

Decision 27/2019
Travel Agency Commissioner - Area 2

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

Applicant: Lalibela Travel & Tours PLC, Ethiopia (18 2 0691-5)

Represented by Mr. Selamawit Deneke, Operations Manager

Respondent: International Air Transport Association (IATA – Spain)

Represented by Mr. Ronald Guzman, Assistant Manager IATA Accreditation

Both Parties are hereby advised that this is a summarised decision. Below considerations and decision are based on the written statements submitted by, and shared with, all Parties.

According to my judgement, as allowed in Resolution 820e § 2.3, I do not see the need for an Oral Hearing.

Background

Lalibela Travel received an ADM (ETB 5,291.21 approximately CHF 180) from IATA representing “administrative recovery costs”. Reason being a Bona Fide Bank error by Lalibela’s Bank and that the legitimacy of the claim is supported by Resolution 818g Attachment “A”- section 1.7

IATA also argues that” *...the delay in payment committed by the agent's bank had implications against its client, for this reason, IATA considers that it is the responsibility of the agent's bank to compensate its client.*”

As response, according to Lalibela Travel, not refuted by IATA: “*... the bank system failure occurs often and unexpectedly between the National Bank of*

Ethiopia & the rest of the banks. Who should liable for this failure then? It has something to do with the country's system and it's beyond our control. “

By that Lalibela Travel asks this Office to overturn IATA’s claim.

Considerations

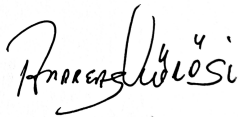
Nowhere in Resolutions do I find support for IATA to claim “administrative recover costs” for a third party failing its obligations. Rather the opposite since there is a specific provision in Resolutions named “Bona Fide Bank error” where this, if it would have been the intention of PACONF, would have been addressed. Especially since the “fees” imposed in Resolution 812 “Attachment H” clearly listing “applicable fees” do not mention “third Party failures” as reason to charge a fee.

Finally, as a general principle, this Office finds it unconscionable to impose a "cost recovery fee" on an Agent having been cleared from wrongdoings.

Decided

IATA’s invoice 93946174- ADM 6795304295- representing the recovery fee has to be credited to Lalibela Travel.

Decided in Stockholm, on 13 September, 2019



Andreas Körösi
Travel Agency Commissioner
IATA-Area 2

Any Party, in accordance with Resolution 820e § 2.10, may ask for an interpretation or correction of this Decision within maximum 15 calendar days after receipt of this Decision. Meaning **not later than 28 September 2019**

Please be advised that, unless I receive written notice from either one of the Parties before the above-mentioned date this decision will be considered final and published in the Travel Agency Commissioner's secure part of the web site.

If after having asked for and obtained clarification or correction of this decision, any Party still considers aggrieved by it, as per Resolution 820e § 2.10, the Party may seek a reviewed decision by the majority of all three Commissioners; furthermore, if after this decision the Party still feels aggrieved, as per Resolution 820e § 4, the Party has the right to seek review by Arbitration in accordance with the provisions of Resolution 824 §14, once the above-mentioned time frame would have elapsed.

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.