

Decision 60/2017 Travel Agency Commissioner - Area 2

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

Applicant: *Pioneer Tours & Travel*
IATA Code # 89-2 1080
Uganda

Respondent: International Air Transport Association (IATA)
Torre Europa
Paseo de la Castellana, número 95
28046 Madrid, Spain

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.

Background

As per the evidence submitted by the Applicant and not contradicted by IATA, on November 30th, 2017 the payment was confirmed by *Diamond Trust Bank of Uganda*, which was the Due Date for the Applicant to pay the BSP Billing Report.

However, IATA has argued <<... *that the amount was received 1st Dec'17, due to the fact that the payment was made after the cut of time on the 30th of Nov 2017, therefore; we cannot withdraw the action unless we receive a bank letter as per the attached template; otherwise, the Agent needs to comply with the reinstatement requirements to be reinstated*>>.

According to the Applicant's submissions:

*<<... we can not write to Standard Chartered Bank because we are not their customer, also, we can not write to Bank of Uganda to intervene without in writing from Standard Chartered Bank, **reports from Central Bank shows that our bank has paid before cut of time, so we can not even blame them, what can be done in this situation? Should we go for legal battle? It is the only way we see for real culprit to come out. We are being punished for the mistakes we have not made, we can not tolerate this anymore...**>>*

Conclusion and decision

Already from the initial email and proofs submitted by the Applicant, it was clear that whatever reason for the funds not reaching IATA's account on time was outside the reasonable control of *Pioneer Tours & Travel*.

As per IATA's statements indicating that <<*the payment was received on 30/11/2017 at 17:40:55*>>, meaning after <<*...the cut off time*>>, there is no such thing as "*cut off time*" for electronic transfers between banks own different accounts.

Electronic Bank transfers are done "REAL TIME", which means the "same second". Therefore, blaming the Applicant for IATA's Clearing Bank not crediting IATA's account is not sustainable.

The Applicant is not getting the evidence he needs from IATA nor from the Clearing Bank to solve this issue; asking him to provide further evidence proving that the "*same day transfer has worked previously*" is just unreasonable.

The money reached IATA's account BEFORE settlement to the Airlines was due, which also should speak in the Applicant's favour.

Lastly, this Office understands that it might be important for IATA to learn the true reasons behind a late transfer, but this should not impede IATA from reinstating the Applicant without further ado.

The delay that seemingly occurred in receiving those funds, as the evidence shows, is not within reasonable control of the Applicant, thus, the Applicant should be reinstated in full without delay.

This Decision is effective as of today.

Decided in Stockholm, on December 4th, 2017

Andreas Körösi
Travel Agency Commissioner
IATA-Area 2

In accordance with Resolution 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 December 19th, 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.