

## **Decision 33/2018**

### **Travel Agency Commissioner - Area 2**

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

---

**Applicant: *Skylink Travel*** (the "Agent")  
IATA Code # 52-2 0015  
Mauritius

**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 and considerations**

The Agent was defaulted on 17<sup>th</sup> of August and turned to this Office to have IATA's decision to default him reviewed.

In the evidence provided on the 19<sup>th</sup>, also forwarded to IATA, it was obvious that whatever the reason for "late payment" was, it was beyond *Skylink's* reasonable control.

This was even more so clarified and confirmed in a bank letter issued by MCB (Mauritius Commercial Bank) dated 20<sup>th</sup> of August, pondered as part of the evidence on file.

In this letter, MCB is confirming that they, on behalf of *Skylink Travel*, on August 10<sup>th</sup>, 2018, had processed the payment to IATA's corresponding Bank. Remittance date was 16<sup>th</sup> of August.

The referred bank letter, also clearly states that *Skylink's* account was fully funded to cover the transfer, and, it added that since the transfer had not come in return, *"IATA should liaise with its bank to get confirmation of the above."*

Since the evidence presented already on the 19<sup>th</sup>, according to this Office "indisputably" exonerates *Skylink* from wrongdoing, this Office in an email dated

20<sup>th</sup> of August, as always, asked IATA to "clarify or rebut" the evidence provided; otherwise, to reinstate to avoid further detriments to the Agent.

IATA's response dated 4 days later "*A SWIFT message is not a bank letter with the characteristics mentioned in Resolutions*". This reply DOES NOT rebut nor does it address the facts presented.

Therefore, it is hereby decided that *Skylink Travel*, without further delay:

- Has to be reinstated with full ticketing rights in the BSP system as they were when suspended; and,
- The Notice of Irregularity has to be expunged from the Agent's records.

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

Decided in Stockholm, on August 23<sup>rd</sup>, 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 September 7, 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.