

Decision 4/2018 Travel Agency Commissioner - Area 2

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

Applicant: *DADOTA Travels*
IATA Code # 59-221654
Nigeria

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.

Considerations and Decision

DADOTA Travels has received a Notice of Termination of its Passenger Sales Agency Agreement (“PSAA”) stating that unless all debts are settled, or a repayment agreement with IATA has been reached, before deadline 31 January 2018, the said Agreement will be terminated.

DADOTA Travels wants to reach an agreement to repay the debt without encashment of its Default Insurance Premium (“DIP”).

One absolute requirement to enter a repayment plan, when a current DIP is in place, is that that very same DIP is renewed or can be encashed during the time allowed to repay. The current DIP is valid until 31 March 2018.

Leadway, being the DIP provider, through Mr. O. Archer, has stated that they “*will not renew a DIP for an Agency in default*”; but, added that he will agree: “*... to take up and pay the claim if the agency is unable to maintain the repayment plan agreed with IATA*”.

Provided my statement about *Leadway’s* extension of the right to encash the DIP **is confirmed by a direct letter from *Leadway* to IATA,**

I decide the following:

- *DADOTA Travels* is to do a down payment of NGN 10.000.000 before the end of January 2018.
- As a result, IATA is to draft an alternative repayment agreement for the rest of the debt.
- The agreement shall be as the Parties agree, but for not more than 10 monthly instalments.

Dear Mr. Archer or Ms. Adebayo,

This decision is conditioned to a confirmation letter from *Leadway* as stated above. Please confirm *Leadway's* intention to do so.

This Decision is effective as of today.

Decided in Stockholm, on January 24th, 2018

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 08 February 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.