

Decision 23/2017 Travel Agency Commissioner - Area 2

Andreas Körösi
P.O. Box 5245
S-102 45 Stockholm, Sweden

Applicant: Sofato Travels
IATA Code # 59-2 1049 1
Nigeria

Respondent: International Air Transport Association (IATA)
King Abdullah II Street, Al Shaab Roundabout
Business Park, Building GH8
P.O. Box 940587
Amman 11194 Jordan

NOTE:

This summarized decision is being posted as the Parties have received it. Occasional requests for clarification are not posted. However, should any Stakeholder requests it, a copy of such clarification will be sent to her/him.

Decision:

After lacking to provide a proper insurance ("DIP") on time and not having settled all amounts due (in this case NGN 16,000, corresponding to US\$ 50.00 (Fifty US Dollars)) **Sofato Travels** was defaulted and reinstatement requirements presented to them in December 2016.

Due to lack of "response" from **Sofato Travels**, their Passenger Sales Agency Agreement was terminated on May 18th, 2017.

Sofato Travels claims that:

- a) The very small amount not paid was a miscalculation by a new staff, and was paid immediately after notification,
- b) The DIP was only non valid for a few days when suspended,
- c) The DIP provider has needed an unreasonable long time to provide the new DIP

IATA has followed proper procedures and terminated in line with Resolutions. Nonetheless, when considering the small amount involved (US\$ 50.00) and that the "inexperienced new staff's" actions can be considered as "*excusable errors*" this Commissioner decides as follows:

- 1) AFTER having met all reinstatement requirements set out by IATA

- 2) A valid DIP covering sales at risk being in place,
- 3) An administrative recovery fee of US\$ 500.00 being invoiced and paid by **Sofato Travels**;
- 4) **The termination shall be revoked and the PSAA reactivated in full.**

This Decision is effective as of today.

Decided in Stockholm, on June 10th, 2017

Andreas Körösi
Travel Agency Commissioner
IATA-Area 2

In accordance with Res 820e § 2.10 any Party may ask for an interpretation or correction of any error in computation, any clerical or typographical error, or any error or omission of a similar nature which the Party may find relevant to this decision. The time frame for these types of requests will be maximum 15 calendar days after receipt of this decision. Meaning as soon as possible and **not later than June 25th, 2017.**

Please also be advised that, unless I receive written notice from either one of you **before** the above mentioned date this decision will be published in the Travel Agency Commissioner's secure web site, provided no requests for clarification, interpretation or corrections have been granted by this Commissioner, in which case the final decision will be posted right after that.

Please note that if after having asked for and obtained clarification or correction any Party still considers aggrieved by this decision, as per Resolution 820e §4, the Party has the right to seek review by Arbitration in accordance with the provisions of Resolution 824 §14.

Please let me know if any of the Parties requires a signed hard copy of this decision and I will send one once the time for "interpretation or correction" has elapsed.