

## Decision 2/2018 Travel Agency Commissioner - Area 2

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

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**Applicant: *Mumtazam Travel Agency*** ("the Agent")  
IATA Code # 59-2 1831 6  
Nigeria

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

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### **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**

The Agent was terminated due to non-payment of annual fee.

The Agent is a tour operator **solely** using the IATA numeric code for Hajj and Umrah and **not for ticketing purposes**; hence, the notifications via *BSPlink* were not read.

IATA, on its own initiative accepts Agents who do not use *BSPlink* for ticketing, hence, a **BSPlink message only** can not be considered "proof of dispatch to management".

The debt of approximately USD 800 was immediately settled when made aware of it.

### **Considerations and Decision**

The IATA fee is an annual event, and is without doubt an Agent's obligation to pay on time.

Having stated the above, there is also no doubt that no BSP Participating Airlines funds have been at risk, **nor is this "incident related to the Agent's creditworthiness or ability to pay"**.

Provided no other debts or irregularities are recorded and since there is a sufficient financial security in place, it is hereby decided as follows:

- *Mumtazam Travel Agency's* Passenger Sales Agency Agreement can be reactivated without further delay, and
- *Mumtazam Travel Agency* has to pay an administrative recover fee of USD 500

**This Decision is effective as of today.**

Decided in Stockholm, on January 16, 2018

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 31<sup>st</sup> of January 2018.**

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.