.2.2 Commission for Applicant

10.2.2.1(a) upon receipt of a complete application, the Secretary of the Agency Investigation Panel shall promptly publish to the Members on the Panel in a periodic listing that such application has been received. Notwithstanding Subparagraph 10.2.1 of this Paragraph, Members may, on receipt of this listing, pay commission or other remuneration to the applicant for the sale of international air passenger transportation sold by the Member, which such applicant has referred to the Member during the pendency of the application, provided that:

10.2.2.1(a)(i) any Member which does not wish to pay such commission or other remuneration shall so notify the applicant in writing,

10.2.2.1(a)(ii) the applicant has paid, directly to the Member, the monies due for sales of Traffic Documents issued by the Member, at the time of issue,

10.2.2.1(a)(iii) the applicant has not been removed from the Agency List during the year preceding the date of the application involved;

10.2.2.1(b) furthermore, nothing in this Subparagraph shall be deemed to authorise any person to perform any

act as Agent for a Member before such person is approved and appointed in accordance with these Rules.

10.3 INTERLINE SALES

the amount of fare on which commission shall be computed may include, and the level of any other remuneration may take into account, interline passenger transportation over the services of other Members with which the Agent's principal has an interline traffic agreement. A Member may also pay commission or other remuneration to an Agent for passenger transportation sold on the services of an air carrier that is not a Member when the Member has been so authorised by such air carrier.

10.4 CONDITIONS FOR PAYING COMMISSION

10.4.1 where commission is payable to an Agent it shall be calculated only on the amount of the fares applicable to the air passenger transportation or charter prices paid over to the Member, or to the Clearing Bank under a Billing and Settlement Plan, and collected by the Agent; provided that this shall not prevent commission being paid where the sale is made:

10.4.1.1 pursuant to the Universal Air Travel Plan or a credit plan recognised by the Member (provided the Agent has procured and forwarded to the Member the Universal Credit Card Charge Form or other documents required under the credit plan, validated by an imprint of the date of issuance and Agent's name), or pursuant to an instalment plan of a Member made available to the public by the Member concerned; or with respect to bona fide immigrants to South Africa, pursuant to a government assisted passage loan or contribution plan wherein the government lends or contributes part or all of the cost of transportation to the passenger; or

10.4.1.2 on a prepaid ticket advice when the Agent issues the ticket or arranges for the issuance of the ticket and the fare is paid by the purchaser directly to the Member, the Member's Passenger General Sales Agent or to an air carrier with which the Member has an interline Traffic Agreement (or such carrier's General Sales Agent);

10.4.2 the 'fares applicable' are the fares (including fare surcharges) for the transportation in accordance with the Member's tariffs and shall exclude any charges for excess baggage or excess valuation of baggage as well as all taxes and other charges collected by the Agent.

10.5 RECALL OF COMMISSION OR OTHER REMUNERATION

where a refund is made of all or any part of the fare or charge for any transportation, the Agent's commission or other remuneration shall be recomputed on the unrefunded fare or charge. If the commission or other remuneration has already been paid, the Agent shall pay back any amount in excess of the recomputed

commission or other remuneration. Where there is an involuntary change of routing involving a substitution of surface transportation for confirmed air transportation a recall of commission or other remuneration shall not be deemed due. In case of involuntary change of routing to other air services, nothing shall prevent the Member from passing on to the Agent the commission or other remuneration received from the new carrying carrier.

Section 11—Change of Ownership, Legal Status, Name or Location**11.1 NOTIFICATION OF CHANGES**

notification with respect to changes of ownership, legal status, name or location of the Agent shall be given to the Agency Administrator prior to the change, and processed in accordance with the provisions of this Section; provided that:

11.1.1 when an Agent with more than one Approved Location undergoes a change of ownership and/or status the application for approval of such change shall be submitted only in respect of the Head Office Location and shall apply to all Approved Locations if the Agent confirms on its own letterhead that except for such new ownership or status the information previously submitted in connection with the other Approved Locations remains unchanged;

11.1.2 when an Agent undergoes a change of ownership or status which also includes a change of name or location, all changes shall be notified by the Agent in a single notice of change and actioned by the Agency Administrator as one application.

11.2 PROCESSING OF CHANGES**11.2.1 Changes requiring a new Passenger Sales Agency Agreement**

the following changes of ownership shall require the execution of a new Sales Agency Agreement and shall be processed in accordance with Paragraph 11.3 of this Section:

11.2.1(a) in the case of a sole owner, partnership or other unincorporated firm:

- (i) the disposal of an interest in the Agent which has the effect of transferring control of the Agent to a Person in whom it was not previously vested,
- (ii) the admission of a new partner or the withdrawal of a partner,
- (iii) the incorporation of the Agent;

11.2.1(b) in the case of a “Corporation”

- (i) the disposal of the Agent's business and its acquisition by a Person who is not an Agent;
- (ii) the transformation of the Agent into a partnership or other unincorporated firm,
- (iii) any change which reduces the liability of any Person who was previously liable, directly or indirectly, for the debts of the corporation,
- (iv) any other change in the legal personality of the Agent such that after the change, pursuant to applicable national law the legal personality of the Agent is not that existing prior to the change of legal status;

11.2.2 Changes not requiring a new Passenger Sales Agency Agreement

the following changes of ownership in a corporation shall not require the execution of a new Sales Agency Agreement, and shall be processed in accordance with Paragraph 10.4 of this Section:

- (a) a reduction of capital,
- (b) the disposal or acquisition by any Person of stock representing 30% or more of the total issued share capital of the Agent,
- (c) Unless the transfer of stock has the effect of vesting the control of the Agent in a Person in whom it was not previously vested, whether by means of a single transaction or as the result of a series of transactions, over a period of not more than three years;
- (d) the disposal or acquisition by any Person of stock representing 29% or less of the total issued share capital of the Agent, a current financial review shall not be required.

11.2.3 the following other changes shall be processed in accordance with the appropriate Paragraph of this Section as indicated:

11.2.3.1 death of sole owner or of a member of a partnership or other unincorporated firm; Paragraph 11.9;

11.2.3.2 death of stockholder; Paragraph 11.10;

11.2.3.3 change of name; Paragraph 11.11;

11.2.3.4 move of Approved Location to a new Location; Paragraph 11.12;

11.2.3.5 sale of Location to another Accredited Agent; Paragraph 11.13;

11.2.3.6 sale of Branch Office Location to an outside party; Paragraph 11.15.

11.3 PROCEDURES FOR CHANGES REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT

when an Agent proposes to effect a change of ownership and/or status as described in Subparagraph 11.2.1 of this Section:

△ **11.3.1** the Agent (‘the transferor’) and the proposed new owner (‘the transferee’) shall jointly give the Agency Administrator notice of the proposed change in the form as provided in Attachment ‘A’ to these Rules at least 60 days before the change is to be effected. The notice of change of ownership may be accepted and acted upon by the Agency Administrator at less than 60 days notice but not after change is effected, where he is satisfied with the transferor's and transferee's joint written statement of explanation for failure to give due notice;

11.3.2 on receipt of a Notice of Change form and a duly completed application in time to enable the Agency Administrator to process the application, the Agency Administrator shall countersign the Notice of Change form unless the application reveals or the Agency Adminis-

trator has reason to believe that the application should be disapproved because it does not meet one or more of the criteria set out in Subparagraphs 2.4.1, 2.4.2, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.11 or 2.4.12. Nevertheless if prior to the processing by the Agency Investigation Panel of the application the applicant eliminates the grounds of disapproval to the satisfaction of the Agency Administrator, the Agency Administrator shall countersign the Notice of Change form with the transferee;

11.3.3 the transferee's Notice of Change form countersigned by the Agency Administrator shall take effect from the date when the change of ownership and/or legal status takes place. The transferor's Sales Agency Agreement shall terminate or cease to apply to the Location concerned as of the date when the change of ownership and/or legal status takes place, without prejudice to the fulfillment of all obligations accrued prior to the date of termination;

11.3.4 a Notice of Change form will have the same effect as a Sales Agency Agreement. The Agency Administrator shall notify all Members of the execution of a Notice of Change form and on receipt of such notice Members may do business with the transferee as if he were an Accredited Agent. A Notice of Change form will remain in effect until the Agency Investigation Panel has processed the application; provided that, if at any time between the effective date of the Notice of Change form and the processing by the Agency Investigation Panel, information becomes available to the Agency Administrator which causes him to believe that the transferee fails to meet one or more of the criteria referred to in Subparagraph 11.3.2 of this Paragraph, the Agency Administrator shall notify all Members accordingly;

11.3.5 if the Agency Administrator is unable to execute a provisional Sales Agency Agreement either because the applicant does not meet the criteria for approval or because insufficient notice of the proposed change has been given to enable the Agency Administrator to process the application, the Agency Administrator shall notify all Members accordingly. If subsequent to the above action but prior to the next meeting of the Agency Investigation Panel the transferee has removed the grounds that prevented execution of a Sales Agency Agreement the Agency Administrator acting under Subparagraph 11.3.2 of this Paragraph may execute such agreement pending final processing at the next appropriate meeting of the Agency Investigation Panel.

11.4 PROCEDURES FOR CHANGES NOT REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT

11.4.1 when an Agent proposes to effect a change of ownership as described in Subparagraph 11.2.2 of this Section:

11.4.1.1 the Agent shall give the Agency Administrator notice of the proposed change in the form of Attachment 'A' at least 60 days before such change is to be effected. As soon as possible the Agent shall also provide a copy of current financial statements including balance sheet and profit and loss account certified by a chartered,

certified public or certified general accountant. (Such certification requirement may be waived by the Agency Investigation Panel in the case of a reduction of capital.) In countries where the such chartered, certified public or certified general accountant has no legal standing, certification is not mandatory; provided a notice of change of ownership may be accepted and acted upon by the Agency Administrator at less than 60 days notice but not after the change is effected, where he is satisfied with the Agent's written statement of explanation for failure to give due notice. Upon receipt of such notice the Agency Administrator shall bill the Agent for an application fee as prescribed in Paragraph 4.5 of Section 4 of these Rules and initiate a review of the Agent by the Agency Investigation Panel in accordance with the provisions of Subparagraph 11.4.1.5(a) of this Paragraph;

11.4.1.2 on receipt of a notice of change in time to enable the Agency Administrator to process the application, the Agency Administrator shall give provisional approval of the change unless the notice reveals or the Agency Administrator has reason to believe that the Agent should not be retained because it does not meet one or more of the criteria set out in Subparagraphs 2.4.1, 2.4.6, 2.4.7, 2.4.11 or 2.4.12. Nevertheless if prior to the review by the Agency Investigation Panel the Agent eliminates the grounds of disapproval to the satisfaction of the Agency Administrator, the Agency Administrator shall give provisional approval of the change;

11.4.1.3 the provisional approval of the change shall take effect from the date when the change of ownership takes place and remain in effect until the Agency Investigation Panel conducts the review; provided that, if at any time between the effective date of the provisional approval and the review by the Agency Investigation Panel, information becomes available which causes the Agency Administrator to believe that the Agent no longer meets the criteria referred to in Subparagraph 11.4.1.2 of this Paragraph the Agency Administrator shall immediately place the Agent on a Cash Basis until either the Agent has removed the grounds therefor, or the Agency Investigation Panel has conducted the review. The Agency Administrator shall notify the Agent and all Members accordingly;

11.4.1.4 if the Agency Administrator is unable to grant a provisional approval either because the applicant does not meet the criteria for approval of the application or because insufficient notice of the proposed change has been given to enable the Agency Administrator to process the application, the Agency Administrator shall notify all Members accordingly. If subsequent to the above action but prior to the next meeting of the Agency Investigation Panel the Agent has removed the grounds that prevented granting of provisional approval, the Agency Administrator acting under Subparagraph 11.4.1.2 of this Paragraph may give such approval pending review of the Agent at the next appropriate meeting of the Agency Investigation Panel;

11.4.1.5(a) upon referral from the Agency Administrator, pursuant to Subparagraph 11.4.1.1 of this Paragraph of an application for approval of a change of ownership not requiring the execution of a new Agreement, the Agency

Investigation Panel shall determine whether the Agent or Approved Location shall be retained on the Agency List:

11.4.1.5(a)(i) if the Agency Investigation Panel determines by two-thirds majority vote that the Agent or Approved Location shall be retained, its Secretary shall immediately return the file to the Agency Administrator and notify him of the Agency Investigation Panel's decision:

11.4.1.5(a)(i)(aa) if the Agency Administrator finds the file to be complete and in accordance with these Rules, the provisions of Subparagraph 11.6.1 of this Section shall apply,

11.4.1.5(a)(i)(bb) if the Agency Administrator does not find the file to be complete and in accordance with these Rules, he shall refer the file to the Agency Investigation Panel for reconsideration and remedial action,

11.4.1.5(a)(ii) if the Agency Investigation Panel is unable to determine by two-thirds majority vote that the Agent or Approved Location shall be retained, it shall return the file to the Agency Administrator for a decision,

11.4.1.5(b) when an application is disapproved, the Agency Administrator shall notify the Agent in writing, giving full reasons.

11.5 EXPEDITED PROCEDURE

notwithstanding the provisions of Paragraph 11.4 of this Section, in case of a change of ownership as described in Subparagraphs 11.2.1.2(b) and 11.2.1.2(c) of this Section, the following expedited procedure may be followed:

11.5.1 on receipt of a notice of change of ownership the Agency Administrator shall, within 30 days of the date of receipt of such notice and application consult with the Secretary of the Agency Investigation Panel concerned. If the Agency Administrator determines that all of the criteria for approval set out in Subparagraphs 2.4.1, 2.4.6, 2.4.7 and 2.4.12 of Section 2 of these Rules are present, he shall approve the change;

11.5.2 if the Agency Administrator approves the change of ownership he will notify the Agent and all Members accordingly;

11.5.3 if a notice of change reveals or the Agency Administrator has reason to believe that the Agent should not be retained because he does not meet one or more of the criteria for approval set out in Subparagraphs 2.4.1, 2.4.6, 2.4.7 or 2.4.12 of Section 2 of these Rules, he shall notify the Agent and all Members accordingly and shall initiate a review of the Agent by the Agency Investigation Panel in accordance with the provisions of Subparagraph 11.4.1.5(a) of this Section. If prior to the Agency Investigation Panel's review the Agent has removed the grounds that prevented granting of the approval the Agency Administrator may give approval and notify the Agent and all Members accordingly;

11.5.4 if the Agency Administrator is unable to approve a change of ownership he shall request the Secretary of the Agency Investigation Panel concerned to place the matter

on the agenda of a meeting of the Agency Investigation Panel, which shall, as far as is practicable, be its next meeting after receipt of the notice of change. An Agent shall not be retained if it is found that any of the criteria for approval set out in Subparagraph 2.4.1 of Section 2 of these Rules are not met except as provided therein.

11.6 EFFECT OF APPROVAL

the Agency Administrator shall request the Secretary of the Agency Investigation Panel concerned to place all notification of changes (received prior to the actual date of the change of ownership and/or legal status) on the agenda of a meeting of the Agency Investigation Panel which shall, as far as practicable, be its next meeting after receipt of the notification. An application shall not be approved nor shall an Agent be retained if it is found that any of the criteria for approval set out in Subparagraph 2.4.1 of Section 2 of these Rules are not met except as provided therein:

11.6.1 in the case of a change processed under the provisions of Subparagraph 11.3.2 of this Section, if the application is approved, a Sales Agency Agreement with effect from the date of such approval will be signed by the transferee and by the Agency Administrator. The Agency Administrator shall notify the transferee and all Members accordingly and shall make any necessary amendment to the Agency List;

11.6.2 in the case of a change processed under the provisions of Subparagraph 11.4.1.2 of this Section, if the Agent is retained, the provisional approval of such change shall cease to be provisional and shall become a full approval with effect from the date of the decision to retain the Agent. The Agency Administrator shall notify the Agent and all Members accordingly.

11.7 EFFECT OF DISAPPROVAL

11.7.1(a) if the application is disapproved and the change of ownership has already taken place, the Agency Administrator shall notify the Agent (or transferor), the transferee and all Members accordingly, and shall simultaneously:

11.7.1(a)(i) in the case of changes described in Subparagraph 11.2.1 or in Paragraph 11.2.2 of this Section, by notice to the transferor confirm that its Sales Agency Agreement, or its application to the Location concerned, terminated at the date when the change of ownership took place, and by notice to the transferee the Notice of Change form will no longer have effect as a Sales Agency Agreement,

11.7.1(a)(ii) in the case of changes described in Subparagraph 11.2.1.2 of this Section, by notice to the Agent withdraw a provisional approval that has been given and terminate the Agent's Sales Agency Agreement, or its application to the Location concerned;

11.7.1(b) in all such notices the Agency Administrator shall give the reasons for his action. A disapproved transferee or Agent may within 30 days of the Agency Administrator's notice request reconsideration of the

decision by the Agency Investigation Panel or invoke the procedures for review of the decision by the Travel Agency Commissioner;

11.7.2 upon request for reconsideration by the Agency Investigation Panel or for review by the Travel Agency Commissioner, the disapproval action shall be stayed and the status quo ante restored pending the result of the reconsideration or of the review. If the Travel Agency Commissioner confirms the disapproval, the transferee or Agent may request review of such decision by arbitration pursuant to Section 13 of these Rules in which case the disapproval action shall continue to be stayed until notification of the arbitration award;

11.7.3 if the transferor or the Agent as the case may be notifies the Agency Administrator that the change of ownership has been revoked and the Agent restored in all respects to its previous ownership, the Agency Administrator shall reinstate the Agent's Sales Agency Agreement or its application to the Location concerned and, when applicable, reinstate credit facilities and notify the Agent and all Members accordingly;

11.7.4 if an application is disapproved and the change of ownership and/or legal status has not yet taken place, the Agent shall be removed from the Agency List if the change of ownership is proceeded with.

11.8 UNDERTAKING BY TRANSFEREE

11.8.1 every application for approval shall be accompanied by an undertaking by the transferee to accept joint and several liability with the transferor for any outstanding obligations of the transferor under its Sales Agency Agreement as of the date when the transfer of ownership takes place; and

11.8.2 in cases where the transferor is employed by or retains a financial or beneficial interest directly or indirectly in the agency after the change of ownership, the application shall be accompanied by an undertaking by the transferee to accept responsibility for any violation by the transferor of his Sales Agency Agreement which may have occurred within a period of two years immediately prior to the change of ownership as if such violation were a violation of the transferee's Sales Agency Agreement.

11.9 DEATH OF A SOLE OWNER OR OF MEMBER OF A PARTNERSHIP OR OTHER UNINCORPORATED FIRM

11.9.1 in the event of the death of the sole owner of an Accredited Agent, or of a member of a partnership or other unincorporated firm, the Agent shall promptly advise the Agency Administrator who shall place the Agent on a Cash Basis and notify the Agent and all Members. However, in order to preserve the goodwill of the Agent as far as possible, the Agency Administrator may, at the request of the person entitled to represent the decedent's estate (in the case of a sole ownership) or of the remaining member of the partnership or other unincorporated firm, enter into a temporary Sales Agency Agree-

ment with the requesting party, reinstate credit facilities and advise Members accordingly. The temporary Sales Agency Agreement shall be in the same form and have the same effect as a Sales Agency Agreement except that:

11.9.1.1 if the Agency Administrator at any time has reason to believe that the financial situation of the estate, partnership or other unincorporated firm is unsatisfactory, he shall give the Agent notice of termination of the temporary Sales Agency Agreement and notify all Members accordingly,

11.9.1.2 if prior to the date of termination of the temporary Sales Agency Agreement the estate or partnership or other unincorporated firm submits evidence of a satisfactory financial situation, the termination shall not take effect and the Agency Administrator shall notify the Agent and all Members that credit facilities may be reinstated,

11.9.1.3 if the termination of the temporary Sales Agency Agreement takes effect, the Agency Administrator shall remove the Agent from the Agency List and notify the Agent and all Members accordingly. Upon receipt of such notice, Members shall take the same action as required on removal of an Agent from the Agency List;

11.9.2 if the person entitled to represent the estate of the decedent proposes to transfer or to confirm the transfer of the decedent's interest in the Agent to an heir, legatee or other person, or notifies that the decedent's interest is withdrawn from the partnership or other unincorporated firm, such transfer or withdrawal shall be deemed a change of ownership for purposes of this Section. The signatory of the temporary Sales Agency Agreement and the transferee shall jointly give notice to the Agency Administrator as required under Subparagraph 11.3.1 of this Section and thereafter the provisions of Paragraphs 11.3, 11.6, 11.7 and 11.8 of this Section shall apply;

11.9.3 subject to earlier termination under the provisions of Subparagraph 11.9.1 or 11.9.2 of this Paragraph, a temporary Sales Agency Agreement with the representative of the estate of a deceased sole owner shall terminate if such representative ceases to carry on the Agent's business at the Location covered by the Agreement.

11.10 DEATH OF STOCKHOLDER

11.10.1 in the event of the death of a Stockholder holding 30% or more of the total issued Stock of a corporate body (or in whom control of the Agent is vested), the Agent shall promptly advise the Agency Administrator who shall notify all Members accordingly and request the Agent to submit current financial statements:

11.10.1.1 if the financial situation of the Agent is found to be satisfactory, the Agent may continue to do business with Members as an Accredited Agent,

11.10.1.2 if the financial situation of the Agent is found to be unsatisfactory, the Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement, provided that if the Agent demonstrates to the

Agency Administrator prior to the termination date that it meets the Local Financial Criteria the termination shall not take effect;

11.10.2 if the person entitled to represent the decedent's estate proposes to transfer or to confirm the transfer of the decedent's interest in the Agent to an heir, legatee or other person, such transfer shall be deemed a change of ownership for purposes of this Section. The Agent shall give notice to the Agency Administrator as required under Subparagraph 11.4.1.1 of this Section and the provisions of Paragraphs 11.4, 11.6 and 11.7 of this Section shall apply.

11.11 CHANGE OF NAME

11.11.1 if an Agent proposes to change its name it shall, before effecting the change, notify the Agency Administrator of the proposed new name, remit the appropriate application fee and request approval of the change. The Agency Administrator shall promptly direct the Secretary of the Agency Investigation Panel concerned to place the request on the agenda of the next meeting of the Panel. If the Agency Investigation Panel by two-thirds majority vote recommends approval of the change of name it shall so advise the Agency Administrator who shall approve the change, record the new name on the Agency List and in the Agent's Agreement and notify the Agent and all Members;

11.11.2 if the Agency Investigation Panel does not reach a two-thirds majority vote recommendation the Agency Administrator shall disapprove the request and give the Agent notice of termination of the Sales Agency Agreement, and notify all Members accordingly. Such termination shall not take effect if, prior to the date of termination, the Agent reverts to its approved name or the Agency Administrator is able to approve the application for change of name.

11.12 MOVE OF APPROVED LOCATION TO A NEW LOCATION

11.12.1 when an Accredited Agent moves from an Approved Location to another location not so approved, in the same country, such Agent shall:

11.12.1(a) as far in advance as possible and in any case before effecting the move, notify the Agency Administrator and remit the application fee as prescribed in Paragraph 4.4 of Section 4 of these Rules,

11.12.1(b) submit as soon as practicable two photographs of the interior and exterior of the new location,

11.12.2 the Agency Administrator shall promptly direct the Secretary of the Agency Investigation Panel to place the matter on the agenda of the next meeting of the Panel. The authority to act as an Accredited Agent shall continue to apply to the new location provided that the move from the Approved Location to the new location is effected on, but in no event more than five working days later than, the date the Approved Location is closed, until the Agency Investigation Panel has determined by two-thirds majority vote that the new premises satisfy the

criteria set out in Section 2 of these Rules. If the Agency Investigation Panel does so determine the Agency Administrator shall notify the Agent and all Members that the authority of the Agent to act as an Accredited Agent shall apply to the new location;

11.12.3 if the Agency Investigation Panel does not achieve such two-thirds majority determination, the authority of the Agent to act as an Accredited Agent shall not apply to the new location. The Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement or of removal from the Agency List and notify all Members accordingly. Such termination shall not take effect if prior to the date of termination, the Agency Administrator is able to approve the application for change of location.

11.12.4 Change of Head Office Location to another country

In the event a Head Office Location changes from one country to another without prior notification, the Agency Administrator shall take action to remove the Agent's Electronic Ticketing Authority pending review of its changed circumstances and evidence confirming its principal place of business for the Head Office and compliance with the Local Financial Criteria applicable to the country concerned. Such removal of the Agent's Electronic Ticketing Authority may lead to removal from the Agency List and termination of the current Passenger Sales Agency Agreement until such time as a new application for accreditation, complying with all Local Financial Criteria in the other country, is reviewed and approved and a new Passenger Sales Agency Agreement has been signed with the Head Office legal and business entity in the new country.

11.13 SALE OF LOCATION TO ANOTHER ACCREDITED AGENT

in the event that an Agent sells a Location to another Agent the latter shall give notice to the Agency Administrator as required under Subparagraph 11.4.1.1 of this Section and thereafter the provisions of Paragraphs 11.4, 11.6 and 11.7 of this Section shall apply.

11.14 SALE OF BRANCH OFFICE LOCATION TO AN OUTSIDE PARTY

in the event the Agent ('the transferor') sells a Branch Office Location to another person who is not an Agent ('the transferee') the provisions of Paragraphs 11.3, 11.5, 11.7 and 11.8 of this Section shall apply.

11.15 LATE NOTIFICATION OR ABSENCE OF NOTIFICATION OF CHANGE

11.15.1 if the notification and, when required, the completed application in respect of a change of ownership or status is not received by the Agency Administrator or is received after the change has taken place, the Agency Administrator shall remove the Agent from the Agency List and notify the transferor (in the case of changes

pursuant to Subparagraph 11.2.1 of this Section) or the Agent (in the case of changes pursuant to Subparagraph of 11.3 of this Section) that its Sales Agency Agreement is terminated as of the date of change. The Agency Administrator shall notify all Members accordingly and the provisions of Paragraph 14.4 of Section 14 of these Rules shall apply. The application from the transferee, if any, shall be processed in accordance with the provisions of Section 4 of these Rules;

11.15.2 failure to notify the Agency Administrator of a change of name within 30 days of it being made can result in a double irregularity being recorded and a review to ensure such Agent continues to meet the Accreditation criteria. The notice of double irregularity and the cost of undertaking the review, which shall be paid for by the Agent, will be confirmed in writing. If within 30 days the Agent does not revert to its Approved name or submit the required application for a change of name then the Agent shall be given notice of termination of the Sales Agency Agreement; provided that if prior to the date of termination the Agent reverts to its approved name or the Agent submits the requisite application for the change of name and the Agency Administrator is able to approve the application, the termination shall not take effect;

11.15.3 failure to notify the Agency Administrator of a change of location within 30 days of the change being made can result in a double irregularity being recorded and a review to ensure such Agent continues to meet the accreditation criteria. The notice of double irregularity and the cost of undertaking the review, which shall be paid for by the Agent, will be confirmed in writing. If the report is unfavourable the Agent shall be given notice of termination of the Sales Agency Agreement or of removal from the Agency List in the case of a Branch Office Location; provided that if prior to the date of termination or removal the Agency Administrator is able to approve the application for change of location, the termination or removal shall not take effect.

11.16 AGENTS WITH APPROVED LOCATIONS IN A BILLING AND SETTLEMENT PLAN AREA

if any change pursuant to this Section is to be effected by an Agent with an Approved Location in the area of a Billing and Settlement Plan the Agency Administrator when giving any notice to Members required under the foregoing provisions of this Section shall give a copy of such notice to ISS Management and to all Airlines.

Section 12—Reviews by the Travel Agency Commissioner

The matters under the purview of the Travel Agency Commissioner are set out in Resolution 820e as are the procedures for conducting reviews.

Section 13—Arbitration**13.1 RIGHT TO ARBITRATION**

13.1.1 Any party to a dispute settled in accordance with Resolution 820e shall have the right to submit the Travel Agency Commissioner's decision to *de novo* review by arbitration in accordance with this Section.

13.1.2 Where the Travel Agency Commissioner has granted interlocutory relief, such relief and any bank or other guarantee shall remain in effect pending the outcome of the arbitration. The arbitrators, however, will have the power to vary the terms of the bank or other guarantee as they deem appropriate including requesting additional guarantees from the Appellant.

13.2 AGREEMENT TO ARBITRATE

13.2.1 All disputes arising out of or in connection with a decision rendered by a Travel Agency Commissioner (a "Decision") shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules and judgment upon the award may be entered in any Court having jurisdiction thereof.

13.2.2 Unless otherwise agreed by the parties, the language of the arbitration shall be English, but at the request of a party, documents and testimony shall be translated into such party's native language.

13.2.3 The place of arbitration shall be in the country of the Approved Location concerned or the location under application, as the case may be, unless otherwise agreed by the parties. Notwithstanding the foregoing, in the event that the laws of such country are inconsistent with the effect of subparagraph 13.2.5 herein, then in the case of a Decision rendered with respect to Area 1, the place of arbitration shall be, at the election of the claimant, either Montreal, Quebec or Miami, Florida; in the case of a Decision rendered with respect to Area 2, the place of arbitration shall be Geneva, Switzerland; and in the case of a Decision rendered with respect to Area 3, the place of arbitration shall be, at the election of the claimant, either Singapore or Sydney, Australia.

13.2.4 The Award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which the award is based.

13.2.5 The arbitration award shall be final and conclusively binding on the parties and shall be complied with in accordance with its terms.

13.3 COMMENCEMENT OF THE PROCEEDING

13.3.1 Arbitration proceedings pursuant to this Section 13 shall be commenced no later than thirty (30) calendar days from the date of the Travel Agency Commissioner's award.

Section 14—Measures Affecting an IATA Agent's Standing**14.1 EFFECT OF REMOVAL**

when an Agent or an Approved Location is to be removed from the Agency List in accordance with any of the provisions of these Rules:

14.1.1 the Director General shall by notice in writing to the Agent terminate the Agent's Sales Agency Agreement or exclude the Location from the application of the Agreement;

14.1.2 the Agency Administrator shall notify all Members that the Agent, or the Location, has been removed from the Agency List;

14.1.3 a new application for approval of the Agent or the Location shall not be accepted within six months from the date of removal from the Agency List.

14.2 VOLUNTARY RELINQUISHMENT

14.2.1 an Accredited Agent may voluntarily relinquish its accreditation in respect of all or any of its Approved Locations at any time by notifying in advance the Agency Administrator or the Secretary of the Agency Investigation Panel in writing. If the latter is notified the Secretary shall advise the Agency Administrator who shall in turn notify all Members;

14.3 OTHER MEASURES AFFECTING OPERATION OF AGENT

14.3.1 when an Agent is declared bankrupt, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal procedure affecting its normal operation, the Agency Administrator shall, when allowed by the provisions of applicable law at the Agent's place of business, remove the Agent from the Agency List and notify all members of the action being taken;

14.3.2 notwithstanding the provisions contained in Paragraph 4 of Resolution 824, when evidence is produced that an Agent uses its IATA accreditation to engage in, and profit from, activities which, if associated with IATA, may prove detrimental to the good standing of IATA, the Agency Administrator may remove the Agent from the Agency List and notify all members of the action being taken. The Agency Administrator shall give notice to the Agent and such removal shall be without prejudice to fulfilment by the Agent and each of the Members having the Agent under appointment of all obligations accrued up to the date of removal from the Agency List.

14.4 EFFECT OF REMOVAL IN BILLING AND SETTLEMENT PLAN AREAS

The provisions of Paragraphs 14.1 or 14.2 of this Section, as the case may be, shall apply except that ISS Management shall withdraw all Standard Traffic Documents supplied by ISS Management to the Agent or the Approved Location concerned and in cases of removal or voluntary relinquishment ISS Management shall require an immediate accounting and settlement of all monies due under the Billing and Settlement Plan by the Agent or the Approved Location concerned.

14.5 LICENCE TO TRADE

In addition to actions affecting an Agent's IATA status which may be taken pursuant to these Rules, the application of the Sales Agency Agreement to any Location of an Agent and the capacity of such Agent to do business with Members may be affected by termination, suspension or other condition relating to the Agent's licence to trade (where this is officially required) imposed by the government authorities of the place where the Location is situated. In such case, the Agency Administrator shall promptly notify all Members, with copy to the Agent, of the effects of such government action.

14.6 USE OF IATA LOGO

14.6.1 An IATA Accredited Agent may use the logo on its letterhead and publicity materials exactly as illustrated in the Travel Agents Handbooks. No other forms of IATA logo are authorised for Agent use.

14.6.2 The use of the logo is permitted only in connection with activities of an IATA Accredited Agent's Approved Locations.

14.6.3 The IATA logo may not be used in any way to misrepresent an existing industry service such as the IATA Travel Agent Identity (ID) Card.

14.7 FORCE MAJEURE

The Agent shall not be liable for delay or failure to comply with the terms of the Passenger Sales Agency Agreement to the extent that such delay or failure (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the reasonable control of the Agent, and (ii) is not the result of the Agent's lack of reasonable diligence (an "excusable delay"). In the event an excusable delay continues for seven days or longer, the Agency Administrator shall have the right, at its option, to terminate this Agreement by giving the Agent whose performance has failed or been delayed by the excusable delay at least thirty days' prior written notice of such election to terminate

Section 15—Indemnities and Waiver

15.1 the Agent agrees to indemnify and hold harmless the Member, its officers and employees from all damage, expense or loss on account of the loss, robbery, theft, burglary, fraudulent issue or misuse of Traffic Documents supplied to the Agent pursuant to these Rules, which Traffic Documents have not been duly issued by the Agent; provided that the Agent shall be relieved of liability in respect of any damage, expense or loss incurred or suffered by the Member resulting from such event if the Agent can demonstrate that at the material time it met minimum security standards as prescribed in Section 6 of these Rules, and that such unlawful removal was immediately reported in accordance with the requirements of these Rules, or fraudulent issue or misuse of such Traffic Documents resulted solely from the action of persons other than the Agent, its officers or employees.

15.2 the Agent recognises that Members (whether acting individually or collectively), the Director General, the Agency Administrator and ISS Management are required to issue notices, give directions, and take other action pursuant to these Rules and other applicable Resolutions, including in the circumstances therein provided giving notices of irregularity and default, notices of alleged violations and notices of grounds for removing an Agent or any of its Locations from the Agency List. The Agent waives any and all claims and causes of action against any Member and IATA and any of their officers and employees for any loss, injury or damage (including damages for libel, slander or defamation of character) arising from any act done or omitted in good faith in connection with the performance of any of their duties or functions under these Rules and other applicable Resolutions, and indemnifies them against such claims by the Agent's officers, employees or any other person acting on the Agent's behalf.



△ **RESOLUTION 800**

Attachment 'A'

NOTICE OF CHANGE

IATA NUMERIC CODE:

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LEGAL NAME:
TRADE NAME:
AGENCY FULL ADDRESS:
TELEPHONE NO.:
TELEFAX NO.:
EMAIL:

Pursuant to the provisions of the Passenger Sales Agency Rules we hereby give notice of the following change(s) in the legal status or ownership or name or location of the above-named IATA Agent as a consequence of contractual arrangements or negotiations:

PREVIOUS STATUS				STATUS AFTER CHANGE			
1. SPECIFY TYPE OF ENTITY: (SOLE PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP, LIMITED LIABILITY COMPANY, OTHER)							
2. NAME(S) OF OWNER/PARTNERS/SHAREHOLDERS, ADDRESS, TELEPHONE, FAX, & EMAIL, TIME DEVOTED TO THE AGENCY BUSINESS AND % FINANCIAL INTEREST IN CASE OF CORPORATION, PARTNERSHIP OR OTHER:							
NAME OF OWNER/PARTNERS/SHAREHOLDERS	ADDRESS, TELEPHONE, FAX & EMAIL	%TIME DEVOTED TO AGENCY	%FINANCIAL INTEREST	NAME OF OWNER/PARTNERS/SHAREHOLDERS	ADDRESS, TELEPHONE, FAX & EMAIL	%TIME DEVOTED TO AGENCY	%FINANCIAL INTEREST
3. IF CORPORATION LIST,							
(a) ISSUED SHARED CAPITAL:							
(b) PAID-UP CAPITAL:							
(c) NAMES OF ALL OFFICERS AND DIRECTORS: (PLEASE UNDERLINE NAME OF LOCATION MANAGER)							
4. IF REGISTRATION AND/OR LICENSE IS REQUIRED BY LAW IN YOUR COUNTRY GIVE THE BELOW INFORMATION AFTER THE CHANGE/UNDER NEW OWNERSHIP.							
(a) THE TRADE REGISTRATION OR LICENSE NUMBER OF THE AGENCY:							
(b) THE DATE THIS WAS GRANTED							
5. IF YOUR TRAVEL AGENCY IS OWNED BY AN ORGANIZATION OTHER THAN THE HEAD OFFICE, ANSWER THE FOLLOWING WITH RESPECT TO THE PARENT ORGANIZATION:							
(a) WHAT IS ITS LEGALLY REGISTERED NAME AND ADDRESS?							
(b) WHAT IS THE PRINCIPAL BUSINESS OF THIS ORGANIZATION?							
6. WILL THE COMPANY OPERATE AS AN ON-LINE AGENCY UNDER NEW STATUS? IF SO, PLEASE SPECIFY URL ADDRESS:							
7. IS YOUR AGENCY IATA REGISTERED CARGO AGENT? IF SO, PLEASE STATE THE IATA CODE UNDER WHICH IT IS REGISTERED:							
IF THE NEW OWNER IS A NON-IATA ACCREDITED COMPANY, PLEASE:							
(a) SUBMIT IN ACCORDANCE WITH THE ATTACHED FORMAT, A STATEMENT OF YOUR CURRENT INTERNATIONAL AIR PASSENGER TRANSPORTATION SALES.							
(b) SPECIFY ESTIMATED GROSS AMOUNT OF INTERNATIONAL AIR TRANSPORTATION SALES OF IATA CARRIERS:							
<ul style="list-style-type: none"> • IN YOUR FIRST YEAR? • IN YOUR SECOND YEAR? 							



8.	WILL THIS CHANGE AFFECT ALL APPROVED LOCATIONS? IF NOT, PLEASE PROVIDE DETAILED EXPLANATION.	
9.	WILL THIS CHANGE AFFECT THE MANAGERS AND STAFF AT THE APPROVED LOCATIONS UNDER THIS CHANGE? IF SO, GIVE DETAILS.	
10.	HAVE ANY OF THE NEW OWNERS, OFFICERS (DIRECTORS), MANAGERS OR ANY INDIVIDUAL HAVING AUTHORISATION TO ACT OR SIGN BEHALF OF SUCH FIRM BEEN INVOLVED IN BANKRUPTCY OR FOUND GUILTY OF WILLFUL VIOLATIONS OF FIDUCIARY OBLIGATIONS IN THE COURSE OF BUSINESS OR DEFAULT PROCEEDINGS? IF SO, GIVE DETAILS.	
11.	WILL THE CHANGE OF OWNERSHIP CAUSE DIRECT OR INDIRECT RELATIONSHIP WITH AN ORGANISATION HOLDING GSA APPOINTMENT FROM A MEMBER? IF SO, PLEASE PROVIDE FURTHER DETAILS.	
12.	LEGAL NAME, TRADING NAME AND FULL ADDRESS OF THE AGENT AFTER THE CHANGE/UNDER NEW OWNERSHIP.	
	LEGAL NAME:	TEL:
	TRADING NAME:	E-MAIL:
	ADDRESS:	VAT/TAX NUMBER:
	MAILING ADDRESS IF DIFFERENT	WEBSITE:
13.	PLEASE INDICATE IF THE ANSWER TO (13) ABOVE REPRESENTS A CHANGE OF NAME OR LOCATION OR BOTH.	
14.	WILL SUCH CHANGE AFFECT ALL APPROVED LOCATIONS? IF NOT, PLEASE PROVIDE DETAILED EXPLANATION.	
15.	EFFECTIVE DATE OF CHANGE	

The Transferor has informed the Transferee of the need to comply with the provision of the Passenger Sales Agency Rules if the Transferee wishes to be entered on the IATA Agency List as an Accredited Agent. Approval may be granted only if the Transferee complies in all respects with the requirements of the Passenger Sales Agency Rules.

In accordance with one of the requirements of the Passenger Sales Agency Rules, the Transferee hereby undertakes that it accepts joint and several liability with the Transferor for any outstanding obligation of the Transferor under its Sales Agency Agreement as at the date the transfer of ownership takes place.

Where the Transferor is employed by, or retains a financial or beneficial interest, directly or indirectly, in the agency following the change of ownership, the undersigned Transferee knows and hereby agrees to accept responsibility for any violation by the Transferor of his Sales Agency Agreement which may have occurred within a period of two years immediately prior to the change of ownership as if such violation were a violation of the Transferee's Sales Agency Agreement.

Authorised Signature of Agent (Transferor)

Authorised Signature of Transferee

Print/Type Name

Print/Type Name

Title/Position

Title/Position

Signature of Witness & Date

Signature of Witness & Date

RECEIVED AND ACKNOWLEDGED: IATA Agency Administrator Dated:
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RESOLUTION 800a

APPLICATION FORM FOR ACCREDITATION AS AN IATA PASSENGER SALES AGENT

PAC1(52)800a(except USA) Expiry: Indefinite
PAC2(52)800a Type: B
PAC3(52)800a

RESOLVED that, the following standard form shall be used in connection with the Passenger Sales Agency Rules.

APPLICATION FORM FOR ACCREDITATION AS AN IATA PASSENGER SALES AGENT

The information requested below is required by IATA to assist in determining the eligibility of the applicant for inclusion on the IATA Agency List. Type or print clearly the answers to all questions on this form. Where additional space is required, or where you wish to supplement your answer and there is insufficient space, attach to this form additional sheets containing the data. Retain a copy of this application for your permanent records at the agency location.

Note: A separate form is required for each agency location for which approval is sought.

Section 1—Identification of Agency Location for which Approval Requested

1.1 Legal name:

1.2 Trade name, if different from 1.1 above:

1.3 Full address, mobile and telephone number of the office for which application for approval is made:

1.4 If registration and/or licence is required by law in your country, give:

1.4.1 the trade registration or licence number of the agency;

1.4.2 the date this was granted;

1.4.3 Attach a copy of the official certificate of registration and/or licence.

1.5 Date on which the office for which approval is sought opened as a travel agency.

Section 2—General Information

2.1 Is approval sought as:

2.1.1 a Head Office Location: Yes No

2.1.2 a Branch Office Location of an IATA Accredited Agent:

Yes No

If Yes:

2.1.2.1 give name, address, telephone number, e-mail address and IATA Numeric Code of IATA Approved Head Office

2.1.2.2 Is the Branch Office:

wholly owned by this Head Office: Yes No

wholly managed by this Head Office: Yes No

2.1.2.3 Is this application for an On-line Agency?

(issuing only Electronic Tickets) Yes No

2.2 Specify legal status:

sole proprietorship

partnership

limited liability company

other (describe)

2.3 If your travel agency is owned by an organisation other than the Head Office mentioned above, answer the following with respect to the parent organisation:

2.3.1 What is its legally registered name and address?

2.3.2 What is the principal business of this organisation?

Section 3—Financial Information of Business Entity

Specify as applicable:

3.1 Registered capital:

3.2 Paid-up capital:

3.3 Minimum paid-up capital required by the law of your country:

3.4 VAT number:

3.5 Attach a copy of your current financial statements including balance sheet and profit and loss account certified by a chartered, certified public or certified general accountant.

3.6 E-mail address(es) of the financial assessment contact(s)—up to three email addresses can be provided:

Section 4—Business Entity of Agency

4.1 If **SOLE OWNER**:

Name:

Address, Telephone Number, Fax Number and E-mail Address:

% of time devoted to the agency business:

4.2 If **PARTNERSHIP**:

Name(s) and Title(s) of Partner(s):

Address(es), Telephone Number(s), Fax Number(s) and E-mail Address(es):

% of time devoted to the agency business:

Financial Interest %:

4.3 If **CORPORATION**:

4.3.1 When and where incorporated:

4.3.2 Names of Shareholders¹

Addresses, Telephone Numbers, Fax Numbers and E-mail Addresses:

% of time devoted to the agency business:

Financial Interest % (i.e. shareholding):

4.3.3 Name(s) and Titles of Directors and Officers:

4.4 If **NONE OF ABOVE APPLIES**, fully describe the type of business entity, when and where organised and the names and titles of persons holding a financial or managerial interest in the business, the nature and extent of their interest, their address, telephone numbers, fax numbers and e-mail addresses and percentages of their time devoted to the agency business.

Section 5—Details of Owners and Managers of Agency

5.1 Attach a list setting forth the names of owners and managerial personnel giving details as follows:

5.1.1 Name

5.1.2 Position or title:

5.1.3 Date joined agency location for which approval is sought:

5.1.4 Name of previous employer(s) and address(es). If previous employer(s) were travel agents, indicate if IATA accredited or not:

5.1.5 Date(s) of previous employment (month/year):

¹ Except where your organisation is a legal entity whose shares are listed on a securities exchange or are regularly traded in an 'over-the-counter' market.

5.1.6 Position(s) held during previous employment:

5.2 If any of the questions below are answered in the affirmative, give the name(s) of the agency or agencies and location(s) involved, the relationship of the individual(s) with the agency or agencies, the date of the bankruptcy or default and all pertinent details:

5.2.1 Have you, or any partner, officer, director, manager or any individual having authorization to act and sign on behalf of any such firm, partnership, association or corporation at any time been a director or had a financial interest or a position of management in an IATA Agent which has been removed from the IATA Agency List or which is under notice of default and still has outstanding commercial debts?

Yes No

Section 6—Premises of Agency Location for which Approval Requested

6.1 Are the premises located at an airport:

Yes No

6.2 Describe the means by which the premises are identified as a travel agency:

6.3 If an Online Agent specify URL address.

Section 7—Security of Traffic Documents

Applicants will be required to provide evidence at the time of inspection that they meet the requisites for Traffic Document security, as advised by the Agency Administrator or the Secretary of the Agency Investigation Panel.

Section 8—Other Information

8.1 Is the agency a General Sales Agent for any IATA or non-IATA airline?

Yes No

If yes, specify:

8.1.1 Name(s) of airline(s):

8.1.2 Scope of operation:

8.1.3 GSA territory:

8.2 Provide the names of individuals authorised to sign, on behalf of the applicant, documents which relate to the day-to-day operation of the travel agency:

8.3 Submit in accordance with the attached format, a statement of your current international air passenger transportation sales.



8.4 If approved as an IATA Agent, what do you estimate will be the gross amount of international air transportation sales of IATA carriers at the location for which approval is requested:

8.4.1 in your first year?

8.4.2 in your second year?

8.5 Is your agency an IATA Registered Cargo Agent?

Yes No

If so, name under which it is registered:

IATA Numeric Code:

8.6 Attach a sample of your agency's letterhead.

8.7 Please indicate the GDS with which you have signed a contract:

8.8 Please indicate the banking details (IBAN, SWIFT and Bank Account) for which approval is requested:

8.9 Full name and e-mail address of the ISS Portal Administrator:

I hereby certify that the foregoing statements (including statements made in any attachment hereto) are true and correct to the best of my knowledge and belief, and that I am authorised by the organisation identified in the answer to 1.1 above to make these statements and file this document.

It is hereby agreed that this application shall become a part of every Sales Agency Agreement signed with Members of IATA for the sale of international air passenger transportation, and as such, all information contained herein will be treated as confidential (excluding the information contained in Section 1). Notwithstanding the foregoing, the applicant authorizes IATA to use and process the information contained in Sections 2.1.2.2, 2.2, 4, 5.1.1 and 5.1.2, in order to produce and distribute databases among the airline industry participants.

The applicant hereby expressly waives any and all claims, causes of action or rights to recovery and agrees to indemnify and hold harmless IATA or any of its Members, their officers, employees, agents or servants, for any loss, injury or damage based upon libel, slander or defamation of character by reason of any action taken in good faith pursuant to this application, including but not limited to a notice of disapproval.

The Applicant understands and agrees that if the application for accreditation as an IATA Agent is disapproved, he will not claim any commission, remuneration or compensation for the sale of air transportation over the services of any IATA Member during the period the application was under consideration.

The applicant understands and agrees to pay the application, entry and annual fees, in the amounts determined by the Conference in consultation with the Director General, and as advised by the Agency Administrator, for inclusion and retention on the Agency List. If the application is rejected, the entry and initial annual agency fees shall be returned to the applicant.

.....
(Signature)

.....
(Name of Applicant)

.....
(Title)

.....
(Country)

.....
(Date)

GOVERNMENT RESERVATIONS

UNITED STATES

In Order 73-8-115 dated 23 August 1973, the Civil Aeronautics Board approved Resolution 810q (except USA) (now 800a) subject to the condition that such approval shall not extend to agencies located in the United States.

RESOLUTION 800f**AGENTS' FINANCIAL EVALUATION CRITERIA**

PAC1(52)800f(except USA) Expiry: Indefinite
PAC2(52)800f Type: B
PAC3(52)800f

WHEREAS Resolution 800 provides that Agency Investigation Panels are authorised to establish certain standards, application of such standards are subject to their prior endorsement by the Agency Administrator and published in the Travel Agent's Handbook;

WHEREAS Resolution 818g provides that applicants and Agents shall undergo an evaluation of their financial standing to become and maintain status as an Accredited Agent in accordance with established Local Financial Criteria;

WHEREAS a market may have not developed its own Local Financial Criteria;

WHEREAS a review of Local Financial Criteria in a particular market may raise financial concerns;

RESOLVED that the AGENTS' FINANCIAL EVALUATION CRITERIA shown at Appendix 'A' shall be taken into account as a best practice for the establishment and/or review of the Local Financial Criteria in markets where existing Local Financial Criteria raise substantiated concerns, including by AIPs and APJCs, subject to any local conditions that may apply.

GENERAL RULE

1. Each AIP and APJC must evaluate its Local Financial Criteria at least once per annum taking into consideration the best practice financial criteria contained in Appendix 'A', subject to any local conditions that may apply.
2. In the event of any conflict, contradiction or inconsistency between (a) the provisions of this resolution or the provisions of any Local Criteria as the case may be and (b) any provisions contained within the applicable Passenger Sales Agency Rules for a market, the provisions of the Passenger Sales Agency Rules shall prevail.
3. The definitions of terms and expressions used in this Resolution 800f adopt the definitions in Resolution 866. The use of words and expressions in the singular will, where the context so permits, be taken to include their use in the plural and vice versa. Paragraph headings are for ease of reference only and do not form part of this Resolution 800f.

RESOLUTION 800f**Appendix 'A'****AGENTS' FINANCIAL EVALUATION CRITERIA****1. CRITERIA FOR EVALUATION OF AGENTS' ACCOUNTS**

1.1 All financial information used in the financial criteria will be extracted from the Agent's Audited Accounts.

1.2 The following financial tests apply to the evaluation of an Agent's Audited Accounts:

1.2.1 There must be positive Net Equity.

1.2.2 Net Equity divided by long-term debt and other long-term liabilities must be greater than 0.5.

1.2.3 EBITDA (Earnings Before Interest, Taxation, Depreciation, Amortisation and extraordinary items) must be positive save in exceptional circumstances.

1.2.4 The EBITDA must exceed the Interest Expense by a factor of a minimum of two *and ideally three*.

1.2.5 Adjusted Current Assets must exceed Current Liabilities.

1.2.6 The Audited Accounts must not have a qualified audit opinion or local regulatory equivalent.

2. ANNUAL FINANCIAL REVIEWS**Agents accredited for two years or less**

2.1 All applicants must provide Audited Accounts not more than 6 months old at the time of submission to become an Agent for the purposes of evaluation against the financial tests in Section 1 of this Resolution 800f. If an applicant has been in business for less than 12 months at the time of application, an opening balance sheet must be provided instead.

2.2 All Agents must provide Audited Accounts no later than 4 months after each financial year end, or as required by legislation, during the first two years of accreditation for the purposes of evaluation against the financial tests in Section 1 of this Resolution 800f.

2.3 All Agents must provide a Financial Security during the first two years as an Agent in accordance with Section 4 of this Resolution 800f.

Agents accredited for more than two years

2.4 All Agents must provide Audited Accounts no later than 4 months after each financial year end, or as required by legislation, of that Agent for the purposes of evaluation against the financial tests in Section 1 of this Resolution 800f.

2.5 If an Agent passes all the financial tests and satisfies all the points below, the Agent will not be required to provide IATA with a Financial Security:

2.5.1 The Agent has not had any of the following in the last 12 months:

- (i) a default (including defaults resulting from an accumulation of irregularities) and removal from the Agency List.
- (ii) a change of ownership subject to the conditions in Section 5.

2.5.2 The Agent also passed all of the financial tests under Section 1 of this Resolution 800f based on the Audited Accounts provided for the previous two years.

2.6 If an Agent fails to pass any of the financial tests, the Agent must provide a Financial Security in accordance with Section 4 of this Resolution 800f.

3. INTERIM FINANCIAL REVIEWS

3.1 For any Financial Review conducted for cause at a time other than in respect of an Agent's financial year end, IATA may conduct a Financial Review in accordance with Section 2 of this Resolution 800f, as applicable to that Agent by reviewing the internal monthly management accounts of the Agent showing the results for each month since the last accounting date, the cumulative results to date and the latest balance sheet.

4. FINANCIAL SECURITY

4.1 An Agent will not be accredited or will not continue to be accredited until any Financial Security required to be provided to IATA has been received by IATA and confirmed to IATA by way of written confirmation received directly from the third party supporting the Financial Security that the Financial Security was issued by that third party and is valid.

4.2 Financial Securities will be subject to a minimum notice of termination period on the part of the Financial Security Provider of ninety (90) days and ideally be valid for an unlimited period but will be expected to be valid for a minimum of at least one year.

4.2.1 If an Agent is granted an additional IATA numeric code(s) then any Financial Security already provided by the Agent will be re-calculated based on the gross BSP sales 60 days after the date that the additional IATA numeric code(s) is granted based on the Amount at Risk applicable to that Agent.

4.3 For the purposes of calculating the amount of a Financial Security the following definitions apply:

4.3.1 "Days' Sales at Risk" means the number of days from the beginning of the Agent's Reporting Period to the Remittance Date in respect of that Reporting Period or Periods, plus a margin of up to five days.

4.3.2 "Amount at Risk" is calculated by dividing the Days' Sales at Risk by 90 days, and applying that percentage to the BSP cash turnover, or cash turnover as applicable, amount the Agent made in the three month period referred to in Section 4.5 or 4.7 of this Resolution 800f, as applicable:

$$\text{"Amount at Risk"} = \frac{\text{"Days' Sales At Risk"} \times \text{BSP cash turnover in applicable 3 month period}}{90}$$

90

Agents accredited for two years or less

4.4 All Agents must provide a Financial Security with a minimum amount of USD 50,000 to be accredited.

4.5 After the first three months of accreditation and after the first 12 months of accreditation, the amount of the Financial Security required must cover at a minimum the higher of:

4.5.1 the Amount at Risk calculated as per Section 4.3 using the cash turnover amount equal to the average net monthly cash sales of the Agent during the previous three month period; or

4.5.2 USD 50,000.

If the existing Financial Security is insufficient to cover the Amount at Risk, the amount of the Financial Security required will be increased to cover the Amount at Risk.

4.6 Except for the amount of the initial Financial Security, all calculations of the amount of Financial Security required under this Resolution 800f or the Passenger Sales Agency Rules for Agents accredited for two years or less will be reviewed and calculated under Section 4.5 of this Resolution 800f.

Agents accredited for more than two years

4.7 The amount of the Financial Security required must cover at a minimum the Amount at Risk calculated as per Section 4.3 using the BSP cash turnover, or cash turnover as applicable, amount equal to the average of the 3 months highest net cash sales in the previous 12 months. If the existing Financial Security is insufficient to cover the Amount at Risk, the amount of the Financial Security required will be increased to cover the Amount at Risk.

4.8 All calculations of the amount of Financial Security required under this Resolution 800f or the Passenger Sales Agency Rules for Agents accredited for more than two years will be calculated under Section 4.7 of this Resolution 800f.

5. CHANGES IN OWNERSHIP

5.1 This section applies to all changes in ownership or control or any other Review resulting from a change of ownership or control of the Agent in accordance with the Passenger Sales Agency Rules.

5.2 The Agent must provide Audited Accounts, no later than 90 days after the change of ownership or control is effected. The Accounts must cover a period of 12 months including, at a minimum, the first month after the change of ownership or control takes effect and IATA will use these Accounts to conduct the Financial Review applicable to the Agent under this Resolution 800f.

5.3 For Agents that have a change in ownership or control that necessitates a new Passenger Sales Agency Agreement, consideration will be given by the local APJC as to whether a Financial Security is required.

6. CHANGES IN FINANCIAL YEAR END

6.1 All Agents must notify IATA immediately of a change in its financial year-end.

6.2 The Agent must provide both:

6.2.1 Audited Accounts within 60 days after the change is made and IATA will conduct the Financial Review applicable to the Agent under this Resolution 800f.

6.2.2 Audited Accounts for the financial year end that would have applied to the Agent before the Agent changed its financial year end. These must be provided to IATA within 60 days of the former financial year end.

7. SIGNIFICANT CHANGE IN NET BSP CASH SALES

7.1 A significant change means any change in the business of the Agent which results in a change in net BSP cash sales of more than 20% as compared to the previous 12 months. A change can be an increase or a decrease in net BSP cash sales.

7.2 An Agent must notify IATA of any significant change as soon as the Agent becomes aware of it.

7.3 An interim Financial Review may also be initiated by IATA where IATA becomes aware of a significant change in net BSP cash sales in accordance with Section 3.

DEFINITIONS OF TERMS USED IN THESE GUIDELINES

Adjusted Current Assets—are defined as Current Assets as in the Balance Sheet of the Accounts after deducting:

- Stocks and work in progress,
- Deposits given to third parties other than IATA,
- Loans to Directors, Associate Companies, (including any subsidiary, associate or company under common ownership),
- Doubtful debtors,
- Blocked funds, except for funds held in favour of IATA.

These generic descriptions may be modified to terms specifically defined under the applicable local Generally Accepted Accounting Principles (GAAP) and disclosed in the financial statements.

Audited Accounts means the Agent's financial and accounting records and procedures that have been reviewed and certified by an auditor recognized as competent by the regulatory authority in that country to perform an audit that are provided to IATA and which includes the auditor's opinion of those accounts. *Certified accounts will be applicable in those countries where APJCs accept certified accounts according to local law.* In all instances the established accounting rules in a country will apply.

Current Liabilities—are defined as Current Liabilities as in the Balance Sheet of the Accounts.

EBITDA—Earnings Before Interest, Taxation, Depreciation and Amortisation.

Financial Irregularity means an irregularity applied as a result of any failure to adhere to the reporting and remittance procedures described in Resolution 818g Attachment “A” including but not limited to those irregularities described in Resolution 818g Attachment “A”.

Financial Review means a review of an Agent's financial position or the calculation of the amount of Financial Security required in accordance with this Resolution 800f, or both.

Interest Expense means an income statement account which is used to report the amount of interest incurred on debt during a period of time.

Irregularity means any irregularity applied under the Passenger Sales Agency Rules for non-compliance with those Rules including but not limited to Financial Irregularities.

Net Equity or Shareholders'/Owners' Funds—consists of:

- Share capital
- Share premium
- Retained earnings
- Other distributable reserves
- Shareholder's loans if subordinated less declared dividends.

Long Term Debt—All debt liabilities where repayment is due more than twelve months after the end of the financial period.

Long Term Liabilities—all liabilities where repayment is due more than twelve months after the end of the financial period.

Review means any assessment or evaluation of an Agent's continuing compliance with the Passenger Sales Agency Rules.

RESOLUTION 800z

ELECTRONIC TICKETING

PAC1(46)800z(except USA) Expiry: Indefinite
PAC2(46)800z Type: B
PAC3(46)800z

WHEREAS the Passenger Agency Conference wishes the IATA Passenger Agency Programme to respond effectively and efficiently to the rapid developments in Electronic Ticketing and to provide for such forms of ticketing to be handled within the framework of that programme, now it is

RESOLVED that, the following provisions are adopted

DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in Resolution 866.

1. Electronic Tickets as defined above and provided for in this Resolution shall carry a form code in accordance with the RP1720a. Appropriate measures must be taken to ensure clear identification of the ticket as an electronic transaction throughout all processing operations concerning such ticket.
 2. Ranges of serial numbers shall be allocated to BSPs and from BSPs to Agents in accordance with established BSP procedures.
 3. Electronic Tickets shall be reported and remitted in accordance with BSP standard procedures.
 4. An Electronic Ticket is deemed to have been issued at the time that a serial number is assigned to the reservations record. The date of issuance must be recorded for all transactions.
 5. Standard Traffic Documents, as defined in the Passenger Sales Agency Rules, shall be understood to include Electronic Tickets.
 6. Where reference is made in the Passenger Sales Agency Agreement and the Passenger Sales Agency Rules to issuance of a Traffic Document, such reference shall be understood to include issuance of an Electronic Ticket.
 7. At the time of issuing an Electronic Ticket Agents must provide the passenger with all applicable legal notices and a receipt must be generated and furnished to the passenger by the Agent. When an Agent provides the legal notices these must be in accordance with the guidelines furnished in the BSP Manual for Agents.
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RESOLUTION 814i

AGENCY PROGRAMME JOINT COUNCIL—ISRAEL

PAC2(50)814i(Israel Only)

Expiry: Indefinite
Type: B

WHEREAS the Passenger Agency Conference (“the Conference”), in consultation with the travel agency community, wishes to establish a Council which will consider matters and make recommendations as set forth in paragraph 1.1.2 below, it is

RESOLVED that, the following provisions are adopted for Israel for implementation at the first opportunity.

1. ORGANISATION

The following body shall be established and shall continue to operate after implementation:

1.1 Agency Programme Joint Council (“the Council”)

each Member, operating schedule services to/from Israel, whether or not participating in the Billing and Settlement Plan of Israel and each Airline operating scheduled services to/from Israel which participates in such Plan may, by written notification to the Agency Administrator, nominate a person of senior management standing (the nominee) to serve as its representative on the Agency Programme Joint Council for Israel;

1.1.1 Composition

The Council shall consist of:

1.1.1.1 nominees of the members as outlined in 1.1 above, who shall constitute half of the Council's membership,

1.1.1.2 representatives, who are Accredited Agents, designated by an association recognized as a national agents' association or, by a combination of such recognized associations, and who shall constitute half of the Council's membership,

1.1.1.3 the local IATA representative of the Agency Administrator shall be an ex officio member (without voting rights) and shall act as secretary to the Council,

1.1.1.4 there shall be a maximum of 18 members of the Council with equal representation between Airlines and Agents. The Airline representation shall consist of the largest local operating carrier, presiding as Chairman, and up to 8 other Airline representatives;

1.1.2 APJC Authority and Terms of Reference

1.1.2.1 the Council may consider all aspects of the Agency Programme in Israel and make recommendations thereon in the form of agenda proposals to the Passenger Agency Conference which shall inform the Council of

action taken, with reasons therefore. Conversely, the Agency Administrator shall refer to the Council for comments and recommendations all proposals submitted to the Passenger Agency Conference which fall within the Council's area of interest;

1.1.2.2 the Council when it deems appropriate shall create a Financial Advisory Group to review and make recommendations to it on the Local Financial Criteria, which body shall function as per sub-paragraph 1.1.3 below.

1.1.3 Financial Advisory Group

1.1.3.1 the Council may establish a Financial Advisory Group to assist in the development of Local Financial Criteria. The Financial Advisory Group (FAG) will be under the direct control of the Council and shall:

- (i) be composed in equal numbers of qualified staff of both airline and agent members,
- (ii) consist at a minimum of two airline and two agent representatives as nominated by the APJC.

1.1.3.2 FAG may seek the assistance of legal expertise and/or external financial expertise to advise on local accounting standards.

1.1.3.3 the FAG will review any existing Local Financial Criteria against changing economic conditions in the market and make recommendations for change to the Council.

1.1.3.4 Recommendations of the FAG will be subject to ratification of the Council as per sub-paragraph 1.1.4.

1.1.4 Procedures

a simple majority of the Council shall constitute a quorum and recommendations or decisions shall be adopted when a majority of the air carriers and a majority of the Agents present vote in favour of the proposal. Except as provided herein, the Council shall establish its own procedures and submit a report of its activities to each meeting of the Conference.

1.1.4.1 the IATA Secretary shall formally call meetings of the Council and shall establish the date and venue in consultation with the Chairman. The Secretary shall compile and distribute the agenda in a timely manner.

1.1.4.1.1 minutes of each meeting shall be compiled by the Secretary and presented to the Chairman for approval. Thereafter such minutes shall be circulated promptly to the membership who shall be free to provide comments to those minutes for consideration at the next formal meeting of the Council where such minutes shall also be tabled for approval of the Council.

2. RULES AND PROCEDURES

The relationship between Members and their Accredited Agents shall be governed by the applicable Passenger Sales Agency Agreements and rules and procedures adopted by the applicable Passenger Agency Conference Resolutions including resolution 800.

RESOLUTION 820d

OFFICE OF TRAVEL AGENCY COMMISSIONER

PAC1(50)820d(except USA) Expiry: Indefinite
PAC2(50)820d Type: B
PAC3(50)820d

RESOLVED that,

1. the Office of Travel Agency Commissioner, ('the Commissioner') is hereby established and shall be funded as provided below.

2. at least one Commissioner shall be appointed for each IATA Conference Area.

3. any person may submit names of candidates for vacant Commissioner positions to the Director General of IATA. Industry representatives, including the Chairman/CEO of UFTAA and the Chairman of WTAAA, will evaluate each candidate and make appropriate recommendations to the Director General. The Commissioner will thereafter be appointed on the joint authority of the Director General and the Chairman/CEO of UFTAA and/or the Chairman of WTAAA, such appointment to be for a period of not less than two years, renewable by mutual agreement. A serving Commissioner shall not leave office before a successor has been appointed.

4. Deputy and Substitute Travel Agency Commissioners may be appointed, to meet the demands of the office, in which event the appointment process shall be as for the Commissioner described above. In this Resolution, the term 'Commissioner' shall be deemed to include the Travel Agency Commissioner, Substitute Travel Agency Commissioner and the Deputy Commissioner.

5. in the discharge of their duties the Commissioners shall be impartial and shall not be subject to the direction or supervision of IATA, any Member, Accredited Agent or association of travel agents, or any of their employees or officers.

6. the term of office of a Commissioner may be curtailed by the Director General the Chairman/CEO of UFTAA and the Chairman of WTAAA acting jointly, upon the recommendation, for cause, of the appropriate body of industry representatives.

7. the costs of the Office of the Travel Agency Commissioner shall be borne in equal proportions by Members and by Accredited Agents.

7.1 each IATA Accredited Agent shall be called upon to contribute towards the Commissioner fund in an amount determined by the Conference, such amount being not less than USD 5.00 nor more than USD 10.00, or acceptable equivalent per Approved Location, per year as a regular contribution. The total amount of contributions paid by Members collectively in a given year shall be equal to the total amount of contributions paid by IATA Accredited Agents collectively in the same year. All such contributions shall be paid into the Travel Agency

Commissioner Programme Fund, held by the Agency Administrator and expended in accordance with the present Resolution. Such regular contribution shall not be deemed to include any payment of fee or monetary penalty decided by the Commissioner in the execution of his mandate. The purpose of the Fund is to cover the cost of running the Travel Agency Commissioners' office, however the Fund may be used to reimburse the travel expenses incurred by PAPGJC Travel Agency representatives attending PAPGJC meetings as determined in Resolution 860a.

7.2 Any travel required in the pursuit of Commissioner duties is pre-authorized by the Agency Administrator, the Chairman of the WTAAA, the Secretary General of ECTAA and the Secretary General of UFTAA. Every effort shall be made by the Commissioner to use telecommunications to conduct review proceedings.

7.3 The Conference, the PAPGJC, the UFTAA Chairman and the Chairman of WTAAA shall each receive the annual written statement of accounts.

8. each Commissioner shall conduct reviews in accordance with Resolution 820e which provides for the Conduct of Review by Travel Agency Commissioner.

9. a Commissioner may be assigned in writing by the joint appointing authorities such further duties and functions as may be agreed between them, with a view to ensuring continuing openness, information flow and clarity in the ongoing relationship between IATA and the global community of IATA Accredited Agents. Reasonable expenses incurred in pursuing these goals may be defrayed from the Travel Agency Commissioner Programme Fund, subject to prior approval in writing of the Director General the Chairman/CEO of UFTAA and the Chairman of WTAAA.

10. the Commissioner(s) shall be called upon to provide a consolidated written report of all Commissioner activities to the Passenger Agency Conference and to the Passenger Agency Programme Global Joint Council.

11. The Commissioner(s) shall maintain an information website, funding for which will be provided from the established budget.

12. applicants for the role of Commissioner shall be assessed based on the job description and profile requirements listed in Attachment 'A' to this resolution.

13. each Commissioner shall be furnished in a timely manner with all the publications provided by the Agency Administrator to Accredited Agents situated in the area of the Commissioner's jurisdiction.

14. In order to preserve the integrity of the Commissioners and to safeguard the independence of each one of them in exercising their office IATA, the Members and the Accredited Agents recognize that each Commissioner shall have no liability whatsoever, whether for any action taken or omitted, in good faith in the performance of their functions under the IATA Agency Programme. The Commissioners shall be indemnified against liability (including liability for legal costs) and shall be held harmless from any and all claims which should

arise in connection therewith for any action taken or omitted in good faith in the performance of their functions under the IATA Agency Programme, exclusive of acts or omissions manifestly outside of the required procedures and scope of authority of the Commissioners in 820e and related Resolutions, or manifestly in contravention of the contract terms in Resolution 824. Indemnification shall be funded from the Travel Agency Commissioners' Fund.

15. in order to discuss issues of mutual concern, the Commissioners shall have the ability to meet annually.

RESOLUTION 820d

Attachment 'A'

Travel Agency Commissioner Profile

1. The Travel Agency Commissioner is an independent arbiter appointed jointly by the International Air Transport Association (IATA), the Universal Federation of Travel Agency Associations (UFTAA) and the World Travel Agency Associations Alliance (WTAAA) to conduct reviews and act with respect to decisions and/or actions affecting Agents and applicants under the IATA Agency Programme.

1.1 The office of the Travel Agency Commissioner is established under the terms expressed in Resolution 820d.

1.2 The procedures under which the Travel Agency Commissioner operates are contained in IATA Resolution 820e.

2. IATA, UFTAA and WTAAA will assess applicants for the office of the Travel Agency Commissioner against the following profile:

The ideal candidate will meet the following criteria:

1. experience in the travel industry ideally gained from previous employment with an airline or travel agency;
2. at the time of application the applicant must not be employed or have any involvement with an airline, travel agent, agency association or IATA;
3. good knowledge of the IATA Passenger Agency Programme and the associated rules and regulations or a demonstrated ability to acquire knowledge of the Programme;
4. experience in dispute resolution and/or legal background;
5. independent contractor not associated with an airline, IATA or travel agency;
6. fluent in written and oral English with the same skills in at least one other major language;
7. ability to travel at short notice.

Travel Agency Commissioner Job Description

1. A Commissioner shall act only as described to make reviews requested under the terms of Resolution 820e.
2. In the performance of his/her duties the Commissioner is not authorised to attend and/or address industry Conferences of agency associations or of IATA except as required by the terms of the relevant Passenger Sales Agency Rules.
3. In the performance of his/her duties the Commissioner is not authorised to counsel, train, coach or in any similar capacity offer guidance to individual agents, travel agencies, travel agency associations, airlines or IATA except as specifically provided under the terms of Resolution 820d.

However, the Commissioner may answer punctually requests for information from individual agents, travel agencies, travel agency associations, airlines or IATA, if this request is not linked to any case of review or other dispute.

4. In the pursuit of their activities the Travel Agency Commissioner(s) shall be independent and not subject to supervision by any one party, however, the Travel Agency Commissioner(s) shall provide regular reports of activity to the Passenger Agency Programme Global Joint Council, "the Council". The Council is entitled to review the activities of the Commissioner, and is responsible for approval of the budget and monitoring of expenditure.
 5. Any travel conducted by the Travel Agency Commissioner(s) is authorized under the terms of Resolution 820d.
 6. The office of the Travel Agency Commissioner(s) shall maintain records of all commissioner proceedings for a minimum of two years or as required under local law. The Travel Agency Commissioner shall ensure knowledge transfer and continuity with his/her successor. Copies of Commissioner records shall be provided by the Commissioners to the IATA Agency Administrator and to the Secretariat of WTAAA and UFTAA.
 7. The Travel Agency Commissioner(s) shall maintain an information website, funding for which will be provided from the established budget.
 8. Commissioners shall be entitled to obtain administrative support which support shall be funded from the established budget.
 9. in order to discuss issues of mutual concern, the Commissioners shall have the ability to meet annually.
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RESOLUTION 820e**REVIEWS BY THE TRAVEL AGENCY COMMISSIONER**

△ PAC1(53)820e(except USA) Expiry: Indefinite
PAC2(53)820e Type: B
PAC3(53)820e

RESOLVED that, as established under Resolution 820d, the Travel Agency Commissioner ('the Commissioner') shall conduct reviews and act with respect to decisions and/or actions affecting Agents and applicants under the Agency Programme (it being understood that the definitions in Resolution 866 apply to this Resolution), within the Commissioner's jurisdiction, in accordance with this Resolution 820e:

Section 1—Jurisdiction of the Commissioner

All disputes arising out of or in connection with matters enumerated in the present Section shall be finally settled, subject to review by arbitration pursuant to Section 4 herein, by the Commissioner, in accordance with this Resolution.

1.1 REVIEW INITIATED BY AGENT OR APPLICANT

Subject to paragraph 1.4, the Commissioner shall review and rule on cases initiated by:

1.1.1 an applicant whose application to become an Accredited Agent has been disapproved by the Agency Administrator, or has been disapproved upon reconsideration;

1.1.2 an Agent whose application for approval of an additional location has been rejected by the Agency Administrator, either on first consideration, or upon reconsideration;

1.1.3 an applicant who has acquired ownership or is seeking to acquire ownership of an Agent or Location and whose application for change of ownership has been disapproved by the Agency Administrator, either on first consideration, or upon reconsideration;

1.1.4 an Agent, or applicant seeking review of the finding that a person who is a director, or who holds a financial interest or a position of management in the Agent or applicant, is disqualified under the applicable Passenger Sales Agency Rules because of that person's connection with an Accredited Agent who was removed from the Agency List for failure to fulfil its fiduciary obligations. Any individual who believes he is, or may be, a person whose conduct would cause application of the exclusion provisions referred to above shall also be entitled to seek review by the Commissioner, to determine whether any disqualification whether actual or proposed should stand or be disregarded, in light of the individual circumstances;

1.1.5 an Agent who has received formal notice from the Agency Administrator of impending removal of the Agent or an Approved Location of the Agent from the Agency List, or of any action or impending action by the Agency Administrator with regard to the Agent, that unreasonably diminishes the Agent's ability to conduct business in a normal manner;

1.1.6 an Agent whose application for change of location and/or name has been disapproved by the Agency Administrator;

1.1.7 an Agent from whom stocks of Standard Traffic Documents have been withdrawn by ISS Management, or its representative, pursuant to the Accounting Irregularity Safeguards provisions of Resolution 818g or 832, as applicable; provided that any review initiated under this subparagraph shall be to decide on any interim relief pending a redetermination of the eligibility of the Agent or the Location to be retained on the Agency List under Paragraph 1.3 of this Resolution;

1.1.8 an Agent who considers that its commercial survival is threatened by a Member's individual decision preventing it from acting as Agent for, or from issuing Traffic Documents on behalf of, such Member;

1.1.9 an Agent who is aggrieved by an impending amendment to its Passenger Sales Agency Agreement;

1.1.10 an Agent who considers that the Agency Administrator (as defined) has not followed correct procedure as delegated by the Passenger Agency Conference, to that Agent's direct and serious detriment in order to determine whether the decision under review was made in accordance with applicable Resolutions and based on credible fact.

1.2 PROCESSING REVIEW REQUESTS FROM AN AGENT OR APPLICANT

The Commissioner shall apply the following rules to a request for review from an Agent/applicant:

1.2.1 for a review initiated under any of the sub provisions of Paragraph 1.1 of this Section, the person authorized to make the request shall do so, in writing addressed to the Commissioner, with copy to the Agency Administrator;

1.2.2.1 for review of a decision or action of the Agency Administrator, except when initiated pursuant to the provisions of Subparagraph 1.1.7 of this Section, the request must be submitted within 30 calendar days of the date of the Agency Administrator's notice of the decision in question;

1.2.2.2 for review pursuant to the provisions of Subparagraph 1.1.7 of this Section, the request must be submitted within 10 calendar days of the withdrawal of the Standard Traffic Documents;

1.2.2.3 for review made pursuant to the provisions of Subparagraphs 1.1.8 and 1.1.10 of this Section, the request must be submitted within 30 calendar days of the

date the Agent first became aware of the decision/action of which he is aggrieved;

1.2.2.4 where a request for review is accompanied by an application for interlocutory relief to stay action by the Agency Administrator, the Commissioner may grant the interlocutory relief, if:

- (a) acceptance of the request for review is within the Commissioner's jurisdiction; and
- (b) the applicant makes an appropriate showing in support of its application for appropriate interlocutory relief; and
- (c) the Commissioner decides, after affording the Agency Administrator, Member or other respondent the opportunity to respond, that interlocutory relief is appropriate and can be granted without materially affecting any airline credit risk.

In addition the Commissioner shall require, as a condition for granting any request by an Agent/applicant for interlocutory relief, that the Agent/applicant provide a bank or any other form of financial guarantee, if airline funds are considered to be at risk. The bank or other guarantee shall cover the amount in dispute or any other amount deemed appropriate by the Commissioner in light, in particular, of the financial risk associated with the dispute. The Commissioner may require if appropriate an immediate accounting and settlement of all monies due at the time the interlocutory order takes effect. If there is no financial risk associated with the dispute, the interlocutory relief may be granted upon the Commissioner's decision without requiring any form of financial guarantee. If interlocutory relief is granted, as soon as the Agent/applicant has complied with all conditions to which interlocutory relief is subject, the Commissioner or Agency Administrator shall notify all BSP Airlines accordingly that any previously notified action has been stayed and the status quo restored pending the final determination of the Commissioner's review.

1.2.3 the Commissioner shall initially decide whether or not he has jurisdiction to determine the matter and if so whether a credible case for review has been made; if the request for review is accepted, then the Commissioner shall seek to ascertain to his own satisfaction all the facts relevant to the matter in dispute, affording the parties the opportunity to present their side of the case pursuant to Section 2 hereof;

1.2.4 acting on the basis of all probative evidence presented during the proceeding, the Commissioner shall decide whether the Petitioner has demonstrated, by a preponderance of the evidence, that it is entitled to relief hereunder and if so, whether an award of relief, in accordance with Section 3 of this Resolution, is to be made.

1.2.5 as promptly as reasonably possible after a case has been initiated by an Agent or Applicant, the Commissioner must provide to the Agency Administrator a copy of the request for review, together with all related material and evidence provided in support of the request;

1.3 REVIEW INITIATED BY AGENCY ADMINISTRATOR

△ The Agency Administrator, on his own initiative or at the request of any Member, or group of Members, shall initiate a review to determine whether the Agent or Location has breached its Passenger Sales Agency Agreement, including IATA Resolutions incorporated into it, when the Agency Administrator has determined that a credible case has been made, in particular, in respect of any of the following:

1.3.1 the Agent or Approved Location no longer fulfils the qualifying requirements for accreditation under the Passenger Sales Agency Rules;

1.3.2 the Agent has used a credit card issued in the name of the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's officer, partner or employee, in connection with the sale of air transportation on behalf of a Member to any customer of the Agent;

1.3.3 the Agent has failed to comply, to the satisfaction of the Agency Administrator, with financial requirements or any other measure or condition prescribed by the Commissioner as a prerequisite for the retention of the Agent on the Agency List following a review;

1.3.4 the Agent refuses to surrender unissued Traffic Documents on demand by the Member or ISS Management;

1.3.5 the Agent has issued Traffic Documents or caused Traffic Documents to be issued at other than an Approved Location or other authorized place of issue of that Agent;

1.3.6 the Agent has failed to notify ISS Management and the Member concerned immediately of the removal of Traffic Documents, in the event of robbery, theft, burglary, fraud or other unlawful means, or of Traffic Documents having been destroyed;

1.3.7 the Agent has knowingly accepted unissued Traffic Documents consigned to another Agent;

1.3.8 pursuant to the accounting irregularity safeguards provisions of Resolutions 818g or 832, as applicable, an audit or other investigation has revealed irregularities in the Agent's accounting standards or practices;

1.3.9 the Agent refuses to permit a Member or ISS Management to audit or secure an audit of Traffic Documents in the Agent's custody;

1.3.10 the Agent has allegedly failed to fulfil its contractual obligations on the custody and/or issuance of Traffic Documents;

1.3.11 the Agent has persistently failed to settle amounts owing against Agency Debit Memos (ADMs) whether or not such ADMs have been subject to dispute;

1.3.12 pursuant to the provisions of Paragraph 1.8 of Attachment "A" to Resolution 818g, and of Paragraph 1.8 of Resolution 832, the Agency Administrator receives written information which leads him to the belief that

Members' or Airlines' ability to collect monies from the Agent for Standard Traffic Documents may be prejudiced.

1.4 MATTERS OUTSIDE THE PURVIEW OF THE TRAVEL AGENCY COMMISSIONER

The Commissioner shall decline to act on any of the following:

1.4.1 claims arising under restraint of trade law/regulations of the state or international authority having jurisdiction;

1.4.2 any matter in relation to which the Commissioner does not have jurisdiction under this Resolution.

1.5 PROCESSING REVIEW REQUEST FROM AGENCY ADMINISTRATOR

Each request for review made by the Agency Administrator to the Commissioner shall be in writing with copy simultaneously sent to the Agent. The Commissioner shall conduct each such review in an adversarial proceeding and decide, on the basis of all probative evidence presented during the proceeding, whether or not the Agent has failed to comply with or is in breach of the Agency Programme provisions alleged by the Agency Administrator. If the decision is affirmative, the Commissioner shall also decide a penalty, in accordance with the provisions of this Resolution, as he deems appropriate under the circumstances

Section 2—Rules of Practice and Procedure

Each Commissioner shall publish rules of practice and procedure designed to ensure prompt and impartial review of all matters properly submitted to him.

2.1 In a review conducted pursuant to this Resolution, the parties shall be the Agency Administrator or the Member concerned, the applicant or Agent concerned or the aggrieved Member, as the case may be. The Commissioner's rules shall grant the Petitioner and the Respondent ('the parties') the following minimum rights:

2.1.1 right to move for dismissal, whether based on lack of jurisdiction or for any other reason;

2.1.2 right to move for summary judgement or other appropriate relief;

2.1.3 right to submit in writing any relevant information which it deems appropriate and the right to respond to the other side's submissions;

2.1.4 right to call witnesses;

2.1.5 right to appear in person and/or be represented by counsel and present evidence and arguments in support of its position;

2.1.6 right to hear the evidence and arguments of the other party and its witnesses;

2.1.7 right to cross examine the other party and its witnesses;

2.2 proceedings before the Commissioner shall be informal, and the Parties shall not be required to adhere to strict rules of evidence;

2.3 the Commissioner shall be empowered, upon the agreement of both parties, to waive oral hearing and base his decision on written submissions of the Parties. He may also render a decision on written stipulations between the Parties; Except, where in the judgment of the Travel Agency Commissioner, such an oral hearing is not necessary, she/he may base the decision on the written information submitted having advised the Parties of her/his intention to do so.

2.4 the party who has initiated a request for review ('the Petitioner') may withdraw all or part of it, in writing, at any time prior to the issuance of the Commissioner's decision, provided that if it is withdrawn by the Petitioner after the hearing, the Commissioner may make an appropriate award to cover reasonable costs incurred by the Respondent and the Commissioner;

2.5 except as the Commissioner may otherwise direct in writing, any person who is not a party, or a witness, who desires to make relevant information available to the Commissioner in connection with a pending review shall do so only through one of the Parties. The party concerned shall promptly forward such information in writing to the Commissioner, with a copy to the other party. Such person shall be subject to cross examination;

2.6 shortly after having received a request for review, the Commissioner shall offer the parties the opportunity to hold a scheduling conference by telephone call or other means, with a view to reach an agreement, or alternatively to issue an order, regarding the proper procedures to be followed for the hearing of the matter, and to set a timetable. Except for good cause stated in writing, the Commissioner shall schedule each review proceeding not later than 45 days after receipt of the request for review. The Commissioner shall normally render his decision within 30 days after the close of the record in the proceeding.

2.7 in making each decision, the Commissioner shall be bound by the provisions of the applicable Resolutions, and may only make findings of fact and conclusions in accordance with those Resolutions.

2.8 the decision shall be in writing and shall include all such findings and conclusions and with respect to reviews conducted under Paragraph 1.1 of this Resolution any conditions imposed by the Commissioner. With respect to review proceedings instituted pursuant to Paragraph 1.3 of this Resolution, the decision shall be in writing and shall include all such findings and conclusions and any penalty imposed pursuant to Section 3 of this Resolution.

2.9 a signed copy of the decision shall be served on each party. Subject to action taken under Section 4 of this Resolution, in which case the decision shall be automatically stayed, the Commissioner's decision shall be final and binding on the Parties, including Members of IATA.

2.10 within 15 days after the receipt of the decision, a party, with notice to the other parties, may request that the Commissioner gives an interpretation of the decision or correct in the decision any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the Commissioner considers that the request is justified, he shall make the interpretation or correction in writing within 15 days of receipt of the request. The interpretation or correction shall form part of the decision.

Section 3—Courses Open to the Commissioner

The Commissioner's power to award relief shall be as set forth in this Resolution 820e as applied to the facts of each particular case. The following is an indicative summary of such possible courses.

3.1 DECISIONS ON REVIEWS INITIATED BY AGENT OR APPLICANT

Consequent on a review initiated by an Agent or an applicant, the Commissioner may decide:

- 3.1.1** a disapproved applicant/Agent be approved;
- 3.1.2** a removed Agent/Approved Location be reinstated on the Agency List;
- 3.1.3** an Agent from whom Standard Traffic Documents, and ticketing authorities have been withdrawn may have them reinstated;
- 3.1.4** an Agent who has appealed against the actions of an individual Member that threaten the Agent's commercial survival be granted relief by order of the Commissioner;
- 3.1.5** an Agent aggrieved by impending amendment to its Passenger Sales Agency Agreement be granted such relief as may be appropriate having regard to the need to maintain appropriate airline prudential requirements;
- 3.1.6** conversely, on finding against the petitioning applicant/Agent, the Commissioner shall uphold the Agency Administrator's/Member's decision which shall thereupon be implemented;

3.2 any of the decisions outlined in Paragraph 3.1 above, or otherwise rendered by the Commissioner hereunder, shall in any case be consistent with and capable of reasonable application under the Passenger Sales Agency Agreement the Passenger Sales Agency Rules and this Resolution 820e.

3.3 DECISIONS ON REVIEWS INITIATED BY THE AGENCY ADMINISTRATOR

Consequent on a review initiated by the Agency Administrator, the Commissioner may decide that one or more of the following actions be taken:

3.3.1 the Agent or Approved Location be removed for a stated period of time from the Agency List;

3.3.2 an Agent or Approved Location be required to meet specified requirements as a condition for retention on the Agency List;

3.3.3 order that Standard Traffic Documents, and ticketing authorities be removed from the Agent;

3.3.4 the Agent's access to reduced fare air passenger transportation be suspended for a specified period;

3.3.5 the Agent, at its own expense, be required to undergo an audit by an independent certified public accountant;

3.4 ADDITIONAL POWERS OF THE COMMISSIONER

The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with this Resolution in accordance with the rules of amicable dispute resolution of the International Chamber of Commerce ("ICC ADR Rules"). At any time during the course of the Commissioner's review, the Commissioner may recommend mediation in accordance with the ICC ADR Rules.

Section 4—Review by Arbitration

4.1 an Agent or applicant which considers itself aggrieved by a decision of the Commissioner taken under the provisions of this Resolution, shall have the right to have such decision reviewed by arbitration, in accordance with the procedures set out in the Passenger Sales Agency Rules;

4.2 a Member whose individual decision has been the object of an Agent's action before the Commissioner pursuant to the relevant provisions of the Passenger Sales Agency Rules may, if the Member contests the Commissioner's ruling, seek to have it reviewed by arbitration, in accordance with the procedures set out in the Passenger Sales Agency Rules.

△ **4.3** where a decision of or an action by the Agency Administrator or IATA has been the object of an Agent's action before the Commissioner taken under the provisions of this Resolution and the Agency Administrator, or IATA, contest the Commissioner's decision, the Agency Administrator or IATA shall have the right to have such decision reviewed by arbitration, in accordance with the procedures set out in the Passenger Sales Agency Rules.

RESOLUTION 822

IATA NUMERIC CODE

PAC1(51)822
PAC2(51)822
PAC3(51)822

Expiry: Indefinite
Type: A

AS the Passenger Agency Conference ('Conference') wishes to provide a code to identify places where Traffic Documents, as defined in the Sales Agency Rules, are issued, and

AS the Conference also wishes to provide a designator to non-IATA entities subscribing to recognised IATA industry schemes it is

RESOLVED that a recognised coding scheme, as provided for below, shall be used to allocate IATA Numeric Codes or designators.

Section 1—COMPONENTS OF CODE

1.1(a) the IATA Numeric Code shall consist of:

1.1(a)(i) a two-digit geographical designator;

1.1(a)(ii) a one-digit Area designator separated from 1.1(a)(i) above by a dash;

1.1(a)(iii) a four-digit location designator separated from 1.1(a)(ii) above by a space; and

1.1(a)(iv) a check digit separated from 1.1(a)(iii) above by a space. The check digit shall be calculated on an unweighted modulus seven system based on the two-digit geographical designator, the one-digit Area designator, and the four-digit location designator.

1.1(b) when the IATA Numeric Code is imprinted on automated Traffic Documents, the dash and spaces may be omitted.

Section 2—INTEGRITY OF IATA NUMERIC CODE

Numeric Codes assigned to all users in accordance with this Resolution are, and shall at all times remain the property of IATA. Such codes shall not be lent, sub-contracted or hired to a third party by the assignee. Neither shall such codes be used either as a form of identification or other purpose on a proprietary product of any third party without express authorization to do so by IATA.

Section 3—ALLOCATION OF CODE

3.1 the Agency Administrator shall be responsible for the administration and allocation of the IATA Numeric Code as follows:

3.1.1 IATA Numeric Codes shall be allocated to each Approved Location of IATA Agents, of non-IATA sales intermediaries holding Standard Traffic Documents

pursuant to Resolution 850b and domestic-only agents reporting their sales through a BSP;

3.1.2 all other categories subscribing to a recognised IATA industry scheme shall be allocated a designator based on the Numeric Code structure;

3.1.3 blocks of IATA Numeric Codes shall be set aside for allocation in the United States to entities that qualify for such codes under the terms of this Resolution;

3.1.4 upon request of a Member or of a non-IATA airline, the Agency Administrator shall allocate IATA Numeric Codes to such Member's or airline's own sales offices, to Traffic Documents-issuing offices of such Member's or airline's Passenger General Sales Agents, or airport handling agents which are not themselves IATA Members; provided that in the case of a request from a non-IATA airline, the cost of allocation and publication of the IATA Numeric Code shall be for the account of the requesting airline.

3.1.5 IATA Numeric Codes and designators shall be allocated according to the type of Location or user.

3.1.6 A change of Location or category may require the withdrawal from use of the IATA Numeric Code or designator, and the allocation of a different one.

Section 4—VALIDATOR DIES OR PLATES—OUTSIDE BILLING AND SETTLEMENT PLAN

4.1 validation of Traffic Documents at places to which an IATA Numeric Code has been allocated shall be effected by the electronic ticketing service provider in accordance with the provisions of Resolution 854.

Section 5—PUBLICATION

the IATA Numeric Codes allocated pursuant to Subparagraphs 3.1.1, and 3.1.3 of this Resolution shall be published by the Agency Administrator as directed by the Passenger Agency Conference; ARC and IATAN shall be responsible for the publication of IATA Numeric Codes made available to them pursuant to Subparagraph 3.1.2 of this Resolution.

Section 6—REVIEW OF AGENT

failure by an IATA Agent without good cause to comply with any of the requirements provided herein shall constitute adequate grounds for the Agency Administrator to initiate review under the provisions of the Sales Agency Rules.

RESOLUTION 824

PASSENGER SALES AGENCY AGREEMENT (VERSION II)

PAC1(22)824(except USA) Expiry: Indefinite
PAC2(22)824 Type: B
PAC3(22)824

RESOLVED that, the following form of Passenger Sales Agency Agreement is adopted and shall be implemented upon notification by the Agency Administrator.

PASSENGER SALES AGENCY AGREEMENT

An Agreement made thisday of20.....

BETWEEN

having its principal office at (hereinafter called "the Agent")

AND

each IATA Member (hereinafter called "Carrier") which appoints the Agent, represented by the Director General of IATA acting for and on behalf of such IATA Member.

WHEREBY IT IS AGREED AS FOLLOWS:

1. EFFECTIVENESS

this Agreement shall become effective between the Agent and the Carrier upon appointment of the Agent by such Carrier in accordance with the Sales Agency Rules in effect in the country(ies) of the Agent's Location(s). Upon coming into effect this Agreement, including any amendments thereto, shall have the same force and effect between the Carrier and the Agent as though they were both named herein and had both subscribed their names as parties hereto.

2. RULES, RESOLUTIONS AND PROVISIONS INCORPORATED IN AGREEMENT

2.1(a) the terms and conditions governing the relationship between the Carrier and the Agent are set forth in the Resolutions (and other provisions derived therefrom) contained in the Travel Agent's Handbook ("the Handbook") as published from time to time under the authority of the Agency Administrator and attached to this Agreement. The Handbook incorporates:

2.1(a)(i) the Sales Agency Rules,

2.1(a)(ii) the Billing and Settlement Plan rules, where applicable, as set forth in the BSP Manual for Agents,

2.1(a)(iii) such local standards as may be provided for under the Sales Agency Rules,

2.1(a)(iv) other applicable IATA Resolutions;

2.1(b) such Rules, Resolutions and other provisions as amended from time to time are deemed to be incorporated in this Agreement and made part hereof and the Carrier and the Agent agree to comply with them;

2.2 the Agent acknowledges that it has received a copy of the current edition of the Handbook and has acquainted itself with the contents thereof. The Agent specifically acknowledges that it has read and understands the contents of the Handbook, including but not limited to those dealing with: indemnities and waiver; custody, issuance and security of Traffic Documents; the reporting and remitting procedures; and the arbitration procedures;

2.3 the Agency Administrator shall provide the Agent with subsequent editions of the Handbook and all amendments thereto. The Agent shall be notified by the Agency Administrator of any amendments to the contents of the Handbook and such amendments shall be deemed to be incorporated herein unless within 30 days of receipt of such notification the Agent terminates this Agreement by notice in writing to the Agency Administrator;

2.4 the terms and expressions used in this Agreement shall, unless the context otherwise requires, have the meanings respectively provided for in the Sales Agency Rules. In the event of any conflict, contradiction or inconsistency between any provisions with which the Agent is required to comply under Subparagraph 2.1 of this Paragraph, and any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. SELLING CARRIER'S SERVICES

3.1 the Agent is authorised to sell air passenger transportation on the services of the Carrier and on the services of other air carriers as authorised by the Carrier. The sale of air passenger transportation means all activities necessary to provide a passenger with a valid contract of carriage including but not limited to the issuance of a valid Traffic Document and the collection of monies therefor. The Agent is also authorised to sell such ancillary and other services as the Carrier may authorise;

3.2 all services sold pursuant to this Agreement shall be sold on behalf of the Carrier and in compliance with Carrier's tariffs, conditions of carriage and the written instructions of the Carrier as provided to the Agent. The Agent shall not in any way vary or modify the terms and conditions set forth in any Traffic Document used for services provided by the Carrier, and the Agent shall complete these documents in the manner prescribed by the Carrier;

3.3 the Agent shall make only such representations as are authorised in this Agreement and by the Carrier.

3.4 with regard to any transportation the Agent, its officers or employees may procure on the services of another air carrier which does not have the Agent under appointment, the Agent undertakes that it will not directly or indirectly procure the sale of such transportation otherwise than strictly in accordance with the fares, rules

and conditions applicable to the sale of such transportation as published in that other carrier's tariff;

3.5 with respect to previously issued Traffic Documents the Agent, its officers or employees shall issue, accept, reissue, validate or revalidate (including by means of reservation alteration stickers) all such Traffic Documents in accordance with the Carrier's tariffs, conditions of carriage and written instructions;

3.6 the Agent shall transmit to the Carrier such specific requests or particulars in connection with each customer as may be necessary to enable the Carrier to service each customer efficiently.

4. OBSERVANCE OF LAWS AND REGULATIONS

the Agent shall observe all government laws and regulations applicable to the sale of air transportation, or any other acts performed by the Agent under this Agreement, in the territory or territories where the Approved Locations of the Agent are situated and in all territories to or through which the Agent may sell air passenger transportation.

5. AGENCY DESIGNATION

the Agent shall not represent itself as a 'General Agent' or use any other designation, such as 'Air Lines Ticket Office', which would indicate or imply in any way that its office is an office of the Carrier or any Member.

6. CUSTODY AND ISSUE OF TRAFFIC DOCUMENTS AND CUSTODY OF CARRIER IDENTIFICATION PLATES

6.1 Traffic Documents deposited by the Carrier or by ISS Management on behalf of the Carrier as the case may be, are and remain the sole property of the Carrier or ISS Management until duly issued and delivered pursuant to a transaction under this Agreement; similarly Identification Plates deposited with the Agent are the sole property of the Carrier at all times. The Agent acknowledges and agrees that it has no proprietary rights to such Traffic Documents and Plates. The Carrier or ISS Management acting on its behalf may, at any time, require that the Agent return such Traffic Documents and Identification Plates, and the Agent agrees to return them immediately;

6.2 the Carrier or ISS Management acting on its behalf shall be entitled at any time to audit or procure an audit of Traffic Documents and Identification Plates, or to ascertain that security standards are met;

6.3 where the Carrier participates in an automated ticketing system for the issuance of Standard Traffic Documents or other neutral Traffic Documents and the Agent issues such Traffic Documents through the system on behalf of the Carrier, the Carrier may at any time withdraw from the Agent the authority to issue neutral Traffic Documents on its behalf. In the event that the Agent is declared in default or is suspended in accordance with the Sales Agency Rules the Agent shall

immediately cease issuing neutral Traffic Documents through the system on behalf of the Carrier as of the date such default or suspension is effective;

6.4 in the event any part of an automated ticketing system is provided to the Agent by a third party, other than an airline participating in such system, the Agent undertakes to obtain written confirmation from the Carrier or the Coordinator that the relevant specifications, function and mode of operation of such system and any changes thereto, conform with standards that are acceptable. The Agent shall not issue Traffic Documents on behalf of the Carrier through the system until such written confirmation has been obtained.

7. EXCEPT AUSTRALIA AND GERMANY—MONIES DUE BY AGENT TO CARRIERS—REMITTANCE

7.1 a Traffic Document shall be issued immediately money is received by the Agent for specified passenger air transportation or Ancillary Services sold under this Agreement and the Agent shall be responsible for remittance to the Carrier of the amount payable in respect of such Traffic Document;

7.2 all monies collected by the Agent for transportation and Ancillary Services sold under this Agreement, including applicable remuneration which the Agent is entitled to claim thereunder, are the property of the Carrier and must be held by the Agent in trust for the Carrier or on behalf of the Carrier until satisfactorily accounted for to the Carrier and settlement made;

7.3 the Agent shall not pledge, cede, promise or otherwise transfer to a third party any claims to monies due to the Agent or to the Carrier, but not yet collected, for transportation and Ancillary Services sold under this Agreement, including applicable remuneration, which the Agent is entitled to claim hereunder;

7.4 in the event that the Agent becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process affecting the normal operation of the Agent, then notwithstanding the normal remittance procedures under this Agreement, all monies due to the Carrier or held on behalf of the Carrier in connection with this Agreement shall become immediately due and payable;

or

7. AUSTRALIA AND GERMANY ONLY—MONIES DUE BY AGENT TO CARRIERS—REMITTANCE

7.1 on the issue by the Agent of a Traffic Document on behalf of the Carrier, or on the issue by the Agent of its own Transportation Order drawn on the Carrier, the Agent, irrespective of whether it collects a corresponding amount, shall be responsible for payment to the Carrier of the amount payable for the transportation or other service to which the Traffic Document or Transportation Order

relates. This shall not, however, apply where the Traffic Document or Transportation Order is issued under the Universal Air Travel Plan or similar credit plan recognised or made available to the public by the Carrier (except with respect to the initial amount payable under such plan) and the Agent has procured and forwarded to the Carrier the duly executed documents required under such plan, or where the Traffic Document or Transportation Order is issued by the Agent in response to a prepaid ticket advice. In such cases the Carrier accepts responsibility for collection;

7.2 except as otherwise provided in Subparagraph 7.1 of this Paragraph, the Agent shall collect the amount payable for the transportation or other service sold by it on behalf of the Carrier. All monies collected by the Agent for transportation and Ancillary Services sold under this Agreement, including applicable commissions which the Agent is entitled to claim thereunder, shall be the property of the Carrier and shall be held by the Agent in trust for the Carrier or on behalf of the Carrier until satisfactorily accounted for to the Carrier and settlement made. The Carrier may, subject to applicable currency regulations, designate the currencies in which remittances are to be made. Unless otherwise instructed by the Carrier the Agent shall be entitled to deduct from remittances the applicable commission to which it is entitled hereunder;

7.3 the Agent shall remit to the Carrier such monies at such times and under such conditions as the Carrier may designate from time to time in accordance with the provisions of the Sales Agency Rules;

7.4 a Traffic Document shall be issued immediately money is received by the Agent for specified passenger air transportation or Ancillary Services sold under this Agreement and the Agent shall be responsible for remittance to the Carrier of the amount payable in respect of such Traffic Document;

7.5 in the event that the Agent becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process affecting the normal operation of the Agent, then notwithstanding the normal remittance procedures under this Agreement, all monies due to the Carrier or held on behalf of the Carrier in connection with this Agreement shall become immediately due and payable.

8. REFUNDS

the Agent shall make refund only in accordance with the Carrier's tariffs, conditions of carriage and written instructions, and against receipt. The Agent shall only refund Traffic Documents issued by such Agent.

9. REMUNERATION

for the sale of air transportation and Ancillary Services by the Agent under this Agreement the Carrier shall remunerate the Agent in a manner and amount as may be stated from time to time and communicated to the Agent by the Carrier. Such remuneration shall constitute full compensation for the services rendered to the Carrier.

10. RECORDS AND INSPECTION

the Agent shall maintain adequate records and accounts, together with supporting documents, recording the details of all transactions effected under this Agreement. Such records, accounts and documents shall be preserved by the Agent for at least two years from the date of the transactions to which they relate and shall be available for inspection or for copying by the Carrier whose Traffic Documents have been issued.

11. CONFIDENTIALITY

11.1 the Carrier agrees that the Carrier and its officers, employees and agents, including ISS Management where applicable, will treat information and data relating to the Agent coming into its possession as confidential except to the extent required by law;

11.2 notwithstanding Subparagraph 11.1 of this Paragraph, the Agent agrees that the Carrier, its officers, employees and agents, including ISS Management where applicable, may collect, process and disclose to other parties participating in the BSP, except to other Agents, such information and data for purposes of financial assessment of the Agent or of the orderly operation of agency administration or of the Billing and Settlement Plan;

11.3 the Agent agrees that the Agent and its officers, employees and any other person acting on the Agent's behalf will treat information and data relating to the Carrier coming into its possession as confidential except to the extent required by law.

12. TRANSFER, ASSIGNMENT, CHANGE OF LEGAL STATUS, OWNERSHIP, NAME OR LOCATION

12.1 this Agreement shall not be assigned or otherwise transferred in whole or in part by the Agent to any other person or persons;

12.2 in the event that the Agent proposes to effect any change(s) in the legal status, ownership, name(s) and/or address(es) (within the meaning of these expressions as used in the Sales Agency Rules under which the activities of any of its Approved Locations are conducted) the Agent undertakes to give prior notice in accordance with the detailed procedures set forth in those Rules.

13. TERMINATION

13.1 this Agreement or its application to a specific Location(s) of the Agent shall be terminated if, in accordance with the Sales Agency Rules:

13.1.1 the Carrier withdraws its appointment of the Agent,

13.1.2 the Agent withdraws from its appointment by the Carrier,

13.1.3 the Agent is removed from the Agency List,

13.1.4 the Agent relinquishes its IATA Approval/Accreditation;

13.2 notice of termination of the Agreement as above may be given at any time by notice in writing. Unless otherwise specified in the Sales Agency Rules, such notice shall take effect no sooner than the last day of the month following the month in which the notice of termination is given, and such notice shall include the effective date of termination, without prejudice to fulfilment by each party of all obligations accrued prior to the date of termination.

14. ARBITRATION

if any matter is reviewed by arbitration pursuant to the Sales Agency Rules, the Agent hereby submits to arbitration in accordance with such Rules and agrees to observe the procedures therein provided and to abide by any arbitration award made thereunder.

15. INDEMNITIES AND WAIVER

15.1 the Carrier agrees to indemnify and hold harmless the Agent, its officers and employees from and against liability for any loss, injury, or damage, whether direct, indirect or consequential, arising in the course of transportation or other Ancillary Services provided by the Carrier pursuant to a sale made by the Agent hereunder or arising from the failure of the Carrier to provide such transportation or services, except to the extent that such loss, injury or damage is caused or contributed to by the Agent, its officers, employees or any other person acting on the Agent's behalf;

15.2 the Agent agrees to indemnify and hold harmless the Carrier, its officers and employees from and against liability for any loss, injury, or damage, whether direct, indirect or consequential, arising from any negligent act or omission of the Agent, its officers, employees or any other person acting on the Agent's behalf, or from any breach by the Agent of this Agreement, except to the extent that such loss, injury or damage is caused or contributed to by the Carrier, its officers or employees;

15.3 where the Carrier participates in an automated ticketing system for the issuance of neutral Traffic Documents and the Agent issues such Traffic Documents through the system on behalf of the Carrier, the Agent further agrees to indemnify and hold harmless the Carrier, its officers and employees for all loss, injury or damage, whether direct, indirect or consequential, resulting from the negligent or unauthorised use of the system or any part thereof by the Agent, its officers, employees or contractors (including independent contractors) or any other person acting on the Agent's behalf.

16. NOTICES

all notices to be sent under this Agreement from the Carrier or from the Agency Administrator to the Agent, or from the Agent to the Carrier or to the Agency Administrator shall be sufficient if sent by any means that provides proof of despatch or receipt addressed, as appropriate to:

- the principal office of the Agent,
- the principal office of the Carrier, or

the Agency Administrator at the address shown in this Agreement, which address may be changed by notice given in writing from time to time by the Agency Administrator to the Agent.

17. APPLICABLE LAW

this Agreement shall be interpreted and governed in all respects by the law of the principal place of business of the Agent, except that, in regard to any matter of dispute arising solely in connection with the activities of a branch office location situated in a place other than that of the Agent's principal place of business, the law of the place where the branch office is situated shall apply.

18. SEVERABILITY

if any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions which shall nevertheless remain binding and effective between the parties.

19. OTHER AGREEMENTS SUPERSEDED

this Agreement shall supersede any and all prior Passenger Sales Agency Agreements between the parties hereto with respect to Approved Locations of the Agent other than in the USA, without prejudice to such rights and liability as may exist at the date hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written

Director General of the International Air Transport Association acting as agent for the Carriers referred to in the preamble hereto.



by

.....
(Authorised Representative)

IATA Address

.....
AGENT

by

.....
Name

.....
Title

Signature

Full address

.....

***Note:** Where in accordance with local law, execution of the Agreement requires the signatures of the parties to be witnessed, or notarised, such formalities must be accomplished. The space below may be used for that purpose.*

WITNESS:

RESOLUTION 824a

**APPLICATION OF THE TERM
'COMMISSION'**

PAC1(29)824a(except USA) Expiry: Indefinite
PAC2(29)824a Type: B
PAC3(29)824a

RESOLVED that, for the purpose of the Passenger Agency Conference Resolutions, where applicable, the term "commission" shall be deemed to include any form of remuneration.

RESOLUTION 824d

DEPOSIT RECEIPTS TO BE ISSUED BY AGENTS

PAC1(24)824d(except USA) Expiry: Indefinite
PAC2(24)824d Type: B
PAC3(24)824d

NOTWITHSTANDING the requirement of the Passenger Sales Agency Agreement that the Agent issue a Traffic Document immediately money is received by the Agent for specified passenger air transportation or Ancillary Services sold under the Agreement, it is

RESOLVED that,

1. In the event that the Agent accepts money from a customer up to the maximum value of USD80, or equivalent amount, and retains such money on account of the customer without obligating the carrier to provide passenger air transportation or Ancillary Services, the Agent may, instead of issuing a Traffic Document, issue a written receipt,

2. Such receipt shall be duly signed by the Agent and shall include:

- Name and Address of Agent
- Date
- Name of Customer
- Amount received
- A notice to the following effect:

“this receipt is issued by the Agent acting on its own behalf and not as agent for an air carrier. Issuance of such receipt does not impose or imply any obligation or liability on an air carrier to provide air transportation and/or Ancillary Services”.

RESOLUTION 824r

REFUNDS TO AGENTS

PAC1(50)824r(except USA) Expiry: Indefinite
PAC2(50)824r Type: B
PAC3(50)824r

WHEREAS the relationship between Members and their appointed Accredited Agents is based on mutual cooperation and understanding of each other's business practices and on adherence to agreed rules and procedures and

WHEREAS the Passenger Sales Agency Agreement and Sales Agency Rules, which largely govern that relationship, require Accredited Agents to make timely remittance to Members of monies payable to Members for sales made on their services under the Passenger Sales Agency Agreement and

WHEREAS, the Passenger Sales Agency Agreement and the Sales Agency Rules and the procedures related, thereto, provide for refunds to be made or authorised by Members to their Agents without stipulating a time-limit for effecting such refunds, now it is

RESOLVED that

Section 1—REFUNDS

1.1 Members are recommended to authorise the use of GDS refunding applications for totally unused traffic documents. In all cases Members shall expedite refunds on unused or partly used Traffic Documents in accordance with the following practices:

1.1.1 Unused Traffic Documents

ensure that valid refunds on totally unused Traffic Documents are made or authorised not later than the following remittance schedule after the refund application is received from the Agent by the Carrier,

1.1.2 Partly Used Traffic Documents

will ensure that refunds on partly used Traffic Documents are made or authorised by not later than two months after the refund application is received from the Agent by the Carrier.

1.1.3 Inability to Process

notwithstanding the provisions of 1.1.2 above if a Member is unable to process a refund on partly used Traffic Documents within the prescribed time-frame, the reasons will be communicated to the Agent by the Carrier.

RESOLUTION 828

REMITTANCE OF AMOUNTS COLLECTED AS PART OR FULL SPECIAL ADVANCE PAYMENT FOR SPECIAL FARES

PAC1(43)828(except USA)
PAC2(43)828
PAC3(43)828

Expiry: Indefinite
Type: A

RESOLVED that, in respect of any special fares included in a Member's tariff, the terms of which specifically require part or full payment to be made, either to the Member or to its approved Passenger Sales Agent ('Agent') by a deadline prior to the date of commencement of travel, the following provisions shall apply:

1. WHERE PART-PAYMENT IS REQUIRED

1.1 an MCO (or, if the part-payment is made directly to the Member, such Member's own permissible accountable document or receipt) shall be issued in respect of the amount collected. If the collection is made by an Agent, the MCO shall be included in such Agent's next Sales Report in accordance with applicable reporting procedures. The exchange coupon of the MCO (or its equivalent if the Member's own accountable document or receipt is used) shall be delivered to the prepayer;

1.2 the Member or its Agent:

1.2.1 shall collect by the applicable specified date, the outstanding balance; withdraw the MCO exchange coupon (or other document); and issue the ticket(s).

1.3 If this balance collection and ticket issuance is made by an Agent, the transaction shall be included in such Agent's next Sales Report in accordance with applicable reporting procedures.

2. where full payment of the fare is required by a specified date, such payment must be effected and the ticket(s) (or Member's own permissible accountable document or receipt) shall be issued not later than such date.

3. the normal reporting and remittance procedures provided for in the Sales Agency Administration Rules shall apply in respect of all advance payment collections and issuances to which the terms of this Resolution apply.

Editorial Note: Any references to MCO in the provisions contained in this Resolution mean the Neutral Multiple Purpose Document (MPD).

RESOLUTION 830a

CONSEQUENCES OF VIOLATION OF TICKETING AND RESERVATION PROCEDURES

PAC1(45)830a(except USA)
PAC2(45)830a
PAC3(45)830a

Expiry: Indefinite
Type: B

WHEREAS IATA Members are granting IATA Accredited Agents access to Standard Traffic Documents; and

WHEREAS custody, completion, issue, reissue, validation and revalidation of such Traffic Documents are governed by Members' tariffs and the ticketing procedures furnished to Agents through ticketing systems, and as described in the Travel Agent's Handbook, copies of which are furnished to Agents by the Agency Administrator and compliance with which is mandatory upon each Agent under the terms of the Passenger Sales Agency Agreement; it is

RESOLVED that,

1. all Agents be reminded that practices such as those listed herein, in other applicable Resolutions, or in Carriers' written instructions, but not limited thereto, violate the governing conditions referred to above. They harm Members' legitimate interests and can accordingly result in action being taken under the provisions of the Sales Agency Rules and Passenger Sales Agency Agreement. e.g. charging the Agent with the difference between the fare applied and the fare applicable to the service in accordance with Members' tariffs.

1.1 entering incomplete or incorrect reservation entries, such as reservation booking designators that do not correspond to the fare paid, or reservation requests on a ticket/miscellaneous charges order (MCO), thereby allowing travel at less than the applicable fare,

1.2 inaccurately completing or omitting to complete the 'not valid before' and/or 'not valid after' boxes on a ticket contrary to the conditions governing the fare applied, thereby allowing travel at less than the applicable fare,

1.3 issuing a ticket or MCO for more than one passenger, except as authorised for certain MCOs,

1.4 changing or omitting the name of the passenger,

1.5 changing the "Form of Payment" or failing to carry this forward to the new ticket or MCO,

1.6 changing the currency of payment or failing to carry this forward to the new ticket or MCO,

1.7 failing to carry forward all restrictions to the new ticket or MCO,

1.8 failing to obtain endorsement(s) from carriers when required,

1.9 failing to complete correctly the "Issued in Exchange For" entries and/or the "Original Issue" entries, and/or failing to carry these forward to the new ticket or MCO,

1.10 failing to ensure that when conjunction tickets or MCOs are issued, the conjunction ticket or MCO numbers are shown on all conjunction tickets or MCOs,

1.11 changing the point of origin,

1.12 issuing/selling a ticket with a fictitious point of origin or destination in order to undercut the applicable fare (cross border selling),

1.13 failing to observe the applicable rules for Designation and Selection of Ticketing Airline (Resolution 852) and/or designating transportation on such parties' services where a valid interline agreement between the ticketing airline and the transporting party does not exist,

1.14 cancelling or amending a customer booking and/or Electronic Ticket without the express permission of that customer,

1.15 deliberately making duplicate reservations for the same customer,

1.16 when reservations for a group are not confirmed, attempting to secure the required service by requesting this in smaller numbers in individual transactions,

1.17 making reservation transactions without the specific request of a customer and/or,

1.18 making an amendment to a booking that has previously been issued as an eticket without either revalidating or reissuing, as applicable, the original ticket to reflect the new itinerary and/or,

1.19 voiding tickets without cancelling corresponding reservations and/or,

1.20 failing to split PNRs in cases where not all passengers included in the PNR are ticketed and/or,

1.21 failing to observe the prescribed minimum connecting times.

2. In this Resolution the use of the singular may also be taken to include the use of the plural, where the text so permits and vice versa.

Editorial Note: Any references to MCO in the provisions contained in this Resolution mean the Neutral Multiple Purpose Document (MPD) or a similar document available to Agents in a BSP.

RESOLUTION 830d

RESERVATIONS PROCEDURES FOR ACCREDITED AGENTS

PAC1(50)830d(except USA)
PAC2(50)830d
PAC3(50)830d

Expiry: Indefinite
Type: B

RESOLVED that,

1. when an Accredited Agent (hereinafter 'Agent') is effecting a booking through an automated reservations system, the Agent is acting on behalf of the Member(s) or BSP Airline(s) in using that system and, therefore, shall adhere to the appropriate reservations procedures contained in IATA Resolutions. These procedures shall be provided by the Member(s) or BSP Airline(s) to the Agent.

2. the Agent shall request or sell airline space and/or associated services of a passenger handling nature only when the Agent has a request to do so from a customer. The Agent shall make such transaction in accordance with his system provider agreement.

3. the Agent shall ensure that the reservations booking designator used in booking space corresponds to the applicable fare quoted to the customer.

4. To be able to advise passengers of irregular flight operations and disruptions Members and BSP Airlines need to have sufficient contact details available to proactively contact the passengers. Consequently the Agent should provide contact details on behalf of the passenger by entering in the Passenger Name Record (PNR) the passenger's mobile phone number and email address, while maintaining compliance with all applicable data protection directives and regulations. Contact details should be entered in the PNR in compliance with the Resolutions governing reservations procedures. Members and BSP Airlines shall use these contact details exclusively for the purpose of operational notifications, e.g. flight cancellation, schedule change, etc. and shall not use the contact details for sales & marketing purposes.

In the event the passenger exercises his or her right not to provide contact details it is incumbent on the Agent to indicate that the passenger has declined to provide such details, and to enter the refusal in the PNR to limit any statutory liability. In such a case, the passenger shall not be provided information relating to flight cancellation or schedule changes (including delay in departure).

5. the Agent shall notify the customer of the reservations status of all segments and associated services and of any changes thereto.

6. all reservations for a specific itinerary and changes thereto shall, whenever possible, be processed through one Member. When this is not possible, the Agent shall inform each Member involved that the reservation is in connection with an itinerary.

7. the Agent shall ensure that the ticket will be issued in accordance with the reservations status of each segment and in accordance with the applicable ticketing time limit.

8. except for Section 4, the Agent shall be solely liable for the consequences of its failure to comply with any Resolution governing reservations.

RESOLUTION 832

REPORTING AND REMITTING PROCEDURES

△ PAC1(53)832(except USA), (except 818g countries)	Expiry: Indefinite
PAC2(53)832(except 818g countries)	Type: B
PAC3(53)832(except 818g countries)	

The purpose of this resolution is to govern the procedures for all aspects of Reporting and Remittance under the procedures of Billing and Settlement Plans (BSPs), and reporting directly to Members in a single resolution, notwithstanding variations in the Passenger Sales Agency Rules,

It is RESOLVED that the following reporting and remittance procedures are adopted for application in a consistent manner in conjunction with the applicable Passenger Sales Agency Rules and that the Agency Administrator is empowered to supervise and take corrective actions as determined by the Conference.

All references to Paragraphs and Sub-Paragraphs are to those contained within this Resolution unless stated otherwise.

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This resolution is contained within three main sections:

1. Reporting and Remitting through BSPs
2. Reporting and Remitting directly to Members
3. The consequences of defaults

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ATTACHMENT 'A'—FREQUENCY OF AGENT REMITTANCES

Section 1—Reporting and Remitting through the Billing and Settlement Plan (BSP)

This Section is applicable to all Approved Locations of an Agent, except those covered by Resolution 818g, with respect to all sales on behalf of Airlines and Members participating in the BSP. The BSP Manual for Agents contains the administrative and procedural rules to be followed by Agents and constitutes part of this Resolution.

1.1 MONIES DUE ON ISSUE OF STANDARD TRAFFIC DOCUMENTS

The provisions of this Paragraph govern monies due to BSP Airlines arising from Accountable Transactions.

In all instances the preferred method of remittance shall be by electronic funds transfer, or by Business-to-Business Direct Debit. In this context Business-to-Business Direct Debit is defined as a Direct Debit system and jurisdiction which imposes strict conditions and time limits not exceeding 2 banking days for revocation of the transfer by the payer or the payer's bank. When either of these systems are available in a market and unless required by applicable local law other methods of remittance are discouraged.

1.1.1(a) monies for sale against which an Agent issues Standard Traffic Documents shall be deemed due by the Agent to the BSP Airline whose ticketing authority is used when they are issued and shall be settled in accordance with the provisions of this section.

1.1.1(a)(i) monies for sales made by an Agent, where the ticket is issued by the BSP Airline on behalf of the Agent and reported using the facility of the BSP, shall be deemed due by the Agent to the BSP Airline and shall be settled in accordance with the provisions of this section in the same way as if the Agent had issued an STD.

1.1.1(b) in the event that the Agent is declared insolvent, bankrupt, is placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal process affecting its normal operation, then notwithstanding the normal remittance procedures set out in this Section all such monies shall become immediately due and payable.

1.1.1(c) in circumstances where a BSP Airline determines that its ability to collect monies for Standard Traffic Documents may be prejudiced by the Agent's financial position such BSP Airline may demand immediate settlement of all such monies;

△ **1.1.2** in circumstances where an Airline is suspended from the BSP ('BSP Airline') the monies due to the BSP Airline are handled according to the applicable procedures within Resolution 850, Attachment 'F'. While IATA's instruction to Agents under Resolution 850 Attachment F paragraph 1(c)(ii)(b) to settle directly with the suspended BSP Airline does not relieve Agents of any payment obligations to the suspended BSP Airline, the irregularity and default action provisions of paragraph 1.7

of this Attachment do not apply while such instruction is in place.

1.1.3 in circumstances where an Agent collects full or part payment for transportation in respect of which reservations have been made on the services of a BSP Airline, the Agent shall issue an appropriate Standard Traffic Document. Thereupon monies for such sale shall be deemed due and settlement shall be made in accordance with the provisions of Subparagraph 1.1.1(a);

1.1.4 Agents shall be required to remit in the currency reported on the ticket and billed to the Agent.

1.2 LENGTH OF REPORTING PERIOD: REPORTING DATE

The provisions of this Paragraph govern the reporting of Transactions within the Reporting Periods and Reporting Dates as determined for each BSP.

1.2.1 for each BSP, reporting shall be as frequent as possible and the Conference shall establish the length of the Reporting Period most suitable to the efficient operation of such Plan.

1.3 AGENCY SALES TRANSMITTALS

Agency sales are provided to the BSP Data Processing Centre in an automated report by the Ticketing System Providers.

1.4 FREQUENCY FOR SUBMISSION OF AGENCY SALES DATA

The frequency by which Agency Sales Data is transmitted to the Data Processing Centre is established by Resolution 854 which requires the System Providers to report daily.

1.5 BILLING

1.5.1 the Data Processing Centre shall compute and prepare a Billing in respect of each Approved Location in accordance with the requirements of the Conference. Such Billings shall incorporate all Accountable Transactions reported by the System Provider with respect to each Approved Location of an Agent;

1.5.2 the frequency at which Billings shall be rendered to Agents shall be established by the Conference.

1.5.3 Where a BSP allows ticket issuance in more than one currency a billing will be produced for each currency used.

1.6 SETTLEMENT—THE REMITTANCE DATE

The provisions of this Paragraph govern the dates, and their frequencies, by which Billings will be settled by Agents

1.6.1(a) Agents shall settle all amounts due in respect of Accountable Transactions and any applicable local charges directly with the Clearing Bank.

1.6.1(a)(i) Where an Agent receives a billing in more than one currency the Agent is obliged to remit in the currency of the billing.

1.6.1(b) ISS Management, following consultation, (which includes receiving comments from the local Joint Agency Liaison Working Group), may require the Agent to provide them with

- the necessary information and
- an authorisation form as may be prescribed by them, permitting the Clearing Bank to draw cheques on, or debit the Agent's trust account or other bank account, in favour of IATA, or the institution designated by ISS Management, in payment of all amounts due to BSP Airlines.

1.6.1(c) When the Agent intends to change its bank(s), or bank accounts(s), the Agent shall give ISS Management 30 days' advance notice by certified/registered mail, or certified letter with return receipt, or in countries where registered/certified mail is not available by use of regular postage and e-mail as appropriate;

1.6.2 Frequency of Remittance

The Conference shall establish the standard frequency of Agents' Remittances under such BSP, and these are as shown at **Attachment A**. The Remittance Date will be communicated to all agents participating in each BSP.

1.6.2.1 the Agent shall remit, by the Remittance Date the amount specified on the Billing for the Remittance Period under settlement. If, exceptionally, the Agent has not received such Billing by the Remittance Date the Agent shall:

1.6.2.1(a) on the Remittance Date, remit the amount its records indicate is owing in respect of such Remittance Period or, in a direct debit situation, the amount determined by ISS Management, and

1.6.2.1(b) immediately upon receipt of the delayed Billing, remit any shortage between the remittance made pursuant to Subparagraph 1.6.2.2(a) above and the amount of the Billing.

1.6.2.1(c) if the Agent fails to remit any such shortage immediately it shall be deemed to be an overdue remittance and Irregularity and Default procedures shall apply in accordance with Subparagraph 1.7.3.

1.6.2.1(d) if the extent of the shortage is such as to lead ISS Management to believe that the Agent attempted deliberately to circumvent the settlement requirements of this Section, ISS Management shall instruct the Clearing Bank to debit the Agent for Clearing Bank charges incurred as a result of the shortage. Such charges shall be included in the Clearing Bank's next Billing to the Agent and shall be due and payable by the Agent on the Remittance Date applicable to such Billing;

1.6.2.2 if the Clearing Bank is closed for business on the day on which the remittance is required to reach the

Clearing Bank under the provisions of Subparagraph 1.6.2, the remittance shall be made by the Agent so as to reach the Clearing Bank before its close of business on the first subsequent day when the Clearing Bank is open for business;

1.6.2.3 an Agent having more than one Approved Location subject to the same BSP may apply to ISS Management for authorisation to remit monies due on behalf of all such Approved Locations through one designated office of the Agent to the Clearing Bank;

1.7 IRREGULARITIES AND DEFAULT

The provisions of this Paragraph govern failures by Agents to adhere to the reporting and remitting procedures set out in Paragraphs 1.2 to 1.6 inclusive, for which an Agency can be served with Notices of Irregularity, or be declared in Default, as appropriate. Agents may also be liable for charges arising from them. The circumstances for this may include:

- Overdue Remittance or Cheque
- Dishonoured Remittance or Cheque
- Failure to Remit in Billing Currency
- Accumulation of the above Irregularities

1.7(a) the Agency Administrator's actions described in this Paragraph, in respect of the non-receipt by the Clearing Bank of Remittances by the due date, shall not apply when the Agency Administrator can determine that the Agent had adequately undertaken all of the required remittance procedures, and that such non-receipt had been caused by extraneous factors.

1.7(b) Conference, or the Assembly where so delegated, may provide for variations from BSP to BSP in respect of the sanctions applicable to such failures, and any such variations shall be notified to all Agents in the relevant BSPs, and incorporated in the relevant provisions of the applicable BSP Manual for Agents.

1.7(c) for the purposes of this Paragraph, where the Agency Administrator issues:

- a demand for payment or
- immediate payment, or
- a demand for immediate reporting

and/or

- accounting and settlement,

the deadline for the Clearing Bank's receipt for such from the Agent is the close of business on the first day it is open for business following the day of the Agency Administrator's demand.

1.7.1 Charges

The Conference may, subject to the provisions set forth in this Resolution and following local consultation, (which includes receiving comments from the local Joint Agency Liaison Working Group), implement a programme of cost-recovery charges to be levied on Agents under the following circumstances:

1.7.1(a) Administrative Charges

- (i) for excessive voiding of Standard Traffic Documents, as established from time to time by ISS Management, in consultation with the Local Customer Advisory Group—Passenger (LCAG-P), and published in the BSP Manual for Agents,
- (ii) for any other failures to comply with BSP procedures and instructions, which generate additional cost to airlines;

1.7.1(a)(i) the levels of such charges shall be determined by the Conference or, where applicable, the Assembly from time to time and, then notified by ISS Management to all Agents subject to the Plan and published in the BSP Manual for Agents;

1.7.1(b) Clearing Bank Charges

Clearing Bank Charges, which shall be in the amount debited to ISS Management by the Clearing Bank as a result of the Agent's failure to remit as prescribed. These will be increased, if applicable, by an amount to compensate for any extra efforts incurred by ISS Management in relation to such failure; and

1.7.1(c) Billing and Settlement of Charges

such charges debited to Agents shall, except as may, wise specified, be included by ISS Management in its first subsequent Billing to the Agent/Location concerned and shall be due and payable by the Agent by the Remittance Date applicable to such Billing. Such charges shall, for the purpose of Subparagraph 1.10.2(b), be deemed to be part of all amounts owing by the Agent;

1.7.1(d) Notification of Charges

when ISS Management is required under any of the provisions of this Section to debit an Agent for charges, it shall simultaneously notify the Agent and Location concerned.

1.7.2 Overdue or Dishonoured Remittance

1.7.2.1 if the Clearing Bank does not receive a remittance due by: the Remittance Date, or immediately on receipt by the Agent of a delayed Billing, a remittance in respect of a shortage as provided for in Subparagraphs 1.6.2, or if an instrument of payment received by the Clearing Bank to effect such remittance is dishonoured on or after the Remittance Date, the Agency Administrator who shall thereupon demand payment from the Agent including any Clearing Bank charges incurred and shall then:

1.7.2.1(a) send to the Agent a Notice of Irregularity in respect of the Location concerned (or, where the Agent has been authorised to remit through one designated office under the provisions of Subparagraph 1.6.2.1(e) or 1.6.2.4 in respect of all Approved Locations covered by such authorisation). A Notice of Irregularity sent pursuant to this Subparagraph shall count as two listed instances of Irregularity for the purposes of the lists provided for in Subparagraph 1.7.6,

1.7.2.1(b) If payment is not received on demand, the Agency Administrator shall immediately notify ISS Management and the Agent, and shall take Default Action with respect to all Locations of the Agent in accordance with Paragraph 1.10.

1.7.2.1(c) in addition to any action prescribed in this Subparagraph, the Agency Administrator shall debit the Agent for costs incurred as a consequence of the late or dishonoured payment;

1.7.2.1(d) if it is established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.5, and settlement of all amounts due is received on demand, the Irregularity if recorded, shall be rescinded;

1.7.2.1(e) if it is subsequently established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.5, and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw such Default and the Notice of Irregularity, if recorded in accordance with Subparagraph 1.7.3.1;

1.7.2.1(f) if, subsequent to an Agent's relinquishment of its accreditation, that Agent fails to remit any monies due, it shall be held to be in default, and the provisions of Paragraph 1.10 shall apply. The Agency Administrator shall thereby cause the termination to be amended to one of default.

1.7.3 Failure to remit in Billing Currency

if the Clearing Bank does not receive a remittance in the same currency as billed to the Agent in the correct amount, the Clearing Bank shall immediately so advise the Agency Administrator who shall thereupon demand immediate payment from the Agent to the correct value of the ticketed currency, including any Clearing Bank charges incurred and shall then;

1.7.3.1(a) send to the Agent a Notice of Irregularity in respect of the Location concerned (or, where the Agent has been authorised to remit through one designated office under the provisions of Subparagraph 1.6.2.1(f) in respect of all Approved Locations covered by such authorisation). A Notice of Irregularity sent pursuant to this Subparagraph shall count as two listed instances of Irregularity for the purposes of the lists provided for in Subparagraph 1.7.8,

1.7.3.1(b) if payment is not received on demand in the billed currency, the Agency Administrator shall immediately notify the Agent, and shall take Default Action with respect to all Locations of the Agent in accordance with Paragraph 1.10,

1.7.3.1(c) in addition to any action prescribed in this Subparagraph, the Agency Administrator shall debit the Agent for costs incurred as a consequence of the late or dishonoured payment,

1.7.3.1(d) if it is established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.7 and settlement of all amounts due is received on demand, the irregularity, if recorded, shall be rescinded,

1.7.3.1(e) if it is subsequently established that such nonpayment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.7, and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw such Default and the Notice of Irregularity, if recorded,

1.7.3.1(f) if, subsequent to an Agent's relinquishment of its accreditation, that Agent fails to remit any monies due, it shall be held to be in default, and the provisions of Paragraph 1.10 shall apply. The Agency Administrator shall thereby cause the termination to be amended to one of default;

1.7.4 Bona Fide Bank Error

a bona fide bank error is one of the following circumstances substantiated by evidence acceptable to the Agency Administrator as provided for in Paragraph 1.7.6.3.

1.7.4.1 Credit Arrangement or Automatic Transfer of Funds

when on the date the cheque or other method of payment was presented to the Bank for payment, sufficient funds should have been available in the account on which the cheque or other method of payment was drawn by virtue of a valid written line of credit or other written arrangement, dated and executed between the bank and the Agent prior to the Reporting Period involved, and the bank erroneously fails to honour such line of credit or other arrangement, or

1.7.4.2 Sufficient Funds

if the bank erroneously fails to honour a valid cheque or other method of payment when sufficient collected funds are in the Agent's account on which the cheque or other method of payment was drawn and available for immediate withdrawal at the time the cheque or other method of payment was presented to the bank for payment;

Note: *'uncollected funds' shall not be considered funds available for immediate withdrawal;*

1.7.4.3 Evidence Acceptable to the Agency Administrator

In all cases a bank letter must be provided to IATA:

- (i) The original bank letter must be sent to IATA within 10 working days by registered post or courier, stating the nature of the error and reason for the delay in remittance
- (ii) A copy of the bank letter may be sent to IATA via fax or as a scanned copy via email
- (iii) The bank letter must be signed by a Manager including name, job title or designation

- (iv) The bank letter must stipulate that the Agent had sufficient available funds on Remittance Date in the stipulated bank account(s), stating the account name and the account number(s).

1.7.5 Accumulated Irregularities

The provisions of this Paragraph govern the procedures that shall apply when an Agent accumulates Notices of Irregularities. Accumulated Irregularities may, ultimately, lead to an Agent being placed in Default.

1.7.5.1 after each Remittance Date, or Settlement Date, the Agency Administrator shall compile and publish to BSP Airlines a list containing the names of all the Agents (and the addresses of the Approved Locations concerned) that have been sent Notice of Irregularity under any of the provisions of these Rules since the preceding Remittance Date.

1.7.5.2 if four (4) instances of Irregularity are recorded on such lists in respect of a Location during any 12 consecutive months, the Agency Administrator shall immediately advise ISS Management and he/she shall take Default Action with respect to all Locations in accordance with Paragraph 1.10;

1.7.6 Agent in Default as an IATA Cargo Agent

if an Agent which is also registered as an IATA Cargo Agent under the IATA Cargo Agency Rules is declared in Default under those Rules in connection with its cargo activities (other than by reason of accumulated irregularities) such Agent shall also be deemed in Default under this Section, and Default Action with respect to all Locations of the Agent shall be taken in accordance with the provisions of Paragraph 1.10 of this Section;

1.7.7 Other Defaults

if an Agent is in Default under another Section either of these or of other IATA Passenger Sales Agency Rules, Default Action shall be taken in accordance with the provisions of Paragraph 1.10 with respect to all Locations of the Agent;

1.7.8 Accounting Irregularity Safeguards

1.7.8.1 in the event an audit or other investigation reveals such irregularities on the part of an Agent as:

- (i) failure to submit all Standard Traffic Documents issued during the Reporting Period,
- (ii) falsely reporting Standard Traffic Documents as having been sold against UATP or other Cards,
- (iii) post-validating Standard Traffic Documents
- (iv) permitting alteration, omission or other falsification of Card data or other required information in the 'form of payment' box on all coupons of original Standard Traffic Documents or on any reissues thereof,
- (v) issuing or reissuing single or multiple Standard Traffic Documents reflected as Card sales having an aggregate face value exceeding the established 'floor limit' without full disclosure to and the authority of the pertinent Card company; or complicity in the issuing or reissuing of Standard Traffic Documents reflected

as Card sales to circumvent credit or reporting procedures,

- (vi) falsification of reports or documents,
- (vii) violation of Standard Traffic Document exchange or refund procedures as specified in the applicable IATA Resolutions and their Attachments, or as published in carriers' tariffs, instructions or elsewhere, and provided to the Agent, or
- (viii) failure to prevent the unauthorised or fraudulent use of computer-generated document numbers for issuance of Electronic Tickets,
- (ix) falsification and/or manipulation of issued Electronic Tickets, such that electronic ticketing data reported differs from electronic ticket data provided to the carrier whose Electronic Ticket has been issued,
- (x) failure to comply with Card sales instructions provided by BSP Airlines, as prescribed in the Travel Agent's Handbook, the BSP Manual for Agents and Resolution 890,
- (xi) persistent failure to comply with the format and the instructions of ISS Management in the calculation of the sales settlement authorisation amounts, resulting in the frequent and regular issuance of Shortage Notices,
- (xii) persistent failure to settle amounts properly owing against Agency Debit Memos (ADMs).

1.7.8.2 under circumstances which lead the Agency Administrator to believe that the Agent is attempting to circumvent the reporting and settlement requirements of this Section, with the result that Members' or Airlines' ability to collect for Standard Traffic Documents sold is seriously prejudiced.

1.7.8.3 the Agency Administrator, in consultation with the LCAG-P shall

- (i) instruct the Ticketing System to prevent further use of Standard Traffic Documents and cause the removal of ticketing authority from the Agent,
- (ii) demand an immediate accounting and settlement of all amounts owing by the Agent, whether or not the Remittance Date for payment thereof has arrived,
- (iii) account for any monies received and
- (iv) notify all BSP Airlines of the action taken.

1.7.8.4 and in circumstance where the Agency Administrator is notified by a BSP Airline of irregular activity by the Agent, which causes chargeback under Resolution 890, to immediately invoke default action as described under paragraph 1.10 of these rules.

1.7.8.5 thereupon, the Agency Administrator shall request the Travel Agency Commissioner, except in cases described under paragraph 1.7.10.4, to review and re-determine the approval of the Agent or Approved Location. Pending this review, the Agent may request an interlocutory review of the Agency Administrator's action by the Travel Agency Commissioner.

1.7.9 Disputed Agency Debit Memo

The provisions of this paragraph should be read in conjunction with the provisions concerning ADMs as provided in Resolution 850m.

1.7.9.1 An Agent may for reason dispute an ADM.

1.7.9.2 An Agent shall have a minimum of 14 days in which to review and dispute an ADM prior to its submission to BSP for inclusion in the billing,

1.7.9.3 When an ADM is disputed prior to it being submitted to the BSP for processing, it will be recorded as disputed, and will not be included in the Billing.

1.7.9.4 if an Agent disputes an ADM within the minimum dispute period it shall be suspended from the BSP process and settlement of the dispute will be for resolution between the Agent and Airline concerned.

- (i) in the event an Agent disputes an ADM and after agreement between the Airline and the Agent, it is determined that the purpose of that ADM was correct, the Airline will advise the Agent and the BSP accordingly and the ADM as originally submitted will be processed;
- (ii) if as a result of an Agent dispute it is determined after agreement between the Airline and the Agent that the ADM needs adjustment, the Airline will submit to the Agent and the BSP the adjusted ADM, in the form of a new ADM, in which case only the new ADM shall be processed.

1.7.9.5 An ADM that has been included in the BSP Billing will be processed for payment.

1.7.9.6 If after 60 days of receipt of a disputed ADM by an Airline the dispute has not been resolved, despite consultation between the Airline and the Agent, such ADM will no longer be suspended and will be withdrawn from the BSP process.

1.7.9.7 Such ADM dispute is now for bilateral resolution between the airline and the agent.

1.8 PREJUDICED COLLECTION OF FUNDS

The provisions of this Paragraph govern the procedures for the protection of BSP Airlines' monies in situations where the ability, or intent, of an Agent to pay them are in doubt.

1.8.1 in the event that the Agency Administrator receives written information, which can be substantiated, leading to the belief that Members' and Airlines' ability to collect monies for Standard Traffic Documents may be prejudiced, the Agency Administrator may remove all Standard Traffic Documents in the Agent's possession,

1.8.2 the Agency Administrator shall so advise ISS Management and, thereupon, the Agency Administrator shall request an immediate review by the Travel Agency Commissioner;

1.8.3 the Travel Agency Commissioner shall review such written information and other factors and shall commence a review under the terms of Review by Travel Agency Commissioner of the applicable Passenger Sales Agency Rules within three working days from receipt of such a request.

1.9 NOTIFICATION OF IRREGULARITY

The provisions of this Paragraph govern the procedures when the Agency Administrator is required under any of the provisions of Paragraph 1.7 to send to an Agent a Notice of Irregularity.

1.9.1 he/she shall immediately send the Agent a registered letter, or certified letter with return receipt, or in countries where registered/certified mail is not available by use of regular postage and e-mail as appropriate in the form prescribed from time to time.

1.9.2 the Notice of Irregularity shall be in respect of the Approved Location concerned, except that a Notice of Irregularity resulting from overdue Remittance by an Agent authorised to remit through one designated office shall be in respect of all Approved Locations covered by the authorisation.

1.9.3 the Agency Administrator shall at the same time send a copy of the letter to the Approved Location concerned, to ISS Management.

1.9.4 such irregularity shall be recorded against the Location concerned by the Agency Administrator on the list maintained pursuant to Subparagraph 1.7.6 of this Section.

1.10 DEFAULT ACTION

The provisions of this Paragraph govern the procedures if Default Action is required to be taken in accordance with any of the provisions of Paragraph 1.7, when the procedures prescribed below shall be followed:

1.10.1 the Agency Administrator shall immediately advise all BSP Airlines and ISS Management that the Agent is in Default at all Locations or at the Location concerned. Airlines and Members which have appointed the Agent shall be notified by e-mail or similar fast method of communication;

1.10.2 the Agency Administrator on declaring an Agent in Default or receiving Notice from a Member that an Agent is in Default shall immediately take the following action:

- (i) advise the Agent in writing, with a copy to ISS Management, that Default Action has been invoked and withdraw from the Approved Location(s) concerned all Standard Traffic Documents,
- (ii) demand an immediate accounting and remittance of all amounts owing by the Agent in respect of the Location(s) concerned whether or not the Remittance Date for payment thereof has arrived,
- (iii) notify the local representatives of BSP Airlines participating in the BSP concerned, and the local representative of any Member having the Agent under appointment but not participating in such Plan, of the Default Action,

1.10.3 on establishing that an Agent is in default, the Agency Administrator shall immediately take the following action:

- (i) establish an up-to-date statement of indebtedness for each of the Approved Locations concerned and bill the Agent for charges incurred as a result of the Agent's failure to make complete settlement by the Remittance Date,
- (ii) establish from its records the ticket serial numbers held at each of the Approved Locations concerned,
- (iii) check any accounting and remittance obtained from the Agent and identify any discrepancies,
- (iv) distribute any monies obtained from the Agent among the BSP Airlines concerned, subject to sub-section 1.10.4.

1.10.4 Encashment of Bank Guarantee, Insurance Bond or Other Form of Guarantee

In the event that an Agent's BSP bank guarantee, insurance bond or other form of guarantee, if applicable, is insufficient to provide a full settlement to each of the BSP Airlines concerned listed in the Billing which has been subject to the Agent's default, each such BSP Airline shall be provided with a prorated amount of the bank guarantee, insurance bond or other form of guarantee in proportion to its percentage share in Billing subject to the default; such calculation shall be without regard to specific Accountable Transactions. In the event that an Agent has provided a separate bank guarantee, insurance bond or other form of guarantee in favour of a specific BSP Airline for Accountable Transactions, such BSP Airline shall not be entitled to any payment under the Agent's BSP bank guarantee, insurance bond or other form of guarantee until all outstanding indebtedness of the Agent to other BSP Airlines shall be discharged.

1.10.5 Disputes and Withdrawal of Defaults

1.10.5(a) an Agent may register the existence of a dispute with the Agency Administrator over a billing of a specified amount as part of its billing. Provided written evidence of such dispute is provided by the Agent to the Agency Administrator the Agency Administrator will ensure that no irregularity or default action will be applied, except where notification is received that the Agent has failed to comply with the provisions of Resolution 890 and action as proscribed under Paragraph 1.7.9 of these rules is being taken by the Agency Administrator;

1.10.5(b) if the Agency Administrator becomes aware, through any source, that there exists between a BSP Airline and the Agent any dispute arising solely from amounts due or claimed to be due to such Airline from the Agent, or vice versa, in respect of the Reporting/Billing Periods for which the Agent was declared in Default, he/she shall withdraw the declaration of Default. In the event that the BSP Airline does not admit the existence of such a dispute, the Agency Administrator shall require the Agent either, to submit documented evidence demonstrating the existence of the dispute or, to pay the amount of the short payment to the BSP. Provided that either of such conditions is met, the Agency Administrator shall withdraw the declaration of Default;

1.10.5(c) pending resolution of the dispute between the BSP Airline and Agent, and where the Agent has remitted the disputed amount to the BSP, the Agency Administrator shall hold such amount for 60 days. If after 60 days the dispute has not been resolved the Agency Administrator shall return the disputed amount to the Agent;

1.10.5(d) thereafter the dispute shall be for bilateral resolution between the Airline and Agent outside the BSP.

1.10.5.1 if the Default is withdrawn, the Agency Administrator shall, also

- (i) reinstate credit facilities and notify the Agent, all BSP Airlines accordingly. Any prior debits to the Agent for Clearing Bank charges incurred as a result of the overdue remittance shall be cancelled (and, in Philippines, the instance of late remittance shall be deleted from the record maintained pursuant to the provisions of 1.7.2), and BSP Airlines shall pay any commission withheld from the Agent.
- (ii) remove the Notice of Irregularity, if any, giving rise to the withdrawn declaration of Default from the list maintained pursuant to the provisions of Subparagraph 1.7.6;

1.10.5.2 thereafter, if the Default is not withdrawn pursuant to Subparagraph 1.10.5 the provisions of Section 3 of this Resolution shall apply.

1.11 REMITTANCE AND SETTLEMENT DELAYED BY OFFICIAL GOVERNMENT ACTION

notwithstanding any other provision contained in this resolution an Agent shall not be sent a Notice of Irregularity, debited for administrative or Clearing Bank charges, nor declared in Default with respect to all or any part of a remittance to the extent that the Agent is unable to make full settlement because of official Government action which directly prevents such settlement; provided that the Agent demonstrates that the amount has been made available for Remittance at a recognised bank but cannot be remitted owing to such official Government action.

1.12 RESPONSIBILITY FOR SETTLEMENT OF CREDIT AND CHARGE CARD ('CARD') TRANSACTIONS MADE AGAINST A CARRIER'S MERCHANT AGREEMENT

The provisions for Credit Card and Charge Card transactions are provided for by Resolution 890.

Section 2—Reporting and Remitting Directly to Members in non-BSP Countries

This Section is applicable to all Approved Locations reporting sales transactions directly to Members in non-BSP countries only.

2.1 MONIES DUE ON ISSUE OF TRAFFIC DOCUMENTS

The provisions of this Paragraph govern the issue of Members' Traffic Documents by Agents, and the monies due to Members.

2.1.1(a) monies for any sales against which an Agent issues its own Transportation Order or a Member's Traffic Document shall be deemed due by the Agent to the Member when it is issued and shall be settled in accordance with the provisions of this Section.

2.1.1(b) in the event that the Agent is declared bankrupt, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal process affecting its normal operation, then, notwithstanding the normal remittance provisions set out in this Section, all such monies shall become immediately due and payable.

2.1.1(c) in circumstances where a Member determines that its ability to collect monies for Traffic Documents may be prejudiced by the Agent's financial position such Member may demand immediate settlement of all such monies;

2.1.2 in circumstances where an Agent collects full or part payment for transportation in respect of which reservations have been made on the services of a Member, such Agent shall issue an appropriate Traffic Document. Monies for such sale shall then be deemed due and settlement shall be made in accordance with the provisions of Subparagraph 2.1.1;

2.1.3 the Member may, subject to applicable currency regulations, designate the currencies in which remittances may be made;

2.1.4 where an Agent requests a Member to issue a Traffic Document on its behalf, monies for such sale shall be due and settled by the Agent when the document is issued.

2.1.5 when a Member incurs a loss of revenue attributable to an Agent's failure to apply the correct fare, rules and conditions applicable to the sale of transportation, for which the Agent issued the Member's Traffic Document, the Member shall invoice the Agent for the amount of the undercollection.

2.1.6 settlement of the invoice shall be due and payable by the Agent by the Remittance Date applicable to the Reporting Period in which the invoice was issued and shall be subject to the Irregularity and Default provisions set out in Paragraph 2.5 for Irregularities and Defaults.

2.1.7 should the Agent be able to demonstrate that the fare, for which the Traffic Document was issued and accounted for, was the subject of either a fare quotation obtained from an applicable airline tariff or reservation system, it will be deemed correct within the context of these Rules.

2.2 SALES REPORTS AND REMITTANCES

The provisions of this Paragraph govern the procedures in which Traffic Documents are reported by Agents, and the monies for them remitted to Members.

2.2.1(a) Agents appointed by the Member may be supplied with such Member's Traffic Documents and such Agents shall provide Sales Reports as well as the remittance due, and all supporting documents. Remittances shall be made at a frequency and date as prescribed by the Member and Sales Reports shall be submitted with the same frequency and by the same date as Remittances.

2.2.1(b) the provisions governing Irregularities and Defaults are as set out under Section 2.5 of this Resolution. If there were no transactions during the Reporting Period, the Agent shall submit a written 'no sales' report in lieu of a Sales Report;

2.2.2 Sales Reports shall cover the Reporting Period so prescribed or permitted, and Sales Reports and Remittances shall be furnished, so as to reach the Member by the respective times set forth in the applicable provisions of Subparagraph 2.2.1.

2.3 AGENTS ON BILLING BASIS

The provisions of this Paragraph govern the procedures for Members to bill Agents for the Transportation Orders issued by them in Members' names.

2.3.1 Agents that have been authorised by the appointing Member to issue their own Transportation Orders drawn on the Member shall be billed by the Member for them at the end of the Remittance Period, as prescribed by the Member, in which the Orders were accepted by the Member.

2.3.2 the Billings shall be issued so as reasonably to permit settlement by Agents by the Remittance Date prescribed by the Member for the relevant Remittance Period. Any Agent which is billed on this basis shall have been required by the Member to draw all such Orders only on the appointing Member's office nearest to the Agent's Approved Location where they are issued. The Member shall require the Agent to forward them to that office without delay.

OR

2.3.3 Remittances shall be made by the Agent to reach the Member not later than:

2.3.3(a) when a frequency greater than once a month is prescribed the Remittance shall be made by the Agent to

reach the Member not later than the fifteenth day after each such Billing Period;

OR

2.3.3(b) notwithstanding anything above, with respect to its own Billings and/or Remittances a Member may establish a greater frequency than that prescribed herein in which case such Member may elect to use the shorter reporting and Remittance Period which results as a basis for determining the Agent's irregularities pursuant to Paragraph 2.5.

2.4 THE REMITTANCE DATE

The provisions of this Paragraph govern and define as the dates by which Remittances shall reach Members. As used in this Section, the term 'Remittance Date' shall designate either:

2.4.1 the day by which Sales Reports (or 'no sales' reports) and Remittances shall reach the Member as specified in Paragraph 2.2 or 2.3; or

2.4.2(a) when such day falls on a Saturday, Sunday or public holiday, the first working day thereafter,

OR

2.4.2(b) in countries where the recognised weekly holiday is not a Saturday and/or Sunday, the Remittance Date shall be the first working day after the recognised weekly holiday.

2.5 IRREGULARITIES AND DEFAULT

The provisions of this Paragraph govern failures by Agents to adhere to the Reporting, Remitting and settlement payment procedures. These can include:

- Overdue Sales Report
- Overdue Remittance
- Dishonoured cheque or payment
- Failure to include sales
- Accumulation of the above Irregularities.

For the purpose of this Paragraph, submission and payment on demand means submission and payment received by the Member before the close of business of its office on the first day such office is open for business following the day of the demand;

2.5.1 Overdue Sales Report/Remittance

2.5.1.1 if a Sales Report and full remittance, or where applicable a 'no sales' report, has not been received by a Member by the Reporting Date or Remittance Date as applicable, the Member shall immediately send to the Agent a Notice of Irregularity in respect of that Location with a copy to the Agency Administrator, as a registered letter, or certified letter with return receipt, or in countries where registered/certified mail is not available by use of regular postage, fax and e-mail as appropriate, in the form prescribed from time to time.

2.5.1.2 the Member shall simultaneously demand immediate submission of the overdue Sales Report and payment of the amounts due, if any. If submission and payment are not made by the Agent on demand, the Member shall immediately declare the Agent in Default by e-mail or similar fast method of communication (and confirming in a full report by registered mail or in countries where registered/certified mail is not available by use of regular postage and e-mail as appropriate) to the Agency Administrator, and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6.

2.5.1.3 at the end of each Reporting Period, the Agency Administrator shall compile a list of all Approved Locations in respect of which such notices were sent during the previous Reporting Period, and shall send a copy of such list to all Members.

2.5.1.4 if four instances of Irregularity (including Irregularities reported under these Rules) are recorded on such lists in respect of a Location during any 12 consecutive months, Default Action shall be taken with respect to such Location of the Agent in accordance with Paragraph 2.6;

2.5.2 Dishonoured Cheque or Other Method of Payment

2.5.2(a) if a cheque or other method of payment in settlement of amounts due by an Agent hereunder is dishonoured after the Remittance Date by a non-payment by the drawee bank, the Member shall without delay send to the Agent a Notice of Irregularity in the form prescribed and demand immediate payment from the Agent. Such Notice shall count as two listed instances of Irregularity for the purposes of the lists provided for in Subparagraph 2.5.3.

2.5.2(b) if payment is not received on demand or is so received, but more than ten calendar days after the Remittance Date, the Member shall immediately declare the Agent in Default by e-mail or similar fast method of communication to the Agency Administrator, and by sending a registered letter, or in countries where registered/certified mail is not available by use of regular postage, fax and e-mail as appropriate, to the Agent (with copy to the Agency Administrator) in the form prescribed from time to time and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6.

2.5.2(c) for the purpose of this Paragraph submission and payment on demand means submission and payment received by the Member before the close of business of its office on the first day such office is open for business following the day of the demand;

2.5.2.1 provided that the Member's actions described herein in respect of the non-receipt of Settlements or Remittances by the due dates shall not apply when the Member or the Agency Administrator determines from factual evidence that the Agent or location had arranged for the payment or remittance of monies, in due time to reasonably ensure receipt by the Member by the submission date or by the Remittance Date as the case may

be, and that such non-receipt had been caused by extraneous factors or bona fide bank error;

2.5.2.1(a) if it is established that non-payment by the drawee bank of such cheque or other debit is due to a bona fide bank error or was caused by extraneous factors, and settlement of all amounts due is received on demand, the irregularities so recorded above shall be rescinded by the Agency Administrator;

2.5.2.1(b) if it is subsequently established that non-payment by the drawee bank of such cheque or other debit is due to a bona fide bank error or was caused by extraneous factors and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw the Default and irregularities so recorded above and shall notify all Members;

2.5.2.2 Bona Fide Error

a bona fide bank error is one of the following circumstances substantiated by evidence acceptable to the Agency Administrator:

(i) Credit Arrangements or Automatic Transfer of Funds

When on the date that the cheque or other debit was presented to the bank for payment, sufficient funds should have been available in the account on which the cheque or other debit was drawn by virtue of a valid written line of credit or other written arrangement, dated and executed between the bank and the Agent prior to the Reporting Period involved, and the bank erroneously fails to honour such line of credit or other arrangement, or

(ii) Sufficient Funds

when sufficient collected funds were in the Agent's account on which the cheque or other debit was drawn and available for immediate withdrawal at the time the cheque or other debit was presented to the bank for payment, and the bank erroneously fails to honour the cheque or other debit,

Note: *'uncollected funds' shall not be considered funds available for immediate withdrawal.*

2.5.3 Accumulated Irregularities

2.5.3.1 at the end of each Reporting or Billing Period, the Agency Administrator shall compile a list of all Approved Locations in respect of which such Notices were sent during the previous Reporting/Billing Period, and shall send a copy of such list to all Members.

2.5.3.2 if four instances of Irregularity are recorded on such lists in respect of an Approved Location during any twelve consecutive months, Default Action shall be taken with respect to such Location of the Agent in accordance with Paragraph 2.6.

2.5.4 Agent in Default as an IATA Cargo Agent

if an Agent which is also registered as an IATA Cargo Agent under the IATA Cargo Agency Rules is declared in Default under those Rules in connection with its cargo activities (other than by reason of accumulated

irregularities), such Agent shall also be deemed in Default at all Locations under these Rules and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6 of this Section;

2.5.5 Failure to Include Sales—Subsequent Detection/Discovery

2.5.5.1 if an Agent fails to include on its Sales Report any of the Traffic Documents issued by the period covered by it, and to remit monies due and such failure is detected after the Remittance Date applicable to the Reporting Period, the following provisions shall apply:

- (i) on learning of such failure, the Member shall immediately send to the Agent by registered mail, or in countries where registered/certified mail is not available by use of regular postage, fax and e-mail as appropriate, a Notice of Irregularity in the form prescribed from time to time, with a copy to the Agency Administrator, for the Reporting Period in which such failure was detected/discovered.
- (ii) the Notice shall demand immediate payment (if not yet made) in respect of the document not reported,
- (iii) such Irregularity shall be recorded by the Agency Administrator against the Location concerned on the list maintained pursuant to Subparagraph 2.5.3,

2.5.5.2(a) if payment is not received from the Agent on demand, the Member shall immediately declare the Agent in Default and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6 or

2.5.5.2(b) if payment is not received from the Agent within 10 days of the Notice of Irregularity, the Member shall immediately declare the Agent in Default and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6;

2.5.6 Notice of Default

the Agency Administrator's notice to Members advising of an Agent's Default shall be sent by appropriate communication medium, immediately upon discovery of the Default.

2.6 DEFAULT ACTION

The provisions of this Paragraph govern the procedures that shall be taken if Default Action to be taken in accordance with any of the provisions of Paragraph 2.5. The procedures prescribed in this Paragraph shall be followed:

2.6.1 the Agency Administrator shall immediately:

- (i) advise all Members that the Agent is in Default at all Locations or at the Location concerned, and
- (ii) notify the Agent in writing by registered mail, or in countries where registered/certified mail is not available by use of regular postage and e-mail as appropriate, of the declaration of Default and of the consequences thereof;

2.6.2 upon receipt of such Notice from the Agency Administrator that an Agent is in Default Members shall in

respect of all Locations of the Agent or of the particular Location specified in the notice:

- (i) discontinue credit, withdraw all Traffic Documents supplied and revoke any authorisation to the Agent to issue its own Transportation Orders drawn on Members,
- (ii) demand an immediate accounting and settlement of all amounts owing by the Agent in respect of the Location(s) concerned whether or not the Remittance Date therefor has arrived,
- (iii) notify the Agency Administrator of all amounts owing to them by the Agent and thereafter advise the Agency Administrator whether proper accounting and settlement have been made;

2.6.3 if at any time, the Agency Administrator becomes aware that there exists between the declaring Member and the Agent any dispute arising solely from amounts due or claimed to be due to the Member from the Agent or vice versa in respect of the Reporting/Billing Period for which the Notice of Irregularity was sent, and/or in respect of previous Reporting/Billing Periods, he shall

- (i) withdraw the declaration of Default,
- (ii) notify the Agent and all Members accordingly.

2.6.4 upon receipt of such notification Members shall pay any commission withheld from the Agent.

2.6.5 The Notice of Irregularity giving rise to the improper declaration of Default shall be removed by the Agency Administrator from the list maintained pursuant to the provisions of Subparagraph 2.5.3.

2.7 INDEMNITY

if a Member sends a Notice of Irregularity to an Agent or declares an Agent in Default and such action is found subsequently to have been wrongly taken, the Member taking such action shall indemnify IATA, its officers and employees and other Members against all claims (including legal costs) arising from acts performed in reliance on such action; provided that in case of an out of court settlement such indemnifying Member shall have approved the terms of the settlement;

2.8 REMITTANCE AND SETTLEMENT DELAYED BY OFFICIAL GOVERNMENT ACTION

notwithstanding any other provision contained herein an Agent shall not be sent a Notice of Irregularity, debited for administrative or Clearing Bank charges nor declared in Default with respect to all or any part of a remittance to the extent that the Agent is unable to make full settlement because of official Government action which directly prevents such settlement; provided that the Agent demonstrates that the amount has been made available for remittance at a recognised bank but cannot be remitted owing to such official Government action.

Section 3—Consequences of Default to BSPs and to Members

3.1 DETERMINATION OF AGENT'S INDEBTEDNESS TO MEMBERS/AIRLINES

The provisions of this Paragraph govern the procedures that shall be implemented when an Agent declared in Default owes monies to BSP Airlines.

3.1.1 When Settlement has been made

when the Agency Administrator has determined that an Agent declared in Default under any of the provisions of these Rules has effected settlement of amounts due, if any, as provided for in Default Actions (Subparagraphs 1.10.2(ii) and/or 2.6.2(ii)), the provisions of Paragraphs 3.3 through 3.5 inclusive shall apply;

3.1.2 When Settlement has not been made

3.1.2(a) when the Agency Administrator has determined that an Agent declared in Default under any of the provisions of these Rules has failed to settle amounts due as provided for in Default Actions (Subparagraphs 1.10.2(ii) and/or 2.6.2(ii)), he/she shall give the Agent notice of termination of the Sales Agency Agreement; Paragraph 3.2 below provides for the settlement of monies due, including minimum repayment amounts and a schedule for the balance. Provided that the Agent effects settlement agreed under Paragraph 3.2, the termination will not take place.

3.1.2(b) if an Agent dishonours a repayment schedule the original termination notice will be deemed valid even though the termination may occur at a date other than that specified originally, and the provisions for this in the applicable Passenger Sales Agency Rules shall apply.

3.2 SETTLEMENT OF AMOUNTS DUE

The provisions of this Paragraph govern the settlement of monies due by an Agent declared in Default.

3.2.1 when an Agent declared in Default is able to demonstrate to the Agency Administrator prior to the termination date specified in his notice of termination that:

- (i) either all outstanding amounts, if any, have been settled, or
- (ii) at least 50% of the outstanding amount has been settled and a firm schedule for repayment by instalments within six months of the balance plus interest at the official (prime) bank rate plus one percent has been agreed between the Agency Administrator and the Agent;

- △ (iii) an alternative repayment schedule and conditions have been agreed between the Agent and either the Agency Administrator or IATA, a fraction of such amount has been settled and a firm schedule for repayment by instalments over an agreed period of the balance plus interest at the official (prime) bank rate plus one percent has been agreed between the Agency Administrator and the Agent; such alternative

repayment schedule shall extend over no more than 12 months;

3.2.2 the Agency Administrator shall notify Members, Airlines and ISS Management accordingly.

⊗

3.3 REVIEW BY THE AGENCY ADMINISTRATOR

3.3(a)–3.3.2 Agents able to demonstrate financial qualification

3.3(a) when the Agency Administrator is satisfied that the Agent has effected settlement of all outstanding amounts, he/she shall require the Agent to furnish a bank guarantee or an approved insurance guarantee or bond equivalent to sales at risk;

3.3.1(a) (Canada & Bermuda only) if the Agent has previously supplied to the Agency Administrator a temporary financial security under any provisions of these Rules, the Agent shall be required to demonstrate to the Agency Administrator that its financial and credit standing meet the requirements specified within the applicable Passenger Sales Agency Rules by the submission of satisfactory financial statements. When the Agent satisfies those requirements the Agency Administrator shall so notify BSP Airlines;

3.3.1(b) provided the Agent satisfies the qualifications set forth in 3.3(a) and furnishes a bank or insurance guarantee and, in the case of Default resulting from accumulation of Notices of Irregularity demonstrates it has taken adequate measures to prevent recurrence of such irregularities, the Agency Administrator shall so notify BSP Airlines;

3.3.1(c) following reinstatement the Agency Administrator shall conduct a financial review of the Agent to determine if the Agent is still required to furnish a guarantee. Such review will only be conducted based on the financial position and audited accounts of the Agent dated following the reinstatement and full settlement of all previous outstanding amounts. He/she may, by letter to the Agent, request that documents be provided by a specific date which date shall be no earlier than seven days from the date of the request.

3.3.1(d) if the results of the financial review detailed in 3.3.1(c) above determine that the Agent's financial situation is sufficiently secure the Agency Administrator may remove the requirement for the Agent to continue furnishing a guarantee.

3.3.1(e) after reinstatement Agents may be required to continue to provide a guarantee subject to the results of any financial review.

AND (All Countries)

3.3.2 ISS Management shall re-supply STDs upon advice of a Member or Airline that it has placed its ticketing authority with the Agent at the Location(s) concerned,

3.3.3 Agents not able to demonstrate financial qualification

if the Agent having settled all outstanding amounts, if any, is unable to demonstrate to the Agency Administrator by a specified date that its financial and credit standing satisfies the qualifications set forth in the applicable Travel Agent's Handbook or Passenger Sales Agency Rules and, in the case of Default resulting from accumulation of Notices of Irregularity, that it has taken adequate measures to prevent recurrence of such irregularities, the Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement or of removal from the Agency List as the case may be. If, prior to the date of termination or removal, the Agent eliminates the grounds for such termination or removal to the satisfaction of the Agency Administrator, the termination or removal shall not take effect.

3.4 EFFECTS OF RETENTION AFTER DEFAULT

a Defaulting Agent whose Agreement has not been terminated shall be cleared of all irregularities recorded against all its Locations prior to the Default. For the purposes of Subparagraphs 1.7.6, the commencement of the 12-month period (or 6-month period for the Philippines) shall be the date of the Agency Administrator's notification pursuant to Subparagraph 3.3.1.

3.5 REVIEW BY TRAVEL AGENCY COMMISSIONER

when an Agent's Sales Agency Agreement is terminated or its Approved Location is removed from the Agency List pursuant to the provisions of Subparagraph 3.1.2 or Paragraph 3.3, the Agent may, within 30 days of the termination or removal, invoke the procedures for review of the Agency Administrator's action by the Travel Agency Commissioner.

RESOLUTION 832

Attachment 'A'

FREQUENCY OF AGENT REMITTANCES

BSP	Permitted remittance frequencies	Monthly remittance	Twice Monthly remittance	Greater than Twice Monthly remittance	Weekly remittance	Greater than Weekly remittance
Resolution 800	Monthly or Twice Monthly ¹	Remittances shall be made by the Agent to reach the Clearing Bank by not later than its close of business on the date established by the Conference which date shall not be earlier than the tenth nor later than the fifteenth day of the month covered by the billing	Remittances shall be made by the Agent to reach the Clearing Bank by not later than its close of business on the last day of the month in respect of billings covering the first 15 days of the month and the 15 th day of the following month in respect of billings covering the period from the 16 th to the last day of the month ²	Remittances shall be made by the Agent so as to reach the Clearing Bank by not later than its close of business on the fifth day following the reporting dates so determined	-	-

Note

¹ or such greater frequency as the Conference shall determine, provided that individual Agents may elect to remit at such greater frequency and for such length of time as the Conference shall deem appropriate

² provided that, with the exception of Resolution 800 countries within Area 3, the Conference may adjust the period within which remittances are required to reach the Clearing Bank by not more than five calendar days to meet the special requirements which shall be demonstrated by a particular Billing and Settlement Plan
(Secretary's Note – Detailed information regarding the remittance cycles established in each Billing and Settlement Plan can be found in the local Chapter 14 of the BSP Manual for Agents)

RESOLUTION 838

CHANGE OF TRAFFIC DOCUMENTS BY AGENTS

PAC1(46)838(except USA)
PAC2(46)838
PAC3(46)838

Expiry: Indefinite
Type: B

RESOLVED that the following provisions shall govern changes by Agents to Traffic Documents; provided that nothing in this Resolution shall preclude Members from establishing additional restrictive conditions on a unilateral or multilateral basis.

1. GENERAL

1.1 at a passenger's request, an Agent may effect a change of reservation or effect a rerouting (without changing the point of origin) under the conditions specified in the following paragraphs. In such case, the Agent shall ensure that all space originally reserved in respect of the segment affected by the change is promptly cancelled.

1.2 all documents presented for reissue shall be checked against the official record of Traffic Documents which are not to be honoured, to the extent such record is locally accessible to the Agent.

2. CHANGE OF RESERVATION ELECTRONIC TICKETS ONLY

alterations to Electronic Tickets/flight coupons shall be made in accordance with Members specific instructions and as provided for by the automated ticketing systems.

3. VOLUNTARY REROUTING

(change made at passenger's request)

3.1 an Agent shall not reissue a Traffic Document

3.1.1 when the document presented for reissue was issued or originally issued in currencies or countries with exchange control restrictions,

3.1.2 when the document presented for reissue is not valid or is restricted for reissue by the fare rule, the discount applied or the form of payment or shows any other remarks restricting issue,

3.1.3 when the effect of reissue would be to change the type of fare (e.g. normal fare into excursion fare) or grant a reduction (e.g. normal fare into youth fare) for an itinerary involving a sector already flown;

3.2 in all other cases, an Agent may reissue a Traffic Document, provided authorisation to do so has been requested from and given by the issuing airline shown on the document presented for reissuance, or by the airline shown in the 'Original Issue' box. Such authorisation is not required if a document is reissued, without changing the routing, only to change the carrier named

for transportation to become the carrier shown in the 'Original Issue' box of the ticket;

3.3 the reissued document shall be issued only in the name of the carrier which issued the document presented for reissue, or the carrier shown in the 'Original Issue' box;

3.4 any restrictive remark shown on the document, presented for reissue, must be carried forward on the new document;

3.5 an Agent shall not issue a miscellaneous document against an unused or partly used document;

3.6 when authorisation to reissue is required, written evidence of such authorisation shall be obtained and made available on request by the respective carrier, except where Electronic Ticketing processes are used.

4. INVOLUNTARY REROUTING

(change due to special airline operational circumstances)

4.1 in the case of involuntary rerouting, reissuance of tickets and change of reservations data on the ticket are restricted to air carriers;

4.2 reissuance of involuntarily rerouted tickets and change of reservations data on such tickets are also restricted to air carriers.

Editorial Note: Amendments to Resolution 838 are subject to unanimous concurrence by the Passenger Services Conference.

RESOLUTION 850e

INDUSTRY SETTLEMENT SYSTEMS

PAC1(49)850e(except USA) Expiry: Indefinite
PAC2(49)850e Type: B
PAC3(49)850e

WHEREAS the 1998 IATA Annual General Meeting agreed to restructure the IATA Industry Settlement Systems and has delegated responsibility to IATA Settlement Systems Management (hereinafter "ISS Management") for the management and efficient operation of this business activity and, to that end, has authorized changes in the management and operation of the IATA Industry Settlement Systems (hereinafter "ISS"), and

WHEREAS, it is therefore necessary to recognize the responsibility of ISS Management for all ISS administration and operational functions, such as:

- ISS budgets (cost and revenues)
- ISS staffing
- ISS contracts (service agreements) to include signature authority
- ISS office management and administration

and further to recognize that ISS matters will be supervised by the IATA Board of Governors, now it is

RESOLVED that upon this Resolution becoming effective:

1. All authority and responsibilities previously delegated by the PACConf to the BSPC and through the BSPC to the BSP Panels and their Steering Panels are subject to the condition that no such authority or responsibility shall be exercised with respect to the administrative and operational functions to be performed by ISS Management on ISS matters at the direction of the IATA Board of Governors, who shall act on the advice of the IATA Financial Committee.

2. This condition is without prejudice to, and shall not limit, all other authority and responsibilities currently exercised by the PACConf including the relationship between airlines and agents, provided, however, that PACConf shall take action to identify and amend the Passenger Sales Agency Rules and other PACConf Resolutions as required to implement the condition imposed in Paragraph 1.

3. PACConf hereby establishes, wherever a BSP is in operation, a Local Customer Advisory Group (LCAG), to provide advice to ISS Management on customer service issues, and to ISS Management and the PACConf on Industry Settlement Systems standards. Rules and Procedures, for these groups, will be developed by the PACConf. The PACConf shall determine the procedures for establishing membership of the CAGs.

RESOLUTION 850m

ISSUE AND PROCESSING OF AGENCY DEBIT MEMOS (ADMS)

PAC1(50)850m(except USA) Expiry: Indefinite
PAC2(50)850m Type: B
PAC3(50)850m

WHEREAS the Passenger Agency Conference ("the Conference") wishes to promote a consistent and standard set of rules for BSP practices,

It is RESOLVED that the following principles will be followed,

1. INTRODUCTION

1.1 The ADM serves to notify an Agent that unless there is some justification to the contrary, the Agent owes the issuing BSP Airline the amount shown on the ADM for the reasons indicated.

1.2 ADMs are a legitimate accounting tool for use by all BSP Airlines to collect amounts or make adjustments to Agent transactions in respect of the issuance and use of Standard Traffic Documents issued by the Agent. Alternative uses of ADMs may exist provided that consultation has taken place either individually with the Agent or a local representation of Agents, or through the applicable local joint consultative forum.

1.3 ADMs are to be specific in their detail as to why a charge is being made.

1.4 BSPlink (ASD in China) is mandated as the exclusive medium through which ADMs must be billed and disputed.

2. AIRLINE POLICY

2.1 Airlines are required to publish their ADM policies to Agents through BSPlink (ASD in China) in advance of implementation.

2.2 Where possible the model shown in the Attachment to this Resolution should be applied.

3. BSP PROCESSING OF ADMs

3.1 ADMs shall only be processed through the BSP if issued within nine months of the final travel date. ADMs referring to refunds made by the Agent shall be processed through the BSP if issued within nine months after such refund has been made by the Agent. Any debit action initiated beyond this period shall be handled directly between the BSP Airline and the Agent.

3.2 ADMs/ACMs may be processed through the BSP, for a maximum period of 30 days following default action taken against an Agent in accordance with Resolution 818g, Attachment 'A', Section 1.10.

4. ISSUANCE PRINCIPLES

4.1 Airlines should consider establishing policies for a minimum value for the issuance of a single ADM. Where such minimum is established it may be published to Agents.

4.2 In principle ADMs should not be raised for the collection of administration fees.

4.3 If there is an administrative cost associated with the raising of an ADM it should be incorporated in the same ADM document raised for the adjustment. The inclusion of the administration fee must be communicated to the agent.

4.4 Airlines shall provide Agents with the phone or fax number and email address of a person or department that has knowledge of the concerned ADM.

4.4.1 Whenever a Fare Calculation Mode Indicator (FCMI) has been provided by a ticketing system to the Airline, the Airline shall include the FCMI in any ADM raised to an Agent.

4.5 An Agent shall have a maximum of 15 days in which to review and dispute an ADM prior to its submission to BSP for processing.

4.6 all disputes are to be settled by the Airline within 60 days of receipt.

4.7 If it is established that an ADM is not valid it must be cancelled.

4.8 Where ADMs are withdrawn by BSP Airlines, any administration fee that may have been levied will be withdrawn, or refunded to the Agent. In the event the ADM is refunded to the Agent, the Airline cannot charge an administrative fee associated to the refund.

4.9 Following consultation and if both parties agree a disputed ADM may be referred to the Travel Agency Commissioner to be resolved.

4.10 An ADM that has been included in the BSP billing will be processed for payment. Any subsequent dispute of such ADM, if it is upheld by the Airline, will be dealt with directly and where applicable may result in the issue of an Agency Credit Memo (ACM).

RESOLUTION 850m

Attachment ‘A’

MODEL ADM INDUSTRY PROCEDURES

1. DESCRIPTION

1.1 ADMs are a legitimate accounting tool for use by all BSP Airlines and should only be used to collect amounts or make adjustments to agent transactions in respect of the issuance and use of Traffic Documents issued by or at the request of the Agent.

1.2 Alternative uses of ADMs may exist provided that consultation has taken place either individually with the Agent or through the applicable local joint consultative forum.

1.3 ADMs are to be specific in their detail as to why a charge is being made.

1.4 Any ADM relates to a specific transaction only, and may not be used to group unrelated transactions together, however, more than one charge can be included on one ADM if the reason for the charge is the same, and a detailed supporting list is provided with the ADM.

1.5 In the event an airline decides to apply a charge for under-collection or incorrect ticketing on a sale or for the adjustment of a refund issued incorrectly or incorrectly calculated, such charges must be clearly explained in the carriers published ADM policy or must be agreed with Agents bilaterally in writing.

1.6 No more than one ADM should be raised in relation to the same original ticket issuance. When more than one ADM is raised in relation to the same ticket it shall be specified for a different adjustment to previous issues.

1.7 All rejected or disputed ADMs must be handled by BSP Airlines in a timely manner.

1.8 Except where otherwise agreed in a market ADMs should not be used to collect third party costs not directly associated with the initial ticket issuance of a passenger journey.

1.9 When ADMs are raised for administration fees the level of such fees should be commensurate with the cost of the work incurred.

1.10 When the Agent has used an automated pricing system to generate the total ticket price including fare, tax, fees and charges specific to the purchase, and subsequent issuance, of a ticket for a journey, and there has been absolutely no manipulation by the Agent, on such price the ticketing systems shall send a Fare Calculation Mode Indicator (FCMI) to the airline, in accordance with the provisions of IATA PSC Resolutions 722f and 722g, to identify automated pricing has been used. The airline shall ensure the FCMI indicator is passed to an Agent in the event an ADM is issued.

RESOLUTION 850p

FINANCIAL SECURITIES

- △ PAC1(53)850p(except USA) Expiry: Indefinite
PAC2(53)850p Type: B
PAC3(53)850p

"WHEREAS certain Sales Agency Rules provide that an Agent may meet the Local Financial Criteria by the provision of a Financial Security;

WHEREAS the Passenger Agency Conference (hereafter referred to as "the Conference") wishes to make a wide range of Financial Securities available to Agents; and

WHEREAS non-payment of a claim against a provider of such Financial Security will result in financial loss to Members and Airlines;

It is hereby RESOLVED that,

1. DEFINITIONS

1.1 The definitions of terms and expressions used in this Resolution are contained in Resolution 866.

1.2 "BANK" means a financial institution that is authorised to provide banking services in the jurisdiction in which that bank will guarantee the payment to Members or Airlines through any acceptable Financial Security set out in section 2.1 in the event of default by an Agent.

1.3 "FINANCIAL SECURITY PROVIDER" (hereafter referred to as "Provider") means an independent third party entity other than a bank that guarantees payment to Members or Airlines through any acceptable Financial Security set out in section 2.2 in the event of default by an Agent.

2. ACCEPTABLE FINANCIAL SECURITY TYPES

2.1 The following individual financial security types provided by a Bank:

2.1.1 Bank Guarantee

2.1.2 Standby Letter of Credit

2.1.3 Letter of Credit

2.2 The following individual financial security types provided by a Provider:

2.2.1 Insurance bond

2.2.2 Surety bond

2.3 Default Insurance Programme

- 2.4 Global Default Insurance

2.5 Any Provider of the acceptable financial security types in 2.2–2.3 is required to meet the criteria as referred to in section 3 of Resolution 850p.

- 2.6 Any Provider of the acceptable financial security type under 2.4 is required to meet the criteria referred to in section 4 of Resolution 850p.

3. EVALUATION OF PROVIDERS AND THEIR PRODUCTS

3.1 IATA will establish criteria for the consistent evaluation and approval of Providers and Provider products, and will make such criteria available to all interested parties. The criteria will be subject to review and amendment by IATA annually, or more frequently as may be necessary due to changes in the Financial Security and/or insurance markets;

3.1.1 No Provider or Provider product will be accepted for the purposes of an Agent meeting the Local Financial Criteria by the provision of additional Financial Security where permitted by the applicable Sales Agency Rules unless such Provider or Provider product has been approved by IATA in accordance with this Resolution.

3.2 IATA will conduct, at a minimum, an annual review of all Providers and Provider products previously approved by IATA. After such review(s), IATA will determine whether such Provider or Provider product meets criteria in effect at that time;

3.3 The result of the initial and periodic evaluation shall be reported to the LCAGP and APJC as appropriate. Their views shall be relayed to IATA, who will decide whether to accept Financial Security instruments from the Provider;

3.4 The result of the evaluation will be advised to the Provider, LCAGP and APJC as applicable.

- 4. EVALUATION OF THE GLOBAL DEFAULT INSURANCE AND PROVIDERS

4.1 IATA will establish criteria for the evaluation of the Global Default Insurance and Providers. The criteria will be subject to review and amendment by IATA annually or more frequently as may be necessary due to changes in the insurance market or the Providers.

4.2 IATA will assess the performance of the Global Default Insurance and Providers considering the annual renewal process.

4.3 The results of the annual evaluation will be reported to the Passenger Agency Conference Steering Group and subsequently to the Passenger Agency Programme Global Joint Council.

5. EXCEPTIONS

5.1 NEW ZEALAND ONLY—TRAVEL AGENCY ASSOCIATION OF NEW ZEALAND (TAANZ)—AGENT BONDING AGREEMENT. Whereas IATA has entered into an agreement with TAANZ to provide a Financial Security, it is hereby RESOLVED that the aforesaid agreement is excepted from the provisions of this Resolution 850p insofar as TAANZ is accepted as a Provider and the bonding scheme provided by TAANZ is accepted as a Financial Security notwithstanding the provisions of Section 2 above.

5.2 INDIA ONLY: Travel Agents' Association of India (TAAI) and Travel Agents' Federation of India (TAFI) and/or any National Association of Accredited Agents' in India (Association)—JOINT BANK GUARANTEE AGREEMENT. Whereas IATA may enter into an Agreement with the Associations to provide a Financial Security subject to all participating Airlines' agreement on terms and conditions of the Scheme. It is hereby RESOLVED that the aforesaid Agreement is excepted from the provisions of this Resolution 850p insofar as the Association/s is/are accepted as a Provider/s and the Joint Bank Guarantee Scheme/s provided by the Association/s is/are accepted as Financial Security notwithstanding the provisions of Section 2 above.

RESOLUTION 852

DESIGNATION AND SELECTION OF TICKETING AIRLINE

PAC1(47)852(except USA)	Expiry: Indefinite
PAC2(47)852	Type: B
PAC3(47)852	

The following covers all types of tickets issued under Billing and Settlement Plan conditions:

1. METHOD OF DESIGNATING A TICKETING AIRLINE

1.1 For issue of Electronic Tickets designation of the ticketing airline shall be accomplished by specifying to the ticketing system, either prior to or at the time of requesting generation of the ticket(s), the identity of the airline selected.

2. ORDER OF PRIORITY IN SELECTION OF THE TICKETING AIRLINE

The selection of the ticketing airline shall be governed by the following strict order of priority, which must be observed at all times:

2.1 the ticketing airline shall be any BSP Airline participating in the transportation, or a BSP Airline acting as the General Sales Agent for any airline participating in any sector of the transportation in the country of ticket issuance, provided that the selection of Validating Carrier conforms to the requirements of the fare rules where applicable and subject to the existence of a valid interline agreement between the ticketing airline and each transporting airline,

2.2 if none of the situations described in Subparagraph 2.1 apply, the ticketing airline may be any other BSP Airline providing the Agent has received written authorisation from that BSP Airline to issue Standard Traffic Documents for such transportation.

2.3 When an Electronic Miscellaneous Document (EMD) is issued, the ticketing airline shall be any BSP Airline, or a BSP Airline acting as the General Sales Agent for the Airline, delivering a service on the EMD. In the event that none of these situations apply, the provisions documented in paragraph 2.2 shall apply.

Note: Where a BSP Airline has given written authority to use its ticketing authority under the alternative in Subparagraph 2.2 of this Attachment, STDs may be used for all airline passenger transportation and associated services.

RESOLUTION 860a

PASSENGER AGENCY PROGRAMME GLOBAL JOINT COUNCIL (PAPGJC)

- △ PAC1(53)860a(except USA) Expiry: Indefinite
PAC2(53)860a Type: B
PAC3(53)860a

Resolved that the Passenger Agency Programme Global Joint Council be established to manage the agent/airline relationship, provide a consultation forum for Conference decisions and jointly promote the IATA Passenger Agency Programme to airlines and agents.

1. THE JOINT COUNCIL

The Joint Council, hereinafter referred to as the "Council", is responsible for providing oversight on those aspects of the Passenger Agency Programme relevant to the Agent/Airline relationships.

2. COMPOSITION

- △ 2.1 The Council shall be composed of a maximum of 24 members and shall include equal representation of Member Airlines and Travel Agency representatives:

2.1(a) the Airline delegates shall be selected from Members serving on the Steering Group of the Passenger Agency Conference and to the extent possible shall represent the three IATA Conference areas,

2.1(b) Travel Agency representation shall be as designated by recognised agency associations, and to the extent possible shall represent the three IATA Conference areas,

2.1(c) the Council shall nominate its own Chairman and deputy Chairman. The position of Chairman shall be non-voting. In the event the Chairman is elected from voting members, an alternate voting member shall be nominated to take the voting seat vacated by the Chairman. The initial renewable term of the Chairman shall be two years;

2.2 The Chairman of the Passenger Agency Conference shall be invited to attend Council meetings in an observer capacity;

2.3 the Council shall set its rules and procedures, provided that the quorum necessary to take action shall be not less than two-thirds of the members of each of its two constituencies. The Chairman may authorise the presence of observers, where he deems it advantageous to address the issues before the Council;

2.4 the Council shall act by submitting recommendations that must first be approved by a simple majority present of each of the two constituencies;

2.5 the Council shall meet not less than twice annually, and at least one meeting shall be arranged to coincide with the publication of the Passenger Agency Conference Agenda;

2.6 IATA shall provide adequate Secretariat support for meetings of the Council. Reports and recommendations of the Council shall be placed on the agenda of the Passenger Agency Conference.

2.7 European Issues

If a significant issue or number of issues relating purely to Europe or the European Union/European Economic Area arise, the Council composition will be adjusted to allow for additional delegates representing countries in Europe to attend. Thereafter and where appropriate, such issues will be addressed as a separate meeting. The Agency Administrator and the Chief Executive of ECTAA shall be ex officio members.

3. RESPONSIBILITIES

3.1 The Council shall be responsible for making recommendations to Conference on the development, management and marketing of the Passenger Agency Programme which shall include the consideration and development of an Ombudsman. The Council may make recommendations to Conference for improvements to all aspects of the Agency Programme.

3.2 The Council shall review the Conference agenda immediately after publication and in any event no later than 30 days from publication.

3.2.1 The Council shall be authorised to review all agenda items, and recommend changes to proposed resolution amendments having a direct impact on the Agent/Airline relationship. The procedure for taking forward Council recommendations shall be as per the following provisions:

3.2.1(a) any recommendations shall be included with the next Conference agenda submittal by the Secretary;

3.2.1(b) the Conference will review both the original proposal and the amended proposal submitted by the Council. If Conference takes action to adopt the original proposal the matter will be referred back to the Council, and the resolution amendments shall be held suspended pending review by the Council;

3.2.1(c) provided there are issues to be addressed, the Council shall convene to review the decisions of PACConf immediately following such Conference, and in any event no later than 30 days following that Conference;

3.2.1(d) following the review any changes to the proposal, including any recommendation for deferral of implementation, shall be presented to the Conference for consideration by mail vote, or as a recommendation for an agenda submission to the next PACConf;

3.2.1(e) thereafter the Secretary will declare the result, whether in favour of the Council recommendation or that agreed at Conference, and the new or amended resolution change will be adopted;

3.2.1(f) the Council shall also review any on-site items considered by the Conference and recommend any changes as per the procedure listed above;

3.2.1(g) the Council is not authorised to change or ignore Resolutions.

3.3 Strategic Issues

3.3.1 The Council may establish a Strategic Forum comprised of representatives from the Council and IATA.

3.3.2 Such Forum shall comprise of an equal number of airline and Agent representatives which shall not exceed six from each side and may invite relevant interested organisations to participate in discussions on agenda items. The Forum is charged with exchanging information and developing strategic issues relating to passenger distribution standards and the industry infrastructure. It will also address any issues referred to it by the Council.

3.3.3 The Forum shall meet as required and such meetings will normally be held immediately prior to the Council meeting. The Forum has no decision making authority, reports to the Council and any recommendations will require the approval of the Council before being submitted to any other decision making body.

3.3.4 Subject to the unanimous agreement of both Agents and airlines the Council may issue Press Releases and public statements on topics that are part of their responsibilities.

4. AGENCY FEES

The Council may recommend to Conference changes to agency fees.

5. TECHNICAL ADVISORY GROUP

5.1 the Council may establish a Technical Advisory Group (TAG) to consider any technical, operational aspect of the Passenger Agency Programme concerning Accredited Agents, BSP Airlines and GDSs. The TAG will be under the direct control of the Council and the Council Chairman will chair its meetings.

5.2 IATA will provide adequate Secretariat support for the TAG, including legal services.

5.3 The TAG will:

- (i) be composed in equal numbers of qualified staff of both airline and agent members of the Council
- (ii) consist at a minimum of two airline and two agent representatives as nominated by the Council
- (iii) determine best practice solutions and make recommendations to the Council in the form of technical proposals describing industry process improvements
- (iv) provide feedback, as required, on technical or operational resolutions or recommended practices of the Passenger Services Conference relating to matters that impact the Passenger Agency Programme

5.4 the TAG may additionally include experts from GDSs and tariff filing agencies to advise on industry technical processes, and to assist in the examination of the same in order to provide recommendations for process improvements in the interests of industry efficiency, through the elimination of errors and the achievement of cost reductions.

5.5 Recommendations of the TAG will be subject to approval by the Council.

6. TRAVEL AGENCY COMMISSIONER PROGRAMME

6.1 The Travel Agency Commissioner Programme (hereinafter TAC Programme) is under the purview of the Council.

6.2 The Council shall receive and approve the budget of the TAC Programme in compliance with the following principles:

- the costs of the TAC Programme shall be borne in equal proportions by Members and Accredited Agents
- funding for the Programme shall be furnished through IATA, which shall provide 50% from monies contributed by all IATA Members, and 50% from monies contributed by all IATA Accredited Agents
- each IATA Accredited Agent may be called upon to contribute not less than USD 5.00 nor more than USD 10.00 per year or acceptable equivalent per location

6.3 The Council shall control the budget and associated expenditures. It will in particular monitor that expenditures are in line with the terms and objectives of the TAC office.

6.4 Part of the expenditures should be associated to the establishment and update of a public database of TAC decisions.

6.5 Part of the expenditures should be associated to the reimbursement of travel expenses incurred by PAPGJC Travel Agency representatives attending PAPGJC meetings:

- (i) The expenses that will be covered by the Fund must relate exclusively to attendance by authorized agency representatives at the Passenger Agency Programme Global Joint Council (PAPGJC) industry meetings on global issues directly related to the IATA Agency Programme
- (ii) The Fund will cover the cost of air travel (economy class for flights up to five hours, business class for flights of five hours or more, the costs of such air travel to be refunded on the basis of the currently available best market price) for Travel Agency representatives travelling directly to and from the meeting, and meals, accommodation, ground transportation and other reasonable expenses.

6.6 The Council shall receive regular reports provided by IATA on TAC's activities in a format and at a frequency determined by the Council.

7. IMPLEMENTATION

Upon implementation of this resolution, the following resolution shall become simultaneously rescinded.

PAC1(38)860 (except USA)

PAC2(38)860

PAC3(38)860

RESOLUTION 862**JOINT AGENT AND AIRLINE
CONSULTATIVE MEETINGS**

PAC1(48)862(except USA)

PAC2(48)862

PAC3(48)862

Expiry: Indefinite

Type: B

WHEREAS there are a number of joint airlines and travel agent consultative bodies established by the Conference under separate resolutions, now it is

RESOLVED that all such consultative meetings shall comprise of equal representatives from both Airlines and Travel Agents. This shall include, but is not limited to, Agency Programme Joint Councils (APJCs) and Joint Agency Liaison Working Groups.

RESOLUTION 866

DEFINITIONS OF TERMS USED IN PASSENGER AGENCY PROGRAMME RESOLUTIONS

△ PAC1(53)866(except USA)	Expiry: Indefinite
PAC2(53)866	Type: B
PAC3(53)866	

WHEREAS the Passenger Agency Conference in application of the procedures established with global and regional joint bodies, has defined terms and expressions commonly used in Resolutions of the Conference, and

WHEREAS it is in the interest of transparency and convenience that all such definitions be published in a single global Resolution of the Conference,

AND noting that they are published below to be read with specific reference to the Resolution(s) in which they are used, it is

RESOLVED that the following definitions shall apply to terms and expressions used in, and with reference to, the Resolutions of the Conference, and which defined terms and expressions shall be made readily identifiable by the use of upper case initial letters:

ACCOUNTABLE TRANSACTION means any transaction in respect of which a Standard Traffic Document is issued, and/or Agency Credit/Debit Memorandum received, by the Agent during the period covered by an Agency Reporting Period.

ACCREDITED AGENT (sometimes referred to as 'Agent') means a Passenger Sales Agent whose name is entered on the Agency List.

ADMINISTRATIVE OFFICE means the principal office of an Accredited Agent which is not an Approved Location, but which is entered on the Agency List.

AGENCY ADMINISTRATOR means the IATA official designated by the Director General as the holder of that office, or authorised representative, responsible for the management of the IATA Agency Programmes in accordance with the Members' rules and resolutions and with autonomy to act in extraordinary circumstances.

AGENCY INVESTIGATION PANEL (sometimes referred to as 'AIP') means a panel consisting of representatives of Members in a territory which is established from time to time by the Agency Administrator and performs duties set forth in Section 3 of Resolution 800.

AGENCY LIST means the list maintained by the Agency Administrator giving the names and addresses of Accredited Agents and their Approved Locations and, when applicable, the addresses of their Administrative Offices.

AGENCY PROGRAMME (sometimes referred to as 'IATA Agency Distribution System', 'IATA Agency Programme', 'IATA Industry Distribution System', or 'IATA Passenger Agency Programme') means the various IATA Resolutions and rules and procedures adopted by the

Conference to maintain overall standards and industry practices for the sale of international air transportation by Accredited Agents. This includes accreditation, BSP matters, and training.

△ **AGENCY PROGRAMME JOINT COUNCIL** (sometimes known as 'APJC') means a Council consisting of an equal number of representatives of air carriers and Agents, with IATA as Secretary, established to assist the Conference in the performance of its functions by making recommendations on any aspect of the Agency Programme in the country or area concerned.

AGENCY SALES DATA means that data which is collated from ticket issuance by Agents and submitted by the Ticketing System Providers to the BSP on a daily basis.

AGENCY SALES TRANSMITTAL (sometimes referred to as 'Sales Transmittal') means the Agent's list for a Reporting Period of all Traffic Documents and Standard Administrative Forms used, and accompanied by the required administrative forms and supporting documentation.

AGENCY SERVICES MANAGER means the IATA official designated by the Agency Administrator to manage the accreditation programme locally in the country (area). When so decided by the Agency Administrator, this person may also act as the local representative of ISS Management.

AGENT See 'Accredited Agent'

AGREEMENT—see Sales Agency Agreement

AIRLINE means an air carrier, operating scheduled passenger services, which is not a Member of IATA, but which has been admitted to participate in the Billing and Settlement Plan.

ANCILLARY SERVICES means services sold on behalf of an airline, secondary to the sale of air transportation, the price of which is included in the overall amount paid to the carrier but which may involve the issuance of a separate Traffic Document. They typically include excess baggage, surface transportation and car hire.

APPOINTED means the Agent is authorised to represent the Member in promoting and selling air passenger transportation in accordance with, and subject to, all the terms and conditions of the Passenger Sales Agency Agreement.

APPROVED LOCATION (sometimes referred to as 'Location') includes Head Office and Branch Office Locations appearing on the Agency List.

ARC means the Airlines Reporting Corporation.

AREA means one of the three geographical areas described in Section 1, Paragraph 3 of the Provisions for the Conduct of the IATA Traffic Conferences.

AREA OF BILLING AND SETTLEMENT PLAN means the country or group of countries in which a Billing and Settlement Plan operates.

BANK GUARANTEE means a guarantee issued by a bank ensuring that the liabilities of the agent will be met in case of a default; limit sum (BG amount) defined.

BILLING means a billing to Agents, according to data reported by the Ticketing System Provider, incorporating all Accountable Transactions for the Billing Period.

BILLING AND SETTLEMENT PLAN (sometimes referred to as BSP) means the method of providing and issuing Standard Traffic Documents and other accountable forms and of accounting for the issuance of these documents between BSP Airlines on the one hand and Accredited Agents on the other, as described in the Passenger Sales Agency Rules and in Resolution 850—Billing and Settlement Plans, and its Attachments.

BILLING DATE means the date on which the Data Processing Centre must produce billings to Agents, according to data submitted by the Electronic Ticketing System Provider.

BILLING PERIOD means the time span, comprising one or more Reporting Periods, for which a billing is rendered. Its duration is established by the PAConf.

BRANCH OFFICE LOCATION means an Accredited Agent's place of business entered on the Agency List as a Branch Office location which is the same entity as its Head Office Location, with the Head Office having full legal and financial responsibility of the administration, staff, liability maintenance and operational expense of the Branch Office.

BSP see Billing and Settlement Plan.

BSP AIRLINE means a Carrier or Airline whose Airline Designator is recorded as the transporting carrier on the flight coupon(s) of a ticket and which participates in the BSP.

BSP MANUAL FOR AGENTS (usually called the 'BSP Manual') means the publication outlined in Attachment 'I' to Resolution 850—Billing and Settlement Plans. It contains the rules and procedures applicable to Agents operating under BSP conditions and is issued on the authority of the Passenger Agency Conference with global, regional and local procedure oversight.

CARD means an Airline/Member approved credit card, charge card, debit card, purchasing card, or any other air industry card used and accepted as payment by an Agent for the purchase of international air transportation, against the Member's or Airline's merchant agreement.

CARD HOLDER means the person whose name is shown on the Card, and whose signature is on the reverse, used as payment against a Member's or Airline's merchant agreement for the purchase of international air transportation.

CARRIER means an IATA Member as specifically used within the provisions of Resolution 824—Passenger Sales Agency Agreement, or any resolution of that name that supersedes it.

CERTIFICATE OF APPOINTMENT means the form used by a member appointing an Agent as provided for in Resolution 820.

CHARGES means either Administrative Charges, or Clearing Bank Charges, as shown in the relevant Section of Resolution 832 or Attachment A, to Resolution 818g, as authorised by the Conference.

CLEARING BANK means the bank or other organisation appointed under the applicable Billing and Settlement Plan to receive remittances from Agents and settle funds to BSP Airlines; and to perform such other functions as are prescribed within these Rules, and in Resolution 850 and its Attachments.

COMPUTER RESERVATIONS SYSTEM (sometimes referred to as 'CRS') means a computerised system containing information about schedules, availability, fares and related services, and through which reservations can be made, or tickets issued, and which makes some, or all, of these facilities available to subscribers.

CONFERENCE means the Passenger Agency Conference.

COORDINATOR means a person appointed by ISS Management from time to time to act in accordance with these Rules on behalf of Members/Airlines participating in the Billing and Settlement Plan.

DATA PROCESSING CENTRE (DPC) means the entity contracted by ISS Management under a BSP to manage and process reported Agency sales; to provide reports to the BSP and the Clearing Bank of the amounts due.

DAYS means calendar days unless otherwise specified as working days or business days.

DAYS' SALES AT RISK means the number of days from the beginning of the Agent's Reporting Period to the Remittance Date in respect of that Reporting Period or Periods, plus a margin of five days.

DEFAULT means that an Agent, or one of its Locations, has breached the provisions of the Sales Agency Rules to the extent that remedial action is required, and for which failure to take such action may ultimately result in the termination of that Agent's Sales Agency Agreement.

DEFAULT INSURANCE PROGRAMME means one insurance policy to cover multiple declared agents with a maximum coverage for all agents as defined in the policy.

DIRECTOR GENERAL means the Director General of IATA or authorised representative.

ELECTRONIC TICKET means an electronic record issued by an Approved Location, in accordance with applicable tariffs for the issuance of the passenger ticket.

ELECTRONIC TICKETING means a method to document the sale of passenger transportation (electronic ticket) and related services (electronic miscellaneous documents).

△ **ELECTRONIC TICKETING AUTHORITY** (sometimes referred to as 'ET Authority') means a written authority provided to an Agent by a Member or Airline participating in a BSP, which authorises one or more Locations of the Agent to issue Electronic Tickets. A copy or parallel advice must be sent to IATA.

ELECTRONIC TICKETING SYSTEM (sometimes referred to as SYSTEM) means an automated method, including programmes and procedures, which has access to airline PNR data, stored in a CRS or airline reservation system for the issuance of Electronic Tickets.

EUROPE ACCREDITED AGENT (EAA) means a legal entity established in one country within the EU/EEA and Switzerland, with financial responsibility for Locations in other countries in the EU/EEA and Switzerland.

FACE-TO-FACE TRANSACTION means an Agent making a sale by a Card against a Member's or Airline's merchant agreement when the Card and the Cardholder are simultaneously present at the time of the transaction (see also 'Non-Face-to-Face Transaction').

FINANCIAL SECURITY means any financial security accepted by IATA from time to time for the purposes of recovering unpaid monies owed by the Agent to Members or Airlines.

FORM OF CONCURRENCE means that form to be completed by non-IATA air carriers wishing to participate in IATA Billing and Settlement Plans as provided for by Resolution 850 Attachment 'E'.

GENERAL CONCURRENCE (appointment by) means the process whereby a Member automatically appoints Accredited Agents, without further procedural formality, as described in Resolution 878. The names of the Members using the General Concurrence method of appointment, and any prior conditions they may have set, are published in the Travel Agent's Handbook.

GENERAL SALES AGENT (sometimes referred to as 'GSA') means, for the purposes of the Sales Agency Rules, any Person to whom a Member or a non-IATA carrier has delegated general authority to represent it for purposes of sales of passenger and/or cargo air transportation in a defined territory. This may include a non-Airline GSA appointed under the provisions of Resolution 876.

□ **GLOBAL DEFAULT INSURANCE** means an insurance policy issued in the name of IATA to cover the liabilities of the listed Agents as defined in the policy. For each Agent a maximum coverage amount will be specified.

GLOBAL DISTRIBUTION SYSTEM (sometimes referred to as 'GDS') means a computerised system containing information about schedules, availability, fares and related services, and through which reservations can be made, or tickets issued, and which makes some, or all, of these facilities available to subscribers.

HEAD OFFICE LOCATION means an Accredited Agent's principal place of business which is an Approved Location.

HINGE ACCOUNT means the bank account into which agents' remittances are paid and from which monies are distributed to participating Airlines.

IATA means the International Air Transport Association and is represented by the Agency Administrator.

IATA AGENCY PROGRAMME see Agency Programme.

IATA INDUSTRY DISTRIBUTION SYSTEM see Agency Programme.

IATA NUMERIC CODE (sometimes called the 'Numeric Code') means the numeric code allocated and attributed to each Approved Location of an Agent, in accordance with Resolution 822.

IATA PASSENGER AGENCY PROGRAMME see Agency Programme.

IATA SETTLEMENT SYSTEMS MANAGEMENT (usually called 'ISS Management') means the functional areas of Financial and Distribution Services (FDS) that are responsible for the management and operation of the IATA Settlement Systems. This definition includes the central and regional ISS Management as well as the local ISS representatives who have overall responsibility for the BSP.

IATAN means the International Airlines Travel Agent Network which is the trading name of the Passenger Network Services Corporation, a wholly owned subsidiary of the International Air Transport Association.

FINANCIAL AND DISTRIBUTION SERVICES (sometimes referred to as 'FDS') means the department of IATA that has the administrative and operational functions of the IATA Settlement Systems included in its responsibilities.

INSURANCE BOND means a bond offered by an insurance company ensuring that the liability of the agent will be met in case of a default - payment of claims to be made by the insurance company. Limit sum (Bond amount) defined.

ISS MANAGER means the IATA official designated by ISS Management as the person that manages a BSP.

JOINT AGENCY LIAISON WORKING GROUP means a group, comprising local airline and agent representatives, set up by a Billing and Settlement Plan, in accordance with procedures set forth in the BSP Manual for Agents.

LETTER OF CREDIT means a letter from a bank guaranteeing that the Agent's payment to IATA will be received on time and for the correct amount. In the event that the Agent is unable to make payment the bank will be required to cover the full or remaining amount of the purchase.

LOCAL CUSTOMER ADVISORY GROUP—PASSENGER (LCAGP) means a group of airline representatives established by the Conference in each country/area where a BSP is operated, to provide advice to ISS Management on customer service issues and in establishing and addressing local needs, and functions in accordance with Resolution 850 Attachment 'B'.

LATIN AMERICA AND THE CARIBBEAN means in this Resolution Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bolivia, Bonaire, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands/Malvinas, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Montserrat, Nicaragua, Panama, Paraguay, Peru, Saba, St. Kitts-Nevis, Saint Lucia, St. Vincent and the Grenadines, St. Eustatius, St. Maarten (Dutch part), Surinam, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, Venezuela.

LOCAL FINANCIAL CRITERIA sometimes referred to as 'Local Criteria' or 'Financial Criteria' means: (a) in relation to a country or a territory governed by Resolution 818g, the local criteria recommended by the Agency Programme Joint Council and adopted by the Conference in relation to said country or territory, or (b) in relation to a country or a territory governed by Resolution 800, the standards established by the Agency Investigation Panel and endorsed by the Agency Administrator in relation to said country or territory.

MEMBER means an airline that is a Member of IATA.

NON-AIRLINE PASSENGER GENERAL SALES AGENT (hereinafter referred to as 'GSA') means a Person (including any individual, partnership, firm, association, company or corporation) who has been delegated general authority for the promotion and sale of passenger air transportation for the appointing Member, either directly or through subcontraction, as expressly provided for under the provisions of Resolution 876.

NON-FACE-TO-FACE TRANSACTION means a Signature-On-File transaction, and/or any other form of Card sale in which a Card and Cardholder are not simultaneously present at the time of the transaction (see also 'Face-to-Face Transaction').

NOTICE OF IRREGULARITY means a warning letter sent to an Agent to inform him that some failure has been detected on his part in matters such as reporting or remittance.

ONLINE AGENT means an Agent which effects sales of Members' and Airlines' services through a website, and which has been accredited in accordance with the provisions of Resolution 818g.

OUTSTANDING BILLING includes any Billing which either (i) has not yet been remitted to IATA, or (ii) where the related Remittance Date has not yet passed, whichever event occurs last.

PASSENGER AGENCY CONFERENCE (PACONF) (usually called the 'Conference') means the body of IATA Members established by virtue of the Provisions for the Conduct of the IATA Traffic Conferences. It has responsibility for matters concerning the relationships between airlines and recognised passenger sales agents and other intermediaries, under the IATA Agency Programme.

PASSENGER AGENCY CONFERENCE STEERING GROUP (usually referred to as PSG or 'the Steering Group') means that group established by the Passenger

Agency Conference to advise and act on behalf of Conference between meetings, and which functions under the provisions of Resolution 868.

PASSENGER AGENCY PROGRAMME GLOBAL JOINT COUNCIL (sometimes referred to as PAPGJC or 'the Council') means that council established by the Passenger Agency Conference to manage the agent/airline relationship, provide a consultation forum for Conference decisions and jointly promote the IATA Passenger Agency Programme to airlines and agents, and which functions under the provisions of Resolution 860a.

PASSENGER SALES AGENCY RULES (sometimes referred to as 'Sales Agency Rules' or 'the Rules') means the contents of the relevant Passenger Agency Conference Resolution of the same name.

PERSON means an individual, partnership, firm association, company or corporation.

PRINCIPAL for the purposes of Resolution 876, means an appointing Member or, in the case of subcontraction, the original appointing Member.

□ **REMITTANCE** is the payment of monies due by an Agent, for sales issued with Standard Traffic Documents to the BSP Airline, including sales made by an Agent where the ticket is issued by the BSP Airline on behalf of the Agent and reported using the facility of the BSP. The Agent's Remittance shall reach the Clearing Bank on the date established by the Conference.

REMITTANCE DATE means the Clearing Bank's close of business on the latest date by which the Agent's remittance must reach the Clearing Bank or, in cases where authorised by the Passenger Sales Agency Rules, the value date on which the Clearing bank draws cheques on or debits the Agent's bank account.

REMITTANCE FREQUENCY means the time elapsed between Remittance Dates established by the Conference.

REMITTANCE PERIOD means the time span in respect of which a remittance is made to the Clearing Bank. It shall not be shorter than one Billing Period, but may cover more than one Billing Period.

REPORTING DATE means the last day of the Reporting Period.

REPORTING PERIOD means the time span established by the Conference for reporting of Agent sales.

SALES AGENCY AGREEMENT (sometimes referred to as 'Agreement', 'Passenger Sales Agency Agreement' or 'PSAA') means an Agreement in the form prescribed in Resolution 824, as may be amended from time to time, and includes where the context so permits, a Supplementary Agreement to the Passenger Agency Agreement in the form prescribed in a Resolution of the Conference.

SALES AT RISK is calculated by dividing the Days' Sales at Risk by 90 days, and applying that percentage to the BSP cash turnover, or cash turnover as applicable, amount the Agent made in the highest 3 months in the previous 12 months.

SALES TRANSMITTAL see Agency Sales Transmittal.

SCANDINAVIA is the area comprised of Denmark, Norway and Sweden.

SETTLEMENT DATE means the date on which BSP Airlines are credited with monies due.

SIGNATURE-ON-FILE means a transaction where the Cardholder empowers the Agent to issue Traffic Documents against a Card, and where a clear written arrangement between Cardholder, Card company and the Agent exists (see also 'Non-Face-to-Face Transaction').

SOUTH WEST PACIFIC that is the area composed of Australia, New Zealand, Papua New Guinea, South West Pacific Islands.

SOUTH WEST PACIFIC ISLANDS that is the area composed of Cook Islands, Fiji, French Polynesia, Kiribati (Canton and Enderbury Islands), Marshall Islands, Federated State of Micronesia, Nauru, New Caledonia (including Loyalty Islands), Niue, Palau, Samoa (Independent State of), Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands.

STANDARD ADMINISTRATIVE FORMS (sometimes referred to as 'SAFs') mean accountable forms originated by Members/Airlines or Agents for adjusting sales transactions (e.g. Agency Credit/Debit Memos, Refund Notices) and other forms used to substantiate sales (e.g. UCCCF, Group Sales Summary).

STANDARD CHARGING UNIT (usually called SCU) equates to one transaction passing through the Data Processing Centre (DPC) and included on the BSP Agent and Airline Billing Reports.

STANDARD TRAFFIC DOCUMENTS means the following BSP documents:

- Electronic Miscellaneous Documents (EMD)
- Electronic tickets
- Automated coupon-by-coupon MCO (paperless or plain paper) VMCO in accordance with Resolution 725d
- Virtual Multipurpose Miscellaneous Document (VMPD)

They are supplied by ISS Management, and do not bear any carrier identification until after issuance by the Agent.

STANDBY LETTER OF CREDIT means a letter from a bank where the bank acts as an insurer and pays IATA in case the Agent defaults (payment of last resort) should the Agent fail to fulfill a contractual commitment with IATA.

STOCK and STOCKHOLDER in relation to a company or other corporate body include 'share' and 'shareholder' respectively.

SUBCONTRACTION, as quoted in Resolution 876, means the delegation of general authority for the promotion and sale of international passenger air transportation for the appointing Member by a General Sales Agent to another party by virtue of an agreement which shall be subject to the conditions of this Resolution and the prior written authority of the original appointing Member.

SURETY BOND means a bond issued by an entity on behalf of the Agent, guaranteeing that the Agent will fulfill its obligation to IATA. In the event that the obligations are not met, IATA will recover its losses via the bond—payment of claims to be made by the Agent.

SYSTEM see ELECTRONIC TICKETING SYSTEM.

SYSTEM DESCRIPTION means a written specification of the functions and mode of operation of the System.

SYSTEM PROVIDER means the person, company corporation or other legal entity which supplies the system, approved by the Participating Airlines as may be applicable, and which is party to this Agreement.

TICKETING SYSTEM PROVIDER see SYSTEM PROVIDER.

TRAFFIC DOCUMENTS means the following forms issued manually, mechanically or electronically for air passenger transportation over the lines of the Member or Airline and for related services, whether or not they bear a pre-printed individual Member's identification:

- (a) Carriers' own Traffic Documents—Passenger Ticket and Baggage Check forms, Automated Ticket/Boarding Passes, Miscellaneous Charges Orders, Multiple Purpose Documents, Agents Refund Vouchers and OnLine Tickets supplied by Members to Accredited Agents for issue to their customers, and
- (b) Standard Traffic Documents—as defined.

TRANSPORTATION ORDER means an Agent's own order form authorised by a Member for use by the Agent, against which the Member issues its ticket, and containing at least the following information: the name of the passenger, the routing itinerary, the class of travel and the fare.

TRAVEL AGENCY COMMISSIONER means the person designated under a procedure involving the Director General of IATA and the Chairman/CEO of UFTAA or the President of WTAAA, as the holder of that office, or his authorised representative, as provided for in Resolution 820d, and who exercises jurisdiction over matters described in the Resolution 820e (reviews by the Travel Agency Commissioner).

TRAVEL AGENT'S HANDBOOK (usually called the 'Handbook') means the publication issued under the authority of the Passenger Agency Conference, containing the established Local Financial Criteria, and the IATA Resolutions concerning the Agency Programme. A copy of the Handbook is provided to each Approved Location, and to each applicant seeking IATA Accreditation, and forms part of the IATA Agency Agreement.

UNIVERSAL CREDIT CARD CHARGE FORM (sometimes referred to as 'UCCCF') means the approved form, specified within the BSP Manual for Agents, for Card sales.

WTAAA means the World Travel Agents Associations Alliance.

RESOLUTION 868

PASSENGER AGENCY CONFERENCE STEERING GROUP AND THE AGENCY ADMINISTRATOR

△ PAC1(53)868(except USA) Expiry: Indefinite
PAC2(53)868 Type: B
PAC3(53)868

WHEREAS the Passenger Agency Conference Steering Group (PSG) analyses and makes recommendations to the Passenger Agency Conference on policy, budgetary and other issues under the jurisdiction of the Conference;

WHEREBY it is hereby RESOLVED as follows:

WHEREAS the Agency Administrator is the IATA official designated by the Director General as the holder of that office, or his authorized representative, and is responsible for the management of the Agency Programmes in accordance with the Rules and Resolutions of the Passenger Agency Conference, and has the authority to act in extraordinary circumstances;

1. TERMS OF REFERENCE OF THE PSG

1.1 to recommend action to the Passenger Agency Conference in the light of changing regulatory and market conditions;

1.2 to consider and recommend enhancements to business practices aimed at improving the industry distribution system;

1.3 to review technological advances of benefit to the Agency Programme and in particular support the development of tools and techniques serving automation;

1.4 to provide guidance to IATA including the Agency Administrator on managing the resources allocated to Passenger Agency Programme activities and for determining relative priorities;

1.5 to provide guidance to the Secretariat with respect to industry distribution matters in between meetings of the Conference;

1.6 to liaise with other IATA Conferences and Committees on behalf of the Conference on matters dealing with Passenger Agency Programme Activities;

1.7 to report regularly to Conference, and make policy and organizational recommendations to improve the effectiveness of Passenger Agency Conference activities;

1.8 to act on behalf of the Conference on urgent proposals affecting the programme provided always that any decision of the PSG will be subject to ratification by the Conference at either a regular meeting or where appropriate by electronic means;

1.9 to review and endorse proposed mail votes prior to their issuance, to provide confirmation of the need for urgent resolution together with any recommendations to improve on the construction of the proposals;

1.10 to create ad-hoc working groups and to address urgent issues which arise between conferences;

1.11 designated representatives from the PSG will be nominated to the Passenger Agency Programme Global Joint Council (PAPGJC).

△ **2. COMPOSITION AND MEETINGS OF THE PSG**

2.1 The PSG is comprised of:

- the Chairman and Vice Chairman of the Conference;
- five (5) members from each Conference Area wherever possible, including 2 members from the Financial Services Development Group (FinDev) whose Airlines are not currently members of the PSG;
- plus four additional Members at large;
- chairmen of Conference working groups may be co-opted as members of the PSG.

2.2 Members from each of the Conference Areas shall be elected for a term of three years. Additional Members may be elected by the Passenger Agency Conference to serve for a specific term.

2.3 The PSG Chairman shall be the Chairman of the Conference.

2.4 Secretariat support shall be provided by the designated IATA official plus other IATA staff he/she deems appropriate for the topics under discussion.

2.5 Attendance at meetings shall be restricted to the designated representatives.

2.6 Observers may be permitted to attend by invitation of the Chairman.

2.7 The PSG shall meet at least once a year, or in any event with sufficient frequency to ensure that it can fulfil its responsibilities.

2.8 Emergency meetings may be called by the Chairman as may be required to address extraordinary circumstances which affect the good order of the Agency Programme; such meetings may be held telephonically upon reasonable notice to the designated representatives.

2.9 Failure of a delegate to attend two successive meetings will result in the loss of their seat, except where a valid reason is provided.

3. QUORUM AND VOTING

3.1 Meetings shall be arranged so that at least a simple majority of the designated representatives—being the quorum—are able to be present.

3.2 To the extent that formal voting is necessary, Steering Group decisions shall be taken by simple majority vote of members present.

4. AGENDAS AND MINUTES

4.1 The call of meeting for a regularly scheduled meeting and the meeting agenda shall be circulated to Members of the Steering Group at least 14 days in advance of the meeting. The call of meeting for an emergency meeting and the meeting agenda shall be circulated to Members of the Steering Group at least 24 hours in advance of the emergency meeting. The designated IATA official for Passenger shall act as secretary to the meeting and shall publish minutes promptly following approval by the Chairman.

5. AGENCY ADMINISTRATOR

5.1 The Agency Administrator is the IATA official designated by the Director General of IATA as the holder of that office, or his authorized representative, responsible for the management of the Agency Programme in accordance with the Rules and Resolutions as established by the Conference.

5.2 The Agency Administrator has the autonomy to act in extraordinary circumstances to protect the interests of the Agency Programme. Any action taken in extraordinary circumstances shall be reported immediately to the PSG Chairman and shall be reviewed by the PSG at the next meeting or at an emergency meeting if deemed appropriate by the PSG Chairman.

RESOLUTION 878

GENERAL CONCURRENCE

PAC1(47)878(except USA) Expiry: Indefinite
PAC2(47)878 Type: B
PAC3(47)878

Recognising that Agents may be appointed by Members through a statement of General Concurrence and

Recognising that the provisions of such method of appointment need to be published, it is

RESOLVED that the following provisions shall apply:

1. STATEMENT OF GENERAL CONCURRENCE

1.1 A Member has the option to appoint Agents by signing a statement of General Concurrence, as shown in Attachment 'A'.

1.2 A statement of General Concurrence by a Member shall normally be required for each IATA Area.

1.3 A Member is not obliged to include all of the countries in each such Area, but will identify such exceptions when they apply.

1.4 A Member, by the signing of a statement of General Concurrence, is not obliged to provide an Agent, either directly or via ISS Management, with any type of Traffic Documents, or the authority to issue Traffic Documents on its behalf.

1.5 A statement of General Concurrence, deposited with IATA, provides the authority to promote and sell that Member's flights and services. The decision on whether or not to place Traffic Documents with the Agent rest with the Member and is subject to the rules and procedures in the applicable Passenger Sales Agency Rules.

2. PROCEDURES

2.1 A statement of General Concurrence, as shown in Attachment 'A', shall be completed and signed in duplicate by the Member, and deposited with IATA.

2.2 The Member shall retain a copy for its own records.

2.3 A list of Members appointing Agents by General Concurrence shall be published in the relevant Travel Agent's Handbooks.

3. REVISIONS AND WITHDRAWAL OF GENERAL CONCURRENCE

3.1 A Member wishing to amend its statement of General Concurrence shall advise the Agency Administrator in accordance with Paragraph 2 of the statement of General Concurrence.

RESOLUTION 878

Attachment 'A'



STATEMENT OF GENERAL CONCURRENCE

To : **The Regional Director (for the Agency Administrator), IDFS
Geneva / Miami / Singapore ***

In accordance with the IATA Passenger Sales Agency Rules, in effect now or in the future, in the various countries of IATA Area 1 / 2 / 3*, (* delete as required)

(name of Member)

hereby deposits with the Agency Administrator its Statement of General Concurrence for the appointment of all Head or Principal offices of IATA Passenger Sales Agents and all Locations of such Agents, as follows:

(pleases tick as appropriate)

in all the countries of Area 1 / 2 / 3*,

in all countries, except the following specific countries where individual Certificates of Appointment will be issued to Agents (in accordance with Resolution 820), if appointed by us.

This Statement of General Concurrence shall be effective as from _____
(date) and shall remain in effect until withdrawn by notice in writing to the Agency Administrator. Nevertheless, the appointment of any particular Agent or Location appointed under this Statement of General Concurrence may be withdrawn by the carrier by notice in writing to such Agent with a copy to the Agency Administrator.

by: _____
(Name) _____
(Name of Member)

(Title) _____
(Signature)

(TTY Code) _____
(Date)

(e-mail address)

RESOLUTION 880

REDUCED FARES FOR ACCREDITED PASSENGER SALES AGENTS

PAC1(52)880(except USA)
PAC2(52)880
PAC3(52)880

Expiry: Indefinite
Type: B

RESOLVED that, for the purpose of facilitating the conduct of business operations relative to international air transportation for Accredited Agents situated elsewhere than in the USA, Members may, at their option and subject to the conditions contained in this Resolution, grant to Accredited Agents international air passenger transportation at a discount.

DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in Resolution 866.

1. AGENT ELIGIBILITY

each Approved Location of an Agent may qualify for reduced fare transportation under this Resolution provided all the following minimum eligibility requirements are met:

1.1 at the time of application the Agent shall have had at least one Approved Location on the Agency List continuously for a period of not less than 12 months; and

1.2 at the time of application, through to the time of proposed travel, the Agent must not be under notice of default; or

1.3 at the time of application, through to the time of proposed travel, the Approved Location of the Agent must not be under suspension.

2. ELIGIBILITY OF PERSON TRAVELLING

a reduced fare ticket may be issued under the provisions of this Resolution to the sole proprietor, partner, director and/or employee of an Agent when they meet all the following requirements; the person travelling must:

2.1 have been in the service of the said Accredited Agent continuously and without interruption for not less than 12 months immediately prior to the date of such Application; provided that a period of not less than three months' service with the Agent shall suffice where the person travelling was in the service of another Accredited Agent not more than 60 calendar days before commencing his present employment and was eligible under this Resolution; and

2.2 devote in a full-time capacity all or substantially all of his time directly to the promotion and sale of travel, including air transportation, on behalf of the Accredited Agent making such application, either at an Approved

Location of the Agent or at the Agent's listed Administrative Office within the same country; and

2.3 be salaried and/or paid on a commission basis and be shown on appropriate disbursement records of the Agent; and

2.4 in the case where he is an employee whose full-time employment is not on the premises of the Approved Location or the listed Administrative Office of the Agent:

2.4.1 work hours not less than those normal for other eligible staff at such Agent's Approved Location, and he must be assigned to such Approved Location or listed Administrative Office and report there in person at least once a month, and have no other gainful employment. Additionally he must be carried regularly and in good faith on the payroll or other relevant disbursement records of the Agent, or

2.4.2 have been transferred directly from an Approved Location where he met the requirements of Subparagraph 2.1 of this Paragraph, to another location of the Agent for which an application for accreditation has been made but is still pending; provided that such employee's eligibility shall cease upon the first disapproval of the application; provided further that any tickets issued to such an employee shall not increase the total number of tickets permitted by this Resolution.

3. SUBORDINATES OF ELIGIBLE PERSONS

the eligibility of a person shall not in itself render eligible such person's subordinates who shall be eligible only if they meet all the applicable requirements of this Resolution.

4. FARE REDUCTION FOR SPOUSE

the spouse of a person travelling under the provisions of this Resolution may also be granted reduced fare transportation provided that;

4.1 the couple travel together from the point of origin to the point of destination in case of one way trips, or to the point of turnaround in case of round trips, or to the highest rated point in case of circle trips;

4.2 the discount granted is not greater than 50% of the applicable fare; provided that the discount shall only be applied to fares on which the discount for Agents provided for in this Resolution also applies;

4.3 under this Paragraph no person shall receive more than one reduced fare ticket per calendar year from any one Member;

4.4 such ticket shall not be deducted from the Agent's annual allotment described below;

4.5 nothing herein shall preclude a spouse who is independently eligible for reduced fare transportation under the provisions of Paragraph 2 from applying and travelling in accordance with the provisions of this Paragraph.

5. ANNUAL ALLOTMENT AND DISCOUNT

5.1 an annual allotment of two tickets, for one way, round or circle trip transportation in respect of each Approved Location of the Agent may be issued by each Member per calendar year at a discount of not more than 75% of the applicable air fare for the class of service used; provided that notwithstanding any conditions governing special fares, such tickets may not be issued using special inclusive tour basing fares. Where the charge for air transportation consists of a fare and a surcharge, e.g. weekend, business class, the discount shall be based on the fare and such surcharge, but shall not be applied to excess baggage charges or to any surcharge specifically excluded by the Member from the application of the discount. Any tickets issued to an eligible person attached to an Agent's listed Administrative Office shall not increase the total number of tickets permitted by this Resolution;

5.2 ICELAND ONLY notwithstanding Subparagraph 5.1 of this Paragraph, Members operating services to and from Iceland may provide Accredited Agents having one or more Approved Locations in that country with an unlimited number of tickets at a 50% discount over their lines between Iceland and UK/Scandinavia; provided this shall apply as long as there are not more than three Members serving Iceland.

6. APPLICATION FORM AND PROCEDURE

6.1 when applying for reduced fare transportation the responsible official of the Agent shall fully complete and sign the Application Form prescribed in Attachment 'A' to this Resolution and submit it in advance to all air carriers participating in the itinerary. All such carriers shall be responsible for granting approval and for the arrangements for issuance of their own Traffic Document on their own services and on the services of another air carrier, if applicable. In the latter instance the Agent, if so required by the ticketing Member, shall obtain and submit to the ticketing Member the written concurrence of all other air carriers participating in the itinerary;

6.2 whereas only a Member or where applicable the Member's General Sales Agent having duly appointed the Agent pursuant to the Passenger Sales Agency Rules may issue or cause to be issued reduced fare tickets under the provisions of this Resolution, other Members participating in the transportation need not have so appointed the Agent. The Member receiving the Application shall not grant the reduced fare transportation if it knows or reasonably should have known that the eligibility requirements or other requirements have not been met.

7. ACCEPTANCE PROCEDURE

the Member to which the Application is made need not accept it for processing. The Member may accept the Application if, in the Member's opinion, it covers travel by

a person qualified to benefit under the provision of this Resolution.

8. TICKET ALLOTMENT—DEDUCTIONS

8.1 a deduction shall be made by each Member participating in the transportation granted from the Approved Location's annual allotment with such Member. However, where a reduced fare ticket is issued, in whole or in part over a line which is operated in pool the deduction pertaining to the pool sector shall be made by the pool partner Member issuing the ticket, whether or not that Member operates the actual pool service used; furthermore, where in an interchange service the aircraft of one Member operate a through service from points on its routes to points on another Member's routes, under charter to such other Member, the deduction shall be made only by the Member operating the flight, when the person travels exclusively on the interchange service;

8.2 irrespective of the actual Approved Location or listed Administrative Office where the passenger works, upon agreement between the Member and the Agent the deduction may be made from the annual allotment of any Approved Location of the Agent in the same country, as long as the aggregate number of tickets which the Member may grant the Agent pursuant to Subparagraph 5.1 of this Resolution is not exceeded;

8.3 an Agent shall not be allowed to reimburse a Member for a reduced fare ticket(s) issued and used for the purpose of reinstating any of its annual allotment for other reduced fare transportation.

9. ISSUANCE, REPORTING AND REMITTANCE OF REDUCED FARE TICKETS

the ticket issuing Member may either issue the reduced fare ticket directly or instruct the Agent to issue it. Commission or other remuneration shall not be claimed or retained by the Agent nor paid by a Member in respect of the reduced fare transportation provided in accordance with this Resolution. The reporting and remitting procedures applicable under the Passenger Sales Agency Rules shall apply in respect of reduced fare tickets; provided that:

9.1 where the Member issues the ticket a billing shall be promptly sent to the Agent and shall be settled directly by the Agent with the Member within 15 days of billing; or

9.2 where the Agent is instructed to issue the ticket such ticket shall be included in the next Agency sales report under Billing and Settlement Plan reporting procedures and remittance shall be made accordingly; or

9.3 where the Agent is instructed to issue the Member's Traffic Document the Agent shall report the issue in the next Sales report due to the Member and remit the amount due in accordance with the remitting provisions set forth in the applicable Passenger Sales Agency Rules.

9.4 the ticket must be issued in the calendar year of application; and

9.5 in no case shall the ticket validity be more than three months from date of issue.

10. BILLING WHERE ISSUANCE PRECEDES CONCURRENCE(S) OF PARTICIPATING AIR CARRIERS

notwithstanding the provisions of Paragraph 8 of this Resolution where one or more participating air carriers' concurrences have been requested by a Member but have not been received prior to departure date, such Member may cause the ticket to be issued, subject to the following conditions:

10.1 the ticket is issued not earlier than ten days after the Application for the reduced fare transportation has been received; the Agent gives a written guarantee he will pay, within 15 days of billing to the issuing Member, the full applicable fare for each sector for which a concurrence has been refused; the Member must render such billing within 30 days of the date of receipt of any such refusal;

10.2 the Agent must, within 15 days of the Billing Date, settle the remittance due directly with the issuing Member to be passed to the respective air carrier concerned. If the Agent does not remit within such 15 day period, the irregularity and/or default procedures otherwise applicable to the Agent under the provisions of the Passenger Sales Agency Rules shall apply.

11. CHANGE IN ELIGIBILITY

if at any time prior to the commencement of the travel there is a change affecting the eligibility of the person travelling, either as a consequence of a change in status of such person (e.g. discontinued employment) or of the status of the Agent or Approved Location (e.g. the Agent or Approved Location comes under notice of default) the Agent shall immediately so notify the Member whose ticket is used and shall immediately return the ticket to that Member. The travel approval granted by the Member shall no longer be valid; provided that the Member shall be responsible for cancelling the reduced fare transportation only if it knows or reasonably should have known of the changed eligibility.

12. RETROACTIVE APPLICATION

notwithstanding the Application in advance requirement in Paragraph 6 of this Resolution it shall be permissible for a Member to accept an Agent's retroactive Application where there were exceptional and compelling reasons why the Agent was unable to make Application in advance; such retroactive acceptance may be granted if an Application is submitted not later than three months after date of purchase of the full fare ticket, in which case it must be deducted from the annual allotment of the year when the full fare ticket was issued; provided (i) that the Agent is in all other respects eligible for such reduction; and (ii) that the Member accepting such retroactive

Application shall obtain from the Agent and maintain on file for at least two years a letter explaining the exceptional and compelling reasons for such retroactive Application.

13. RECORDS

each Accredited Agent shall maintain, for not less than two years from the date of Application and hold immediately accessible, adequate records to substantiate the Agent's certification that a person named in any Application qualifies for reduced fare transportation. Such records shall be open to inspection by a Member to which an Application is made and shall include the following:

13.1 payroll ledger and cancelled cheques, money orders or other proof of payment of salary, wages and/or commissions as well as all deductions for taxes and social security (or equivalent) in the case of an employee;

13.2 cash disbursement books and cancelled cheques, money orders or other proof of payment of salary or other remuneration for services rendered, made in the case of a sole proprietor, partner and/or director, eligible as defined herein;

13.3 service agreements, contracts, time sheets or other documentary proof of the degree of service required from each sole proprietor, partner, director and/or employee to whom payment of remuneration is shown under Subparagraphs 14.1 and 14.2 of this Paragraph;

13.4 copies of all Applications accepted by the Member to which the Application was made.

14. LIABILITY FOR ACCURACY OF APPLICATION

the Agent shall be solely responsible for the accuracy of each and every Application. In the event that the Agency Administrator receives a complaint in writing that the Agent, in an Application for reduced fare transportation under the provisions of this Resolution, has made a material misrepresentation, and the Agency Administrator finds that a prima-facie case has been established, he shall initiate a review by the Travel Agency Commissioner. If the Commissioner determines that the Agent did make a material misrepresentation in its application, the Agent in respect of its Approved Locations in the country concerned shall be deemed to have forfeited all reduced fare transportation privileges available under the provisions of this Resolution for a period of two years commencing 30 days after the date of the Commissioner's decision. For purposes of this Paragraph a material misrepresentation is any statement in or omission from an Application which conveys or implies that the Agent, or the person on whose behalf the reduced fare transportation is requested, is eligible for the grant of such reduced fare transportation when in fact either the Agent or such person is not so eligible.

GOVERNMENT RESERVATIONS**CANADA**

Nothing in said Resolution or acceptance thereof shall be construed as limiting in any way the statutory power and duty of The National Transportation Agency of Canada to approve the issuance of any and all free and reduced fare transportation by air carriers subject to the Agency's jurisdiction and under such terms, conditions and forms as the Agency may direct, and that the issuing of such other free or reduced rate transportation shall not be deemed by the International Air Transport Association or any Member thereof to be contrary to any Resolution or Rule of the Association or to the provisions of any agreement to which such air carriers are party as Members of the Association. (10.6.76)

INDIA

A sole proprietor, partner or director of an IATA approved agent or any other official deputed by such an approved agent in India will be exempt from the eligibility requirements stipulated in Subparagraph 2.2 in respect of travel from/to India, provided that Department of Tourism and the Government of India has released exchange to the agency for promotion of tourism to India. (13.04.81)

MEXICO

Nothing in Resolution 203 (now 880) will limit in any way the laws or the regulatory authority of the Secretary of Communications and Transport to issue one or more passes for air transportation. (5.3.79)

SOUTH AFRICA

Its terms shall not be construed as having any bearing on the transportation of an IATA Sales Agent (including its directors, officers and employees or the spouse or dependents of any thereof) exclusively on or over the domestic air services operated within the Republic of South Africa or the Territory of South West Africa, or between the Republic and the said Territory.



RESOLUTION 880

Attachment 'A'

XYZ TRAVEL AGENT (use Travel Agency letterhead)

APPLICATION FORM—REDUCED FARE TRANSPORTATION RESOLUTION 880

IATA Airline to which Application is made:
Address of Approved Location/Administrative Office where person travelling (passenger) is employed (or to which he reports)
.....

Office Telephone No.:

Family name of passenger: Mr/Mrs/Miss.....

First name and initial of passenger:

Position/title of passenger:

Given name of accompanying spouse, (if applicable):

Details of Itinerary Requested (reservations to be made by the Agent):

Table with 5 columns: From, To, Airline, Flight No., Date. Includes dotted lines for data entry.

The undersigned being duly authorised to sign on behalf of the Accredited Agent has read and understood the terms and conditions of Resolution 880 and declares that this Application is made in accordance with those terms and conditions. In particular, the clauses relating to eligibility of the Agent and eligibility of the person travelling have been noted.

We undertake to pay the amount of fare due to the Airline as a consequence of this Application.

We further undertake to pay the full applicable fare for each sector for which the transporting Airline's concurrence has been refused and to remit such amount within 15 days of billing by the Airline whose ticket has been issued.

It is understood that we must inform you of any change in eligibility and we will thereupon return any tickets issued in response to this Application.

We certify that the information submitted in this Application is complete and accurate in all respects. We understand that any material misrepresentation on this Application will result in action being taken under Resolution 820e as appropriate. Such action may include forfeiture of reduced fare transportation privileges.

Name:

Position in agency:

Signature:

Official Stamp of the Agent

If held, Travel Agent ID Card Nbr.

IATA

Other (specify)

Date of this Application:



CERTIFICATION TO AIRLINE FOR SPOUSE TRAVEL

I hereby certify that the person above and accompanying me on the travel applied for is my spouse. I am familiar with the restrictions governing our joint travel as outlined in Resolution 880, Subparagraph 4. I have not received from you a reduced fare spouse's ticket during this calendar year.

Mr/Mrs

.....

(Signature of passenger named in Application)

* This form is to be reproduced exactly as appears in the IATA publication with no omissions deletions or alterations. It is to be completed either by typewriter or by hand, in ink, using block letters.

RESOLUTION 880a

IATA TRAVEL AGENT IDENTITY (ID) CARD

PAC1(42)880a(except USA) Expiry: Indefinite
PAC2(42)880a Type: B
PAC3(42)880a

WHEREAS Members, from time to time and subject to certain conditions, grant concessional travel to staff of their appointed Agents and

WHEREAS other travel industry principals similarly grant concessions to travel agency staff and

WHEREAS IATA Members and other travel industry principals wish to ensure that applicants seeking such concessional privileges are bona fide travel agency staff and meet the applicable conditions related to such concessions and

WHEREAS IATA has developed an IATA Travel Agent ID Card which serves to identify such travel agency staff and to enable their bona fides to be easily verified, now it is

RESOLVED that, notwithstanding any other Passenger Agency Conference Resolution governing reduced fare transportation for Passenger Sales Agents, Members may, additionally, indicate their acceptance of the IATA Travel Agent ID Card as evidence of the status of an applicant for concessional travel and/or require an applicant to hold a valid IATA Travel Agent ID Card and to support application for reduced fare tickets by written details of any IATA Travel Agent ID Card held by the applicant.

1. PARTICIPATING MEMBERS

1.1 Members who, in one or more countries, recognise the IATA Travel Agent ID Card as evidence of the status of an applicant for concessional travel and/or require applications for reduced fare transportation over their services in accordance with Resolution 880, to be supported by details of an IATA Travel Agent ID Card shall so notify the Agency Administrator;

1.2 the Agency Administrator shall maintain, publish and circulate, from time to time, lists of:

1.2.1 Members, as shown at Attachment 'A' to this Resolution, who have indicated their recognition of the Card as a travel agency employee credential, together with an indication of the extent to which and the circumstances under which, for those Members, an IATA Travel Agent ID Card is a requisite to support an application for reduced fare transportation, and

1.2.2 countries, as shown at Attachment 'B' to this Resolution, where the IATA Travel Agent ID Card is in circulation and where one or more Members have indicated their recognition of the Card as a travel agency employee credential;

1.3 the Agency Administrator shall, on request from the Member(s) concerned, make revisions to the lists shown and information provided in Attachments 'A' and 'B'.

2. ISSUANCE, RECORDS, REPORTING AND REMITTANCE OF REDUCED FARE TICKETS

2.1 pursuant to the provisions of Paragraph 9 of Resolution 880, it shall also be required that;

2.1.1 where the Agent is instructed to issue the ticket, in accordance with Paragraph 9.2 or 9.3 of Resolution 880:

2.1.1.1 it shall be issued in accordance with the Member's rules and procedures for reduced fare transportation as soon as space has been reserved for any sector covered by the ticket, and

2.1.1.2 where the Member whose ticket is being issued so requires, the appropriate coupons of the form at Attachment 'C' to this Resolution shall be attached to the Agent, Audit and Passenger coupons of the ticket;

2.1.2 the Agent shall be responsible for observing any restriction applicable to such sales, including their availability, and for subsequent deduction from the annual allotment provided for under Paragraph 8 of Resolution 880 and the payment requirements of Paragraph 10 of Resolution 880.

2.2 in accordance with the requirements of Paragraph 13 of Resolution 880, and where applicable, copies of all Applications accepted by the Member to which the Application was made should also include the coupon of the form at Attachment 'C'.

3. FARE REDUCTION FOR SPOUSE

3.1 when the spouse of a person travelling under the provisions of this Resolution and Resolution 880 is also granted reduced fare transportation:

3.1.1 the spouse shall, when travelling separately, carry and make available upon demand by a representative of a Member providing the transportation a photocopy of the IATA Travel Agent ID Card used to support the application.

4. PUBLICATION IN THE TRAVEL AGENT'S HANDBOOKS

the information provided in Attachments 'A' and 'B' to this Resolution shall also be recorded in the Travel Agent's Handbooks.

RESOLUTION 880a

Attachment ‘A’

RECOGNITION AND ACCEPTANCE OF THE IATA TRAVEL AGENT ID CARD

The following Members have advised that they recognise the IATA Travel Agent ID Card as a travel agent employee credential and/or require it to support an application, in specific countries, for reduced fare transportation on their services. Those specified countries are shown in an appropriate note which corresponds to the figure shown alongside the Member's name. Their individual policies governing the extent to which the IATA Travel Agent ID Card is a requisite for granting reduced fare transportation on their services, are as indicated in the second note corresponding to the letter shown alongside the Member's name:

LIST OF MEMBERS

AF	Air France	^{14a}
AM	Aeromexico	^{14a}
AR	Aerolineas Argentinas	^{14a}
AV	Avianca	^{14a}
AZ	Alitalia	^{14a}
A3	Aegean Airlines	^{6ce}
EI	Aer Lingus	^{1abcd}
AC	Air Canada	^{8acde}
KM	Air Malta p.l.c.	^{6,7a}
NZ	Air New Zealand	^{4,10abcde}
PX	Air Niugini	^{3,4,10 abce}
FJ	Air Pacific	^{1ace}
PZ	Transportes Aereos del Mercosur	^{14a}
TA	TACA	^{13a}
UA	United	^{12a}
5L	Aerosur	^{14a}
Z8	Amazzonas	^{14a}
AA	American Airlines	^{14a}
TC	Air Tanzania	^{1abcde}
VT	Air Tahiti	^{11be}
UM	Air Zimbabwe	^{2,6 abce}
AA	American Airlines	^{8a}
OS	Austrian	^{1abcde}
UY	Cameroon Airlines	^{2,6,7 abcde}
CX	Cathay Pacific	^{1abcde}
XK	CCM Airlines	^{2e}
CO	Continental Airlines	^{1ace}
MS	Egyptair	^{1ab}
EK	Emirates	^{1ac}
ET	Ethiopian Airlines	^{1abcde}
EA	European Air Express EAE	^{6ace}
AY	Finnair	^{3,4,6 8ade}
HR	Hahn Air Lines GmbH	^{6a}
T4	Hellas Jet	^{6ae}
IB	IBERIA	^{6ade}
IB	Iberia	^{14a}
D6	Inter Air	^{2e}
IR	Iran Air	^{1a}
KQ	Kenya Airways	^{1abcde}
KL	KLM	
LA	Lan Chile/Lan Peru	^{14a}
TE	Lithuanian Airlines	^{6ae}
LH	Lufthansa	^{14a}
LH	Lufthansa	^{6c}
LG	Luxair	^{6a}
ME	MEA	^{1ace}
MH	Malaysian Airlines	
YM	Montenegro Airlines	^{6ace}
NW	Northwest Airlines	^{8abcde}
OA	Olympic Airways S.A.	^{1abc}
PR	PAL	^{1abc}
QF	Qantas	*
RJ	Royal Jordanian	^{1a}
SQ	SIA	^{6a}
SN	SN Brussels Airlines	^{6a}
PY	Surinam Airways Ltd	^{5,6,8,9 ce}
TG	Thai Airways	^{3,4,6,7,10 acd}
TU	Tunis Air	^{1abce}
UL	Sri Lankan	¹

AREA

1. *Worldwide*
2. *Africa*
3. *Asia*
4. *Australia*
5. *Caribbean*
6. *Europe*
7. *Middle East*
8. *North America*
9. *South America*
10. *South Pacific*
11. *Domestic only*
12. *For travel from Thailand*
13. *For travel for agents in El Salvador*
14. *For travel from Bolivia*

¹ This denotes that the Travel Agent ID Card is recognised by the Member in a variety of regions. Please contact the Member concerned for details of the countries where the IATA Travel Agent ID Card is recognised.

IATA TRAVEL AGENT ID CARD

- a. Recognised as a credential for proof of eligibility for reduced fare transportation
- b. Recognised as a credential for proof of eligibility for domestic reduced fare transportation
- c. Recognised as proof of eligibility when travelling
- d. Required for self ticketing for reduced fare domestic transportation
- e. Required as proof of eligibility at check-in and when travelling

RESOLUTION 880a

Attachment 'B'

COUNTRIES WHERE THE IATA TRAVEL AGENT ID CARD IS IN CIRCULATION

A

Albania
Algeria
Andorra
Angola
Antigua
Argentina
Armenia
Aruba
Australia ¹
Austria ¹
Azerbaijan

B

Bahamas
Bahrain
Bangladesh
Barbados
Belarus
Belgium ¹
Belize
Benin
Bermuda
Bolivia²
Bosnia Herzegovina
Botswana
Brazil
Bulgaria
Burkina Faso
Burundi

C

Cambodia
Cameroon ¹
Canada ¹
Cape Verde
Cayman Islands
Chad
Chile
China, PRC
Chinese Taipei
Colombia
Congo

¹ Indicates those countries where one or more IATA Members require applications by travel agency staff, for Reduced Fare Transportation, to be supported by an IATA Travel Agent ID Card.

² All carriers except TACA honour the card for travel from Bolivia to any destination.

Congo, Dem. Republic of
Cook Islands
Costa Rica
Côte d'Ivoire ¹
Croatia
Cyprus
Czech Republic

D

Denmark
Dominica
Dominican Republic

E

Ecuador ¹
Egypt ¹
El Salvador
Eritrea
Estonia
Ethiopia ¹

F

Fiji ¹
Finland ¹
France
French Guiana
French Polynesia ¹

G

Gabon
Gambia
Georgia
Germany ¹
Ghana
Gibraltar
Greece ¹
Grenada
Guadeloupe
Guatemala
Guinea
Guyana

H

Haiti
Honduras
Hong Kong (SAR) ¹
Hungary

I

Iceland
India
Iran
Indonesia

Ireland ¹
Israel
Italy

J

Jamaica
Japan
Jordan ¹

K

Kazakhstan
Kenya ¹
Kiribati
Korea, Republic of
Kuwait
Kyrgyzstan

L

Latvia
Lebanon ¹
Lesotho
Libya
Liechtenstein
Lithuania ¹
Luxembourg ¹

M

Macau (SAR)
Macedonia (FYROM)
Madagascar
Malawi
Malaysia
Mali
Malta
Marshall Islands
Martinique
Mauritania
Mauritius
Mexico
Micronesia
Moldova
Monaco
Mongolia
Morocco
Mozambique
Myanmar

N

Namibia
Nepal
Netherlands

¹ Indicates those countries where one or more IATA Members require applications by travel agency staff, for Reduced Fare Transportation, to be supported by an IATA Travel Agent ID Card.

New Caledonia

New Zealand ¹

Nicaragua

Niger

Nigeria

NL Antilles

N. Ireland

Norway

O

Oman

P

Pakistan

Palestinian Territory, Occ.

Panama

Papua New Guinea ¹

Paraguay

Peru

Philippines ¹

Poland

Portugal

Q

Qatar

R

Reunion

Republic of Palau

Romania

Russian Federation

Rwanda

S

Samoa

San Marino

Saudi Arabia

Senegal

Serbia and Montenegro ¹

Sierra Leone

Singapore ¹

Slovakia ¹

Slovenia

Soloman Islands

South Africa ¹

Spain ¹

Sri Lanka ¹

St. Kitts

St. Lucia

St. Vincent

Sudan

Suriname ¹

Swaziland

Sweden

Switzerland ¹

Syria

T

Tanzania

Thailand ¹

Togo

Tonga ¹

Trinidad & Tobago

Tunisia ¹

Turkey

Turks & Caicos Islands

U

Uganda

United Arab Emirates ¹

United Kingdom ¹

United States of America ¹

Ukraine

Uruguay

V

Venezuela

Vietnam

Virgin Islands, British

W

X

Y

Yemen

Z

Zambia

Zimbabwe ¹

¹ Indicates those countries where one or more IATA Members require applications by travel agency staff, for Reduced Fare Transportation, to be supported by an IATA Travel Agent ID Card.



RESOLUTION 880a

Attachment 'C'

APPLICATION FORM

Spouse Name		<small>Valid on all routes Valid on Y/J class only</small>	COUPON 1 DATE OF ISSUE	<small>Valid on all routes Valid on Y/J class only</small>	PLACE OF ISSUE
Authority Number 999-907.4		Authority Number 999-907.4			
Ticket Number Issued 999-		Ticket Number Issued 999-		Travel Agent's Signature X	
Total Routing		Total Routing			

RESOLUTION 884

REDUCED FARES FOR DELEGATES ATTENDING OFFICIAL JOINT INDUSTRY MEETINGS

PAC1(33)884(except USA)
PAC2(33)884
PAC3(33)884

Expiry: Indefinite
Type: B

RESOLVED that,

1. for the purpose of attending a properly convened joint IATA/UFTAA meeting, or any other meeting under the auspices of IATA, the following persons may be provided by Members with international air passenger transportation to and from the point where such meeting is being held:

1.1 the Secretary General of UFTAA;

1.2 any professional official employed by a national or regional Travel Agent Association (e.g. Secretary General or his titular equivalent);

1.3 any person eligible for travel under Resolution 880 who will be representing UFTAA, or any other Travel Agent's Association as provided in Subparagraph 1.2 above, in an official capacity at such a meeting.

2. the delegate shall be listed and his function identified in the official convening notice of the joint meeting issued by the Agency Administrator in advance of the meeting and such convening notice shall serve as authority for the delegate to request a Member to provide reduced fare air transportation hereunder.

3. the names of such delegates to be included in a meeting convening notice shall be duly given in writing in advance by the Secretary General, or titular equivalent, of the participating organisation, to the Agency Administrator.

4. the international air passenger transportation may be provided at a discount up to 100% of the applicable air fare for the class of service provided. Where the charge for air transportation consists of a fare and a surcharge, e.g. weekend, business class, the discount shall be based on the fare and such surcharge, but the discount shall not be applied to excess baggage charges or to any surcharge specifically excluded by the Member from the application of the discount.

5. the outward portion of travel must be commenced not earlier than five days before the date of commencement of the meeting as stated in the said convening notice and travel is to be completed within five days from the close of the meeting; provided that no break of journey shall be allowed except at connecting points and such travel shall be on a direct routing.

6. in all other respects such transportation shall be subject to the conditions of Resolution 880 except that in respect of such persons as described in Subparagraph 1.3 of this Resolution no charge will be made against the Agent's annual allotment.

RESOLUTION 886**MEMBERS' GROUP VOCATIONAL TRAINING TRIPS FOR ACCREDITED PASSENGER SALES AGENTS**

PAC1(38)886(except USA)
PAC2(38)886
PAC3(38)886

Expiry: Indefinite
Type: B

RESOLVED that,

1. free or reduced fare transportation for groups of not less than six persons travelling on a trip organised by one Member or jointly by two or more Members may be granted by the Member(s), provided each such person issued with a ticket under the provisions of this Resolution is a sole proprietor, a partner, director or employee of an Accredited Agent (but not necessarily of the same Agent), and subject to the following conditions:

2. DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in Resolution 866.

3. TRIP SOLELY ON MEMBER'S INITIATIVE

3.1 the trip is organised solely upon the initiative of the Member(s) and not at the request or for the convenience of an Agent and is either:

3.1.1 to permit attendance at an organised course of instruction at destination; or

3.1.2 to permit participation in an organised destination familiarisation tour; or

3.1.3 to familiarise the group with a particular aircraft/route operation; in such instances only one person per Location is permitted on such trip;

3.2 provided that no Member shall furnish transportation under the auspices of this Resolution for any reason other than those described in Subparagraphs 3.1.1, 3.1.2 or 3.1.3 of this Paragraph.

4. ASSEMBLY POINT RULES**4.1 Courses of Instruction**

persons in the group may depart individually from their point(s) of origin but not earlier than 48 hours prior to the start of the course of instruction and may travel to the assembly point where the instruction is to be given. Travel may however begin earlier than 48 hours beforehand in those instances where the organising Member does not operate a later flight which would ensure arrival prior to the start of the course of instruction;

4.2 Destination Familiarisation Tours

persons in the group may depart individually from their point(s) of origin but not earlier than 48 hours prior to the start of the destination familiarisation tour, to the assembly point where such tour is to commence, and shall travel together on subsequent sector(s) until such organised destination familiarisation tour programme has been completed. Thereafter participants may return individually to their point(s) of origin;

4.3 Aircraft/Route Familiarisation Trips

persons in the group may depart individually from their point(s) of origin, but not earlier than 24 hours, to the assembly point where the aircraft/route familiarisation trip is to commence. All persons in the group shall however travel together on all subsequent outbound sectors and on the inbound journey to the original assembly point.

5. ELIGIBILITY

notwithstanding Paragraph 1 of this Resolution, persons who are employed by Accredited Agents which are not under notice of default at the time of departure may be included in a group set up under this Resolution;

5.1 Courses of Instruction

in respect of travel directly associated with a course of instruction no limitation on the area of origin shall apply;

5.2 Destination Familiarisation Tours

only persons who are working for Accredited Agents located in the Area where travel is to commence may be included in the group;

5.3 Aircraft/Route Familiarisation Trips

only persons who are working for Accredited Agents located in the Area where travel is to commence may be included in the group.

6. CHANGES IN ELIGIBILITY

6.1 if at any time prior to commencement of travel there is a change affecting the eligibility of the Agent or Approved Location or person travelling (e.g. the Agent or Approved Location comes under notice of default or the person travelling leaves the employ of the Agent) the Agent shall immediately so notify the organising Member to which it shall also immediately return the ticket. The Member shall be responsible for cancelling the free or reduced fare transportation only if it knows or reasonably should have known of the changed eligibility;

6.2 notwithstanding Paragraph 1 of this Resolution, in the event that pursuant to Subparagraph 6.1 of this Paragraph a group organised in accordance with this Resolution is reduced to less than six persons, the remaining

members of the group shall nevertheless be permitted to travel under the terms of this Resolution.

7. DEDUCTION FROM ANNUAL ALLOTMENT

tickets issued hereunder shall be deducted from the annual allotment of the Agent under the provisions of Resolution 880; provided that two tickets per Member per calendar year for each Approved Location are exempted from this requirement; provided further that prior to the Agent becoming eligible for reduced fare transportation under Resolution 880, not more than two tickets per Member for each Approved Location may be issued under this Resolution.

8. APPOINTMENT BY ISSUING MEMBER

notwithstanding the fact that not all Members participating in the carriage may have appointed the Agent(s) concerned, free or reduced fare transportation may nevertheless be granted under the terms of this Resolution provided that the Member issuing or arranging for the issue of the ticket has duly appointed the Agent in accordance with the Passenger Sales Agency Rules.

9. PASSENGER EXPENSES

9.1 for travel involving an organised course of instruction at destination or participation in a destination familiarisation tour, Members are permitted to arrange and to pay for, if necessary, the hotel expenses, meals, surface transportation, local taxes, sightseeing and airport service charges, limited to points along the route over which the passenger travels on the flight, for a maximum of ten days except that for journeys wholly within geographical Europe such absorption of expenses is permitted for a maximum of eight days;

9.2 where early arrival for a full-time course of instruction is necessitated by the circumstances described in Subparagraph 4.1 of this Resolution, the organising Member may additionally pay for expenses incurred between time of arrival and time of commencement of the course up to a maximum of 48 hours only.

10. EXPENSES EN ROUTE

in addition to the expenses provided for in Paragraph 9. of this Resolution, Members may, for all categories of trips organised under this Resolution, pay any en-route expenses permissible under Members' tariffs.

11. TRANSPORTATION TO/FROM ASSEMBLY POINT

the organising Member is permitted to pay the cost of ground and/or air transportation to and from the assembly point on other carriers' services, when such tour is an

organised course of instruction or a destination familiarisation tour whether or not such travel is at the discount provided for in Resolution 880.

12. ESCORTS

a Member may provide one or more of its employees to act as escort, guide or instructor for groups travelling under the provisions hereof.

13. TICKET VALIDITY, DISCOUNT AND CONCURRENCES

the ticket validity shall be from seven days before until seven days after any trip listed in Paragraph 4: except that for any persons returning individually as provided for in Subparagraph 4.2 and travelling with other than the organising Member, the discount, concurrence procedure and ticket validity shall be in accordance with the provisions of Subparagraph 5.1 and Paragraph 8 of Resolution 880.

GOVERNMENT RESERVATIONS

CANADA

Nothing in Resolution 203b (now 886) or approval thereof shall be construed as limiting in any way the statutory power and duty of The National Transportation Agency of Canada to approve the issuance of any and all free and reduced fare transportation by air carriers subject to the Agency's jurisdiction and under such terms, conditions and forms as the Agency may direct, and that the issuing of such other free or reduced rate transportation shall not be deemed by the International Air Transport Association or any Member thereof to be contrary to any Resolution or Rule of the Association or to the provisions of any agreement to which such air carriers are party as Members of the Association. (10.6.76)

MEXICO

Nothing in Resolution 203b (now 886) will limit in any way the laws or the regulatory authority of the Secretary of Communications and Transport to issue one or more passes for air transportation. (5.3.79)

UNITED STATES

Order 71-12-39 dated 16 December 1971: Approval of said Resolution, insofar as it is applicable in air transportation as defined by the Federal Aviation Act of 1958, shall not be construed as:

- (a) an exemption from the requirements of filing tariff provisions as a condition precedent under Section 403 of the Federal Aviation Act of 1958 to the issuance of passes to any person described in said Resolution;*
 - (b) a determination as to whether a violation of Section 404 of the Federal Aviation Act of 1958 would result from the issuance of passes pursuant to such Resolution whether or not tariff provisions applicable thereto have previously been filed with the Board; and*
 - (c) an exemption from the provisions of the Board's Economic Regulations relating to tariffs for free or reduced rate transportation.*
-

RESOLUTION 886a**REDUCED FARES FOR PASSENGER AGENTS (IATA/UFTAA PROFESSIONAL EXAMINATIONS)**

PAC2(02)886a(within Europe and within Africa) (amended) Expiry: Indefinite
Type: B

RESOLVED that, for the purpose of permitting an examination candidate registered under the IATA/UFTAA Agents' Professional Training Programme to travel between such candidate's place of employment and the designated examination centre Members may, subject to the provisions of this Resolution, grant such candidate international air transportation at a discount not in excess of 75% of the applicable air fare for the class of service to be used but such discount may not be applied to Inclusive Tour basing fares; provided that when the charge for air transportation consists of a fare and a surcharge, e.g. weekend, business class, the discount shall be based on the fare and such surcharge, but shall not be applied to excess baggage charges or to any surcharge specifically excluded by the Member from the application of the discount.

1. the said transportation shall be granted only to a candidate who at the time of travel is employed by an Accredited Agent.
2. such transportation shall be granted by the Member against cash payment and surrender of a written authorisation issued by the Agency Administrator, provided that such authorisation shall show the name of the candidate, the place and date of the examination and shall be countersigned by and bear the IATA validation stamp of the employer.
3. the outward portion of travel must be commenced not earlier than seven days (for travel within Europe, two days) before the date of the examination as stated in the said authorisation and travel is to be completed within eight days (for travel within Europe, two days) from the date of the examination; provided that no break of journey shall be allowed except at connecting points.
4. no commission or other remuneration shall be paid for reduced fare transportation provided hereunder.
5. upon receipt of written or telegraphic (or verbal, if confirmed in writing) authority from all other participating Members, the Member to which the authorisation is surrendered shall issue the ticket to the candidate for the entire journey.

RESOLUTION 886p**REDUCED FARE TRANSPORTATION FOR PERSONS OFFICIALLY TRAVELLING TO TRAVEL AGENCY COMMISSIONER HEARINGS**

PAC1(23)886p(except USA) Expiry: Indefinite
PAC2(23)886p Type: B
PAC3(23)886p

RESOLVED that

1. for the purpose of attending a hearing called by the Travel Agency Commissioner the following persons may be provided by Members with reduced fare international air passenger transportation pursuant to this Resolution to and from the point where such hearing is being held:

1.1 the sole proprietor, partner, director or employee of an Agent which is party to a Commissioner hearing, who has been designated by the Agent as its representative at such hearing,

1.2 the sole proprietor, partner, director or employee of an applicant which is party to a Commissioner hearing, who has been designated by the applicant as its representative at such hearing.

2. the representatives shall be listed in a notice issued by the Agency Administrator in advance of the hearing and such notice shall serve as authority for the representative to request a Member to provide reduced fare air transportation pursuant to the provisions of this Resolution.

3. the names of such representatives to be included in the notice shall be duly given in writing in advance by the Agent or applicant to the Agency Administrator.

4. the international air passenger transportation may be provided at a discount not in excess of 75% of the applicable air fare for the class of service provided; notwithstanding any conditions governing special fares, tickets issued for such transportation may not be issued using special inclusive tour basing fares. Where the charge for air transportation consists of a fare and a 'weekend' surcharge, 'stopover' surcharge or 'peak' surcharge, the discount shall be based on the fare and such surcharge; however, the discount shall not be applied to any other surcharge or charge such as a sleeper surcharge or excess baggage charge.

5. the dates of outbound and return travel shall be at the discretion of the representative concerned; provided that the total duration of the journey shall not exceed that of the hearing, plus seven days; provided further that no break of journey shall be allowed except at connecting points and such travel shall be on a direct routing.

6. in all other respects such transportation shall be subject to the conditions of Resolution 880 except that in respect of the persons described in Subparagraph 1.1 no charge shall be made against the Agent's annual allotment.

RESOLUTION 890

CARD SALES RULES

PAC1(50)890(except USA)
PAC2(50)890
PAC3(50)890

Expiry: Indefinite
Type: B

RECOGNISING that Members/Airlines wish to grant authority to Agents to transact Card sales against the merchant agreements of Members and Airlines and

RECOGNISING that Members/Airlines and Agents seek to establish a defined series of procedures in order to eliminate or substantially reduce their exposure to fraud,

IT IS RESOLVED that the following conditions shall apply, and the following procedures shall be adhered to, in the sale of passenger air transportation for which payment is made by a Card that is accepted by the Agent on behalf of a Member/Airline in the country concerned.

Credit/Charge Card Sales Rules

The purpose of this Resolution is to provide the authority for Agents to make use of merchant agreements of IATA Member airlines ("Members"), and of non-IATA Airlines who participate in the BSP ("Airlines"), hereinafter collectively referred to, as applicable, as "Member(s)/Airline(s)" when accepting payment for passenger air transportation.

1. CARD ACCEPTANCE

1.1 The Agent may accept Cards as payment for ticket sales on behalf of the Member/Airline whose ticket is being issued, subject to the Rules and Procedures outlined in this Resolution and in Chapters 9 and/or 14 of the Billing and Settlement Plan Manual for Agents (hereinafter collectively referred to as "Rules and Procedures").

1.2 The Agent shall ensure that the type of Card being processed during the sale is accepted for payment by the Member/Airline whose Traffic Document is being issued. If necessary, the Agent may wish to seek clarification by contacting the Member/Airline concerned directly.

1.3 In the event of an Agent accepting a Card which is not accepted by the Member/Airline whose Traffic Document is being issued, the Member/Airline shall charge the non-payment from the Card Company to the Agent by means of an Agency Debit Memo, or, in non-BSP countries, a subsequent adjustment will be made by the Member whose Traffic Document was issued.

1.4 No Card issued in the name of the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's officer, partner or employee, shall be used in connection with the sale of Members' or Airlines' Traffic Documents to any customer of the Agent.

2. SALES MADE AGAINST CARDS

2.1 Authority

The Agent is authorised to accept sales against Cards only:

2.1.1(a) when the Card and the Card Holder are simultaneously present at the time of the transactions (hereinafter referred to as "Face-to-Face Transactions"), or

2.1.1(b) for Signature-on-File Transactions, and any other form of Card sales in which a Card and Card Holder are not simultaneously present, (hereinafter referred to as "Non Face to Face Transactions"), which shall be made under the sole responsibility and liability of the Agent.

2.1.2 For Signature-on-File Transactions, where the Card holder empowers the Agent to issue Traffic Documents against a Card, whereby the charge form bears the remark "Signature on File" in the place of the signature, a clear written arrangement between Card Holder, Card company and the Agent must exist. Disputes between the Card Holder and the Agent do not release the Card Holder from its liability towards the Card company.

2.1.3 Signature on file-type agreements enable Agents to sign the charge form on behalf of the Card Holder. Such agreements must contain the following information:

2.1.3(i) definition of agreement's duration,

2.1.3(ii) provision for termination (by both parties),

2.1.3(iii) requirement for changes to be made in writing,

2.1.3(iv) an imprint of the card on the signed sales draft (the imprinted draft should be signed by the same person who signs the agreement),

2.1.3(v) the expiration date of the card,

2.1.3(vi) names and sample signatures of all parties authorised to make purchases under the agreement,

2.1.4 Authorisations must be obtained for all sales regardless of the floor limit. In addition, Agents (in order to reduce their own risk) must also validate the Card Verification Value (the 3-digit code printed on the back of the card, 4 digits on the front of the card for American Express) for all Non-Face-to-Face Transactions conducted with first time or unknown customers. The Agent shall verify, upon receipt of the authorisation code, the result of the Card Verification Value check. In case of a MISMATCH notice, the Travel Agent must consider the transaction as 'rejected' and request another form of payment.

2.1.5 No authority for sales for which payment is made by a Card over the internet is included in this Resolution. Agents must therefore contact Members/Airlines for specific instructions.

2.1.6 The Agent shall ensure their full compliance with the Payment Card Industry (PCI) Data Security Standards, as provided by the Card companies and made available to agents through IATA, and that all sensitive card data obtained during the process of completing a card sales transaction is handled, stored, and transmitted with due regard to the security of the data.

2.1.7 Charges against a Member's/Airline's merchant agreement are not authorised in respect of an Agent's own fees or charges.

2.1.8 A Member/Airline, in its sole discretion, has the right to deny any given Agent the authority to use its merchant agreement, provided it gives the Agent concerned reasonable advanced written notice of such denial.

2.2 Liability

2.2.1 Face-to-Face Transactions

The Agent shall not be held liable for payment to the airlines for a Face-to-Face Transaction, provided that the procedures set out in Paragraph 2.4, and any other Rules and Procedures set out in the BSP Manual for Agents, have been adhered to by the Agent.

2.2.2 Non-Face-to-Face Transactions

The Agent may, at its sole discretion, and subject to the provisions of this Paragraph 2.2.2, and of Paragraphs 2.1.1(b), 2.1.2 and 2.1.3 above, choose to accept Non Face to Face Card transactions including, but not limited to, Signature-on-File and other Card-not-present transactions.

2.2.2(a) Although Card details may have previously been verified by the Agent, ticket sales of a Non-Face-to-Face Transactions shall be undertaken under the sole responsibility and liability of the Agent;

2.2.2(b) In the event of a disputed transaction and its subsequent rejection by the Card Company, the relevant Member/Airline shall chargeback the loss to the Agent which issued the Traffic Document by means of an Agency Debit Memo, or, in non-BSP countries, a subsequent adjustment shall be made by the Member whose ticket has been issued (as already provided in Paragraph 1.3 above).

2.2.2(c) Failure by the Agent to settle any chargeback resulting from a Non-Face-to-Face Transaction shall be dealt with in accordance with the reporting and remittance procedures concerning Accounting Irregularities and Default Action as described in Resolutions 818g or 832.

2.2.2(d) The Agent recognises that receipt of an approval code from the Card Company does not guarantee the transaction, and that any such approval code or other authorisation does not (and shall not be deemed to) guarantee that the charge will go undisputed. In the case of a rejected transaction, a chargeback shall be made by the Member/Airline.

2.2.2(e) The Member/Airline must make all reasonable efforts to ensure that only valid chargebacks are transacted, and must provide all reasonable documentation in support of them. Any error by a Member/Airline or BSP processes may not be charged back under the terms of this sub-Paragraph 2.2.2(d).

2.3 Approved Credit Card Charge Form

When issuing a Traffic Document against a Card, the Agent shall raise an approved Credit Card Charge Form ("CCCF"), or other signed authority, in the manner specified in the BSP Manual for Agents, or, in non-BSP countries, as specified by the individual Member.

2.4 Procedures

Card sales shall be subject to the Rules and Procedures set forth in the BSP Manual for Agents as well as those within this Paragraph 2.4, provided, however, that in case of any conflict or inconsistency between the language of the BSP Manual for Agents and the language of this Paragraph, then the language of this Paragraph shall prevail.

2.4.1 All permitted transactions

2.4.1(a) For Face-to-Face Transactions the Agent shall capture the Card details (card number, cardholder name, expiry date and, where applicable, effective date) by use of a card imprinter, or electronic card reader (card swipe). Card details may, in addition, be entered into the GDS PNR by the Agent for the purpose of card authorisation, and for billing by the BSP.

2.4.1(b) The Agent shall obtain authorisation for each transaction from the Card company, and subsequently record it in the assigned space on the CCCF.

2.4.1(c) The Agent shall verify the expiry date, and where appropriate the effective date, of the Card.

2.4.1(d) In Face-to-Face Transactions the signature of the Card Holder on the validated CCCF shall be witnessed by the Agent, and matched against the signature on the reverse of the Card.

2.4.1(e) For Non Face-to-Face Transactions and especially with first time or unknown customers, the Agent shall obtain from the customer the Card Verification Value and present it in the Card authorisation request. The Agent shall verify, upon receipt of the authorisation code, the result of the Card Verification Value check. In case of a MISMATCH notice, the Travel Agent must consider the transaction as 'rejected' and request another form of payment.

2.5 Reporting

The Agent shall adhere to the local reporting procedures, as contained in the BSP Manual for Agents, or, for non-BSP transactions, as detailed by the Member/Airline whose ticket has been issued.

2.6 Records

2.6.1 In order to demonstrate its adherence to the procedures contained in this Resolution in reference to a rejected transaction, the Agent shall retain all supporting documentation relating to the Card transaction for a minimum period of thirteen (13) months.

2.6.2 As the principal to the merchant agreement, the Member/Airline is the rightful owner of all such supporting documentation.

2.6.3 In the event of material changes to the status of an Agent including, without limitation, the ceasing of operation, there is a continuing obligation on the part of the Agent to ensure that supporting documentation is retained, and can subsequently be made available to Members/Airlines as required.

2.6.4 If the ticketing Member/Airline receives a notice of a dispute relating to a transaction submitted to the Card company, the Member/Airline will notify the Agent within 7 days and request appropriate supporting documentation and information, and the Agent shall promptly comply with any such request within 7 days.

3. RESPONSIBILITY FOR SETTLEMENT OF CARD TRANSACTIONS

3.1 The Agent is not responsible for the remittance from the Card company to Members/Airlines of amounts payable under sales made by Cards approved for such sales by the Member/Airline whose Traffic Document is issued, provided the Agent adheres to all applicable Rules and Procedures for handling Card sales, including, but not limited to, the correct and punctual reporting actions specified within the relevant BSP Manual for Agents;

3.2 Notwithstanding Paragraph 3.1 above, an Agent still has a duty to provide reasonable assistance to a Member/Airline that may have difficulty in receiving the settlement due to it.

3.3 When a sale is made by an Agent operating in a BSP, the Agent shall submit the Universal Credit Card Charge Form described in Paragraph 2.3 of this Resolution, in accordance with the local Rules and Procedures set forth in the BSP Manual for Agents (Chapter 14), so as to ensure receipt within the deadline established for that purpose. If, as a result of any failure on the Agent's part to adhere to all applicable Rules and Procedures, the relevant Member/Airline is unable to collect the transaction amount due, the Member/Airline shall charge the loss to the Agent that issued the Traffic Document by means of an Agency Debit Memo.

3.4 For non-BSP transactions, the Agent shall follow the instructions of the Member. Such instructions will be in accordance with the reporting and remitting rules contained in Resolutions 818g and 832.

4. REFUNDING

4.1 When effecting refunds against sales made by credit card the Agent shall in addition to the obligations described under its Passenger Sales Agency Agreement observe the following rules and such other rules as are detailed in the BSP Manual for Agents

4.2 Refund amounts of totally unused and partly used tickets shall only be refunded to the credit card number which was originally used for payment.



SECTION 3—LOCAL FINANCIAL CRITERIA

Resolution 800, Section 2, provides for standards for the accreditation and retention of Agents laid down by the Agency Investigation Panel and endorsed by the Agency Administrator.

The Local Criteria by country are set out on the following pages. Since these standards may be subject to change, it is recommended that prospective applicants contact the local IATA office for up-to-date information.

Please note, Local Financial Criteria set out in this Section and the Resolutions contained in Section 2 of this Handbook are part of the contract between Travel Agents and IATA Members.



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BRUNEI DARUSSALAM**3.4.1 Finances**

3.4.1.1 the applicant must provide a certified and audited balance sheet and Profit and Loss account not more than six months old showing satisfactory financial standing and ability to remain solvent and pay bills:

3.4.1.2 applicants must:

3.4.1.2(a) have as a minimum paid up capital as specified by the Brunei Government, and

3.4.1.2(b) be established and in business as a travel agent not less than twelve months prior to the date of application, provided that if an applicant with less than twelve months trading record may be approved if the applicant furnishes a minimum Financial Guarantee of BND 50,000 valid until the receipt of audited annual accounts, provided further that during this period if the average monthly sales exceeds this amount it shall be adjusted accordingly;

3.4.1.3(a) when assessing whether the applicant meets the financial standing described in Subparagraph 3.4.1.1 of this Paragraph the following shall be taken into account:

3.4.1.3(a)(i) availability of adequate liquid funds to meet normal trading commitments;

3.4.1.3(a)(ii) capital required to be commensurate with fixed assets;

3.4.1.3(a)(iii) the existence of preferential claims on the assets and the existence of contingent liabilities;

3.4.1.3(b) the applicant, when required, shall furnish a bank guarantee based on an average of four weeks' sales turnover or an insurance bond for the company based on an average of 45 days sales turnover. Failure on the part of an Agent to renew, by the expiry date, any such bank guarantee or insurance bonds shall constitute grounds for the Agency Administrator to give the Agent notice of termination of the Sales Agency Agreement, provided that if the Agent demonstrated to the Agency Administrator prior to the termination dated that it meets the financial standards, the termination shall not take effect;

3.4.1.4 the Agency Administrator shall conduct periodic examinations of the financial standing of Agents. He may request, and the Agents concerned shall be under obligation to furnish by the date specified in the Agency Administrator's letter of request, the documents deemed necessary by the Agency Administrator to conduct such examinations.

3.4.1.4(a) failure by an Agent to submit such documents as prescribed shall be grounds for the Agency Administrator to apply two instances of irregularity and to give the Agent 30 days to comply. Failure by the Agent to comply within 30 days shall be grounds for the Agency Administrator to give the Agent a notice of termination of the Sales Agency Agreement, provided that if the Agent submits the financial statements to the Agency Administrator prior to the termination date, the termination shall not take effect:

3.4.1.4(a)(i) when the Agency Administrator determines that an Agent may no longer satisfy the criteria as set out in this Paragraph, he may, if circumstances so warrant, prescribe in writing such conditions as he deems appropriate to be complied with by the Agent within 60 days of the date of such written prescription. The Agency Administrator shall determine if

such conditions have been met. On finding that the Agent failed to comply he shall give the Agent notice of termination of the Sales Agency Agreement,

3.4.1.4(a)(ii) if subsequent to the action taken under Subparagraph 3.4.1.4(a)(i) above, but prior to the termination date, the Agent satisfies the Agency Administrator that the prescribed conditions have been met, the termination shall not take effect and the Agency Administrator shall reinstate credit facilities and notify the Agent, Members, Airlines and ISS Management accordingly;

3.4.1.4(b) when the financial position of an Agent is subject to examination by the Agency Administrator, and the Agent is unable to meet the requirements of this Paragraph, the Agency Administrator shall take normal business fluctuations into account and provide the Agent with a reasonable period of time to meet these requirements.

3.4.2 Personnel

the applicant must have at the location concerned:

3.4.2.1 one management employee with a minimum of three years managerial and/or supervisory experience in the travel and tourism industry within the previous four years; and

3.4.2.2 at least two full-time travel staff members qualified and competent to sell international air transportation and issue traffic documents who:

3.4.2.2(a) have successfully completed an IATA/UFTAA, certified airline ticketing course or a ticketing course recognized by the Executive Council — Brunei with certificates attesting such, and

3.4.2.2(b) have two years experience within the past four years in international fares and ticketing in a travel agency or airline; and

3.4.2.3 at least one staff member who has successfully completed the BSP Training Course.

3.4.3 Premises

the location for which application is made must:

3.4.3.1 be clearly identified as a travel agent;

3.4.3.2 be open for business on a regular basis and freely accessible to the general public for the sale of international air transportation during normal business hours;

3.4.3.3 be clearly separated from any other business with which it may share common premises; none of those business may be that of an airline, an Accredited Agent (or such Agent's Approved Location), another travel agency or a General Sales Agent;

3.4.3.4 if located on the premises of an organization, plant or commercial firm and dedicated substantially to the travel requirements of the organization, plant or commercial firm, be a Branch of an existing Accredited Agent and meet all the qualifications of this Section, except that it need not be freely accessible to the general public; and

3.4.3.5 shall not be located at an airport. (The term 'airport' means the airport and supporting facilities, including all parking areas, under the direct jurisdiction of the Airport Authorities).

3.4.4 Intentionally left blank

3.4.5 Name, Acronym, Logo or Trademark

3.4.5.1(a) the applicant shall not have a name, acronym, logo or trademark which is:

3.4.5.1(a)(i) the same as that of the International Air Transport Association (IATA) or of a Member or other Airline, or

3.4.5.1(a)(ii) the same as an acronym formed from the two or three letter code of a member or other Airline; or

3.4.5.1(a)(iii) misleadingly similar to the name, acronym, logo or trade-mark of the International Air Transport Association (IATA) or of a Member or other Airline; provided that this shall not preclude accreditation of such applicant by the Agency Administrator if no protest is received from IATA or any Member or other Airline.

3.4.5.2 the place of business shall not be identified as an office of an air carrier or group of air carriers.

3.4.6 Wilful Misconduct

the applicant and/or those who direct its operations, has not been found by a court of competent jurisdiction to have wilfully violated any fiduciary obligations to the general public or to the airlines unless it can be shown that the Agent can be relied upon to adhere to the terms of the Sales Agency Agreement.

3.4.7 Prior Default

the applicant or any Person holding a financial or ownership interest in the applicant, or the manager who exercises daily supervision over the operation of the applicant, shall not have been involved in the ownership or financial management of an Agent which is under notice of default and still had outstanding debts to Members or has been removed from the Agency List on grounds of default, or in such an Agent whose debts to Members were met solely or in part by recourse to a financial bond or guarantee; provided that the applicant may nevertheless be approved if the Agency Administrator is satisfied that such person did not participate in the acts or omissions that caused such removal or default, or if he is satisfied that the applicant can be relied upon to comply with the terms of the Sales Agency Agreement, these Rules and other Resolutions of the Conference.

3.4.8 General Sales Agents

the applicant must not be a General Sales Agent in Brunei for any air carrier.

3.4.9 Branch Office

a location may be included on the Agency List as a Branch Office provided that the corporate structure or ownership of the Head Office and the Branch is absolute and all inclusive as a single entity, and the Head Office has full legal and financial responsibility for the administration, staff liability, maintenance and operational expense of the Branch Office.

3.4.10 Licence

the applicant must be in possession of a valid licence from the Brunei Government to operate as a travel agent.

3.4.11 Accuracy of Statements

all material statements made in the application shall be accurate and complete.

3.4.12 Tour Operator as Accredited Agent

notwithstanding Paragraph 3.4.3.2 of this Section, an applicant which demonstrated that its business is solely concerned with the organizing of Inclusive Tours and which fulfills all other criteria but does not maintain a place of business which is freely accessible to the general public, may nevertheless be accredited provided that it performs the issuance of Traffic Documents related to such Inclusive Tours only.

GAMBIA AND SIERRA LEONE

The Agency should be in operation for a minimum of six months before applying for accreditation, as sales figures for this period will be required for accreditation purposes. The agency must not have a name, which is the same as or is misleadingly similar to that of an IATA agent. The following are the minimum standards which an Agency must meet in order to acquire the IATA accreditation.

Finances

Agents must provide audited accounts showing satisfactory financial standing and the ability to remain solvent and pay bills.

The company's net assets should not be less than eighty thousand dollars (USD 80,000.00).

Agents will be required to provide additional financial support in the form of bank guarantee or insurance bond, the minimum being fifty thousand dollars (USD 50,000.00).

Staff

Agents must employ at the location concerned at least two full-time staff qualified and competent to sell international air transportation and issue travel documents. The staff should have successfully completed certified Ticketing courses or IATA/UFTAA Diploma and have previous experience with an IATA accredited agent which must have been for a period of at least two years within the last four years, of which one year in the last three years must have included ticketing.

Premises

The place of business shall be opened regularly for business, clearly identified as a travel Agency and freely accessible to the general public for sale of international air transportation. It must not be located at an airport or in office space jointly occupied with another travel agency or an air carrier.

Security

Adequate provision for the safe custody of traffic documents and security of premises is necessary. Steel fireproof cabinet should be provided for keeping of other documents. The minimum weight of the safe should be 182 kg and must be built into the floor and wall. Doors and windows of agency should be protected with iron grills and provision must be made for a night watchman or an alarm system.

Licenses

The agent must be in possession of valid official licenses required for agency operations i.e. company registration and regulations, license to trade, certificate to commence business, certificate of incorporation and tourist board license.

IRAN

With the exception of the following locally established exceptions, the minimum criteria prescribed in Resolution 800, Section 2 shall be applied.

Staff

In addition to the prescribed minimum IATA staff criteria, a minimum of two staff members shall each:

- hold an Intermediate Fares and Ticketing Course certificate, and
- have two years work experience with a Member Airline or an Agent (IATA Accredited or awaiting Accreditation)

Staff Qualifications

On a temporary basis, the Fares and Ticketing Course certificates issued by private institutes who are licensed by C.A.O. shall be accepted.

IRAQ

The IATA Agency Programme is not currently in operation in Iraq.

ISRAEL

New Applicants

An Agent applying for IATA accreditation must be in operation as a travel agency for at least 3 months.

New applicants shall be required to submit a full original set of audited financial statements as well as a bank guarantee of minimum USD 250,000 valid for three years. New applicants that are wholly owned branch of an established accredited IATA, that per the provisions hereunder shall not have to submit a bank guarantee, shall be required to submit a bank guarantee of USD 125,000. Major changes of ownership of Accredited IATA Agents (i.e.: movement of 30% or more of ownership and /or controlling rights within a period of less than 3 years) shall be processed as new applicants.

IATA Accredited Agents — Documentation Required

All IATA Accredited Agents (including non-incorporated privately-owned agencies): are required to submit each year, but not later than 6 months from the beginning of the new financial year, full original set of audited annual financial statements (Balance Sheet, Cash Flow and Profit & Loss Accounts) for the past financial year prepared and approved according to local accepted accounting standards and duly certified by certified external Auditor. When the accredited agent is a subsidiary then a copy of the audited financial statements of the parent company / organization must also be submitted.

An Agent who shall fail to submit financial statements in due time shall automatically be required to submit a bank guarantee that shall cover 150% of its average monthly sales during the preceding financial year.

Financial Evaluation

The Audited Financial Statements of all Agents shall be reviewed in accordance with the following guidelines.

Level of guarantee (if required) shall be set in direct relation to the score of reviewed Agent and the amount of its average monthly sales.

Reviewed Criterion and Score

There are three main elements that are reviewed:

- a) Current Ratio
- b) Capital over total assets
- c) Profitability

a) Current Ratio:

**[Current assets
Current liabilities]**

Ratio	Score
1.2 or more	4 points
1.0 or more	3 points
0.9 or more	2 points
0.8 or more	1 point
Less than 0.8	0 points

Debts to the Agent of owners, managers, employees, subsidiaries, or any other entity that directly or indirectly controls or holds an ownership interest in the Agent, doubtful debtors debts and deposits to third parties (other than IATA member airlines), shall not be taken into account for the purpose of calculating the Current Ratio.

b) Capital over Total Assets

Result	Score
Over 10%	3 points
5% or more	2 points
0% or more	1 point
Less than 0%	0 points

Capital notes / certificates, shall be taken into account as part of: "Capital, Funds and Surplus" only if it shall be clearly provided in the balance sheet that they cannot be cashed in for at least 2 years as of the date of the balance sheet.

Debts to the Agent of owners, managers, employees, subsidiaries, or any other entity that directly or indirectly controls or holds an ownership interest in the Agent, doubtful debtors debts and deposits to third parties (other than IATA member airlines), shall not be taken into account for the purpose of calculating the percentage of the capital over total assets.

c) Profitability (after tax)

$$\frac{[\text{Net Profit (after tax)}]}{\text{Total Revenue]}}$$

Result	Score
3% or more	1 point
Less than 3%	0 points

d) Level of Bank Guarantees

Accredited Agents that achieve 5 points or more (out of the total available 8) shall be exempted from submitting a Bank Guarantee.

The amount of the Bank Guarantee to be submitted by Agents that achieve less than 5 points shall be determined in accordance with the following:

Result	Amount of the Bank Guarantee
4 Points	35% of average monthly sales during preceding 12 months period
3 Points	70% of average monthly sales during preceding 12 months period
2 Points	100% of average monthly sales during preceding 12 months period
1 Point	125% of average monthly sales during preceding 12 months period
0 Points	150% of average monthly sales during preceding 12 months period

The value of the guarantee shall be rounded up to the next 5,000 USD. Minimum guarantee level is 50,000 USD. Without derogating from the above, Agents may be required to submit a bank guarantee, at any stage during the financial year, in special circumstances (e.g. swift significant increase in volume of sales). Bank guarantees shall be submitted within 21 days of the date of request.

LIBYA**Finances**

Duly certified by legal auditor, Balance Sheet and Profit & Loss accounts indicating financial standing. Statement information from agent's bank.

Staff

Minimum IATA staff criteria.

Security

Minimum IATA security standards.

Reporting/Remittance

Non BSP Country. Once monthly.

Licences

Required.

TIMOR LESTE**3.4.1 Finances**

3.4.1.1 the applicant must provide a certified and audited balance sheet and Profit and Loss account not more than six months old showing satisfactory financial standing and ability to remain solvent and pay bills:

3.4.1.2 applicant must:

3.4.1.2(a) have a minimum paid up capital as required by the local Government

3.4.1.2(b) be established and be in airline trading business of not less than 6 months prior to the application. The applicant is also required to submit a Minimum Bank Guarantee equivalent to an average of one month's turnover.

3.4.1.3(a) when assessing whether the applicant meets the financial standing described in Subparagraph 3.4.1.1, the following shall be taken into account:

3.4.1.3(a)(i) availability of adequate liquid funds to meet normal trading commitments;

3.4.1.3(a)(ii) capital required to be commensurate with fixed assets;

3.4.1.3(a)(iii) the existence of preferential claims on the assets and the existence of contingent liabilities;

3.4.1.3(b) the applicant may be required to provide further information or additional financial support in the form of recapitalisation, bank of insurance bonds or guarantees. Failure on the part of an Agent to renew, by the expiry date, any such financial guarantees shall constitute grounds for the Agency Administrator to give the Agent notice of termination of the Sales Agency Agreement, provided that if the Agent demonstrates to the Agency Administrator prior to the termination date that it meets the financial standards, the termination shall not take effect;

3.4.1.4(a) the Agency Administrator shall conduct periodic examinations of the financial standing of Agents. He may request and the Agent concerned shall be under obligation to furnish, by the date specified in the Agency Administrator's letter of request, the documents deemed necessary by the Agency Administrator to conduct such examination.

Failure by the Agent to submit such documents as prescribed shall be grounds for the Agency Administrator to apply two instances of irregularity and to give the Agent 30 days to comply. Failure by the Agent to comply within 30 days shall be grounds for the Agency Administrator to give the Agent notice of termination of the Sales Agency Agreement, provided that if the Agent demonstrates to the Agency Administrator prior to the termination date that it meets the financial criteria incorporated in the Travel Agent's Handbook, the termination shall not take effect;

3.4.1.4(b) when the Agency Administrator determines that an Agent may no longer satisfy the financial criteria incorporated in the Travel Agent's Handbook, he may, if circumstances so warrant, prescribe in writing such conditions as he deems appropriate to be complied with by the Agent within 60 days of the date of such written prescription. The Agency Administrator shall determine if such conditions have been met. On finding that the Agent failed to comply, the Agency Administrator shall give the Agent notice of termination.

3.4.1.4(c) if subsequent to the action taken under Subparagraph 3.4.1.4(b) above, but prior to the termination date, the Agent satisfies the Agency Administrator that the prescribed conditions have been met, the termination shall not take place, and the Agency Administrator shall reinstate credit facilities and notify the Agent, all Members, Airlines and where applicable, ISS Management accordingly;

3.4.1.5 when the financial position of an Agent is subject to examination by the Agency Administrator and the Agent is unable to meet the financial criteria of the Travel Agent's Handbook, the Agency Administrator shall take normal business fluctuations into account and provide the Agent with a reasonable period of time to meet those criteria;

3.4.1.6 the applicant must wholly own and fully manage the business for which approval is sought as a Branch Office Location.



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