

Decision 44/2018
Travel Agency Commissioner - Area 2

Addendum below (clarification)

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

Applicant: *Global Travel* (the "Agent")
IATA Code # 02-21460
Albania

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.

Preamble:

As I understand it, the "only" amount that the Agent is disputing is <<*the amount referred to as "sales period 01-07Jul 2018: 8,290.00" refers to the ADM issued by Turkish Airlines*>> ("TK"). I ask the Agent to clarify what it has done to come in contact with TK by mail or phone.

It is my understanding that IATA has encashed € 47,000 representing the BG. IATA claims debts to Airlines for the total of € 46,946, this amount, as I understand, includes the above "disputed ADMs of € 8,290".

If the above assumptions are correct, then both Parties please regard this document as a Formal TAC Decision.

Considerations and Decision:

Considering the statements done by the Parties and the fact that IATA has encashed the financial security provided by the Agent, I hereby decide as follows:

- From the encashed amount of € 47,000, IATA will distribute ALL of it (€ 46,944.97), minus € 8,290.00, to the concerned BSP Participating Airlines;

- The € 8,290.00, representing the disputed TK ADMs (once IATA would have verified that this amount does represent TK ADMs), is to be held by IATA, in trust, as deposit for 30 days as of today (until 12 January, 2018);
- TK will be informed by IATA that they need to engage in resolving the disputed ADM within 30 days otherwise the deposit, plus the "difference between debt and encashment of € 55.03" will be "returned" to *Global Travel*;
- TK shall also be informed about the possibility that the TAC Office can mediate, should both Parties consent, if TK and *Global Travel* do not reach an agreement bilaterally.

According to my judgement, as allowed in Resolution 820e §2.3, I do not see the need for an Oral Hearing. Should any of the Parties be of another opinion then please feel free to object and submit the statements to support this within the time frame allowed in Resolution 820e § 2.10 (Right to ask for interpretation).

This Decision is effective as of today.

Decided in Stockholm, on the 13th of December 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 Dec. 28, 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.

Addendum
January 16th, 2019

Dear Ms. Ogando (IATA),
Thank you for clarifying.

Dear Ms. Zholaj and *Global Travel* legal team,

I can confirm what Ms. Ogando states: IATA cannot engage in commercial issues between Airlines and Agents.

You will need to provide evidence that you have approached and contested the ADMs, also post billing, with TK.

Please copy IATA and this Office.

Dear IATA team,

Should TK ignore *Global Travel's* e-mails and fails to respond, then my Decision stands:

- IATA will inform TK that they need to engage in resolving the disputed ADM within 30 days, **otherwise, the deposit, plus the "difference between debt and encashment of € 55,03" will be "returned" to *Global Travel*.**

I hope this clarifies.

Andreas Körösi
Travel Agency Commissioner
IATA-Area 2