

**VERÓNICA PACHECO-SANFUENTES**  
TRAVEL AGENCY COMMISSIONER, AREA ONE – DEPUTY TAC 2  
110 – 3083 West 4<sup>th</sup> Avenue  
Vancouver, British Columbia V6K 1R5  
CANADA

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**DECISION 2013 - # 26**

**In the matter of:**

**Al-Sabri Travel Agency**

IATA Code 18210570  
Arada District, Kebele 04/05  
Addis Ababa, Ethiopia  
House No. 452  
P.O. Box 23560/1000  
Represented by its Managing Director, Mr. Ibrahim Abdusemed

**The Applicant**

vs.

**International Air Transport Association (“IATA”)**

King Abdallah II Street, Al Shaab roundabout  
Business Park, Building GH8  
P.O. Box 940587  
Amman 11194, Jordan  
Represented by the Regional Assistant Director  
Industry Settlement Systems, Distribution  
Africa & Middle East, Mr. Janaurieu D’Sa

**The Respondent**

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**I. The Case**

The Applicant (also called hereinafter as “the Agent”), sought a Travel Agency Commissioner’s review of IATA's (also called "The Respondent") Notice of Termination dated April 10, 2013, due to a late payment of the 2013 Agency annual fee. The referred payment did not reach The Respondent before the termination date.

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Telephone: + 1 (604) 742 9854 Fax: + 1 (604) 742 9953  
e-mail: Area1@tacommissioner.com  
website: travel-agency-commissioner.aero

## II. The Applicant's arguments in summary

- By an email received on April 10/2013 from the Regional Manager Accreditation for Middle East & Africa, The Applicant was terminated due to late payment of the IATA annual fee for the year 2013;
- The Applicant claims having never received<<any reminder/notification or invoice with regard to the annual fee for the year 2013>>;
- Its payments have been duly done since 2010, according to the following schedule<sup>1</sup>:

<b>Year</b>	<b>Payment Date</b>
2010	16/12/2009
2011	13/01/2011
2012	25/04/2012
<b>2013</b>	<b>10/04/2013</b>

- The Applicant states having sent emails to IATA <<in 2-3 times requesting for 2013 annual fee invoice>>, but unfortunately it has been unable to retrieve them from its system and thus to submit to this Office <<a copy, due to a failure of our e-mail address for quite some time>>;
- The 2013 late payment <<is merely due to the facts stated above and truly for reasons beyond our control>>;
- <<The termination has placed us in a very difficult situation>> and <<it has negatively affected our business and overall relations that we built over the years>>. Therefore, we <<kindly request IATA to recognize this incident which is purely a communication problem and considering a very long business ties we have enjoyed with no single default and to kindly reinstate our IATA membership>>.

## III. The Respondent's arguments in summary

<<- Termination Action resulting from non-payment of the 2013 annual was effected on 09<sup>th</sup> April 2013>>.

- A reminder email was <<sent to agent on Feb 17<sup>th</sup> 2013, using the email address IATA had on file: [al\\_satravel@yahoo.com](mailto:al_satravel@yahoo.com)<sup>2</sup>

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<sup>1</sup> Proof of all these payments were sent to this Office, copying The Respondent.

- It is the agents responsibility to ensure that they communicate any changes to contact details in advance to IATA
- After the termination action was taken, the agency updated their contact details:

E-mail address	Creation date on SF database
<a href="mailto:alsabritravel@gmail.com">alsabritravel@gmail.com</a>	19/04/13
<a href="mailto:hayataddus@hotmail.com">hayataddus@hotmail.com</a>	11/04/13

- In accordance to the due process that we have been following with such cases;
- Should the agency have made payment of the 2013 invoice in advance of the termination however the payment amount was not allocated; on identification and matching of the payment, the agency would be immediately re-instated.
  - However should payment have only been made after the termination, the agency would have to re-apply for accreditation>>.

#### **IV. Oral Hearing**

Pursuant Paragraph 2.3 of Resolution 820e and Rule #14 of the Rules of Practice and Procedure for Area 2, this Commissioner, acting upon both Parties' agreement on waiving their right for an oral hearing, had decided to base her decision only on the written submissions that have been filed by both of them.

#### **VI. Considerations leading to Decision**

According to the evidence and arguments submitted by both Parties, it appears that in this case no written communication (invoice) was sent by The Respondent to The Applicant <<not later than November 1>>, as mandated by Paragraph 14.2 of Res. 818g, nor the second written communication before <<December 31>>, in case the payment was not received by December 1 (which was clearly this case), as mandated by Paragraph 14.3.1 of Res. 818g. The Respondent though failed to fulfil this part of the procedure. Had these steps been taken by The Respondent, the current situation most

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<sup>2</sup> The Respondent sent to this Office, copying The Applicant, copy of this email.

likely would not have happened, since up until now The Applicant had always paid its annual fees.

However, it has been demonstrated that The Respondent did send a “reminder”, by email, to The Applicant, on February 17<sup>th</sup>, before undertaking any termination action against it. Unfortunately, this email never reached The Applicant due to its decision of changing the electronic address that it had previously provided to The Respondent without timely notifying IATA about it.

Notwithstanding those unfortunate circumstances, this Commissioner observes that the annual outstanding fee was paid by The Applicant the same day that he actually received the Notice of Termination by email (which occurred on **April 10, 2013**). The Respondent has not reported any other outstanding amounts due by The Applicant.

## **VII. Decision**

Having carefully reviewed all the evidence and arguments submitted by the Parties in connection with this case,

Having looked at the applicable Resolutions,

It is hereby decided:

- The Respondent partially followed correct procedure in this case;
- Considering that The Applicant settled the annual fee within the 30 days following its termination, as it has been proved over the course of this review process, its accreditation should be reinstated as soon as possible.-

Decided in Vancouver, the 5<sup>th</sup> day of June, 2013

*Verónica Pacheco-Sanfuentes*  
Travel Agency Commissioner Area 1  
acting as Deputy TAC2

### **Right to ask for interpretation or correction**

In accordance with Res 820e, § 2.10, any Party may ask for an interpretation or correction of any error which it may find relevant to this decision. The timeframe for these types of requests will be 15 days after receipt of the electronic version of this document.

### **Right to seek review by arbitration**

As per Resolution 820e, Section 4 any Party has the right, if it considers aggrieved by this decision, to seek review by Arbitration, in accordance with the provisions of Resolution 824, Section 14, once the above mentioned time frame would have elapsed.

**Note:** The original signed version of this decision will be sent to the Parties by regular mail, once the referred period for interpretation/corrections would have expired.