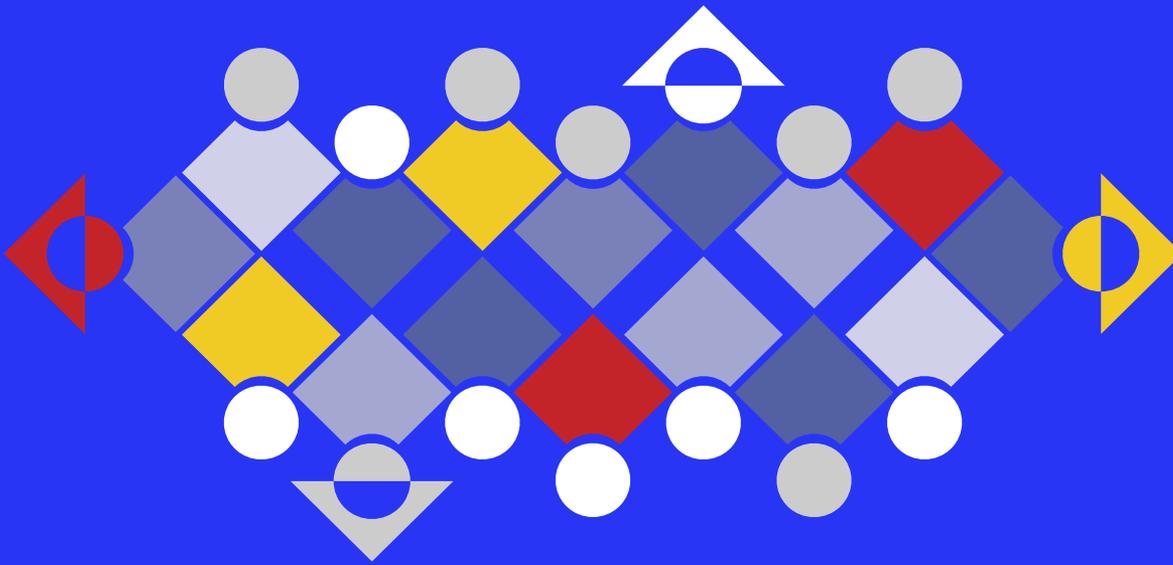
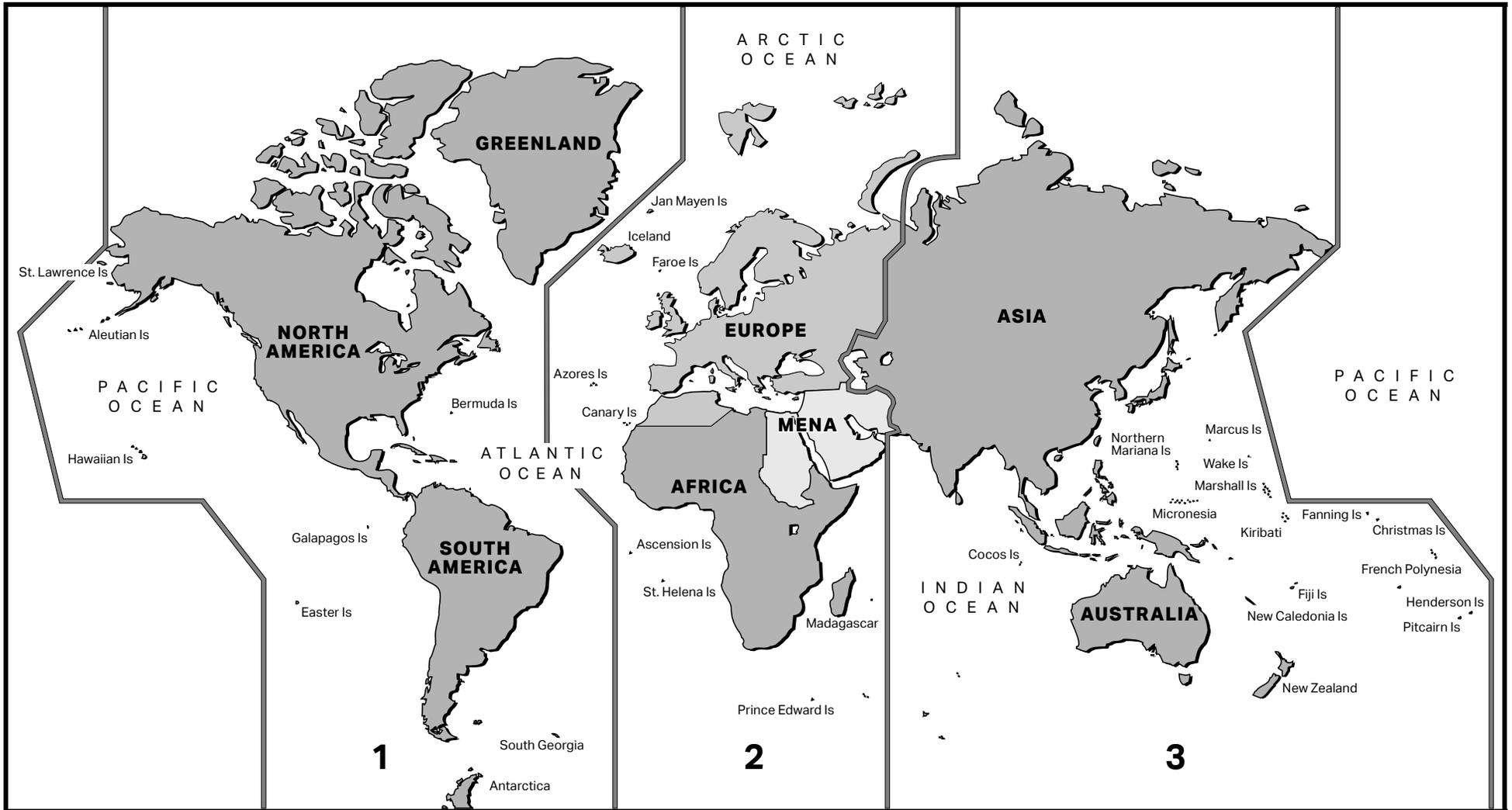


Passenger Agency Conference Resolutions Manual Edition 44



IATA AREAS



AREA 1 • NORTH, CENTRAL, SOUTH AMERICA AND ENVIRONS

AREA 2 • EUROPE, MIDDLE EAST, AFRICA

AREA 3 • FAR EAST, AUSTRALIA, NEW ZEALAND, PACIFIC ISLANDS

Effective 1 March 2023

Passenger Agency Conference

Resolutions Manual

Edition 44



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TABLE OF CONTENTS

	Page
Preface	v
Introduction	vii
 Resolution Number	
Passenger Services Conference Resolutions	
001 Permanent Effectiveness Resolution	1
004a Restriction of Applicability of Resolutions	4
006 Government Approvals	4
007 Resolution Prefixes	5
008 Adjustment of Effectiveness Dates	5
008a Extension of Expiry Date	6
 Passenger Agency Conference Resolutions	
200g Filing of Government Requirements and Authorisations	6
001aa Passenger Agency Conference Procedures—Tie-in	7
002a Suspension of Resolutions	7
003 Special Tie-in Resolution	8
010 Interpretation and Hierarchy of Rules Pertaining to the Sales Agency Programme	8
800 Passenger Sales Agency Rules	10
800a Application Form for Accreditation as an IATA Passenger Sales Agent	40
800f Agents' Financial Evaluation Criteria	43
800z Electronic Ticketing	46
810z Extension of Agency Programme in the People's Republic of China	46
812 Passenger Sales Agency Rules	47
812a Alternative Transfer Method Providers & Alternative Transfer Methods' Rules	120
814i Agency Programme Joint Council—Israel	123
818g Passenger Sales Agency Rules	124
820 Form of Certificate of Appointment	168
820d Office of Travel Agency Commissioner	168
820e Reviews by the Travel Agency Commissioner	171
822 IATA Numeric Code	176
824 Passenger Sales Agency Agreement (Version II)	177
824c Breach of Contract Liability Applicable to IATA Accredited Agents in the People's Republic of China	181
824r Refunds	182
826 Identification of Airlines' Points of Sale	183
830a Consequences of Violation of Ticketing and Reservation Procedures	183
830d Reservations Procedures for Accredited Agents	184
832 Reporting and Remitting Procedures	185
838 Change of Traffic Documents by Agents	200
844 NewGen ISS Pilot Tests	201



Passenger Agency Conference Resolutions Manual

Resolution Number		Page
846	NewGen ISS Transition	202
848	IATA EasyPay	203
850	Billing and Settlement Plans	204
850e	Industry Settlement Systems	216
850m	Issue and Processing of Agency Debit Memos (ADMs)	217
850p	Financial Securities	218
852	Designation and Selection of Ticketing Airline	220
854	Electronic Ticketing Systems in Billing and Settlement Plan Countries/Areas	221
858	Blocked Funds	226
860a	Passenger Agency Programme Global Joint Council (PAPGJC)	227
866	Definitions of Terms Used in Passenger Agency Programme Resolutions	230
868	Passenger Agency Conference Steering Group and the Agency Administrator	237
876	Non-Airline Passenger General Sales Agents	239
876b	Notification of Appointment of an Airline as Passenger General Sales Agent	240
880	Reduced Fares for Accredited Passenger Sales Agents	241
880a	IATA Travel Agent Identity (ID) Card	247
884	Reduced Fares for Delegates Attending Official Joint Industry Meetings	248
884a	Reduced Fare Transportation for National Travel Agency Association Officials	249
886	Members' Group Vocational Training Trips for Accredited Passenger Sales Agents	250
888	Free or Reduced Fare Transportation for IATA Passenger General Sales Agents	252
890	Customer Card Sales Rules	253
890x	Payment Fraud Liability in Transactions Resulting from an Offer	257
892	Disclosure of Positions Taken at an IATA Meeting	258
896	Alternative Transfer Method Providers & Alternative Transfer Methods [Transparency in Payments Transition]	258
898	Travel Industry Designators	262
Alphabetical Index by Subject Matter		263
Effectiveness Status of Resolutions		1

PREFACE

△ This is the 44th Edition of the separate Passenger Agency Conference Resolutions Manual, one of the four companion volumes of Procedures Conferences Resolutions issued on behalf of the Agency and Services Conferences of IATA. The Manual contains all Resolutions adopted by the 44th Passenger Agency Conference (Geneva, Switzerland, May 2022) and through Mail Vote during 2022.

Some of the Resolutions included in this volume have not been declared effective at the time of issue. Members are accordingly advised to consult the latest memorandum referring to the PAC series of Resolutions.

It should be noted that the Effectiveness Status of Resolutions are made available on the IATA website.

Including the following sections that was formerly found at the end of this Manual:

1. Key to Entries
2. Effectiveness of Resolutions
3. Departure from General Effectiveness
4. List of Conferences and Meetings

Any comments concerning this Manual should be addressed to the Director GDC Operations, FSDS (rodriguezja@iata.org).



INTRODUCTION

This Manual of Passenger Agency Conference Resolutions is issued on the authority of the Conference by the Agency Administrator acting as Conference Secretary. It consolidates the texts of all currently effective Passenger Agency Conference Resolutions as well as those Resolutions or amendments which have been adopted by that Conference but for which final approval action from one or more governments is still awaited. The Resolutions appear in numerical order.

The texts of certain Passenger Services Conference Resolutions, all so identified, which regulate procedural matters binding on Members of the Passenger Agency Conference are also reproduced in this Manual. Their inclusion is for the convenience of the reader who may have cause to consult them in relation to the application of Passenger Agency Conference Resolutions.

The Passenger Agency Conference has designated each of its Resolutions by the initials 'PAC'. The number in parenthesis is that of the Conference meeting, followed by the actual Resolution number; example, **PAC(02)800**. Where a PAC Resolution has been adopted by Mail Vote, then the serial number of the Mail Vote appears instead of a Conference meeting number; example, PAC (Mail A004) 874.

The number of the IATA Area will be indicated following the initials 'PAC' when a Resolution is only applicable in certain IATA Areas. The IATA Areas are as illustrated on the inside front cover of this Manual. Resolutions under the jurisdiction of the Passenger Agency Conference are numbered evenly in the 800 to 898 series.

The EXPIRY to the right of a Resolution heading indicates how long that Resolution is to remain in effect. An 'indefinite' expiry denotes that the Resolution will not automatically expire and that specific action, such as rescission, would have to be taken to cause it to expire. Where an expiry date appears, the Resolution will cease to have effect on that date unless prior action is taken to extend it. Where a Resolution with an expiry date is retained without interruption for a further period, it is said to be 'revalidated'. If there is a time gap between two periods of Resolution validity, the Resolution is said to be 're-adopted'.

The TYPE indicates whether parts of the Resolution can be in effect independently of others. A full description of the codes 'A', 'AA' or 'B' is given in Passenger Services Conference [Resolution 001](#) included in this manual. In brief, Type 'A' means that if one part of a Resolution is disapproved by a government, the entire Resolution falls. Type 'B' allows unaffected parts of the Resolution to remain in effect even though part has been disapproved. Type 'AA' is a variation of type 'A'.

DRAFTING PRACTICES

SUBJECT HEADINGS AND SUB-HEADINGS are in bold print. They are for reading convenience only and do not form part of the text of the Resolution proper.

GEOGRAPHICAL HEADINGS AND SUB-HEADINGS are also in bold print, but unlike subject headings they are an integral part of the Resolution since they further limit the actual areas of application of the provision concerned within the limits set out in the Resolution designator in the top left corner of the Resolution heading (e.g.; in a worldwide Resolution there may be a paragraph designated 'AREA 2 ONLY').

REFERENCE MARKS

The following symbols placed against an item indicate changes from the previous edition:

Symbol	Meaning
□	Addition of a new item
△	Change to an item
⊗	Cancellation of an item

To ascertain the exact words deleted, added or rearranged, the text of the amending Resolution should be consulted.

INTENTIONALLY OMITTED sometimes appears in place of a paragraph or subparagraph. This usually means that the provision in question has been deleted. Renumbering of subsequent provisions is thus avoided thereby easing the problems of consequential cross-referencing amendments in other Resolutions. Where there is a parallel Resolution for another Area, the advantages of uniform paragraph numbering are thus preserved.

ATTACHMENTS TO RESOLUTIONS

An attachment to a Resolution is a device to avoid overloading the Resolution with close detail whilst at the same time protecting the Resolution status of such close detail.

GOVERNMENT RESERVATIONS

The pertinent text of applicable Government Reservations is shown below the Resolutions affected.

ALPHABETICAL INDEX

The Resolutions are published in numerical order but to facilitate detailed subject matter references an Alphabetical Index is included at the back of the manual.



RESOLUTION 001**PERMANENT EFFECTIVENESS
RESOLUTION**

PAC(48)001

Expiry: Indefinite
Type: A

RESOLVED that:

1. The filing period and effectiveness and expiry dates of Resolutions adopted by the Passenger Agency Conference in accordance with the Provisions for the Conduct of the IATA Passenger Agency Conference shall be those specified on each such Resolution.

FILING AND APPROVAL

2. Each Member shall notify the Secretary of the Passenger Agency Conference concerned as to whether the filing or approval of Resolutions is required by the Government authorities of its country and shall accomplish any necessary filing with the appropriate Government authorities prior to the commencement of the filing period.

3. Each Member shall see that the Secretary of the Passenger Agency Conference concerned is promptly notified of any extension of the filing period, approval or disapproval by such Member's Government authorities and the Secretary of the Passenger Agency Conference concerned shall forthwith inform all Members thereof.

EFFECTIVENESS

4. Immediately following the filing period or any Government extension thereof, the Secretary of the Passenger Agency Conference concerned shall inform all Members specifying the effective date.

5. Each Resolution not disapproved by the appropriate Government authorities shall remain in effect until the earliest of the following:

5.1 180 days after a Member, at any regularly scheduled meeting of a Passenger Agency Conference authorised to act upon the type of Resolution a proposal for rescission having been duly placed on the agenda, rescinds its approval;

5.2 until it shall be effectively modified or rescinded by the Conference; or

5.3 until a Government disapproves or a Government approval has been withdrawn; or

5.4 until 30 days after the Secretary of the Passenger Agency Conference concerned receives notices from any Conference Member given in accordance with Paragraph 9 herein, stating its intention that a Resolution shall cease to be effective; or

5.5 until the expiry date.

6. Where a government specifically disapproves a Resolution or a portion thereof, Paragraph 8 shall be applicable.

7. Where a government does not specifically disapprove a Resolution but imposes a condition or change or requirement or authorisation affecting the provisions, conditions, effectiveness or applicability of any Resolution(s) as agreed by the Passenger Agency Conference, Paragraph 9 shall be applicable.

8. With respect to each Resolution shown as:

8.1 Type "A", disapproval by a government authority of a Resolution or a portion thereof shall be considered disapproval of the entire Resolution;

8.2 Type "A", disapproval by a government authority of a Resolution which amends a currently effective indefinite Resolution shall be considered disapproval of the amending Resolution;

8.3 Type "A", disapproval by a government authority of a Resolution which amends and revalidates a currently effective Resolution shall be considered as disapproval only of the amendment(s) and the Resolution which it was intended to amend shall be considered as revalidated unless the government specifically withdraws its approval of the currently effective Resolution;

8.4 Type "A", disapproval by a government authority of a portion of an amending Resolution and approval of the balance of the Resolution with a condition or change or requirement or authorisation affecting the provisions, conditions, effectiveness or applicability of such Resolution as agreed by the Conferences shall be resolved by the Member(s) under Paragraph 9 of this Resolution;

8.5 Type "AA", disapproval by a government authority of a Resolution or a portion thereof shall be considered disapproval of the entire Resolution provided that any pre-existent resolution which is to be replaced by a Type "AA" Resolution, shall be automatically revalidated until such Type "AA" Resolution becomes effective, or 180 days after the next meeting of the Conference, whichever is earlier;

8.6 Type "B" disapproval by any Government authority of a portion shall be considered as rendering only that portion of the Resolution void;

8.7 Type "B" but including one or more paragraphs marked Type "A", disapproval of all or any portion of such Type "A" paragraphs shall be considered as rendering the entire Resolution void.

9. Where a Government other than by a Government requirement or authorisation as described in [Resolution 200g](#) or by a government requirement that Members file notices or submit copies of filings either at the time of approval of any Resolution(s), or subsequently, imposes a condition or change or requirement or authorisation affecting the provisions, conditions, effectiveness or applicability of any Resolution(s), as agreed by the Conference(s) the following shall apply:

9.1 the Secretary of the Passenger Agency Conference concerned shall notify all Members of the action of such Government;

9.2 any Conference Member may, within 30 days from the date of such notification, submit a written notice to the Secretary of the Passenger Agency Conference concerned stating its intention that such Resolution(s) shall not come into effect, (or shall cease to be effective);

9.3 if the Secretary of the Passenger Agency Conference concerned receives such notice of intention within such 30 day period, such Resolution(s) shall not come into effect, or if already in effect, shall cease to be effective 30 days after receipt of such notice of intention by the Secretary of the Passenger Agency Conference concerned provided that any pre-existent resolution which is to be replaced by a Type "AA" resolution, shall be automatically revalidated until such Type "AA" resolution becomes effective or 180 days after the next meeting of the Conference, whichever is earlier;

9.4 if the Secretary of the Passenger Agency Conference concerned does not receive such notice of intention within such 30 day period, the action of such Government shall thereafter be deemed legally binding in accordance with its terms.

10. The term "Government(s)" as used in the preceding Paragraphs shall be deemed to be the government(s) referred to in Paragraph 2 hereof;

10.1 where due to action of any other government a Member is prevented from putting into effect the terms of any Resolution, such Member shall notify the Secretary of the Passenger Agency Conference concerned. The effect of such action shall be subject to the provisions of Paragraphs 8 and 9 hereof, and shall be restricted to the country of the government concerned and shall not be subject to any Special Effectiveness (Tie-In) Resolution, unless a Member notifies the Secretary of the Passenger Agency Conference concerned within 30 days from the date of circulation of the notification by the Secretary of the Passenger Agency Conference concerned that such action by the government concerned shall apply to the Resolution without restriction.

ANNOUNCEMENT, ADVERTISING AND SALES

11. Upon the coming into effect hereof, every unexpired Resolution shall be governed by the terms of this Resolution and the effectiveness Resolutions originally adopted shall forthwith expire; provided that the expiry date and type specified in the original effectiveness shall be retained in respect of such unexpired Resolutions.

GOVERNMENT RESERVATIONS

EGYPT

Should any IATA resolutions be made more liberal by means of any reservations, conditions or orders imposed or issued by any government in favour of an airline, then such reservations, conditions and orders shall also apply on Egyptair.

ETHIOPIA

Should any IATA fares and/or Resolutions be made more liberal by means of any reservations, conditions or orders imposed or issued by any Government in favour of an airline, then such reservations, conditions and orders shall also optionally apply in favour of Ethiopian Airlines, S.C. (22.1.74).

FRANCE

Having noticed that many Governments, in approving Resolutions are placing conditions or reservations which substantially change the intent of the Resolutions, it is to be understood that the French Government shall not automatically be bound by such conditions or reservations especially those which are issued by Governments not directly concerned with the type of traffic involved.

HONG KONG (SAR), CHINA

Hong Kong (SAR), China—change of status from 1 July 1997.

IATA Resolutions 807, 810c, 810z regarding sales agents in the mainland of China are not applicable in Hong Kong SAR.

INDIA

1. Should any International Air Transport Association Resolution be made more liberal by means of any reservations, conditions or orders imposed or issued by any Government in favour of an airline, then such reservations, conditions and orders shall apply in favour of Air-India unless otherwise directed by the Government of India.

2. IATA passenger and cargo Resolutions, otherwise applicable to traffic within Area 3, shall not apply to transportation wholly between points in India on the one hand and points in Bangladesh on the other. (10.9.73)

INDONESIA

Should any IATA Resolution be made more liberal by means of any reservation, condition or order imposed or issued by any Government, in favour of an airline, then such reservation, condition and order shall also apply in favour of P.T. Garuda Indonesian Airways, unless otherwise directed by the Government of Indonesia.

IRAQ

The resolutions considered are those adopted by IATA and no account has been taken of any conditions or reservations made by other Governments in approving the resolutions. Accordingly Iraqi Government reserves the right to withdraw or condition further its approval of the Resolutions if it appears that the decisions of other Governments have substantially changed the meaning of the Resolutions.

ISRAEL

1. Any Government Order for reduced transportation issued by the Israel Government to El Al Israel Airlines and/or to other carriers operating to and from Israel, which requires filing with IATA (except Government business), will be deemed to be a Government Order to any one and to all carriers permitted to operate to and from Israel, enabling them to match the reduced fares, rates and conditions contained in such an Order.

2. Any Government Directive or Order shall not be valid for transportation from/to or via Israel without the prior approval of the Director, Department of Civil Aviation.

3. El Al Israel Airlines is entitled to match or establish competitive fares, rates, conditions and provisions resulting from any Government action, such as reservations or conditions placed on IATA Resolutions, or orders, directives, requirements, authorisations, etc. issued in favour of any airline or airlines. (13.12.72)

ITALY

Any Government directives, procedures or conditions (passenger and cargo) applicable to transportation from/to/via Italy, authorising a deviation from IATA Resolutions or replacing them in case of lack of an IATA agreement, shall be submitted for study to the Ministry of Transport and Civil Aviation—Director General of Civil Aviation, and will only come into effect after this Ministry has given its approval.

JORDAN

If any IATA Resolutions were made or may be made in the future more liberal in favour of a Member by means of any reservations, conditions or orders imposed or issued by any Government, then Royal Jordanian shall have the right to make use of such reservations, conditions and orders.

MACAU (SAR), China—change of status from 20 December 1999

IATA Resolutions 807, 810c, 810z regarding sales agents in the mainland of China are not applicable in Macau, SAR.

MALAWI

Should any International Air Transport Association Resolution be made more liberal by means of any reservation, condition or order imposed or issued by any Government, in favour of an airline, then such reservation, condition or order shall also apply in favour of Air Malawi Limited, unless otherwise directed by the Government of the Republic of Malawi. Furthermore, all such requirements affecting the air services to/from the Republic of Malawi (except those concerning a special individual journey or shipment) shall be submitted by Members to Air Malawi Limited for filing with the Government of the Republic of Malawi for prior specific approval, and will be applicable only if approved and in accordance with any terms contained in such approval (9.4.91).

PAKISTAN

Should any International Air Transport Association Resolution be made more liberal by means of any reservations, conditions or orders imposed or issued by any Government in favour of an airline, then such reservations, conditions and orders shall also apply in favour of Pakistan International Airlines.

PEOPLE'S REPUBLIC OF CHINA

Any amendments to [Resolution 818g](#) shall be determined by Conference, and prior to implementation in China, shall be subject to review and approval by the CAAC prior to any declaration of effectiveness or implementation in China.

SAUDI ARABIA

1. Should any International Air Transport Resolution be made more liberal by means of any reservations, conditions or orders imposed or issued by any Government in favour of an airline, then such reservations, conditions and orders shall upon request by Saudia, also apply in favour of Saudi Arabian Airlines.

2. Any Government directive authorising a deviation from IATA Resolutions shall be filed by the carrier concerned with the Civil Aviation Authority of the Kingdom of Saudi Arabia through the

Saudi Arabian Airlines Corporation when transportation is to/from or via Saudi Arabia. Such Government directive shall not be implemented unless prior approval of the Saudi Government has been obtained thereto. Government orders concerning a specified individual journey or shipment are excluded from this reservation.

UNITED KINGDOM

Resolutions herein considered are those adopted by IATA which has not taken account of any conditions or reservations made by other governments in approving the Resolutions. Accordingly, Her Majesty's Government (acting by the Civil Aviation Authority) reserves the right to withdraw its approval to or impose conditions or changes thereto or to disapprove a portion of any Resolution herein if it appears that decisions of other governments have substantially changed the meaning of any Resolution herein.

RESOLUTION 004a¹

RESTRICTION OF APPLICABILITY OF RESOLUTIONS

PSC-CSC(01)004a

Expiry: Indefinite
Type: B

RESOLVED that:

1. Resolutions of this Traffic Conference shall not apply to air transportation exclusively between points in the United States on the one hand and points in Canada on the other; provided that for the purposes of this Resolution the United States shall be construed to include the 50 states and the District of Columbia.

RESOLUTION 006²

GOVERNMENT APPROVALS

PSC-CSC(01)006

Expiry: Indefinite
Type: B

RESOLVED that:

1. It shall be the responsibility of each Member to ascertain by title and number which Resolutions must be acted upon by its Government authorities and to ensure that the Secretary of the Traffic Conference concerned is promptly notified of any action or intention to act of such Government authorities with respect to such Resolutions.

2. If, prior to termination of the filing period, or any extension thereof, the Secretary of the Traffic Conference concerned has not received from the appropriate Member notification as to particular Resolutions as provided above, it shall be considered that the Government authority does not object to promulgation by the Secretary of the Traffic Conference concerned of announcement and effective dates as provided in the effectiveness Resolutions relating thereto.

GOVERNMENT RESERVATIONS

UNITED STATES

Order 12305 dated 31 March 1958:

Air carrier members of IATA are not thereby relieved from observing any Board action whenever taken, intended action or notification of extension of the filing time properly transmitted to such members or their designated agents by the Board within the appropriate time period, or the conditions of Order E-9305, as amended by Order E-10992; (which orders extend approval of Agreement providing for establishment and conduct of regional Traffic Conferences of IATA).

¹ This Resolution is binding upon all Members of the Passenger and Cargo Agency and Services Conferences. Amendments to this Resolution may be made by individual meetings of either the Passenger or Cargo Services Conference but will be subject to endorsement of the other Conference.

² This Resolution is binding upon all Members of the Passenger and Cargo Agency and Services Conferences. Amendments to this Resolution may be made by individual meetings of either the Passenger or Cargo Services Conference but will be subject to endorsement of the other Conference.

RESOLUTION 007¹**RESOLUTION PREFIXES**

PSC-CSC(01)007

Expiry: Indefinite
Type: A

RESOLVED that:

1. When in the body of a Resolution another Resolution is referred to by its code number only (the number to the right of the parenthesis), the Resolution referred to shall be the currently effective Resolution (as amended) bearing the same code number and applicable to the same Conference as the Resolution which refers to it.

RESOLUTION 008²**ADJUSTMENT OF EFFECTIVENESS DATES**

PSC-CSC(01)008

Expiry: Indefinite
Type: B

RESOLVED that:

1. Where Government delay in acting on a Resolution or other Government action or inaction affecting that Resolution necessitates a later effective date than that intended by the Traffic Conference, the Secretary of the Traffic Conference concerned after receipt of all necessary Government approvals, may prescribe an appropriate effective date; provided that this shall in no event be later than 30 days after the date of receipt by the Secretary of the Traffic Conference concerned of all necessary Government approvals; provided further that where a Resolution intended to become effective in two or more Conferences on the same date is approved in time for such effectiveness for one Conference but not for another, the date in the former case may be delayed so as to coincide with the actual effective date of the latter, but in no case shall such delayed effectiveness be greater than 30 days.

GOVERNMENT RESERVATIONS**MALTA**

1. *The general reservation placed by the Government of Malta on [Resolution 001](#) is also applicable to [Resolution 008](#).*

UNITED STATES

Order E-6559:

1. *Approval of any resolution herein shall not be deemed approval of the application to such resolution of any other resolution except to the extent permitted by any approval of such other resolution.*
 2. *No approval of any resolution herein shall extend beyond the period of effectiveness of approval of the "Provisions for the Regulation and Conduct of the Traffic Conferences of the International Air Transport Association" by the Board.*
 3. *Approval of any effectiveness resolution is limited to the extent that it provides effective dates for other approved resolutions.*
 4. *Approval of any resolutions shall be subject to the conditions that air carrier members of IATA file with the Board, five days from the date the notices are sent or received, copies of all notices rescinding or amending any of the provisions or modifying the period of effectiveness of any resolution under the provisions of any resolution or portion thereof which permits such rescission, amendment or modification.*
-

¹ This Resolution is binding upon all Members of the Passenger and Cargo Agency and Services Conferences. Amendments to this Resolution may be made by individual meetings of either the Passenger or Cargo Services Conference but will be subject to endorsement of the other Conference.

² This Resolution is binding upon all Members of the Passenger and Cargo Agency and Services Conferences. Amendments to this Resolution may be made by individual meetings of either the Passenger or Cargo Services Conference but will be subject to endorsement of the other Conference.

RESOLUTION 008a¹

EXTENSION OF EXPIRY DATE

PSC-CSC(01)008a

Expiry: Indefinite
Type: B

RESOLVED that:

1. Where a Resolution of an individual, joint or composite meeting which has a given expiry date is intended to be replaced by a substantially similar Resolution and where because of Government delay or otherwise a time gap will exist between such expiry date and the intended date of effectiveness of the replacing Resolution, the Secretary of the Traffic Conference concerned may extend the period of effectiveness of the original Resolution in order to avoid such time gap.
2. Nothing herein shall authorise extension of the effectiveness of a Resolution more than 60 days after the date upon which it would otherwise have expired.

GOVERNMENT RESERVATIONS

AUSTRALIA

1. *The general reservation placed by the Government of Australia on [Resolution 001](#) is also applicable to [Resolution 008a](#).*

UNITED STATES

Order E-6116:

1. *Approval of any resolution herein shall not be deemed approval of the application to such resolution of any other resolution except to the extent permitted by any approval of such other resolution.*
 2. *No approval of any resolution herein shall extend beyond the period during which Board approval of the "Provisions for the Regulation and Conduct of the Traffic Conferences of the International Air Transport Association" is in effect.*
 3. *Approval of any effectiveness resolution is limited to the extent that it provides effective dates for other approved resolutions.*
 4. *Approval of any resolution shall be subject to the conditions that air carrier members of IATA file with the Board, five days from the date the notices are received or sent, copies of all notices rescinding or amending any of the provisions or modifying the period of effectiveness of any resolution under the provisions of any resolution or portion thereof which permits on, amendment or modification.*
-

RESOLUTION 200g

FILING OF GOVERNMENT REQUIREMENTS AND AUTHORISATIONS

PAC(42)200g

Expiry: Indefinite
Type: A

RESOLVED that:

1. In order to clarify the Government requirements or authorisations relating to the Passenger Agency Conference:

1.1 Members shall file within 30 days of issuance, an exact copy of any Government requirement or authorisation (together with a translation thereof into one of the IATA languages if required) with the Secretary of the Passenger Agency Conference;

1.2 any Government procedural requirement or authorisation filed by a Member with the Secretary of the Passenger Agency Conference pursuant to 1.1 shall be circulated to all Members;

1.3 unless by its terms any Government requirement or authorisation has a definite expiry date, the filing Member shall advise the Secretary of the Passenger Agency Conference concerned for circulation to all Members whenever such Member becomes aware that such filed Government requirement or authorisation is withdrawn or otherwise ceases to apply;

1.4 all such requirements and authorisations circulated by the Secretary of the Passenger Agency Conference concerned shall be subject to [Paragraph 9 of Resolution 001](#).

Note: *Applicable reservations dealing with Government Directives or Orders are published under [Resolution 001](#).*

¹ This Resolution is binding upon all Members of the Passenger and Cargo Agency and Services Conferences. Amendments to this Resolution may be made by individual meetings of either the Passenger or Cargo Services Conference but will be subject to endorsement of the other Conference.

RESOLUTION 001aa**PASSENGER AGENCY CONFERENCE PROCEDURES—TIE-IN**

△ PAC(58)001aa (amended) Expiry: Indefinite
Type: B

WHEREAS responsibility for certain Resolutions has been assigned to the Passenger and Cargo Services Conferences, it is

RESOLVED that,

1. the procedures for filing, approval and effectiveness of the Resolutions adopted by the Passenger Agency Conference shall be those set forth in [Resolution 001](#) as agreed and amended by the Services Conferences;

2. the Passenger Agency Conference recognises that the following Resolutions assigned to the Services Conferences apply to Agency matters but as an administrative convenience may be amended only by the Services Conferences:

[001](#), [004a](#), [006](#), [007](#), [008](#), [008a](#), [200g](#);

△ 3. the Agency Administrator, with the approval of the Chair of the Passenger Agency Conference, shall take any consequential administrative action required by amendments to the above listed Resolutions.

RESOLUTION 002a**SUSPENSION OF RESOLUTIONS**

PAC1(09)002a(USA only) Expiry: Indefinite
Type: B

WHEREAS the Resolutions of the Passenger Agency Conference applicable in the United States presently are exempt from the operation of the United States 'antitrust laws', and

WHEREAS by Order 82-12-85 the Civil Aeronautics Board of the United States has granted antitrust immunity as a transitional measure only until 31 December 1984 to various Resolutions of the Passenger Agency Conference,

WHEREAS without such exemption from the operation of the antitrust laws, the exposure of Members and IATA to the expense and inconvenience of litigation would be significantly increased, it is

RESOLVED that, the Agency Administrator may upon so notifying Members by telegraph, suspend or reinstate for seven days the effectiveness of such Resolution, or part thereof, as he considers to be in the Members' collective legal interest. If during the course of such preliminary suspension or reinstatement no Member protests the Agency Administrator's action, the suspension or reinstatement shall thereafter continue in effect until reviewed by the Passenger Agency Conference. If during the course of the preliminary suspension or reinstatement any Member protests the action taken, the Agency Administrator shall convene a Special Meeting of the Passenger Agency Conference to review the matter and to take final action upon it.

RESOLUTION 003

SPECIAL TIE-IN RESOLUTION

PAC(24)003(except USA)

Expiry: Indefinite
Type: B

RESOLVED that,

1. notwithstanding [Resolution 001](#), the following Resolutions shall become effective only if all such Resolutions become effective; provided that if any of such Resolutions is disapproved or rescinded or a Government approval is deferred or withdrawn, all such Resolutions shall be simultaneously voided, rescinded or deferred as the case may require, or if a Government approval expires as to any of these Resolutions, all such Resolutions expire:

[PAC\(22\)824 \(except USA\)](#)

RESOLUTION 010

INTERPRETATION AND HIERARCHY OF RULES PERTAINING TO THE SALES AGENCY PROGRAMME

PAC(50)010(except USA)

Expiry: Indefinite
Type: B

WHEREAS [Resolution 824](#) provides for a form of Passenger Sales Agency Agreement to be adopted and implemented by the Agency Administrator;

WHEREAS [Section 2](#) of [Resolution 824](#) stipulates the Rules, Resolutions and other provisions deemed to be incorporated by reference in the said Passenger Sales Agency Agreement;

WHEREAS [Resolution 824](#), as well as said Rules, Resolutions and other provisions may be amended from time to time by the Conference;

WHEREAS the Conference wishes to clarify the rules of interpretation and the hierarchy that applies to such Rules, Resolutions and other provisions;

WHEREBY it is hereby RESOLVED as follows:

1. DEFINITIONS

the definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

2. APPLICATION

this Resolution applies, unless an express contrary intention appears, to all Rules, Resolutions and other provisions of the Agency Programme, whether enacted before or after the commencement of this Resolution.

3. AUTHORITY OF CONFERENCE

3.1 the authority to enact, amend or repeal any of the Rules, Resolutions or other provisions incorporated in the Passenger Sales Agency Agreement lies exclusively with the Conference. The Agency Administrator, IATA, the Carriers, the Airlines, the Agents and the Travel Agency Commissioners are all bound by the decisions of the Conference regarding the Agency Programme.

3.2 notwithstanding the above, the Conference may, from time to time, delegate by Resolution power to IATA, to the ISS Management, or to the Agency Administrator, (as well as delegate to the Agency Programme Joint Council the power to make recommendations to the Conference) including, without limitation, that the Conference has delegated to the Agency Administrator the responsibility and power to manage the Agency Programme in accordance with the Members' rules and resolutions, as well as the autonomy to act in extraordinary circumstances. Any such delegation of power shall be deemed to include such ancillary power as is reasonably necessary to enable the relevant person or entity to act. Where a

power is conferred to adopt rules or provisions or to set standards, the power shall be construed as including a power to repeal, amend or vary the rules, provisions or standards and the power to make others.

4. HIERARCHY OF SOURCES

4.1 the following hierarchy of sources of rights and obligations continues to apply in connection with the Agency Programme:

- 1st. any Applicable Law;
- 2nd. the form of Passenger Sales Agency Agreement embodied in [Resolution 824](#);
- 3rd. any contractual document specifically executed by the Agent and by IATA, acting on behalf of the Carriers;
- 4th. all other Resolutions of the Conference contained in the Travel Agent's Handbook;
- 5th. any Local Financial Criteria, as approved by the Conference; and
- 6th. any and all applicable rules and provisions included in the BSP Manual for Agents.

4.2 in the event of any inconsistency between two sources of rights and obligations with respect to any matter specifically dealt with by both, the provisions of the higher-ranking source governs. In such a case, the inferior-ranking source remains in force but simply does not apply to the extent of the inconsistency.

4.3 in case of inconsistency between two sources of equal ranking, the most recently-enacted instrument prevails.

4.4 the Conference may exceptionally provide that a source of inferior ranking, such as a Local Financial Criteria, will prevail, but such provision by the Conference must be explicit and it can never be inferred or presumed.

5. ENTRY INTO FORCE, AMENDMENTS AND REPEALS OF RESOLUTIONS

5.1 Resolutions come into force at the time that they are declared to be effective by the Conference and provided to the Agent in accordance with [Resolution 824](#). They remain in effect and apply to facts, circumstances and situations arising thereafter and shall not have retroactive effect.

5.2 every Resolution shall be so construed as to reserve to the Conference the power of rescinding or amending it. Where a Resolution is rescinded or amended in whole or in part, the rescission or amendment does not affect the previous operation of the Resolution so rescinded or anything duly done or suffered thereunder, or affect any right, privilege, obligation or liability acquired, accrued, accruing or incurred prior to the deemed effective date of such rescission or amendment. All rules and provisions adopted under the rescinded Resolution remain in force and are deemed to have been made under the new Resolution, in so far as they are not inconsistent with the

new Resolution or have not themselves been expressly rescinded, in which case the new Resolution shall prevail.

5.3 amendments to Resolutions can be declaratory or remedial, depending on circumstances and no inference one way or another can be drawn from the amendment, unless specified in the amendment.

6. RULES OF INTERPRETATION

6.1 subject to any governmental or other state approval as may be required, every Resolution applies globally wherever the Passenger Agency Programme is in effect, unless a contrary intention is expressed in the Resolution in which case the Resolution concerned applies only to the areas or countries mentioned as such.

6.2 a Resolution shall be considered as always applicable, and where a matter or thing is expressed in the present tense, it shall be applied to the circumstances as they arise, so that effect may be given to the enactment according to its true spirit, intent and meaning.

6.3 the preamble of a Resolution shall be read as a part of the Resolution intended to assist in explaining its purport and object.

6.4 any word contained in a Resolution in the singular number includes the plural; any word importing any gender includes the masculine, feminine and neuter genders; any word importing a person includes a corporation, a partnership and any other entity and vice-versa.

7. COMPUTATION OF TIME

7.1 where the time limit determined for the execution of a provision expires or falls on a bank holiday in the country of the Agent's Approved Location, the action may be executed on the immediate day following that is not a bank holiday.

7.2 where the time limit determined for the execution of a provision is expressed to begin after or to be from a specified day, the computation of such time period does not include that day. Where there is a reference to a number of days between two events, in calculating that number of days the day on which the first event happens is excluded and the day on which the second event happens is included.

8. LANGUAGE

where Resolutions are adopted in another language in addition to English, or where administrative translations of Resolutions are prepared, the English version shall prevail.

RESOLUTION 800

PASSENGER SALES AGENCY RULES

**ATTACHMENT 'C'—FINANCIAL ASSESSMENT
FRAMEWORK FOR AGENTS WITH AN AMOUNT AT
RISK GREATER THAN USD 5 MILLION**

△ PAC(58)800/(Mail A607)(except USA) Expiry: Indefinite
Type: B

This Resolution is applicable in the following markets and regions:

Afghanistan, Algeria, Angola, Armenia, Belarus, Bhutan, Brunei Darussalam, Burundi, Cape Verde, Christmas Island, Cocos (Keeling) Islands, Cuba, Comoros, Democratic People's Republic of Korea (DPRK), Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Falkland Islands/Malvinas, Gambia, Guinea, Guinea-Bissau, Indian Ocean Islands, Islamic Republic of Iran, Iraq, Israel, Laos (Peoples' Democratic Republic), Liberia, Libya, Madagascar, Maldives, Sao Tome and Principe, Seychelles, Sierra Leone, Somalia, Tajikistan, Timor Leste, Turkmenistan, and Uzbekistan.

RESOLVED that, the following Rules are adopted and implemented:

Contents

INTRODUCTION

SECTION 1—DEFINITIONS

SECTION 2—CRITERIA FOR ACCREDITATION AND RETENTION

SECTION 3—AGENCY INVESTIGATION PANEL

SECTION 4—PROCEDURES FOR ACCREDITATION OF AGENTS

SECTION 5—APPOINTMENTS

SECTION 6—APPLICATION OF MINIMUM SECURITY STANDARDS FOR PREMISES AND SYSTEMS

SECTION 7—REPORTING AND REMITTING DIRECTLY TO MEMBERS IN NON-BSP COUNTRIES

SECTION 8—REPORTING AND REMITTING THROUGH THE BILLING AND SETTLEMENT PLAN

SECTION 9—CONSEQUENCES OF DEFAULT

SECTION 10—COMMISSION AND BENEFICIAL SERVICES

SECTION 11—CHANGE OF OWNERSHIP, LEGAL STATUS, NAME OR LOCATION

SECTION 12—REVIEWS BY THE TRAVEL AGENCY COMMISSIONER

SECTION 13—ARBITRATION

SECTION 14—MEASURES AFFECTING AN IATA AGENT'S STANDING

SECTION 15—INDEMNITIES AND WAIVER

ATTACHMENT 'A'—NOTICE OF CHANGE

ATTACHMENT 'B'—APPLICATION OF AGENCY FEES

Introduction

1. PURPOSE

the purpose of this Resolution is to encourage the orderly promotion and sale of international air transportation by Members through their Accredited Agents in an efficient manner based on established business procedures, in the interests of the travelling public, Members and their Agents.

2. ONLY ACCREDITED AGENTS TO BE APPOINTED

a travel agency appointed by a Member to sell international air transportation must be an Accredited Agent operating from an Approved Location whose name and address have been entered on the Agency List.

3. DUTY TO PROMOTE AND SELL FOR APPOINTING MEMBERS

an Accredited Agent undertakes to the best of its ability to represent the interests of the Member and to promote and sell international air transportation.

4. AGENCY INVESTIGATION PANEL

The activities of the Agency Investigation Panel are contained in Section 3 of these Rules. For the purposes of these Rules, in any country where there is no Agency Investigation Panel in place, references to such group shall be replaced with the “Agency Administrator”.

Section 1—Definitions

The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

The use of words and expressions in the singular shall, where the context so permits, be taken to include their use in the plural and vice versa.

Paragraph headings are for ease of reference only and do not form part of these Rules.

Section 2—Criteria for Accreditation and Retention

When, pursuant to the provisions of this Section, the Agency Investigation Panel is authorised to establish certain standards, application of such standards shall be subject to their prior endorsement by the Agency Administrator. Standards so endorsed shall be published in the Handbook.

2.1 any Person in possession of the appropriate official licences, where required, may be considered for inclusion in the Agency List and have a place of business entered as an Approved Location on the Agency List, or an Agent may have an application considered for an additional place of business entered as an Approved Location on the Agency List by meeting the following requirements which have been confirmed as met through investigation performed on behalf of the Agency Investigation Panel, and submitting an application to the Secretary of the appropriate Agency Investigation Panel in the form prescribed by the Conference;

2.2 when there are reasons to believe that an Accredited Agent or Approved Location does not continue to meet such requirements, the Agency Administrator shall on his own initiative, or may, at the request of the Agency Investigation Panel or of a Member, initiate a review of the Agent or Location. If the Agent is unable to demonstrate to the Agency Administrator by a specified date that it meets the qualifications, the Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement or, in the case of a Branch Office Location, of removal of such Location from the Agency List. Such termination shall not take effect if, prior to the date of termination or removal, the Agency Administrator determines that the Agent or Location meets the qualifications;

2.3 if at any time the Agency Administrator becomes aware that an application, which resulted in accreditation of the Applicant, contained a material statement that was inaccurate or incomplete in respect of the criteria set out in Subparagraphs 2.4.6 and 2.4.7 of this Paragraph, it shall be grounds for the Agency Administrator, if he considers that the circumstances so warrant, to give the Agent notice of termination of the Sales Agency Agreement or, in the case of a Branch Office Location, of removal of such Location from the Agency List; provided that such termination or removal shall not take effect if, prior to the date of termination or removal:

2.3.1 the Agent eliminates the grounds for such termination or removal to the satisfaction of the Agency Administrator or,

2.3.2 the Agency Administrator is satisfied that the Agent can be relied upon to comply with the terms of the Sales Agency Agreement, these Rules and other Resolutions of the Conference;

2.4.1(a) the applicant must provide accredited accounts showing satisfactory financial standing and ability to remain solvent and pay bills. The applicant shall submit independently produced financial statements prepared in accordance with local accounting practices as specified by the Agency Investigation Panel. Such statements shall

be evaluated and found satisfactory pursuant to the standards established from time to time by the Agency Investigation Panel. The standards shall be endorsed and published in the Travel Agent's Handbook by the Agency Administrator. The following will be taken into account when assessing the applicant's financial standing:

2.4.1(a)(i) availability of adequate liquid funds to meet normal trading commitments,

2.4.1(a)(ii) capital required to be commensurate with fixed assets,

2.4.1(a)(iii) the existence of preferential claims on the assets and the existence of contingent liabilities;

2.4.1(b) to obtain a satisfactory evaluation, the applicant may be required to provide further information or additional financial support in the form of bank or insurance bonds or guarantees. Failure on the part of an Agent to renew, by the expiry date, any such bank or insurance bonds or guarantees shall constitute grounds for the Agency Administrator to give the Agent notice of termination of the Sales Agency Agreement and notify all Members and, where applicable, Airlines and ISS Management. If, prior to the date of termination, the Agency Administrator receives evidence that such bank or insurance bonds or guarantees have been renewed as required, the termination shall not take effect and he shall reinstate credit facilities and so notify the Agent, all Members and, where applicable, ISS Management;

2.4.1(c) if so directed by the Agency Administrator, the Agency Investigation Panel shall conduct annual examinations of the financial standing of Agents. Its Secretary may request and the Agent concerned shall be under obligation to furnish, by the date specified in the Secretary's letter of request, the documents deemed necessary by the Agency Investigation Panel to conduct such examination. Failure by the Agent to submit such documents as prescribed shall be grounds for the Secretary to issue a Notice of Irregularity and to give the Agent 30 days to comply. Failure by the Agent to comply within 30 days shall be grounds for the Agency Investigation Panel to request the Agency Administrator to give the Agent notice of termination of the Sales Agency Agreement and notify all Members, Airlines and ISS Management accordingly, provided that if the Agent demonstrates to the Agency Administrator prior to the termination date that it meets the Local Financial Criteria incorporated in the Travel Agent's Handbook the termination shall not take effect;

2.4.1(d) when the Agency Investigation Panel determines that an Agent no longer satisfies the Local Financial Criteria, it may, if circumstances so warrant, prescribe in writing such conditions as are deemed appropriate to be complied with by the Agent within 60 days of the date of such written prescription. The Secretary shall determine if such conditions have been met. On finding that the Agent failed to comply, the Secretary shall request the Agency Administrator to issue a Notice of Irregularity, to withdraw all Traffic Documents, and require the Agent to comply within 30 days. If the Agent fails to comply within 30 days the Secretary shall request the Agency Administrator to give the Agent notice of termination of the Sales Agency

Agreement and notify all Members, Airlines and ISS Management accordingly;

2.4.1(e) if subsequent to the action taken under Subparagraph 2.4.1(d) above, but prior to the termination date, the Agent satisfies the Secretary that the prescribed conditions have been met, the termination shall not take effect and the Agency Administrator shall reinstate credit facilities and notify the Agent, all Members, Airlines and ISS Management accordingly;

2.4.1(f) if the termination takes effect pursuant to the provisions of Subparagraph 2.4.1(c) and 2.4.1(d) above, the Agent may, within 30 days of the termination, invoke the procedures for review of the Agency Administrator's action by the Travel Agency Commissioner;

2.4.1(g) when the financial position of an Agent is subject to examination by the Agency Administrator, and the Agent is unable to meet the Local Financial Criteria, the Agency Administrator shall take normal business fluctuations into account and provide the Agent with a reasonable period of time to meet those criteria;

2.4.1(h) A cost justified financial review fee, the level to be set by IATA Management, will apply for each Agent that fails to comply with established Local Financial Criteria.

2.4.2 the Applicant must wholly own and fully manage the business for which approval is sought as a Branch Office Location;

Branch Locations in Other Markets

2.4.2.1 An applicant that opens Branch Locations in a market, that is different from where the Head Office legal entity is located, will be assessed against the Local Financial Criteria established for the market of the Branch Location. In such event the Agent will be required to submit the financial documents of the Head Office legal entity. Where the Agent is unable to meet the applicable Local Financial Criteria of the market of the Branch Location, it shall be required to furnish additional security in the form of a bank or insurance bond or guarantee to cover the Sales at Risk for that location.

2.4.3 the Applicant must have at the location concerned, except as provided in Subparagraph 2.4.4.2(c) of this Paragraph, at least two full-time travel staff members qualified and competent to sell international air transportation and issue travel documents, in accordance with the standards laid down by the Agency Investigation Panel;

2.4.4 the place of business for which approval is sought shall be open for business on a regular basis, be clearly identified as a travel agency and freely accessible to the general public for the sale of international air transportation; provided that such place of business;

2.4.4.1 shall not be located at an airport. (The term 'airport' means the airport and supporting facilities, including all parking areas, under the direct jurisdiction of the Airport Authorities),

2.4.4.2 shall not be located on the premises of an organisation, plant or commercial firm and dedicated substantially to the travel requirements of that

organisation, plant or commercial firm, unless it meets the following additional requirements:

2.4.4.2(a) it is a branch of an existing Accredited Agent, and

2.4.4.2(b) it is clearly identified as a travel office conducting its activities separately from other activities in such premises, and

2.4.4.2(c) it is staffed exclusively by the Accredited Agent, having at least one person meeting the minimum qualifications of Subparagraph 2.4.3 of this Paragraph, and

2.4.4.2(d) where possible, it shall have a separate telephone number, and

2.4.4.2(e) it meets all other criteria of these Rules, including having its own separate security facilities for safe-keeping of paper Traffic Documents supplied by a Member, except that it need not be freely accessible to the general public,

2.4.4.3 shall not be located in office space jointly occupied with another travel agency, an Accredited Agent or an air carrier;

2.4.5 the Applicant must not have a name which is the same as, or is misleadingly similar to, that of an IATA Member or IATA. The place of business must not be identified as an office of a Member or a group of Members;

2.4.6 the Applicant, its managerial staff or its principal stockholders (or persons for whom they act as nominees), directors, officers or managers shall not have been found guilty of wilful violations of fiduciary obligations incurred in the course of business, nor be undischarged bankrupts; any Member holding such information shall immediately inform the Agency Administrator accordingly;

2.4.7 no person who is a director of or who holds a financial interest or a position of management in the Applicant shall have been a director of or had a financial interest or held a position of management in an Agent which has been removed from the Agency List or is under notice of default and still has outstanding debts to Members, or in such an Agent whose debts to Members were met solely or in part by recourse to a financial bond or guarantee; provided that the Applicant may nevertheless be approved if the Agency Investigation Panel is satisfied that such person did not participate in the acts or omissions that caused such removal or default or if it is satisfied that the applicant can be relied upon to comply with the terms of the Sales Agency Agreement, these Rules and other Resolutions of the Conference;

2.4.8(a) the Applicant must not be a General Sales Agent for a Member in the country (whether or not for the whole of that country) where the location for which approval is being sought is situated; provided that this shall not preclude consideration by the Agency Investigation Panel of such an applicant if the application contains evidence, to the satisfaction of the Agency Investigation Panel, that the applicant will have ceased to be such a General Sales Agent before the date of effectiveness of the decisions

taken by the Agency Investigation Panel at the meeting where the application is acted upon;

2.4.8(b) the Applicant must not act as a General Sales Agent for one or more non-IATA air carriers. Nevertheless an applicant or an Accredited Agent may be authorised to act as a GSA for one or more non-IATA air carriers if so agreed by unanimous vote of Members present and voting at a meeting of the Agency Investigation Panel, and, the decision having been promptly circulated to all Members by the Agency Administrator, no Member files written protest with the Agency Administrator within 15 days of details of such decision being circulated;

2.4.9 the applicant shall make adequate provision for the safe custody of paper Traffic Documents supplied by a Member and the security of premises in accordance with the standards prescribed from time to time by the Agency Investigation Panel, with the concurrence of the national carrier(s) concerned;

2.4.10 in respect to the issue of Traffic Documents after accreditation an Agent shall comply with the provisions of [Resolution 822](#) to the extent that they affect an Agent's obligations or actions;

2.4.11 in any country/area where a BSP is in operation, the applicant shall have, at the place of business under application, the facility to issue on behalf of Members/ Airlines participating in the BSP, STDs through the use of an approved Electronic Ticketing System which meets the requirements set out in [Resolution 854](#);

2.4.12 An Agent is required to safeguard paper STDs, supplied by a Member, in its possession by storing them in a lockable steel cabinet when not in use. An Agent that does not use paper STDs is recommended to take all necessary precautions to protect its business and business applications but is not required to maintain any lockable device.

2.4.13 where officially required the applicant must be in possession of a valid licence to trade;

2.4.14 all material statements made in the application shall be accurate and complete.

2.4.15 Failure to comply with Requirements or to Continue to meet Qualifications

In the event an Agent fails to comply with any of the requirements or qualifications listed in the Passenger Sales Agency Rules or with any of the terms of the Passenger Sales Agency Agreement the Agency Administrator shall take action to remove the Agent's Electronic Ticketing Authority. In situations where an Agent fails to meet the requirements of the reporting and remittance rules a Notice of Irregularity will be issued and/or default action will be taken as described in those rules.

2.4.16 in the event an Agent or applicant materially misrepresents its financial standing, providing that written evidence of such action is presented and can be verified, the Agency Administrator shall take action to remove the Agent from the Agency List and to take action to remove the Agent's Electronic Ticketing Authority.

2.5 DISCRETION IN CERTAIN CASES

the Agency Investigation Panel may, at its discretion, approve an application by a person in an area or community where there are no persons who could meet the requirements for an Accredited Agent, although such applicant would not otherwise be approved because of the provisions of Subparagraph [2.4.3](#) of this Section.

2.6 TOUR OPERATOR AS ACCREDITED AGENT

notwithstanding Subparagraph [2.4.4](#) of this Section, an applicant which demonstrates that its business is solely concerned with the organising of Inclusive Tours and which fulfils all other criteria but does not maintain a place of business which is freely accessible to the general public, may nevertheless be accredited, provided that it performs the issuance of Traffic Documents related to such inclusive tours only.

2.7 FINANCIAL ASSESSMENTS FOR AGENTS WITH AN AMOUNT AT RISK GREATER THAN USD 5 MILLION

2.7.1 At any point, an Agent with an Amount at Risk greater than USD 5,000,000, will be subject to additional financial and operational reviews of the Agent's business in accordance to the financial assessment framework as established in [Attachment 'C'](#) of this Resolution. Any cost associated with such review will be borne by the Agent.

2.7.2 The assessment framework contains a set of criteria, each criterion categorised as either a key criterion, or a standard criterion. A subset of such criteria forms various sections of this framework. The determination to fail a section of this framework is considered by failing to meet at least one Key criterion, or a number of Standard criteria as indicated in [Attachment 'C'](#) of this Resolution.

2.7.3 To pass the assessment, the Agent must pass all sections of the framework in accordance to [Attachment 'C'](#) of this Resolution.

2.7.4 If the Agent fails any section of the framework, in accordance to [Attachment 'C'](#) of this Resolution, the Agent will be required to provide a Financial Security to cover any Amount at Risk in excess of USD 5,000,000. The Financial Security requirements for any Amount At Risk below USD 5,000,000 shall continue to be governed by the Local Financial Criteria.

2.7.5 Notwithstanding the requirements as established in [2.7.1–2.7.4](#) of this section, the Agent will continue to undergo annual examination of its financial standing in accordance to section [2.4.1](#) of this Resolution.

Section 3—Agency Investigation Panel

3.1 AGENCY INVESTIGATION PANEL

3.1.1 Constitution

where warranted in each country where this Resolution is applicable, the Agency Administrator shall set up an Agency Investigation Panel; provided that where he deems it warranted the Agency Administrator may, with the agreement of the national carriers concerned, set up an Agency Investigation Panel for a group of countries. Where there is no Agency Investigation Panel for a country or territory the duties and authority of an Agency Investigation Panel shall be exercised by the Agency Administrator;

3.1.1.1 any Member may participate in an Agency Investigation Panel by giving written notification from its Head Office to the Secretary of the Agency Investigation Panel, with copy to the Agency Administrator, of the name of an appropriately senior management representative who is a full-time employee of that Member and who will act as that Member's delegate. Such notification may also include a designation of an alternate;

△ **3.1.1.2** the Chair and Secretary shall normally be provided by the Member national carrier(s) unless otherwise decided by the Agency Investigation Panel.

3.1.1.3 On full implementation of BSP in a country the AIP shall have six months in which to disband and transfer accreditation activities to the IATA office. IATA will at the same time consult with the market on a move to a progressive set of Sales Agency Rules provided for under [Resolution 818g](#).

3.2 PROCEDURES

△ **3.2.1** the Agency Investigation Panel shall meet when convened by the Secretary in consultation with the Chair, or at the request of the Agency Administrator or at the request of one-third participating Members;

3.2.2 notwithstanding the provisions of Subparagraph [3.2.1](#), the Agency Investigation Panel shall meet not less than four times a year to carry out the functions assigned to it;

3.2.3 a quorum is constituted by a simple majority of Members operating to the territory of the Agency Investigation Panel, which have notified the Agency Administrator pursuant to Subparagraph [3.1.1.1](#) of this Section;

3.2.4 any Member's delegate or alternate present at a meeting shall be entitled to cast the Member's vote. Decisions shall be taken by a vote of the Members present and there shall be neither abstentions nor secret voting nor voting by proxy. Member's names shall not be mentioned in the voting record;

3.2.5 the Secretary of the Agency investigation Panel shall be responsible for the production and distribution of minutes after each meeting. Each Member of the Agency

Investigation Panel and the Agency Administrator shall receive a copy of the Minutes.

3.3 OBSERVERS

△ by prior arrangement with the Chair the following are permitted to attend the Agency Investigation Panel as observers:

3.3.1 legal, financial or security advisers and only for that part of the meeting in which their specialist advice is sought;

3.3.2 a representative from the Member's Head Office who is responsible for agency affairs may attend together with a member of the Agency Investigation Panel;

3.3.3 senior representatives of active Members who are all-cargo operators;

3.3.4 an accredited member of the Agency Investigation Panel may be accompanied on the occasion of his final attendance at an Agency Investigation Panel meeting by the person who is to assume his responsibilities;

3.3.5 an alternate who is not participating in the meeting;

3.3.6 the Agency Administrator or his representative;

3.3.7 the Billing and Settlement Plan Manager or Project Manager.

3.4 AUTHORITY

the Agency Investigation Panel is empowered to process the following matters and to make decisions thereon in accordance with the voting requirements, and the provisions of the appropriate Sections of these Rules, as specified below;

3.4.1 by a two-thirds majority vote:

3.4.1.1 applications for inclusion on the Agency List received from applicants, in accordance with [Section 4](#), except as provided in [Section 2](#), Subparagraph [2.4.8\(b\)](#),

3.4.1.2 applications for approval of changes of ownership or legal status referred by the Agency Administrator following his countersignature of the Notice of Change form or his granting of provisional approvals, as the case may be, in accordance with [Section 11](#),

3.4.1.3 applications for approval of changes of name or location, in accordance with [Section 11](#);

3.4.2 by unanimous vote:

3.4.2.1 applications for inclusion on the Agency List as provided in [Section 2](#), Subparagraph [2.4.8\(b\)](#),

3.4.2.2 increases in the frequency of sales reports and remittances, in accordance with [Section 2](#) of [Resolution 832](#).

3.5 ELECTRONIC TICKETING

The following provisions shall apply in any country/area in which a BSP is in operation.

3.5.1 Granting and Termination of Electronic Ticketing Authority

3.5.1.1 a Member or Airline participating in the Billing and Settlement Plan may issue an ET Authority to a Head or Branch Office Location of the Agent.

3.5.1.2 any Member or Airline having issued an Electronic Ticketing Authority to an Agent, may cancel such authority in respect of the Agent, or any Location of the Agent by so notifying the Agent in writing or by updating the relevant information online through the BSPlink system;

3.5.1.3 if the update is not performed electronically on BSPlink, the Member or Airline shall simultaneously advise the BSP of the removal of the Electronic Ticketing Authority and IATA shall instruct the System to inhibit Electronic Ticketing issuance on behalf of that Member or Airline.

3.5.2 Issuance of Electronic Tickets

the Agent shall comply with the instructions issued by the BSP and the Ticketing Carrier(s) in relation to the issuance and reporting of Electronic Tickets;

Section 4—Procedures for Accreditation of Agents

Upon request, the Secretary of the Agency Investigation Panel will supply each prospective applicant with an application form and a copy of the Travel Agent's Handbook (at a nominal charge) containing these Rules and other relevant information and guidance.

4.1 PROCESSING

4.1.1/4.1.1.1 upon receipt of an application, the Secretary of the Agency Investigation Panel shall promptly consider whether such application is complete. If any of the required information or fees have not been included with the application, the Secretary of the Agency Investigation Panel shall so inform the applicant;

4.1.1.2 if the Secretary of the Agency Investigation Panel finds the application is complete, he shall:

4.1.1.2(a) publish promptly to Members on the Agency Investigation Panel in a periodic listing that such application has been received,

4.1.1.2(b) immediately designate from the Agency Investigation Panel membership, two investigators to ascertain whether the applicant meets the requirements of [Section 2](#) of these Rules,

4.1.1.2(c) obtain an evaluation of the applicant's financial statements;

4.1.1.3 after receipt of the completed investigation reports and of the financial evaluation, the Secretary of the Agency Investigation Panel shall include the application on the agenda of the next meeting of the Agency Investigation Panel;

4.1.1.4 if the Agency Investigation Panel finds that the applicant meets the requirements set out in [Section 2](#) of these Rules, it shall be empowered to approve, on a two-thirds majority vote, the application subject to the following procedures:

4.1.1.4(a) following each meeting, the Secretary of the Agency Investigation Panel shall forward to the Agency Administrator, together with the minutes of the meeting, the names and complete application files of applicant approved by the Agency Investigation Panel on a two-thirds majority basis,

4.1.1.4(b) upon finding the application and file to be in accordance with these Rules, but not later than 15 days after receipt thereof, the Agency Administrator shall thereupon enter the name and location of the person on the Agency List and shall notify the Agent and Members. Thereafter the provisions of [Section 5](#) of these Rules shall apply,

4.1.1.4(c) if the Agency Administrator determines that the application or file is not in accordance with these Rules, he shall return the application and file to the Agency Investigation Panel for reconsideration and resubmission after remedial action,

4.1.1.5 except in respect of an application for approval of a change of ownership from a ‘transferee’ as defined in Section 11, Subparagraph 11.3.1 of these Rules, the Agency Investigation Panel shall be empowered to reject an application on a two-thirds majority vote;

4.1.1.6 if the Agency Investigation Panel is unable to approve by two-thirds majority vote an application for approval of a change of ownership from a ‘transferee’ or to arrive at a two-thirds majority decision in respect of an application for inclusion in the Agency List, it shall forward the application and complete file to the Agency Administrator for decision;

4.1.2 when an application is rejected, the Agency Administrator shall notify the applicant in writing, giving full reasons.

4.2 RECONSIDERATION/REVIEW OF REJECTED APPLICANT

a rejected applicant, or ‘transferee’, or an Agent whose application for an additional location has been rejected, may within 30 days of the date of notification of such rejection, request reconsideration of the decision by the Agency Investigation Panel, or may invoke the procedures for review of the decision by the Travel Agency Commissioner.

4.3 THE AGENCY LIST

4.3.1 the Agency Administrator shall maintain, publish and circulate from time to time, an Agency List of all persons with whom the Director General has entered into a Sales Agency Agreement in accordance with Section 5 of these Rules, which will contain the following information:

4.3.1.1 name and postal address,

4.3.1.2 address of place of business,

4.3.1.3 type (Head Office, Branch, or Administrative Office),

4.3.1.4 date of approval,

4.3.1.5 IATA Numeric Code;

4.3.2 for the purpose of these Rules, a person's name shall be deemed to be included on the Agency List from the date when such Agreement is entered into until the date when it is terminated, and a Location shall be deemed to be included on the Agency List from the date when the Agreement applies to that place of business to the date when it ceases to so apply;

4.3.3(a) an Approved Agent which operates under a BSP and wishes to identify a specific sales activity performed at an Approved Location, may request the allocation of an additional IATA numeric code (hereinafter referred to as “numeric code”) for such purpose, on the following conditions:

4.3.3(a)(i) the Agent shall apply in writing to the Agency Administrator, describing the specific sales activity

referred to in Subparagraph 4.3.3(a) above and requesting the allocation of an additional numeric code to identify such sales activity,

4.3.3(a)(ii) on receipt of such application, the Agency Administrator shall verify that the specific sales activity for which the additional numeric code is required is conducted solely at the Location concerned and in compliance with the minimum security provisions set forth in Section 6 of these rules,

4.3.3(a)(iii) if satisfied that the foregoing conditions are met, the Agency Administrator shall allocate the numeric code accordingly,

4.3.3(a)(iv) an entry fee and an annual agency fee shall be payable as though the numeric code applied to a separate Branch Office Location in accordance with Paragraph 4.4 of this Section;

4.3.3(b) the additional numeric code so allocated shall be entered on the Agency List but such entry shall not be considered as establishing a separate Branch Office Location.

4.4 AGENCY FEES

4.4.1 Framework for agency fees

4.4.1.1 This section establishes the process for the charging of Agency fees.

4.4.1.2 Structure of Section

4.4.1.2.1 This section is structured as follows:

- (a) Types of Agency Fees
- (b) Invoicing
- (c) Non-Payment of annual agency or administrative fees
- (d) Use of Agency Fees
- (e) Application of Agency Fees

4.4.2 Types of agency fees

The different types of Agency fees are set out in Resolution 800 Attachment ‘B’.

4.4.3 Invoicing

4.4.3.1 Except in respect of the first annual fee payment which must be settled upon application, annual agency fees for each calendar year will be due no later than December 1 of the preceding year in accordance with the instructions provided by IATA. Invoices for such fees will be issued by IATA for collection through the BSP, except where this is not operationally feasible payment will be due within 30 days of the date of issue. All fees will be listed and established in Swiss Francs (CHF) and will be invoiced in the currency of collection.

4.4.4 Non-payment of annual, application or administrative fees

4.4.4.1 If any Agent fails to pay the annual fee by 1 December, the Agency Administrator may apply an additional late-payment fee to that Agent and shall promptly notify the Agent in writing that its Sales Agency Agreement will be terminated if such fee and such additional fee are not received by 31 December. In the event of failure to make payment by such date, the Director General shall terminate the Agent's Sales Agency Agreement and the Agency Administrator shall remove the Agent's name from the Agency List;

4.4.4.2 Notwithstanding the foregoing or any other provisions of these Rules, the Agency Administrator, on receipt of the overdue annual agency fee from an Agent by 1 March following the 31 December due date shall reinstate the accreditation of such Agent provided he is satisfied that such late payment was caused by events beyond the Agent's control. Where payment is received after 1 March the Agency Administrator shall, provided he is satisfied that such late payment was caused by events beyond the Agent's control, refer the matter to the next meeting of the Agency Investigation Panel, which may at its discretion reinstate the accreditation of the Agent. In either case, the Agent's name shall be re-entered on the Agency List and a new Sales Agency Agreement executed with the Agent if necessary;

4.4.5 Use of agency fees

4.4.5.1 Agency fees collected by IATA will be expended by the Director General in accordance with directives given by the Board of Governors of IATA to administer the Agency Programme.

4.4.6 Application of agency fees

The application of the Agency Fees are set out in Resolution 800 [Attachment 'B'](#).

If an application for Accreditation is rejected or withdrawn, the fees related to Registration, Annual and Travel Agency Commissioner fee will be refunded.

4.4.6.1 Lack of compliance in reporting Major Changes

4.4.6.1.1 For the purpose of assessing non-compliance to report a major change within the mandatory period, major changes consist of those relating to the ownership/structure of the Agent (change of ownership, legal status, legal name and shareholding).

4.4.6.2 Change of Accreditation Type

4.4.6.2.1 In the event that the Agent changes ownership, which results in a change of accreditation type, the difference in application fees will be charged to the new owner.

4.4.6.3 Agency Fees Governance

4.4.6.3.1 Agency fees shall be determined by Conference.

Section 5—Appointments

5.1 EXECUTION OF SALES AGENCY AGREEMENT

the Director General, acting on behalf of such IATA Members as may appoint Agents as hereinafter provided, shall execute a Sales Agency Agreement with each person accredited as an Agent in accordance with these rules and shall, where applicable, execute with such person a Supplementary Agreement in the form prescribed by the applicable Resolution of the Conference. The Agency Administrator shall promptly notify all Members of the names of parties executing Sales Agency Agreements and the dates of such Agreements.

5.2 APPOINTMENT OF AGENTS BY MEMBERS OR BSP AIRLINES

5.2.1 Manner of Appointment

5.2.1.1 a Member or BSP Airline may appoint an Agent executing such Agreement as an Accredited Agent for such Member or BSP Airline in the following manner and such Appointment shall, unless otherwise provided therein, cover all Approved Locations of the Agent:

5.2.1.1(a) either under the authority of the Agency Administrator by effecting the Appointment of all Accredited Agents. Such authority is within the Agency Administrator's responsibilities for the management of the Agency Programme and will normally be effective for all locations but a Member or BSP Airline may notify IATA that exclusions on a geographical basis for one or more markets are to be made. IATA will publish on the IATA website (www.iata.org) a list of Members and BSP Airlines with markets where the Agency Administrator is not authorised to effect Appointments,

5.2.1.1(b) or by delivering to such Agent a Certificate of Appointment in the form prescribed by the Conference in [Resolution 820](#), a copy of which shall be simultaneously transmitted by the Member to the Agency Administrator;

5.2.2 Effective Date

5.2.2.1 such appointments shall be effective as follows:

5.2.2.1(a) as to those Members or BSP Airlines effecting Appointments through the Agency Administrator, immediately upon full execution of the above Agreement as advised by the Agency Administrator,

5.2.2.1(b) as to any other Member or BSP Airlines, as of the date of the Certificate of Appointment which shall be dated by the Member or BSP Airlines not earlier than the date of transmission to the Agent; provided that in the case of a change of ownership approved under [Section 11](#) of these Rules a Certificate of Appointment issued within 30 days of the date of the new Sales Agency Agreement shall be effective as of the date of such new Agreement;

5.2.3 Withdrawal of Appointment

Any Member or BSP Airlines may cancel such Appointment in respect of the Agent or any Approved Location of the Agent by so notifying the Agent in writing, with a copy simultaneously sent to the Agency Administrator, who shall amend his records accordingly.

5.3 TRAFFIC DOCUMENTS

5.3.1/5.3.1.1 Delivery By Member

the provision of Traffic Documents to an Agent shall be at the option of the Member; provided that no Member shall deliver to an Agent stocks of its Traffic Documents (and/or authorise an Agent to issue its own Transportation Orders) at Head or Branch Office Location situated in the area of a Billing and Settlement Plan unless and until the Member has appointed the Agent as above; provided also that Carrier ticketing authority supplied to an Approved Location shall also authorise the Agent, unless otherwise advised by the Member to the Agent in writing, to issue Standard Traffic Documents on any additional numeric codes assigned under the provisions of Section 4, Sub-paragraph 4.3.3(a) of the Sales Agency Rules to identify specific sales activities;

5.3.1.2 Removal By Member

the removal by a Member of its Traffic Documents/ticketing authority from an Agent's custody is governed by the Passenger Sales Agency Agreement;

5.3.1.3 Removal By Agency Administrator In Special Circumstances

in the event a Member ceases all of its scheduled international air service operations for reason of financial failure, the Agency Administrator shall on instruction from the disabled Member or from the Director General cause that Member's Traffic Documents to be removed from the possession of any or all Approved Locations known to be holding them;

5.3.1.4 Standard Traffic Documents

ISS Management shall provide Agents in Billing and Settlement Plan countries/areas with ranges of Standard Traffic Document numbers for use in the issue of Standard Traffic Documents.

5.4 ADDITIONAL RESPONSIBILITIES OF AGENT

5.4.1 Standard Traffic Documents shall be issued by the Agent only at an Approved Location. When issuing Standard Traffic Documents, the Agent shall use only such ticketing authority as deposited by the Member or Airline with the issuing Location.

5.4.2 an Agent shall not issue a Standard Traffic Document of or in the name of a Member or Airline for transportation solely on any other air carrier, unless the Agent has been so authorised by the Member or Airline whose Standard Traffic Document has been used;

5.4.3 an Agent that does not issue Standard Traffic Documents for a period in excess of six months shall have its Ticketing Authority removed by the Agency Administrator. In the event, subsequent to the action above, the Agent shall be subject to a review of its financial standing.

5.5 CAPACITY AND INDEMNITY

Members or BSP Airlines appointing Agents undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions under these Rules and under other applicable Resolutions (other than under [Resolution 832, Section 1](#)). Members and BSP Airlines participating in a Billing and Settlement Plan undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to such Plan under Section 8 of these Rules and under [Resolution 850](#) and its Attachments.

Section 6—Application of Minimum Security Standards for Premises and Systems

6.1 An Agent shall take all reasonable precautions to secure its business and prevent access to its premises or usage of its systems by unauthorised parties.

6.2 REPORT BY AGENT OF BREACHES OF SECURITY

6.2.1 in the event that the premises of an Accredited Agent suffer any form of unlawful entry irrespective of whether any material loss is incurred, the Agent shall immediately notify the local police authorities, and IATA;

6.3 VERIFICATION ACTION

Upon receipt of advice from an Agent, IATA or a BSP Airline that an Agent has suffered loss as the consequence of robbery, theft, burglary, fraud or any other unlawful means, IATA shall immediately notify all BSP Airlines in the country with copy to the Agency Administrator.

6.4 FAILURE TO FULFIL CONTRACTUAL OBLIGATIONS RELATED TO THE ISSUANCE OF STANDARD TRAFFIC DOCUMENTS

6.4.1 any BSP Airline or the Agency Administrator in order to recover and prevent continuing loss of BSP Airlines' revenue as result of:

6.4.1(a) alteration of, or falsification of entries in Standard Traffic Documents

6.4.1(b) may request to have the matter reviewed by the Travel Agency Commissioner. BSP Airlines shall direct such requests to the Agency Administrator;

6.4.2 if such review is requested the Agency Administrator shall undertake an investigation into the circumstances surrounding the request;

6.4.2.1 if the conclusion of the Agency Administrator is that the Agent had fulfilled its contractual obligations related to the issuance of Standard Traffic Documents, he shall so inform the BSP Airline requesting the review and close the file,

6.4.2.2 if the conclusion of the Agency Administrator is that the Agent has not fulfilled its aforementioned obligations he shall within seven days send a written report to the Agent together with a notification that he intends to place the matter before the Travel Agency Commissioner and shall so notify the requesting BSP Airline and those BSP Airlines which the investigation revealed might be affected by the alleged failure. The Agency Administrator shall invite the Agent to submit a written answer together with such evidence as it wishes within 30 days from the date of notification,

6.4.2.3 upon timely receipt of the Agent's written answer and after consultation with such authorities as he deems appropriate, the Agency Administrator may either:

6.4.2.3(a) conclude that the matter warrants no further action in which case he shall notify the Agent and the party requesting the review accordingly and shall close the file and so notify concerned BSP Airlines, or

6.4.2.3(b) because the Agent does not contest its failure to fulfil its aforementioned obligations, the Agency Administrator may endeavour to settle the matter with the Agent without reference to the Travel Agency Commissioner by entering into an agreement with the Agent to appoint a sole arbitrator by mutual agreement and to stipulate a penalty to be imposed. In this event the said agreement together with all other relevant documents shall be submitted to the sole arbitrator who shall make an appropriate award. If the Agency Administrator is unable to reach such agreement with the Agent then he shall refer the matter to the Travel Agency Commissioner, or

6.4.2.3(c) when the Agent denies its failure to fulfil its contractual obligations related to issuance of Standard Traffic Documents, or where after 30 days from the date of the notification the Agent has not submitted a written answer, the Agency Administrator shall refer the matter to the Travel Agency Commissioner.

Section 7—Reporting and Remitting Directly to Members in Non-BSP Countries

The provisions regarding sales reports, billings, remittances and collections and defaults for sales directly to Members in non-BSP countries are contained in [Section 2](#) of Resolution 832.

Section 8—Reporting and Remitting Through the Billing and Settlement Plan

The provisions regarding sales reports, billings, remittances and collections and defaults under a Billing and Settlement Plan are contained in [Section 1](#) of Resolution 832.

Section 9—Consequences of Default

The provisions regarding the consequences of default are contained in Section 3 of Resolution 832.

Section 10—Commission and Beneficial Services

10.1 RATE OF COMMISSION OR AMOUNT OF REMUNERATION

commission and/or the amount of other remuneration for the sale of international air passenger transportation paid to Agents shall be as may be authorised from time to time by the Member; provided that the Agent complies with the applicable rules governing sales of the transportation. It is recommended that notification of changes to such commission or other remuneration will be given well in advance. No commission or other remuneration shall be paid on Miscellaneous Charges Orders or Transportation Orders unless the air transportation for which they have been issued is specifically described therein. Taxes on commission or other remuneration, collectable by the Member on behalf of the competent fiscal authorities, shall be deducted from any commission or other remuneration paid to or claimed by the Agent.

10.2 AUTHORITY TO PAY COMMISSION AND OTHER REMUNERATION

10.2.1/10.2.1.1 Agents duly appointed by the Member shall be paid commission or other remuneration for the sale of international air passenger transportation;

10.2.1.2 an Accredited Agent shall retain the full amount of the commission or other remuneration paid by the Member and shall not rebate or promise to rebate directly or indirectly in any manner whatsoever such commission or other remuneration or portion thereof to any passenger or client or disburse such commission or other remuneration or portion thereof to any other person;

10.2.2 Commission for Applicant

10.2.2.1(a) upon receipt of a complete application, the Secretary of the Agency Investigation Panel shall promptly publish to the Members on the Panel in a periodic listing that such application has been received. Notwithstanding Subparagraph 10.2.1 of this Paragraph, Members may, on receipt of this listing, pay commission or other remuneration to the applicant for the sale of international air passenger transportation sold by the Member, which such applicant has referred to the Member during the pendency of the application, provided that:

10.2.2.1(a)(i) any Member which does not wish to pay such commission or other remuneration shall so notify the applicant in writing,

10.2.2.1(a)(ii) the applicant has paid, directly to the Member, the monies due for sales of Traffic Documents issued by the Member, at the time of issue,

10.2.2.1(a)(iii) the applicant has not been removed from the Agency List during the year preceding the date of the application involved;

10.2.2.1(b) furthermore, nothing in this Subparagraph shall be deemed to authorise any person to perform any

act as Agent for a Member before such person is approved and appointed in accordance with these Rules.

10.3 INTERLINE SALES

the amount of fare on which commission shall be computed may include, and the level of any other remuneration may take into account, interline passenger transportation over the services of other Members with which the Agent's principal has an interline traffic agreement. A Member may also pay commission or other remuneration to an Agent for passenger transportation sold on the services of an air carrier that is not a Member when the Member has been so authorised by such air carrier.

10.4 CONDITIONS FOR PAYING COMMISSION

10.4.1 where commission is payable to an Agent it shall be calculated only on the amount of the fares applicable to the air passenger transportation or charter prices paid over to the Member, or to the Clearing Bank under a Billing and Settlement Plan, and collected by the Agent; provided that this shall not prevent commission being paid where the sale is made:

10.4.1.1 pursuant to the Universal Air Travel Plan or a credit plan recognised by the Member (provided the Agent has procured and forwarded to the Member the Universal Credit Card Charge Form or other documents required under the credit plan, validated by an imprint of the date of issuance and Agent's name), or pursuant to an instalment plan of a Member made available to the public by the Member concerned; or with respect to bona fide immigrants to South Africa, pursuant to a government assisted passage loan or contribution plan wherein the government lends or contributes part or all of the cost of transportation to the passenger; or

10.4.1.2 on a prepaid ticket advice when the Agent issues the ticket or arranges for the issuance of the ticket and the fare is paid by the purchaser directly to the Member, the Member's Passenger General Sales Agent or to an air carrier with which the Member has an interline Traffic Agreement (or such carrier's General Sales Agent);

10.4.2 the 'fares applicable' are the fares (including fare surcharges) for the transportation in accordance with the Member's tariffs and shall exclude any charges for excess baggage or excess valuation of baggage as well as all taxes and other charges collected by the Agent.

10.5 RECALL OF COMMISSION OR OTHER REMUNERATION

where a refund is made of all or any part of the fare or charge for any transportation, the Agent's commission or other remuneration shall be recomputed on the unrefunded fare or charge. If the commission or other remuneration has already been paid, the Agent shall pay back any amount in excess of the recomputed

commission or other remuneration. Where there is an involuntary change of routing involving a substitution of surface transportation for confirmed air transportation a recall of commission or other remuneration shall not be deemed due. In case of involuntary change of routing to other air services, nothing shall prevent the Member from passing on to the Agent the commission or other remuneration received from the new carrying carrier.

Section 11—Change of Ownership, Legal Status, Name or Location

11.1 NOTIFICATION OF CHANGES

notification with respect to changes of ownership, legal status, name or location of the Agent shall be given to the Agency Administrator prior to the change, and processed in accordance with the provisions of this Section; provided that:

11.1.1 when an Agent with more than one Approved Location undergoes a change of ownership and/or status the application for approval of such change shall be submitted only in respect of the Head Office Location and shall apply to all Approved Locations if the Agent confirms on its own letterhead that except for such new ownership or status the information previously submitted in connection with the other Approved Locations remains unchanged;

11.1.2 when an Agent undergoes a change of ownership or status which also includes a change of name or location, all changes shall be notified by the Agent in a single notice of change and actioned by the Agency Administrator as one application.

11.1.3 The parties to the Change of Ownership may request IATA to be a party to a non-disclosure agreement.

11.2 PROCESSING OF CHANGES

11.2.1 Changes requiring a New Passenger Sales Agency Agreement

the following changes of ownership shall require the execution of a new Sales Agency Agreement and shall be processed in accordance with Paragraph 11.3 of this Section:

11.2.1(a) in the case of a sole owner, partnership or other unincorporated firm:

- (i) the disposal of an interest in the Agent which has the effect of transferring control of the Agent to a Person in whom it was not previously vested,
- (ii) the admission of a new partner or the withdrawal of a partner,
- (iii) the incorporation of the Agent;

11.2.1(b) in the case of a “Corporation”

- (i) the disposal of the Agent's business and its acquisition by a Person who is not an Agent;
- (ii) the transformation of the Agent into a partnership or other unincorporated firm,
- (iii) any change which reduces the liability of any Person who was previously liable, directly or indirectly, for the debts of the corporation,
- (iv) any other change in the legal personality of the Agent such that after the change, pursuant to applicable national law the legal personality of the Agent is not that existing prior to the change of legal status;

11.2.2 Changes not Requiring a New Passenger Sales Agency Agreement

the following changes of ownership in a corporation shall not require the execution of a new Sales Agency Agreement, and shall be processed in accordance with Paragraph 10.4 of this Section:

- (a) a reduction of capital,
- (b) the disposal or acquisition by any Person of stock representing 30% or more of the total issued share capital of the Agent,
- (c) Unless the transfer of stock has the effect of vesting the control of the Agent in a Person in whom it was not previously vested, whether by means of a single transaction or as the result of a series of transactions, over a period of not more than three years;
- (d) the disposal or acquisition by any Person of stock representing 29% or less of the total issued share capital of the Agent, a current financial review shall not be required.

11.2.3 the following other changes shall be processed in accordance with the appropriate Paragraph of this Section as indicated:

11.2.3.1 death of sole owner or of a member of a partnership or other unincorporated firm; Paragraph 11.9;

11.2.3.2 death of stockholder; Paragraph 11.10;

11.2.3.3 change of name; Paragraph 11.11;

11.2.3.4 move of Approved Location to a new Location; Paragraph 11.12;

11.2.3.5 sale of Location to another Accredited Agent; Paragraph 11.13;

11.2.3.6 sale of Branch Office Location to an outside party; Paragraph 11.15.

11.3 PROCEDURES FOR CHANGES REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT

when an Agent proposes to effect a change of ownership and/or status as described in Subparagraph 11.2.1 of this Section:

11.3.1 the Agent (‘the transferor’) and the proposed new owner (‘the transferee’) shall jointly give the Agency Administrator notice of the proposed change in the form as provided in Attachment ‘A’ to these Rules at least 60 days before the change is to be effected. The notice of change of ownership may be accepted and acted upon by the Agency Administrator at less than 60 days notice but not after change is effected, where he is satisfied with the transferor's and transferee's joint written statement of explanation for failure to give due notice. The transferor accepts the liability for any outstanding Billing which either has not yet been remitted to IATA, or where the related Remittance Date has still to be reached, whichever event occurs last, until IATA has been notified of the date that the Change of Ownership takes place, through the submission of a Notice of Change, shown as

Attachment A to this Resolution, and such Change of Ownership takes effect.

11.3.2 on receipt of a Notice of Change form and a duly completed application in time to enable the Agency Administrator to process the application, the Agency Administrator shall countersign the Notice of Change form unless the application reveals or the Agency Administrator has reason to believe that the application should be disapproved because it does not meet one or more of the criteria set out in Subparagraphs [2.4.1](#), [2.4.2](#), [2.4.5](#), [2.4.6](#), [2.4.7](#), [2.4.8](#), [2.4.11](#) or [2.4.12](#). Nevertheless if prior to the processing by the Agency Investigation Panel of the application the applicant eliminates the grounds of disapproval to the satisfaction of the Agency Administrator, the Agency Administrator shall countersign the Notice of Change form with the transferee;

11.3.3 the transferee's Notice of Change form countersigned by the Agency Administrator shall take effect from the date when the change of ownership and/or legal status takes place. The transferor's Sales Agency Agreement shall terminate or cease to apply to the Location concerned as of the date when the change of ownership and/or legal status takes place, without prejudice to the fulfilment of all obligations accrued prior to the date of termination;

11.3.4 a Notice of Change form will have the same effect as a Sales Agency Agreement. The Agency Administrator shall notify all Members of the execution of a Notice of Change form and on receipt of such notice Members may do business with the transferee as if he were an Accredited Agent. A Notice of Change form will remain in effect until the Agency Investigation Panel has processed the application; provided that, if at any time between the effective date of the Notice of Change form and the processing by the Agency Investigation Panel, information becomes available to the Agency Administrator which causes him to believe that the transferee fails to meet one or more of the criteria referred to in Subparagraph [11.3.2](#) of this Paragraph, the Agency Administrator shall notify all Members accordingly;

11.3.5 if the Agency Administrator is unable to execute a provisional Sales Agency Agreement either because the applicant does not meet the criteria for approval or because insufficient notice of the proposed change has been given to enable the Agency Administrator to process the application, the Agency Administrator shall notify all Members accordingly. If subsequent to the above action but prior to the next meeting of the Agency Investigation Panel the transferee has removed the grounds that prevented execution of a Sales Agency Agreement the Agency Administrator acting under Subparagraph [11.3.2](#) of this Paragraph may execute such agreement pending final processing at the next appropriate meeting of the Agency Investigation Panel.

11.3.6 the Agent will in all cases be required to provide a Financial Security in accordance with provisions of [Resolution 800f](#) which will be kept until the set of financial statements produced no earlier than 6 months following the date the change was communicated to IATA and reviewed as per applicable Local Financial Criteria and is found satisfactory. On finding that the Agent failed to

comply with the requirement to provide a Financial Security, such failure will be grounds for the Agency Administrator to serve a notice of termination in accordance with Resolution 800 Subparagraph [2.4.1](#).

11.4 PROCEDURES FOR CHANGES NOT REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT

11.4.1 when an Agent proposes to effect a change of ownership as described in Subparagraph [11.2.2](#) of this Section:

11.4.1.1 the Agent shall give the Agency Administrator notice of the proposed change in the form of [Attachment 'A'](#) at least 60 days before such change is to be effected. As soon as possible the Agent shall also provide a copy of current financial statements including balance sheet and profit and loss account certified by a chartered, certified public or certified general accountant. (Such certification requirement may be waived by the Agency Investigation Panel in the case of a reduction of capital.) In countries where the such chartered, certified public or certified general accountant has no legal standing, certification is not mandatory; provided a notice of change of ownership may be accepted and acted upon by the Agency Administrator at less than 60 days notice but not after the change is effected, where he is satisfied with the Agent's written statement of explanation for failure to give due notice. Upon receipt of such notice the Agency Administrator shall bill the Agent for an application fee as prescribed in Paragraph 4.5 of Section 4 of these Rules and initiate a review of the Agent by the Agency Investigation Panel in accordance with the provisions of Subparagraph [11.4.1.5\(a\)](#) of this Paragraph;

11.4.1.2 on receipt of a notice of change in time to enable the Agency Administrator to process the application, the Agency Administrator shall give provisional approval of the change unless the notice reveals or the Agency Administrator has reason to believe that the Agent should not be retained because it does not meet one or more of the criteria set out in Subparagraphs [2.4.1](#), [2.4.6](#), [2.4.7](#), [2.4.11](#) or [2.4.12](#). Nevertheless if prior to the review by the Agency Investigation Panel the Agent eliminates the grounds of disapproval to the satisfaction of the Agency Administrator, the Agency Administrator shall give provisional approval of the change;

11.4.1.3 the provisional approval of the change shall take effect from the date when the change of ownership takes place and remain in effect until the Agency Investigation Panel conducts the review; provided that, if at any time between the effective date of the provisional approval and the review by the Agency Investigation Panel, information becomes available which causes the Agency Administrator to believe that the Agent no longer meets the criteria referred to in Subparagraph [11.4.1.2](#) of this Paragraph the Agency Administrator shall immediately place the Agent on a Cash Basis until either the Agent has removed the grounds therefor, or the Agency Investigation Panel has conducted the review. The Agency Administrator shall notify the Agent and all Members accordingly;

11.4.1.4 if the Agency Administrator is unable to grant a provisional approval either because the applicant does not meet the criteria for approval of the application or because insufficient notice of the proposed change has been given to enable the Agency Administrator to process the application, the Agency Administrator shall notify all Members accordingly. If subsequent to the above action but prior to the next meeting of the Agency Investigation Panel the Agent has removed the grounds that prevented granting of provisional approval, the Agency Administrator acting under Subparagraph **11.4.1.2** of this Paragraph may give such approval pending review of the Agent at the next appropriate meeting of the Agency Investigation Panel;

11.4.1.5(a) upon referral from the Agency Administrator, pursuant to Subparagraph **11.4.1.1** of this Paragraph of an application for approval of a change of ownership not requiring the execution of a new Agreement, the Agency Investigation Panel shall determine whether the Agent or Approved Location shall be retained on the Agency List:

11.4.1.5(a)(i) if the Agency Investigation Panel determines by two-thirds majority vote that the Agent or Approved Location shall be retained, its Secretary shall immediately return the file to the Agency Administrator and notify him of the Agency Investigation Panel's decision:

11.4.1.5(a)(i)(aa) if the Agency Administrator finds the file to be complete and in accordance with these Rules, the provisions of Subparagraph **11.6.1** of this Section shall apply,

11.4.1.5(a)(i)(bb) if the Agency Administrator does not find the file to be complete and in accordance with these Rules, he shall refer the file to the Agency Investigation Panel for reconsideration and remedial action,

11.4.1.5(a)(ii) if the Agency Investigation Panel is unable to determine by two-thirds majority vote that the Agent or Approved Location shall be retained, it shall return the file to the Agency Administrator for a decision,

11.4.1.5(b) when an application is disapproved, the Agency Administrator shall notify the Agent in writing, giving full reasons.

11.5 EXPEDITED PROCEDURE

notwithstanding the provisions of Paragraph **11.4** of this Section, in case of a change of ownership as described in Subparagraphs **11.2.1.2(b)** and **11.2.1.2(c)** of this Section, the following expedited procedure may be followed:

11.5.1 on receipt of a notice of change of ownership the Agency Administrator shall, within 30 days of the date of receipt of such notice and application consult with the Secretary of the Agency Investigation Panel concerned. If the Agency Administrator determines that all of the criteria for approval set out in Subparagraphs **2.4.1**, **2.4.6**, **2.4.7** and **2.4.12** of Section 2 of these Rules are present, he shall approve the change;

11.5.2 if the Agency Administrator approves the change of ownership he will notify the Agent and all Members accordingly;

11.5.3 if a notice of change reveals or the Agency Administrator has reason to believe that the Agent should not be retained because he does not meet one or more of the criteria for approval set out in Subparagraphs **2.4.1**, **2.4.6**, **2.4.7** or **2.4.12** of Section 2 of these Rules, he shall notify the Agent and all Members accordingly and shall initiate a review of the Agent by the Agency Investigation Panel in accordance with the provisions of Subparagraph **11.4.1.5(a)** of this Section. If prior to the Agency Investigation Panel's review the Agent has removed the grounds that prevented granting of the approval the Agency Administrator may give approval and notify the Agent and all Members accordingly;

11.5.4 if the Agency Administrator is unable to approve a change of ownership he shall request the Secretary of the Agency Investigation Panel concerned to place the matter on the agenda of a meeting of the Agency Investigation Panel, which shall, as far as is practicable, be its next meeting after receipt of the notice of change. An Agent shall not be retained if it is found that any of the criteria for approval set out in Subparagraph **2.4.1** of Section 2 of these Rules are not met except as provided therein.

11.6 EFFECT OF APPROVAL

the Agency Administrator shall request the Secretary of the Agency Investigation Panel concerned to place all notification of changes (received prior to the actual date of the change of ownership and/or legal status) on the agenda of a meeting of the Agency Investigation Panel which shall, as far as practicable, be its next meeting after receipt of the notification. An application shall not be approved nor shall an Agent be retained if it is found that any of the criteria for approval set out in Subparagraph **2.4.1** of Section 2 of these Rules are not met except as provided therein:

11.6.1 in the case of a change processed under the provisions of Subparagraph **11.3.2** of this Section, if the application is approved, a Sales Agency Agreement with effect from the date of such approval will be signed by the transferee and by the Agency Administrator. The Agency Administrator shall notify the transferee and all Members accordingly and shall make any necessary amendment to the Agency List;

11.6.2 in the case of a change processed under the provisions of Subparagraph **11.4.1.2** of this Section, if the Agent is retained, the provisional approval of such change shall cease to be provisional and shall become a full approval with effect from the date of the decision to retain the Agent. The Agency Administrator shall notify the Agent and all Members accordingly.

11.7 EFFECT OF DISAPPROVAL

11.7.1(a) if the application is disapproved and the change of ownership has already taken place, the Agency Administrator shall notify the Agent (or transferor), the transferee and all Members accordingly, and shall simultaneously:

11.7.1(a)(i) in the case of changes described in Subparagraph 11.2.1 or in Paragraph 11.2.2 of this Section, by notice to the transferor confirm that its Sales Agency Agreement, or its application to the Location concerned, terminated at the date when the change of ownership took place, and by notice to the transferee the Notice of Change form will no longer have effect as a Sales Agency Agreement,

11.7.1(a)(ii) in the case of changes described in Subparagraph 11.2.1.2 of this Section, by notice to the Agent withdraw a provisional approval that has been given and terminate the Agent's Sales Agency Agreement, or its application to the Location concerned;

11.7.1(b) in all such notices the Agency Administrator shall give the reasons for his action. A disapproved transferee or Agent may within 30 days of the Agency Administrator's notice request reconsideration of the decision by the Agency Investigation Panel or invoke the procedures for review of the decision by the Travel Agency Commissioner;

11.7.2 upon request for reconsideration by the Agency Investigation Panel or for review by the Travel Agency Commissioner, the disapproval action shall be stayed and the status quo ante restored pending the result of the reconsideration or of the review. If the Travel Agency Commissioner confirms the disapproval, the transferee or Agent may request review of such decision by arbitration pursuant to Section 13 of these Rules in which case the disapproval action shall continue to be stayed until notification of the arbitration award;

11.7.3 if the transferor or the Agent as the case may be notifies the Agency Administrator that the change of ownership has been revoked and the Agent restored in all respects to its previous ownership, the Agency Administrator shall reinstate the Agent's Sales Agency Agreement or its application to the Location concerned and, when applicable, reinstate credit facilities and notify the Agent and all Members accordingly;

11.7.4 if an application is disapproved and the change of ownership and/or legal status has not yet taken place, the Agent shall be removed from the Agency List if the change of ownership is proceeded with.

11.8 UNDERTAKING BY TRANSFEE

11.8.1 every application for approval shall be accompanied by an undertaking by the transferee to accept joint and several liability with the transferor for any outstanding obligations of the transferor under its Sales Agency Agreement as of the date when the transfer of ownership takes place; and

11.8.2 in cases where the transferor is employed by or retains a financial or beneficial interest directly or indirectly in the agency after the change of ownership, the application shall be accompanied by an undertaking by the transferee to accept responsibility for any violation by the transferor of his Sales Agency Agreement which may have occurred within a period of two years immediately prior to the change of ownership as if such violation were a violation of the transferee's Sales Agency Agreement.

11.9 DEATH OF A SOLE OWNER OR OF MEMBER OF A PARTNERSHIP OR OTHER UNINCORPORATED FIRM

11.9.1 in the event of the death of the sole owner of an Accredited Agent, or of a member of a partnership or other unincorporated firm, the Agent shall promptly advise the Agency Administrator who shall place the Agent on a Cash Basis and notify the Agent and all Members. However, in order to preserve the goodwill of the Agent as far as possible, the Agency Administrator may, at the request of the person entitled to represent the decedent's estate (in the case of a sole ownership) or of the remaining member of the partnership or other unincorporated firm, enter into a temporary Sales Agency Agreement with the requesting party, reinstate credit facilities and advise Members accordingly. The temporary Sales Agency Agreement shall be in the same form and have the same effect as a Sales Agency Agreement except that:

11.9.1.1 if the Agency Administrator at any time has reason to believe that the financial situation of the estate, partnership or other unincorporated firm is unsatisfactory, he shall give the Agent notice of termination of the temporary Sales Agency Agreement and notify all Members accordingly,

11.9.1.2 if prior to the date of termination of the temporary Sales Agency Agreement the estate or partnership or other unincorporated firm submits evidence of a satisfactory financial situation, the termination shall not take effect and the Agency Administrator shall notify the Agent and all Members that credit facilities may be reinstated,

11.9.1.3 if the termination of the temporary Sales Agency Agreement takes effect, the Agency Administrator shall remove the Agent from the Agency List and notify the Agent and all Members accordingly. Upon receipt of such notice, Members shall take the same action as required on removal of an Agent from the Agency List;

11.9.2 if the person entitled to represent the estate of the decedent proposes to transfer or to confirm the transfer of the decedent's interest in the Agent to an heir, legatee or other person, or notifies that the decedent's interest is withdrawn from the partnership or other unincorporated firm, such transfer or withdrawal shall be deemed a change of ownership for purposes of this Section. The signatory of the temporary Sales Agency Agreement and the transferee shall jointly give notice to the Agency Administrator as required under Subparagraph 11.3.1 of this Section and thereafter the provisions of

Paragraphs 11.3, 11.6, 11.7 and 11.8 of this Section shall apply;

11.9.3 subject to earlier termination under the provisions of Subparagraph 11.9.1 or 11.9.2 of this Paragraph, a temporary Sales Agency Agreement with the representative of the estate of a deceased sole owner shall terminate if such representative ceases to carry on the Agent's business at the Location covered by the Agreement.

11.10 DEATH OF STOCKHOLDER

11.10.1 in the event of the death of a Stockholder holding 30% or more of the total issued Stock of a corporate body (or in whom control of the Agent is vested), the Agent shall promptly advise the Agency Administrator who shall notify all Members accordingly and request the Agent to submit current financial statements:

11.10.1.1 if the financial situation of the Agent is found to be satisfactory, the Agent may continue to do business with Members as an Accredited Agent,

11.10.1.2 if the financial situation of the Agent is found to be unsatisfactory, the Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement, provided that if the Agent demonstrates to the Agency Administrator prior to the termination date that it meets the Local Financial Criteria the termination shall not take effect;

11.10.2 if the person entitled to represent the decedent's estate proposes to transfer or to confirm the transfer of the decedent's interest in the Agent to an heir, legatee or other person, such transfer shall be deemed a change of ownership for purposes of this Section. The Agent shall give notice to the Agency Administrator as required under Subparagraph 11.4.1.1 of this Section and the provisions of Paragraphs 11.4, 11.6 and 11.7 of this Section shall apply.

11.11 CHANGE OF NAME

11.11.1 if an Agent proposes to change its name it shall, before effecting the change, notify the Agency Administrator of the proposed new name and request approval of the change. The Agency Administrator shall promptly direct the Secretary of the Agency Investigation Panel concerned to place the request on the agenda of the next meeting of the Panel. If the Agency Investigation Panel by two-thirds majority vote recommends approval of the change of name it shall so advise the Agency Administrator who shall approve the change, record the new name on the Agency List and in the Agent's Agreement and notify the Agent and all Members;

11.11.2 if the Agency Investigation Panel does not reach a two-thirds majority vote recommendation the Agency Administrator shall disapprove the request and give the Agent notice of termination of the Sales Agency Agreement, and notify all Members accordingly. Such termination shall not take effect if, prior to the date of termination, the Agent reverts to its approved name or the

Agency Administrator is able to approve the application for change of name.

11.12 MOVE OF APPROVED LOCATION TO A NEW LOCATION

11.12.1 when an Accredited Agent moves from an Approved Location to another location not so approved, in the same market, such Agent shall:

11.12.1(a) as far in advance as possible and in any case before effecting the move, notify the Agency Administrator,

11.12.1(b) submit as soon as practicable two photographs of the interior and exterior of the new location,

11.12.2 the Agency Administrator shall promptly direct the Secretary of the Agency Investigation Panel to place the matter on the agenda of the next meeting of the Panel. The authority to act as an Accredited Agent shall continue to apply to the new location provided that the move from the Approved Location to the new location is effected on, but in no event more than five working days later than, the date the Approved Location is closed, until the Agency Investigation Panel has determined by two-thirds majority vote that the new premises satisfy the criteria set out in Section 2 of these Rules. If the Agency Investigation Panel does so determine the Agency Administrator shall notify the Agent and all Members that the authority of the Agent to act as an Accredited Agent shall apply to the new location;

11.12.3 if the Agency Investigation Panel does not achieve such two-thirds majority determination, the authority of the Agent to act as an Accredited Agent shall not apply to the new location. The Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement or of removal from the Agency List and notify all Members accordingly. Such termination shall not take effect if prior to the date of termination, the Agency Administrator is able to approve the application for change of location.

11.12.4 Change of Head Office Location to another Market

In the event a Head Office Location changes from one market to another without prior notification, the Agency Administrator shall take action to remove the Agent's Electronic Ticketing Authority pending review of its changed circumstances and evidence confirming its principal place of business for the Head Office and compliance with the Local Financial Criteria applicable to the market concerned. Such removal of the Agent's Electronic Ticketing Authority may lead to removal from the Agency List and termination of the current Passenger Sales Agency Agreement until such time as a new application for accreditation, complying with all Local Financial Criteria in the other market, is reviewed and approved and a new Passenger Sales Agency Agreement has been signed with the Head Office legal and business entity in the new market.

11.13 SALE OF LOCATION TO ANOTHER ACCREDITED AGENT

in the event that an Agent sells a Location to another Agent the latter shall give notice to the Agency Administrator as required under Subparagraph 11.4.1.1 of this Section and thereafter the provisions of Paragraphs 11.4, 11.6 and 11.7 of this Section shall apply.

11.14 SALE OF BRANCH OFFICE LOCATION TO AN OUTSIDE PARTY

in the event the Agent ('the transferor') sells a Branch Office Location to another person who is not an Agent ('the transferee') the provisions of Paragraphs 11.3, 11.5, 11.7 and 11.8 of this Section shall apply.

11.15 LATE NOTIFICATION OR ABSENCE OF NOTIFICATION OF CHANGE

11.15.1 if the notification and, when required, the completed application in respect of a change of ownership or status is not received by the Agency Administrator or is received after the change has taken place, the Agency Administrator shall remove the Agent from the Agency List and notify the transferor (in the case of changes pursuant to Subparagraph 11.2.1 of this Section) or the Agent (in the case of changes pursuant to Subparagraph of 11.3 of this Section) that its Sales Agency Agreement is terminated as of the date of change. The Agency Administrator shall notify all Members accordingly and the provisions of Paragraph 14.4 of Section 14 of these Rules shall apply. The application from the transferee, if any, shall be processed in accordance with the provisions of Section 4 of these Rules;

11.15.2 failure to notify the Agency Administrator of a change of name within 30 days of it being made can result in a Notice of Irregularity being issued and a review to ensure such Agent continues to meet the Accreditation criteria. The notice of irregularity and the cost of undertaking the review, which shall be paid for by the Agent, will be confirmed in writing. If within 30 days the Agent does not revert to its Approved name or submit the required application for a change of name then the Agent shall be given notice of termination of the Sales Agency Agreement; provided that if prior to the date of termination the Agent reverts to its approved name or the Agent submits the requisite application for the change of name and the Agency Administrator is able to approve the application, the termination shall not take effect;

11.15.3 failure to notify the Agency Administrator of a change of location within 30 days of the change being made can result in a Notice of Irregularity being issued and a review to ensure such Agent continues to meet the accreditation criteria. The Notice of Irregularity and the cost of undertaking the review, which shall be paid for by the Agent, will be confirmed in writing. If the report is unfavourable the Agent shall be given notice of termination of the Sales Agency Agreement or of removal from the Agency List in the case of a Branch Office Location; provided that if prior to the date of termination or removal the Agency Administrator is able to approve the

application for change of location, the termination or removal shall not take effect.

11.16 AGENTS WITH APPROVED LOCATIONS IN A BILLING AND SETTLEMENT PLAN AREA

if any change pursuant to this Section is to be effected by an Agent with an Approved Location in the area of a Billing and Settlement Plan the Agency Administrator when giving any notice to Members required under the foregoing provisions of this Section shall give a copy of such notice to ISS Management and to all Airlines.

Section 12—Reviews by the Travel Agency Commissioner

The matters under the purview of the Travel Agency Commissioner are set out in [Resolution 820e](#) as are the procedures for conducting reviews.

Section 13—Arbitration

13.1 RIGHT TO ARBITRATION

13.1.1 Any party to a dispute settled in accordance with [Resolution 820e](#) shall have the right to submit the Travel Agency Commissioner's decision to *de novo* review by arbitration in accordance with this Section.

13.1.2 Where the Travel Agency Commissioner has granted interlocutory relief, such relief and any bank or other guarantee shall remain in effect pending the outcome of the arbitration. The arbitrators, however, will have the power to vary the terms of the bank or other guarantee as they deem appropriate including requesting additional guarantees from the Appellant.

13.2 AGREEMENT TO ARBITRATE

13.2.1 All disputes arising out of or in connection with a decision rendered by a Travel Agency Commissioner (a "Decision") shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules and judgment upon the award may be entered in any Court having jurisdiction thereof.

13.2.2 Unless otherwise agreed by the parties, the language of the arbitration shall be English, but at the request of a party, documents and testimony shall be translated into such party's native language.

13.2.3 The place of arbitration shall be in the country of the Approved Location concerned or the location under application, as the case may be, unless otherwise agreed by the parties. Notwithstanding the foregoing, in the event that the laws of such country are inconsistent with the effect of subparagraph [13.2.5](#) herein, then in the case of a Decision rendered with respect to Area 1, the place of arbitration shall be, at the election of the claimant, either Montreal, Quebec or Miami, Florida; in the case of a Decision rendered with respect to Area 2, the place of arbitration shall be Geneva, Switzerland; and in the case of a Decision rendered with respect to Area 3, the place of arbitration shall be, at the election of the claimant, either Singapore or Sydney, Australia.

13.2.4 The Award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which the award is based.

13.2.5 The arbitration award shall be final and conclusively binding on the parties and shall be complied with in accordance with its terms.

13.3 COMMENCEMENT OF THE PROCEEDING

13.3.1 Arbitration proceedings pursuant to this [Section 13](#) shall be commenced no later than thirty (30) calendar days from the date of the Travel Agency Commissioner's award.

Section 14—Measures Affecting an IATA Agent's Standing

14.1 EFFECT OF REMOVAL

when an Agent or an Approved Location is to be removed from the Agency List in accordance with any of the provisions of these Rules:

14.1.1 the Director General shall by notice in writing to the Agent terminate the Agent's Sales Agency Agreement or exclude the Location from the application of the Agreement;

14.1.2 the Agency Administrator shall notify all Members that the Agent, or the Location, has been removed from the Agency List;

14.1.3 a new application for approval of the Agent or the Location shall not be accepted within six months from the date of removal from the Agency List.

14.2 VOLUNTARY RELINQUISHMENT

14.2.1 an Accredited Agent may voluntarily relinquish its accreditation in respect of all or any of its Approved Locations at any time by notifying in advance the Agency Administrator or the Secretary of the Agency Investigation Panel in writing. If the latter is notified the Secretary shall advise the Agency Administrator who shall in turn notify all Members;

14.3 OTHER MEASURES AFFECTING OPERATION OF AGENT

14.3.1 when an Agent is declared bankrupt, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal procedure affecting its normal operation, the Agency Administrator shall, when allowed by the provisions of applicable law at the Agent's place of business, remove the Agent from the Agency List and notify all members of the action being taken;

14.3.2 notwithstanding the provisions contained in Paragraph 4 of Resolution 824, when evidence is produced that an Agent uses its IATA accreditation to engage in, and profit from, activities which, if associated with IATA, may prove detrimental to the good standing of IATA, the Agency Administrator may remove the Agent from the Agency List and notify all members of the action being taken. The Agency Administrator shall give notice to the Agent and such removal shall be without prejudice to fulfilment by the Agent and each of the Members having the Agent under appointment of all obligations accrued up to the date of removal from the Agency List.

14.4 EFFECT OF REMOVAL IN BILLING AND SETTLEMENT PLAN AREAS

The provisions of Paragraphs 14.1 or 14.2 of this Section, as the case may be, shall apply except that ISS Management shall withdraw all Standard Traffic Documents supplied by ISS Management to the Agent or the Approved Location concerned and in cases of removal or voluntary relinquishment ISS Management shall require an immediate accounting and settlement of all monies due under the Billing and Settlement Plan by the Agent or the Approved Location concerned.

14.5 LICENCE TO TRADE

in addition to actions affecting an Agent's IATA status which may be taken pursuant to these Rules, the application of the Sales Agency Agreement to any Location of an Agent and the capacity of such Agent to do business with Members may be affected by termination, suspension or other condition relating to the Agent's licence to trade (where this is officially required) imposed by the government authorities of the place where the Location is situated. In such case, the Agency Administrator shall promptly notify all Members, with copy to the Agent, of the effects of such government action.

14.6 USE OF IATA LOGO

14.6.1 An IATA Accredited Agent may use the logo on its letterhead and publicity materials exactly as illustrated in the Travel Agents Handbooks. No other forms of IATA logo are authorised for Agent use.

14.6.2 The use of the logo is permitted only in connection with activities of an IATA Accredited Agent's Approved Locations.

14.6.3 The IATA logo may not be used in any way to misrepresent an existing industry service such as the IATA Travel Agent Identity (ID) Card.

14.7 FORCE MAJEURE

△ The Agent shall not be liable for delay or failure to comply with the terms of the Passenger Sales Agency Agreement to the extent that such delay or failure (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the reasonable control of the Agent, and (ii) is not the result of the Agent's lack of reasonable diligence (an "excusable delay"). In the event an excusable delay continues for seven days or longer, the Agency Administrator may terminate this Agreement by giving the Agent whose performance has failed or been delayed by the excusable delay at least thirty days' prior written notice of such election to terminate.

Section 15—Indemnities and Waiver

15.1 the Agent agrees to indemnify and hold harmless the Member, its officers and employees from all damage, expense or loss on account of the loss, robbery, theft, burglary, fraudulent issue or misuse of Traffic Documents supplied to the Agent pursuant to these Rules, which Traffic Documents have not been duly issued by the Agent; provided that the Agent shall be relieved of liability in respect of any damage, expense or loss incurred or suffered by the Member resulting from such event if the Agent can demonstrate that at the material time it met minimum security standards as prescribed in [Section 6](#) of these Rules, and that such unlawful removal was immediately reported in accordance with the requirements of these Rules, or fraudulent issue or misuse of such Traffic Documents resulted solely from the action of persons other than the Agent, its officers or employees.

15.2 the Agent recognises that Members (whether acting individually or collectively), the Director General, the Agency Administrator and ISS Management are required to issue notices, give directions, and take other action pursuant to these Rules and other applicable Resolutions, including in the circumstances therein provided giving notices of irregularity and default, notices of alleged violations and notices of grounds for removing an Agent or any of its Locations from the Agency List. The Agent waives any and all claims and causes of action against any Member and IATA and any of their officers and employees for any loss, injury or damage (including damages for libel, slander or defamation of character) arising from any act done or omitted in good faith in connection with the performance of any of their duties or functions under these Rules and other applicable Resolutions, and indemnifies them against such claims by the Agent's officers, employees or any other person acting on the Agent's behalf.



RESOLUTION 800

Attachment ‘A’

NOTICE OF CHANGE

IATA NUMERIC CODE:

□ □ □ □ □ □ □ □

LEGAL NAME:
TRADE NAME:
AGENCY FULL ADDRESS:
TELEPHONE NO.:
TELEFAX NO.:
EMAIL:

Pursuant to the provisions of the Passenger Sales Agency Rules we hereby give notice of the following change(s) in the legal status or ownership or name or location of the above-named IATA Agent as a consequence of contractual arrangements or negotiations:

PREVIOUS STATUS				STATUS AFTER CHANGE			
1. SPECIFY TYPE OF ENTITY: (SOLE PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP, LIMITED LIABILITY COMPANY, OTHER)							
2. NAME(S) OF OWNER/PARTNERS/SHAREHOLDERS, ADDRESS, TELEPHONE, FAX, & EMAIL, TIME DEVOTED TO THE AGENCY BUSINESS AND % FINANCIAL INTEREST IN CASE OF CORPORATION, PARTNERSHIP OR OTHER:							
NAME OF OWNER/PARTNERS/SHAREHOLDERS	ADDRESS, TELEPHONE, FAX & EMAIL	%TIME DEVOTED TO AGENCY	%FINANCIAL INTEREST	NAME OF OWNER/PARTNERS/SHAREHOLDERS	ADDRESS, TELEPHONE, FAX & EMAIL	%TIME DEVOTED TO AGENCY	%FINANCIAL INTEREST
3. IF CORPORATION LIST,							
(a) ISSUED SHARED CAPITAL:							
(b) PAID-UP CAPITAL:							
(c) NAMES OF ALL OFFICERS AND DIRECTORS: (PLEASE UNDERLINE NAME OF LOCATION MANAGER)							
4. IF REGISTRATION AND/OR LICENSE IS REQUIRED BY LAW IN YOUR COUNTRY GIVE THE BELOW INFORMATION AFTER THE CHANGE/UNDER NEW OWNERSHIP.							
(a) THE TRADE REGISTRATION OR LICENSE NUMBER OF THE AGENCY:							
(b) THE DATE THIS WAS GRANTED							
5. IF YOUR TRAVEL AGENCY IS OWNED BY AN ORGANIZATION OTHER THAN THE HEAD OFFICE, ANSWER THE FOLLOWING WITH RESPECT TO THE PARENT ORGANIZATION:							
(a) WHAT IS ITS LEGALLY REGISTERED NAME AND ADDRESS?							
(b) WHAT IS THE PRINCIPAL BUSINESS OF THIS ORGANIZATION?							
6. WILL THE COMPANY OPERATE AS AN ON-LINE AGENCY UNDER NEW STATUS? IF SO, PLEASE SPECIFY URL ADDRESS:							
7. IS YOUR AGENCY IATA REGISTERED CARGO AGENT? IF SO, PLEASE STATE THE IATA CODE UNDER WHICH IT IS REGISTERED:							
IF THE NEW OWNER IS A NON-IATA ACCREDITED COMPANY, PLEASE:							
(a) SUBMIT IN ACCORDANCE WITH THE ATTACHED FORMAT, A STATEMENT OF YOUR CURRENT INTERNATIONAL AIR PASSENGER TRANSPORTATION SALES.							
(b) SPECIFY ESTIMATED GROSS AMOUNT OF INTERNATIONAL AIR TRANSPORTATION SALES OF IATA CARRIERS:							
• IN YOUR FIRST YEAR?							
• IN YOUR SECOND YEAR?							

8.	WILL THIS CHANGE AFFECT ALL APPROVED LOCATIONS? IF NOT, PLEASE PROVIDE DETAILED EXPLANATION.	
9.	WILL THIS CHANGE AFFECT THE MANAGERS AND STAFF AT THE APPROVED LOCATIONS UNDER THIS CHANGE? IF SO, GIVE DETAILS.	
10.	HAVE ANY OF THE NEW OWNERS, OFFICERS (DIRECTORS), MANAGERS OR ANY INDIVIDUAL HAVING AUTHORISATION TO ACT OR SIGN ON BEHALF OF SUCH FIRM BEEN INVOLVED IN BANKRUPTCY OR FOUND GUILTY OF WILLFUL VIOLATIONS OF FIDUCIARY OBLIGATIONS IN THE COURSE OF BUSINESS OR DEFAULT PROCEEDINGS? IF SO, GIVE DETAILS.	
11.	WILL THE CHANGE OF OWNERSHIP CAUSE DIRECT OR INDIRECT RELATIONSHIP WITH AN ORGANISATION HOLDING GSA APPOINTMENT FROM A MEMBER? IF SO, PLEASE PROVIDE FURTHER DETAILS.	
12.	LEGAL NAME, TRADING NAME AND FULL ADDRESS OF THE AGENT AFTER THE CHANGE/UNDER NEW OWNERSHIP.	
	LEGAL NAME:	TEL:
	TRADING NAME:	E-MAIL:
	ADDRESS:	VAT/TAX NUMBER:
	MAILING ADDRESS IF DIFFERENT	WEBSITE:
13.	PLEASE INDICATE IF THE ANSWER TO (13) ABOVE REPRESENTS A CHANGE OF NAME OR LOCATION OR BOTH.	
14.	WILL SUCH CHANGE AFFECT ALL APPROVED LOCATIONS? IF NOT, PLEASE PROVIDE DETAILED EXPLANATION.	
15.	EFFECTIVE DATE OF CHANGE	

The Transferor has informed the Transferee of the need to comply with the provision of the Passenger Sales Agency Rules if the Transferee wishes to be entered on the IATA Agency List as an Accredited Agent. Approval may be granted only if the Transferee complies in all respects with the requirements of the Passenger Sales Agency Rules.

In accordance with one of the requirements of the Passenger Sales Agency Rules, the Transferee hereby undertakes that it accepts joint and several liability with the Transferor for any outstanding obligation of the Transferor under its Sales Agency Agreement as at the date the transfer of ownership takes place.

Where the Transferor is employed by, or retains a financial or beneficial interest, directly or indirectly, in the agency following the change of ownership, the undersigned Transferee knows and hereby agrees to accept responsibility for any violation by the Transferor of his Sales Agency Agreement which may have occurred within a period of two years immediately prior to the change of ownership as if such violation were a violation of the Transferee's Sales Agency Agreement.

It is hereby agreed that this Notice of Change shall become a part of every Sales Agency Agreement signed with Members of IATA for the sale of international air passenger transportation, and as such, all information contained herein will be treated as confidential (excluding the information contained in the preamble to this Notice of Change). Notwithstanding the foregoing, the applicant authorises IATA, and represents that it has obtained meaningful consent of each individual listed in this application to use and process the information to be used by travel industry participants.



Resolution 800—Attachment ‘A’

Authorised Signature of Agent (Transferor)

Authorised Signature of Transferee
(in case of Corporation/Sole Owner)

Print/Type Name

Print/Type Name

Title/Position

Title/Position

Signature of Witness & Date

Signature of Witness & Date

In case of partnership:

Authorised Signature of Partner

Authorised Signature of Partner

Print/Type Name

Print/Type Name

Title/Position

Title/Position

Signature of Witness & Date

Signature of Witness & Date

Authorised Signature of Partner

Print/Type Name

Title/Position

Signature of Witness & Date

<p>RECEIVED AND ACKNOWLEDGED:</p> <p>.....</p> <p>Dated:</p>	<p>IATA Agency Administrator</p>
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Passenger Agency Conference Resolutions Manual

STATEMENT OF INTERNATIONAL SALES (to be filled in only in cases where a non-IATA Accredited Entity takes a full ownership of an existing IATA Accredited Agency)

Please provide details of international air passenger transportation generated at:

Name and address of agency:

.....

Period covered: From: to:

Name of ticket issuing carrier	Amount of sales for IATA Member Airlines (in local currency)				
	Scheduled traffic	Charters	Air Portion of Its		TOTAL
			<i>Own</i>	<i>Others</i>	
TOTAL IATA In local currency					
<i>In US dollars:</i>					

Rate of exchange used: USD1=

Signature: Date:

RESOLUTION 800
Attachment ‘B’
APPLICATION OF AGENCY FEES

Event/Case	Description	Fee (Swiss Francs, CHF)
New Applicant	Registration Fee, Head Office Location	500
New Applicant	Application Fee, Head Office Location ¹	1,000
New Applicant	Registration Fee, Branch Office Location	250
New Applicant	Application Fee, Branch Office Location ¹	250
Change	Change of Address/Location, all types of entity	0
Change	Change of Name, all types of entity	0
Change	Change of Name and Address/Location, all types of entity	0
Change	Change of Ownership, all types of entity	0
Change	Change of Shareholders, all types of entity	0
Annual Fees	Annual Fee, Head Office Location	200 (small) ² 350 (medium) ³ 500 (large) ⁴
Annual Fees	Annual Fee, Branch Office Location (First 10 locations/codes)	100
Annual Fees	Annual Fee, Branch Office Location (11-25 locations/codes)	50
Annual Fees	Annual Fee, Branch Office Location (additional locations/codes beyond 25)	25
Administrative Fees	Reinstatement Fee	150
Administrative Fees	Late Payment Fee	150
Administrative Fees	Interest charges on amount short paid when a payment plan is established	2% over national bank rate times days outstanding
Administrative Fees	Minor Error Policy	150
Administrative Fees	Lack of compliance to report any of the changes within 30 days of occurrence	1,500

- 1 All application fees are refundable, in the event accreditation is not achieved
- 2 Small—up to USD 200,000 gross annual sales
- 3 Medium—USD 200,001—USD 2,000,000 gross annual sales
- 4 Large—more than USD 2,000,000 gross annual sales

RESOLUTION 800

Attachment 'C'

FINANCIAL ASSESSMENT FRAMEWORK FOR AGENTS WITH AN AMOUNT AT RISK GREATER THAN USD 5 MILLION

* Note that unless indicated with "Key", all other ratios are categorized as "Standard" ratios.

Criteria #	Criteria Name	Criteria Description	Target	Result	Pass/Fail	
1	IATA Specific Controls					
1.1	Irregularities, Defaults and Prejudiced Collection of Funds	Agent incurred an irregularity, default or prejudice collection of funds during the year?	No	-		Key
			Pass/Fail			
2	Historical Financial Data					
2.01	EBITDA (Last 12 months)	EBITDA (rolling Last 12 Months)	x>0			Key
2.02	EBITDA (quarterly)	EBITDA (Quarterly, 3M)	x>0			
2.03	Cash ratio	Cash ratio (Cash and Cash equivalent/Current liabilities)	x≥30%			
2.04	Quick ratio	Quick ratio (Cash and Cash equivalent + AR/Current liabilities)	x≥50%			
2.05	Free cash flow	Free cash flow as per latest publication (Last 12 months)	x>0			Key
2.06	Free cash flow/Net Debt	Free cash flow/Total net Debt	x≥20%			
2.07	Net Equity>0	Net Equity	x>0			
2.08	Decrease in net sales≥0	Net Sales (Last 12 months N, vs Last 12 months N-1)	x≥-20%			Key
2.09	Net Cash Position>0	Net Cash Position	x>0			
2.10	Net Income 12 months	Net Income (rolling last 12 Months)	x>0			
2.11	Net Income 3 months	Net Income (Quarterly, 3M)	x<>0			Key
2.12	Qualification and reserves from auditors	Is there any qualification/emphasis of matters reflecting ongoing concerns from the auditors on the latest audited financial statements (including half year)?	No			
			Pass/Fail: Key ratio (1 Fail = Total Fail) Standard ratio (4 Fails = Total Fail)			
3	Forecasted Financial Process					
3.01	Effective Business Forecast	Is there any Business Forecast process in place (providing at least 1-year visibility)?	Yes			Key
3.02	Effective CF Forecast	Is there any CF Forecast process in place (at least 1 year)?	Yes			Key
			Pass/Fail			
4	Operational Review					
4.01	Effective Disaster Management	Is there any process in place to apply operational countermeasures in case of extraordinary disaster (with no major exception) (Certification ISO 22301)	Yes			Key
4.02	Effective Cybersecurity Management					
4.02a	Have you appointed a Chief Information Security Officer or similar in your organisation?		Yes			Key
4.02b	Do you have an information security strategy/roadmap, aligned with the IT and business strategies?		Yes			
4.02c	Have you formalised and enforced an information security policy?		Yes			Key
4.02d	Have you performed an information security risk assessment for your organisation (e.g. evaluation of information security risks based on identified threats)?		Yes			Key
4.02e	Have you implemented information security controls and measures to adequately mitigate your organisation's risks?		Yes			Key
4.02f	Do you train your employees on a regular basis regarding information security risks and good practices (e.g. through yearly e-learning)?		Yes			Key
4.02g	Are information security incidents managed (e.g. incident management and monitoring procedures, data breach reported to impacted individuals)?		Yes			Key
4.02h	Do you perform regular vulnerability scans and penetration tests?		Yes			Key
4.02i	Do you implement security patches on your information systems on a regular basis (e.g. at least every 3 months)?		Yes			
4.02j	Do you involve information security stakeholders at the earliest stage during project implementations?		Yes			Key
4.02k	When engaging with services providers, do you perform an information security due diligence?		Yes			
4.02l	Have you implemented specific measures to ensure the continuity of your information systems following a cyberattack?		Yes			

Criteria #	Criteria Name	Criteria Description	Target	Result	Pass/Fail
4.03	Effective Applicable Data Protection Requirements Compliance Management				
4.03a	Have you appointed a Data Protection Officer or a similar role in your organisation?		Yes		Key
4.03b	Have you formalised and enforced a data protection policy?		Yes		Key
4.03c	Have you formalised and enforced an information classification policy?		Yes		Key
4.03d	Do you have a documented register of your personal data processing activities, including the identification of the lawful grounds for processing personal data?		Yes		Key
4.03e	Are data protection notices adequately document to notify individuals about the processing of their personal data?		Yes		Key
4.03f	Are Data Protection Impact Assessments conducted whenever processing activities induce a high risk for the rights and freedom of individuals to whom personal data belong?		Yes		Key
4.03g	Do you train your employees on a regular basis regarding data protection risks and good practices (e.g. through yearly e-learning)?		Yes		
4.03h	Have you developed procedures to handle and respond to individuals' exercising their data protection rights (e.g. right to access, right to be forgotten, right to object, etc.)?		Yes		Key
4.03i	Are Data Protection by Design and by Defaults concepts implemented in your organisation's project methodology?		Yes		Key
			Pass/Fail: Key ratio (1 Fail = Total Fail) Standard ratio (3 Fails = Total Fail)		
5	Global Risks Controls	(5.01–5.02 assessed only if applicable)			
5.01a	Stock Market Price decrease (Last 12 Months N)	Stock Market Price decrease (Last 12 Months N)	x≥-20%		
5.01b	Stock Market Price decrease (Last 12 Months N)	Variation of the stock compared to the Index is higher than 30%	x≥-30%		
5.01c	Stock Market Price decrease (12 Months N-1)	Stock Market Price decrease (12 Months N-1)	x≥-20%		
5.01	Stock market development 12 month (2 periods negative trends = Fail)				
5.02a	Stock Market Price decrease (Quarterly, 3M)	Stock Market Price decrease (Quarterly, 3M)	x≥-20%		
5.02b	Stock Market Price decrease (Quarterly Q-1, 3M)	Stock Market Price decrease (Quarterly N-1, 3M)	x≥-20%		
5.02	Stock market development 3 months (2 periods negative trends = Fail)				
5.03	Analyst consensus 12 months forward EBITDA	Analyst consensus 12 months forward EBITDA	EBITDA > 0		
			Pass/Fail Standard ratio (3 Fails = Total Fail)		
6	Trends Analysis	(Not applicable if CFO is positive)			
6.01	Trend - Cash ratio 12 months (Last 12 months N, vs Last 12 months N-1)	Cash ratio (Cash and Cash equivalent/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.02	Trend - Cash ratio 12 months (Last 12 months N-1, vs Last 12 months N-2)	Trend - Cash ratio 12 months (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
6.03	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.04	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N-1, vs Last 12 months N-2)	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
6.05	Trend - CFO 12 months (Last 12 months N, vs Last 12 months N-1)	Cash Flow from Operating activities (CFO) as per latest publication (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.06	Trend - CFO 12 months (Last 12 months N-1, vs Last 12 months N-2)	Trend - CFO 12 months (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
			Pass/Fail Standard ratio (3 Fails = Total Fail)		
General Result: Result assessment Any fail to any of the above sections results in a failed assessment					

RESOLUTION 800a

APPLICATION FORM FOR ACCREDITATION AS AN IATA PASSENGER SALES AGENT

PAC(56)800a(except USA)

Expiry: Indefinite
Type: B

RESOLVED that, the following standard form shall be used in connection with the Passenger Sales Agency Rules.

APPLICATION FORM FOR ACCREDITATION AS AN IATA PASSENGER SALES AGENT

The information requested below is required by IATA to assist in determining the eligibility of the applicant for inclusion on the IATA Agency List. Type or print clearly the answers to all questions on this form. Where additional space is required, or where you wish to supplement your answer and there is insufficient space, attach to this form additional sheets containing the data. Retain a copy of this application for your permanent records at the agency location.

Note: A separate form is required for each agency location for which approval is sought.

Section 1—Identification of Agency Location for which Approval Requested

1.1 Legal name:

1.2 Trade name, if different from 1.1 above:

1.3 Full address, mobile and telephone number of the office for which application for approval is made:

1.4 If registration and/or licence is required by law in your country, give:

1.4.1 the trade registration or licence number of the agency;

1.4.2 the date this was granted;

1.4.3 Attach a copy of the official certificate of registration and/or licence.

1.5 Date on which the office for which approval is sought opened as a travel agency.

Section 2—General Information

2.1 Is approval sought as:

2.1.1 a Head Office Location: Yes No

2.1.2 a Branch Office Location of an IATA Accredited Agent:

Yes No

If Yes:

2.1.2.1 give name, address, telephone number, e-mail address and IATA Numeric Code of IATA Approved Head Office

2.1.2.2 Is the Branch Office:

wholly owned by this Head Office: Yes No

wholly managed by this Head Office: Yes No

2.1.2.3 Is this application for an On-line Agency?

(issuing only Electronic Tickets) Yes No

2.2 Specify legal status:

sole proprietorship

partnership

limited liability company

other (describe)

2.3 If your travel agency is owned by an organisation other than the Head Office mentioned above, answer the following with respect to the parent organisation:

2.3.1 What is its legally registered name and address?

2.3.2 What is the principal business of this organisation?

Section 3—Financial Information of Business Entity

Specify as applicable:

3.1 Registered capital:

3.2 Paid-up capital:

3.3 Minimum paid-up capital required by the law of your country:

3.4 VAT number:

3.5 Attach a copy of your current financial statements including balance sheet and profit and loss account certified by a chartered, certified public or certified general accountant.

3.6 E-mail address(es) of the financial assessment contact(s)—up to three email addresses can be provided:

Section 4—Business Entity of Agency

4.1 If SOLE OWNER:

Name:

Address, Telephone Number, Fax Number and E-mail Address:

% of time devoted to the agency business:

4.2 If PARTNERSHIP (Note that each partner must sign this application form):

Name(s) and Title(s) of Partner(s):

Address(es), Telephone Number(s), Fax Number(s) and E-mail Address(es):

% of time devoted to the agency business:

Financial Interest %:

4.3 If CORPORATION:

4.3.1 When and where incorporated:

4.3.2 Names of Shareholders¹

Addresses, Telephone Numbers, Fax Numbers and E-mail Addresses:

% of time devoted to the agency business:

Financial Interest % (i.e. shareholding):

4.3.3 Name(s) and Titles of Directors and Officers:

4.4 If **NONE OF ABOVE APPLIES**, fully describe the type of business entity, when and where organised and the names and titles of persons holding a financial or managerial interest in the business, the nature and extent of their interest, their address, telephone numbers, fax numbers and e-mail addresses and percentages of their time devoted to the agency business.

Section 5—Details of Owners and Managers of Agency

5.1 Attach a list setting forth the names of owners and managerial personnel giving details as follows:

5.1.1 Name

5.1.2 Position or title:

5.1.3 Date joined agency location for which approval is sought:

5.1.4 Name of previous employer(s) and address(es). If previous employer(s) were travel agents, indicate if IATA accredited or not:

5.1.5 Date(s) of previous employment (month/year):

5.1.6 Position(s) held during previous employment:

5.2 If any of the questions below are answered in the affirmative, give the name(s) of the agency or agencies and location(s) involved, the relationship of the individual(s) with the agency or agencies, the date of the bankruptcy or default and all pertinent details:

5.2.1 Have you, or any partner, officer, director, manager or any individual having authorization to act and sign on behalf of any such firm, partnership, association or corporation at any time been a director or had a financial interest or a position of management in an IATA Agent which has been removed from the IATA Agency List or which is under notice of default and still has outstanding commercial debts?

Yes No

Section 6—Premises of Agency Location for which Approval Requested

6.1 Are the premises located at an airport:

Yes No

6.2 Describe the means by which the premises are identified as a travel agency:

6.3 If an Online Agent specify URL address.

Section 7—Security of Traffic Documents

Applicants will be required to provide evidence at the time of inspection that they meet the requisites for Traffic Document security, as advised by the Agency Administrator or the Secretary of the Agency Investigation Panel.

¹ Except where your organisation is a legal entity whose shares are listed on a securities exchange or are regularly traded in an 'over-the-counter' market.

Section 8—Other Information

8.1 Is the agency a General Sales Agent for any IATA or non-IATA airline?

Yes No

If yes, specify:

8.1.1 Name(s) of airline(s):

8.1.2 Scope of operation:

8.1.3 GSA territory:

8.2 Provide the names of individuals authorised to sign, on behalf of the applicant, documents which relate to the day-to-day operation of the travel agency:

8.3 Submit in accordance with the attached format, a statement of your current international air passenger transportation sales.

8.4 If approved as an IATA Agent, what do you estimate will be the gross amount of international air transportation sales of IATA carriers at the location for which approval is requested:

8.4.1 in your first year?

8.4.2 in your second year?

8.5 Is your agency an IATA Registered Cargo Agent?

Yes No

If so, name under which it is registered:

IATA Numeric Code:

8.6 Attach a sample of your agency's letterhead.

8.7 Please indicate the GDS with which you have signed a contract:

In absence of contract with GDS, kindly confirm you carry only NDC transactions with Airlines, and provide IATA with one (1) letter of recommendation from an IATA Member Airline.

8.8 Please indicate the banking details (IBAN, SWIFT and Bank Account) for which approval is requested:

8.9 Full name and e-mail address of the ISS Portal Administrator:

I hereby certify that the foregoing statements (including statements made in any attachment hereto) are true and correct to the best of my knowledge and belief, and that I am authorised by the organisation identified in the answer to 1.1 above to make these statements and file this document.

It is hereby agreed that this application shall become a part of every Sales Agency Agreement signed with Members of IATA for the sale of international air passenger transportation, and as such, all information contained herein will be treated as confidential (excluding the information contained in Section 1). Notwithstanding the

foregoing, the applicant authorizes IATA and represents that it has obtained meaningful consent of each individual listed in this application to use and process the information contained in Sections 2.1.2.2, 2.2, 4, 5.1.1 and 5.1.2, in order to produce and distribute databases to be used by travel industry participants.

The applicant hereby expressly waives any and all claims, causes of action or rights to recovery and agrees to indemnify and hold harmless IATA or any of its Members, their officers, employees, agents or servants, for any loss, injury or damage based upon libel, slander or defamation of character by reason of any action taken in good faith pursuant to this application, including but not limited to a notice of disapproval.

The Applicant understands and agrees that if the application for accreditation as an IATA Agent is disapproved, he will not claim any commission, remuneration or compensation for the sale of air transportation over the services of any IATA Member during the period the application was under consideration.

The applicant understands and agrees to pay the application, entry and annual fees, in the amounts determined by the Conference in consultation with the Director General, and as advised by the Agency Administrator, for inclusion and retention on the Agency List. If the application is rejected, the entry and initial annual agency fees shall be returned to the applicant.

The applicant understands and agrees that, upon the approval of their application and in the event of any future change requiring a new Passenger Sales Agency Agreement as set forth in the Passenger Sales Agency Rules, the applicant accepts the liability for any outstanding Billing which has either not yet been remitted to IATA, or where the related Remittance Date has still to be reached, whichever event occurs last; until IATA has been notified of the date that the Change of Ownership takes place, through the submission of a Notice of Change shown as an attachment in the applicable Sales Agency Rules, and such Change of Ownership takes effect.

.....
(Name of Applicant/Sole Owner)

.....
(Signature)

.....
(Title)

.....
(Country)

.....
(Date)

.....
(Name of Partner)

.....
(Signature)

.....
 (Title)

.....
 (Country)

.....
 (Date)

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 (Name of Partner)

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 (Signature)

.....
 (Title)

.....
 (Country)

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 (Date)

.....
 (Name of Partner)

.....
 (Signature)

.....
 (Title)

.....
 (Country)

.....
 (Date)

GOVERNMENT RESERVATIONS

UNITED STATES

In Order 73-8-115 dated 23 August 1973, the Civil Aeronautics Board approved Resolution 810q (except USA) (now 800a) subject to the condition that such approval shall not extend to agencies located in the United States.

△ **RESOLUTION 800f**

AGENTS' FINANCIAL EVALUATION CRITERIA

PAC(55)800f/(Mail A594)(except USA) Expiry: Indefinite Type: B

WHEREAS [Resolution 800](#) provides that Agency Investigation Panels are authorised to establish certain standards, application of such standards are subject to their prior endorsement by the Agency Administrator and published in the Travel Agent's Handbook;

WHEREAS [Resolution 812](#) provides that Agents holding Standard Accreditation with Cash Facilities shall undergo an evaluation of their financial standing to maintain status as an Accredited Agent in accordance with established Local Financial Criteria;

WHEREAS [Resolution 818g](#) provides that applicants and Agents shall undergo an evaluation of their financial standing to become and maintain status as an Accredited Agent in accordance with established Local Financial Criteria;

WHEREAS a market may have not developed its own Local Financial Criteria;

WHEREAS a review of Local Financial Criteria in a particular market may raise financial concerns;

WHEREAS a market may not have a local group such as an AIP or APJC to discuss relevant changes towards its Local Financial Criteria;

RESOLVED that the AGENTS' FINANCIAL EVALUATION CRITERIA shown at [Appendix 'A'](#) shall be taken into account as a best practice for the establishment and/or review of the Local Financial Criteria in markets where existing Local Financial Criteria raise substantiated concerns, including by AIPs and APJCs, subject to any local conditions that may apply.

GENERAL RULE

1. Each AIP and APJC must evaluate its Local Financial Criteria at least once per annum taking into consideration the best practice financial criteria contained in [Appendix 'A'](#), subject to any local conditions that may apply.

2. In the event that IATA identifies a particular market where the Financial Securities are deemed to be deficient, IATA shall conduct an analysis on the Local Financial Criteria and provide third party recommendations to AIP or APJC for the evaluation of the Local Financial Criteria within the next 90 calendar days.

2.1 In the event that the AIP or APJC are not able to meet and evaluate the Local Financial Criteria within 90 calendar days of written notice from IATA, the Passenger Agency Conference Steering Group will review the Local Financial Criteria where necessary and propose changes to strengthen the Criteria, to be considered for Passenger Agency Conference adoption. The AIP or APJC will be

given the opportunity to provide feedback, which shall be taken into consideration by the Passenger Agency Conference.

3. In the event of any conflict, contradiction or inconsistency between (a) the provisions of this resolution or the provisions of any Local Criteria as the case may be and (b) any provisions contained within the applicable Passenger Sales Agency Rules for a market, the provisions of the Passenger Sales Agency Rules shall prevail.

4. The definitions of terms and expressions used in this [Resolution 800f](#) adopt the definitions in [Resolution 866](#). The use of words and expressions in the singular will, where the context so permits, be taken to include their use in the plural and vice versa. Paragraph headings are for ease of reference only and do not form part of this [Resolution 800f](#).

RESOLUTION 800f

△ Appendix 'A'

AGENTS' FINANCIAL EVALUATION CRITERIA

1. CRITERIA FOR EVALUATION OF AGENTS' ACCOUNTS

1.1 All financial information used in the financial criteria will be extracted from the Agent's Audited Accounts.

1.2 The following financial tests apply to the evaluation of an Agent's Audited Accounts:

1.2.1 There must be positive Net Equity.

1.2.2 Net Equity divided by long-term debt and other long-term liabilities must be greater than 0.5.

1.2.3 EBITDA (Earnings Before Interest, Taxation, Depreciation, Amortisation and extraordinary items) must be positive.

1.2.4 The EBITDA must exceed the Interest Expense by a factor of a minimum of two.

1.2.5 Adjusted Current Assets must exceed Current Liabilities.

1.2.6 There must be positive free cash flow.

2. ANNUAL FINANCIAL REVIEWS

New Applicants

2.1 All applicants must provide Audited Accounts not more than 12 months old at the time of submission to become an Agent for the purposes of evaluation against the financial tests in Section 1 of this [Resolution 800f](#). If an applicant has been in business for less than 12 months at the time of application, an opening balance sheet must be provided instead.

Accredited Agents

2.2 The financial standing of the Agent will be assessed by IATA annually or for cause at any time.

2.3 All Agents must provide Audited Accounts not more than twelve months old at the time of submission to IATA, for the purposes of evaluation against the financial tests in Section 1 of this [Resolution 800f Appendix 'A'](#).

2.4 If an Agent fails to pass any of the financial tests in section 1 of [Resolution 800f Appendix 'A'](#), the financial assessment will be considered as 'Unsatisfactory'

3. FINANCIAL SECURITY

3.1 An Agent will not be accredited or will not continue to be accredited until any Financial Security required to be

provided to IATA has been received by IATA and confirmed to IATA by way of written confirmation received directly from the third party supporting the Financial Security that the Financial Security was issued by that third party and is valid.

3.2 For the purposes of calculating the amount of a Financial Security the following definitions apply:

3.2.1 “Days’ Sales at Risk” defined by [Resolution 866](#).

3.2.2 “Amount at Risk” is defined by [Resolution 866](#). Where BSP cash turnover is not applicable, cash turnover applies;

New Applicants

3.3 All applicants must provide a Financial Security covering 100% of their monthly average cash turnover, with a minimum amount of USD 25,000, or the equivalent in local currency, whichever is higher, to be accredited.

Accredited Agents

3.4 All Agents are required to provide a Financial Security. The amount of the required Financial Security is determined by a Risk Status assigned to the Agent.

3.4.1 Risk Status A

Agents with Risk Status A are required to provide a Financial Security covering 80% of their Amount at Risk calculated as per [section 3.2.2](#), or USD25,000 whichever is higher.

3.4.2 Risk Status B, C and Markets Where Risk Status is Not Applicable

Agents are required to provide a Financial Security covering 100% of their Amount at Risk calculated as per [section 3.2.2](#), or USD25,000 whichever is higher.

3.5 If the existing Financial Security is insufficient to cover the proportion of Amount at Risk as required in [section 3.4](#) of this Appendix, the amount of Financial Security required will be increased.

3.6 Where an Agent participates in the Agency Program in absence of a Billing and Settlement Plan, Agents that obtain “Satisfactory” results from the annual financial assessment will not be required to provide a Financial Security.

DEFINITIONS OF TERMS USED IN THESE GUIDELINES

Adjusted Current Assets—are defined as Current Assets as in the Balance Sheet of the Accounts after deducting:

- Stocks and work in progress,
- Deposits given to third parties other than IATA,
- Loans to Directors, Associate Companies, (including any subsidiary, associate or company under common ownership),
- Doubtful debtors,

- Blocked funds, except for funds held in favour of IATA.

These generic descriptions may be modified to terms specifically defined under the applicable local Generally Accepted Accounting Principles (GAAP) and disclosed in the financial statements.

Audited Accounts means the Agent’s financial and accounting records and procedures that have been reviewed and certified by an auditor recognized as competent by the regulatory authority in that country to perform an audit that are provided to IATA and which includes the auditor’s opinion of those accounts. IATA may accept certified accounts or tax reports that are certified by an independent Certified Public Accountant in lieu of Audited Accounts in a market where Agents are not required to prepare Audited Accounts in accordance with local law. In all instances the established accounting rules in a country will apply.

Current Liabilities—are defined as Current Liabilities as in the Balance Sheet of the Accounts.

EBITDA—Earnings Before Interest, Taxation, Depreciation and Amortisation.

Financial Review means a review of an Agent’s financial position or the calculation of the amount of Financial Security required in accordance with this [Resolution 800f](#), or both.

Free Cash Flow means Cash Flow from Operations less Capital Expenditures.

Interest Expense means an income statement account which is used to report the amount of interest incurred on debt during a period of time.

Net Equity or Shareholders’/Owners’ Funds—consists of:

- Share capital
- Share premium
- Retained earnings
- Other distributable reserves
- Shareholder’s loans if subordinated less declared dividends.

Long Term Debt—All debt liabilities where repayment is due more than twelve months after the end of the financial period.

Long Term Liabilities—all liabilities where repayment is due more than twelve months after the end of the financial period.

RESOLUTION 800z

ELECTRONIC TICKETING

PAC(46)800z(except USA)

Expiry: Indefinite
Type: B

WHEREAS the Passenger Agency Conference wishes the IATA Passenger Agency Programme to respond effectively and efficiently to the rapid developments in Electronic Ticketing and to provide for such forms of ticketing to be handled within the framework of that programme, now it is

RESOLVED that, the following provisions are adopted

DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

1. Electronic Tickets as defined above and provided for in this Resolution shall carry a form code in accordance with the RP1720a. Appropriate measures must be taken to ensure clear identification of the ticket as an electronic transaction throughout all processing operations concerning such ticket.
2. Ranges of serial numbers shall be allocated to BSPs and from BSPs to Agents in accordance with established BSP procedures.
3. Electronic Tickets shall be reported and remitted in accordance with BSP standard procedures.
4. An Electronic Ticket is deemed to have been issued at the time that a serial number is assigned to the reservations record. The date of issuance must be recorded for all transactions.
5. Standard Traffic Documents, as defined in the Passenger Sales Agency Rules, shall be understood to include Electronic Tickets.
6. Where reference is made in the Passenger Sales Agency Agreement and the Passenger Sales Agency Rules to issuance of a Traffic Document, such reference shall be understood to include issuance of an Electronic Ticket.
7. At the time of issuing an Electronic Ticket Agents must provide the passenger with all applicable legal notices and a receipt must be generated and furnished to the passenger by the Agent. When an Agent provides the legal notices these must be in accordance with the guidelines furnished in the BSP Manual for Agents.

RESOLUTION 810z

EXTENSION OF AGENCY PROGRAMME IN THE PEOPLE'S REPUBLIC OF CHINA

PAC3(55)810z(People's Republic of China)

Expiry: Indefinite
Type: B

WHEREAS Resolutions [812](#), [818g](#), [820e](#), [824c](#), [844](#) and [846](#) govern the relationship between IATA Members and Approved Agents in the People's Republic of China, and

WHEREAS pursuant to [Resolutions 812](#) and [818g](#), the Agency Programme for the People's Republic of China has been established by the Passenger Agency Conference with delegated authority over specified provisions of the IATA Agency Programme, and

WHEREAS in response to marketplace requirements, IATA Members operating domestic services in the People's Republic of China wish to extend the benefits and obligations of the IATA Agency Programme, to their agents engaged in selling domestic air transportation in the People's Republic of China, and

WHEREAS the said Members are particularly desirous of making available to their domestic agents the reporting and remitting facilities of the IATA Billing and Settlement Plan (BSP) in the People's Republic of China, and

WHEREAS it is desired to obtain the approval of the Passenger Agency Conference for the proposed extension of certain features of the IATA Agency Programme to domestic agents of IATA Members and of other domestic air carriers participating in BSP-People's Republic of China it is

RESOLVED that the Passenger Agency Conference, having noted the wishes expressed by certain Members, in response to the evolving market situation in the People's Republic of China as outlined above,

1. approves the extension of relevant aspects of the IATA Agency Programme, to domestic agents of IATA Members and of other domestic air carriers participating in BSP-People's Republic of China to the extent compatible with applicable national law and regulations;
2. delegates responsibility for devising appropriate rules, regulations and contractual documents to govern the relationship between domestic agents and IATA Members and such other domestic air carriers in the People's Republic of China it being understood that any such rules and regulations shall be implemented subject to any authorisation which may be required in accordance with national law;

3. subject to the foregoing, authorises ISS Management of the IATA Billing and Settlement Plan in the People's Republic of China to make available the services of BSP-People's Republic of China for the reporting and remitting of sales of domestic air transportation in the People's Republic of China on behalf of IATA Members and other domestic air carriers participating in BSP-People's Republic of China.

RESOLUTION 812

PASSENGER SALES AGENCY RULES

△ PAC(58)812/(Mail A562, 589, 590, Expiry: Indefinite
591, 592, 593, 595, 596, Type: B
607)(except USA)

This Resolution is applicable in the following market and regions:

Area 1: Argentina, Belize, Bermuda, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Martinique, Mexico, Panama, Paraguay, Peru, Uruguay.

Area 2: Africa: Botswana, Central/West Africa¹ (except Mauritania), Egypt, Ethiopia, Ghana, Kenya, Lesotho, Mayotte, Mozambique, Namibia, Nigeria, Reunion Island, Rwanda, South Africa, Sudan, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe.

Area 2: Europe: Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia & Herzegovina, Bulgaria, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Isle of Man, Ireland, Italy, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia (FYROM), Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Cyprus, Romania, Russian Federation, San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom.

Area 2: Middle East: Gulf Area², Jordan, Kuwait, Lebanon, Qatar, Saudi Arabia.

Area 3: Bangladesh, Cambodia, Chinese Taipei, Hong Kong (SAR, China), India, Indonesia, Japan, Korea, Malaysia, Mongolia, Myanmar, Nepal, Pakistan, People's Republic of China, Philippines, Singapore, South West Pacific (Australia and New Zealand only), Sri Lanka, Thailand, Vietnam.

WHEREAS:

The Passenger Agency Conference ('the Conference'), in consultation with The travel agency community, wishes to provide consumers with a network of reliable and professionally managed sales outlets for air transportation products in an efficient and cost effective manner responsive to evolving individual marketplace requirements with payments facilitated through the BSP,

¹ Central/West Africa comprises: Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo (Brazzaville), Gabon, Ivory Coast, Mali, Mauritania, Niger, Senegal, Togo.

² Gulf Area comprises: Bahrain, Oman, United Arab Emirates.

CHINA: Recognising that the BSP Online Payment (BOP) solution has been working efficiently in BSP China for several years, BOP will be an Easy-Pay pay-as-you-go solution for that market. The provisions of [Resolution 850 section 22.4](#) will also apply to the BSP Online Payment (BOP) in BSP China.

RESOLVED that:

1. This Resolution will be implemented in a market/region upon notification of the Agency Administrator in accordance with the provisions of [Resolution 846](#). Notification of the date of implementation of this Resolution shall be given to all Members by the Agency Administrator with a minimum of 60 days' notice.
2. The provisions of section [5.6](#) will be reviewed at the PAC taking place in 2020, and will be subject to re-adoption. In the event that PAC amends the Remittance Holding Capacity calculation established in Resolution 812 section [5.6](#), Accredited Agents will be notified of the change, at minimum, six months before the new calculation takes effect.
3. Where this Resolution is implemented in a market/region, [Resolution 848](#) will no longer apply in that market(s)/region.
4. Where [Resolution 812a](#) is implemented in a market/region at a later date than this Resolution, any provisions which refer to [Resolution 812a](#) will only become effective as of such later date.

Contents

DEFINITIONS

GENERAL PRINCIPLES OF REVIEW

SECTION 1—AGENCY PROGRAMME JOINT COUNCIL

SECTION 2—ACCREDITATION: REQUIREMENTS AND APPLICATION PROCESS

SECTION 3—ACCREDITATION: GENERAL CONDITIONS AND ADMINISTRATIVE NON-COMPLIANCES

SECTION 4—RISK EVENTS

SECTION 5—RISK MANAGEMENT AND REMITTANCE HOLDING CAPACITY

SECTION 6—FRAMEWORK FOR REPORTING AND REMITTING

SECTION 7—ISSUE OF STANDARD TRAFFIC DOCUMENTS

SECTION 8—PROTECTION AND PROPER ISSUANCE OF STANDARD TRAFFIC DOCUMENTS

SECTION 9—COMMISSION AND OTHER REMUNERATION

SECTION 10—CHANGE TO SCOPE OR NATURE OF ACCREDITATION

SECTION 11—REVIEWS BY THE TRAVEL AGENCY COMMISSIONER

SECTION 12—ARBITRATION

SECTION 13—REMOVAL OF ACCREDITATION

SECTION 14—AGENCY FEES

SECTION 15—INDEMNITIES AND WAIVER

ATTACHMENT 'A'—(INTENTIONALLY LEFT BLANK)

ATTACHMENT 'B'—APPLICATION FORM FOR ACCREDITATION AS AN IATA PASSENGER SALES AGENT

ATTACHMENT 'C'—NOTICE OF CHANGE

ATTACHMENT 'D'—VOLUNTARY MORE FREQUENT REMITTANCE REQUEST

ATTACHMENT 'E'—MULTI-COUNTRY FINANCIAL CRITERIA

ATTACHMENT 'F'—MULTI-COUNTRY FINANCIAL SECURITY PROVIDER CRITERIA

ATTACHMENT 'G'—BSP MANUAL FOR AGENTS

ATTACHMENT 'H'—APPLICATION OF AGENCY FEES

ATTACHMENT 'I'

Definitions

The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#). The use of words and expressions in the singular shall, where the context so permits, be taken to include their use in the plural and vice versa. Paragraph headings are for ease of reference only and do not form part of this Resolution.

General Principles of Review

In the event that IATA, as represented by the Agency Administrator, notifies the Agent of any kind of failure to meet or continue to meet the criteria so here described or of any other irregularity or non-compliance with this Resolution, the Agent shall at all times be able to enter into discussion with IATA, to provide information to demonstrate its compliance and continued compliance with the terms of this Resolution within the prescribed deadlines. The Agent is also able to request a review by the Travel Agency Commissioner in accordance with Resolution 820e section [1.4](#).

Section 1—Agency Programme Joint Council

In each market or Area where this [Resolution 812](#) is implemented, an Agency Programme Joint Council (APJC) shall be established and shall continue to operate after implementation:

1.1 AGENCY PROGRAMME JOINT COUNCIL ('THE COUNCIL')

Every Member or BSP Airline may, by written notification to the Agency Administrator, nominate a person of senior management standing (the nominee) to serve as its representative on the Agency Programme Joint Council for that market or Area:

1.1.1 Composition

The Council shall consist of

△ **1.1.1.1** Members and Airlines designated from time to time by the Agency Administrator, from those having designated a nominee, bearing in mind the local market conditions. Any Member and Airline representative may attend the APJC as an observer at the discretion of the Chair, whose approval shall not be unreasonably withheld. Observers are allowed to participate with the permission of the Chair and contribute in the discussions. Members/Airlines must not designate a General Sales Agent as their APJC representative. GSAs are also not permitted to attend APJC meetings as observers.

△ **1.1.1.2** Representatives, who are Accredited Agents, selected from the agent community as coordinated by the agency association(s). Agent representation shall constitute half of the Council's membership. Executive officers of agent associations without a designated representative may attend the APJC as observers at the discretion of the Chair, whose approval shall not be unreasonably withheld.

1.1.1.3 IATA as an ex officio member; provided that the number of Members, Airlines and Agents' representatives as provided in [1.1.1.1](#) and [1.1.1.2](#) above shall be determined by the Agency Administrator in proportion to their respective numbers in the market or area of the Council and shall be included in his recommendation to the Conference; provided further that the total voting membership of the Council shall not exceed 18;

1.1.2 APJC Authority and Terms of Reference

1.1.2.1 The Council may consider all aspects of the Agency Programme in the relevant market or Area and make recommendations in the form of agenda proposals to the Passenger Agency Conference which shall inform the Council of action taken, and the reason for the decision made. Conversely, the Agency Administrator shall refer to the Council for comments and recommendations all proposals submitted to the Passenger Agency Conference which fall within the Council's authority;

1.1.2.2 The Council shall make recommendations to the Passenger Agency Conference regarding accreditation criteria in respect of financial standing;

1.1.2.3 In the event that no recommendation on changes to Local Financial Criteria, Remittance Frequency under Standard Accreditation, or other matters within the terms of reference of an APJC can be achieved after consultation at an APJC within 24 months (including any event where the APJC was convened without a quorum) or 4 consecutive meetings where a quorum was met, any APJC member or group of members may make proposals directly to the Passenger Agency Conference.

1.1.2.4 The Council when it deems appropriate shall create a Local Financial Criteria Advisory Group to review and make recommendations to it on the Local Financial Criteria, which body shall function as per sub-paragraph [1.1.3](#) below.

1.1.3 Local Financial Criteria Advisory Group

1.1.3.1 The Council may establish a Local Financial Criteria Advisory Group to assist in the development of Local Financial Criteria for accreditation. The Local Financial Criteria Advisory Group (LFCAG) will be under the direct control of the Council and shall:

- (a) be composed in equal numbers of qualified staff of both airline and agent members,
- (b) consist at a minimum of two airline and two agent representatives as nominated by the APJC.

1.1.3.2 The LFCAG may seek the assistance of legal expertise and/or external financial expertise to advise on local accounting standards.

1.1.3.3 The LFCAG will review any existing Local Financial Criteria against changing economic conditions in the market and make recommendations for change to the Council.

1.1.3.4 Recommendations of the LFCAG will be subject to ratification of the Council as per sub-paragraph [1.1.4](#).

1.1.4 Procedures

△ The Council shall meet when required and shall elect its Chair from its membership. A simple majority of the Council shall constitute a quorum and recommendations shall be adopted, for consideration by the Conference, when a majority of the air carriers and a majority of the Agents of the Council vote in favour of the proposal. Except as provided herein, the Council shall establish its own procedures and submit a report of its activities to each meeting of the Conference.

△ **1.1.4.1** The IATA Secretary shall formally call meetings of the Council and shall establish the date and venue in consultation with the Chair. The Secretary shall compile and distribute the agenda in a timely manner.

△ **1.1.4.2** Minutes of each meeting shall be compiled by the Secretary and presented to the Chair for approval. Thereafter such minutes shall be circulated promptly to the membership who shall be free to provide comments to those minutes for consideration at the next formal meeting of the Council where such minutes shall also be tabled for approval of the Council.

Section 2—Accreditation: Requirements and Application Process

2.1 FRAMEWORK FOR OBTAINING ACCREDITATION

2.1.1 Types of Accreditation

2.1.1.1 There are three types of Accreditation:

- (a) Standard Accreditation with no Cash Facility;
- (b) Standard Accreditation with Cash Facility;
- (c) Multi-Country Accreditation.

2.1.1.2 Both types of Standard Accreditation are for Applicants who wish to participate in the Agency Programme operating in a particular market in accordance with the local accreditation requirements.

2.1.1.3 Applications for Standard Accreditation with no Cash Facility are for Applicants who wish to utilise the Customer Card Payment Method and/or IATA EasyPay Payment Method only. If so authorised by an individual BSP Airline, Applicants may utilise Alternative Transfer Methods.

2.1.1.4 Applications for Standard Accreditation with Cash Facility are for Applicants who wish to utilise all authorised Payment Methods.

2.1.1.5 Multi-Country Accreditation is for Applicants who wish to participate in the Agency Programme by operating in more than one market in accordance with global accreditation requirements and utilise all authorised Payment Methods.

2.1.2 Description of Authorised Payment Methods in the BSP

2.1.2.1 There are four types of authorised Payment Methods:

- (a) Cash Payment Method;
- (b) Customer Card Payment Method; and
- (c) IATA EasyPay Payment Method; and
- (d) Alternative Transfer Methods as defined in [Resolution 812 Attachment 'A'](#).

2.1.2.2 The Customer Card Payment Method refers to customer card transactions made against a BSP Airline's card acceptance merchant agreement, as detailed in [Resolution 890](#).

2.1.2.3 The IATA EasyPay Payment Method is detailed in section 6 of this Resolution.

2.1.2.4 Alternative Transfer Methods are detailed in [Resolution 812a](#).

2.1.2.5 Other Payment Methods may be authorised by the Conference for issuance of Standard Traffic Documents in the BSP.

2.1.2.6 Acceptance of any Payment Method shall be an independent commercial decision by individual BSP Airlines and nothing in the present Resolution shall be

interpreted as a systemic bias or a preference in favour of a particular Payment Method.

2.1.3 Objective of Accreditation

2.1.3.1 Applications for Accreditation must be made in accordance with the processes and requirements contained in this section 2.

2.1.3.2 The processes and requirements contained, or referred to, in this section 2 (including the Local Financial Criteria and Multi-Country Financial Criteria) are designed to assess on fair and neutral terms whether the Applicant has the necessary qualifications, financial standing, and (if required) financial guarantee to be granted the type of Accreditation sought.

2.2 GENERAL REQUIREMENTS FOR ACCREDITATION

2.2.1 Application form Requirements

2.2.1.1 The Applicant for Accreditation must provide IATA with all information required under [Attachment 'B'](#) to this Resolution.

2.2.2 Registration/Licence

2.2.2.1 The Applicant must be a resident of, incorporated in or registered in the country of the proposed Head Entity, in accordance with local law requirements.

2.2.2.2 The Applicant and/or its owners and managers must hold any official registration and/or licence to trade and offer travel agency services required by local law in the country of the proposed Head Entity.

2.2.3 Personnel

2.2.3.1 The Applicant must have in its employment competent and qualified personnel able to fulfil the obligations of participation in the Agency Programme, including in respect of:

- (a) selling international air transportation; and
- (b) fulfilling associated remitting and reporting obligations.

2.2.4 Head Entity & Associate Entity Operations

2.2.4.1 The proposed Head Entity and each Associate Entity must not be identified, or represent itself, as an office of an airline or group of airlines, or have a name the same as that of a Member of IATA, or IATA.

2.2.4.2 The proposed Head Entity and each Associate Entity must not trade as a General Sales Agent for any air carrier in the country where the Applicant resides, is incorporated or registered.

2.2.4.3 The proposed Head Entity and each Associate Entity must not be in office space jointly occupied or operated with an airline or an airline's General Sales Agent.

2.2.4.4 Where a proposed Head Entity or Associate Entity's location is to be jointly occupied with another Agent, each Agent shall be responsible to report its sales under its separate IATA Numeric Code.

2.2.5 Trading History

2.2.5.1 A person who is a director of the Applicant, or who holds a material financial interest or a position of management in the Applicant, must not currently or previously have been:

- (a) involved in any fiduciary breach or crime;
- (b) subject to bankruptcy proceedings; or
- (c) subject to section 2.2.5.2, a director of, or had a financial interest or held a position of management in, an Agent which has been removed from the Agency List or is currently subject to review or default action by IATA for non-compliance with the conditions of its Accreditation.

2.2.5.2 An application for Accreditation may nevertheless be approved if IATA is satisfied that:

- (a) such person was not responsible for the acts or omissions that caused such removal or default action; and
- (b) the Applicant can be relied upon to comply with the terms of the Passenger Sales Agency Agreement, this Resolution and other Resolutions of the Conference if its application for Accreditation is accepted.

2.2.6 Anti-money Laundering

2.2.6.1 The Applicant must provide any documentation required by IATA in order to comply with anti-money laundering requirements.

2.2.7 Security

2.2.7.1 The Applicant must undertake to provide sufficient protection for its business, premises and systems used for the issuance of Standard Traffic Documents in accordance with the provisions detailed in section 7 of this Resolution.

2.2.7.2 The Applicant must have the facility to issue Standard Traffic Documents on behalf of BSP Airlines through the use of an approved Electronic Ticketing System, as defined in [Resolution 854](#).

2.2.7.3 The Applicant must take all necessary precautions to protect its business and systems at the Head Entity and each proposed Associate Entity, including ensuring compliance with Payment Card Industry (PCI) Data Security Standards if applicable.

2.3 STANDARD ACCREDITATION REQUIREMENTS

2.3.1 Identity of Applicant

2.3.1.1 Subject to section 2.4.1.2, any Person may apply for:

- (a) Standard Accreditation with no Cash Facility; or
- (b) Standard Accreditation with Cash Facility,
on behalf of itself and any proposed Associate Entity, provided that such Person:
- (c) is a resident of, incorporated in or registered in the country of the proposed Head Entity, in accordance with local law requirements; and
- (d) holds any official registration and/or licence to trade and offer travel agency services required by local law in the country of the proposed Head Entity.

2.3.1.2 The Applicant accepts full legal and financial responsibility to IATA and BSP Airlines for each proposed Associate Entity upon Accreditation.

2.3.2 Head Entity & Associate Entity

2.3.2.1 An application for Standard Accreditation must specify:

- (a) the proposed Head Entity's physical address;
- (b) each proposed Associate Entity, which must be situated in the country of the Head Entity;
- (c) the Person responsible for the proposed Head Entity and each Associate Entity;
- (d) each proposed Associate Entity's ownership structure and relationship to the proposed Head Entity, including evidence of the proposed Associate Entity's assent to be included under the application as provided in [Attachment 'B'](#).

2.3.2.2 The following exceptions apply to section 2.3.2.1 (b):

- (i) An Agent in Andorra may apply to become the Associate Entity of an Agent in Spain, or vice versa;
- (ii) An Agent in San Marino may apply to become the Associate Entity of an Agent in Italy, or vice versa;
- (iii) An Agent in Vatican may apply to become the Associate Entity of an Agent in Italy, or vice versa;
- (iv) An Agent in Luxembourg may apply to become the Associate Entity of an Agent in Belgium, or vice versa;
- (v) An Agent in Liechtenstein may apply to become the Associate Entity of an Agent in Switzerland, or vice versa;
- (vi) An Agent in Monaco may apply to become the Associate Entity of an Agent in France, or vice versa.

2.4 MULTI-COUNTRY ACCREDITATION REQUIREMENTS

2.4.1 Identity of Applicant

2.4.1.1 A Person may apply as an Applicant for Multi-Country Accreditation as a Head Entity on behalf of itself together with any Associate Entities, provided that such Applicant:

- (a) is incorporated or registered at the proposed Head Entity's physical address, in accordance with local law requirements in the country where such physical address is situated; and
- (b) holds any official registration and/or licence to trade and offer travel agency services required by local law in the country where the proposed Head Entity's physical address is situated, also as may be required by local law for each proposed Associate Entity in its country of location.

2.4.1.2 The Head Entity must include in its Multi-Country Accreditation any Accredited Agent of which it owns more than 50%.

2.4.1.3 The Applicant accepts full legal and financial responsibility to IATA and BSP Airlines for each proposed Associate Entity upon Accreditation.

2.4.2 Head Entity & Associate Entity

2.4.2.1 An application for Multi-Country Accreditation must specify:

- (a) the proposed Head Entity's physical address;
- (b) each proposed Associate Entity in each country applicable, together with the full address or web site address (URL) if no physical location;
- (c) the Person responsible for the proposed Head Entity and each Associate Entity;
- (d) each proposed Associate Entity's ownership structure and relationship to the proposed Head Entity, including evidence of the proposed Associate Entity's assent to be included under the application as provided in [Attachment 'B'](#).

2.5 AUTHORISATION REQUIREMENTS FOR CASH PAYMENT METHOD

2.5.1 Overview of Process for Authorisation to use Cash Payment Method

2.5.1.1 Applications for Standard Accreditation with Cash Facility and Multi-Country Accreditation will be assessed in accordance with:

- (a) this Resolution; and
- (b) applicable Local Financial Criteria and Multi-Country Financial Criteria respectively;

to determine the terms and conditions upon which the Cash Payment Method is approved for use.

2.5.1.2 All Agents authorized to use the Cash Payment Method will be granted a Remittance Holding Capacity.

2.5.1.3 The process for determining the terms and conditions applying to the Agent's initial use of the Cash Payment Method will require Applicants for Standard Accreditation with Cash Facility:

- (a) New Applicants are not subject to the conduct of a financial assessment;
- (b) the conduct of a Risk History assessment, as detailed in section [2.5.4](#);
- (c) the assignment of an initial Risk Status as detailed in section [2.5.5](#); and
- (d) the determination of initial Cash Conditions, including:
 - (i) Financial Security requirements as detailed in section [2.5.6.3](#); and
 - (ii) Remittance Frequency requirements, as detailed in section [2.5.6.5](#).

Applicants for Multi-Country Accreditation:

- (a) the conduct of a financial assessment, as detailed in section [2.5.3](#);
- (b) the conduct of a Risk History assessment, as detailed in section [2.5.4](#);
- (c) the assignment of an initial Risk Status based on the financial assessment and Risk History assessment, as detailed in section [2.5.5](#); and
- (d) the determination of initial Cash Conditions, including:
 - (i) Financial Security requirements as detailed in section [2.5.6.3](#); and
 - (ii) Remittance Frequency requirements, as detailed in section [2.5.6.5](#).

2.5.1.4 The determination of the initial Remittance Holding Capacity applicable to the Applicant who wishes to hold Standard Accreditation with Cash Facility or Multi-Country Accreditation is detailed in section [2.5.7](#).

2.5.2 Financial Assessment for Applications for Standard Accreditation with Cash Facility

2.5.2.1 As detailed in section [2.5.1.3](#), Applicants for Standard Accreditation with Cash Facility are not initially subject to Financial Assessments.

2.5.2.2 The financial standing, stability, and solvency of the Agent after 24 months of its Accreditation will be assessed in accordance with section [5.4.3](#) and the applicable Local Financial Criteria.

2.5.3 Financial Assessment for Applications for Multi-Country Accreditation

2.5.3.1 The Applicant must submit audited financial statements and accounts in accordance with the form, content, and other requirements specified in the Multi-Country Financial Criteria for approval to use the Cash Payment Method. Subject to more specific requirements contained in the Multi-Country Financial Criteria, such audited financial statements and accounts must be prepared in accordance with globally accepted accounting principles.

2.5.3.2 The financial standing, stability, and solvency of the Applicant will be assessed by reference to the financial statements and accounts provided under section [2.5.3.1](#), in accordance with the Multi-Country Financial Criteria.

2.5.3.3 At the conclusion of the financial assessment, IATA will determine whether the Applicant has passed or failed the financial assessment in accordance with the Multi-Country Financial Criteria.

2.5.4 Risk History

2.5.4.1 An Applicant which has been authorised to use the Cash Payment Method for less than 24 consecutive months will have a Risk Event registered. Consequently, the Applicant will fail its Risk History Assessment for the first 24 months of its Accreditation, during which time a Risk History as an Accredited Agent will be established.

2.5.4.2 The Agent holding Standard Accreditation with Cash Facility or Multi-Country Accreditation will be subject to Risk History assessments in accordance with the provisions of section [5](#).

2.5.4.3 The following changes to accreditation type as permitted under [10.6](#) will not be subject to Risk History assessment:

- (a) Standard Accreditation with Cash Facility to a Multi-Country Accreditation
- (b) Standard Accreditation with no Cash Facility to a Multi-Country Accreditation

2.5.5 Risk Status

2.5.5.1 The Applicant for Standard Accreditation with Cash Facility will not be assigned a Risk Status in accordance with section [5.4.6.2](#).

2.5.5.2 The Applicant for Multi-Country will be assigned an initial Risk Status based on:

- (a) the outcome of the financial assessment under sections [2.5.3.3](#) and
- (b) the automatic failure of the initial Risk History assessment under section [2.5.4.1](#),
- (c) as follows:
 - (i) a Risk Status of “B” will apply where the Applicant has passed the financial assessment; and
 - (ii) a Risk Status of “C” will apply where the Applicant has failed the financial assessment.

2.5.6 Cash Conditions

2.5.6.1 The initial Cash Conditions for Standard Accreditation with Cash Facility for use of the Cash Payment Method will be determined based on:

- (a) the Cash Conditions relevant to Risk Status “C” in accordance with section [5.8.2](#); and
- (b) this Resolution;

2.5.6.2 The initial Cash Conditions for Multi-Country Applicant for use of the Cash Payment Method will be determined based on:

- (a) the Risk Status assigned to the Multi-Country Applicant in accordance with section [2.5.5.2](#); and
- (b) this Resolution including, where applicable, Multi-Country Financial Criteria.

Financial Security

2.5.6.3 The Applicant must provide a Financial Security for a minimum of two years from its effective date of Accreditation, as per section [2.9.6.1](#). The Financial Security provided will determine the Remittance Holding Capacity granted, as per section [5.8.3.1](#).

2.5.6.4 If the Applicant is owned by a Member, where the Member or Member's parent company holds greater than 50% of the equity of the Applicant or the Applicant's parent company, the Member's sales will not be included in the calculation of the Sales at Risk under the Local Financial Criteria or Multi-Country Financial Criteria for the Applicant (as applicable).

Remittance Frequency

2.5.6.5 The initial Remittance Frequency applied to the Applicant upon Accreditation is as follows:

- (a) Standard with Cash Facility Applicant upon Accreditation will be the Most Frequent Remittance in the applicable BSP.
- (b) Multi-Country Applicant upon Accreditation is as follows:
 - (i) where the Multi-Country Applicant is assigned an initial Risk Status of “B”, the standard Remittance Frequency in the applicable BSP; and
 - (ii) where the Multi-Country Applicant is assigned an initial Risk Status of “C”, the Most Frequent Remittance Frequency in the applicable BSP.

2.5.7 Remittance Holding Capacity

2.5.7.1 The initial Remittance Holding Capacity granted to the Applicant will equal the amount of the Financial Security provided by the Agent for a minimum of two years.

2.5.8 Local Requirements

2.5.8.1 Approval to use the Cash Payment Method is also subject to any applicable local requirements which do not permit, or otherwise impose additional conditions, including any that may be set out in the Local Financial Criteria.

2.6 AUTHORISATION REQUIREMENTS FOR CUSTOMER CARD PAYMENT METHOD

2.6.1 Standard Accreditation with no Cash Facility

2.6.1.1 For authorisation to use the Customer Card Payment Method, the Applicant for Standard Accreditation with no Cash Facility will be subject to the provisions of [section 5.10](#).

2.6.2 Other types of Accreditation

2.6.2.1 The Financial Security required from the Applicant for Standard Accreditation with Cash Facility or Multi-Country Accreditation, detailed in section 2.5.6.3, will include coverage for any cash remittances due by the Agent resulting from ADMs relating to the Customer Card Payment Method.

2.6.3 Other Requirements

2.6.3.1 Authorisation to use the Customer Card Payment Method is subject to the Agent's full compliance with the Payment Card Industry (PCI) Data Security Standards, as provided by the payment card industry.

△ **2.6.3.2** The Agent must ensure that all sensitive card data obtained during the process of Ticketing is handled, stored, and transmitted with due regard to the security of such data.

2.6.3.3 Authorisation to use the Customer Card Payment Method is subject to the correct issuance and reporting of Electronic Tickets by the Agent, in accordance with the provisions of Resolution 890.

2.6.3.4 Authorisation to use the Customer Card Payment Method is subject to any applicable local requirements which do not permit, or otherwise impose additional conditions, or as may be set out in the BSP Manual for Agents.

2.6.3.5 If at the instruction of IATA, an Electronic Ticketing System Provider is unable to restrict an Agent's use of the Customer Card Payment Method in accordance with the provisions of this Resolution, the System Provider will be instructed to immediately remove the Electronic Ticketing Authority of the Agent instead.

2.7 AUTHORISATION REQUIREMENTS FOR IATA EASYPAY PAYMENT METHOD (IEP)

2.7.1 IEP will be made available for all types of Accreditation, subject to any applicable local requirements which do not permit, or otherwise impose additional conditions. This may include requirements specified in section 6 of this Resolution or any applicable local laws.

2.7.2 Subject to the provisions of section 5.10 of this Resolution, no Financial Security is required for use of IEP.

2.8 CONSENT REQUIREMENTS FOR ALTERNATIVE TRANSFER METHODS

2.8.1 Alternative Transfer Methods will be available for all types of Accreditation, subject to the specific consent of the individual BSP Airline and any applicable requirements specified in Resolution 812a.

2.9 APPLICATION PROCESS

2.9.1 Information to Assist Preparation of Application

2.9.1.1 The Travel Agents Handbook can be accessed through IATA's website and application form may be accessed through the IATA Customer Portal.

2.9.2 Submission of Application

2.9.2.1 An application for Accreditation (as detailed in Attachment 'B') must be made to IATA through the IATA Customer Portal and accompanied by:

- (a) financial and other information required by IATA, including as stated under this Section 2 and the Travel Agent's Handbook;
- (b) the supporting documentary evidence referred to in Attachment 'B', this section 2 and the Travel Agent's Handbook; and
- (c) the following fees (as further detailed in section 14):
 - (i) application fee;
 - (ii) registration fee;
 - (iii) Travel Agency Commissioner fee (if applicable), and
 - (iv) the first annual Agency fee.

2.9.2.2 If an application for Accreditation is rejected, the fees referred to in section 2.9.2.1(c)(ii), (iii) and (iv) will be refunded. The application fee referred to in section 2.9.2.1(c)(i) is non-refundable.

2.9.2.3 All material statements made in or in connection with an application for Accreditation must be accurate, complete and not misleading in any respect. The Applicant must notify IATA immediately if, after making such material statement, the material statement is no longer accurate, complete or misleading in any respect.

2.9.3 Preliminary Assessment of Application for Completeness

2.9.3.1 IATA must consider within 30 days of receipt of an application for Accreditation whether the application is complete. IATA will inform the Applicant if it considers that any of the required documentation, information or fees have not been provided such that the application is incomplete.

2.9.3.2 Within 7 days of IATA being satisfied that an application for Accreditation is complete, IATA will publish details concerning the receipt of the application to BSP Airlines.

2.9.3.3 Nothing in this section 2.9.3 limits IATA's right to request any other information or documentation that IATA requires to assess an application for Accreditation.

2.9.4 Substantive Assessment of Application

2.9.4.1 Within 21 days of the publication of the application details to BSP Airlines, in accordance with section 2.9.3.2, IATA will assess the application and any other information obtained, in order to determine whether all

applicable requirements for the type of Accreditation sought have been met.

2.9.4.2 IATA may:

- (a) arrange an inspection of the proposed Head Entity and/or Associate Entity;
- (b) request the Applicant to provide any further information or documentation;

to assist IATA to carry out the application and assessment process under section [2.9](#).

2.9.5 Notification of Decision on Application

2.9.5.1 Upon determining whether it is satisfied with the matters stated in section [2.9](#), IATA will promptly notify the Applicant in writing of the acceptance or rejection of the application.

2.9.5.2 If the application is accepted, the notification must set out:

- (a) all approved entities that are to become the Head Entity and applicable Associate Entities;
- (b) the approved Authorised Payment Method(s);
- (c) any required Financial Security;
- (d) any assigned Risk Status and amount of Remittance Holding Capacity granted;
- (e) any other conditions applicable to IATA's acceptance of the application.

2.9.5.3 If the application is rejected, the notification will specify the reason(s) for the rejection.

2.9.5.4 A rejected applicant or an Agent whose application for an additional location has been rejected may, within 30 calendar days of the date of IATA's notice, request reconsideration of the decision by IATA or may invoke the procedures for review of IATA's action by the Travel Agency Commissioner.

2.9.6 Effective Date of Applicant Becoming an Accredited Agent

2.9.6.1 The Applicant whose application is accepted under section [2.9.5](#) will become an Accredited Agent once:

- (a) the Passenger Sales Agency Agreement has been executed by the Applicant (acting on its own behalf and on behalf of each Associate Entity) and the Director General (acting on behalf of such Members as may appoint Agents); and
- (b) any required Financial Security specified in the notification has been provided by the Agent and accepted by IATA. Failure by the Applicant to provide the required Financial Security within 40 days of the notification will cause the application for Standard Accreditation with Cash facility to have Cash Payment Method restricted. In the event the Financial Security is not submitted within a period of 40 days, the Standard with Cash Facility accreditation will be converted to Standard Accreditation with no Cash Facility in accordance with section [10.6](#).

2.9.7 Entry of Applicant on Agency List and Notification Requirements

2.9.7.1 Upon the effective date of Accreditation, IATA will:

- (a) enter the Applicant as an Accredited Agent on the Agency List in accordance with section [2.9.7.3](#); and
- (b) within 7 days, notify BSP Airlines of the details of the Agent's Accreditation.

2.9.7.2 The Accredited Agent's name will be included on the Agency List from the effective date of Accreditation until the date the Passenger Sales Agency Agreement is terminated.

2.9.7.3 The Agency Administrator will publish, and update such publication at least twice a calendar year, the Agency List of all Accredited Agents, which will include, but not be limited to, the following information:

- (a) name and postal address, and any website address(es);
- (b) address and contact details of place of business;
- (c) whether Head Entity or Associate Entity;
- (d) effective date of Accreditation;
- (e) IATA Numeric Codes for each entity;
- (f) Accreditation type of the Applicant;
- (g) Authorised Payment Methods available to the Applicant.

2.9.8 Timeframes

2.9.8.1 The timing set out in this section [2.9](#) is indicative only. Factors outside IATA's control may impact the specified timeframes, including the time taken by the Applicant to respond to any queries or requests for further information by IATA.

2.10 APPOINTMENT AND REMOVAL OF AGENT BY INDIVIDUAL MEMBERS OR BSP AIRLINES AFTER ACCREDITATION

2.10.1 Manner of Appointment

2.10.1.1 All Accredited Agents, including all their Approved Locations, on the Agency List may be Appointed by a Member or BSP Airline:

- (a) by delegated authority to the Agency Administrator to Appoint all Accredited Agents on its behalf. Such authority is deemed to have been granted unless the Member or BSP Airline notifies IATA that exclusions on a geographical basis for one or more markets are to be made. IATA will publish on the IATA website (www.iata.org) a list of Members and BSP Airlines with markets where the Agency Administrator is not authorised to Appoint Agents; or
- (b) alternatively, a Member or BSP Airline may deliver to such Agent a Certificate of Appointment in the form prescribed by the Conference in [Resolution 820](#).

2.10.1.2 An Airline may Appoint an Accredited Agent in accordance with the provisions of Resolution 850, Attachment 'E' [Subparagraph 5\(b\)\(ii\)](#).

2.10.1.3 An Appointment made under section [2.10.1.1](#) or [2.10.1.2](#) will, unless otherwise specified, cover the Head Entity and each Associate Entity of the Agent.

2.10.2 Effective Date of Appointment

2.10.2.1 An individual appointment made in accordance with section [2.10.1](#) will be effective:

- (a) for those Members effecting Appointments through the Agency Administrator, on the date that is the later of:
 - (i) the date the Agent is included on the Agency List; or
 - (ii) the date the statement is deposited,
- (b) for other Members or BSP Airlines, on the date of the Certificate of Appointment.

2.10.3 Termination of Individual Appointment

2.10.3.1 Any BSP Airline having appointed the Accredited Agent to act for it may terminate such appointment by:

- (a) in the case of appointment by the Agency Administrator, notifying the Agent in writing of the termination of the Agent, with copy to the Agency Administrator; or
- (b) in other cases, delivering to the Agent a Termination Notice cancelling the Certificate of Appointment in respect of the Agent.

2.10.4 Capacity and Indemnity

2.10.4.1 BSP Airlines appointing Agents undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions under this Resolution (other than under section [6](#) of this Resolution and under other applicable Resolutions).

2.10.4.2 BSP Airlines participating in a Billing and Settlement Plan undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to such Billing and Settlement Plan under section [6](#) of this Resolution and under [Resolution 850](#) and its Attachments.

2.11 BSP AIRLINE SEPARATE REQUIREMENTS FOR FINANCIAL SECURITY AFTER ACCREDITATION

2.11.1 Recognising that IATA is mandated to conduct financial assessments of Applicants for, and Agents who hold, Standard Accreditation with Cash Facility or Multi-Country Accreditation in accordance with sections [2.5](#) and [5](#), and that a Remittance Holding Capacity will apply to all Agents authorized to use the Cash Payment Method, a BSP Airline may not request a separate, independent and mutually exclusive Financial Security arrangement from the Agent.

2.11.2 In the event that a BSP Airline has established a separate, independent and mutually exclusive Financial Security arrangement with the Agent prior to the implementation of this [Resolution 812](#); this will be permitted until such Financial Security expires but in any event no later than 3 years after the effectiveness of this [Resolution 812](#). In accordance with [section 6.9](#), the BSP Airline will not be entitled to any payment under the Agent's Financial Security provided to IATA.

Section 3—Accreditation: General Conditions and Administrative Non-Compliances

3.1 FRAMEWORK FOR MAINTAINING ACCREDITATION

3.1.1 General Conditions of Accreditation

3.1.1.1 The general conditions of Accreditation set out in section 3.2 apply to all Agents.

3.1.2 Administrative Non-Compliances

3.1.2.1 The general consequences applicable upon the occurrence of an Administrative Non-Compliance are set out in section 3.3.

3.2 GENERAL CONDITIONS OF ACCREDITATION

3.2.1 Passenger Sales Agency Agreement

3.2.1.1 Accredited Agents must comply with the terms and conditions of the Passenger Sales Agency Agreement, which incorporates the terms and conditions contained in the Travel Agent's Handbook, including the Passenger Sales Agency Rules.

3.2.1.2 The requirement for Accredited Agents to comply with the Passenger Sales Agency Rules includes an ongoing obligation to comply with all requirements which apply to Applicants for Standard Accreditation with no Cash Facility, Standard Accreditation with Cash Facility or Multi-Country Accreditation contained in section 2.

3.2.1.3 The Agent must continue to maintain any Financial Security provided under these Rules in accordance with the terms and conditions of the Passenger Sales Agency Agreement. This includes ensuring that:

- (a) the Financial Security is and remains valid; and
- (b) the Financial Security is renewed by the expiry date.

3.2.1.4 IATA has the right to review the amount and the validity of a Financial Security at any time in accordance with the requirements of this Resolution and the applicable Local Financial Criteria or Multi-Country Financial Criteria. Where applicable, IATA can require the Agent to effect the necessary changes within the timelines for the provision of a Financial Security under section 5 to ensure that the Financial Security continues to comply with those requirements.

3.2.2 Use of IATA logo

3.2.2.1 The Agent may only use the IATA logo on its letterhead and publicity materials:

- (a) exactly as instructed on the IATA website; and
- (b) in connection with those activities authorised under the Agent's Accreditation.

3.2.2.2 The IATA logo may not be used in any way to misrepresent an existing industry service such as the IATA Travel Agent Identity (ID) Card service.

3.2.3 General Information Requirements

3.2.3.1 IATA may by written notice require the Agent to provide any information or documentation, within 21 days of the date of such notice, necessary to assess the Agent's continued compliance with any provision of the Passenger Sales Agency Agreement.

3.2.3.2 This section 3.2.3 does not limit any other information provision obligation imposed on the Agent elsewhere in this Resolution.

3.2.4 Annual Agency Revalidation Process

△ 3.2.4.1 By no later than 1 December annually, the Agent pay IATA the applicable annual agency fees, including any Travel Agency Commissioner fee, in respect of the upcoming period of 1 January to 31 December, in accordance with section 14;

△ 3.2.4.2 Annually and within 21 days of written notice from IATA the Agent must complete the annual agency revalidation process, including confirmation of:

- (i) Agent details as required by IATA;
- (ii) Ownership and management details of the Head Entity and each Associate Entity;
- (iii) details of the Agent's IATA contact person(s);
- (iv) Agent website address details;
- (v) warranty of continued compliance with all applicable section 2 requirements for Accreditation.

3.3 ADMINISTRATIVE NON-COMPLIANCES

3.3.1 Definition of Administrative Non-Compliances

3.3.1.1 Administrative Non-Compliances include, but are not limited to, a failure to:

- (a) provide information required to comply with section 3.2.1.2;
- (b) comply with section 3.2.3;
- (c) comply with the requirements for authorisation to use the Customer Card Payment Method, including Payment Card Industry (PCI) Data Security Standards, in accordance with section 2.6.3;
- (d) pay the annual agency fee or complete the annual agency revalidation process in accordance with section 3.2.4;
- (e) report a change with respect to the Agent which is required to be notified in accordance with section 10.2;
- (f) report a change of Location in accordance with section 10.8;
- (g) report a change with respect to an Associate Entity which is required to be notified in accordance with section 10;
- (h) pay an administrative fee levied in accordance with this Resolution.

3.3.2 General Consequences Applicable to Administrative Non-Compliances

3.3.2.1 If IATA determines that an Administrative Non-Compliance has occurred, IATA will notify the Agent in writing and require the Agent to remedy the reason for the Administrative Non-Compliance within 30 days of the notice.

3.3.2.2 If the Agent has not demonstrated to IATA's satisfaction that the reason for the Administrative Non-Compliance has been remedied within 30 days of IATA's notice under section 3.3.2.1, IATA will:

- (a) immediately remove the Ticketing Authority of the Agent; and
- (b) issue a Termination Notice to remove the Agent from the Agency List and terminate the Passenger Sales Agency Agreement in accordance with the provisions of section 13 of this Resolution.

except where such Administrative Non-Compliance consists of a failure to comply with the requirements for authorisation to use the Customer Card Payment Method.

3.3.2.3 If the Administrative Non-Compliance consists of a failure to comply with the requirements for authorisation to use the Customer Card Payment Method and within 30 days of IATA's notice under section 3.3.2.1, the Agent has not demonstrated to IATA's satisfaction that the reason for the Administrative Non-Compliance has been remedied, IATA will:

- (a) immediately restrict the Agent's use of the Customer Card Payment Method; and
- (b) such restriction will remain in place until the Agent has demonstrated to IATA's satisfaction that the reason for the Administrative Non-Compliance has been remedied and the Agent is compliant with all applicable requirements for authorisation to use the Customer Card Payment Method.

Section 4—Risk Events**4.1 RISK EVENTS FRAMEWORK****4.1.1 Risk Events**

4.1.1.1 Risk Events refer to matters which impact on the Agent's creditworthiness and/or financial standing.

4.1.1.2 CHINA ONLY Section 4.3.9 will apply to the Agents holding Standard Accreditation with Cash Facility or Agents holding Standard Accreditation with no Cash Facility for each Location.

4.1.2 Consequences of Risk Events

4.1.2.1 An overview of the consequences which apply upon the occurrence of each Risk Event is set out in section 4.3.

4.2 DEFINITION OF RISK EVENTS

4.2.1.1 Application:

1. Standard Accreditation with no Cash Facility
2. Standard Accreditation with Cash Facility
3. Multi-Country Accreditation

RISK EVENT Payment-Related Events		DESCRIPTION	APPLICATION		
			1	2	3
1.	Late or short payment	An: <ul style="list-style-type: none"> • overdue remittance; or • dishonoured remittance; in breach of, or not otherwise excused under, section 6 and for which a Notice of Adjusted Risk Event is issued.	✓	✓	✓
2.	Payment in the wrong currency	Failure by the Agent to remit the amount due in the Billing currency in breach of, or not otherwise excused under, section 6 and for which a Notice of Adjusted Risk Event is issued.	✓	✓	✓
3.	Payment Default	Failure by the Agent to make an immediate payment to the Clearing Bank by close of business the day following the demand from IATA, including on the occurrence of a payment-related Risk Event per 1 and 2 above.	✓	✓	✓
4.	Default due to common ownership	A Default of the Agent in accordance with the provisions of section 6.6.6.	✓	✓	✓
RISK EVENT Risk Management Related Events		DESCRIPTION	APPLICATION		
			1	2	3
5.	Authorisation to use Cash Payment Method for less than 24 Months	The Agent which has had authorisation to use the Cash Payment Method for a consecutive period of less than 24 months in accordance with section 2.5.4.		✓	✓
6.	Major change of ownership or change of legal entity	A change with respect to the Agent which is required to be notified in accordance with section 10.3.1 or 10.3.2, if applicable.	✓	✓	✓
7.	Unreported change of ownership, legal entity or legal name	A change with respect to the Agent which is required to be notified in accordance with the provisions of section 10.3 but has not been reported by the Agent when it was required to do so.	✓	✓	✓
8.	Failure to provide financial statements	Failure to provide acceptable financial statements, documents or any other information required for the financial assessment of the Agent in accordance with the requirements of section 5.4 and the Local Financial Criteria or Multi-Country Financial Criteria (as applicable).		✓	✓
9.	Failure to provide a Financial Security	Failure by the Agent to provide or maintain a Financial Security in accordance with any provision of this Resolution, including sections 3, 5, 6 and 10.	✓	✓	✓
10.	Prejudiced collection of funds	Confirmation by the Travel Agency Commissioner of IATA's invocation of prejudiced collection of funds action, in accordance with section 6.7.1.4.	✓	✓	✓
11.	Change of Head Entity's location to another country	A change with respect to the Agent which is required to be notified in accordance with section 10.10.	✓	✓	
12.	False or inaccurate PCI DSS declarations	Failure by the Agent to comply with section 2.6.3.1–2.6.3.2 and Resolution 890 section 7.2, and are using Customer Cards Payment Method.	✓	✓	✓

□

4.3 OVERVIEW OF RISK EVENT CONSEQUENCES

4.3.1 General

4.3.1.1 Each Risk Event has defined consequences in this Resolution. For all Accreditation types, the consequences of applicable Risk Events are referenced in sections 4.3.5 to 4.3.11 below. As the consequences of Risk Events referenced under these sections are provided as an overview only, such sections cross-refer to other provisions of this Resolution.

4.3.1.2 Risk Events for the Agent holding Standard Accreditation with Cash Facility or Multi-Country Accreditation will be included in the Agent's Risk History assessment.

Payment-related Risk Events

4.3.2 Late or Short Payment or Payment in the Wrong Currency

4.3.2.1 If either of the following Risk Events occur:

- (a) Late or short payment; or
- (b) Payment in the wrong currency,

the provisions and consequences set out in sections 6.6.3 and 6.6.4 respectively will apply.

4.3.3 Payment Default

4.3.3.1 If the Risk Event of a Payment Default occurs, the provisions and consequences set out in sections 6.9, 6.11, 6.12 and 6.13 will apply.

4.3.4 Default Due to Common Ownership

4.3.4.1 If the Risk Event of a Default due to a common ownership occurs, the provisions of section 6.6.6 will be applied and the Payment Default which caused the Risk Event will be recorded in the Agent's Risk History.

Risk Management Related Risk Events

4.3.5 Authorisation to use Cash Payment Method for Less than 24 Months

4.3.5.1 The occurrence of the Risk Event where the Agent has been authorised to use Cash Payment Method for less than 24 Months will only impact the Agent's Risk Status and applicable risk management conditions under section 5. There are no other consequences that apply upon the occurrence of this Risk Event.

4.3.6 Major Change of Ownership or Legal Entity

4.3.6.1 If the Risk Event of a major change of ownership or legal status occurs, the provisions and consequences set out in section 10.3 will apply.

4.3.6.2 If the major change of ownership or legal status results in a change of Risk Status, the applicable Cash Conditions as set out in sections 5.5–5.7 will be applied to the Agent.

4.3.7 Unreported Change of Ownership, Legal Entity or Name

4.3.7.1 If the Risk Event of an unreported change occurs, where such change is required to be notified in accordance with section 10.3, the provisions and consequences set out in section 10.11 will apply.

4.3.8 Failure to Provide Financial Statements

4.3.8.1 If the Risk Event of failure to provide financial statements occurs, the provisions and consequences set out in section 5.4.5 will apply.

4.3.9 Failure to Provide a Financial Security

4.3.9.1 If the Risk Event of a failure to provide a Financial Security occurs, the following will apply:

- (a) in the case of the Agent who holds Standard Accreditation with Cash Facility or Multi-Country Accreditation, the Agent will be immediately restricted by IATA from using the Cash Payment Method, Customer Card Payment Method and Alternative Transfer Methods;
- (b) in the case of the Agent who holds Standard Accreditation with no Cash Facility, the Agent will be immediately restricted by IATA from using the Customer Card Payment Method and Alternative Transfer Methods; and
- (c) except where a Failure to Provide Financial Security occurs under section 5.5.4.1, IATA will issue a written notice to the Agent requiring the Agent to:
 - (i) provide the required Financial Security; or
 - (ii) in the case of an Agent who holds Standard Accreditation with Cash Facility, validly convert to Standard Accreditation with no Cash Facility in accordance with section 10.6;

within 60 days of the notice.

4.3.9.2 During the 60 day period under section 4.3.9.1(c), the Agent is permitted to use the EasyPay Payment Method only, except where such Financial Security is required in accordance with the provisions of section 5.10.2.

4.3.9.3 If at the instruction of IATA, an Electronic Ticketing System Provider is unable to restrict an Agent's use of the Customer Card Payment Method in accordance with the provisions of this Resolution, the System Provider will be instructed to immediately remove the Ticketing Authority of the Agent instead.

4.3.9.4 If the Agent who holds Standard Accreditation with Cash Facility or Multi-Country Accreditation fails to comply with section 4.3.9.1(c) within the 60 day period, IATA will issue a Termination Notice removing the Agent from the Agency List and terminating the Passenger Sales Agency Agreement in accordance with the process in section 13.

4.3.9.5 If the Agent who holds Standard Accreditation with no Cash Facility fails to comply with section 4.3.9.1(c)(i), within the 60 day period, the Agent is permitted to continue operations using IEP only, until

such time as the Agent provides the required Financial Security, except where such Financial Security is required in accordance with the provisions of section 5.10.2.

4.3.9.6 If the Agent who holds Standard Accreditation with no Cash Facility is required to provide a Financial Security as a consequence of the provisions set out in section 5.10.2 IATA will remove the Agent's Ticketing Authority during the 60 day period under section 4.3.9.1(c). If within the 60 day period, the Agent does not provide the required Financial Security, IATA will issue a Termination Notice removing the Agent from the Agency List and terminating the Passenger Sales Agency Agreement in accordance with the process in section 13.

4.3.10 Prejudiced Collection of Funds

4.3.10.1 If IATA invokes the Risk Event of prejudiced collection of funds, the provisions of section 6.7 will be applied.

4.3.11 Change of a Head Entity's Location to Another Country

4.3.11.1 If the Risk Event of a change of a Head Entity's location to another country occurs, the provisions and consequences set out in section 10.10 will apply.

□ 4.3.12 False or Inaccurate PCI DSS Declarations

4.3.12.1 If the Risk Event of a false or inaccurate PCI DSS declaration occurs, the provisions and consequences set out in section of 3.3.2.3 will apply.

4.4 RECORD OF RISK HISTORY FOR THE AGENT WHO HOLDS STANDARD ACCREDITATION WITH NO CASH FACILITY

4.4.1 Although section 5.3 does not apply to the Agent who holds Standard Accreditation with no Cash Facility, a record of the Risk History of the Agent will be maintained by IATA for the purposes of assessing a Notice of Change by the Agent for a change of accreditation type in accordance with the provisions of section 10.6.

Section 5—Risk Management and Remittance Holding Capacity

5.1 FRAMEWORK FOR RISK MANAGEMENT AND OPERATION OF REMITTANCE HOLDING CAPACITY

5.1.1 Application of Section 5

5.1.1.1 This section 5 establishes the framework for risk management and operation of the Remittance Holding Capacity.

5.1.1.2 Sections 5.2 to 5.9 and 5.11 apply to the Agent holding Standard Accreditation with Cash Facility or Multi-Country Accreditation. Nothing in the provisions of sections 5.2 to 5.9 will restrict the Agent's ability to use IEP.

5.1.1.3 Section 5.10 applies to the Agent holding Standard Accreditation with no Cash Facility.

5.1.1.4 CHINA ONLY Section 5.5.4, 5.6.3 and 5.9 will apply to the Agent holding Standard Accreditation with Cash Facility for each Location.

5.1.2 Overview of Remittance Holding Capacity

5.1.2.1 A Remittance Holding Capacity will be granted to the Agent authorised to use the Cash Payment Method based on the following risk management components:

- (a) the assignment of a Risk Status of "A", "B" or "C", as a result of:
 - (i) the financial assessment; and
 - (ii) the ongoing Risk History assessment of the Agent;
- (b) the application of Cash Conditions for the Agent's use of the Cash Payment Method, based on the Agent's Risk Status, or the particular Risk Events that may have been incurred, in terms of:
 - (i) provision of a Financial Security; and
 - (ii) applicable Remittance Frequency

5.2 DETERMINATION OF RISK STATUS AND CASH CONDITIONS

5.2.1 Risk Status

5.2.1.1 The Risk Status assigned to the Agent is as follows:

- (a) a Risk Status of "A" will apply where the Agent has passed both the ongoing Risk History assessment and its latest financial assessment;
- (b) a Risk Status of "B" will apply where the Agent has failed either the ongoing Risk History assessment or its latest financial assessment; and
- (c) a Risk Status of "C" will apply where the Agent has failed both the ongoing Risk History assessment and its latest financial assessment.

5.2.1.2 Details of ongoing Risk History assessments and the conduct of financial assessments are set out in sections 5.3 and 5.4 respectively.

5.2.1.3 IATA will notify the Agent and BSP Airlines in writing of a change to the Agent's Risk Status and any applicable Cash Conditions.

5.2.2 Cash Conditions

5.2.2.1 Subject to section 5.8, the Risk Status assigned to the Agent will determine the Cash Conditions applied to the Agent as follows:

Risk Status	Cash Conditions
A	<ul style="list-style-type: none"> • If the Agent holds Standard Accreditation with Cash Facility, a Financial Security will be required only if applicable under the Local Financial Criteria. • If the Agent holds Multi-Country Accreditation, no Financial Security will be required. • A Remittance Holding Capacity will be granted in accordance with section 5.6.1. • The standard Remittance Frequency for each BSP will be applied.
B	<ul style="list-style-type: none"> • The Agent will be required to provide a Financial Security in accordance with section 5.5.2. • A Remittance Holding Capacity will be granted in accordance with section 5.6.1. • The standard Remittance Frequency for each BSP will be applied.
C	<ul style="list-style-type: none"> • The Agent will be required to provide a Financial Security in accordance with section 5.5.2. • A Remittance Holding Capacity will be granted in accordance with section 5.6.2. • If the BSP has multiple Remittance Frequencies, the Most Frequent Remittance Frequency applicable in the market will be applied.

5.2.2.2 Details of the Cash Conditions applicable to the Agent's use of the Cash Payment Method based on Risk Status are set out in sections 5.5 and 5.6.

5.3 ONGOING RISK HISTORY ASSESSMENT

5.3.1 Risk History

5.3.1.1 Risk Events incurred by the Agent will be recorded on an aggregate basis in the Agent's Risk History.

5.3.1.2 Subject to section 5.3.1.3, Risk Events will be recorded in the Agent's Risk History on the date that the Risk Event is incurred.

5.3.1.3 The Risk Event of a Payment Default will be recorded in the Agent's Risk History on the date that the Agent is reinstated in accordance with section 6.13.

5.3.2 Ongoing Risk History Assessment

5.3.2.1 The ongoing Risk History assessment of the Agent will be based on the number and type of Risk Events recorded in the Agent's Risk History.

5.3.2.2 Risk Events will be recorded and remain in the Agent's Risk History for a period of 12 months, other than the following Risk Events which will apply for a period of 24 months:

- (a) Authorisation to use Cash Payment Method for less than 24 Months;
- (b) Major change of ownership or legal entity;
- (c) Payment Default; and
- (d) Default due to common ownership.

5.3.2.3 The Agent will fail the Risk History assessment at any point based on the following Risk Events, or combination of Risk Events recorded in the Agent's Risk History:

- (a) one recorded occurrence of any of the following Risk Events:
 - (i) Authorisation to use Cash Payment Method for less than 24 Months;
 - (ii) Major change of ownership or legal entity;
 - (iii) Payment Default;
 - (iv) Default due to common ownership;
 - (v) Inaccurate or False PCI DSS Declaration.
- (b) two recorded occurrences of any of the following Risk Events:
 - (i) Failure to provide financial statements;
 - (ii) Failure to provide Financial Security;
 - (iii) Unreported change of ownership, legal entity or name;
 - (iv) Change of Head Entity's location to another country;
 - (v) Prejudiced Collection of Funds;

- (c) the number of recorded occurrences of the following Adjusted Risk Events, will be determined on the basis of applicable Remittance Frequency in accordance with section 5.3.3:
 - (i) Late or short payment; and/or
 - (ii) Payment in the wrong currency,
- (d) the number of recorded occurrences of those combinations of Risk Events as set out in section 5.3.4.

5.3.2.4 Should the Agent fail the Risk History assessment, such failure will apply for a minimum of 12 months from the date of the Risk Event which caused the failure.

5.3.3 Treatment of Adjusted Risk Events in the Risk History Assessment

5.3.3.1 The number of recorded occurrences of Adjusted Risk Events, in accordance with section 5.3.2.3(c), that will cause the Agent holding Standard Accreditation to fail the Risk History assessment is based on the Remittance Frequency of the Agent and applies as follows:

Remittance Frequency	Number of Occurrences Required to Fail Risk History Assessment
Twice per month	Two occurrences
Three or four times per month	Three occurrences
More frequent Remittance Frequency than Weekly	Six occurrences

5.3.3.2 The number of recorded occurrences of Adjusted Risk Events, in accordance with section 5.3.2.3(c), that will cause the Agent holding Multi-Country Accreditation to fail the risk history assessment is aggregated across all BSPs in which the Agent participates. Failure of the Risk History assessment will occur when the aggregated Adjusted Risk Events equal the lower of:

- (a) 0.75% of the aggregate number of remittances applicable to the Agent over the previous 12 months but no less than 3 Adjusted Risk Events; or
- (b) 120 Adjusted Risk Events.

5.3.4 Treatment of Combinations of Risk Events and the Risk History Assessment

5.3.4.1 The number of combined recorded occurrences of:

- (a) a Risk Event in accordance with section 5.3.2.3(b) and
- (b) one or more Adjusted Risk Events,

that will cause an Agent holding Standard Accreditation to fail its Risk History assessment for the purposes of section 5.3.2.3(d) is as follows:

Remittance Frequency	Number of Occurrences Required to Fail the Risk History Assessment	
	Risk Event per section 5.3.2.3(b)	Adjusted Risk Event
Twice or less per month	One occurrence	One occurrence
Three or four times per month	One occurrence	Two occurrences
More frequent Remittance Frequency	One occurrence	Three occurrences

5.3.4.2 For an Agent holding Multi-Country Accreditation, failure of the Risk History assessment will occur when the number of combined recorded occurrences of:

- (a) a Risk Event per section 5.3.2.3(b); and
- (b) one or more Adjusted Risk Events in aggregate across all BSPs, is as follows:

Total Number of Remittances Per Year Across BSPs	Number of Occurrences Required to Fail the Risk History Assessment	
	Risk Event	Adjusted Risk Event
< 500	One occurrence	Three occurrences
501-750	One occurrence	Four occurrences
751-1,000	One occurrence	Six occurrences
1,001-2,000	One occurrence	Eight occurrences
2,001-5,000	One occurrence	Fifteen occurrences
> 5,000	One occurrence	Thirty occurrences

5.3.5 Requirement for an Agent to Issue Standard Traffic Documents

5.3.5.1 If the Agent does not issue Standard Traffic Documents for a period in excess of twelve months, the Agent's Ticketing Authority will be removed.

5.3.5.2 If the Agent subsequently requests that its Ticketing Authority is reinstated, a financial assessment for cause in respect of the Agent will be conducted, in accordance with section 5.4.3. If the review reveals that the Agent fulfils the Accreditation criteria, the Agent's access to Ticketing will be reinstated. The BSP Airlines may, in their individual discretion, provide the Agent with Ticketing Authority.

5.3.5.3 A Termination Notice will be sent to the Agent in accordance with section 13 if after a period of three months from the date that:

- (a) the Agent's Ticketing Authority is reinstated in accordance with section 5.3.5.2 and the Agent still does not Standard Traffic Documents; or

(b) the Agent's Ticketing Authority under section 5.3.5.1 is removed and the Agent has not requested reinstatement of Ticketing Authority.

5.3.5.4 If the Agent requests and IATA approves a change in the Agent's Accreditation type to Standard Accreditation with no Cash Facility with authorisation only to use IEP, the Termination Notice sent to the Agent under section 5.3.5.3 will no longer be effective.

5.3.5.5 The Agent accredited under Standard Accreditation with no Cash Facility and only authorised to use IEP will not be subject to the above provisions.

5.4 FINANCIAL ASSESSMENTS

5.4.1 Introduction

5.4.1.1 Except for initial Applicants for Standard Accreditation with Cash Facility and an Agent not opting-out under section 5.4.6, an Agent is required to undergo a financial assessment:

- (a) in the case of the Agent holding Standard Accreditation with Cash Facility, annually or for cause at any time, in accordance with sections 5.4.2, 5.4.3, 5.11 and the applicable Local Financial Criteria; and
- (b) in the case of the Agent holding Multi-Country Accreditation, quarterly or for cause at any time, in accordance with sections 5.4.2, 5.4.4 and the Multi-Country Financial Criteria.

5.4.2 Provision of Information for the Conduct of Financial Assessments

5.4.2.1 Subject to section 5.4.2.2, the Agent must provide acceptable financial statements, documents or any other information necessary to conduct a financial assessment under this section. Such statements, documents or other information must be provided within 30 days of IATA's request.

5.4.2.2 If:

- (a) the Agent has requested prior to the due date an extension to the date for the provision of documents for financial assessment under section 5.4.2.1; and
- (b) IATA is satisfied that the Agent has made all reasonable efforts to meet the 30 day due date under section 5.4.2.1,

IATA, in its sole discretion, can agree to an extension of up to seven days by written notice to the Agent.

△ 5.4.3 Financial Assessments for the Agent Holding Standard Accreditation with Cash Facility

5.4.3.1 The financial standing of the Agent holding Standard Accreditation with Cash Facility will be assessed by IATA, after 24 months from its Accreditation, annually or for cause at any time by analysis of the financial statements, documents and other information provided by the Agent in accordance with section 5.4.2, in accordance with the applicable Local Financial Criteria.

□ **5.4.3.2** Annual Financial assessments may be waived by IATA where it is certain that the outcome of the assessment will not impact the status of the Agent as:

1. the Financial Security provided is equal to the Agent's Remittance Holding Capacity, or
2. the Agent has recently been assessed for cause and the financial statements, documentation, and other information to be assessed have not changed.

△ **5.4.3.3** At the conclusion of each financial assessment conducted in accordance with section 5.4.3.1, IATA will determine whether the Agent has passed or failed the financial assessment in accordance with the Local Financial Criteria and notify the Agent in writing through the IATA Customer Portal.

5.4.4 Financial Assessment for the Agent Holding Multi-Country Accreditation

5.4.4.1 The financial standing of the Agent holding Multi-Country Accreditation will be assessed by IATA quarterly or for cause at any time by analysis of the financial statements, documents and other information provided by the Agent in accordance with section 5.4.2, in accordance with the Multi-Country Financial Criteria.

5.4.4.2 At the conclusion of each financial assessment in accordance with section 5.4.4.1, IATA will determine whether the Agent has passed or failed the financial assessment in accordance with the Multi-Country Financial Criteria and notify the Agent in writing through the IATA Customer Portal.

5.4.5 Failure to Provide Financial Statements

Obligation to remedy

5.4.5.1 If the Risk Event of a failure to provide financial statements occurs, the Agent must remedy the Risk Event by providing the required information to IATA within 30 days of the original due date, in accordance with section 5.4.2.

Impact on Risk Status and applicable Cash Conditions

5.4.5.2 Failure to provide financial statements by the due date under section 5.4.5.1 will result in:

- (a) the inability to conduct the financial assessment to determine whether the Agent passes or fails such financial assessment;
- (b) the Agent's Risk Status continuing to be determined by reference to the outcome of the latest financial assessment that was conducted;

and:

- (c) where IATA does not hold a Financial Security for the Agent, removal of the Cash Payment Method, Customer Card Payment Method and Alternative Transfer Methods unless and until such time that the Agent chooses to provide a Financial Security; or
- (d) where IATA does hold a Financial Security, the Cash Conditions referred to in section 5.8.1 being applied to the Agent.

5.4.5.3 If at the instruction of IATA, an Electronic Ticketing System Provider is unable to restrict an Agent's use of the Customer Card Payment Method in accordance with the provisions of this Resolution, the System Provider will be instructed to immediately remove the Ticketing Authority of the Agent instead.

5.4.5.4 IATA will reassess the Agent's Risk Status and applicable Cash Conditions upon receipt of the documents for financial assessment under section 5.4.2.1.

Termination action

5.4.5.5 Unless the Agent is approved to opt out of financial assessments under section 5.4.6, within 12 months following the date established in accordance with section 5.4.5.2, the Agent must provide the information required for the conduct of its next financial assessment otherwise IATA will issue a Termination Notice in accordance with the provisions of section 13.

Levy of administration charge

5.4.5.6 IATA may, if agreed by the Conference, use the procedures of the BSP to levy an administration charge on relevant Agents to cover additional workload caused by the failure to provide, or late provision of, required information or documentation for the conduct of any financial assessment under this section 5.4.

5.4.6 Opting out of Annual Financial Assessments

5.4.6.1 After 24 months from its Accreditation, an Agent holding Standard Accreditation with Cash Facility may apply to IATA in writing for approval to continue to not to be subject to annual financial assessments, as per section 5.4.1.

5.4.6.2 Subject to section 5.4.6.3, IATA will approve the Agent's application by written notice to the Agent, and in which case:

- (a) the Agent will no longer be assigned a Risk Status;
- (b) the Cash Conditions referred to in section 5.8.2 will apply to the Agent, including that the Remittance Holding Capacity will be equal to the amount of Financial Security provided; and
- (c) IATA will notify the Agent and BSP Airlines in writing of the matters in sections 5.4.6.2(a) and (b) above.

5.4.6.3 IATA will not approve the Agent's application until such time as the Agent has provided a Financial Security as requested by IATA, in accordance with the applicable Local Financial Criteria.

5.4.6.4 If the Agent's application:

- (a) has been approved prior to, or as at, the due date for provision of information for the conduct of the upcoming annual financial assessment under section 5.4.2, no Risk Event of a failure to provide financial statements will be recorded in the Agent's Risk History; or
- (b) has not been approved at the due date for provision of information for the conduct of the upcoming annual financial assessment under section 5.4.2, the Risk

Event of a failure to provide financial statements will be recorded in the Agent's Risk History.

5.4.6.5 The Agent may opt-in to annual financial assessments at any time by written notice to IATA, and in which case:

- (a) subject to section 5.4.5:
 - (i) IATA will conduct a financial assessment for cause in respect of the Agent under section 5.4.3; and
 - (ii) the Agent will be assigned a Risk Status in accordance with section 5.2.1; and
- (b) Cash Conditions will be applied to the Agent in accordance with section 5.2.2.

5.5 CASH CONDITION–FINANCIAL SECURITY

5.5.1 Agent with Risk Status “A”

5.5.1.1 The Agent holding Standard Accreditation with Cash Facility and having Risk Status “A”, must provide a Financial Security in accordance with the applicable Local Financial Criteria, if such Local Financial Criteria requires the provision of a Financial Security.

5.5.1.2 The Agent holding Multi-Country Accreditation and having Risk Status “A” is not required to provide a Financial Security.

5.5.2 Agent with Risk Status “B” or “C”

5.5.2.1 The Agent holding Standard Accreditation and having Risk Status “B” or “C” must provide a Financial Security in accordance with the applicable Local Financial Criteria, provided that such financial security will only be requested if the amount is equal to or higher than USD 5,000 or the equivalent in local currency. The amount of Financial Security the Agent must provide will be calculated and subject to any minimum or maximum amount established in the Local Financial Criteria.

The Agent holding Multi-Country Accreditation and having Risk Status “B” or “C” must provide a Financial Security in accordance with the Multi-Country Financial Criteria.

5.5.3 Timing for Provision of a Financial Security

5.5.3.1 If the Agent is required to provide or increase the amount of Financial Security in accordance with section 3 or this section 5.5, such Financial Security or increased Financial Security must be provided within 30 days (40 days in Antigua & Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, Costa Rica, Colombia, Curacao, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Hong Kong (SAR, China), Jamaica, Macau (SAR, China), Montserrat, Nicaragua, Panama, St Kitts & Nevis, St Lucia, St Maarten, St Vincent & the Grenadines, Suriname, Trinidad & Tobago, Tunisia, Turks & Caicos and Venezuela) of IATA's request.

5.5.4 Failure to Provide a Financial Security
Increase in Financial Security

△ **5.5.4.1** Where the request relates to an increase in the amount of a Financial Security and IATA already holds a Financial Security for that Agent, failure to provide the increase in the amount of the Financial Security; as required in the applicable Financial Criteria; by the deadline will result in the Agent's Remittance Holding Capacity being reduced in accordance with [section 5.9.4](#).

New Financial Security

5.5.4.2 Subject to [section 5.5.4.3](#), where the request relates to the provision of a new Financial Security, failure to provide the Financial Security by the deadline will result in a Risk Event for failure to provide a Financial Security and IATA will remove the Cash Payment Method, Customer Card Payment Method and Alternative

Transfer Methods from the Agent until the Financial Security is received by IATA.

5.5.4.3 If the Agent fails to provide the Financial Security to IATA within a further 60 days of the original due date for provision of such information under [section 5.5.3.1](#), IATA will send a Termination Notice to the Agent in accordance with the provisions of [section 13](#).

5.6 CASH CONDITION—REMITTANCE HOLDING CAPACITY
5.6.1 Risk Status “A” and “B”

5.6.1.1 Subject to [sections 5.6.1.4](#), the Remittance Holding Capacity granted to the Agent will be determined by the Risk Status ‘A’ or ‘B’ of the Agent and the Amount at Risk, and will be calculated under the following formula in respect of the Agent in each applicable market:

Remittance Holding Capacity			
Tier	Amount at Risk	Risk Status A	Risk Status B
1	Up to USD 5,000,000	$(\text{Total Days} \times \text{Total BSP Cash Turnover 3 highest Reporting Periods/Days in Reporting Period} \times 3) \times 2$	$(\text{Total Days} \times \text{Total BSP Cash Turnover 3 highest Reporting Periods/Days in Reporting Period} \times 3) \times 1.5$
2	USD 5,000,001 – USD 10,000,000	$(\text{Total Days} \times \text{Total BSP Cash Turnover 3 highest Reporting Periods/Days in Reporting Period} \times 3) \times 1.75$	$(\text{Total Days} \times \text{Total BSP Cash Turnover 3 highest Reporting Periods/Days in Reporting Period} \times 3) \times 1.35$
3	More than USD 10,000,000	$(\text{Total Days} \times \text{Total BSP Cash Turnover 3 highest Reporting Periods/Days in Reporting Period} \times 3) \times 1.50$	$(\text{Total Days} \times \text{Total BSP Cash Turnover 3 highest Reporting Periods/Days in Reporting Period} \times 3) \times 1.20$

where:

“**Total Days**” means the number of days from the beginning of the Agent's Reporting Period to the Remittance Date in respect of that Reporting Period(s) applicable to the Agent in the applicable market;

“**Total BSP Cash Turnover 3 highest Reporting Periods**” means the total cash turnover of the Agent in the applicable market over the three highest Reporting Periods of the 12 months prior to the date the Remittance Holding Capacity is calculated; and

5.6.1.2 For countries with individualised airline Reporting Periods, the Remittance Holding Capacity will be calculated by aggregating the amounts calculated under the formula in [section 5.6.1.1](#) for each individualised frequency of Remittance, using the three highest Reporting Periods for each frequency.

5.6.1.3 Subject to the provisions of [sections 5.8](#) and [5.9.3–5.9.5](#), or a change to the Agent's Risk Status, the Remittance Holding Capacity calculated under [section 5.6.1.1](#) will apply for a period of 12 months from the date of calculation.

5.6.1.4 Where an Agent holding Standard Accreditation with Cash Facility is required to provide, in accordance with applicable Local Financial Criteria, a Financial Security for an amount that is higher than the amount calculated under the formula in [section 5.6.1.1](#) above, the

Remittance Holding Capacity granted to the Agent will be equal to the amount of the Financial Security provided.

5.6.1.5 For the Agent having Risk Status “A”, the Remittance Holding Capacity granted will be not less than the equivalent of USD 10,000.

5.6.1.6 For the Agent holding Multi-Country Accreditation, the Remittance Holding Capacity determined under [section 5.6.1.1](#) will be established, at the Agent's option, in one of the following currencies:

- (a) United States Dollar (USD);
- (b) Euro (EUR);
- (c) Pound Sterling (GBP);
- (d) Australian Dollar (AUD);
- (e) Singapore Dollar (SGD),

by conversion of each amount to be aggregated under [section 5.6.1.1](#) into the selected currency.

5.6.1.7 In the event that the Remittance Frequency in a market changes and/or an Agent voluntarily elects to remit on a different frequency, the Agent's Remittance Holding Capacity will be recalculated taking into consideration the revised Remittance Frequency.

5.6.2 Agent with Risk Status “C”

5.6.2.1 The Remittance Holding Capacity granted to the Agent having Risk Status “C” will be equal to the amount of the Financial Security provided by the Agent.

5.6.2.2 For the Agent holding Multi-Country Accreditation, the Remittance Holding Capacity will be established, at the Agent's option, in one of the currencies set out in section 5.6.1.5.

5.6.3 CHINA ONLY The Remittance Holding Capacity granted to the Agent, regardless of its Risk Status, will be at all times equal to 90% of the total Financial Security amount provided by the Agent.

5.6.4 CHINA ONLY GoLite Agents are required to provide a Financial Security calculated as per provisions of the Local Financial Criteria.

5.7 CASH CONDITION–REMITTANCE FREQUENCY

5.7.1 Agent with Risk Status “A” and “B”

5.7.1.1 For the Agent having Risk Status “A” or “B” the standard Remittance Frequency of each market will be applied to the Agent, unless the Agent has requested a more frequent Remittance Frequency in accordance with the provisions of section 6.

5.7.2 Agent with Risk Status “C”

5.7.2.1 For the Agent having Risk Status “C”, the Most Frequent Remittance Frequency applicable in the market will be applied to the Agent.

5.7.3 Effective Date of Changes to Remittance Frequency

5.7.3.1 Where a change to the Agent's Risk Status results in a change to the applicable Remittance Frequency in accordance with the provisions of this section 5.7, being a change from Risk Status:

- (a) “B” to “C”; or
- (b) “C” to “B”,

the new Remittance Frequency will take effect on the date of commencement of the next Remittance Period.

5.8 CASH CONDITIONS APPLICABLE IN RELATION TO SPECIFIC RISK EVENTS OR FINANCIAL ASSESSMENTS

5.8.1 Financial Assessment Cannot be Conducted

5.8.1.1 Where a financial assessment cannot be conducted due to the Risk Event of a failure to provide financial statements which is not remedied in accordance with section 5.4.5 and IATA holds a Financial Security for that Agent, the Cash Conditions relevant to Risk Status “C”

will be applied to the Agent, regardless of the Agent's current Risk Status.

5.8.2 Agent Has Opted-out from the Obligation to Undergo Financial Assessment

5.8.2.1 Where IATA has approved the Agent's application to opt out of its financial assessments in accordance with section 5.4.6, the Cash Conditions relevant to Risk Status “C” will be applied to the Agent regardless of the Agent's current Risk Status from the date of IATA's approval.

5.8.3 Authorisation to Use Cash Payment Method for Less Than 24 Months

5.8.3.1 For the period during which the Risk Event of Authorisation to use Cash Payment Method for less than 24 Months remains in the Agent's Risk History, the Remittance Holding Capacity made available to the Agent will be equal to the amount of Financial Security provided.

5.8.4 Agent Reinstatement Following a Payment Default

5.8.4.1 Where the Agent's Ticketing Authority has been reinstated by IATA in accordance with section 6 following a Payment Default, the Cash Conditions relevant to Risk Status “C” will be applied to the Agent for 24 months, regardless of the Agent's current Risk Status, from the date on which IATA reinstates the Agent's Ticketing Authority.

5.9 OPERATION OF REMITTANCE HOLDING CAPACITY

5.9.1 Application

5.9.1.1 To the extent of any inconsistency between the Cash Conditions established under sections 5.5 to 5.8 and this section, the provisions of this section will take precedence.

5.9.2 Remittance Holding Capacity Monitoring

5.9.2.1 IATA will continuously monitor the Agent's sales and notify the Agent through the IATA Customer Portal (ASD for China) when All Amounts Owing have reached:

- (a) 50% of the Agent's Remittance Holding Capacity; and
- (b) 75% of the Agent's Remittance Holding Capacity.

5.9.2.2 The notification will state the amount of the Remittance Holding Capacity already used and the amount remaining to be used, in the Billing currency.

5.9.2.3 For countries operating in a dual currency BSP, All Amounts Owing will be calculated by converting the Agent's sales to the currency in which the Remittance Holding Capacity has been granted using the daily exchange rate published in the IATA Consolidated Exchange Rates (ICER) file.

△ **5.9.3 Reaching or Exceeding the Remittance Holding Capacity (Except Angola, Antigua and Barbuda, Aruba, Armenia, Bahamas, Barbados, Bonaire, Saba, St. Eustatius, Cayman Islands, Curacao, Dominica, Fiji, French Polynesia, Georgia, Grenada, Guyana, Haiti, Jamaica, Macao (SAR, China), Malawi, Marshall Islands, Mauritania, Mauritius, Micronesia (Federal States of), Monserrat, Myanmar, New Caledonia, Nicaragua, Northern Mariana Islands, Palau, Papua New Guinea, Saint Kitts & Nevis, Saint Lucia, Saint Maarten, Saint Vincent and the Grenadines, Samoa, Sierra Leone, Surinam, Sudan, Tonga, Turks and Caicos' Islands, Venezuela, Virgin British Islands, Wallis and Futuna, and Zimbabwe)**

5.9.3.1 If All Amounts Owing are, at any time, equal to or higher than the Remittance Holding Capacity, the Cash Payment Method will be removed from the Agent, (but other authorised Payment Methods, in accordance with section 2.1.2.1, will continue to be available), until the Agent has either:

- (a) remitted in advance of, or on, the Remittance Date, to reduce All Amounts Owing below its Remittance Holding Capacity; or
- (b) in the case of the Agent holding Standard Accreditation with Cash Facility or Multi-Country Accreditation with Risk Status A or B, provide an additional Financial Security amount, in accordance to the applicable Financial Criteria to increase its Remittance Holding Capacity by the same amount of any additional Financial Security provided.

5.9.3.2 During the period where the Agent is restricted from using the Cash Payment Method under section 5.9.3.1, the Agent may continue to use the Customer Card Payment Method, Alternative Transfer Methods, if so authorised by the individual BSP Airlines, and IEP.

5.9.4 Management of Remittance Holding Capacity Where All Amounts Owing Are Less Than the Remittance Holding Capacity

5.9.4.1 For Agents holding Standard Accreditation with Cash Facility or Agents holding Multi-Country Accreditation, if All Amounts Owing are, at any time, lower than the Remittance Holding Capacity, the Agent may reduce the amount of the Financial Security provided in accordance with sections 5.5, 5.9.3.1(b) or any other section of this Resolution:

- (a) provided that such amount will not be less than the required amount for the Agent, in accordance to the applicable Financial Criteria or section 5.11 of this Resolution, the Remittance Holding Capacity will be decreased by the same amount of decrease in the Financial Security amount;
- (b) if such amount will be less than the required amount for the Agent in accordance to the applicable Financial Criteria or section 5.11 of this Resolution, the Remittance Holding Capacity amount will be decreased to be equal to the Financial Security amount provided by the Agent, at all times respecting

any minimum amount as required in the applicable Financial Criteria.

5.9.4.2 Notwithstanding any other provision under this section 5, the Agent may at any time increase its Remittance Holding Capacity by either:

- (a) providing IATA with a Financial Security for a higher amount, or,
- (b) for the Agent with Risk Status “A” in a market with no minimum Financial Security requirement, providing a new Financial Security.

The Remittance Holding Capacity will be increased by the same amount of the new or additional Financial Security amount provided.

5.9.5 Recalculation of the Remittance Holding Capacity

5.9.5.1 At a minimum of once per annum, IATA will review and recalculate the Agent's Remittance Holding Capacity.

5.9.5.2 Notwithstanding any other provision in this section 5, IATA may at any time, for cause, recalculate the Remittance Holding Capacity of the Agent.

5.9.5.3 Notwithstanding any other provision in this section 5, the Agent may request, at any time, a recalculation of its Remittance Holding Capacity.

5.9.5.4 The result of the recalculation and the new Remittance Holding Capacity amount will be communicated to the Agent through the IATA Customer Portal (ASD for China).

5.9.6 Effective Date of Changes to the Remittance Holding Capacity

5.9.6.1 Changes to the Agent's Remittance Holding Capacity will take effect immediately.

5.9.7 Exceptional Adjustments to the Remittance Holding Capacity

5.9.7.1 In consultation with the PSG and the APJC, the Agency Administrator may as a result of force majeure or other economic circumstances, temporarily adjust the Remittance Holding Capacity calculation applicable in a market. Such market adjustments will be reviewed no less than on a quarterly basis.

5.9.7.2 In response to local economic circumstances, an APJC may request to the Agency Administrator a market adjustment of the Remittance Holding Capacity. Any APJC request must be substantiated with written evidence, and will be subject to the approval of the Agency Administrator with the agreement of the PSG.

5.9.7.3 Any exceptional market adjustment will be communicated to all Agents and Airlines in the market.

5.10 RISK MANAGEMENT FOR STANDARD ACCREDITATION WITH NO CASH FACILITY

5.10.1 Authorisation to Use the Customer Card Payment Method

5.10.1.1 For authorisation to use the Customer Card Payment Method, the Agent holding Standard Accreditation with no Cash Facility must provide and maintain a Financial Security satisfactory to IATA to cover any cash remittances, resulting from ADMs or other Accountable Transactions, due by the Agent.

5.10.1.2 The minimum Financial Security amount provided by the Agent must not be less than the total BSP cash turnover, resulting from any Accountable Transactions, in the highest calendar quarter of the previous twelve consecutive months, provided that such financial security will only be requested if the amount is equal to or higher than USD 5,000 or the equivalent in local currency. In case the Agent has undergone a change of accreditation type to Standard Accreditation with no Cash Facility, in accordance with section 10.6, any Cash sales issued prior to such change will not be considered in the Financial Security calculation.

5.10.1.3 If at any time, the Agent's existing Financial Security is insufficient to cover the total BSP Cash turnover per the provisions of section 5.10.1.2, the amount of Financial Security required must be increased.

5.10.1.4 IATA may review the Financial Security amount provided by the Agent for cause at any time.

5.10.2 Authorisation to Use IEP

5.10.2.1 For authorisation to use IEP, the Agent holding Standard Accreditation with no Cash Facility with only access to this payment method, is not required to provide a Financial Security unless the Agent's total BSP Cash turnover in a calendar quarter exceeds USD 5,000 at any time. In such case, the Agent must provide a Financial Security for an amount not less than the total BSP cash turnover of the applicable quarter or USD 5,000, whichever amount is greater.

5.10.2.2 Any Financial Security provided will be maintained for a minimum of twelve months.

5.10.2.3 If at any time, the Agent's existing Financial Security is insufficient to cover the total BSP cash turnover per the provisions of section 5.10.2.1, the amount of Financial Security required must be increased.

5.10.2.4 IATA may review the Financial Security amount provided by the Agent for cause at any time.

5.10.3 Timing for Provision of a Financial Security

5.10.3.1 If the Agent is required to provide or increase the amount of Financial Security in accordance with this section 5.10, such Financial Security or increased Financial Security must be provided within 30 days (40 days in Antigua & Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, Costa Rica, Colombia, Curacao, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Hong Kong (SAR, China), Jamaica, Macau (SAR, China), Montserrat, Nicaragua, Panama, St Kitts & Nevis, St Lucia, St Maarten, St Vincent & the Grenadines, Suriname, Trinidad & Tobago, Tunisia, Turks & Caicos and Venezuela) of IATA's request.

5.10.4 Failure to Provide a Financial Security

5.10.4.1 Failure to provide the Financial Security by the deadline will result in a Risk Event for failure to provide a Financial Security, or to meet the requirement of an increase in the amount of a Financial Security as requested by IATA, IATA will remove the Customer Card Payment Method and Alternative Transfer Methods from the Agent until the Financial Security is received by IATA.

5.10.4.2 If the Agent fails to provide the Financial Security to IATA within a further 60 days of the original due date for provision of such information under section 5.10.1 and 5.10.2, IATA will send a Termination Notice to the Agent in accordance with the provisions of section 13.

5.11 FINANCIAL ASSESSMENTS FOR AGENTS WITH AN AMOUNT AT RISK GREATER THAN USD 5 MILLION

5.11.1 At any point, an Agent with an Amount at Risk greater than USD 5,000,000, will be subject to additional financial and operational reviews of the Agent's business in accordance to the Multi-country Assessment Framework as established in Attachment 'E' of this Resolution. Any cost associated with such review will be borne by the Agent.

5.11.2 To pass the assessment, the Agent must pass all sections of the framework in accordance to Attachment 'E' of this Resolution.

△ **5.11.3** If the Agent fails any section of the framework, in accordance to Attachment 'E' of this Resolution, the Agent will be required to provide a Financial Security to cover any Amount At Risk in excess of USD 5,000,000. The Financial Security requirements for any Amount At Risk below USD 5,000,000 shall continue to be governed by the Local Financial Criteria.

5.11.4 The Risk Status of the Agent will not be impacted regardless of the outcome for any financial assessments that takes place as a result of Section 5.11 of this Resolution.

5.11.5 Notwithstanding the requirements as established in 5.11.1-5.11.3 of this section, the Agent will continue to undergo annual examination of its financial standing in accordance to section 5.4.1 of this Resolution.

5.11.6 An Agent with an Amount at Risk greater than USD 5,000,000 may reduce its Amount At Risk by considering any of the following alternatives:

5.11.6.1 voluntarily remit at a more frequent Remittance Frequency available in the market;

5.11.6.2 conduct BSP sales through payment methods other than Cash Payment Method (such as customer card, IATA Easy Pay or Alternative Transfer methods).

Section 6—Framework for Reporting and Remitting

6.1 Application

6.1.1 This section 6 is applicable to sales made by the Agent on behalf of BSP Airlines. All Amounts Owing must be remitted to IATA in accordance with this section.

6.1.2 The following parts of this section 6 apply to the Agent when it is using:

- (a) the Cash Payment Method—sections 6.2 to 6.14;
- (b) the Customer Card Payment Method or any Alternative Transfer Method where ADMs have been issued in accordance with Resolution 850m—sections 6.2 to 6.14; and
- (c) the IATA EasyPay Payment Method (IEP)—sections 6.15 to 6.18.

6.2 MONIES DUE ON ISSUE OF STANDARD TRAFFIC DOCUMENTS

6.2.1 Preferred Method of Remittance

6.2.1.1 The preferred methods of remittance for Accountable Transactions are:

- (a) electronic funds transfer; or
- (b) business-to-business direct debit.

6.2.1.2 For the purpose of section 6.2.1.1(b), business-to-business direct debit means a direct debit system and jurisdiction which imposes strict conditions and time limits not exceeding 2 banking days for revocation of the transfer by the payer or the payer's bank.

6.2.1.3 Where the Agent uses business-to-business direct debit as the method of remittance, the Agent must provide IATA with:

- (a) an authorisation form permitting the Clearing Bank to debit the Agent's trust account or other bank account in favour of IATA, for payment of All Amounts Owing in accordance with this section 6; and
- (b) any other relevant information that IATA requires in order to effect the business-to-business direct debit.

6.2.1.4 When the Agent intends to change its bank account(s), the Agent must give IATA 30 days' advance notice by certified/registered mail, or certified letter with return receipt, as appropriate.

6.2.1.5 When either of the methods of remittance referred to in section 6.2.1.1 are available in a market and unless required by applicable local law, other methods of remittance are discouraged.

6.2.2 Reviewing Methods of Remittance

6.2.2.1 Each APJC must evaluate the methods of remittance available in their market at least once per annum taking into account the preferred methods of remittance in section 6.2.1 and any local conditions that may apply. This provision will not apply to markets where any of the preferred methods of remittance have been adopted.

6.2.3 When Monies Fall due for the Cash Payment Method

6.2.3.1 The Agent will issue Standard Traffic Documents in accordance with this Resolution at the same time it collects payment for transportation in respect of which reservations have been made for the services of a BSP Airline.

6.2.3.2 The amount payable by the Agent to a BSP Airline for the issue of Standard Traffic Documents are deemed due by the Agent to the BSP Airline when the Standard Traffic Document is issued, and must be remitted in accordance with the provisions of section 6.5.

6.2.3.3 The amount payable by the Agent to a BSP Airline for Traffic Documents issued by the BSP Airline on behalf of the Agent and reported through the BSP will be due by the Agent to the BSP Airline when the Traffic Documents are issued. The amount payable for such Traffic Documents must be remitted in accordance with the provisions of section 6.5 in the same way as if the Agent had issued Standard Traffic Documents.

6.2.3.4 In the event that the Agent is declared insolvent, bankrupt, is placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal process affecting its normal operation, then notwithstanding any other provision of this section 6 All Amounts Owing are immediately due and payable by the Agent.

6.2.3.5 In circumstances where a BSP Airline is suspended from the BSP, the amounts due to the BSP Airline under this section 6 must be treated in accordance with the provisions of [Resolution 850](#).

6.2.4 Remittance Currency

6.2.4.1 The Agent must remit in the currency reported on the Standard Traffic Document and billed to the Agent in accordance with section 6.4.

6.3 REPORTING

6.3.1 Length of Reporting Period

6.3.1.1 For each market, the Conference will establish the length of the Reporting Period most suitable for the efficient operation of that market, taking into account the recommendation of the APJC.

6.4 BILLINGS

6.4.1 The Data Processing Centre will compute and prepare a Billing in respect of each Agent in accordance with the requirements of the Conference. Such Billings will incorporate all Accountable Transactions with respect to the Agent.

6.4.2 The Conference will establish the frequency at which Billings will be provided to the Agent.

6.4.3 Where a BSP allows for Standard Traffic Documents to be issued in more than one currency, a Billing will be produced for each currency used.

6.5 REMITTANCE

6.5.1 The provisions of this section 6.5 govern the general remittance procedures and frequencies for the remittance of Billings by the Agent.

6.5.2 General Remittance Procedures

6.5.2.1 The Agent must remit all amounts due in respect of Accountable Transactions and any applicable local charges directly to the Clearing Bank.

6.5.2.2 Where the Agent receives Billings in more than one currency the Agent must remit in the currency of each relevant Billing.

6.5.2.3 Any transactions not processed in previous Reporting Periods will be included in the next Billing.

6.5.2.4 The Agent shall remit, by the Remittance Date the amount specified on the Billing for the Remittance Period under settlement. If, exceptionally, the Agent has not received such Billing by the Remittance Date the Agent shall:

- (a) on the Remittance Date, remit the amount its records indicate is owing in respect of such Remittance Period or, in a direct debit situation, the amount determined by ISS Management, and
- (b) immediately upon receipt of the delayed Billing, remit any shortage between the remittance made pursuant to Subparagraph 6.5.2.4(a) above and the amount of the Billing.
- (c) if the Agent fails to remit any such shortage immediately it shall be deemed to be an overdue remittance and Irregularity and Default procedures shall apply in accordance with Subparagraph 6.6.3.

6.5.3 Frequency of Remittance

6.5.3.1 The Conference will establish the standard Remittance Frequency and, if considered appropriate, any additional more frequent Remittance Frequencies for Agent remittances in each market. The relevant Remittance Date will be communicated to all Agents participating in each BSP.

6.5.3.2 The Remittance Frequencies and any exceptions as adopted by the Conference in accordance to 6.5.3.1 applicable to each market are reflected in [Attachment 'I'](#) of this Resolution.

6.5.3.3 The standard Remittance Frequency will not be less than twice each calendar month, and may be at such greater frequency as the Conference determines. Where applicable, the more frequent Remittance Frequency will not be the same or less than the standard Remittance Frequency of the relevant market, as determined by the Conference.

6.5.3.4 The Agent may remit at such greater frequency than the standard or more frequent Remittance Frequency which would otherwise be applicable to the Agent by providing IATA with a Notice of Change and the execution of a Voluntary More Frequent Remittance Request in the form set out in [Attachment 'D'](#). IATA will notify all BSP Airlines when such greater Remittance Frequency takes effect.

6.5.3.5 If the Remittance Frequency is twice monthly, remittances must be made by the Agent so as to reach the Clearing Bank no later than its close of business on the date which is:

- (a) the last day of the calendar month, in respect of Billings covering the first 15 days of the month; and
- (b) the 15th day of the following calendar month, in respect of Billings covering the period from the 16th to the last day of the calendar month.

6.5.3.6 If the Remittance Frequency is greater than twice monthly, remittances must be made by the Agent so as to reach the Clearing Bank no later than its close of business on:

- (a) the date which is the fifth working day following the Reporting Date; or
- (b) such date approved by the Conference for application in a specific market.

6.5.3.7 The Conference acknowledges that a BSP Airline may establish an individualised Remittance Frequency in accordance with:

- (a) a bilateral agreement between the BSP Airline and the Agent; or
- (b) applicable law;

which will:

- (c) override the Remittance Frequency approved for a market; and
- (d) be subject to all terms and conditions contained in this Resolution including sections [6.6](#) and [6.9](#). In the event of an overdue or dishonoured remittance under an individualised frequency, the Agent will be subject to a Notice of Adjusted Risk Event and, where applicable, Payment Default action.

6.5.3.8 The Agent must, in all cases, use a method of remittance which ensures that Cleared Funds are received in the Clearing Bank account no later than its close of business on the Remittance Date established under the provisions of this section [6.5.3](#).

6.5.3.9 If the Clearing Bank is closed for business on the Remittance Date established under the provisions of this section [6.5.3](#), the remittance must be made by the Agent so that Cleared Funds are in the Clearing Bank account no later than its close of business on the first day that the Clearing Bank is open for business.

△ **6.5.3.10** Each APJC must evaluate the period between the Reporting Date and the Remittance Date in their market at least once per annum taking into account the best practice for financial transactions in that market and any local conditions that may apply and using as a best practice guideline the periods set out in section [6.5.3](#) for the applicable Remittance Frequency. This provision will not apply to markets where a best practice has been adopted.

6.6 RISK EVENTS AND PAYMENT DEFAULTS

6.6.1 General Procedures

6.6.1.1 This section sets out the provisions governing Adjusted Risk Events and Payment Defaults. The Agent will also be liable for any charges arising from Adjusted Risk Events and Payment Defaults.

6.6.1.2 The Conference may provide for variations from BSP to BSP in respect of charges applicable upon the occurrence of Adjusted Risk Events and Payment Defaults as set out in section [5](#).

6.6.1.3 For the purposes of this section [6](#), where IATA issues a demand for payment, including in the form of a Notice of Adjusted Risk Event, the Agent must remit monies due so that they are received in the Clearing Bank account as Cleared Funds by the end of the next day on which it is open for business. A demand for payment arising from a Notice of Payment Default is due immediately.

6.6.1.4 A Notice of Adjusted Risk Event or Notice of Payment Default will be sent to the Agent in writing via the IATA Customer Portal and will set out the specific circumstances causing the Adjusted Risk Event or Payment Default.

6.6.2 Charges

6.6.2.1 The Conference will establish any cost recovery charges to be levied on the Agent, including:

- (a) Administrative charges as set out in section [14](#) of this Resolution for:
 - △ (i) an excessive number of voided Standard Traffic Documents, as determined from time to time by IATA in consultation with airlines participating in the local BSP and the respective Agency Programme Joint Council; and/or
 - △ (ii) any other failures to comply with BSP procedures and instructions, which generate additional cost to IATA or airlines participating in the local BSP,

where the amount of these charges will be determined by the Conference and then notified by IATA to all Agents in the BSP; and

- (b) Clearing Bank charges for the amount debited to IATA by the Clearing Bank as a result of the Agent's failure to remit in accordance with this Resolution and the BSP Manual for Agents.

6.6.2.2 All charges levied on the Agent in accordance with this section 6.6.2 must:

- (a) except as otherwise specified, be included by IATA in its first subsequent Billing to the Agent and will be due by the Agent by the Remittance Date; and
- (b) for the purpose of section 6.9.2.1(c), be deemed to be part of All Amounts Owing by the Agent.

△ **6.6.2.3** IATA will publish in the Local Procedures the above charges and notify the Agent of any charges being included in its Billing.

6.6.3 Risk Event—Late or Short Payment

6.6.3.1 If:

- (a) the Clearing Bank does not receive the remittance due by the Remittance Date;
- (b) there is a shortage in respect of the remittance received by the Clearing Bank; or
- (c) the remittance received by the Clearing Bank is dishonoured on or after the Remittance Date,

IATA will demand immediate payment from the Agent, including any Clearing Bank charges incurred, by sending the Agent a Notice of Adjusted Risk Event in accordance with section 6.8.

6.6.3.2 If correct payment is not received by the Clearing Bank by the deadline referred to in section 6.6.1.3, IATA will immediately issue a Notice of Payment Default with respect to the Agent in accordance with section 6.9.

6.6.3.3 In addition to any action prescribed in this section 6.6.3, IATA will debit the Agent for costs incurred as a consequence of the late or dishonoured remittance.

6.6.3.4 If it is established that such non-payment was due to a bona fide bank error, as provided for in section 6.6.5, and remittance of All Amounts Owing is received by the Clearing Bank by the deadline referred to in section 6.6.1.3, the Risk Event of late or short payment will be withdrawn.

6.6.3.5 If it is established that such non-payment was due to a bona fide bank error, as provided for in section 6.6.5, and remittance of All Amounts Owing is received by the Clearing Bank after the issue of a Notice of Payment Default, the Risk Events of late or short payment and of Payment Default will be withdrawn.

6.6.4 Risk Event of Payment in the Wrong Currency

6.6.4.1 If the Clearing Bank does not receive the remittance, in the same currency as the Billing to the Agent in the correct amount by the Remittance Date, IATA will demand immediate payment from the Agent for the correct amount in the Billing currency, including any Clearing Bank charges incurred, by sending to the Agent a Notice of Adjusted Risk Event in accordance with section 6.8.

6.6.4.2 If the Clearing Bank does not receive the remittance for the correct amount in the Billing currency by the deadline referred to in section 6.6.1.3, IATA will immedi-

ately issue a Notice of Payment Default to the Agent in accordance with section 6.9.

6.6.4.3 In addition to any action prescribed in this section 6.6.4, IATA will debit the Agent for costs incurred as a consequence of the payment in the wrong currency.

6.6.4.4 If it is established that such payment in the wrong currency was due to a bona fide bank error, as provided for in section 6.6.5 and remittance of All Amounts Owing is received by the deadline referred to in section 6.6.1.3, the Risk Event of payment in the wrong currency will be withdrawn.

6.6.4.5 If it is established that such payment in the wrong currency was due to a bona fide bank error, as provided for in section 6.6.5, and remittance of All Amounts Owing is received by the Clearing Bank, but after the issue of a Notice of Payment Default, the Risk Events of payment in the wrong currency and of Payment Default will be withdrawn:

6.6.5 Bona Fide Bank Error

For a maximum of four times in a period of 12 consecutive months, the following bona fide bank error provisions may be invoked. This limit excludes instances where the Agent's bank has suffered from a disruption of service due to circumstances outside of its control and resulting in its inability to provide the required services to an Agent.

6.6.5.1 A bona fide bank error is when the Agent's bank fails to honour the availability of funds for remittance through a valid line of credit or other written arrangement, dated and executed between the bank and the Agent prior to the Remittance Date, or otherwise, fails to honour the availability of sufficient funds for immediate withdrawal in the Agent's account on the Remittance Date.

6.6.5.2 The bona fide bank error must be substantiated by evidence acceptable to IATA for the purposes of section 6.6.5.1 in the form of a bank letter provided to IATA from the Agent's bank meeting the following criteria:

- (a) the bank letter must be sent to IATA within 10 working days of the dishonoured Remittance by registered post, courier, fax, or as a scanned copy via email stating the nature of the error and reason for the delay in remittance;
- (b) the bank letter must be signed by a manager at the bank, including specification of name and job title or designation; and
- (c) the bank letter must confirm that the Agent had sufficient available funds on the Remittance Date in the stipulated bank account(s), stating the account name and the account number(s).

6.6.5.3 If IATA is satisfied that the non-receipt by the Clearing Bank of a remittance by the Remittance Date is due to bona fide bank error, then IATA will not invoke the provisions of this section 6.6.

6.6.6 Default due to Common Ownership

6.6.6.1 The Risk Event of a Default due to common ownership will occur when:

- (a) the Agent or any of its Associate Entities has an owner, director or person in a position of management in common with another Agent that has incurred a Payment Default in accordance with the provisions of this section 6.6; or
- (b) the Agent is also accredited as an IATA Cargo Agent and has been declared in Default.

6.6.6.1.2 If the Risk Event of a default due to common ownership occurs, IATA will apply the provisions of section 6.9.

6.6.7 Disputed Agency Debit Memo

The provisions of this paragraph should be read in conjunction with the provisions concerning ADMs as provided in [Resolution 850m](#).

6.6.7.1 an Agent may for reason dispute an ADM, except for an ADM issued as a means to collect credit card chargebacks in accordance to [Resolution 890 section 4.7](#),

6.6.7.2 an Agent shall have a maximum of 15 days in which to review and dispute an ADM prior to its submission to BSP for inclusion in the Billing,

6.6.7.3 when an ADM is disputed prior to it being submitted to the BSP for processing, it will be recorded as disputed, and will not be included in the Billing,

6.6.7.4 if an Agent disputes an ADM within the minimum dispute period it shall be suspended from the BSP process and settlement of the dispute will be for resolution between the Agent and Airline concerned:

- (a) in the event an Agent disputes an ADM and, after agreement between the Airline and the Agent, it is determined that the purpose of that ADM was correct, the Airline will advise the Agent and the BSP accordingly and the ADM as originally submitted will be processed. All subsequent disputes of such ADM must be dealt with according to the process as described in this [Resolution 812, Section 6.10](#),
- (b) if as a result of an Agent dispute it is determined after agreement between the Airline and the Agent that the ADM needs adjustment, the Airline will submit to the Agent and the BSP the adjusted ADM, in the form of a new ADM, in which case only the new ADM shall be processed,
- (c) all disputes are to be settled by the Airline within 60 days of receipt. Once the status of the ADM dispute has been set, notwithstanding if the 60 days have been reached or not, all subsequent disputes of such ADM must be dealt with according to the process as described in this [Resolution 812, Section 6.10](#),

6.6.7.5 an ADM that has been included in the BSP Billing will be processed for payment. All subsequent disputes of such ADM, must be dealt with according to the process as described in this [Resolution 812, Section 6.10](#),

6.6.7.6 If after 60 days of receipt of a disputed ADM by an Airline the dispute has not been settled, such ADM will no longer be suspended and will be withdrawn from the BSP process,

6.6.7.7 Such ADM dispute is now for bilateral resolution between the Airline and the Agent.

6.6.7.8 No more than one ADM must be raised in relation to one original ticket issuance. When more than one ADM is raised in relation to the same ticket it must be specified that it is for a different adjustment than previous.

6.7 PREJUDICED COLLECTION OF FUNDS**6.7.1 Where the Agency Administrator Believes that the Agent's Ability to Pay is Prejudiced**

6.7.1.1 This section 6.7.1 governs the procedures for the protection of All Amounts Owing to all BSP Airlines by the Agent in situations where the Agency Administrator believes that the ability or intent of the Agent to remit All Amounts Owing to BSP Airlines is in doubt.

6.7.1.2 In the event that the Agency Administrator receives written information, which is substantiated to the satisfaction of the Agency Administrator, leading to the belief that the ability of any BSP Airline to collect All Amounts Owing from the Agent may be prejudiced, and/or an Agent's funds at risk are not covered by a Financial Security, or that any Financial Security provided does not sufficiently cover those funds taking into account reasonable variations in sales levels, the Agency Administrator may review the circumstances of the Agent and may take any of the following actions:

- (a) demand an immediate accounting and settlement of monies due by the Agent and/or require the Agent to restrict the issuance of Standard Traffic Documents to the Customer Card Payment Method and/or IEP only;
- (b) conduct, in cooperation of with the Agent, financial and operational reviews of the Agent's business. Any costs associated with such review may be borne by the Agent;
- (c) request for additional Financial Securities in accordance with the provisions in [3.2.1.4](#);
- (d) place the Agent on the Most Frequent Remittance Frequency in the applicable BSP;
- (e) remove all Ticketing Authority;
- (f) set the Remittance Holding Capacity of the Agent at the same amount as the Financial Security amount provided.

6.7.1.3 Following the issue of a notice under section [6.7.1.2\(e\)](#), the Agency Administrator will request an immediate review by the Travel Agency Commissioner.

6.7.1.4 If requested to undertake a review in accordance with section [6.7.1.3](#), the Travel Agency Commissioner will commence a review under the terms of review by Travel Agency Commissioner of the applicable Passenger Sales Agency Rules within three working days from receipt of such a request. Pending the results of this review, the Agent may within 30 days of the date on which Ticketing Authority was removed or the date when the review was commenced, whichever is the later, apply for interlocutory relief to stay the removal of Ticketing Authority in accordance with [Resolution 820e](#). Before granting an interlocutory order under this section [6.7.1.4](#), the Travel Agency Commissioner will require the Agent to provide a Financial Security in accordance with [Resolution 820e](#).

6.7.1.5 If the review of the Travel Agency Commissioner confirms the basis of the prejudiced collection of funds, a Risk Event will be registered against the Agent in its Risk History for 12 months following the date of IATA's invocation of the prejudiced collection of funds action.

6.7.1.6 If payment under section [6.7.1.2](#) is not received on demand by the deadline referred to in section [6.6.1.3](#), the Agency Administrator will immediately notify the Agent and issue a Notice of Payment Default with respect to the Agent in accordance with the provisions of section [6.9](#).

6.7.1.7 IATA has the right to conduct a review or other investigation of the Agent's Customer Card Payment Method and Alternative Transfer Method transactions in the BSP to verify the Agent's compliance with the applicable Resolutions and consent(s) given by individual BSP Airline(s) for specific Alternative Transfer Methods. If a situation of potential non-compliance is detected by IATA, the Agency Administrator may notify individually the BSP Airline(s) concerned and make this information available to the Agent. This notice shall be unsubstantiated and no further details will be provided by IATA.

6.7.1.8 In the event a review or other investigation reveals a persistent failure by the Agent to comply with [Resolution 812a](#) and/or [Resolution 890](#), the Agency Administrator may restrict on an ad interim basis authorisation to use the Customer Card Payment Method and Alternative Transfer Methods and request in writing an immediate review by the Travel Agency Commissioner.

6.7.1.9 The Travel Agency Commissioner will commence a review under the terms of Reviews by the Travel Agency Commissioner. Pending the results of the review, the Agent may within 30 days of the date when the review was initiated apply pursuant to [Resolution 820e](#) for interlocutory relief staying the restriction of the Agent's use of Customer Card Payment or Alternative Transfer Method. Upon reinstatement, use of Alternative Transfer Methods will be subject to the individual consent of the BSP Airline(s) affected.

6.7.1.10 Upon completion of the review, the Travel Agency Commissioner will either (i) order the reinstatement of the Agent's authorisation to use the Customer Card Payment Method and/or Alternative Transfer Method(s), or (ii) maintain the restriction of the Customer Card Payment Method and/or Alternative Transfer Method(s) until the Agent has demonstrated to IATA's satisfaction that the non-compliance has been remedied.

6.7.2 Where an Individual BSP Airline Believes that the Agent's Ability to Pay is Prejudiced

6.7.2.1 This section [6.7.2](#) governs the procedures for the protection of amounts owed to an individual BSP Airline by the Agent in situations where the BSP Airline believes that the ability or intent of the Agent to pay All Amounts Owing to that BSP Airline is in doubt.

6.7.2.2 In circumstances where a BSP Airline, acting independently, determines that its ability to collect All Amounts Owing from the Agent to the BSP Airline may be prejudiced (such as where a Head or an Associate Entity is declared insolvent, bankrupt, is placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal process affecting its normal operation), the BSP Airline may, by written notice to the Agent, notify the Agent that it has concluded that its ability to collect is prejudiced and demand immediate payment of all such amounts provided that the BSP Airline first advises IATA in writing of its intention to issue such a notice.

6.7.2.3 Upon the issue of a notice in accordance with section [6.7.2](#), all amounts specified in the demand notice are immediately due and payable by the Agent to the BSP Airline.

6.7.2.4 In the event that the Agent fails to remit to IATA for the same Billing, the BSP Airline is required to pay the amount collected from the Agent to IATA immediately, failing which IATA will deduct such amount from the next settlement due to the BSP Airline.

6.8 PROCEDURES FOR ISSUE OF NOTICE OF ADJUSTED RISK EVENT

6.8.1.1 This section [6.8](#) establishes the procedures when IATA issues a Notice of Adjusted Risk Event to the Agent following the Risk Event of a late or short payment or a payment in the wrong currency, in accordance with the provisions of section [6.6.3](#) or [6.6.4](#).

6.8.1.2 IATA will immediately send a Notice of Adjusted Risk Event to the Agent in accordance with section [16](#) of Resolution 824. In addition, a copy of the Notice of Adjusted Risk Event will be sent to the Agent via the IATA Customer Portal.

6.8.1.3 The Agent may within 30 days of the date of the Notice of Adjusted Risk Event invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner. The Agent may also invoke such review procedures in any case where a charge is applied to the Agent under section [6.6.2](#). Where a review under this section [6.8.1.3](#) is pending and the Risk Event of a Payment Default occurs, the Agent may apply to the Travel Agency Commissioner for interlocutory relief pursuant to section [6.9.2.2](#) and subject to the conditions contained in that section.

6.9 PAYMENT DEFAULT PROCEDURES

6.9.1 Overview

6.9.1.1 This section 6.9 establishes the procedures following the Risk Event of a Payment Default, in accordance with any of the provisions of sections 6.6 or 6.7.

6.9.2 General Procedures

6.9.2.1 Upon the occurrence of the Risk Event of a Payment Default, IATA will immediately take the following action:

- (a) advise all BSP Airlines that the Agent has incurred a Payment Default;
- (b) send a Notice of Payment Default, which will include Termination Notice of the Agent's Passenger Sales Agency Agreement, via the IATA Customer Portal to the Agent, advising that the Agent has incurred a Payment Default;
- (c) demand an immediate accounting and remittance of All Amounts Owing by the Agent for the Head Entity and all its Associate Entities in all countries in which the Agent is Accredited, as applicable. Should the Agent fail to remit the amounts due by the deadline referred to in the Notice of Payment Default, the provisions of section 6.11.3 will apply;
- (d) establish an up-to-date statement of indebtedness for the Agent and bill the Agent for charges incurred in accordance with section 14 as a result of the Agent's failure to make complete remittance by the Remittance Date;
- (e) notify the local representatives of BSP Airlines participating in the BSP concerned, and the Agent's System Provider(s), of the Payment Default;
- (f) provide the BSP Airlines with a maximum period of 30 days to submit any ADMs/ACMs to be included in the final accounting of amounts owing by the Agent declared in Payment Default;
- (g) check any accounting and remittance obtained from the Agent and identify any discrepancies; and
- (h) distribute any monies obtained from the Agent among the BSP Airlines concerned, subject to sections 6.9.3 to 6.9.4.

6.9.2.2 The Agent may within 30 days of the date of the Notice of Payment Default invoke [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner and may also apply for an interlocutory order staying the Notice of Payment Default and preserving the status quo pending the outcome of the review. Before granting an interlocutory order under this section 6.9.2.2, the Travel Agency Commissioner will require the Agent to provide a Financial Security in accordance with [Resolution 820e](#) and ensure that All Amounts Owing as determined under section 6.9.2.1(c) are settled at the time the interlocutory order takes effect.

6.9.3 Encashment of Financial Security (except India, Indonesia and Pakistan)

6.9.3.1 If the Agent holding Standard Accreditation has provided a Financial Security and the Financial Security amount does not cover All Amounts Owing, each BSP Airline listed in the Billing will receive a prorated amount of the Financial Security in proportion to its percentage share of the related Billing.

6.9.3.2 If the Agent holding Multi-Country Accreditation has provided a Financial Security and the Financial Security does not cover All Amounts Owing:

- (a) the Financial Security will be prorated between each BSP where there is a Billing which is the subject of the Default; and
- (b) the amount allocated to each BSP in accordance with section 6.9.3.2(a) will in turn be prorated between each BSP Airline listed in the related Billing for that BSP so that each BSP Airline will receive its percentage share of the related Billing.

6.9.3.3 In accordance with section 2.11, if IATA becomes aware that the Agent has provided a separate bank guarantee, insurance bond or other form of guarantee in favour of a specific BSP Airline, that BSP Airline will not be entitled to any payment under the Agent's Financial Security.

6.9.3.4 If the Agent is owned by a Member, where the Member or Member's parent company holds greater than 50% of the equity of the Agent or the Agent's parent company, is declared in Default, that Member will not be entitled to any payment under the Agent's Financial Security.

6.9.4 Encashment of Bank Guarantee, Insurance Bond or Other Form of Guarantee (India, Indonesia and Pakistan only)

6.9.4.1 In the event that the Agent's BSP bank guarantee, insurance bond or any other form of guarantee, if applicable is insufficient to provide a full settlement to each of the BSP participating Airlines concerned listed in the Billing which has been subject to the Agent's default, each such BSP Airline shall be provided with a prorated amount of the bank guarantee, insurance bond or other form of guarantee in proportion to its percentage share in Billing up to the date when the full amount of the bank guarantee, insurance bond or other form of guarantee was exceeded. In the event that the Agent has provided a separate bank guarantee, insurance bond or any other form of guarantee in favour of a specific BSP Airline for Accountable Transactions, such BSP Airline shall not be entitled to any payment under the Agent's BSP bank guarantee, insurance bond or other form of guarantee until all outstanding indebtedness of the Agent to other BSP Airlines shall be discharged. In the event that the Agent owned by a Member, where the Member or Member's parent company holds greater than 50% of the equity of the Agent or the Agent's parent company, is declared in Default, such member shall not be entitled to any payment under the Agent's BSP bank guarantee, insurance bond or other form of guarantee.

6.10 DISPUTES

6.10.1 DISPUTES (Except Argentina and Russian Federation)

6.10.1.1 In order to be dealt with through BSP, disputes raised by the Agent must:

- (a) be registered with IATA via BSPlink (ASD in China);
- (b) relate to a specified amount as part of a Billing;
- (c) state a substantive reason for the dispute supported by written evidence of that dispute;
- (d) be raised by the Agent within 12 months of the date of the Accountable Transaction;
- (e) be added to the daily dispute file;
- (f) be unrelated to a chargeback issued by means of an ADM pursuant to Resolution 890 subsection 4.7;
- (g) be unrelated to a refund transaction.

6.10.1.2 All validly disputed amounts will continue to form part of the Billing and the Agent must remit the disputed amount to the BSP on the Remittance Date notwithstanding the existence of the dispute.

6.10.1.3 All disputed amounts paid by the Agent will be held by IATA for a period of 30 days or until the dispute is resolved, whichever is earlier.

6.10.1.4 For Reported Sales markets, any disputed amount received from the Agent and paid to a BSP Airline will be deducted from the BSP settlement of that BSP Airline in the following Reporting Period and held for a period of 30 days or until the dispute is resolved, whichever is earlier.

6.10.1.5 All disputes must be resolved in BSPlink (ASD in China) between the Airline and the Agent within 30 days with a maximum of two responses per party, otherwise the dispute will be for bilateral resolution between the Airline and the Agent outside of the BSP and IATA will pay the disputed amount held to the Agent or the Airline as applicable in accordance with section 6.10.1.7. If the Agent or Airline responds to a dispute on any day from day 24 onwards, the Airline or Agent will have an additional 7 days to respond.

6.10.1.6 Each agreement or disagreement with the dispute must be registered by the Airline or the Agent, as applicable, in BSPlink (ASD in China), and each disagreement must be accompanied by a substantive reason for the disagreement supported by written evidence.

6.10.1.7 Disputed amounts held by IATA will be paid as follows:

- (a) Where the Airline agrees with the dispute raised by the Agent, to the Agent.
- (b) Where the Airline disagrees with the dispute, the Airline must state a substantive reason for the disagreement supported by written evidence. If the Agent agrees with this position, the disputed amount will be paid to the Airline. Otherwise, the disputed amount will be remitted to the Agent, without prejudice to the right of the Airline to claim the disputed amount from the Agent outside of the BSP.

- (c) Where no response is received from the Airline within 30 days, the dispute is deemed settled in favour of the Agent and the disputed amount will be paid to the Agent.

6.10.2 DISPUTES (Argentina only)

6.10.2.1 an Agent may register the existence of a dispute with the Agency Administrator over a billing of a specified amount as part of its Billing. Provided written evidence of such dispute is provided by the Agent to the Agency Administrator, the Agency Administrator will ensure that no default action will be applied, except where notification is received that the Agent has failed to comply with the provisions of [Resolution 890](#);

6.10.2.2 if the Agency Administrator becomes aware, through any source, that there exists between a BSP Airline and the Agent any dispute arising solely from amounts due or claimed to be due to such Airline from the Agent, or vice versa, in respect of the Reporting/Billing Periods for which the Agent was declared in Default he/she will withdraw the declaration of Default. In the event that the BSP Airline does not admit the existence of such a dispute, the Agency Administrator will require the Agent either, to submit documented evidence demonstrating the existence of the dispute or, to pay the amount of the short payment to the BSP. Provided that either of such condition is met, the Agency Administrator will withdraw the declaration of Default;

6.10.2.3 where the Agent has remitted the disputed amount to the BSP, the dispute must be submitted directly to the Airline for bilateral resolution.

6.10.3 DISPUTES (Russian Federation only)

6.10.3.1 Any dispute of an amount that has been included in the Agent's Billing must be resolved bilaterally between the Airline and the Agent outside the BSP. All disputed amounts will continue to form part of the Billing and the Agent must remit the disputed amount to the BSP on the Remittance Date notwithstanding the existence of the dispute.

6.10.3.2 If the dispute has been rejected by the Airline without sufficient grounds for such rejection, the Agent may submit an official request in writing to the Agency Administrator, who will assess the request and issue an ACM for the amount of the dispute on behalf of the Airline if deemed appropriate.

6.11 CONSEQUENCES OF PAYMENT DEFAULT

6.11.1 This section 6.11 governs the procedures applicable when the Agent is in Payment Default.

6.11.2 When Remittance has been Made

6.11.2.1 If the Agent which has incurred the Risk Event of a Payment Default under any of the provisions of this Resolution, has remitted to IATA All Amounts Owing by the deadline referred to in section 6.9.2.1(c), the provisions of sections 6.12 and 6.13 will apply.

6.11.3 When Remittance has not been Made

6.11.3.1 If the Agent which has incurred the Risk Event of a Payment Default under any of the provisions of this Resolution fails to remit to IATA All Amounts Owing by the deadline referred to in section [6.9.2.1\(c\)](#), IATA will terminate the Agent's Passenger Sales Agency Agreement in accordance with section [13](#).

6.11.3.2 If after receiving the Notice of Payment Default in accordance with the provisions of section [6.9.2.1\(b\)](#) and before the effective date of termination specified in that notice, the Agent remits All Amounts Owing or agrees to a repayment schedule in accordance with section [6.12](#), the termination specified in the Notice of Payment Default will not take place.

6.11.3.3 If the Agent does not honour the repayment schedule agreed in accordance with section [6.12](#), the termination date specified in the Notice of Payment Default will be valid. If the specified termination date has already passed, then the termination will take immediate effect.

6.12 REMITTANCE OF AMOUNTS DUE

6.12.1 This section [6.12](#) governs the remittance to IATA of All Amounts Owing by the Agent who is in Payment Default.

6.12.2 If the Agent who is in Payment Default is able to demonstrate to the satisfaction of IATA prior to the effective date of termination specified in the Notice of Payment Default issued in accordance with section [6.9.2.1\(b\)](#) that:

- (a) All Amounts Owing, if any, have been remitted to IATA, or
- (b) when IATA holds a Financial Security from the Agent, at least 30% of All Amounts Owing have been remitted and a firm schedule for repayment by instalments of the balance plus interest at the official (prime) bank rate plus two percent has been agreed between IATA and the Agent, within six months or up until the expiry of the Financial Security held by IATA, whichever is earlier.

During the period as established within the agreement, IATA shall not encash any Financial Securities held from the Agent, until the Agent fails to honour its instalments; or

- (c) when IATA does not hold a Financial Security for the Agent, at least 30% of All Amounts Owing have been remitted and a firm schedule for repayment by instalments within twelve months of the balance plus interest at the official (prime) bank rate plus two percent has been agreed between IATA and the Agent; or
- (d) an alternative repayment schedule and conditions, initiated by the Agent, have been agreed between the Agent and IATA on the basis that:
 - (i) the Agent has remitted not less than 30% of All Amounts Owing and can demonstrate to IATA's satisfaction that it has taken all steps possible to remit at least 50% of All Amounts Owing; and

- (ii) a firm schedule for repayment by instalments over an agreed period of no more than twelve months if IATA does not hold a Financial Security from the Agent, or 6 months if IATA holds a Financial Security from the Agent; and
- (iii) the repayments will cover the balance plus interest at the official (prime) bank rate plus two percent or, in any event, will provide for payment of interest at a rate similar to that set out in Subparagraph [6.12.2\(b\)](#) or [6.12.2\(c\)](#), whichever is applicable.
- (iv) During the period as established within the agreement, if the Agent already has a Financial Security held by IATA, IATA shall not encash any Financial Securities held from the Agent, until the Agent fails to honour its instalments, or up until the expiry of the Financial Security, whichever is earlier;

IATA will notify the BSP Airlines accordingly and section [6.11.3.2](#) will apply in respect of that Notice of Payment Default.

6.13 REINSTATEMENT OF AGENT FOLLOWING PAYMENT DEFAULT

6.13.1.1 Provided that the below conditions are met prior to the effective date of termination referred to in sections [6.11.3.2](#) and [6.12](#), IATA will reinstate the Agent's Ticketing Authority. The BSP Airlines may, in their individual discretion, provide the Agent with Ticketing Authority and IATA will advise all System Providers that the Agent may have access to Standard Traffic Documents. The conditions for reinstatement are:

- (a) the Agent has remitted All Amounts Owing; and
- (b) the Agent has provided a Financial Security acceptable to IATA in accordance with the provisions of section [5.5](#) of this Resolution, as applicable.
- (c) if the Agent holds a Standard Accreditation with no cash facility, the Agent has provided a Financial Security acceptable to IATA in accordance with the provisions of section [5.10](#) of this Resolution, or a minimum of USD5,000, as applicable.

6.13.1.2 Following reinstatement under section [6.13.1.1](#) IATA will conduct a financial assessment of the Agent for cause in accordance with section [5.4](#). Such financial assessment will only be conducted on the basis of the financial position and accounts of the Agent dated at least 6 months following the date of reinstatement under section [6.13.1.1](#). If such date occurs after the next annual financial assessment due to be undertaken in respect of the Agent under section [5.4](#), the for cause financial assessment referred to in this section [6.13.1.2](#) will not be carried out unless requested by the Agent.

6.14 REVIEW BY THE TRAVEL AGENCY COMMISSIONER

If the Agent has received a Notice of Payment Default in accordance with section 6.11.3.2 and the Agent's Passenger Sales Agency Agreement is to be terminated in accordance with section 6.11.3, the Agent may, within 30 days of the date of the Notice of Payment Default, invoke Resolution 820e for review of IATA's action by the Travel Agency Commissioner. The Agent may also apply for an interlocutory order to stay the termination and preserve the status quo pending the outcome of the review. Before granting an interlocutory order under this section 6.14, the Travel Agency Commissioner must ensure that All Amounts Owing as determined under section 6.9.2.1(c) are remitted at the time the interlocutory order takes effect, and may require the Agent to provide a Financial Security in accordance with Resolution 820e.

6.15 FRAMEWORK FOR IEP PAYMENT METHOD

6.15.1 Application

6.15.1.1 The IEP Payment Method is available to all Agents regardless of their type of Accreditation.

6.15.1.2 The provisions of sections 6.16 to 6.18 apply to all Agents who use IEP.

6.16 IEP ACCOUNT

6.16.1 IEP Account Required

6.16.1.1 In order to use IEP, the Agent must open an IEP Account using the IEP System.

6.16.1.2 The Agent may have more than one IEP Account.

6.16.2 Funding an IEP Account

6.16.2.1 Before the Agent can issue Standard Traffic Documents using IEP, the Agent must first ensure funds have been made available in the IEP Account.

6.16.2.2 Once the Agent has opened an IEP Account and made funds available, the IEP System will generate an IATA EasyPay Number.

6.16.2.3 There is no maximum or minimum amount of funds required to be held in an IEP Account.

6.16.2.4 The Agent may transfer funds to its IEP Account at any time.

6.16.3 Withdrawing Funds from an IEP Account

6.16.3.1 The Agent may withdraw any available funds in its IEP Account at any time, subject to the terms and conditions applicable to the IEP Account.

6.16.4 Closing an IEP Account

6.16.4.1 The Agent may close its IEP Account at any time using the IEP System, subject to the terms and conditions applicable to the IEP Account, provided that:

- (a) there are no amounts in the IEP Account which have been blocked in accordance with section 6.17.1.1(a); and
- (b) the Agent has first withdrawn all available funds in the IEP Account.

6.17 TRANSACTIONS USING IEP

6.17.1 Issue of Standard Traffic Documents

6.17.1.1 If there are sufficient available funds in the Agent's IEP Account for the issuance of a Standard Traffic Document, then:

- (a) that amount will be blocked in the IEP Account pending remittance and will no longer be part of the available funds in the IEP Account;
- (b) the IEP System will generate an authorisation to proceed with the transaction; and
- (c) the GDS will issue the Standard Traffic Document upon receipt of the authorisation to proceed with the transaction from the IEP System;
- (d) in the case of Standard Traffic Documents issued according to the provisions of PSC Resolution 787 'Enhanced Airline Distribution', the BSP Airline may issue the Standard Traffic Document upon receipt of the authorisation to proceed with the transaction from the IEP System;
- (e) in the case of Orders requested according to the provisions of PSC Resolution 797 'One Order', the BSP Airline may confirm the Order upon receipt of the authorisation to proceed with the transaction from the IEP System.

6.17.1.2 If there are insufficient available funds in the Agent's IEP Account, the IEP System will reject the transaction.

6.18 BILLINGS AND REMITTANCE OF MONIES BY AGENTS USING IEP

6.18.1 The Agent using IEP will receive Billings incorporating Accountable Transactions, for which the remittance procedures and other provisions in sections 6.2 to 6.14 will apply.

6.19 WAIVER AND INDEMNITY

6.19.1 The Agent waives any and all claims or causes of action against any BSP Airline or IATA and any of their officers, employees and other appointees for any loss, liability or damage of any kind (including liability for legal cost) arising out of the Agent's use of IEP, including, without limitation, any loss or deficit in the IATA EasyPay Account opened by the Agent.

Section 7—Issue of Standard Traffic Documents

7.1 FRAMEWORK FOR ISSUE OF STANDARD TRAFFIC DOCUMENTS

7.1.1 This section 7 establishes the processes for issuance of Standard Traffic Documents. Only Accredited Agents may issue Standard Traffic Documents by using the Ticketing Authority provided by a BSP Airline.

7.1.2 This section 7 is structured as follows:

- (a) 7.2 Ticket Authority granted by BSP Airlines;
- (b) 7.3 Members not participating in the BSP;
- (c) 7.4 Withdrawal of Ticketing Authority by IATA;
- (d) 7.5 Additional responsibilities of the Agent regarding Standard Traffic Documents;
- (e) 7.6 Review of a BSP Airline's individual decision;
- (f) 7.7 Review of Conference decision.

7.2 TICKETING AUTHORITY GRANTED BY BSP AIRLINES

7.2.1 A BSP Airline may provide its Ticketing Authority to its appointed Agent.

7.2.2 Unless otherwise advised by the BSP Airline to the Agent in writing, the Ticketing Authority provided to the Agent will also authorise the Agent to issue Standard Traffic Documents on any additional IATA Numeric Codes assigned to the Agent.

7.2.3 Any BSP Airline having issued a Ticketing Authority to an Agent, may cancel such authority in respect of the agent, or any Location of the Agent by so notifying the Agent in writing or by updating the relevant information online through the BSPlink system.

7.3 MEMBERS NOT PARTICIPATING IN THE BSP

7.3.1 A Member which does not participate in the BSP and wishes to conduct business with Accredited Agents, will do so in accordance with the provisions of the Passenger Sales Agency Agreement, in which case that agreement and the Travel Agent's Handbook will govern the relationship between the Member and the Agent.

7.4 WITHDRAWAL OF TICKETING AUTHORITY BY IATA

7.4.1 In the event that a BSP Airline ceases all of its scheduled air service operations for reason of financial failure, IATA will, on instruction from the BSP Airline or the Agency Administrator, withdraw that BSP Airline's Ticketing Authorities.

7.5 ADDITIONAL RESPONSIBILITIES OF THE AGENT REGARDING STANDARD TRAFFIC DOCUMENTS

7.5.1 In accordance with [Resolution 852](#), the Agent must not sell, validate or issue a Standard Traffic Document of, or in the name of, a BSP Airline for transportation solely on an air carrier other than that BSP Airline whose Ticketing Authority is being used, unless the Agent has been authorised to do so by that BSP Airline.

7.5.2 Standard Traffic Documents shall be completed, validated and issued by the Agent only at an Approved Location.

7.6 REVIEW OF A BSP AIRLINE'S INDIVIDUAL DECISION

7.6.1 Notwithstanding the provisions of section 2.9 or section 7.2, and subject to section 7.6.2, the Agent which considers itself aggrieved by the decision of a BSP Airline:

- (a) to refuse to appoint the Agent; or
- (b) to withdraw its Ticketing Authority provided to the Agent,

with the result of the decision being that the Agent's commercial interests are adversely affected to the point of placing its business in jeopardy, may request copies of the BSP Airline's criteria for appointing Agents and the BSP Airline's reasons for refusal or withdrawal ("Reasons"). If the Agent believes that the Reasons are unreasonable then the Agent may notify the BSP Airline in writing that the Agent requires further clarification and seek to resolve the issue with the BSP Airline. If the issue is not resolved within 30 days of such a notice being issued, the Agent may invoke [Resolution 820e](#) for a review of the BSP Airline's decision by the Travel Agency Commissioner.

7.6.2 If a BSP Airline's decision to withdraw its Ticketing Authority provided to the Agent was made in application of the collective provisions of this Resolution, the Agent's right to invoke a review by the Travel Agency Commissioner will not be exercised against the BSP Airline individually but as set forth in such collective provisions of this Resolution and pursuant to [Resolution 820e](#).

7.7 REVIEW OF CONFERENCE DECISION

7.7.1 Notwithstanding the provisions of Paragraph 2.3 of the Passenger Sales Agency Agreement, the Agent which considers itself aggrieved by the incorporation into its Agreement of amendments made to IATA Resolutions by the Conference, may, within 30 days' receipt of IATA's notification of such amendments, invoke [Resolution 820e](#) for a review of the Agent's grievance by the Travel Agency Commissioner pursuant to section 1.4.9 of Resolution 820e.

Section 8—Protection and Proper Issuance of Standard Traffic Documents

8.1 FRAMEWORK FOR THE PROTECTION OF STANDARD TRAFFIC DOCUMENTS

8.1.1 The objective of this section 8 is to ensure the integrity of all Standard Traffic Documents.

8.1.2 This section 8 is structured as follows:

- (a) 8.2 Duty of care;
- (b) 8.3 Liability;
- (c) 8.4 Agent to report irregular occurrences;
- (d) 8.5 Revenue losses attributable to alteration or falsification of Standard Traffic Documents.

8.2 DUTY OF CARE

8.2.1 The Agent has a duty of care to take all reasonable care and precautions to protect all Standard Traffic Documents issued by it from unauthorised or improper issuance, post-issuance tampering, or forgery. The Agent's duty of care includes compliance with all GDS instructions regarding system security and best practice for password maintenance.

8.3 LIABILITY

8.3.1 The Agent has full liability for all damages, expenses or losses incurred or suffered by a BSP Airline, its officers, agents or employees arising from the unauthorised or improper issuance, post-issuance tampering or forgery of Standard Traffic Documents issued under the Agent's IATA Numeric Code(s).

8.4 AGENT TO REPORT IRREGULAR OCCURRENCES

8.4.1 The Agent having reason to suspect any of the following must immediately report the matter, in writing via the IATA Customer Portal:

- (a) unauthorized or improper issuance of Standard Traffic Documents;
- (b) post-issuance tampering of Standard Traffic Documents; or
- (c) forgery of Standard Traffic Documents.

8.4.2 Should any form of unlawful entry to the Agent's business premises occur, such as a forced entry or burglary, the Agent must immediately report the incident to the police authorities and provide a copy of the report via the IATA Customer Portal, irrespective of whether or not a material loss has been detected.

8.4.3 If upon receipt of a report in accordance with section 8.4.2, IATA determines that Standard Traffic Documents may have been compromised, IATA must immediately alert all BSP Airlines whose Ticketing Authority is held by the Agent and provide them with the serial numbers of any such Standard Traffic Documents.

8.5 REVENUE LOSSES ATTRIBUTABLE TO ALTERATION OR FALSIFICATION OF STANDARD TRAFFIC DOCUMENTS

8.5.1 A BSP Airline which has incurred a loss due to unauthorised or improper issuance, alteration of original entries or falsification of entries made in Standard Traffic Documents issued in its name, where the issuance, alteration or falsification of entries may reasonably be attributed to the Agent, may request IATA to investigate the circumstances.

8.5.2 When such a request is received under section 8.5.1, IATA will immediately contact the Agent to investigate the circumstances.

8.5.3 If IATA, having carried out an investigation of the circumstances, including taking into account the Agent's explanation, concludes that the circumstances may reasonably be attributed to the fault of the Agent, whether intentional, or negligent, or through the unauthorised act of an employee, or otherwise, the Agent will be accountable to the BSP Airline for the amount of the attributable loss.

8.5.4 If the Agent demonstrates to the satisfaction of IATA that the circumstances were attributable to an employee who acted without the knowledge or complicity of the Agent, IATA will require the Agent to make good the loss of revenue to the BSP Airline within a period prescribed by IATA. If the Agent fails to make good the loss of revenue to the BSP Airline within the prescribed period, IATA will refer the matter to the Travel Agency Commissioner with a request for review and action.

Section 9—Commission and Other Remuneration

9.1 FRAMEWORK OF CONDITIONS FOR PAYMENT OF COMMISSION AND OTHER REMUNERATION

9.1.1 This section 9 sets out matters relating to the payment of commission and other remuneration to the Agent by a BSP Airline.

9.1.2 This section 9 is structured as follows:

- (a) 9.2 Rate of commission or amount of other remuneration;
- (b) 9.3 Interline sales;
- (c) 9.4 Conditions for paying commission;
- (d) 9.5 Repayment of commission or other remuneration.

9.2 RATE OF COMMISSION OR AMOUNT OF OTHER REMUNERATION

9.2.1 Subject to the provisions of this section 9, any commission or other remuneration due to the Agent by a BSP Airline shall be

- (a) determined by the BSP Airline;
- (b) determined in advance of any applicable sales; and
- (c) communicated in writing to the Agent by the BSP Airline.

9.2.2 Any changes in the amount of commission or other remuneration due by a BSP Airline to the Agent or the conditions for payment must be notified to the Agent in writing by the BSP Airline in advance of the change being implemented.

9.3 INTERLINE SALES

9.3.1 The commission or other remuneration may take into account interline passenger transportation over the services of other air carriers with which the BSP Airline whose Standard Traffic Document is issued has an interline traffic agreement.

9.4 CONDITIONS FOR PAYING COMMISSION

9.4.1 Where commission is payable to the Agent by a BSP Airline the amount of the commission shall be calculated on the amount of the fares applicable to the air passenger transportation.

9.4.2 The 'fares applicable' are the fares (including fare surcharges) for the transportation in accordance with the BSP Airline's tariffs and will exclude any charges for excess baggage or excess valuation of baggage as well as all taxes, fees and charges collected by the Agent.

9.5 REPAYMENT OF COMMISSION OR OTHER REMUNERATION

9.5.1 If a refund is made of all or any part of the fare for any transportation by the Agent, the commission or other remuneration payable to the Agent by a BSP Airline will be recomputed with respect to that part of the fare which has not been refunded by the Agent.

9.5.2 If the commission or other remuneration with respect to the refunded fare has already been paid by the BSP Airline, any amount paid by the BSP Airline in excess of the recomputed commission or other remuneration must be repaid by the Agent to the BSP Airline within 30 days of the refund being made.

9.5.3 If there is an involuntary change of routing involving a substitution of surface transportation for confirmed air transportation, a repayment of commission or other remuneration by the Agent to the BSP Airline will not be required.

9.5.4 In the case of involuntary change of routing to other air services, nothing shall prevent the BSP Airline from passing on the relevant commission or other remuneration received from the new carrying air carrier.

Section 10—Change to Scope or Nature of Accreditation

10.1 FRAMEWORK FOR NOTIFICATION OF CHANGES

10.1.1 This section 10 is applicable to all Agents.

10.1.2 This section 10 sets out the requirements for reporting and, if applicable, seeking approval for:

- △ (a) changes to the Agent's accreditation type; and
(b) any minor or major changes to the Agent's ownership, shareholding, legal entity, name, location and inheritance, as defined in section 10.1.4.6.

10.1.3 The parties to the Change of Ownership, may request IATA to be a party to a non-disclosure agreement.

10.1.4 Definitions

10.1.4.1 Change of Ownership

- (a) a sole owner, partnership or other unincorporated entity:

IATA approval is granted to specific persons. Therefore, if a sole owner sells to another person, or if a partnership or other unincorporated entity admits or withdraws a partner, this change represents a change of ownership.

- (b) mergers and acquisitions in the case of a corporation or limited liability company.

10.1.4.2 Change of Shareholding

A company can change its shareholding through adding a new shareholder(s), removing or changing the existing proportion of shares between shareholders.

The change of shareholding can be major or minor and it depends on the change of control.

A change in control occurs when a) any person or legal entity acquires sufficient equity in the entity so as to hold at least a majority of the ordinary voting rights in the entity, or b) when any person or legal entity is divested of sufficient equity in the entity so as to no longer hold at least a majority of the ordinary voting rights in the entity.

10.1.4.3 Change of Legal Entity

A change of legal entity is defined as change in the legal nature of a corporation, partnership, proprietorship, or individual.

10.1.4.4 Change of Name

In this case the company changes its name, but the legal entity remains the same.

10.1.4.5 Change of Location

A change in the physical location of a business.

10.1.4.6 Inheritance

Inheritance refers to a change of ownership as a result of the death of a sole owner, or a member of a partnership or other unincorporated entity. An *inter vivos* transfer to a family member (or other party) will be treated as change of ownership or shareholding depending on the legal entity type involved.

10.2 CHANGES NOT REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT

10.2.1 Minor Change of Shareholding for Corporations and Limited Liability Companies

10.2.1.1 An Agent structured as a corporation or limited liability company must notify IATA when there is a disposal or acquisition of shares, even when such disposal or acquisition does not result in a change in control, as defined in section 10.1.4.2. This change does not require execution of a new Passenger Sales Agency Agreement, provided that the change does not alter the Agent's legal nature with respect to its responsibilities and obligations under applicable law.

10.2.1.2 An Agent structured in a way other than as a corporation or a limited liability company must follow the provisions set out in section 10.3 for changes to their ownership structure.

10.2.2 Sale of Associate Entity to Another Accredited Agent

10.2.2.1 If the Agent sells its Associate Entity to another Agent the latter is responsible for notifying IATA.

10.2.3 Processing

10.2.3.1 For each of the changes specified under sections 10.2.1 and 10.2.2, the Agent must within 7 days of the change occurring provide a Notice of Change to IATA.

The Agent will remain accredited after the Notice of Change, has been provided to IATA unless, after reviewing the Notice of Change, it is determined that:

- (i) the Agent does no longer satisfy the criteria for accreditation; or
- (ii) the change specified in the Notice of Change alters the Agent's legal nature, in which case IATA will initiate a review of the Agent with the Travel Agency Commissioner in accordance with [Resolution 820e](#).

10.2.3.2 The Notice of Change, if executed by IATA, will take effect from the date when the change takes place.

10.3 CHANGES REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT

For all changes described under this [section 10.3](#), the transferor accepts the liability for any outstanding Billing which either has not yet been remitted to IATA, or where

the related Remittance Date has still to be reached, whichever event occurs last, until IATA has been notified of the date that the Change of Ownership takes place, through the submission of a Notice of Change, shown as [Attachment C](#) to this Resolution, and such Change of Ownership takes effect.

10.3.1 Change of Ownership

10.3.1.1 The following Changes of Ownership require the execution of a new Passenger Sales Agency Agreement and require the Agent to submit a Notice of Change before the change has taken place, and an application for accreditation in accordance with the provisions of [section 2](#) as soon as practicable given the nature of the change:

- (a) in the case of a sole owner, partnership or other unincorporated entity:
 - (i) the death of the sole owner or of a member of a partnership or other unincorporated firm;
 - (ii) the transfer of an interest in the Agent that has the effect of transferring control of the Agent to a Person who did not previously have control of the Agent;
 - (iii) the admission or withdrawal of a partner;
- (b) in the case of a corporation or limited liability company:
 - (i) the acquisition of the Agent by a Person or a Legal Entity;
 - (ii) the merger of the Agent with a person or Legal Entity; or
 - (iii) major change of shareholding—the disposal or acquisition of shares resulting in change in control as defined in [section 10.1.4.2](#).

10.3.2 Change of Legal Entity

10.3.2.1 The following changes to the Agent's Legal Entity require the execution of a new Passenger Sales Agency Agreement and require the Agent to submit a Notice of Change before the change has taken place, and an application for accreditation in accordance with the provisions of [section 2](#) as soon as practicable given the nature of the change:

- (a) in the case of a sole owner, partnership or other unincorporated entity:
 - (i) the incorporation of the Agent;
- (b) in the case of a corporation or limited liability company:
 - (i) the transformation of the Agent into a partnership or unincorporated firm;
 - (ii) any change in the legal nature of the Agent;

10.3.3 Processing

10.3.3.1 The Agent must provide:

- (a) Audited financial statements. If audited financial statements cannot be provided, the Agent must provide financial statements accompanied by a compliance certificate signed by a CEO, CFO or other equivalent executive;

- (b) Any other documentation necessary for the Global Financial Assessor (GFA) to conduct an assessment of the Agent post-change.

10.3.3.2 The GFA will assess the financial statements as per the applicable Local Financial Criteria and may conduct checks against the following tests to assess the risks associated with the change:

- (a) Viability of the business, including evolution of EBITDA and EBT
- (b) Capital structure of the Agent, including levels of debt
- (c) Liquidity ratio
- (d) Credit Losses and Agent ability to collect receivables
- (e) Potential operational disruptions following restructuring
- (f) Cash levels and distributions to shareholders
- (g) Efficiency of the business model post transition
- (h) Occurrence of indemnified events
- (i) Aggressiveness of expansion
- (j) Restructuring of the organisation's governance
- (k) Risk Events incurred

10.3.3.3 The GFA will assess the impact of the change on the financial standing of the Agent and assign a risk rating. If the risk rating is medium or high, the change will be recorded as a Risk Event in the Agent's Risk History assessment, and the provision of [section 5.3](#) of this Resolution will apply.

10.3.3.4 If the Agent is unable to provide audited financial statements or other documents required per the provisions set out in [section 10.3.3.1](#), then the Cash Conditions referred to in [section 5.8.2](#) will apply.

10.3.4 Other Changes Requiring a New Passenger Sales Agency Agreement

10.3.4.1 The following changes require the execution of a new Passenger Sales Agency Agreement and require the Agent to submit a Notice of Change before the change has taken place. If applicable, the Agent must also submit an application for accreditation in accordance with the provisions of [section 2](#) as soon as practicable given the nature of the change:

- (a) a change of accreditation type permitted in accordance with the provisions of [section 10.6](#);
- (b) a change of legal name in accordance with the provisions of [section 10.8.4](#);
- (c) a change of location type where the Head and Associate Entity are different legal entities, in accordance with the provisions of [section 10.9](#);
- (d) the sale of an Associate Entity by the Agent (“the transferor”) to another person who is not an Agent (“the transferee”), where the Associate Entity will no longer be included under the accreditation of “the transferor”, both the transferor and the transferee must jointly give notice to IATA;
- (e) a change of Head Entity location to another country for the Agent holding Standard Accreditation, in accordance with [section 10.10.3](#).

10.3.5 Processing

10.3.5.1 In accordance with the provisions of sections 10.3.1 to 10.3.4, upon receipt of the Notice of Change, IATA will:

- (a) countersign the Notice of Change which will have the same effect as a Passenger Sales Agency Agreement until the application for accreditation or change is approved or disapproved and actions are taken in accordance with section 10.4 or 10.5 as applicable;
- (b) publish details promptly to all BSP Airlines that such a Notice of Change has been received.

10.3.6 When the Agent undergoes a change specified under sections 10.3.1 to 10.3.4, the Agent is only required to provide a Notice of Change in respect of the Head Entity and each Associate Entity impacted. The information previously submitted in connection to the Associate Entities not impacted by the change will be considered unchanged.

10.3.7 When the Agent undergoes a change specified under sections 10.3.1 to 10.3.4 that also includes a change of name or location, all changes must be notified by the Agent in a single Notice of Change and IATA will process all changes as one application.

10.3.8 A Notice of Change, if executed by IATA, will take effect from the date when the change takes place. The previous Passenger Sales Agency Agreement will then terminate as at the date when the change takes place, without prejudice to the fulfilment of all obligations accrued prior to the date of termination.

10.4 FINAL APPROVAL BY IATA

10.4.1 If the accreditation requirements in this Resolution are satisfied, IATA will:

- (a) notify and sign a Passenger Sales Agency Agreement with the Agent. The Passenger Sales Agency Agreement will be effective from the date when the change took place in accordance with the provisions of section 10.4.1(b); and
- (b) notify all BSP Airlines accordingly and, when required, make any necessary amendment to the Agency List.

10.5 EFFECT OF DISAPPROVAL BY IATA

10.5.1 If IATA is:

- (a) unable to approve a change in accordance with this section 10;
- (b) unable to execute a Passenger Sales Agency Agreement with the Agent; and/or
- (c) the Agent fails to provide a Notice of Change to IATA in accordance with the provisions of section 10.11 and subsequently fails to revert to its previous approved state or submit the required Notice of Change.

IATA will:

- (d) in case of a change requiring a new Passenger Sales Agency Agreement, issue a Termination Notice to the

Agent removing the Agent from the Agency List and terminating the Passenger Sales Agency Agreement in accordance with the provisions of section 13 and, if applicable, issue a notice to the new owner notifying that the Notice of Change will no longer have effect as a Passenger Sales Agency Agreement;

- (e) in cases of a change not requiring a new Passenger Sales Agency Agreement, issue a Termination Notice to the Agent withdrawing any provisional approval that has been given, removing the Agent from the Agency List and terminating the Passenger Sales Agency Agreement in accordance with the provisions of section 13; and
- (f) in all cases:
 - (i) give the specific reasons for IATA's action in writing via the IATA Customer Portal;
 - (ii) notify all BSP Airlines accordingly; and
 - (iii) remove Ticketing Authority.

10.5.2 If the Agent receives a Termination Notice from IATA in accordance with section 10.5.1, the Agent may, within 30 days of the date of the Termination Notice, request that IATA reconsider the decision or in voke the procedures set out in Resolution 820e for review of IATA's action by the Travel Agency Commissioner.

10.5.3 Upon a request in accordance with section 10.5.2 for reconsideration by IATA or for review by the Travel Agency Commissioner in accordance with the provisions of Resolution 820e, the disapproval action will be stayed and the status quo restored pending the result of the reconsideration or of the review. The Travel Agent Commissioner will require that a Financial Security be provided as a condition for the stay.

10.5.4 In the case of a change of ownership, if the Agent notifies IATA that the change has been revoked, providing sufficient evidence correctly dated, and the Agent is restored in all respects to its previous ownership, IATA will reinstate the Agent's Passenger Sales Agency Agreement and, when applicable, reinstate Ticketing and notify the Agent and all BSP Airlines accordingly.

10.6 CHANGE OF ACCREDITATION TYPE

10.6.1 The following changes to accreditation type are permitted in accordance with the provisions of this section 10.6:

- (a) Standard Accreditation with Cash Facility to Standard Accreditation with no Cash Facility;
- (b) Standard Accreditation with no Cash Facility to Standard Accreditation with Cash Facility;
- (c) Multi-Country Accreditation to a Standard Accreditation with no Cash Facility;
- (d) Multi-Country Accreditation to a Standard Accreditation with Cash Facility; and
- (e) Standard Accreditation with or with no Cash Facility to a Multi-Country Accreditation.

10.6.2 In the event that the Agent wishes to change its accreditation type and the change is permitted under

section 10.6.1, the Agent must provide IATA with a Notice of Change.

10.6.3 IATA will determine whether the change of accreditation type can be approved in accordance with the provisions of section 2 of this Resolution. The requirements for changes of accreditation are detailed as follows:

Change of accreditation type		The Agent must:
From:	To:	
Standard Accreditation with Cash Facility	Standard Accreditation with No Cash Facility	<ul style="list-style-type: none"> Comply with the requirements for authorisation to use the Customer Card Payment Method in accordance with the provisions of section 2.6, if access to this Payment Method is requested.
Standard Accreditation with No Cash Facility	Standard Accreditation with Cash Facility	<ul style="list-style-type: none"> Comply with the requirements for authorisation to use the Cash Payment Method in accordance with the provisions of section 2.5.
Multi-Country Accreditation	Standard Accreditation with no Cash Facility	<ul style="list-style-type: none"> Execute a new Passenger Sales Agency Agreement for each Head Entity by country, and the provisions of section 10.3 will apply; Comply with the requirements for Standard Accreditation in accordance with the provisions of section 2.3 Comply with the requirements for authorisation to use the Customer Card Payment Method in accordance with the provisions of section 2.6, if access to this Payment Method is requested.

△

Multi-Country Accreditation	Standard Accreditation with Cash Facility	<ul style="list-style-type: none"> Execute a new Passenger Sales Agency Agreement for each Head Entity by country, and the provisions of section 10.3 will apply; Comply with the requirements for Standard Accreditation and authorisation to use the Cash Payment Method, in accordance with the provisions of section 2.3 and 2.5
Standard Accreditation with Cash Facility or Standard Accreditation with no Cash Facility	Multi-Country Accreditation	<ul style="list-style-type: none"> Not have incurred any Risk Event under section 4.2, type 3. Payment Default and/or type 10. Prejudiced collection of funds Execute a new Passenger Sales Agency Agreement for the Head Entity covering all the Agent's entities worldwide. Comply with the requirements for a Multi-Country Accreditation and authorisation to use the Cash Payment Method in accordance with the provisions of sections 2.4 and 2.5.

10.6.4 A change of accreditation type permitted under section 10.6.1(a) or section 10.6.1(b) does not by itself require execution of a new Passenger Sales Agency Agreement.

10.6.5 On request from IATA, the Agent must pay the applicable fee for the change of accreditation type requested, in accordance with the provisions of section 14.

10.6.6 If IATA approves the change of accreditation type, IATA will:

- (a) notify all BSP Airlines accordingly;
- (b) record the change of accreditation type on the Agency List; and
- (c) for a change in accreditation type permitted under section 10.6.1(a) and (c), if applicable, return any Financial Securities held by IATA to the Agent on a date which is the later of:
 - (i) the date on which All Amounts Owing have been remitted; and
 - (ii) 30 days after the date on which IATA approved the change of accreditation type

or at the request of the Agent, IATA may continue to hold the Financial Security to comply with the requirements for authorisation to use the Customer Card Payment Method.

10.6.7 If the Agent wishes to change its accreditation type to Standard Accreditation with no Cash Facility in accordance with sections [10.6.1\(a\)](#) and [10.6.1\(c\)](#), any Financial Security requirement applicable under section [5.10](#), will not consider the Agent's BSP Cash sales issued prior to such change.

10.6.8 If the change of accreditation type cannot be approved, IATA will disapprove the application and the Agent will continue to be accredited under its current accreditation type.

10.7 DEATH OF A SOLE OWNER OR OF MEMBER OF A PARTNERSHIP OR OTHER UNINCORPORATED FIRM

10.7.1 In the event of the death of the sole owner of the Agent, or of a member of a partnership or other unincorporated firm which is the Agent, the person entitled to represent the decedent's estate (in the case of a sole ownership) or the remaining member(s) of the partnership or other unincorporated firm (in the case of a partnership or other unincorporated firm) (**Surviving Party**), must promptly advise IATA using a Notice of Change at which time IATA will either:

- (a) remove the Agent's Ticketing Authority; or
- (b) execute a temporary Passenger Sales Agency Agreement in accordance with the provisions of section [10.7.2](#).

10.7.2 If the event involves the death of the sole owner of the Agent, or of a member of a partnership or other unincorporated firm which is the Agent, then in order to preserve the goodwill of the Agent as far as possible, IATA may, at the request of the Surviving Party, enter into a temporary Passenger Sales Agency Agreement with the Surviving Party, reinstate access to Ticketing Authority if already removed, and advise the BSP Airlines accordingly. The temporary Passenger Sales Agency Agreement will be in the same form and have the same effect as a Passenger Sales Agency Agreement except that:

- (a) if IATA at any time has reason to believe that the financial situation of the decedent's estate, the partnership or other unincorporated firm is unsatisfactory, IATA will remove Ticketing Authority, give the person entitled to represent the Surviving Party, a Termination Notice of the temporary Passenger Sales Agency Agreement and notify all BSP Airlines accordingly. The termination will take effect on a date that is not before the date specified in clause 13.2 of the Passenger Sales Agency Agreement. The estate, partnership or other unincorporated firm may within 30 days of the date of the Termination Notice invoke the procedures set out in [Resolution 820e](#) for review of the IATA's action by the Travel Agency Commissioner and may also apply for an interlocutory order staying the termination and restoring the status quo pending the outcome of the review. Before granting an interlocutory order under this Subpara-

graph, the Travel Agency Commissioner will require the estate, partnership or other unincorporated firm to provide a Financial Security in accordance with [Resolution 820e](#);

- (b) if prior to the date of termination of the temporary Passenger Sales Agency Agreement the decedent's estate or the partnership or other unincorporated firm submits evidence of a satisfactory financial situation in accordance with the applicable Local Financial Criteria or Multi-Country Financial Criteria, as applicable, the termination will not take effect and IATA will notify the Agent and all BSP Airlines that Ticketing Authority has been reinstated;
- (c) if the termination of the Passenger temporary Sales Agency Agreement takes effect, IATA will remove the Agent from the Agency List and notify the Surviving Party and all BSP Airlines accordingly. Upon receipt of such a notice, BSP Airlines will take the same action as required on removal of an Agent from the Agency List;
- (d) if the person entitled to represent the decedent's estate proposes to transfer or to confirm the transfer of the decedent's interest in the Agent to an heir, legatee or other person, or notifies that the decedent's interest is withdrawn from the partnership or other unincorporated firm, such a transfer or withdrawal will be deemed to be a change of ownership for the purposes of this section [10](#) and the signatory of the temporary Passenger Sales Agency Agreement and the transferee must jointly give notice to IATA in accordance with section [10.3](#) and thereafter the provisions of section [10.3](#) will apply; and
- (e) subject to earlier termination under the preceding provisions of this section [10.7.2](#), a temporary Passenger Sales Agency Agreement with the representative of the estate of a deceased sole owner will terminate if such a representative ceases to carry on the Agent's business at the Location covered by the temporary Sales Agency Agreement.

10.8 CHANGE OF LOCATION OR LEGAL NAME

10.8.1 If the Head Entity or an Associate Entity of the Agent moves to another location, the Agent must as far in advance as possible but in any case before effecting the move, provide IATA with a Notice of Change notifying the new address.

10.8.2 IATA may arrange for an inspection of the new location and will notify all BSP Airlines of the proposed new location. If the inspection report is favourable, the new location will be an approved location. If the investigation report is unfavourable, the new location will not be approved and IATA will give the Agent written Termination Notice of the Passenger Sales Agency Agreement or of removal from the Agency List in the case of an Associate Entity, specifying the date on which termination will be effective. This date will not be before the date specified in clause 13.2 of the Passenger Sales Agency Agreement, and IATA will notify all BSP Airlines accordingly. Such termination or removal will not take effect if, prior to the date of termination or removal, IATA is able to approve the application for change of location;

10.8.3 A change of location does not by itself require the execution of a new Passenger Sales Agency Agreement.

10.8.4 If the Agent changes its legal name, the Agent must as far in advance as possible but in any case before effecting the change (if it can legally do so), provide IATA with a Notice of Change.

10.8.5 IATA will determine whether the new legal name can be approved in accordance with the provisions of section 2.2.4.1. If the new name can be approved, IATA will process the change of name in accordance with the provisions of section 10.4.1. If the new name cannot be approved, IATA will disapprove the application, remove the Agent's Ticketing Authority and issue a Termination Notice in accordance with the provisions of section 10.5.1(b).

10.8.6 The Termination Notice will not take effect if, prior to the date of termination, the Agent reverts to its approved legal name or IATA is able to proceed with the application for change of legal name in accordance with the provisions of section 10.3.1.

10.8.7 A change of legal name requires the execution of a new Passenger Sales Agency Agreement.

10.8.8 If the Agent's application is disapproved, the Agent may, within 30 days of IATA's notice, invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner. The Agent may also apply for interlocutory order staying termination or removal pending the outcome of the review; in such case IATA will remove Agent's Ticketing Authority pending the outcome of the review, and notify the Agent and all BSP Airlines accordingly.

10.9 CHANGE OF ENTITY TYPE

10.9.1 In the event that the Agent wishes to change from Head Entity to Associate Entity, or vice versa, on the Agency List, the Agent must:

- (a) provide IATA with a Notice of Change, giving full details of the proposed change, and
- (b) on request from IATA, pay the appropriate fee, as provided for in accordance with the provisions of section 14.

10.9.2 IATA will determine if the change requested is of an administrative nature or one where the Head and Associate Entity are different legal entities;

10.9.3 If the former, IATA will record the change of location type in the Agency List and notify the Agent and all BSP Airlines accordingly;

10.9.4 If the latter, IATA will notify the Agent and proceed to process the change in accordance with the provisions in section 10.3.

10.10 CHANGE OF HEAD ENTITY LOCATION TO ANOTHER COUNTRY

10.10.1 When the Head Entity of an Agent moves to another country, the Agent must as far in advance as possible but in any case prior to effecting the move, submit a Notice of Change notifying IATA of the new address and other details including, but not limited to, new business number, new VAT or tax identification number, new telephone number, new email address.

10.10.2 For an Agent having Standard Accreditation with Cash Facility, IATA will undertake a financial review of the Agent to ensure that the Agent meets the requirements of the Local Financial Criteria applicable in the country of the Head Entity's new location prior to approving the change.

10.10.3 IATA will determine whether the change of Head Entity location can be approved in accordance with the provisions of section 2, and if approved, IATA will:

- (a) assign the Head Entity a new numeric code appropriate to the new country of location in accordance with [Resolution 822](#);
- (b) notify all BSP airlines accordingly;
- (c) except for changes of Head Entity location within the European Union, for an Agent holding Standard Accreditation, a Risk Event will be recorded in the Agent's Risk History in accordance with the provisions of section 4.2;
- (d) execute a new Passenger Sales Agency Agreement with the Head Entity in the new country.

10.10.4 If the change of Head Entity location cannot be approved, IATA will remove the Agent's Ticketing Authority and issue a Termination Notice in accordance with the provisions of section 10.5.1. The Agent may, within 30 days of IATA's notice, invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner. The Agent may also apply for an interlocutory order staying termination or removal pending the outcome of the review. Before any interlocutory order is granted, the Commissioner will require the Agent to provide a Financial Security in accordance with [Resolution 820e](#).

10.10.5 In the event that an Agent holding Standard Accreditation changes the location of its Head Entity from one country to another without prior notification to IATA, IATA will issue a Termination Notice and remove the Agent's Ticketing Authority pending review by IATA of the Agent's changed circumstances. IATA will determine if the Agent is in compliance with the Local Financial Criteria and any local legal requirements. The Agent will be required to submit a new application for accreditation and execute a new Passenger Sales Agency Agreement for its new market/region.

10.11 LATE NOTIFICATION OR ABSENCE OF NOTIFICATION OF CHANGE

10.11.1 If an Agent fails to provide a Notice of Change to IATA as required in accordance with the provisions of section 10.3, IATA will remove the Agent's Ticketing Authority and notify the Agent that the required Notice of Change must be provided to IATA within 5 days.

10.11.2 If within 5 days the Agent provides the required Notice of Change, the removal of Ticketing Authority will no longer apply.

10.11.3 If within 5 days the Agent does not submit the required Notice of Change or, if applicable, revert to its previous ownership, then IATA will issue a Termination Notice to the Agent in accordance with the provisions of section 10.5.1. Any future application from the Agent shall be processed in accordance with the provisions of section 2.

10.11.4 The Agent may within 30 days of the notice of removal of Ticketing invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner, and may also apply for an interlocutory order staying termination or removal pending the outcome of the review. Before any interlocutory order is granted, the Commissioner will require the Agent to provide a Financial Security in accordance with [Resolution 820e](#).

10.11.5 In the event of an Agent's late or absence of notification of a change of ownership, shareholding, legal name, legal entity or location, including change of Head Entity location to another country, IATA will charge the Agent a late notification fee.

Section 11—Reviews by the Travel Agency Commissioner

The jurisdiction of the Travel Agency Commissioner is set out in [Resolution 820e](#) as are the procedures for conducting reviews.

Section 12—Arbitration

12.1 FRAMEWORK FOR ARBITRATION

12.1.1 This section 12 sets out the requirements and procedure for the de novo review by arbitration of a Travel Agency Commissioner's decision pursuant to Resolution 820e.

12.2 RIGHT TO ARBITRATION

12.2.1 Any party to a dispute settled in accordance with Resolution 820e shall have the right to submit the Travel Agency Commissioner's decision to de novo review by arbitration in accordance with this section 12.

12.2.2 Where the Travel Agency Commissioner has granted interlocutory relief, such relief and any Financial Security must remain in effect pending the award of the arbitrator(s). The arbitrator(s), however, will have the power to vary the terms of the Financial Security as they deem appropriate including requesting an increased amount of Financial Security from the party requesting a review by arbitration ("Appellant").

12.3 AGREEMENT TO ARBITRATE

12.3.1 All disputes arising out of, or in connection with, a decision of a Travel Agency Commissioner (a "Decision") will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules and judgment upon the award may be entered in any Court of competent jurisdiction.

12.3.2 Unless otherwise agreed by the parties, the language of the arbitration will be English, but at the request of a party, documents and testimony will be translated into the native language of the requesting party.

12.3.3 The place of arbitration will be in the country where the Agent is located or the location specified in the application submitting the decision to review by arbitration, as the case may be, unless otherwise agreed by the parties. Notwithstanding the foregoing, if the laws of that country are in conflict with the effect of section 12.3.5, then:

- (a) in the case of a Decision rendered with respect to Area 1, the place of arbitration will be, at the election of the Appellant, either Montreal, Quebec, Canada or Miami, Florida, USA;
- (b) in the case of a Decision rendered with respect to Area 2, the place of arbitration will be Geneva, Switzerland; and
- (c) in the case of a Decision rendered with respect to Area 3, the place of arbitration will be, at the election of the Appellant, either Singapore or Sydney, Australia.

12.3.4 The award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which the award is based.

12.3.5 The award will be final and conclusively binding on the parties and will be complied with in accordance with its terms.

12.4 COMMENCEMENT OF ARBITRATION

12.4.1 An arbitration pursuant to this Section 12 will be commenced no later than thirty (30) calendar days from the date of the Travel Agency Commissioner's decision.

Section 13—Removal of Accreditation

13.1 FRAMEWORK FOR REMOVAL OF ACCREDITATION

13.1.1 Grounds for Removal of Accreditation by IATA

13.1.1.1 IATA may remove the Agent's Accreditation and terminate the Passenger Sales Agency Agreement in the following circumstances:

- (a) where the Agent has incurred a Risk Event(s) or Administrative Non-Compliance in circumstances where this Resolution requires IATA to terminate the Passenger Sales Agency Agreement;
- (b) in the case of a continued Force Majeure, as described in section 13.2.3 below;
- (c) in the event of the Agent's bankruptcy, insolvency or similar situation, as described in section 13.2.4 below;
- (d) where the Agent uses its Accreditation in a manner detrimental to the good standing of IATA, as described in section 13.2.5 below;
- (e) in the event of a material misstatement by the Agent as described in section 13.2.6 below; or
- (f) in the case of a change with respect to the Agent where section 10.5.1 applies.

13.1.2 Process for Removal of Accreditation

13.1.2.1 The general process for removal of Accreditation is set out in section 13.4 below. The general process is subject to any specific provisions for the removal of Accreditation.

13.1.3 Voluntary Relinquishment of Accreditation by Agent

13.1.3.1 The Agent may request voluntary relinquishment of its Accreditation, as described in section 13.6.

13.2 GROUNDS FOR REMOVAL OF ACCREDITATION BY IATA

13.2.1 Risk Events and Administrative Non-Compliances

13.2.1.1 Where the Agent has incurred a Risk Event or an Administrative Non-Compliance in circumstances where this Resolution requires IATA to terminate the Passenger Sales Agency Agreement, IATA will issue a Termination Notice to the Agent.

13.2.2 Non-payment of Agency Fees

13.2.2.1 Where the Agent fails to pay the annual agency fee by the due date in accordance with the provisions of section 14 IATA will issue a Termination Notice to the Agent.

13.2.3 Force Majeure

13.2.3.1 The Agent will not be liable for delay or failure to comply with the terms of its Passenger Sales Agency Agreement to the extent that such delay or failure:

- △ (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the reasonable control of the Agent; and
- (ii) is not the result of the Agent's lack of reasonable diligence, (an "excusable delay"). In the event an excusable delay continues for seven days or longer, the Agency Administrator may terminate this Agreement by giving the Agent whose performance has failed or been delayed by the excusable delay at least thirty days' prior written notice of such election to terminate.

13.2.4 Bankruptcy, Insolvency and Similar Situations

13.2.4.1 When the Agent is declared bankrupt, insolvent, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal procedure affecting its normal operation, IATA will, subject to any local law requirements in the country of the Head Entity and/or any Associate Entity, issue a Termination Notice to the Agent.

13.2.4.2 When an Associate Entity is declared bankrupt, insolvent, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal procedure affecting its normal operation, IATA may, subject to any local law requirements in the country of that Associate Entity, issue a Termination Notice to the Agent.

13.2.5 Conduct Detrimental to the Good Standing of IATA

13.2.5.1 Despite section 4 of Resolution 824, when IATA considers, on the basis of evidence received or obtained, that the Agent has or continues to use its Accreditation to engage in, and profit from activities which, if associated with IATA, may prove detrimental to the good standing of IATA, IATA will issue a Termination Notice to the Agent.

13.2.6 Material Misstatement by the Agent

13.2.6.1 If at any time:

- (a) IATA becomes aware that the Agent's application for Accreditation contained a material statement that was inaccurate, incomplete or misleading in respect of any requirements for Accreditation referred to in sections 2 and 3; or
- (b) IATA becomes aware that the Agent has materially misrepresented its financial standing and has written evidence of the misrepresentation which can be verified,

IATA will issue a Termination Notice to the Agent.

13.2.7 Changes with Respect to the Agent in Circumstances where Section 10.5.1 Applies

13.2.7.1 Where a change with respect to the Agent has occurred and either section [10.5.1](#) or [10.11](#) applies, IATA will issue a Termination Notice to the Agent.

13.3 IMMEDIATE REMOVAL OF TICKETING AUTHORITY

13.3.1 Where IATA issues a Termination Notice to the Agent, IATA will immediately remove the Agent's Ticketing Authority, unless otherwise specified under the provisions of this Resolution.

13.3.2 IATA will notify all BSP Airlines if IATA removes the Agent's Ticketing Authority or approval to use an Authorised Payment Method.

13.4 PROCESS UPON ISSUE OF A TERMINATION NOTICE

13.4.1 Process of Removal by IATA

13.4.1.1 Unless expressly specified otherwise in this Resolution, once a Termination Notice has been issued by IATA to the Agent and subject to the grant of an interlocutory order referred to under section [13.4.3](#), the following process applies:

- (a) IATA will immediately notify all BSP Airlines of the issue and details of the Termination Notice;
- (b) IATA will remove the Agent's Ticketing Authority; and
- (c) IATA will remove the Agent (including any Associate Entities) from the Agency List on the effective date of the Termination Notice as set out in section [13.4.2](#).
- (d) IATA will notify the relevant credit reporting agencies and the Airlines Reporting Corporation of any outstanding amounts owed on the effective date of the Termination Notice as set out in section [13.4.2](#).

13.4.2 Effective Date of Termination Notice

13.4.2.1 The effective date of a Termination Notice is the later of:

- (a) the date on which the Agent is to be removed from the Agency List in accordance with any applicable notice period under section [13.2](#); and
- (b) the last day of the month following the month in which the Termination Notice is given.

13.4.3 Right of Review

13.4.3.1 Unless expressly specified otherwise in this Resolution, the Agent may invoke the procedures set out in [Resolution 820e](#) to apply for a review of IATA's decision to issue a Termination Notice by the Travel Agency Commissioner within 30 days of the date of the Termination Notice.

13.4.3.2 Unless expressly specified otherwise in this Resolution, such application for review may also include an application for an interlocutory order staying the

Termination Notice, provided that such application can be, and is, made prior to the effective date of the Termination Notice.

13.4.3.3 The Travel Agency Commissioner may require that a Financial Security in accordance with the provisions of [Resolution 820e](#) be provided to IATA as a condition for the stay related to any Termination Notice issued by IATA. Upon receipt of the Financial Security from the Agent, IATA will temporarily reinstate the Agent's Ticketing Authority and otherwise preserve the status quo pending the outcome of the travel Agency Commissioner's review.

13.5 REMEDIATION OF GROUNDS FOR ISSUE OF TERMINATION NOTICE

13.5.1.1 Unless expressly specified otherwise in this Resolution, if prior to the effective date of a Termination Notice:

- (a) the Agent remedies the grounds for such removal to the satisfaction of IATA; and
- (b) IATA is otherwise satisfied that the Agent can be relied upon to comply with the terms of the Passenger Sales Agency Agreement and this Resolution.

then:

- (c) the removal of the Agent from the Agency List and termination of the Passenger Sales Agency Agreement will not take effect; and
- (d) the Agent's Ticketing Authority will be reinstated.

13.6 RELINQUISHMENT OF ACCREDITATION OR BSP AIRLINE APPOINTMENT BY THE AGENT

13.6.1 Relinquishment of Accreditation

13.6.1.1 The Agent may voluntarily relinquish its accreditation at any time by giving written notice to IATA.

13.6.1.2 For the purposes of clause [13.2](#) of the Passenger Sales Agency Agreement, the relinquishment notice has the effect of a Termination Notice. The effective date of the relinquishment notice must be a date that is not before the date specified in clause [13.2](#) of the Passenger Sales Agency Agreement.

13.6.1.3 Once a relinquishment notice has been received by IATA from the Agent, the following process applies:

- (a) IATA will immediately remove the Agent's Ticketing Authority;
- (b) IATA will immediately notify all BSP Airlines of the relinquishment including details of the relinquishment notice and removal of the Agent's Ticketing Authority;
- (c) IATA will remove the Agent (including any Associate Entities) from the Agency List on the effective date of the relinquishment notice.

13.6.2 Relinquishment of BSP Airline Appointment

13.6.2.1 If the Agent voluntarily relinquishes a BSP Airline's appointment, it must so notify the respective BSP Airline in writing.

13.7 ACCRUED RIGHTS AND OBLIGATIONS CONTINUE

13.7.1 Removal of the Agent from the Agency List and termination of its Passenger Sales Agency Agreement will be without prejudice to fulfilment by the Agent and each of the BSP Airlines having the Agent under appointment, of all obligations accrued up to and including the effective date of a Termination Notice or relinquishment notice.

Section 14—AGENCY FEES

14.1 FRAMEWORK FOR AGENCY FEES

14.1.1 This section 14 establishes the process for the charging of Agency fees.

14.2 APPLICATION OF AGENCY FEES

The application of the Agency Fees are set out in Resolution 812 [Attachment "H"](#).

14.2.1 Annual Agency Fees

14.2.1.1 For the purpose of determining the annual fee amount applicable to the Agent, IATA will compute all gross sales processed through the BSP in the 12 month period ending in June of the year prior to the annual fee period being billed. Sales will be calculated by adding all reporting periods included in the applicable months.

14.2.1.2 In accordance with the provisions of section 2.9.2, an application for Accreditation includes a first annual agency fee covering the year of application for the amount of CHF 200 for both Standard Accreditation with and with no Cash Facility types for or CHF 48,000 for Multi-Country Accreditation.

To determine the amount to be paid for subsequent years, the Agent's BSP gross sales will be considered as follows:

- (a) Small—up to USD 200,000 gross annual sales
- (b) Medium—USD 200,001—USD 2,000,000 gross annual sales
- (c) Large—more than USD 2,000,000 gross annual sales

14.2.2 Lack of Compliance in Reporting Major Changes

14.2.2.1 For the purpose of assessing non-compliance to report a major change within the mandatory period, major changes consist of those relating to the ownership/structure of the Agent (change of ownership, legal entity, legal name and shareholding).

14.2.3 Change of Accreditation Type

14.2.3.1 In the event that the Agent changes ownership, which results in a change of accreditation type, the difference in application fees will be charged to the new owner.

14.2.4 Agency Fees Governance

14.2.4.1 Agency fees shall be determined by Conference.

14.3 INVOICING

14.3.1 Except in respect of the first annual fee payment which must be settled upon application, annual agency fees for each calendar year will be due no later than December 1 of the preceding year in accordance with the instructions provided by IATA. Invoices for such fees will be issued by IATA for collection through the BSP, except where this is not operationally feasible payment will be due within 30 days of the date of issue. All fees will be listed and established in Swiss Francs (CHF) and will be invoiced in the currency of collection.

14.4 NON-PAYMENT OF ANNUAL, APPLICATION OR ADMINISTRATIVE FEES

14.4.1 Failure by the Agent to pay the annual agency fee or any administrative fee levied in accordance with this Resolution by the due date constitutes an Administrative Non-Compliance, and the provisions set out in section 3.3 will apply.

14.5 USE OF AGENCY FEES

14.5.1 Agency fees collected by IATA will be expended by the Director General in accordance with directives given by the Board of Governors of IATA to administer the Agency Programme.

14.6 CHARGES

14.6.1 Any other cost recovery charges to be levied on the Agent are detailed in Resolution 812 section 6.6.2.

Section 15—Indemnities and Waiver

15.1 Subject to 15.2, the Agent agrees to indemnify and hold harmless the BSP Airline, its officers and employees from all damages, expenses or losses incurred or suffered by any of them arising from the loss, robbery, theft, burglary, fraudulent issue or misuse of Standard Traffic Documents assigned to the Agent pursuant to this Resolution 812.

15.2 The Agent will be relieved of liability under section 15.1 in respect of any damage, expense or loss incurred or suffered by the BSP Airline, its officers or employees resulting if the Agent can demonstrate that at the material time it met the minimum security standards prescribed in section 8, the loss, robbery, theft, burglary, fraudulent issue or misuse of Standard Traffic Documents was immediately reported in accordance with the requirements of section 8 and the fraudulent issue or misuse of such Standard Traffic Documents resulted solely from the action of persons other than the Agent, its officers or employees.

15.3 The Agent recognises that BSP Airlines (whether acting individually or collectively) and IATA are required to issue notices, give directions and take other action pursuant to this and other applicable Resolutions, including Notices of Adjusted Risk Events, Notices of Payment Default, notices of alleged violations and termination, and notices removing an Agent from the Agency List. The Agent waives any and all claims and causes of action against any BSP Airline, IATA and any of their officers and employees (including the Director General and the Agency Administrator) for any loss, injury or damage (including damages for libel, slander or defamation of character) arising from any notice issued, direction given or any other act done or omitted to be done in good faith in connection with the performance of any of their duties or functions under these and other applicable Resolutions and indemnifies each of them against such claims by the Agent, its officers, its employees and any other person acting on the Agent's behalf.

RESOLUTION 812

Attachment 'A'

(Intentionally Left Blank)

RESOLUTION 812

Attachment 'B'

APPLICATION FORM FOR ACCREDITATION AS AN IATA PASSENGER SALES AGENT

RESOLVED that, the following standard form shall be used in connection with the Passenger Sales Agency Rules.

The information requested below is required by IATA to assist in determining the eligibility of the Applicant for inclusion on the IATA Agency List. Type or print clearly the answers to all questions on this form. Where additional space is required, or where you wish to supplement your answer and there is insufficient space, attach to this form additional sheets containing the data. Retain a copy of this application for your permanent records at the agency location.

Note: A separate form is required for each agency entity for which approval is sought.

Section 1—Identification of Agency for which Approval Requested

1.1 Legal name:

1.2 Trade name, if different from 1.1 above:

1.3 Full address and telephone number of the office for which application for approval is made:

1.3.1 Web site address (URL) (if any):

1.4 If registration and/or licence is required by law in your country, give:

1.4.1 the trade registration or licence number of the agency;

1.4.2 the date this was granted;

1.4.3 please attach a copy of the official certificate of registration and/or licence.

1.4.4 Date on which the office for which approval is sought opened as a travel agency.

1.5 VAT or Tax Identification Number:

1.6 Business email address:

Section 2—General Information

2.1 Is approval sought for:

2.1.1 a Head Entity with Standard Accreditation with no Cash Facility: Yes No

2.1.2 a Head Entity with Standard Accreditation with Cash Facility: Yes No

2.1.3 an Associate Entity: Yes No

2.1.4 Multi-Country Accreditation: Yes No

If Yes:

2.1.4.1 give name, address, telephone number, e-mail address and IATA Numeric Code of IATA Approved Head Entity (if any)

2.1.5 an Associate Entity: Yes No

If Yes:

2.1.6 give name, address, telephone number, e-mail address and IATA Numeric Code of IATA Approved Head Entity (if any);

2.1.7 attach completed certificate as specified in [Appendix ‘C’](#) for each proposed Associate Entity

2.1.8 Is authorisation sought for the Customer Card Payment Method: Yes No

2.2 Specify legal entity:

sole proprietorship partnership

limited liability company other (describe)

2.3 If your travel agency is owned by an organisation other than the Head Entity mentioned above, answer the following with respect to the parent organisation:

2.3.1 What is its legally registered name and address?

2.3.2 What is the principal business of this organisation?

Section 3—Financial Information of Applicant

For Applicants seeking Standard Accreditation with Cash Facility, or Multi-Country Accreditation, as applicable:

3.1 Attach a copy of your current financial statements, e.g. balance sheet and profit and loss account, and other documentation as required by Local Financial Criteria or Multi-Country Financial Criteria.

For Applicants seeking Standard Accreditation with no Cash Facility:

3.2 Attach a copy of your latest financial or tax statements.

Section 4—Business Entity of Agency

4.1 If **SOLE OWNER**:

Name:

Address, Telephone Number, Fax Number and E-mail Address:

% of time devoted to the agency business:

4.2 If **PARTNERSHIP**:

Name(s) and Title(s) of Partner(s):

Address(es), Telephone Number(s), Fax Number(s) and E-mail Address(es):

% of time devoted to the agency business:

Financial Interest %:

4.3 If **CORPORATION**:

4.3.1 When and where incorporated:

4.3.2 Disclosure of full corporate structure.

Section 5—Details of Owners and Managers of Agency

5.1 Attach a list setting forth the names of owners and managerial personnel giving details as follows:

5.1.1 Name

5.1.2 Position or title:

5.1.3 Date joined agency location for which approval is sought:

5.2 If any of the questions below are answered in the affirmative, give the name(s) of the agency or agencies and location(s) involved, the relationship of the individual(s) with the agency or agencies, the date of the bankruptcy or default and all pertinent details:

5.2.1 Have you, or any person who is a director of, or who holds a material financial interest or a position of management in the Applicant currently or previously been involved in any fiduciary breach or crime, or subject to bankruptcy proceedings, or been a director of or had a financial interest or held a position of management in an Agent which has been removed from the Agency List or is currently subject to review or default action by IATA for non-compliance with the conditions of its Accreditation?

Yes No

Section 6—Security of Standard Traffic Documents

In the event of an inspection, the Applicant will be required to provide evidence that it meets the security requirements for issuance of Standard Traffic Documents, in accordance with the provisions of section 8 of Resolution 812.

Additionally, for authorisation to use the Customer Card Payment Method, the Applicant will be required to demonstrate its compliance with the Payment Card Industry (PCI) Data Security Standards as referenced in section 7 of Resolution 890.

The applicant understands and agrees that, upon the approval of their application and in the event of any future change requiring a new Passenger Sales Agency Agreement as set forth in the Passenger Sales Agency Rules, the applicant accepts the liability for any outstanding Billing which has either not yet been remitted to IATA, or where the related Remittance Date has still to be reached, whichever event occurs last; until IATA has been notified of the date that the Change of Ownership takes place, through the submission of a Notice of Change shown as an attachment in the applicable Sales Agency Rules, and such Change of Ownership takes effect.

Section 7—Other Information

7.1 Is the agency a General Sales Agent for any IATA or non-IATA airline?

Yes No If yes, specify:

7.1.1 Name(s) of airline(s):

7.1.2 Scope of operation:

7.1.3 GSA territory:

7.2 Provide the names of individuals authorised to sign, on behalf of the applicant, documents which relate to the day-to-day operation of the travel agency:

7.3 Is your agency an IATA Registered Cargo Agent?

Yes No

If so, name under which it is registered:

IATA Numeric Code:

7.4 Is your agency an IATAN (International Airlines Travel Agent Network) Accredited Agent?

Yes No

If so, name under which it is Accredited:

IATA Numeric Code:

7.5 Please indicate the GDS(s) with which you have signed a contract:

In absence of contract with GDS, kindly confirm you carry only NDC transactions with Airlines, and provide IATA with one (1) letter of recommendation from an IATA Member Airline.

I hereby certify that the foregoing statements (including statements made in any attachment hereto) are true and correct to the best of my knowledge and belief, and that I am authorised by the organisation identified in the answer to 1.1 above to make these statements and file this document.

It is hereby agreed that this application shall become a part of every Passenger Sales Agency Agreement signed with Members of IATA for the sale of international air passenger transportation, and as such, all information contained herein will be treated as confidential (excluding the information contained in section 1). Notwithstanding the foregoing, the applicant authorises IATA, and represents that it has obtained meaningful consent of each Person listed in this application, to use and process the information contained in sections 1, 2.1, 2.2, 2.3, 4, 5.1.1 and 5.1.2, in order to produce and distribute databases to be used by travel industry participants.

The Applicant hereby expressly waives any and all claims, causes of action or rights to recovery and agrees to indemnify and hold harmless IATA or any of its Members, their officers, employees, agents or servants, for any loss, injury or damage based upon libel, slander or defamation of character by reason of any action taken in good faith pursuant to this application, including but not limited to a notice of disapproval.

The Applicant understands and agrees that if the application for Accreditation as an IATA Agent is disapproved, he will not claim any commission, remuneration or compensation for the sale of air transportation over the services of any IATA Member during the period the application was under consideration.

The Applicant understands and agrees to pay the application, entry and annual fees, in the amounts determined by the Conference in consultation with the Director General, and as advised by the Agency Administrator, for inclusion and retention on the Agency List. If the application is rejected, the entry and initial annual agency fees shall be returned to the applicant.

.....
(Signature)

.....
(Name of Applicant/Sole Owner)

.....
(Title)

.....
(Country)

.....
(Date)

.....
(Signature)

.....
(Name of Partner)

.....
(Title)

.....
(Country)

.....
(Date)

.....
(Signature)

.....
(Name of Partner)

.....
(Title)

.....
(Country)

.....
(Date)

GOVERNMENT RESERVATIONS

UNITED STATES

In Order 73-8-115 dated 23 August 1973, the Civil Aeronautics Board approved Resolution 810q (except USA) (now 812 Attachment A) subject to the condition that such approval shall not extend to agencies located in the United States.



RESOLUTION 812

Attachment 'C'

NOTICE OF CHANGE

IATA NUMERIC CODE:

□ □ □ □ □ □ □ □

LEGAL NAME:

TRADE NAME:

AGENCY FULL ADDRESS:

TELEPHONE NO.:

FAX NO.:

EMAIL:

WEBSITES:

ACCREDITATION TYPE: **Standard Accreditation with/with no Cash Facility/Multi-Country Accreditation**

Pursuant to the provisions of the Passenger Sales Agency Rules we hereby give notice of the following change(s) in the legal entity or ownership of the above-named IATA Agent as a consequence of contractual arrangements or negotiations:

1. FOR CHANGES OF ACCREDITATION TYPE, PLEASE INDICATE THE APPLICABLE CHANGE BELOW							
(a) Standard Accreditation with Cash Facility TO Standard Accreditation with no Cash Facility							
(b) Standard Accreditation with no Cash Facility TO Standard Accreditation with Cash Facility							
(c) Multi-Country Accreditation TO Standard Accreditation with no Cash Facility							
(d) Multi-Country Accreditation TO Standard Accreditation with Cash Facility							
(e) Standard Accreditation with or with no Cash Facility TO a Multi-Country Accreditation							
For changes to Standard Accreditation with no Cash Facility, please indicate if authorisation to use the Customer Card Payment Method is requested: Yes <input type="checkbox"/> No <input type="checkbox"/>							
2. SPECIFY TYPE OF ENTITY: (SOLE PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP, LIMITED LIABILITY COMPANY, OTHER)							
PREVIOUS STATUS				STATUS AFTER CHANGE			
3. NAME(S) OF OWNER/PARTNERS/SHAREHOLDERS, ADDRESS, TELEPHONE, FAX, & EMAIL, TIME DEVOTED TO THE AGENCY BUSINESS AND % FINANCIAL INTEREST IN CASE OF CORPORATION, PARTNERSHIP OR OTHER:							
NAME OF OWNER/PARTNERS/SHAREHOLDERS	ADDRESS, TELEPHONE, FAX & EMAIL	%TIME DEVOTED TO AGENCY	%FINANCIAL INTEREST	NAME OF OWNER/PARTNERS/SHAREHOLDERS	ADDRESS, TELEPHONE, FAX & EMAIL	%TIME DEVOTED TO AGENCY	%FINANCIAL INTEREST
4. IF CORPORATION LIST:							
(a) ISSUED SHARED CAPITAL:							
(b) PAID-UP CAPITAL:							
(c) NAMES OF ALL OFFICERS AND DIRECTORS: (PLEASE INDICATE EACH LOCATION MANAGER)							
5. IF REGISTRATION AND/OR LICENSE IS REQUIRED BY LAW IN YOUR COUNTRY GIVE THE BELOW INFORMATION AFTER THE CHANGE/UNDER NEW OWNERSHIP.							
(a) THE TRADE REGISTRATION OR LICENSE NUMBER OF THE AGENCY:							
(b) THE DATE THIS WAS GRANTED							
6. IF YOUR TRAVEL AGENCY IS OWNED BY AN ORGANISATION OTHER THAN THE HEAD ENTITY, ANSWER THE FOLLOWING WITH RESPECT TO THE PARENT ORGANISATION. PLEASE INCLUDE IN AN ATTACHMENT THE FULL CORPORATE STRUCTURE:							
(a) WHAT IS ITS LEGALLY REGISTERED NAME AND ADDRESS?							
(b) WHAT IS THE PRINCIPAL BUSINESS OF THIS ORGANIZATION?							

7.	WILL THE COMPANY OPERATE AS AN ONLINE AGENT UNDER NEW STATUS? IF SO, PLEASE SPECIFY URL ADDRESS(ES) OF ALL WEBSITE(S) PROVIDING SALES STANDARD TRAFFIC DOCUMENTS.						
8.	IS YOUR AGENCY IATA REGISTERED CARGO AGENT? IF SO, PLEASE STATE THE IATA CODE UNDER WHICH IT IS REGISTERED:						
9.	WILL THIS CHANGE AFFECT THE HEAD ENTITY AND/OR ASSOCIATE ENTITY(IES)? PLEASE PROVIDE DETAILED EXPLANATION.						
10.	WILL THIS CHANGE AFFECT THE MANAGERS AND STAFF AT THE APPROVED LOCATIONS UNDER THIS CHANGE? IF SO, GIVE DETAILS.						
11.	HAVE ANY OF THE NEW OWNERS, OFFICERS (DIRECTORS), MANAGERS OR ANY INDIVIDUAL HAVING AUTHORISATION TO ACT OR SIGN BEHALF OF SUCH FIRM BEEN INVOLVED IN BANKRUPTCY OR DEFAULT PROCEEDINGS? IF SO, GIVE DETAILS.						
12.	WILL THE CHANGE OF OWNERSHIP CAUSE DIRECT OR INDIRECT RELATIONSHIP WITH AN ORGANISATION HOLDING GSA APPOINTMENT FROM A MEMBER? IF SO, PLEASE PROVIDE FURTHER DETAILS.						
13.	LEGAL NAME, TRADING NAME AND FULL ADDRESS OF THE AGENT AFTER THE CHANGE/UNDER NEW OWNERSHIP.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;">LEGAL NAME:</td> <td style="width: 50%; vertical-align: top;">TEL:</td> </tr> <tr> <td style="vertical-align: top;">TRADING NAME:</td> <td style="vertical-align: top;">E-MAIL:</td> </tr> <tr> <td style="vertical-align: top;">ADDRESS:</td> <td></td> </tr> </table>	LEGAL NAME:	TEL:	TRADING NAME:	E-MAIL:	ADDRESS:	
LEGAL NAME:	TEL:						
TRADING NAME:	E-MAIL:						
ADDRESS:							
14.	PLEASE INDICATE IF THE ANSWER TO (13) ABOVE REPRESENTS A CHANGE OF NAME OR LOCATION OR BOTH.						
15.	WILL SUCH CHANGE AFFECT ALL APPROVED LOCATIONS? IF NOT, PLEASE PROVIDE DETAILED EXPLANATION.						
16.	EFFECTIVE DATE OF CHANGE.						
17.	PLEASE ADVISE WHICH GDS(S) USED.						

The Transferor has informed the Transferee of the need to comply with the provision of the Passenger Sales Agency Rules if the Transferee wishes to be entered on the IATA Agency List as an Accredited Agent. Approval may be granted only if the Transferee complies in all respects with the requirements of the Passenger Sales Agency Rules.

In accordance with one of the requirements of the Passenger Sales Agency Rules, the Transferee hereby undertakes that it accepts joint and several liability with the Transferor for any outstanding obligation of the Transferor under its Sales Agency Agreement as at the date the transfer of ownership takes place.

Where the Transferor is employed by, or retains a financial or beneficial interest, directly or indirectly, in the agency following the change of ownership, the undersigned Transferee knows and hereby agrees to accept responsibility for any violation by the Transferor of his Sales Agency Agreement which may have occurred within a period of two years immediately prior to the change of ownership as if such violation were a violation of the Transferee's Sales Agency Agreement.

It is hereby agreed that this Notice of Change shall become a part of every Sales Agency Agreement signed with Members of IATA for the sale of international air passenger transportation, and as such, all information contained herein will be treated as confidential (excluding the information contained in the preamble to this Notice of Change). Notwithstanding the foregoing, the Applicant authorises IATA, and represents that it has obtained meaningful consent of each Person listed in this application to use and process the information for use by travel industry participants.



Passenger Agency Conference Resolutions Manual

Authorised Signature of Agent (Transferor)

Authorised Signature of Transferee (In case of corporation or sole owner)

Print/Type Name

Print/Type Name

Title/Position

Title/Position

Signature of Witness & Date

Signature of Witness & Date

In case of partnership:

Authorised signature of Partner

Authorised signature of Partner

Print/Type Name

Print/Type Name

Title/Position

Title/Position

Signature of Witness & Date

Signature of Witness & Date

RECEIVED AND ACKNOWLEDGED:

.....

IATA Agency Administrator

Dated:

RESOLUTION 812**Attachment ‘D’****VOLUNTARY MORE FREQUENT REMITTANCE REQUEST**

IATA Numeric Code:

Legal Name:

Country:

Reference is made to the Passenger Sales Agency Agreement (PSAA) signed by the above-mentioned travel agent (the Agent) and, through IATA, each IATA Member and Airline participating in the Billing and Settlement Plan (BSP) which has appointed the Agent pursuant to the ‘Sales Agency Rules’ incorporated by reference in the PSAA.

In my capacity as an Authorized Signatory of the Travel Agent, this is to declare that the Agent has agreed to report all Accountable Transactions and to settle all amounts due in respect of such transactions at a greater frequency than the standard Remittance Frequency in the BSP, in accordance with the procedures laid down in IATA Resolutions Reporting and Remitting Rules and the Sales Agency Rules.

The Agent shall report all Accountable Transactions as per the Reporting Schedule and shall settle all amounts due <Choose an item.>.

The Adjusted Risk Event and Default provisions of the applicable Resolution shall be applicable in the event the Agent fails to comply with the aforementioned settlement schedule.

In virtue of the above, I am authorizing IATA to proceed with the voluntary more frequent remittance change.

Sincerely,

Authorized Person

(Name & Signature)

RESOLUTION 812

Attachment 'E'

MULTI-COUNTRY FINANCIAL CRITERIA

1. GENERAL RULES

1.1 To be eligible for Multi-Country Accreditation, the Agent must apply for and maintain accredited locations in multiple countries governed by [Resolution 812](#).

1.2 The Agent may not include under its Multi-Country Accreditation locations in countries governed by [Resolution 800](#).

1.3 The Agent holding Multi-Country Accreditation must comply with the provisions of [Resolution 812](#). In addition, the Agent must comply with all applicable local accreditation and legal requirements in those countries where it maintains accredited locations.

2. FINANCIAL EVALUATION

Annual Assessment

2.1 The Agent must undergo at least one complete assessment annually under the Assessment Framework ([Appendix A](#)).

2.2 To conduct this annual assessment, the Agent must, within six months of the Agent's financial year-end, provide to IATA, or the appointed by IATA:

- (a) Consolidated financial statements for the Head Entity. The financial statements must be audited, and prepared in accordance with globally accepted accounting standards such as International Accounting Standards (IAS) or International Financial Reporting Standards (IFRS);
- (b) Any internal documentation required to assess the criteria defined in the Assessment Framework, including the operational review section of the framework.

2.3 The Global Financial Assessor (GFA) will assess the financial standing of the Agent in accordance with the criteria established under each of the different sections in [Appendix A](#).

2.4 If the Agent is unable to provide the necessary documentation or evidence to enable the process for the GFA to sufficiently assess a criterion, the provisions and consequences set out in section [5.4.5](#) will apply.

2.5 Where the Agent is a publicly traded company or is otherwise unable to disclose specific information to the GFA, the GFA may propose an alternative measurement. In any case, the Agent may request IATA and/or GFA to be a party to a non-disclosure agreement.

2.6 With the agreement of the Agent, the GFA may arrange an on-site visit to gather any additional information or assess the documentation provided. Any costs incurred for the GFA to conduct such visit will be assumed by the Agent.

2.7 The Agent's Financial Assessment is based on a "pass" or "fail" result. Some ratios are considered "key" (for the list of key ratios refer to [Appendix A](#)) and failing any single key ratio results in a "fail" for the corresponding section. Other ratios are "standard" and failing 3 or more standard ratios within a single section, results in a "fail" for the corresponding section. To pass the annual Financial Assessment, the Agent must pass all sections.

2.8 When the GFA determines that an Agent failed the Financial Assessment, IATA shall inform immediately the Agent in writing of conditions as are deemed appropriate to be complied by the Agent by a specified date including the provision of a Financial Security per section [3](#) below.

Quarterly Assessment

2.9 For the remaining three quarters of the year, the Agent's Risk Score will be re-assessed by the GFA.

2.10 To undergo the quarterly assessment, the Agent must submit quarterly financial statements and any other documentation required to conduct the assessment. The quarterly financial statements provided must be managerial accounts or copies of financial statements submitted to the government or regulators and be duly certified by the CEO or CFO of the Agent. These financial statements must be compliant with globally accepted accounting standards, or in an otherwise acceptable format to the GFA.

2.11 The GFA will assess the finance statements under the Assessment Framework and determine whether the Agent passes or fails the assessment.

2.12 The Agent must validate the assessment result by:

- (a) Verifying that the data on the Assessment Result is accurate and complete.
- (b) Providing written confirmation signed by Senior Management that there has been no change to the Agent's internal processes so as to materially impact any criteria under the Assessment Framework.

2.13 If the Result is inaccurate or there has been a change to the Agent's internal processes, the Agent must provide the necessary information and/or documentation for the GFA to review any criteria affected and re-assess the Agent's grade.

2.14 To pass the quarterly assessment, the Agent must pass the assessment as per [Attachment 'E'](#), section [2.7](#) of this Resolution.

2.15 An Agent failing the Financial Assessment, will be required to provide a Financial Security per section [3](#) below.

Assessment of New Applicants and Changes of Accreditation Type from Standard to Multi-Country Accreditation

2.16 The Applicant for Multi-Country Accreditation must provide the necessary financial documentation, including audited financial statements, to complete an annual assessment under the Assessment Framework ([Appendix A](#)) as defined in section 2 prior to approval under the Multi-Country Accreditation.

2.17 The audited financial statements must cover a period ending not more than four months prior to the date of submission of the statements by the Applicant.

3. FINANCIAL SECURITY

3.1 The Agent will not be accredited or will not continue to be accredited until a Financial Security required to be provided to IATA has been:

- (a) received by IATA; and
- (b) confirmed to IATA by way of written confirmation received directly from the third party supporting the Financial Security that the Financial Security was issued by that third party.

3.2 The Agent accredited for less than two consecutive years with a Cash Facility must provide a Financial Security.

3.3 If the Agent fails its financial assessment or its Risk History assessment, the Agent must provide a Financial Security. The Financial Security will be held by IATA until the Agent passes both Assessments.

3.4 The Agent must provide a Financial Security that covers the Sales at Risk of the Head Entity and all Associate Entities.

3.5 The Financial Security will be calculated as follows:

“Days’ Sales At Risk” × BSP Cash Turnover in Applicable 3 Month Period ÷ 90

3.6 The Financial Security calculation will take into account the BSP cash turnover of the Agent’s three months highest net cash sales in the previous twelve months.

3.7 The amount will be calculated for each BSP operation of the Agent using the applicable “Days’ Sales at Risk” of the BSP, and aggregated to determine the total Financial Security to cover all locations.

3.8 If the Agent is required to provide a financial security, such financial security may be provided in up to two denominations of the following acceptable currencies:

- US Dollar (USD);
- Euro (EUR);
- Pound Sterling (GBP);
- Australian Dollar (AUD);
- Singapore Dollar (SGD).

3.9 The Agent must provide a Financial Security issued by Financial Security Provider that complies with the criteria in Resolution 812, [Attachment ‘F’](#).

4. CHANGES OF OWNERSHIP

4.1 In the event of a major change of ownership or legal entity, requiring a new Passenger Agency Sales Agreement, the Agent must provide:

- Audited Financial Statements, no later than 90 days after the change of ownership. The Financial Statements must cover, at minimum, one month of operations following the date of change.
- If Audited Statements cannot be provided, the Agent must provide Financial Statements accompanied by a Compliance Certificate signed by a CEO, CFO or other equivalent executive.
- A Transition Plan, including updates for two years following the change.
- Any other documentation necessary for the GFA to conduct an assessment of the Agent post-change.

4.2 The GFA will assess the Financial Statements and conduct monitoring activities to assess the risks associated following:

- Viability of the business, including evolution of EBITDA and EBT
- Capital structure of the Agent, including levels of debt
- Agent Liquidity
- Credit Losses and Agent ability to collect receivables
- Potential operational disruptions following restructuring
- Cash levels and distributions to shareholders
- Efficiency of the Business Model post transition
- Occurrence of indemnified events
- Aggressiveness of expansion
- Restructuring of the organisation’s governance
- Risk Events with IATA

4.3 Based on the above, the GFA will assess the impact of the change on the financial standing of the Agent and assign a Risk Rating. If the GFA assesses a medium or high risk rating, the change will be recorded as a Risk Event in the Agent’s Risk History assessment and the Agent required to provide a Financial Security, subject to section 3.

Multi-Country Assessment Framework

Appendix 'A' to the Multi-Country Financial Criteria

*Note that unless indicated with "Key", all other ratios are categorized as "Standard" ratios.

Criteria #	Criteria Name	Criteria Description	Target	Result	Pass/Fail	
1 IATA Specific Controls						
1.1	Risk Events	Agent incurred a risk event during the year?	No	-		Key
Pass/Fail						
2 Historical Financial Data						
2.01	EBITDA (Last 12 months)	EBITDA (rolling Last 12 Months)	x>0			Key
2.02	EBITDA (quarterly)	EBITDA (Quarterly, 3M)	x>0			
2.03	Cash ratio	Cash ratio (Cash and Cash equivalent/Current liabilities)	x≥30%			
2.04	Quick ratio	Quick ratio (Cash and Cash equivalent + AR/Current liabilities)	x≥50%			
2.05	Free cash flow	Free cash flows as per latest publication (Last 12 months)	x>0			Key
2.06	Free cash flow/Net Debt	Free cash flow/Total net Debt	x≥20%			
2.07	Net Equity>0	Net Equity	x>0			
2.08	Decrease in net sales≥0	Net Sales (Last 12 months N, vs Last 12 months N-1)	x≥-20%			
2.09	Net Cash Position>0	Net Cash Position	x>0			Key
2.10	Net Income 12 months	Net Income (rolling last 12 Months)	x>0			
2.11	Net Income 3 months	Net Income (Quarterly, 3M)	x<>0			
2.12	Qualification and reserves from auditors	Is there any qualification/emphasis of matters reflecting ongoing concerns from the auditors on the latest audited financial statements (including half year)?	No			
Pass/Fail: Key ratio (1 Fail = Total Fail) Standard ratio (4 Fails = Total Fail)						
3 Forecasted Financial Process						
3.01	Effective Business Forecast	Is there any Business Forecast process in place (providing at least 1-year visibility)?	Yes			Key
3.02	Effective CF Forecast	Is there any CF Forecast process in place (at least 1 year)?	Yes			Key
Pass/Fail						
4 Operational Review						
4.01	Effective Disaster Management	Is there any process in place to apply operational countermeasures in case of extraordinary disaster (with no major exception) (Certification ISO 22301)	Yes			Key
4.02	Effective Cybersecurity Management					
4.02a	Have you appointed a Chief Information Security Officer or similar in your organisation?		Yes			Key
4.02b	Do you have an information security strategy/roadmap, aligned with the IT and business strategies?		Yes			
4.02c	Have you formalised and enforced an information security policy?		Yes			Key
4.02d	Have you performed an information security risk assessment for your organisation (e.g. evaluation of information security risks based on identified threats)?		Yes			Key
4.02e	Have you implemented information security controls and measures to adequately mitigate your organisation's risks?		Yes			Key
4.02f	Do you train your employees on a regular basis regarding information security risks and good practices (e.g. through yearly e-learning)?		Yes			Key
4.02g	Are information security incidents managed (e.g. incident management and monitoring procedures, data breach reported to impacted individuals)?		Yes			Key
4.02h	Do you perform regular vulnerability scans and penetration tests?		Yes			Key
4.02i	Do you implement security patches on your information systems on a regular basis (e.g. at least every 3 months)?		Yes			Key
4.02j	Do you involve information security stakeholders at the earliest stage during project implementations?		Yes			
4.02k	When engaging with services providers, do you perform an information security due diligence?		Yes			
4.02l	Have you implemented specific measures to ensure the continuity of your information systems following a cyberattack?		Yes			Key

Criteria #	Criteria Name	Criteria Description	Target	Result	Pass/Fail
4.03	Effective Applicable Data Protection Requirements Compliance Management				
4.03a	Have you appointed a Data Protection Officer or a similar role in your organisation?		Yes		Key
4.03b	Have you formalised and enforced a data protection policy?		Yes		Key
4.03c	Have you formalised and enforced an information classification policy?		Yes		Key
4.03d	Do you have a documented register of your personal data processing activities, including the identification of the lawful grounds for processing personal data?		Yes		Key
4.03e	Are data protection notices adequately document to notify individuals about the processing of their personal data?		Yes		Key
4.03f	Are Data Protection Impact Assessments conducted whenever processing activities induce a high risk for the rights and freedom of individuals to whom personal data belong?		Yes		Key
4.03g	Do you train your employees on a regular basis regarding data protection risks and good practices (e.g. through yearly e-learning)?		Yes		
4.03h	Have you developed procedures to handle and respond to individuals' exercising their data protection rights (e.g. right to access, right to be forgotten, right to object, etc.)?		Yes		Key
4.03i	Are Data Protection by Design and by Defaults concepts implemented in your organisation's project methodology?		Yes		Key
			Pass/Fail: Key ratio (1 Fail = Total Fail) Standard ratio (3 Fails = Total Fail)		
5	Global Risks Controls	(5.01–5.02 assessed only if applicable)			
5.01a	Stock Market Price decrease (Last 12 Months N)	Stock Market Price decrease (Last 12 Months N)	x≥-20%		
5.01b	Stock Market Price decrease (Last 12 Months N)	Variation of the stock compared to the Index is higher than 30%	x≥-30%		
5.01c	Stock Market Price decrease (12 Months N-1)	Stock Market Price decrease (12 Months N-1)	x≥-20%		
5.01	Stock market development 12 month (2 periods negative trends = Fail)				
5.02a	Stock Market Price decrease (Quarterly, 3M)	Stock Market Price decrease (Quarterly, 3M)	x≥-20%		
5.02b	Stock Market Price decrease (Quarterly Q-1, 3M)	Stock Market Price decrease (Quarterly N-1, 3M)	x≥-20%		
5.02	Stock market development 3 months (2 periods negative trends = Fail)				
5.03	Analyst consensus 12 months forward EBITDA	Analyst consensus 12 months forward EBITDA	EBITDA > 0		
			Pass/Fail Standard ratio (3 Fails = Total Fail)		
6	Trends Analysis	(Not applicable if CFO is positive)			
6.01	Trend - Cash ratio 12 months (Last 12 months N, vs Last 12 months N-1)	Cash ratio (Cash and Cash equivalent/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.02	Trend - Cash ratio 12 months (Last 12 months N-1, vs Last 12 months N-2)	Trend - Cash ratio 12 months (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
6.03	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.04	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N-1, vs Last 12 months N-2)	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
6.05	Trend - CFO 12 months (Last 12 months N, vs Last 12 months N-1)	Cash Flow from Operating activities (CFO) as per latest publication (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.06	Trend - CFO 12 months (Last 12 months N-1, vs Last 12 months N-2)	Trend - CFO 12 months (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
			Pass/Fail Standard ratio (3 Fails = Total Fail)		
General Result: Result assessment Any fail to any of the above sections results in a failed assessment					

RESOLUTION 812

Attachment 'F'

MULTI-COUNTRY FINANCIAL SECURITY PROVIDER CRITERIA

1. In the event that the Agent holding Multi-Country Accreditation is required to provide a Financial Security, the Agent must obtain such Financial Security from a Financial Security Provider compliant with the following criteria:

- The Provider is rated by an international credit rating agency such as Fitch, Moody's, or S&P;
- The Provider's credit rating with the international rating agency is one rating above investment grade;
- The Financial Security issued by the Provider is compliant with the Uniform Customs and Practice for Documentary Credits (UCP) or equivalent international standard;
- The Provider is not located in a market with capital controls or a history of capital controls in the past 10 years limiting the expatriation of funds;
- The Provider is not based in a country under international economic sanctions.

2. The Financial Security Provider must remain compliant at all times with the above criteria for the Agent's Financial Security to be considered valid by IATA.

3. At minimum once per annum, IATA will review any previously approved Provider to ensure continued compliance with the established criteria.

RESOLUTION 812

Attachment 'G'

BSP MANUAL FOR AGENTS

Contents of the BSP Manual for Agents

This manual is published separately to this Resolution.

Whereas the Passenger Agency Conference wishes to provide Agents with operating rules and procedures relating to the BSP, and

Whereas the Passenger Agency Conference wishes to provide updates to these in the most efficient manner, apart from Resolution text, the Agency Administrator may, under the delegated authority of the Conference, update the contents of the BSP Manual for Agents with those changes adopted by the Passenger Agency Conference.

The contents of this Manual are deemed to be incorporated in the Passenger Sales Agency Agreement in accordance with Resolution 824 subparagraph [2.1\(b\)](#).

RESOLUTION 812

Attachment ‘H’

APPLICATION OF AGENCY FEES

Accreditation Type

1. **Standard with NO Cash Facility (effective 1 March 2018)**
2. **Standard with Cash Facility (effective 1 January 2019)**
3. **Multi-Country (effective 1 January 2019)**

Fee (in Swiss Francs, CHF)

Event/Case	Description	1	2	3
New Applicant	Registration Fee, Head Entity	100	500	1,000
New Applicant	Application Fee, Head Entity	150	1,000	1,500
New Applicant	Registration Fee, Associate Entity	100	250	250
New Applicant	Application Fee, Associate Entity	150	250	250
Change	Change of Address/Location, all types of entity	0	0	0
Change	Change of Name, all types of entity	0	0	0
Change	Change of Name and Address/Location, all types of entity	0	0	0
Change	Change of Ownership, all types of entity	0	0	0
Change	Change of Shareholders, all types of entity	0	0	0
Change	Change of Accreditation Type to Standard with NO Cash Facility	Not applicable	0	0
Change	Change of Accreditation Type to Standard with Cash Facility	1,250	Not applicable	2,500
Change	Change of Accreditation Type to Multi-Country	Not applicable	29,500	Not applicable
Annual Fees	Annual Fee, Head Entity ¹	200 (small) ² 350 (medium) ³ 500 (large) ⁴	200 (small) ² 350 (medium) ³ 500 (large) ⁴	48,000
Annual Fees	Annual Fee, Associate Entity ¹ (First 10 locations/codes)	100	100	100
Annual Fees	Annual Fee, Associate Entity ¹ (11-25 locations/codes)	50	50	50
Annual Fees	Annual Fee, Associate Entity ¹ (additional locations/codes beyond 25)	25	25	25
Administrative Fees	Reinstatement Fee	150	150	150
Administrative Fees	Late Payment Fee	150	150	150
Administrative Fees	Interest charges on amount short paid when a payment plan is established	Not Applicable	2% over national bank rate times days outstanding	2% over national bank rate times days outstanding
Administrative Fees	Minor Error Policy	150	150	150
Administrative Fees	Lack of compliance to report any of the changes within 30 days of occurrence	1,500	1,500	1,500
Administrative Fees	Late or failure to validate the agency details stored by IATA by the required date	250	250	250

- 1 If an Application for Accreditation is rejected or withdrawn, the fees related to Registration, annual and Travel Agency Commissioner fee will be refunded
- 2 Small—up to USD 200,000 gross annual sales through the BSP
- 3 Medium—USD 200,001—USD 2,000,000 gross annual sales through the BSP
- 4 Large—more than USD 2,000,000 gross annual sales through the BSP

RESOLUTION 812

Attachment 'I'

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
Albania	Four times per Month	Refer to BSP Calendar	15	
Armenia	Four times per Month	Refer to BSP Calendar	Refer to BSP Calendar	
Antigua	Four times per Month	Refer to BSP Calendar	10	
Argentina	Weekly	7	10	
Aruba	Four times per Month	Refer to BSP Calendar	10	
Australia	Weekly	7	8	Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 8th day from the Reporting Date.
Austria	Twice per month	15	15	
Austria	Daily	1	3	Voluntary Remittance Frequency
Austria	Four times per Month	Refer to BSP Calendar	15	
Azerbaijan	Four times per Month	Refer to BSP Calendar	10	
Bahamas	Four times per Month	Refer to BSP Calendar	10	
Bahrain	Twice per month	15	15	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Bahrain	Four times per Month	Refer to BSP Calendar	7	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Bangladesh	Twice per month	Refer to BSP Calendar	Refer to BSP Calendar	
Barbados	Four times per Month	Refer to BSP Calendar	10	
Belgium	Four times per Month	Refer to BSP Calendar	7	
Belgium	Daily	1	3	Voluntary Remittance Frequency
Belize	Four times per Month	Refer to BSP Calendar	5	
Benin	Twice per month	15	15	
Bermuda	Weekly	7	15	
Bolivia (BOB/USD)	Four times per Month	Refer to BSP Calendar	5	
Bonaire	Four times per Month	Refer to BSP Calendar	10	
Bosnia and Herzegovina	Four times per Month	Refer to BSP Calendar	15	
Botswana	Twice per month	15	15	
Botswana	Four times per Month	Refer to BSP Calendar	7	
Brazil	Four times per Month	Refer to BSP Calendar	10	
Bulgaria	Four times per Month	Refer to BSP Calendar	10	
Burkina Faso	Twice per month	15	15	
British Virgin Islands	Four times per Month	Refer to BSP Calendar	10	

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
Cambodia	Twice per month	Refer to BSP Calendar	Refer to BSP Calendar	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
△ Cameroon	Twice per month	15	15	
Canada	Weekly	7	10	
△ Cayman Islands	Four times per Month	Refer to BSP Calendar	10	
Chad	Twice per month	15	15	
Chile (CLP/USD)	Weekly	7	5	
China	Every 3 days	3	5	If the remittance frequency so established exceeds four times per month, the remittance date and settlement date can be adjusted forward or backward based on the need of the market due to the updated public holidays
Chinese Taipei	Four times per Month	Refer to BSP Calendar	8	
△ Colombia	Four times per Month	Refer to BSP Calendar	5	
Congo	Twice per month	15	15	
Costa Rica	Four times per Month	Refer to BSP Calendar	5	
Croatia	Four times per Month	Refer to BSP Calendar	15	
Curacao	Four times per Month	Refer to BSP Calendar	10	
Cyprus	Twice per month	15	15	
Cyprus	Four times per Month	Refer to BSP Calendar	7	
Czech Republic	Four times per Month	Refer to BSP Calendar	10	
Denmark	Four times per Month	Refer to BSP Calendar	15	
Dominica	Four times per Month	Refer to BSP Calendar	10	
Dominican Republic	Four times per Month	Refer to BSP Calendar	10	
Ecuador	Four times per Month	Refer to BSP Calendar	10	
Egypt	Twice per month	15	15	
El Salvador	Four times per Month	Refer to BSP Calendar	5	
Estonia	Four times per Month	Refer to BSP Calendar	7	If the Remittance Frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th calendar day from the Reporting Date.
□ Estonia	Daily	1	3	Voluntary Remittance Frequency
Ethiopia	Twice per month	15	15	
Ethiopia	Four times per Month	Refer to BSP Calendar	7	
Fiji	Weekly	7	15	If the remittance frequency so established is four times monthly, Remittances must be made so as to reach the Clearing Bank not later than its close of business on the 15th day from the Reporting Date.

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
□ Finland	Four times per Month	Refer to BSP Calendar	10	Effective until 30 June 2022
□ Finland	Daily	1	3	Voluntary Remittance Frequency
□ France	Twice per month	15	10	Effective 1 January 2022
□ France	Four times per Month	Refer to BSP Calendar	5 Working Days	Effective 1 January 2022
□ France	Daily	1	3	Voluntary Remittance Frequency
△ French Polynesia	Weekly	7	15	If the remittance frequency so established is four times monthly, Remittances must be made so as to reach the Clearing Bank not later than its close of business on the 15th day from the Reporting Date.
△ Gabon	Twice per month	15	15	
△ Georgia	Four times per Month	Refer to BSP Calendar	7	
△ Germany	Twice per month	15	15	
△ Germany	Four times per Month	Refer to BSP Calendar	15	
△ Germany	Daily	1	3	Voluntary Remittance Frequency
□ Ghana	Twice per month	15	15	
□ Ghana	Four times per Month	Refer to BSP Calendar	7	
□ Greece	Twice per month	15	16	
□ Greece	Four times per Month	Refer to BSP Calendar	16	
□ Greece	Daily	1	3	Voluntary Remittance Frequency
□ Grenada	Four times per Month	Refer to BSP Calendar	10	
□ Guam	Weekly	7	15	
□ Guatemala	Four times per Month	Refer to BSP Calendar	5	
□ Guyana (USD/GYD)	Four times per Month	Refer to BSP Calendar	10	
□ Haiti (USD/HTG)	Four times per Month	Refer to BSP Calendar	10	
□ Honduras	Four times per Month	Refer to BSP Calendar	5	
△ Hong Kong (SAR, China)	Four times per Month	Refer to BSP Calendar	8	For Period 1, it is 15 th day of each month and for Period 3, it is the last day of each month.
△ Hungary	Four times per Month	Refer to BSP Calendar	15	
△ Iceland	Four times per Month	Refer to BSP Calendar	15	

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
India	Four times per Month	Refer to BSP Calendar	9	Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 9th calendar day from the Reporting Date and the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance. If the Clearing Bank is closed for business on the required “Remittance Date” then the Agent shall make the Remittance so as to reach the Clearing bank on the first subsequent day when the Clearing bank is open for business. Four holidays during the year will not be scheduled as Remittance dates in the BSP Remittance Calendar irrespective of whether or not they are national holidays when the electronic payment grid of the Reserve Bank of India is closed. Those holidays are as follows: 1. Diwali. (Date varies each year) 2. Dussehra. (Date varies each year) 3. Holi. (Date varies each year) 4. Christmas. (December 25)
Indonesia DOMESTIC	Four times per Month	Refer to BSP Calendar	7	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Indonesia INTERNATIONAL	Four times per Month	Refer to BSP Calendar	7	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Ireland	Twice per month	15	16	
Ireland	Four times per Month	Refer to BSP Calendar	8	
<input type="checkbox"/> Ireland	Daily	1	3	Voluntary Remittance Frequency
Italy	Twice per month	15	15	
Italy	Four times per Month	Refer to BSP Calendar	7	
<input type="checkbox"/> Italy	Daily	1	3	Voluntary Remittance Frequency
<input type="checkbox"/> Ivory Coast	Twice per month	15	15	
Jamaica	Four times per Month	Refer to BSP Calendar	10	

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
Japan	Four times per Month	Refer to BSP Calendar	8	Recurring dates 29 December through 3 January, considered as business holidays, must not have remittance scheduled during this window. If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 8th calendar day from the Reporting Date.
Jordan	Twice per month	15	15	If the Remittance Frequency so established is twice monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the last day of the month in respect of Billings covering the first 15 days of the month and the 15th day of the following month, in respect of Billings covering the period from the 16th to the last day of the month; provided that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance in time for the settlement to be made into the BSP Airlines' account on the date so established locally.
Jordan	Four times per Month	Refer to BSP Calendar	7	
Kazakhstan	Four times per Month	Refer to BSP Calendar	6	
Kenya (USD/KES)	Twice per month	15	17	
Kenya (USD/KES)	Four times per Month	Refer to BSP Calendar	7	
Korea	6 Times a Month	5	5	
Kosovo	Four times per Month	Refer to BSP Calendar	15	
Kuwait	Four times per Month	Refer to BSP Calendar	7	
Latvia	Four times per Month	Refer to BSP Calendar	7	If the Remittance Frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th calendar day from the Reporting Date.
<input type="checkbox"/> Latvia	Daily	1	3	Voluntary Remittance Frequency
Lebanon	Four times per Month	Refer to BSP Calendar	7	
Lithuania	Four times per Month	Refer to BSP Calendar	7	If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th calendar day from the Reporting Date.
<input type="checkbox"/> Lithuania	Daily	1	3	Voluntary Remittance Frequency
<input type="checkbox"/> Luxembourg	Daily	1	3	Voluntary Remittance Frequency

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
△ Macau (SAR, China)	Four times per Month	Refer to BSP Calendar	8	For Period 1, it is 15 th day of each month and for Period 3, it is the last day of each month.
Macedonia	Four times per Month	Refer to BSP Calendar	15	
Malawi	Twice per month	15	15	
Malawi	Four times per Month	Refer to BSP Calendar	7	
Malaysia	Weekly	7	10	If the Remittance Frequency so established is four times monthly, Remittances must be made so as to reach the Clearing Bank not later than its close of business on the 10th day from the Reporting Date.
△ Mali	Twice per month	15	15	
△ Malta	Twice per month	15	15	
△ Mauritania	Twice per month	15	15	
Mauritius	Twice per month	15	16	
Mexico	Four times per Month	Refer to BSP Calendar	10	
Micronesia	Weekly	7	15	
Mongolia	Weekly	7	8	
Montenegro	Four times per Month	Refer to BSP Calendar	15	
Montserrat	Four times per Month	Refer to BSP Calendar	10	
Morocco	Twice per month	15	16	
Mozambique	Twice per month	15	15	
Mozambique	Four times per Month	Refer to BSP Calendar	7	
Myanmar	Four times per Month	Refer to BSP Calendar	7	
Nepal (USD/NPR)	Four times per Month	Refer to BSP Calendar	14	Remittances shall be made so as to reach the Clearing Bank no later than its close of business on the 14th day from the Reporting Date. Exception: A BSP Remittance Date occurring during Dashain festival holidays, each year, based on the BSP Nepal Remittance Frequency, shall be deferred to a date three working days after the last date of Dashain Festival as declared by the Government of Nepal.
Netherlands	Twice per month	15	10	Effective until 30 June 2021
Netherlands	Four times per Month	Refer to BSP Calendar	10	
□ Netherlands	Daily	1	3	Voluntary Remittance Frequency
New Caledonia	Weekly	7	15	If the remittance frequency so established is four times monthly, Remittances must be made so as to reach the Clearing Bank not later than its close of business on the 15th day from the Reporting Date.
New Zealand	Weekly	7	6	If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on 6th day from the Billing Distribution date.
Nicaragua	Four times per Month	Refer to BSP Calendar	5	

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
Niger	Twice per month	15	15	
Nigeria (USD/NGN)	Twice per month	15	15	
Nigeria (USD/NGN)	Four times per Month	Refer to BSP Calendar	7	
Norway	Four times per Month	Refer to BSP Calendar	15	
Oman	Twice per month	15	15	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Oman	Four times per Month	Refer to BSP Calendar	7	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Pakistan	Twice per month	15	15	If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th day from the Reporting Date.
Panama	Four times per Month	Refer to BSP Calendar	5	
Papua New Guinea	Weekly	7	15	If the remittance frequency so established is four times monthly, Remittances must be made so as to reach the Clearing Bank not later than its close of business on the 15th day from the Reporting Date.
Paraguay (USD/PYG)	Four times per Month	Refer to BSP Calendar	10	
Peru	Four times per Month	Refer to BSP Calendar	7	
Philippines (USD/PHP)	Four times per Month	Refer to BSP Calendar	7	If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th day from the Reporting Date.
Poland	Four times per Month	Refer to BSP Calendar	15	
Portugal	Four times per Month	Refer to BSP Calendar	15	
Portugal	Daily	1	3	Voluntary Remittance Frequency
Qatar	Twice per month	15	15	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Qatar	Four times per Month	Refer to BSP Calendar	7	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Romania (EUR/RON)	Four times per Month	Refer to BSP Calendar	15	

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
Russian Federation	Four times per Month	Refer to BSP Calendar	7	
△ Rwanda (USD/RWF)	Twice per month	15	15	
Rwanda (USD/RWF)	Four times per Month	Refer to BSP Calendar	7	
Saint Kitts	Four times per Month	Refer to BSP Calendar	10	
Saint Lucia	Four times per Month	Refer to BSP Calendar	10	
Saint Marteen (USD/ANG)	Four times per Month	Refer to BSP Calendar	10	
Saint Vincent	Four times per Month	Refer to BSP Calendar	10	
Samoa	Weekly	7	15	If the remittance frequency so established is four times monthly, Remittances must be made so as to reach the Clearing Bank not later than its close of business on the 15th day from the Reporting Date.
△ Saudi Arabia	Four times per Month	Refer to BSP Calendar	7	When Remittance date falls on the working day after Eid and Hajj holidays, it shall be postponed to the second working day after such holidays.
△ Senegal	Twice per month	15	15	
Serbia	Four times per Month	Refer to BSP Calendar	15	
Singapore	Four times per Month	Refer to BSP Calendar	7	If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th day from the Reporting Date.
Slovakia	Four times per Month	Refer to BSP Calendar	10	
□ Slovakia	Daily	1	3	Voluntary Remittance Frequency
Slovenia	Four times per Month	Refer to BSP Calendar	15	
□ Slovenia	Daily	1	3	Voluntary Remittance Frequency
South Africa	Twice per month	15	15	
South Africa	Four times per Month	Refer to BSP Calendar	7	
Spain	3 Times a Month	10	10	Effective between 1 January–31 December 2021, the End of Sales Period to Remittance Date will be 5 working days.
□ Spain	Daily	1	3	Voluntary Remittance Frequency
Sri Lanka	Four times per Month	Refer to BSP Calendar	7	If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th day from the Reporting Date.
Sudan	Four times per Month	Refer to BSP Calendar	7	
Suriname (USD/EUR)	Four times per Month	Refer to BSP Calendar	10	
Sweden	Four times per Month	Refer to BSP Calendar	15	
Switzerland	Twice per month	15	15	

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
Switzerland	Four times per Month	Refer to BSP Calendar	15	
Switzerland	Daily	1	3	Voluntary Remittance Frequency
Tanzania (USD/TZS)	Twice per month	15	18	
Tanzania (USD/TZS)	Four times per Month	Refer to BSP Calendar	10	
Thailand	Four times per Month	Refer to BSP Calendar	7	If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th day from the Reporting Date. Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Togo	Twice per month	15	15	
Tonga	Weekly	7	15	If the remittance frequency so established is four times monthly, Remittances must be made so as to reach the Clearing Bank not later than its close of business on the 15th day from the Reporting Date.
Trinidad & Tobago	Four times per Month	Refer to BSP Calendar	10	
Tunisia	Monthly	30	15	
Tunisia	Twice per month	15	15	
Turkey	Twice per month	15	16	If Remittance date falls on any weekday, which is announced as administrative holiday by government, the Remittance date will be postponed to the first working day after the administrative holiday.
Turkey	Four times per Month	Refer to BSP Calendar	5 Working Days	If Remittance date falls on any weekday, which is announced as administrative holiday by government, the Remittance date will be postponed to the first working day after the administrative holiday.
Turks-Caicos	Four times per Month	Refer to BSP Calendar	10	
Uganda	Twice per month	15	15	
Uganda	Four times per Month	Refer to BSP Calendar	7	
Ukraine	Four times per Month	Refer to BSP Calendar	7	
Ukraine	Every 3 days	3	7	
United Arab Emirates	Twice per month	15	15	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.

Operation	Frequency	Number of Days in a Sales Period	End of Sales Period to Remittance Date	Note:
United Arab Emirates	Four times per Month	Refer to BSP Calendar	7	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
United Kingdom	3 Times a Month	10	10	
United Kingdom	Twice per month	15	15	
United Kingdom	Four times per Month	Refer to BSP Calendar	8	
Uruguay	Four times per Month	Refer to BSP Calendar	10	
Venezuela	Four times per Month	Refer to BSP Calendar	10	
Vietnam	Four times per Month	Refer to BSP Calendar	7	If the remittance frequency so established is four times monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 7th day from the Reporting Date.
Zambia (USD/ZMW)	Twice per month	15	15	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Zambia (USD)	Four times per Month	Refer to BSP Calendar	7	Remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.
Zimbabwe	Four times per Month	Refer to BSP Calendar	7	

RESOLUTION 812a

ALTERNATIVE TRANSFER METHOD PROVIDERS & ALTERNATIVE TRANSFER METHODS' RULES

PAC(56)812a(except USA)

Expiry: Indefinite
Type: B

WHEREAS pursuant to the parameters in [Resolution 846](#) being met, countries under [Resolution 818g](#) will be transitioned to [Resolution 812](#) and [Resolution 812a](#);

WHEREAS the Passenger Agency Conference wishes to make a wider variety of Payment Methods available to Agents;

It is RESOLVED that the following conditions will apply when [Resolution 812](#) is implemented in a BSP, for the use of Alternative Transfer Methods and enrolment of products by Alternative Transfer Method Providers with IATA,

1. ALTERNATIVE TRANSFER METHODS RULES

The purpose of this Resolution is to provide the authority for Agents to make use of Alternative Transfer Methods for the sale of Standard Traffic Documents on behalf of BSP Airlines, and to provide the requirements for Alternative Transfer Method Providers to enrol their products with IATA.

2. ENROLMENT

2.1 Alternative Transfer Method Providers must enlist with IATA prior to enrolling their products as Alternative Transfer Methods for use in a BSP.

2.2 Once enlisted with IATA, the Alternative Transfer Method Provider may enrol their products as Alternative Transfer Methods for use in a BSP in accordance with the criteria detailed in [Attachment 'A'](#) to this Resolution. If a product is not enrolled with IATA as an Alternative Transfer Method, the Agent must not use the product for the issuance of Standard Traffic Documents through the BSP.

2.3 IATA will notify BSP Airlines and Agents of Alternative Transfer Methods that are enrolled in accordance with this Resolution.

2.4 In the case of the Agent wishing to use its own card, or a card issued in the name of a Person acting on behalf of the Agent, or in the name of the Agent's officer, partner or employee, the Agent must enrol the card with IATA as an Alternative Transfer Method prior to its use for the issuance of Standard Traffic Documents in accordance with [Resolution 896 Attachment 'A'](#), section [5](#), except in BSP countries where such functionality has not been made available by IATA. In such cases the Agent is not required to enrol the card as an Alternative Transfer Method.

2.4.1 Prior to the use of an Agent's own card, or a card issued in the name of a Person acting on behalf of the Agent, or in the name of the Agent's officer, partner or employee, the Agent must obtain individual consent of the BSP Airline whose Standard Traffic Document is being issued.

3. USE OF ALTERNATIVE TRANSFER METHODS BY AGENTS WITH INDIVIDUAL AIRLINE CONSENT

3.1 An Alternative Transfer Method may be used by the Agent to effect payment of monies due by the Agent to a BSP Airline for the sale of Standard Traffic Document, subject to the individual consent of the BSP Airline whose Standard Traffic Document is being issued. Such consent must be obtained by the Agent prior to usage of the Alternative Transfer Method. A failure to comply with the present paragraph [3.1](#) will be undertaken under the sole responsibility and liability of the Agent toward the BSP Airline concerned.

4. AIRLINE CONSENT TO USE AN ALTERNATIVE TRANSFER METHOD

4.1 A BSP Airline will notify IATA of its default consent policy by BSP market. If the Airline does not provide its default consent policy, IATA will set the BSP Airline's default consent policy to automatically not accept any new Alternative Transfer Method enrolled in that BSP market.

4.2 A BSP Airline may give its consent to the Agent for the usage of an Alternative Transfer Method in a BSP by notifying the Agent in writing or, where possible, by updating the relevant information through BSPlink (ASD in China).

4.3 A BSP Airline may remove its consent for the usage of an Alternative Transfer Method from an Agent by notifying the Agent in writing or, where possible, by updating the relevant information through BSPlink (ASD in China).

4.4 Nothing in the present Resolution shall be interpreted as systemic bias or a preference to the detriment of any Alternative Transfer Method, including in favour of any other Payment Method.

5. ISSUANCE AND REFUNDING OF STANDARD TRAFFIC DOCUMENTS USING ALTERNATIVE TRANSFER METHODS

5.1 When issuing a Standard Traffic Document using an Alternative Transfer Method, the Agent must issue and report the transaction in accordance with the instructions provided by IATA.

5.2 When applicable, the Agent must ensure to obtain the authorisation approval code from the relevant card company and include such code at the time of Standard Traffic Documents issuance.

5.2.1 When effecting refunds of sales issued with an Alternative Transfer Method, the Agent must refund amounts of totally unused and partly used Standard Traffic Documents to the same Alternative Transfer Method number as originally used for payment.

RESOLUTION 812a

Attachment ‘A’

PROCESS FOR THE ENROLMENT OF ALTERNATIVE TRANSFER METHODS

Subject to individual BSP Airline consent, the Agent may only use an Alternative Transfer Method for the issuance of Standard Traffic Documents which has been enrolled with IATA in accordance with the process below.

1. DETAILS REQUIRED FOR THE ENLISTMENT OF ALTERNATIVE TRANSFER METHOD PROVIDERS

1.1 To enlist as an Alternative Transfer Method Provider, the following information must be provided to IATA:

- (a) company name;
- (b) country of origin;
- (c) name, title, email address & telephone number of primary contact;
- (d) location of headquarters;
- (e) any further documentation required in order to comply with due diligence requirements including anti-money laundering requirements.

2. ENROLMENT PROCESS FOR ALTERNATIVE TRANSFER METHOD(S)

2.1 The Alternative Transfer Method Provider must enrol its products as Alternative Transfer Method(s) with IATA. For each product, the Alternative Transfer Method Provider must submit the following information:

- (a) Product name;
- (b) If different from [1.1](#), the legal entity contracting with Agents for the provision of the Alternative Transfer Method;
- (c) Payment network that guarantees merchant settlement, and copy of membership status with payment network;
- (d) Product type (open-loop or closed-loop);
- (e) Country(ies) of issuance;
- (f) Specific Alternative Transfer Method identifier (such as BIN);
- (g) License (e.g. banking license, e-money issuing license) granted by a national authority from the issuing market(s);
- (h) Interchange fee and any network fee applicable/passed on to BSP Airlines;
- (i) Pay-in model (e.g. prepaid, debit, credit);
- (j) GDS integration of Alternative Transfer Method for Standard Traffic Document issuance;
- (k) Any other commercial features.

2.2 Upon receipt of an enrolment request from an Alternative Transfer Method Provider, IATA will:

- (a) acknowledge receipt of the enrolment;
- (b) review the enrolment to validate that it contains all required information and to clarify any issues.

2.3 In case a provider wishes to enrol a product issued on a Closed-Loop Network, and/or issued on a payment network that does not guarantee merchant settlement, IATA will request further information from the provider to ensure such product offers sufficient guarantees for the settlement of Airlines' funds.

3. OPTIONAL ALTERNATIVE TRANSFER METHOD AND ALTERNATIVE TRANSFER METHOD PROVIDER INFORMATION

3.1 IATA may request additional information from the Alternative Transfer Method Provider as needed to review the enlistment of the Alternative Transfer Method Provider or enrolment of its products.

3.2 Additional information may be provided to IATA by the Alternative Transfer Method Provider as the Alternative Transfer Method Provider sees fit.

4. REVALIDATION OF ALTERNATIVE TRANSFER METHOD PROVIDERS AND PRODUCTS

4.1 On an on-going basis, the Alternative Transfer Method Provider must notify IATA of any changes to the information provided in sections 1.1 and 2.1.

4.2 On an annual basis, IATA may request that the Alternative Transfer Method Provider revalidate of any of the information provided in sections 1.1 and 2.1.

5. ENROLMENT OF AGENT-OWN CARDS AS ALTERNATIVE TRANSFER METHODS

To enrol an Agent's own card, or a card issued in the name of a Person acting on behalf of the Agent, or in the name of the Agent's officer, partner or employee, the Agent must provide IATA with the following information:

- (a) Cardholder name (in case of Corporate Card, also indicate the name of the Company, as stated on the card);
- (b) Card number;
- (c) Expiry Date;
- (d) Issuer Name;
- (e) Payment Network;
- (f) Pay-in Model (e.g. prepaid, debit, credit);
- (g) Card Type (e.g. Consumer, Corporate);
- (h) Any other information, as necessary.

6. ALTERNATIVE TRANSFER METHOD REPORTING

6.1 IATA will report its activity to an oversight body regarding the enlistment of Alternative Transfer Method Providers and the enrolment of their products.

6.2 This oversight body will be composed of two Airline and two Agent representatives from the Passenger Agency Programme Global Joint Council and will report to the Passenger Agency Programme Agency Programme Global Joint Council.

RESOLUTION 814i

AGENCY PROGRAMME JOINT COUNCIL—ISRAEL

△ PAC2(58)814i(except USA) Expiry: Indefinite
Type: B

WHEREAS the Passenger Agency Conference (“the Conference”), in consultation with the travel agency community, wishes to establish a Council which will consider matters and make recommendations as set forth in paragraph 1.1.2 below, it is

RESOLVED that, the following provisions are adopted for Israel for implementation at the first opportunity.

1. ORGANISATION

The following body shall be established and shall continue to operate after implementation:

1.1 Agency Programme Joint Council (“the Council”)

each Member, operating schedule services to/from Israel, whether or not participating in the Billing and Settlement Plan of Israel and each Airline operating scheduled services to/from Israel which participates in such Plan may, by written notification to the Agency Administrator, nominate a person of senior management standing (the nominee) to serve as its representative on the Agency Programme Joint Council for Israel;

1.1.1 Composition

The Council shall consist of:

1.1.1.1 nominees of the members as outlined in 1.1 above, who shall constitute half of the Council's membership,

1.1.1.2 representatives, who are Accredited Agents, designated by an association recognized as a national agents' association or, by a combination of such recognized associations, and who shall constitute half of the Council's membership,

1.1.1.3 the local IATA representative of the Agency Administrator shall be an ex officio member (without voting rights) and shall act as secretary to the Council,

△ 1.1.1.4 there shall be a maximum of 18 members of the Council with equal representation between Airlines and Agents. The Airline representation shall consist of the largest local operating carrier, presiding as Chair, and up to 8 other Airline representatives;

1.1.2 APJC Authority and Terms of Reference

1.1.2.1 the Council may consider all aspects of the Agency Programme in Israel and make recommendations thereon in the form of agenda proposals to the Passenger Agency Conference which shall inform the Council of

action taken, with reasons therefore. Conversely, the Agency Administrator shall refer to the Council for comments and recommendations all proposals submitted to the Passenger Agency Conference which fall within the Council's area of interest;

1.1.2.2 the Council when it deems appropriate shall create a Local Financial Criteria Advisory Group to review and make recommendations to it on the Local Financial Criteria, which body shall function as per sub-paragraph 1.1.3 below.

1.1.3 Local Financial Criteria Advisory Group

1.1.3.1 the Council may establish a Local Financial Criteria Advisory Group to assist in the development of Local Financial Criteria. The Local Financial Criteria Advisory Group (LFCAG) will be under the direct control of the Council and shall:

- (i) be composed in equal numbers of qualified staff of both airline and agent members,
- (ii) consist at a minimum of two airline and two agent representatives as nominated by the APJC.

1.1.3.2 LFCAG may seek the assistance of legal expertise and/or external financial expertise to advise on local accounting standards.

1.1.3.3 the LFCAG will review any existing Local Financial Criteria against changing economic conditions in the market and make recommendations for change to the Council.

1.1.3.4 Recommendations of the LFCAG will be subject to ratification of the Council as per sub-paragraph 1.1.4.

1.1.4 Procedures

a simple majority of the Council shall constitute a quorum and recommendations or decisions shall be adopted when a majority of the air carriers and a majority of the Agents present vote in favour of the proposal. Except as provided herein, the Council shall establish its own procedures and submit a report of its activities to each meeting of the Conference.

△ 1.1.4.1 the IATA Secretary shall formally call meetings of the Council and shall establish the date and venue in consultation with the Chair. The Secretary shall compile and distribute the agenda in a timely manner.

△ 1.1.4.1.1 minutes of each meeting shall be compiled by the Secretary and presented to the Chair for approval. Thereafter such minutes shall be circulated promptly to the membership who shall be free to provide comments to those minutes for consideration at the next formal meeting of the Council where such minutes shall also be tabled for approval of the Council.

2. RULES AND PROCEDURES

The relationship between Members and their Accredited Agents shall be governed by the applicable Passenger Sales Agency Agreements and rules and procedures adopted by the applicable Passenger Agency Conference Resolutions including [resolution 800](#).

RESOLUTION 818g

PASSENGER SALES AGENCY RULES

△ PAC(58)818g/(Mail A595,
607)(except USA)

Expiry: Indefinite
Type: B

This Resolution is applicable in the following market and regions:

Area 1: Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bonaire, British Virgin Islands, Cayman Islands, Curacao, Dominica, French Guyana, Grenada, Guadeloupe, Guyana, Haiti, Jamaica, Montserrat, Nicaragua, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, St. Eustatius, St. Maarten (Dutch part), Saba, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Venezuela.

Area 2–Africa: Central/West Africa¹ (Mauritania only), Malawi, Mauritius, Morocco, Tunisia.

Area 2–Europe: Georgia.

Area 2–Middle East: Syrian Arab Republic, Yemen.

Area 3: Macau (SAR, China), South West Pacific, (Papua New Guinea and South West Pacific Islands only).

WHEREAS the Passenger Agency Conference ('the Conference'), in consultation with the travel agency community, wishes to provide consumers with a network of reliable and professionally managed sales outlets for air transportation products in an efficient and cost effective manner responsive to evolving individual marketplace requirements, it is,

RESOLVED that, the following provisions are adopted and implemented in any market/region (area), upon a request placed before the Conference in accordance with the Provisions for the Conduct of IATA Traffic Conferences. Notification of the date of implementation of this Resolution in any market shall be given to all Members by the Agency Administrator.

¹ Central/West Africa comprises: Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo (Brazzaville), Gabon, Ivory Coast, Mali, Mauritania, Niger, Senegal, Togo.

Contents

DEFINITIONS

GENERAL PRINCIPLES OF REVIEW

SECTION 1—AGENCY PROGRAMME JOINT COUNCIL**SECTION 2**—QUALIFICATIONS FOR ACCREDITATION**SECTION 3**—PROCEDURES**SECTION 4**—ISSUE OF STANDARD TRAFFIC DOCUMENTS**SECTION 5**—INTEGRITY OF STANDARD TRAFFIC DOCUMENTS—CUSTODY, PROTECTION AND PROPER ISSUANCE**SECTION 6**—REPORTING AND REMITTING**SECTION 7**—(INTENTIONALLY LEFT BLANK)**SECTION 8**—CONSEQUENCES OF DEFAULT**SECTION 9**—CONDITIONS FOR PAYMENT OF COMMISSION AND OTHER REMUNERATION**SECTION 10**—CHANGE OF OWNERSHIP, LEGAL STATUS, NAME OR LOCATION**SECTION 11**—REVIEWS BY THE TRAVEL AGENCY COMMISSIONER**SECTION 12**—ARBITRATION**SECTION 13**—MEASURES AFFECTING AN AGENT'S STANDING**SECTION 14**—AGENCY FEES**SECTION 15**—INDEMNITIES AND WAIVER**ATTACHMENT 'A'**—REPORTING AND REMITTING**ATTACHMENT 'B'**—NOTICE OF CHANGE**ATTACHMENT 'C'**—REPORTING & REMITTANCE EXCEPTIONS**ATTACHMENT 'D'**—APPLICATION OF AGENCY FEES**ATTACHMENT 'E'**—FINANCIAL ASSESSMENT FRAMEWORK FOR AGENTS WITH AN AMOUNT AT RISK GREATER THAN USD 5 MILLION**ATTACHMENT 'F'**—VOLUNTARY MORE FREQUENT REMITTANCE REQUEST**Definitions**

The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#). The use of words and expressions in the singular shall, where the context so permits, be taken to include their use in the plural and vice versa. Paragraph headings are for ease of reference only and do not form part of these Rules.

General Principles of Review

In the event the Agency Administrator, hereinafter referred to as IATA, notifies an Agent of any kind of failure to meet or continue to meet the criteria so here described or of any other irregularity or non-compliance with these Rules, the Agent shall at all times be able to enter into discussion with IATA, to provide information to demonstrate its compliance and continued compliance with the terms of this Resolution within the prescribed deadlines. The Agent is also able to request a review by the Travel Agency Commissioner in accordance with [Resolution 820e Section 1.4](#).

Section 1—Agency Programme Joint Council

In each market or area where this resolution is implemented an Agency Programme Joint Council (APJC) shall be established and shall continue to operate after implementation:

1.1 AGENCY PROGRAMME JOINT COUNCIL ('THE COUNCIL')

every Member or BSP Airline may, by written notification to the Agency Administrator, nominate a person of senior management standing (the nominee) to serve as its representative on the Agency Programme Joint Council for that market or area:

1.1.1 Composition

the Council shall consist of:

△ **1.1.1.1** Members and Airlines designated from time to time by the Agency Administrator, from those having designated a nominee, bearing in mind the local market conditions. Any Member and Airline representative may attend the APJC as an observer at the discretion of the Chair, whose approval shall not be unreasonably withheld. Observers are allowed to participate with the permission of the Chair and contribute in the discussions. Members/Airlines must not designate a General Sales Agent as their APJC representative. GSAs are also not permitted to attend APJC meetings as observers.

△ **1.1.1.2** representatives, who are Accredited Agents, selected from the agent community as coordinated by the agency association(s). Agent representation shall constitute half of the Council's membership. Executive officers of agent associations without a designated representative may attend the APJC as observers at the discretion of the Chair, whose approval shall not be unreasonably withheld.

1.1.1.3 IATA as an ex officio member; provided that the number of Members, Airlines and Agents' representatives as provided in **1.1.1.1** and **1.1.1.2** above shall be determined by the Agency Administrator in proportion to their respective numbers in the market or area of the Council and shall be included in his recommendation to the Conference; provided further that the total voting membership of the Council shall not exceed 18;

1.1.2 APJC Authority and Terms of Reference

1.1.2.1 the Council may consider all aspects of the Agency Programme in the market or area and make recommendations in the form of agenda proposals to the Passenger Agency Conference which shall inform the Council of action taken, and the reason for the decision made. Conversely, the Agency Administrator shall refer to the Council for comments and recommendations all proposals submitted to the Passenger Agency Conference which fall within the Council's authority,

1.1.2.2 the Council shall make recommendations to the Passenger Agency Conference regarding accreditation criteria in respect of financial standing;

1.1.2.3 in the event that no recommendation on changes to Local Financial Criteria, Remittance Frequency, or other matters within the terms of reference of an APJC can be achieved after consultation at an APJC within 24 months (including any event where the APJC was convened without a quorum) or 4 consecutive meetings where a quorum was met, any APJC member or group of members may make proposals directly to the Passenger Agency Conference.

1.1.2.4 the Council when it deems appropriate shall create a Local Financial Criteria Advisory Group to review and make recommendations to it on the Local Financial Criteria, which body shall function as per sub-paragraph **1.1.3** below.

1.1.3 Local Financial Criteria Advisory Group

1.1.3.1 the Council may establish a Local Financial Criteria Advisory Group to assist in the development of Local Financial Criteria for accreditation. The Local Financial Criteria Advisory Group (LFCAG) will be under the direct control of the Council and shall:

- (i) be composed in equal numbers of qualified staff of both airline and agent members,
- (ii) consist at a minimum of two airline and two agent representatives as nominated by the APJC.

1.1.3.2 LFCAG may seek the assistance of legal expertise and/or external financial expertise to advise on local accounting standards.

1.1.3.3 the LFCAG will review any existing Local Financial Criteria against changing economic conditions in the market and make recommendations for change to the Council.

1.1.3.4 Recommendations of the LFCAG will be subject to ratification of the Council as per sub-paragraph **1.1.4**.

1.1.4 Procedures

△ the Council shall meet when required and shall elect its Chair from its membership. A simple majority of the Council shall constitute a quorum and recommendations shall be adopted, for consideration by the Conference, when a majority of the air carriers and a majority of the Agents of the Council vote in favour of the proposal. Except as provided herein, the Council shall establish its own procedures and submit a report of its activities to each meeting of the Conference.

△ **1.1.4.1** the IATA Secretary shall formally call meetings of the Council and shall establish the date and venue in consultation with the Chair. The Secretary shall compile and distribute the agenda in a timely manner.

- △ 1.1.4.1.1 minutes of each meeting shall be compiled by the Secretary and presented to the Chair for approval. Thereafter such minutes shall be circulated promptly to the membership who shall be free to provide comments to those minutes for consideration at the next formal meeting of the Council where such minutes shall also be tabled for approval of the Council.

1.2 ISS Management

The Agency Administrator, as determined by [Resolutions 868](#) and [866](#), is the IATA official designated by the Director General as the holder of that office, or his authorised representative, and is responsible for the management of the Agency Programmes in accordance with the Rules and Resolutions of the Passenger Agency Conference, and has the authority to act in extraordinary circumstances.

ISS Management (IATA Settlement Systems Management) holds delegated responsibility from the 1998 IATA Annual General Meeting for the management and efficient operation of this business activity, as determined by [Resolution 850e](#). As defined in [Resolution 866](#), ISS Management means the functional areas of the Customer Financial and Digital Services division of IATA (CFDS), responsible for the management and operation of the IATA Settlement Systems, including central and regional ISS Management with overall responsibility for the operation of the BSPs.

Section 2—Qualifications for Accreditation

The requirements and qualifications listed in this [Section 2](#) (including established Local Financial Criteria published in the Travel Agent's Handbook) are designed to assess on fair and neutral terms whether the applicant has the necessary qualifications and financial standing to become and maintain status as an Accredited Agent, with the consequent credit entitlement that results.

2.1 Any person in possession of the appropriate official licence, where required, may become an Accredited Agent by making an application to IATA wherever such Person carries on business and by meeting the qualifications described below.

2.1.1 The applicant must demonstrate and/or provide evidence of compliance in respect of the following;

Registration/Licence

2.1.2 The applicant's business entity and/or its owners and managers must have the requisite official registration and/or licence to trade and offer travel agency services, as prescribed by applicable law.

Staff

2.1.3 The applicant must have in its employment competent and qualified staff able to sell international air transportation and correctly issue Standard Traffic Documents and report these to the BSP.

Finances

2.1.4 The financial stability of the applicant is assessed in relation to the Sales at Risk, taking into account net equity, net current assets compared to the net cash sales of an average prescribed reporting and remitting period. Such evaluation shall be in accordance with the Sales Agency Rules and, as the case may be, the Local Financial Criteria.

2.1.4.1 The applicant must provide accounts showing a satisfactory financial standing and ability to remain solvent and pay bills. The applicant shall submit independently produced financial statements prepared in accordance with local accounting practices.

2.1.4.2 To obtain a satisfactory evaluation, the applicant may be required to provide further information or additional financial support in the form of bank or insurance bonds or guarantees to cover the Sales at Risk. Recognising that IATA is mandated to conduct examinations of the financial standing of Agents in accordance with the provisions of this [Section 2](#), a BSP Airline may request a separate bank guarantee on the grounds that the current Local Financial Criteria in the market require strengthening, under which circumstances the following actions will apply:

- (i) The BSP Airline must notify the Agency Administrator that the current Local Financial Criteria in the market require strengthening

- (ii) The Agency Administrator will:
 - (a) authorise the BSP Airline to request a separate bank guarantee; any such bank guarantee obtained must be notified to IATA by both Airlines and Agents
 - (b) call an APJC meeting to propose strengthening the Local Financial Criteria in accordance with the requirements of Resolution 818g, [Section 1](#)
- (iii) In the event that no recommendation on changes to Local Financial Criteria can be achieved, the provisions of Resolution 818g, subparagraph [1.1.2.3](#) may be invoked
- (iv) Following the adoption by Conference of the changes to the Local Financial Criteria, and subsequent to a financial review of the Agent in accordance with these criteria, IATA will require the BSP Airline to return the Agent's separate bank guarantee to the Agent

2.1.4.3 The only other permissible separate airline bank guarantee is when it is for specific commercial interests. In such circumstances the airline must notify IATA of the precise circumstances and IATA will review such arrangements on a quarterly basis to determine whether the individual bank guarantee should continue.

Branch Locations in Other Markets/Regions

2.1.4.4 An applicant that opens Branch Locations in a market/region, that is different from where the Head Office legal entity is located, will be assessed against the Local Financial Criteria established for the market of the Branch Location. In such event the Agent will be required to submit the financial documents of the Head Office legal entity. Where the Agent is unable to meet the applicable Local Financial Criteria of the market of the Branch Location, it shall be required to furnish additional security in the form of a Financial Security to cover the Sales at Risk for that location.

Applicant owned by a Member

2.1.4.5 an applicant owned by a Member, where the Member or Member's parent company holds greater than 50% of the equity of the applicant or of the applicant's parent company, shall not be subject to the inclusion of the Member's sales by the applicant in the calculation of the Sales at Risk under the Local Financial Criteria, as adopted by the Conference and published in the Travel Agent's Handbook.

Premises

2.1.5 The applicant shall be identified as a place of business for a travel agency in accordance with applicable laws.

2.1.6 The Agency and/or place of business shall not be identified, or represent itself, as an office of an airline or group of airlines, nor have a name the same as that of a Member of IATA, or of IATA.

2.1.7 The location where business is conducted shall not be in office space jointly occupied with an airline or an airline's General Sales Agent. Where a location is jointly occupied with another Travel Agency, each Agent shall be responsible to report its sales under its separate IATA Numeric Code.

Trading History

2.1.8 No person who is a director of, or who holds a financial interest or a position of management in the Applicant, shall have been a director of, or had a financial interest, or held a position of management in an Agent which has been removed from the Agency List or is under notice of default and still has outstanding commercial debts;

2.1.9 The applicant may nevertheless be approved if IATA is satisfied that such person was not responsible for the acts or omissions that caused such removal or default and is satisfied that the applicant can be relied upon to comply with the terms of the Sales Agency Agreement, these Rules and other Resolutions of the Conference;

2.1.10 The applicant shall not trade as a General Sales Agent for any air carrier in the market where it is established.

Security

2.1.11 An applicant shall undertake to provide sufficient protection for its business, premises and systems used for the issuance of Standard Traffic Documents in accordance with the provisions detailed in [Section 5](#) of this Resolution.

2.1.12 The applicant shall have, at the place of business under application, the facility to issue on behalf of Members/Airlines participating in the BSP, Standard Traffic Documents through the use of an approved Electronic Ticketing System as defined in [Resolution 854](#).

2.1.13 An Agent is recommended to take all necessary precautions to protect its business and business applications.

Online Agent

2.1.14 Applicants for approval as an internet-only Agent must meet the criteria specified in this section with the exception of the physical requirements relating to Premises and Security. In addition any entity applying for the status of an Online Agent must have an established physical Head Office duly registered/licensed to operate as a business. The applicant will also be required to conclude a Passenger Sales Agency Agreement to cover each Online Agent location in a market.

2.1.15 The applicant will effect sales through a website and where local laws permit the applicant may have its Head Office Location/Administrative Office in one market and establish a local web address in another market. The Head Office Location/Administrative Office will be required to meet the criteria specified in this section. In such circumstances each location will be responsible for the reporting and remitting of BSP sales to the BSP of the market/region in which it is located.

Payment Card Industry Data Security Standards (PCI DSS) Compliance

2.1.16 The Agent must ensure its full compliance with the Payment Card Industry (PCI) Data Security Standards, as provided by the Card companies and made available to agents through IATA, and that all sensitive card data obtained during the process of completing a card sales transaction is handled, stored, and transmitted with due regards to the security of the data. Failure to comply with these requirements either as part of the Accreditation process or at any time per IATA's request will result in a Notice of non-compliance being issued against the Agent. This notice will include a set date of transition of the country of agents operation under [Resolution 812](#) and will specify that Credit Card form of payment will be restricted for this agent unless the evidence is provided prior to the specified date.

General Requirement

2.1.17 All material statements made in the application shall be accurate and complete.

Reviews and Consequences of Non Compliance

2.2 IATA has the right to conduct examinations of the financial standing of Agents annually and for cause at any time. IATA may request that an Agent must provide the documents deemed necessary to conduct such examination, by a date no earlier than seven days from the date of the request for the examination. Failure by the Agent to submit such documents will result in a Notice of Irregularity being issued to the Agent and to give the Agent 30 days to comply, except where IATA determines that the Agent has made all reasonable efforts to meet the specified date, in which case IATA, in its sole discretion, may extend the due date by a further seven days without penalty. Failure by the agent to comply shall be grounds for IATA to give the Agent written notice of removal from the Agency List, provided that if the Agent submits the required documents prior to the removal date the removal shall not take effect. Where the Agency Administrator gives notice of removal under this provision, the notice shall specify the date at which it will be effective, which shall not be before the date specified in clause [13.2](#) of the Passenger Sales Agency Agreement;

2.2.1.1 When IATA determines that an Agent no longer satisfies the applicable Local Financial Criteria, IATA shall immediately inform the Agent in writing of conditions as are deemed appropriate to be complied with by the Agent by a specified date including, but not limited to, the provision of a Financial Security if none had been previously required;

2.2.1.1(a) provided that such Financial Security will only be requested if the amount is equal to or higher than USD 5,000 or the equivalent in local currency for countries where the Local Financial Criteria specify that the Financial Security can be provided in local currency.

2.2.1.1(b) the provision in [2.2.1.1\(a\)](#) will only apply when there is no minimum Financial Security amount specified in the Local Financial Criteria.

2.2.1.2 Additionally, IATA has the right to review at any time the Agent's Sales at Risk and require an adjustment to any existing Financial Security provided to ensure appropriate and sufficient coverage. Such adjustment may require an increase or decrease in the Agent's Financial Security. The adjusted Financial Security provided under this Subparagraph shall be in accordance with these Sales Agency Rules, and may go beyond the established Local Financial Criteria including, in the event of action taken by the Agency Administrator for Prejudiced Collection of Funds, a requirement to provide a new Financial Security.

2.2.1.2(a) provided that an increase in the Financial Security amount will only be requested if the increase equals to or is higher than USD 5,000.

2.2.1.2(b) the provision in [2.2.1.2\(a\)](#) will only apply when there is no minimum Financial Security amount specified in the Local Financial Criteria.

2.2.1.3 In all cases where a Financial Security needs to be provided, it shall be provided by a specified date to be determined by IATA, which shall be 30 days (40 days in Argentina, Brazil, Canada, Colombia, Venezuela, Guatemala, El Salvador, Honduras, Hong Kong (SAR, China), Nicaragua, Costa Rica, Panama, Belize, Bolivia, Trinidad & Tobago, Tunisia, Antigua & Barbuda, Aruba, Barbados, Bonaire, Curacao, Dominica, Grenada, Guyana, Montserrat, St Kitts & Nevis, St Lucia, St Maarten, St Vincent & the Grenadines, Suriname, Bahamas, British Virgin Islands, Cayman Islands, Turks & Caicos, Dominican Republic, Haiti, Jamaica and Macau (SAR, China)) from the date of such written notification. On finding that the Agent failed to comply with a requirement to provide a Financial Security or an increase thereof, such failure shall be grounds for IATA to withdraw all Standard Traffic Documents and require the Agent to comply with the conditions within 30 days (40 days in Argentina, Brazil, Canada, Colombia, Venezuela, Guatemala, El Salvador, Honduras, Hong Kong (SAR, China), Macau (SAR, China), Nicaragua, Costa Rica, Panama, Belize, Bolivia, Trinidad & Tobago, Tunisia, Antigua & Barbuda, Aruba, Barbados, Bonaire, Curacao, Dominica, Grenada, Guyana, Montserrat, St Kitts & Nevis, St Lucia, St Maarten, St Vincent & the Grenadines, Suriname, Bahamas, British Virgin Islands, Cayman Islands, Turks & Caicos, Dominican Republic, Haiti and Jamaica). Failure by the agent to comply within the required days shall be grounds to give the Agent notice of removal from the Agency List, which removal shall take effect on a date that is not before the date specified in clause [13.2](#) of the Passenger Sales Agency Agreement, and to notify all BSP Airlines accordingly;

2.2.2 if subsequent to the action taken under [Subparagraphs 2.2.1.1](#) through [2.2.1.3](#) above, but prior to the removal date, the Agent satisfies IATA that the prescribed conditions have been met, the removal shall not take place, the Notice of Irregularity shall remain in place and IATA shall notify the Agent and all BSP Airlines accordingly;

2.2.3 in the circumstances described in [Subparagraphs 2.2](#) through [2.2.2](#) above IATA shall, if so agreed

by the Conference, using the procedures of the BSP, levy an administration charge on the Agent to cover additional workload caused by the late submission of financial documents and/or caused by delay in meeting the prescribed conditions referred to in [Subparagraph 2.2.2](#) above. The charge shall be as recommended by IATA through the APJC and agreed by the Conference;

2.2.4 where pursuant to the provisions of [Subparagraph 2.2](#) or [2.2.1.3](#) above Standard Traffic Documents are withdrawn or an Agent receives notice of removal, the Agent may within 30 days of the date of such withdrawal, notice of removal or of termination, invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner including the possibility of seeking interlocutory relief. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require the Agent to provide a bank or other financial guarantee to IATA in accordance with [Resolution 820e](#).

2.2.5 If an Agent is required to provide a Financial Security, the Agent must ensure that the Financial Security is and remains valid, and is renewed by the expiry date. IATA also has the right to review the validity of a Financial Security including in accordance with the Local Financial Criteria.

2.3 When IATA receives evidence that an Accredited Agent or Approved Location has changed status or does not continue to meet the qualifications for accreditation, IATA shall initiate a review of the Agent or Approved Location. If, following written notice by IATA of the qualification criteria that are at issue, the Agent is unable to demonstrate to IATA, by a reasonable date specified by IATA, that it meets the qualifications, by a date specified in that notice, which shall be no earlier than 15 days from the date of the notice, IATA shall give the Agent notice of removal from the Agency List. The notice of removal shall specify the earliest date at which removal shall be effective, which shall not be before the date specified in clause [13.2](#) of the Passenger Sales Agency Agreement. Removal from the Agency List here, and elsewhere in this Section, means that IATA shall withdraw all Standard Traffic Documents. Such removal shall not take effect if, prior to the date of removal, IATA determines that the Agent or Location meets the qualifications. The Agent or Approved Location may, within 30 days of the date of the notice of removal, invoke the procedures set out in [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner and may also apply for an interlocutory order staying the removal action pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require the Agent to provide a bank or other financial guarantee to IATA in accordance with [Resolution 820e](#).

2.4 if at any time IATA becomes aware that an application, which resulted in accreditation of the applicant, contained a material statement that was inaccurate or incomplete in respect of the criteria set out in [Subparagraph 2.1.8](#) and [2.1.13](#) of this Paragraph, it shall be grounds for IATA, if it considers that the circumstances so warrant, to remove the Agent, or the Location concerned, from the Agency List. IATA shall give the Agent up to

30 days advance notice in writing of removal from the Agency List; provided that such removal shall not take effect if, prior to the date of removal:

2.4.1 the Agent eliminates the grounds for such removal to the satisfaction of IATA, or

2.4.2 IATA is satisfied that the Agent can be relied upon to comply with the terms of the Sales Agency Agreement, these Rules and other Resolutions in the Travel Agent's Handbook.

2.4.3 the Agent invokes the procedures set out in [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner and successfully applies for interlocutory relief including provision of such bank or other guarantee as the Commissioner may deem appropriate.

2.4.4 in the event an Agent or applicant materially misrepresents its financial standing, providing that written evidence of such action is presented and can be verified, the Agency Administrator shall take action to remove the Agent from the Agency List and to remove the Agent's Ticketing Authority.

2.5 ISSUE OF STANDARD TRAFFIC DOCUMENTS

The following provisions shall apply in any market/region in which a BSP is in operation.

2.5.1 Granting and Termination of Ticketing Authority

2.5.1.1 a BSP Airline participating in the Billing and Settlement Plan may grant Ticketing Authority to a Head or Branch Office Location of the Agent;

2.5.1.2 any BSP Airline having granted Ticketing Authority to an Agent, may cancel such authority in respect of the Agent, or any Location of the Agent by so notifying the Agent in writing or by updating the relevant information online through the BSPlink system;

2.5.1.3 if the update is not performed electronically in BSPlink, the BSP Airline shall simultaneously advise the BSP of the removal of the Ticketing Authority and the BSP Manager shall instruct the Ticketing System to inhibit Ticketing issuance on behalf of that BSP Airline;

2.5.2 Issuance of Standard Traffic Documents

the Agent shall comply with the instructions issued by the BSP and the ticketing BSP Airline(s) in relation to the issuance and reporting of Standard Traffic Documents.

2.6 FAILURE TO COMPLY WITH REQUIREMENTS OR TO CONTINUE TO MEET QUALIFICATIONS

In the event an Agent fails to comply with any of the requirements or qualifications listed in the Passenger Sales Agency Rules or with any of the terms of the Passenger Sales Agency Agreement the Agency Administrator shall take action to remove the Agent's Ticketing Authority. In situations where an Agent fails to meet the requirements of the reporting and remittance rules Notice of Irregularity and/or default action will be taken as described in those rules.

2.7 FINANCIAL ASSESSMENTS FOR AGENTS WITH AN AMOUNT AT RISK GREATER THAN USD 5 MILLION

2.7.1 At any point, an Agent with an Amount at Risk greater than USD 5,000,000, will be subject to additional financial and operational reviews of the Agent's business in accordance to the financial assessment framework as established in [Attachment 'E'](#) of this Resolution. Any cost associated with such review will be borne by the Agent.

2.7.2 The assessment framework contains a set of criteria, each criterion categorised as either a key criterion, or a standard criterion. A subset of such criteria forms various sections of this framework. The determination to fail a section of this framework is considered by failing to meet at least one Key criterion, or a number of Standard criteria as indicated in [Attachment 'E'](#) of this Resolution.

2.7.3 To pass the assessment, the Agent must pass all sections of the framework in accordance to [Attachment 'E'](#) of this Resolution.

△ **2.7.4** If the Agent fails any section of the framework, in accordance to [Attachment 'E'](#) of this Resolution, the Agent will be required to provide a Financial Security to cover any Amount At Risk in excess of USD 5,000,000. The Financial Security requirements for any Amount At Risk below USD 5,000,000 shall continue to be governed by the Local Financial Criteria.

2.7.5 Notwithstanding the requirements as established in [2.7.1–2.7.4](#) of this section, the Agent will continue to undergo annual examination of its financial standing in accordance to section [2.2](#) of this Resolution.

Section 3—Procedures

Upon request, IATA shall supply each prospective applicant with an application form and a copy of the IATA Travel Agent's Handbook containing these Rules and other relevant information and guidance.

3.1 APPLICATION FOR ACCREDITATION

an applicant which wishes to be included on the Agency List and have a place of business entered as an Approved Location on the Agency List, or an Agent which wishes to have an additional place of business entered as an Approved Location on the Agency List, shall apply to IATA who is empowered to accredit the applicant or to reject such applications.

3.2 FORM OF APPLICATION—PROCESSING

3.2.1 the applicant must complete the application form prescribed. The submitted application shall be accompanied by financial statements as required under [Section 2](#) of these Rules, other documents as set forth in the Handbook and by fees covering the following:

3.2.1.1 application fee which is non-refundable, and

3.2.1.2 entry fee, and

3.2.1.3 the first annual Agency fee;

3.2.2 upon receipt, IATA shall, within one month subject to external influences, consider whether such application is complete. If any of the required information or fees have not been included with the application the Agency Services Manager shall so inform the applicant;

3.2.3 if IATA finds the application is complete, he shall publish, within one month subject to external influences, to Members and BSP Airlines in a listing that such application has been received. Such listing shall be published as required;

3.2.4 IATA may arrange an inspection to assist in determining whether the applicant meets the qualifications necessary to become an Accredited Agent or for a Branch Office Location, as applicable;

3.2.5 IATA shall consider each application and supporting information and any other information brought to his attention and decide within 15 working days of the application listing if the applicant meets the qualifications to become an Accredited Agent or Approved Location;

3.2.6 the applicant shall be notified promptly in writing of IATA's action and in the event of rejection shall be given clear reasons why the application failed;

3.2.7 a rejected applicant or an Agent whose application for an additional location has been rejected may, within 30 calendar days of the date of IATA's notice, request reconsideration of the decision by IATA or may invoke the procedures for review of IATA's action by the Travel Agency Commissioner;

3.2.8 subsequent to approval and addition to the Agency List any Member or BSP Airline may register with IATA information concerning the Accredited Agent, where it feels that approval justifies further review.

3.3 ACTION FOLLOWING ACCREDITATION OF APPLICANT

3.3.1 if IATA determines that the applicant or location has shown that it meets the qualifications, he shall request the Agency Administrator to enter the Applicant or Location on the Agency List;

3.3.2 the Director General, acting on behalf of such IATA Members as may appoint Agents, shall execute a Sales Agency Agreement with each Person accredited as an Agent in accordance with these Rules and the Agency Administrator shall, within one month subject to external influences, notify all Members of the names of parties executing Sales Agency Agreements and the dates of such Agreements;

3.3.3 the Agency Administrator shall maintain, publish and circulate, twice a year, an Agency List of all Persons with whom the Director General has entered into a Sales Agency Agreement in accordance with [Subparagraph 3.3.2](#) of this Paragraph, which will include, but not be limited to, the following information:

3.3.3.1 name and postal address,

3.3.3.2 address of place of business,

3.3.3.3 type (Head Office, Branch or Administrative Office),

3.3.3.4 date of Accreditation,

3.3.3.5 IATA Numeric Code;

3.3.4 for the purpose of these Rules, a Person's name shall be deemed to be included on the Agency List from the date when such Agreement is entered into until the date when it is terminated, and a Location shall be deemed to be included on the Agency List from the date when the Agreement applies to that place of business to the date when it ceases to apply;

3.3.5(a) an Accredited Agent wishing to identify a specific sales activity performed at an Approved Location, may request the allocation of an additional IATA Numeric Code for such purpose, on the following conditions:

3.3.5(a)(i) the Agent shall apply in writing to IATA, describing the specific sales activity referred to in [Subparagraph 3.3.5\(a\)](#) above and requesting the allocation of an additional IATA Numeric Code to identify such sales activity,

3.3.5(a)(ii) on receipt of such application, IATA shall verify that the specific sales activity for which the additional numeric code is required is conducted solely at the Location concerned and in compliance with the minimum security provisions set forth in [Section 5](#) of these Rules,

3.3.5(a)(iii) if satisfied that the foregoing conditions are met, IATA shall request the Agency Administrator to allocate the additional IATA Numeric Code accordingly,

3.3.5(a)(iv) an entry fee and an annual agency fee shall be payable as though the additional IATA Numeric Code applied to a separate Branch Office Location in accordance with [14.1](#) of [Section 14](#) of these Rules;

3.3.5(b) the additional IATA Numeric Code so allocated shall be entered on the Agency List but such entry shall not be considered as establishing a separate Branch Office Location.

3.4 APPOINTMENT OF AGENT BY INDIVIDUAL MEMBERS OR BSP AIRLINES

3.4.1 Manner of Appointment

3.4.1.1 All Accredited Agents, including all their Approved Locations, on the Agency List may be Appointed by a Member or BSP Airline:

3.4.1.1(a) by delegated authority to the Agency Administrator to Appoint all Accredited Agents on its behalf, such authority is deemed to have been granted unless the Member or BSP Airline notifies IATA that exclusions on a geographical basis for one or more markets are to be made. IATA will publish on the IATA website (www.iata.org) Members and BSP Airlines with markets where the Agency Administrator is not authorised to Appoint Agents,

3.4.1.1(b) alternatively, a Member or BSP Airline may deliver to such Agent a Certificate of Appointment in the form prescribed by the Conference in [Resolution 820](#);

3.4.1.2 an Airline may Appoint an Accredited Agent in accordance with the provisions of Resolution 850, Attachment 'E' Subparagraph [5\(b\)\(ii\)](#).

3.4.2 Effectiveness of Appointment

3.4.2.1 individual Appointments shall be effective:

3.4.2.1(a) as to those Members or BSP Airlines effecting Appointments through the Agency Administrator, immediately upon inclusion of the Agent on the Agency List, or as from the date the statement is deposited if such date is subsequent to that of the Agent's inclusion on the Agency List,

3.4.2.1(b) as to any other Member or BSP Airline, as from the date on the Certificate of Appointment.

3.5 TERMINATION OF INDIVIDUAL APPOINTMENT

3.5.1 any Member or BSP Airline having Appointed an Accredited Agent to act for it may cancel such Appointment in respect of the Agent or any Location of the Agent:

3.5.1.1 in the case of Appointment by the Agency Administrator, by so notifying the Agent in writing, with copy to the Agency Administrator;

3.5.1.2 in other cases, by delivering to the Agent a notice of termination cancelling the Certificate of Appointment.

3.6 CAPACITY AND INDEMNITY

Members or BSP Airlines appointing Agents undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions under these Rules (other than under [Section 1](#) of Attachment 'A' of these rules) and under other applicable Resolutions. Members and BSP Airlines participating in a Billing and Settlement Plan undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to such Plan under [Sections 1](#) and [2](#) of Attachment 'A' of these Rules and under [Resolution 850](#) and its Attachments.

Section 4—Issue of Standard Traffic Documents

4.1 Only Accredited Agents at Approved Locations may hold Standard Traffic Documents. IATA shall provide Agents with Standard Traffic Documents. Standard Traffic Documents furnished by IATA to the Agent are, and remain, the property of IATA until duly issued.

4.1.1 BSP Airlines Participating in the Billing and Settlement Plan

4.1.1.1 a BSP Airline may place its ticketing authority at a Head or Branch Office Location of the Agent appointed by it. Provided also that a ticketing authority supplied to an Approved Location shall also authorise the Agent, unless otherwise advised by the BSP Airline to the Agent in writing, to issue Standard Traffic Documents on any additional numeric codes assigned under the provisions of [Section 2](#) of [Subparagraph 2.2.5](#) of the Sales Agency Rules, to identify specific sales activities. Conversely, the BSP Airline is entitled to withdraw such ticketing authority;

4.1.2 Members not Participating in the Billing and Settlement Plan

4.1.2.1 a Member, not participating in the Billing and Settlement Plan, and wishing to conduct business with Accredited Agents at Approved Locations, shall do so in accordance with the provisions of the Passenger Sales Agency Agreement. This agreement and the Travel Agent Handbook govern the relationship between the Member and the Agent;

4.1.3 Removal by Agency Administrator in Special Circumstances

in the event a BSP Airline ceases all of its scheduled air service operations for reason of financial failure, the Agency Administrator shall, on instruction from the BSP Airline or from the Director General, cause that BSP Airline's BSP ticketing authorities to be removed;

4.1.4 Additional Responsibilities of Agent

4.1.4.1 an Agent is responsible for the safe custody and care of Standard Traffic Documents whilst these are in its possession;

4.1.4.2 Standard Traffic Documents shall be completed, validated and issued by the Agent only at an Approved Location.

4.1.4.3 an Agent shall not sell, validate or issue a Standard Traffic Document of or in the name of a BSP Airline for transportation solely on any other air carrier, unless the Agent has been so authorised by the BSP Airline whose ticketing authority has been used;

4.1.4.4 an Agent that does not make use of Standard Traffic Documents in its possession for a period in excess of twelve months shall have such BSP Standard Traffic Documents removed by the Agency Administrator. In the event, subsequent to the action above, an Agent has reason to request re-instatement of Standard Traffic

Documents it shall be subject to a review of its financial standing. If the inspection and the review reveal that the Agent still fulfils the accreditation criteria, the Agency Administrator shall reinstate ticketing facilities. If after a period of three months the Agent still does not make use of Standard Traffic Documents a notice of termination shall be sent to the Agent in accordance with [paragraph 13.1.3 of Resolution 824](#). Likewise, a notice of termination shall be sent to the Agent if three months after removal of the Standard Traffic Documents the Agent has not requested re-instatement of ticketing facilities.

4.1.5 Review of a BSP Airline's Individual Decision

4.1.5.1 notwithstanding the provisions of [Paragraph 4.1.1](#) of this Section and of [Paragraphs 3.4](#) and [3.5](#) of Section 3 of these Rules, an Agent which considers itself aggrieved by the decision of a BSP Airline:

4.1.5.1(a) to refuse to appoint such Agent, or

4.1.5.1(b) to withdraw its appointment of such Agent, or

4.1.5.2 with the result that such Agent's commercial interests are adversely affected to the point of placing its business in jeopardy, shall have the right to obtain such BSP Airline's criteria for appointing Agents or reasons for refusal, withdrawal or removal. If the Agent believes such justification is unreasonable then the Agent shall in the first instance seek clarification and satisfaction from the BSP Airline. If the issue is not thereby resolved, then the Agent shall have the right to have the BSP Airline's decision reviewed by the Travel Agency Commissioner pursuant to [Resolution 820e](#); provided that when the BSP Airline's decision to withdraw its appointment from an Agent was made in application of the collective provisions of these Rules, the Agent's right for review shall not be exercised against the BSP Airline individually but as set forth in such collective provisions of these Rules and pursuant to [Resolution 820e](#);

4.1.6 Review of Conference Decision

notwithstanding the provisions of [Paragraph 2.3](#) of the Passenger Sales Agency Agreement, in the event that Agent is aggrieved by the incorporation into its Agreement of amendments made by the Conference to IATA Resolutions it shall be grounds for the Agent, within 30 days receipt of the Agency Administrator's notification of such amendments, to seek a review of its grievance by the Travel Agency Commissioner pursuant to [Section 1.4.9](#) of [Resolution 820e](#).

Section 5—Integrity of Standard Traffic Documents—Custody, Protection and Proper Issuance

5.1 DUTY OF CARE

An Accredited Agent is duty bound to take all reasonable care and precautions to secure standard Traffic Documents assigned to it and to protect them from unauthorized or improper issuance or post-issuance tampering whilst in its custody.

5.2 LIABILITY

The liability of an Agent in the event of the following is a strict one: damage, expenses or loss experienced by the BSP Airline, its officers, agents or employees on account of the misapplication, theft or forgery of Standard Traffic Documents assigned to the Agent.

5.3 AGENT TO REPORT IRREGULAR OCCURRENCES

5.3.1 An Agent who has reason to suspect any of the above occurrences must immediately report the matter, in writing, in accordance with the provisions of the BSP Manual for Agents.

5.3.2 An Agent whose business premises suffer any form of unlawful entry, such as a forced entry or burglary, irrespective of whether or not material loss is detected, shall immediately report the incident to the police authorities, with copy of such report to IATA.

5.4 CONSEQUENTIAL ACTION

Upon receipt of a report that an Agent has suffered loss as a consequence of robbery, theft, burglary, fraud or any other unlawful means which might have compromised the integrity of Standard Traffic Documents assigned to the Agent, IATA shall immediately alert all BSP Airlines in the market and publish to them the serial numbers of any Standard Traffic Documents the integrity of which has been compromised.

5.5 REVENUE LOSSES ATTRIBUTABLE TO ALTERATION OR FALSIFICATION OF STANDARD TRAFFIC DOCUMENTS WHILST IN AGENTS CARE

5.5.1 A BSP Airline which has incurred revenue loss as a consequence of alteration of original entries or falsification of entries made in one or more Standard Traffic Documents issued in its name, which may reasonably be attributed to the issuing Agent, may request review of the irregularity by the Agency Administrator;

5.5.2 upon receipt of such a request, the Agency Administrator shall promptly invite the Agent's explanation of the purported irregularity and evaluate the documentary evidence thus obtained;

5.5.3 if the Agency Administrator does not receive an explanation from the Agent within ten working days of his request, or receives an explanation but concludes from it that an irregularity has indeed occurred and may reasonably be attributed to the fault of the Agent, he shall refer the matter, with all the documentary evidence in his possession, to the Travel Agency Commissioner with a request for review and action;

5.5.4 if the Agent demonstrates to the satisfaction of the Agency Administrator that the irregularity was committed by an employee who acted without the knowledge or complicity of the Agent, the Agency Administrator shall require the Agent to make good the revenue loss within a prescribed period prescribed by him. Failure by the Agent to adhere to the terms of the Agency Administrator's requirement shall cause him to refer the matter to the Travel Agency Commissioner, with a request for review and action;

5.5.5 if the Agency Administrator concludes that the detected irregularity and ensuing revenue loss stem from the Agent's own fault; intentional, negligent or otherwise, he shall immediately pass the documentary evidence gathered to the Travel Agency Commissioner, with a request for review and action.

Section 6—Reporting and Remitting

The provisions regarding sales reports, billings, remittances and collections and defaults under a Billing and Settlement Plan are contained in [Section 1](#) of Attachment 'A'.

Section 7—(Intentionally left blank)

Section 8—Consequences of Default

The provisions regarding the consequences of default are contained in [Section 2](#) of Attachment 'A'.

Section 9—Conditions for Payment of Commission and Other Remuneration

9.1 RATE OF COMMISSION OR AMOUNT OF REMUNERATION

Any commission or other remuneration paid to the Agent shall be established by the Member or BSP Airline. Such commission or other remuneration shall be established in advance and communicated in writing to the Agent. Any changes in the level of commission or other remuneration or associated condition shall be notified in advance by giving written notice to the Agent.

9.2 INTERLINE SALES

the amount of fare on which commission shall be computed may include, and the level of any other remuneration may take into account, interline passenger transportation over the services of other Members or BSP Airlines with which the Agent's principal has an interline Traffic agreement. A Member or BSP Airline may also pay commission or other remuneration to an Agent for passenger transportation sold on the services of an air carrier that is not a Member or BSP Airline when the Member or BSP Airline has been so authorised by such air carrier.

9.3 CONDITIONS FOR PAYING COMMISSION

9.3.1 where commission is payable to an Agent it shall be calculated on the amount of the fares applicable to the air passenger transportation:

9.3.2 the 'fares applicable' are the fares (including fare surcharges) for the transportation in accordance with the Member's or BSP Airline's tariffs and shall exclude any charges for excess baggage or excess valuation of baggage as well as all taxes and other charges collected by the Agent.

9.4 RECALL OF COMMISSION OR OTHER REMUNERATION

when a refund is made of all or any part of the fare or charge for any transportation, the commission or other remuneration shall be recomputed on the un-refunded fare or charge. If the commission or other remuneration has already been paid, any amount in excess of the recomputed commission or other remuneration shall be paid back. When there is an involuntary change of routing involving a substitution of surface transportation for confirmed air transportation a recall of commission or other remuneration shall not be deemed due. In case of involuntary change of routing to other air services, nothing shall prevent the Member from passing on the commission or other remuneration received from the new carrying carrier.

Section 10—Change of Ownership, Legal Status, Name or Location

10.1 NOTIFICATION OF CHANGES

All changes of ownership, shareholding legal entity, name or location of the Agent that may impact its accreditation status must be notified to IATA prior to the change to enable processing in accordance with the respective provisions of this Section. The parties to the Change of Ownership, may request IATA to be a party to a non-disclosure agreement. Information and data relating to the Agent will be treated as confidential. Following is a summary of the main provisions in this Section:

10.2 Changes within a corporation not requiring a new Sales Agency Agreement

10.3 Procedures for changes requiring a new Sales Agency Agreement

10.4 Other procedures for processing changes

10.5 Final approval by IATA

10.6 Effect of disapproval by IATA

10.7 Death of a sole owner or member of a partnership, or other unincorporated firm

10.8 Change of location or name

10.9 Sale of location to another Accredited Agent

10.10 Sale of Branch Office Location to an outside party

10.11 Change of location type

10.12 Late notifications or absence of Notification of Change

10.13 Notices to BSP Airlines

10.1.1 Definitions

10.1.1.1 Change of Ownership

(a) a sole owner, partnership or other unincorporated entity:

IATA approval is granted to specific persons. Therefore, if a sole owner sells to another person, or if a partnership or other unincorporated entity admits or withdraws a partner, this change represents a change of ownership.

(b) mergers and acquisitions in the case of a corporation or limited liability company.

10.1.1.2 Change of Shareholding

A company can change its shareholding through adding a new shareholder(s), removing or changing the existing proportion of shares between shareholders.

The change of shareholding can be major or minor and it depends on the change of control.

A change in control occurs when a) any person or legal entity acquires sufficient equity in the entity so as to hold at least a majority of the ordinary voting rights in the entity, or b) when any person or legal entity is divested of sufficient equity in the entity so as to no longer hold at least a majority of the ordinary voting rights in the entity.

10.1.1.3 Change of Legal Entity

A change of legal entity is defined as change in the legal nature of a corporation, partnership, proprietorship, or individual.

10.1.1.4 Change of Name

In this case the company changes its name, but the legal entity remains the same.

10.1.1.5 Change of Location

A change in the physical location of a business.

10.1.1.6 Inheritance

Inheritance refers to a change of ownership as a result of the death of a sole owner, or a member of a partnership or other unincorporated entity. An inter vivos transfer to a family member (or other party) will be treated as change of ownership or shareholding depending on the legal entity type involved.

10.2 CHANGES NOT REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT

10.2.1 An Agent, structured as a corporation or limited liability company must notify IATA when there is a disposal or acquisition of shares, even when such disposal or acquisition does not result in a change in control, as defined in [Section 10.1.1.2](#). This change does not require execution of a new Passenger Sales Agency Agreement, provided that the changes does not alter the Agent's legal nature with respect to its responsibilities and obligations under applicable law.

10.2.1.1 An Agent structured in a way other than as a corporation or a limited liability company must follow the provisions set out in [section 10.3](#) for changes to their ownership structure.

10.2.2 Sale of Location to Another Accredited Agent

In the event that an Agent sells a Location to another Agent the latter must give notice to IATA.

10.2.3 Processing

10.2.3.1 For each of the changes specified under sections [10.2.1](#) and [10.2.2](#), the Agent must within 7 days of the change occurring provide a Notice of Change to IATA.

The Agent will remain accredited after the Notice of Change has been provided to IATA unless, after reviewing the Notice of Change, it is determined that:

- (i) the Agent does no longer satisfy the criteria for accreditation; or
- (ii) the change specified in the Notice of Change alters the Agent's legal nature, in which case IATA will initiate a review of the Agent with the Travel Agency Commissioner in accordance with [Resolution 820e](#).

10.2.3.2 The Notice of Change, if executed by IATA, will take effect from the date when the change takes place.

10.3 CHANGES REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT

For all changes described under this section [10.3](#), the transferor accepts the liability for any outstanding Billing which either has not yet been remitted to IATA, or where the related Remittance Date has still to be reached, whichever event occurs last, until IATA has been notified of the date that the Change of Ownership takes place, through the submission of a Notice of Change, shown as [Attachment C](#) to this Resolution, and such Change of Ownership takes effect.

10.3.1 Change of Ownership

The following changes to an Agent require the execution of a new Passenger Sales Agency Agreement and require the Agent to submit a Notice of Change before the change has taken place, and an application for accreditation in accordance with the provisions of [section 2](#) as soon as practicable given the nature of the change:

- (a) in the case of a sole owner, partnership or other unincorporated entity:
 - (i) the death of the sole owner or of a member of a partnership or other unincorporated firm;
 - (ii) the transfer of an interest in the Agent that has the effect of transferring control of the Agent to a Person who did not previously have control of the Agent;
 - (iii) the admission or withdrawal of a partner; or
- (b) in the case of a corporation or limited liability company:
 - (i) the acquisition of the Agent by a Person or a Legal Entity;
 - (ii) the merger of the Agent with a Person or Legal Entity; or
 - (iii) major change of shareholding—the disposal or acquisition of shares resulting in change in control as defined in [section 10.1.1.2](#).

10.3.2 Change of Legal Entity

The following changes to the Agent's Legal Entity require the execution of a new Passenger Sales Agency Agreement and require the Agent to submit a Notice of Change before the change has taken place, and an application for accreditation in accordance with the provisions of [section 2](#) as soon as practicable given the nature of the change:

- (a) in the case of a sole owner, partnership or other unincorporated entity:
 - (i) the incorporation of the Agent
- (b) in the case of a corporation or limited liability company:
 - (i) the transformation of the Agent into a partnership or unincorporated firm
 - (ii) any change in the legal nature of the Agent

10.3.3 Processing

10.3.3.1 The Agent undergoing changes per [10.3.1](#) or [10.3.2](#) must provide:

- (a) Audited financial statements. If audited financial statements cannot be provided, the Agent must provide financial statements accompanied by a compliance certificate signed by a CEO, CFO or other equivalent executive;
- (b) Any other documentation necessary for the Global Financial Assessor (GFA) to conduct an assessment of the Agent post-change.

10.3.3.2 The GFA will assess the financial statements as per the applicable Local Financial Criteria and may conduct checks against the following test to assess the risks associated with the change:

- (a) Viability of the business, including evolution of EBITDA and EBT
- (b) Capital structure of the Agent, including levels of debt
- (c) Liquidity ratio
- (d) Credit Losses and Agent ability to collect receivables
- (e) Potential operational disruptions following restructuring
- (f) Cash levels and distribution to shareholders
- (g) Efficiency of the business model post transition
- (h) Occurrence of indemnified events
- (i) Aggressiveness of expansion
- (j) Restructuring of the organisation's governance
- (k) Irregularities and Defaults incurred

10.3.3.3 The GFA will assess the impact of the change on the financial standing of the Agent and assign a risk rating. If the risk rating is medium or high, the Agent must provide a Financial Security equivalent to its Sales at Risk, or per the Financial Security provisions for New Applicants in the Local Financial Criteria, whichever is higher. If the risk rating is low, the Agent must only provide a Financial Security if the Local Financial Criteria require it.

10.3.3.4 If the Agent is unable to provide audited financial statements or other documents required per the provisions set out in [section 10.3.3.1](#), then a Financial

Security equivalent to the Agent's Sales at Risk, or per the Financial Security provisions for New Applicants in the Local Financial Criteria, whichever is higher, must be provided.

10.3.3.5 On finding that the Agent failed to comply with the requirements per [section 10.3.3.3](#) and [10.3.3.4](#) to provide a Financial Security, such failure will be grounds for IATA to withdraw all Standard Traffic Documents (STDs) in accordance with the provisions of this Resolution.

10.3.4 Other Changes Requiring a New Passenger Sales Agency Agreement

The following changes require the execution of a new Passenger Sales Agency Agreement and require the Agent to submit a Notice of Change before the change has taken place. If applicable, the Agent must also submit an application for accreditation in accordance with the provisions of [section 2](#) as soon as practicable given the nature of the change:

- (a) a change of legal name in accordance with the provisions of [section 10.8](#);
- (b) the sale of a Branch Location by the Agent ("the transferor") to another person who is not an Agent ("the transferee"), where the Branch Location will no longer be included under the accreditation of "the transferor", both the transferor and the transferee must jointly give notice to IATA;
- (c) a change of Head Office Location to another country, in accordance with [section 10.8.4](#).

10.3.5 Processing

10.3.5.1 In accordance with the provisions of [sections 10.3.1](#) to [10.3.4](#), upon receipt of the Notice of Change, IATA will:

- (a) countersign the Notice of Change which will have the same effect as a Passenger Sales Agency Agreement until the application for accreditation or change is approved or disapproved and actions are taken in accordance with [sections 10.4](#) or [10.5](#) as applicable;
- (b) bill the Agent for applicable change application fee, as provided in Subparagraph 14.1.1.4 of these Rules; and
- (c) publish details promptly to all BSP Airlines that such Notice of Change has been received.

10.3.6 when an Agent with more than one Approved Location undergoes a change pursuant to this Subsection [10.3](#), a Notice of Change must be submitted by the Agent only in respect of the Head Office Location, which will apply to all Approved Locations if the Agent confirms on its own letterhead that, except for such new ownership or status, the information previously submitted in connection with the other Approved Locations remains unchanged.

10.3.7 when an Agent undergoes a change specified under [section 10.3.1](#) to [10.3.4](#) that also includes a change of name or location, all changes must be notified by the Agent in a single Notice of Change and IATA will process all changes as one application.

10.3.8 the Notice of Change form, if executed by IATA, will take effect from the date when the change takes place. The previous Passenger Sales Agency Agreement will then terminate or cease to apply to the Location concerned as of the date when the change takes place, without prejudice to the fulfilment of all obligations accrued prior to the date of termination.

10.4 FINAL APPROVAL BY IATA

10.4.1 if the accreditation requirements in this Resolution are satisfied, IATA will:

- (a) notify and sign a Passenger Sales Agency Agreement with the Agent. The Passenger Sales Agency Agreement will be effective from the date when the change took place in accordance with the provisions of section [10.4.1\(b\)](#); and
- (b) notify all BSP Airlines accordingly and, when required, make any necessary amendment to the Agency List.

10.5 EFFECT OF DISAPPROVAL BY IATA

10.5.1 if IATA is:

- (a) unable to approve a change in accordance with this section [10](#);
- (b) unable to execute a Passenger Sales Agency Agreement with the Agent; and/or
- (c) the Agent fails to provide a Notice of Change to IATA in accordance with the provisions of [Section 10.8](#) and subsequently fails to revert to its previous approved state or submit the required Notice of Change IATA will:
- (d) in cases of a change requiring a new Passenger Sales Agency Agreement, issue a Termination Notice to the Agent, removing the Agent from the Agency List and terminating the Passenger Sales Agency Agreement in accordance with the provisions of section [13](#) and, if applicable, issue a notice to the new owner notifying that the Notice of Change will no longer have effect as a Passenger Sales Agency Agreement;
- (e) in case of a change not requiring a new Agreement, issue a Termination Notice to the Agent withdrawing any provisional approval that has been given, removing the Agent from the Agency List and terminating the Passenger Sales Agency Agreement in accordance with the provisions of section [13](#); and
- (f) in all cases:
 - (i) give the specific reasons for IATA's action in writing via the IATA Customer Portal;
 - (ii) notify all BSP Airlines accordingly; and
 - (iii) remove the Agent's Electronic Ticketing Authority.

10.5.2 If the Agent receives a Termination Notice from IATA in accordance with section [10.5.1](#), the Agent may within 30 days of the date of the Termination Notice request that IATA reconsiders the decision or invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner.

10.5.3 Upon request in accordance with [10.5.2](#) for reconsideration by IATA by the Travel Agency Commissioner in accordance with the provisions of [Resolution 820e](#), the disapproval action will be stayed and the status quo restored pending the result of the reconsideration or of the review. The Travel Agent Commissioner must require that a Financial Security be provided as a condition for the stay.

10.5.4 In the case of a change of ownership, if the Agent notifies IATA that the change has been revoked, providing sufficient evidence correctly dated, and the Agent is restored in all respects to its previous ownership, IATA will reinstate the Agent's Passenger Sales Agency Agreement and, when applicable, reinstate the Agent's Ticketing Authority and notify the Agent and all BSP Airlines accordingly.

10.6 DEATH OF A SOLE OWNER OR OF MEMBER OF A PARTNERSHIP OR OTHER UNINCORPORATED FIRM

10.6.1 in the event of the death of the sole owner of an Agent, or of a member of a partnership or other unincorporated firm, the person entitled to represent the decedent's estate (in the case of a sole ownership) or the remaining member(s) of the partnership or other unincorporated firm, must promptly advise IATA who will either withdraw all Ticketing Authorities or execute a temporary Passenger Sales Agency Agreement, as provided below. In order to preserve the goodwill of the Agent as far as possible, IATA may, at the request of the person entitled to represent the decedent's estate (in the case of a sole ownership) or the remaining member(s) of the partnership or other unincorporated firm, enter into a temporary Passenger Sales Agency Agreement with the requesting party, reinstate Ticketing Authority if already withdrawn, and advise BSP Airlines accordingly. The temporary Passenger Sales Agency Agreement will be in the same form and have the same effect as a Passenger Sales Agency Agreement except that:

10.6.1.1 if IATA at any time has reason to believe that the financial situation of the decedent's estate, the partnership or other unincorporated firm is unsatisfactory, IATA will withdraw Ticketing Authorities and give the person entitled to represent the decedent's estate (in the case of a sole ownership) or the remaining member(s) of the partnership or other unincorporated firm, notice of termination of the temporary Passenger Sales Agency Agreement and notify all BSP Airlines accordingly. The termination will take effect on a date that is not before the date specified in clause [13.2](#) of the Passenger Sales Agency Agreement. The estate, partnership or other unincorporated firm may within 30 days of the date of IATA's notice invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner and may also apply for an interlocutory order staying the termination and restoring the status quo pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner must require the estate, partnership or other unincorporated firm to provide a Financial Security in accordance with [Resolution 820e](#),

10.6.1.2 if prior to the date of termination of the temporary Passenger Sales Agency Agreement the decedent's estate or the partnership or other unincorporated firm submits evidence of a satisfactory financial situation, the termination will not take effect and IATA will notify the Agent and all BSP Airlines that Ticketing Authorities have been reinstated,

10.6.1.3 if the termination of the temporary Passenger Sales Agency Agreement takes effect, IATA will remove the Agent from the Agency List and notify the person entitled to represent the decedent's estate or the partnership or other unincorporated firm and all BSP Airlines accordingly. Upon receipt of such notice, BSP Airlines will take the same action as required on removal of an Agent from the Agency List;

10.6.2 if the person entitled to represent the decedent's estate proposes to transfer or to confirm the transfer of the decedent's interest in the Agent to an heir, legatee or other person, or notifies that the decedent's interest is withdrawn from the partnership or other unincorporated firm, such transfer or withdrawal will be deemed a change of ownership for the purposes of this Section. The signatory of the temporary Passenger Sales Agency Agreement and the transferee will jointly give notice to IATA as required under [Paragraph 10.3](#) of this Section and thereafter the provisions of that Paragraph will apply;

10.6.3 subject to earlier termination under the provisions of Subparagraph [10.7.1](#) or [10.7.2](#) of this Paragraph, a temporary Passenger Sales Agency Agreement with the representative of the estate of a deceased sole owner will terminate if such representative ceases to carry on the Agent's business at the Location covered by the Agreement.

10.7 CHANGE OF LOCATION OR NAME

10.7.1(a) when an Agent moves from an Approved Location to another location not so approved, such Agent must:

10.7.1(a)(i) as far in advance as possible but in any case before effecting the change, providing it can legally do so, notify IATA of the new address and remit the appropriate application fee,

10.7.1(a)(ii) if requested submit as soon as practicable two photographs of the interior and exterior of the new location;

10.7.1(b) IATA may arrange for an inspection of the new location and will notify all BSP Airlines of the proposed new location. If the inspection report is favourable, the new location will be deemed an Approved Location. If the investigation report is unfavourable the new location will not be approved and IATA will give the Agent written notice of termination of the Passenger Sales Agency Agreement or of removal from the Agency List in the case of a Branch Office Location, specifying the date on which termination will be effective, which will not be before the date specified in clause 1.3.2 of the Passenger Sales Agency Agreement, and notify all BSP Airlines accordingly. Such termination or removal will not take effect if,

prior to the date of termination or removal, IATA is able to approve the application for change of location;

10.7.1(c) the authority to act as an Approved Location will continue to apply to the new location, pending the action taken under Subparagraph [10.7.1\(b\)](#) of this Paragraph, provided that the move from the Approved Location to the new location is effected on, but in no event more than five working days later than, the date the Approved Location is closed;

10.7.2(a) when an Agent changes its name, such Agent must:

10.7.2(a)(i) as far in advance as possible but in any case before effecting the change, providing it can legally do so, notify promptly IATA of the new name, and

10.7.2(a)(ii) remit the appropriate application fee;

10.7.2(b) IATA will determine whether the new name can be approved pursuant to the provisions of Subparagraph [2.1.6](#), Section 2 of these Rules. If affirmative, he will approve the new name, notify all BSP Airlines accordingly and record the new name on the Agency List and in the Agent's Agreement. If negative, IATA will disapprove the application and give the Agent written notice of termination of the Passenger Sales Agency Agreement, specifying the date on which termination will be effective which will not be before the date specified in clause [13.2](#) of the Passenger Sales Agency Agreement, and notify all BSP Airlines accordingly. Such termination will not take effect if, prior to the date of termination, the Agent reverts to its approved name or IATA is able to approve the application for change of name;

10.7.3 when an Agent's application for change of location or name is disapproved, or its Passenger Sales Agency Agreement is terminated or its Approved Location is removed from the Agency List, the Agent may, within 30 days of IATA's notice, invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner and may also apply for interlocutory order staying termination or removal pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner will require the Agent to provide a Financial Security to IATA in accordance with [Resolution 820e](#); in such case IATA will withdraw all Ticketing Authorities pending the outcome of the review, and notify the Agent and all BSP Airlines accordingly, provided that the Agent has failed to apply for an interlocutory order, or the order has been denied or the Agent has not provided a Financial Security required by the Commissioner as a condition for interlocutory relief.

10.7.4 Change of Head Office Location to Another Country

In the event a Head Office Location changes from one country to another without prior notification, IATA will take action to remove the Agent's Ticketing Authority pending review of its changed circumstances and evidence confirming its principal place of business for the Head Office and compliance with the Local Financial Criteria applicable to the country concerned. Such removal of the Agent's Ticketing Authority may lead to removal from the

Agency List and termination of the current Passenger Sales Agency Agreement until such time as a new application for accreditation, complying with all Local Financial Criteria in the other country, is reviewed and approved and a new Passenger Sales Agency Agreement has been signed with the Head Office legal and business entity in the new country.

10.8 CHANGE OF LOCATION TYPE

10.8.1 in the event that an Agent wishes to change the Location type under which it is shown in the Agency List to another Location type by which Locations are identified in the Agency List, such as Head Office to Branch Location, the Agent must:

10.8.1.1 apply to IATA, giving full details of the proposed change, and

10.8.1.2 on request from IATA, remit the appropriate administration fee or such other fee, appropriate to the change, as provided for in these Rules;

10.8.2 IATA will determine if the change of Location type requested by the Agent is of an administrative nature or one requiring further investigation and processing under another provision of these Rules;

10.8.3 if the former, IATA will record the change of Location type in the Agency List and notify the Agent and all BSP Airlines accordingly;

10.8.4 if the latter, IATA will so notify the Agent and proceed to process the change as provided for elsewhere under these Rules;

10.9 LATE NOTIFICATION OR ABSENCE OF NOTIFICATION OF CHANGE

10.9.1 in respect of absence of notification of change of ownership, shareholding, name or legal entity if the Notice of Change form is not received by IATA before the change has taken place, IATA will remove the Ticketing Authorities and the Agent will be informed by IATA to provide the required Notice of Change form within 5 days. If within 5 days the Agent provides the required Notice of Change form, the removal of Ticketing Authorities will no longer apply but IATA will apply a late notification of change fee. If within 5 days the Agent does not revert to its previous ownership or submit the required Notice of Change form then the Agent will be given notice of termination of the Passenger Sales Agency Agreement. IATA will notify all BSP Airlines accordingly and the provisions of Subparagraph 13.4.1 of Section 13 of these Rules will apply. The transferor or Agent may within 30 days of the notice of removal of Ticketing Authorities invoke the procedures set out in [Resolution 820e](#) for review of IATA's action by the Travel Agency Commissioner and may also apply an interlocutory order staying termination or removal pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Commissioner must require the Agent to provide a Financial Security in accordance with [Resolution 820e](#). Any future application from the

transferee must be processed in accordance with the provisions of [Section 3](#) of these Rules;

10.9.2 in respect of late notification of change of ownership, shareholding, name or legal entity if the Notice of Change form is received after the change has taken place, IATA will apply a late notification of change fee.

10.9.3 in respect of late/absence of notification of a change of location, IATA will apply a late notification of change fee.

10.10 NOTICE TO BSP AIRLINES

IATA, when giving any notice to BSP Airlines required under the foregoing provisions of [Section 10](#) will give a copy of such notice to all IATA Member Airlines.

Section 11—Reviews by the Travel Agency Commissioner

The jurisdiction of the Travel Agency Commissioner is set out in [Resolution 820e](#) as are the procedures for conducting reviews.

Section 12—Arbitration

12.1 RIGHT TO ARBITRATION

12.1.1 Any party to a dispute settled in accordance with [Resolution 820e](#) shall have the right to submit the Travel Agency Commissioner's decision to *de novo* review by arbitration in accordance with this Section.

12.1.2 Where the Travel Agency Commissioner has granted interlocutory relief, such relief and any bank or other guarantee shall remain in effect pending the outcome of the arbitration. The arbitrators, however, will have the power to vary the terms of the bank or other guarantee as they deem appropriate including requesting additional guarantees from the Appellant.

12.2 AGREEMENT TO ARBITRATE

12.2.1 All disputes arising out of or in connection with a decision rendered by a Travel Agency Commissioner (a "Decision") shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules and judgment upon the award may be entered in any Court having jurisdiction thereof.

12.2.2 Unless otherwise agreed by the parties, the language of the arbitration shall be English, but at the request of a party, documents and testimony shall be translated into such party's native language.

12.2.3 The place of arbitration shall be in the country of the Approved Location concerned or the location under application, as the case may be, unless otherwise agreed by the parties. Notwithstanding the foregoing, in the event that the laws of such country are inconsistent with the effect of subparagraph [12.2.5](#) herein, then in the case of a Decision rendered with respect to Area 1, the place of arbitration shall be, at the election of the claimant, either Montreal, Quebec or Miami, Florida; in the case of a Decision rendered with respect to Area 2, the place of arbitration shall be Geneva, Switzerland; and in the case of a Decision rendered with respect to Area 3, the place of arbitration shall be, at the election of the claimant, either Singapore or Sydney, Australia.

12.2.4 The award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which the award is based.

12.2.5 The arbitration award shall be final and conclusively binding on the parties and shall be complied with in accordance with its terms.

12.3 COMMENCEMENT OF THE PROCEEDING

12.3.1 Arbitration proceedings pursuant to this [Section 12](#) shall be commenced no later than thirty (30) calendar days from the date of the Travel Agency Commissioner's award.

Section 13—Measures Affecting an Agent's Standing

13.1 RELINQUISHMENT BY AGENT

13.1.1 an Accredited Agent may voluntarily relinquish its Accreditation in respect of all or any of its Approved Locations at any time by giving notice in writing to the Agency Administrator who shall notify all Members and BSP Airlines. The withdrawal shall take effect on a date that is not before the date specified in clause 13.2 of the Sales Agency Agreement, unless these Rules specify a different date. Such withdrawal shall be without prejudice to fulfilment by the Agent and each of the BSP Airlines having the Agent under appointment, of all obligations accrued up to the date of withdrawal from the Agency List;

13.1.2 in the event an Agent voluntarily relinquishes any BSP Airline's appointment it shall so notify the BSP Airline in writing;

13.2 REMOVAL BY AGENCY ADMINISTRATOR

13.2.1 the Agency Administrator may, in accordance with the provisions of these Rules, remove for cause an Agent or a Location of an Agent from the Agency List by giving notice in writing to the Agent to take effect in accordance with these Rules. Such removal shall be without prejudice to fulfilment by the Agent and each of the BSP Airlines having the Agent under appointment of all obligations accrued up to the date of removal from the Agency List;

13.2.2 notwithstanding the provisions contained in [Paragraph 4 of Resolution 824](#), when evidence is produced that an Agent uses its IATA accreditation to engage in, and profit from, activities which, if associated with IATA, may prove detrimental to the good standing of IATA, the Agency Administrator may remove the Agent from the Agency List and notify all members of the action being taken. The Agency Administrator shall give notice to the Agent of such removal and its effective date, which shall be no earlier than 15 days after the date of the notice, and such removal shall be without prejudice to fulfilment by the Agent and each of the BSP Airlines having the Agent under appointment of all obligations accrued up to the date of removal from the Agency List. The Agent may within 15 days of the date of the removal notice invoke the procedures set out in [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner and may also apply for an interlocutory order staying the removal and preserving the status quo pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require the Agent to provide a bank or other financial guarantee to IATA in accordance with [Resolution 820e](#).

13.3 EFFECT OF REMOVAL

13.3.1 Removal

13.3.1.1 when notice has been served by the Agency Administrator that an Agent or Location is to be removed from the Agency List:

13.3.1.1(a) the Agency Administrator shall by notice to the Agent terminate the Agent's Sales Agency Agreement or exclude the Location from the application of the Agreement and so notify BSP Airlines. The termination or exclusion shall take effect on a date that is not before the date specified in clause 13.2 of the Sales Agency Agreement, unless these Rules specify another date,

13.3.1.1(b) IATA shall withdraw all Ticketing Authorities with the Agent or with the Location and require an immediate accounting and settlement of monies due,

13.3.1.1(c) the Agent may within 30 days of the date of the termination or removal notice invoke the procedures set out in [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner and may also apply for an interlocutory order staying the termination and preserving the status quo pending the outcome of the review;

13.4 OTHER MEASURES AFFECTING OPERATION OF AGENT

when an Agent is declared bankrupt, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal procedure affecting its normal operation, the Agency Administrator shall, when allowed by the provisions of applicable law at the Agent's place of business, withdraw all Ticketing Authorities and remove the agent and all its locations from the Agency List.

13.5 APPOINTMENT AND DUTIES OF COORDINATOR

13.5.1 IATA Management shall appoint the Coordinator upon the request of the Agency Administrator when an Agent or a Location which operates under the Billing and Settlement Plan procedures:

13.5.1.1 is removed from the Agency List under these Rules; or

13.5.1.2 is declared in default under these Rules; or

13.5.1.3 has an application for change of ownership disapproved under these Rules;

13.5.2 the Agency Administrator shall immediately remove all Ticketing Authorities from the Agent or the Location concerned and shall, when so prescribed, require an immediate accounting and settlement of all monies due unless the Commissioner has made an interlocutory order staying such action and preserving the status quo.

13.6 CHANGES TO AGENT'S OFFICIAL LICENCE

if the government authorities of the place where an Agent's Location is situated terminate, suspend or otherwise condition the official licence granted to such Location, the Agency Administrator shall promptly notify all BSP Airlines and the Agent of the effects of such action.

13.7 USE OF IATA LOGO

13.7.1 an IATA Accredited Agent may use the logo on its letterhead and publicity materials exactly as illustrated in the Travel Agents Handbooks. No other forms of IATA logo are authorised for Agent use;

13.7.2 the use of the logo is permitted only in connection with activities of an IATA Accredited Agent's Approved Locations;

13.7.3 the IATA logo may not be used in any way to misrepresent an existing industry service such as the IATA Travel Agent Identity (ID) Card.

13.8 FORCE MAJEURE

△ The Agent shall not be liable for delay or failure to comply with the terms of the Passenger Sales Agency Agreement to the extent that such delay or failure (i) is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, act of government, or any other cause, whether similar or dissimilar, beyond the reasonable control of the Agent, and (ii) is not the result of the Agent's lack of reasonable diligence (an "excusable delay"). In the event an excusable delay continues for seven days or longer, the Agency Administrator may terminate this Agreement by giving the Agent whose performance has failed or been delayed by the excusable delay at least thirty days' prior written notice of such election to terminate.

Section 14—Agency Fees

14.1 FRAMEWORK FOR AGENCY FEES

14.1.1 This [section 14](#) establishes the process for the charging of Agency fees.

14.1.2 Structure of Section 14

14.1.2.1 This [section 14](#) is structured as follows:

- (a) Types of Agency Fees
- (b) Invoicing
- (c) Non-Payment of annual agency or administrative fees
- (d) Use of Agency Fees
- (e) Application of Agency Fees
- (f) Charges

14.2 TYPES OF AGENCY FEES

The different types of Agency fees are set out in [Resolution 818g Attachment 'D'](#).

14.3 INVOICING

14.3.1 Except in respect of the first annual fee payment which must be settled upon application, annual agency fees for each calendar year will be due no later than December 1 of the preceding year in accordance with the instructions provided by IATA. Invoices for such fees will be issued by IATA for collection through the BSP, except where this is not operationally feasible payment will be due within 30 days of the date of issue. All fees will be listed and established in Swiss Francs (CHF) and will be invoiced in the currency of collection.

14.4 NON-PAYMENT OF ANNUAL, APPLICATION OR ADMINISTRATIVE FEES

14.4.1 if any Agent fails to pay the annual agency fee by the due date, IATA will issue a Notice of Irregularity, including notice of suspension, and will give the Agent 30 days to comply. Failure by the Agent to comply within 30 days will cause IATA immediately to remove the Agent's Ticketing Authority and to give the Agent written notice of removal from the Agency List, provided that if the Agent submits payment prior to the removal date the removal shall not take effect. Where the Agency Administrator gives notice of removal under this provision, the notice shall specify the date at which it will be effective, which shall not be before the date specified in [clause 13.2](#) of the Sales Agency Agreement. Payment of annual fees by the Agent after the due date may be subject to a 10% late payment charge to cover costs incurred.

14.4.2 in the event an Agent refuses to remit the correct level of application fee, or administration fee, then the Agency Administrator shall promptly notify the Agent in writing that its Sales Agency Agreement shall be terminated within 30 days for failure to pay fees due;

14.4.3 if an Agent whose Agreement has been terminated under Subparagraph **14.4.2** of this Paragraph subsequently remits the correct fees within 30 days, following such termination, the Agency Administrator may reinstate the accreditation of an Agent. Such Agent's name shall then be re-entered on the Agency List and a Sales Agency Agreement shall be executed or re-instated;

14.4.4 an Agent may within 30 days of the date of the notice in Subparagraphs **14.4.1** or **14.4.3** invoke the procedures set out in [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner and may also apply for an interlocutory order preserving the status quo pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Commissioner shall require the Agent to provide a bank or other financial guarantee in accordance with [Resolution 820e](#).

14.5 USE OF AGENCY FEES

14.5.1 Agency fees collected by IATA will be expended by the Director General in accordance with directives given by the Board of Governors of IATA to administer the Agency Programme.

14.6 APPLICATION OF AGENCY FEES

The application of the Agency Fees are set out in [Resolution 818g Attachment 'D'](#).

If an application for Accreditation is rejected or withdrawn, the fees related to Registration, Annual and Travel Agency Commissioner fee will be refunded.

14.6.1 Annual Agency Fees

14.6.1.1 For the purpose of determining the amount of the annual fee applicable to the Agent, IATA will compute the Agent's gross sales processed through the BSP during the 12 month period ending June of the previous year, before the annual fee period is billed. Sales will be calculated by adding all reporting periods included in the applicable months.

14.6.1.2 An application for Accreditation includes a first annual agency fee covering the year of application for the amount of CHF 200, for either Cash and Non Cash Accreditation types; or CHF 48,000 for Multi-Country Accreditation types.

To determine the amount to be paid for subsequent years, the Agent's BSP gross sales will be considered as follows:

- Small—up to USD 200,000 gross annual sales
- Medium—USD 200,001—USD 2,000,000 gross annual sales
- Large—more than USD 2,000,000 gross annual sales

14.6.2 Lack of Compliance in Reporting Major Changes

14.6.2.1 For the purpose of assessing non-compliance to report a major change within the mandatory period, major changes consist of those relating to the ownership/structure of the Agent (change of ownership, legal entity, legal name and shareholding).

14.6.3 Change of Accreditation Type

14.6.3.1 In the event that the Agent changes ownership, which results in a change of accreditation type, the difference in application fees will be charged to the new owner.

14.6.4 Agency Fees Governance

14.6.4.1 Agency fees shall be determined by Conference.

14.7 CHARGES

14.7.1 Any other cost recovery charges to be levied on the Agent are detailed in [Resolution 818g Attachment 'A'](#) section [1.7.1](#).

Section 15—Indemnities and Waiver

15.1 the Agent agrees to indemnify and hold harmless the BSP Airline, its officers and employees from all damage, expense or loss on account of the fraudulent issue or misuse of Standard Traffic Documents supplied to the Agent pursuant to these Rules, which Standard Traffic Documents have not been duly issued by the Agent; provided that the Agent shall be relieved of liability in respect of any damage, expense or loss incurred or suffered by the BSP Airline resulting from such event if the Agent can demonstrate that at the material time it met the minimum security standards prescribed in [Section 5, Paragraph 5.1](#) of these Rules, and that such fraudulent and, unlawful misuse was immediately reported in accordance with the requirements of these Rules, or fraudulent issue or misuse of such Standard Traffic Documents resulted solely from the action of persons other than the Agent, its officers or employees;

15.2 the Agent recognises that BSP Airlines (whether acting individually or collectively), the Director General, and the Agency Administrator are required to issue notices, give directions, and take other action pursuant to these and other applicable Resolutions, including in the circumstances therein provided giving notices of irregularity and default, notices of alleged violations and notices of grounds for removing an Agent or any of its Locations from the Agency List. The Agent waives any and all claims and causes of action against any BSP Airline and IATA and any of their officers and employees for any loss, injury or damage (including damages for libel, slander or defamation of character) arising from any act done or omitted in good faith in connection with the performance of any of their duties or functions under these and other applicable Resolutions and indemnifies them against such claims by the Agent's officers, employees or any other person acting on the Agent's behalf.

RESOLUTION 818g**Attachment ‘A’****SECTION 1. REPORTING AND REMITTING**

- [1.1 Monies Due on Issue of Standard Traffic Documents](#)
- [1.2 Length of Reporting Period: Reporting Date](#)
- [1.3 Agency Sales Transmittals](#)
- [1.4 Frequency for Submission of Agency Sales Data](#)
- [1.5 Billings](#)
- [1.6 Settlement—the Remittance Date](#)
 - [1.6.2 Frequency of Remittance](#)
- [1.7 Notice of Irregularity and Default](#)
 - [1.7.1 Charges](#)
 - [1.7.2 Overdue or Dishonoured Remittance](#)
 - [1.7.3 Failure to Remit in Billing Currency](#)
 - [1.7.4 Bona Fide Bank Error](#)
 - [1.7.5 Accumulated Irregularities](#)
 - [1.7.6 Agent in Default as an IATA Passenger and/or Cargo Agent](#)
 - [1.7.7 Other Defaults](#)
 - [1.7.8 Accounting Irregularity Safeguards](#)
 - [1.7.9 Disputed Agency Debit Memo](#)
- [1.8 Prejudiced Collection of Funds](#)
- [1.9 Notification of Irregularity](#)
- [1.10 Default Action](#)
- [1.11 Disputes](#)
- [1.12 Remittance and Settlement Delayed by Official Government Action](#)
- [1.13 Responsibility for Settlement of Credit and Charge Card \(‘Card’\) Transactions made against a BSP Airline’s Merchant Agreement](#)

SECTION 2. CONSEQUENCES OF DEFAULT TO BSPs AND TO BSP AIRLINES

- [2.1.1 When settlement has been made](#)
- [2.1.2 When settlement has not been made](#)
- [2.2 Settlement of Amounts Due](#)
- [2.3 Review by the Agency Administrator](#)
- [2.4 Effects of Retention after Default](#)
- [2.5 Review by Travel Agency Commissioner](#)

Section 1—Reporting and Remitting

This Section is applicable to all Approved Locations of an Agent, with respect to sales on behalf of Airlines participating in the BSP. The BSP Manual for Agents contains the administrative and procedural rules to be followed by Agents and constitutes part of this Resolution.

1.1 MONIES DUE ON ISSUE OF STANDARD TRAFFIC DOCUMENTS

The provisions of this Paragraph govern monies due to BSP Airlines arising from Accountable Transactions.

In all instances the preferred method of remittance shall be by Electronic Funds Transfer, or by Business-to-Business Direct Debit. In this context Business-to-Business Direct Debit is defined as a Direct Debit system and jurisdiction which imposes strict conditions and time limits not exceeding 2 banking days for revocation of the transfer by the payer or the payer's bank. When either of these systems are available in a market and unless required by applicable local law other methods of remittance are discouraged.

1.1.1(a) monies for sale against which an Agent issues Standard Traffic Documents shall be deemed due by the Agent to the BSP Airline whose ticketing authority is used when they are issued and shall be settled in accordance with the provisions of this section;

1.1.1(a)(i) monies for sales made by an Agent, where the ticket is issued by the BSP Airline on behalf of the Agent and reported using the facility of the BSP, shall be deemed due by the Agent to the BSP Airline and shall be settled in accordance with the provisions of this section in the same way as if the Agent had issued a Standard Traffic Document.

1.1.1(b) in the event that the Agent is declared insolvent, bankrupt, is placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal process affecting its normal operation, then notwithstanding the normal remittance procedures set out in this Section all such monies shall become immediately due and payable;

1.1.1(c) in circumstances where a BSP Airline determines that its ability to collect monies for Standard Traffic Documents may be prejudiced by the Agent's financial position such BSP Airline may demand immediate settlement of all such monies and advise IATA prior to such action being taken. In the event the Agent fails to settle its total BSP dues to IATA for the same reporting period, the BSP Airline would be required to pay the monies collected from the Agent to IATA immediately, failing which IATA would deduct the amount from the next settlement due to each BSP Airline;

1.1.2 in circumstances where a BSP Airline is suspended from the BSP the monies due to the BSP Airline are handled according to the provisions contained within [Resolution 850](#). While IATA's instruction to Agents under [Resolution 850 Attachment F paragraph 1\(c\)\(ii\)\(b\)](#) to settle directly with the suspended BSP airline does not relieve Agents of any payment obligations to the sus-

pending BSP Airline, the Notice of Irregularity and default action provisions of [paragraph 1.7](#) of this Attachment do not apply while such instruction is in place.

1.1.3 in circumstances where an Agent collects full or part payment for transportation in respect of which reservations have been made on the services of a BSP Airline, the Agent shall issue an appropriate Standard Traffic Document. Thereupon monies for such sale shall be deemed due and settlement shall be made in accordance with the provisions of [Subparagraph 1.1.1\(a\)](#);

1.1.4 Agents shall be required to remit in the currency reported on the ticket and billed to the Agent.

1.1.5 (China only) Each Agent will have a cash risk limit for its Ticketing Authority equal to 90% of the Financial Security amount that the Agent has provided to IATA at any time. The Agency Administrator will take action to withdraw an Agent's Ticketing Authority sales should the Agent's total unremitted monies reach the cash risk limit for that Agent, at which time IATA will:

1.1.5(a) notify the Agent in writing of the withdrawal of Ticketing Authority;

1.1.5(b) notify the BSP Airlines participating in BSP China of the withdrawal of the Agent's Ticketing Authority.

1.1.6 Ticketing Authority will be reinstated upon either:

1.1.6(a) settlement by the Agent of all or part of the monies due where the effect of such settlement reduces the total unremitted monies to an amount that is below the cash risk limit of that Agent; or

1.1.6(b) receipt by IATA from the Agent of an additional Financial Security amount that has the effect of sufficiently increasing the Agent's cash risk limit sales, in light of the total unremitted monies then outstanding.

1.1.7 Agents may at all times continue to make sales through the BSP using the BSP China Online Payment Solution, Credit Cards or through the direct bilateral arrangements as may be agreed between an Agent and any BSP Airline(s).

1.1.8 The monitoring method will be conducted during weekends and public holidays.

1.1.9 The effectiveness of Sections [1.1.5](#) through [1.1.8](#) of this Resolution will be reviewed by Conference at its meeting in 2018.

1.2 LENGTH OF REPORTING PERIOD: REPORTING DATE

The provisions of this Paragraph govern the reporting of transactions within the Reporting Periods and Reporting Dates as determined for each BSP.

1.2.1 for each BSP, reporting shall be as frequent as possible and the Conference shall establish the length of the Reporting Period most suitable to the efficient operation of such Plan;

1.3 AGENCY SALES TRANSMITTALS

Agency sales are provided to the BSP Data Processing Centre in an automated report by the Ticketing System Providers.

1.4 FREQUENCY FOR SUBMISSION OF AGENCY SALES DATA

The frequency by which Agency Sales Data is transmitted to the Data Processing Centre is established by [Resolution 854](#) which requires the System Providers to report daily.

1.5 BILLINGS

1.5.1 the Data Processing Centre shall compute and prepare a Billing in respect of each Approved Location in accordance with the requirements of the Conference. Such Billings shall incorporate all Accountable Transactions reported by the System Provider with respect to each Approved Location of an Agent;

1.5.2 the frequency at which Billings shall be rendered to Agents shall be established by the Conference;

1.5.3 Where a BSP allows ticket issuance in more than one currency a billing will be produced for each currency used.

1.6 SETTLEMENT—THE REMITTANCE DATE

The provisions of this Paragraph govern the dates, and their frequencies, by which Billings will be settled by Agents.

1.6.1(a) Agents shall settle all amounts due in respect of Accountable Transactions and any applicable local charges directly with the Clearing Bank;

1.6.1(a)(i) Where an Agent receives a billing in more than one currency the Agent is obliged to remit in the currency of the billing.

1.6.1 (a)(ii) Any transactions not processed in previous Reporting Periods will be included in the next Billing.

1.6.1 (a)(iii) The Agent shall remit, by the Remittance Date the amount specified on the Billing for the Remittance Period under settlement. If, exceptionally, the Agent has not received such Billing by the Remittance Date the Agent shall:

- on the Remittance Date, remit the amount its records indicate is owing in respect of such Remittance Period or, in a direct debit situation, the amount determined by ISS Management, and
- immediately upon receipt of the delayed Billing, remit any shortage between the remittance made and the amount of the Billing.

- if the Agent fails to remit any such shortage immediately it shall be deemed to be an overdue remittance and Irregularity and Default procedures shall apply in accordance with Subparagraph [1.7.2](#).

1.6.1(b) IATA, following consultation, (which includes receiving comments from the local Agency Programme Joint Council), may require the Agent to provide them with:

- the necessary information and
- an authorisation form as may be prescribed by them, permitting the Clearing Bank to draw cheques on, or debit the Agent's trust account or other bank account, in favour of IATA, or the institution designated by IATA, in payment of all amounts due to BSP Airlines;

1.6.1(c) When the Agent intends to change its bank(s), or bank accounts(s), the Agent shall give IATA 30 days' advance notice by certified/registered mail, or certified letter with return receipt, as appropriate;

1.6.2 Frequency of Remittance

The Conference will establish the standard frequency of Agents' Remittances under such BSP. The Remittance Date will be communicated to all Agents participating in each BSP.

1.6.2.1 the frequency so established by Conference must not be less than twice each calendar month, or at such greater frequency as the Conference determines, provided that individual Agents may elect to remit at such greater frequency than the standard or more frequent Remittance Frequency which would otherwise be applicable to the Agent by providing IATA with a Notice of Change and the execution of a Voluntary More Frequent Remittance Request in the form set out in [Attachment 'F'](#). IATA will notify all BSP Airlines when such greater Remittance Frequency takes effect and

1.6.2.1(a) where an Agent elects to remit at a greater frequency than the Remittance Frequency approved by PAConf for a market/region and the Local Financial Criteria does not set out the provisions for calculating the Financial Security amount for the new Remittance Frequency elected by the Agent, the Agent will be required to provide a Financial Security for an amount equal to the new number of Days' Sales at Risk of that Agent,

1.6.2.1(b) if the Remittance Frequency so established is twice monthly, Remittances must be made so that Cleared Funds are in the Clearing Bank account not later than its close of business on the last day of the month in respect of Billings covering the first 15 days of the month and the 15th day of the following month, in respect of Billings covering the period from the 16th to the last day of the month. The Conference may adjust the period within which Remittances are required to reach the Clearing Bank account by not more than five calendar days to meet the special requirements which shall be demonstrated of a particular BSP or BSP Airline; provided that the method of payment used ensures that the funds are Cleared Funds in the Clearing Bank account in time for the Remittance to be made into the BSP Airlines' account on the date so established;

1.6.2.1(c) if the Remittance Frequency so established or so elected pursuant to [Subparagraph 1.6.2.1](#) is greater than twice monthly, Remittances must be made by the Agent so that Cleared Funds are in the Clearing Bank account not later than its close of business on the fifth day following the Reporting Dates so determined or by such date where agreed by the Conference for application in a specific market; any transactions not processed in previous Reporting Periods, will be included in the final billing; provided that the method of payment used ensures that the funds are Cleared Funds in the Clearing Bank account in time for the Remittance to be made into the BSP Airlines' account on the date so established;

1.6.2.1(d) Each APJC must evaluate the period between the Reporting Date and the Remittance Date in their market at least once per annum taking into account the financial transactions in that market and any local conditions that may apply and using as a guideline the periods set out in Resolution 818g–Attachment 'A'–Section [1.6.2](#) for the applicable Remittance Frequency. This provision will not apply to markets where a best practice has been adopted;

1.6.2.1(e) if the Clearing Bank is closed for business on the day on which the Remittance is required to reach the Clearing Bank under the provisions of [Subparagraph 1.6.2](#) if applicable, the Remittance shall be made by the Agent so that Cleared Funds are in the Clearing Bank account before its close of business on the first subsequent day when the Clearing Bank is open for business;

1.6.2.1(f) an Agent having more than one Approved Location subject to the same BSP may apply to IATA for authorisation to remit monies due on behalf of all such Approved Locations through one designated office of the Agent to the Clearing Bank;

1.6.2.1(g) The Conference acknowledges that a BSP Airline may establish an individualized frequency of Remittance subject to (i) bilateral agreement with an Agent, or (ii) applicable law, which shall be distinct from the Remittance Frequency set by the Conference. An individual frequency of Remittance shall be subject to all terms and conditions contained in this Resolution including, for the avoidance of doubt, [Section 1.7](#) and [Section 1.10](#). In the event of an overdue or dishonored Remittance under an individualized frequency, the Agent shall be subject to a Notice of Irregularity and, where appropriate, Default Action.

1.7 NOTICE OF IRREGULARITY AND DEFAULT

The provisions of this Paragraph govern failures by Agents to adhere to the reporting and remitting procedures set out in [Paragraphs 1.2](#) to [1.6](#) inclusive, for which an Agency can be served with Notices of Irregularity, or be declared in Default, as appropriate. Agents may also be liable for charges arising from them. The circumstances for this may include:

- Overdue remittance or cheque
- Dishonoured remittance or cheque

- Failure to remit in billing currency
- Accumulation of the above

1.7(a) the Agency Administrator's actions described in this Paragraph, in respect of the non-receipt by the Clearing Bank of Remittances by the due date, shall not apply when the Agency Administrator can determine that the Agent had adequately undertaken all of the required remittance procedures, and that such non receipt had been caused by extraneous factors;

1.7(b) the Conference may provide for variations from BSP to BSP in respect of charges applicable to the irregularities listed in this paragraph, and any such variations shall be notified to all Agents in the relevant BSPs, and incorporated in the relevant provisions of the applicable BSP Manual for Agents;

1.7(c) for the purposes of this Paragraph, where the Agency Administrator issues:

- a demand for payment or
- immediate payment, or
- a demand for immediate reporting and/or
- accounting and settlement,

the deadline for the Clearing Bank's receipt for such from the Agent is the close of business on the first day it is open for business following the day of the Agency Administrator's demand;

1.7(d) A Notice of Irregularity or declaration of default shall be in writing and set out the specific circumstances giving rise to the Notice of Irregularity or default.

1.7.1 Charges

The Conference may, subject to the provisions set forth in this Resolution, implement a programme of cost recovery charges to be levied on Agents under the following circumstances:

1.7.1(a) Administrative Charges

△ (i) for excessive voiding of Standard Traffic Documents, as established from time to time by IATA, in consultation with the airlines participating in the local BSP and the respective Agency Programme Joint Council; and published in the BSP Manual for Agents,

(ii) for any other failures to comply with BSP procedures and instructions, which generate additional cost to IATA or BSP Airlines;

1.7.1(aa) the levels of such charges shall be determined by the Conference then notified by IATA to all Agents subject to the Plan and published in the BSP Manual for Agents;

1.7.1(b) Clearing Bank Charges

Clearing Bank Charges, which shall be in the amount debited to IATA by the Clearing Bank as a result of the Agent's failure to remit as prescribed. These will be increased, if applicable, by an amount to compensate for any extra efforts incurred by IATA in relation to such failure; and

1.7.1(c) Billing and Settlement of Charges

such Charges debited to Agents shall, except as otherwise specified, be included by the ISS Management in its first subsequent Billing to the Agent/Location concerned and shall be due and payable by the Agent by the Remittance Date applicable to such Billing. Such Charges shall, for the purpose of [Subparagraph 1.10.2\(ii\)](#), be deemed to be part of all amounts owing by the Agent;

1.7.1(d) Notification of Charges

when ISS Management is required under any of the provisions of this Section to debit an Agent for Charges, it shall simultaneously notify the Agent and Location concerned.

1.7.2 Overdue or Dishonoured Remittance

1.7.2.1 if the Clearing Bank does not receive a remittance due by the Remittance Date, or immediately on receipt by the Agent of a delayed Billing a remittance in respect of a shortage as provided for in [Subparagraph 1.6.2](#), or if an instrument of payment received by the Clearing Bank to effect such remittance is dishonoured on or after the Remittance Date, the Agency Administrator shall thereupon demand immediate payment from the Agent including any Clearing Bank charges incurred and shall then:

1.7.2.1(a) send to the Agent a Notice of Irregularity in respect of the Location concerned (or, where the Agent has been authorised to remit through one designated office under the provisions of [Subparagraph 1.6.2.1\(f\)](#) in respect of all Approved Locations covered by such authorisation).

1.7.2.1(b) if payment is not received on demand, the Agency Administrator shall immediately notify the Agent, and shall take Default Action with respect to all Locations of the Agent in accordance with [Paragraph 1.10](#),

1.7.2.1(c) in addition to any action prescribed in this Subparagraph, the Agency Administrator shall debit the Agent for costs incurred as a consequence of the late or dishonoured payment,

1.7.2.1(d) if it is established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in [Paragraph 1.7.4](#), and settlement of all amounts due is received on demand, the Notice of Irregularity shall be rescinded,

1.7.2.1(e) if it is subsequently established that such nonpayment or dishonouring is due to a bona fide bank error, as provided for in [Paragraph 1.7.4](#), and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw such Default and the Notice of Irregularity, if recorded,

1.7.2.1(f) if, subsequent to an Agent's relinquishment of its accreditation, that Agent fails to remit any monies due, it shall be held to be in default, and the provisions of [Paragraph 1.10](#) shall apply. The Agency Administrator shall thereby cause the termination to be amended to one of default;

1.7.3 Failure to Remit in Billing Currency

if the Clearing Bank does not receive a remittance in the same currency as billed to the Agent in the correct amount, the Clearing Bank shall immediately so advise the Agency Administrator who shall thereupon demand immediate payment from the Agent to the correct value of the ticketed currency, including any Clearing Bank charges incurred and shall then;

1.7.3.1(a) send to the Agent a Notice of Irregularity in respect of the Location concerned (or, where the Agent has been authorised to remit through one designated office under the provisions of [Subparagraph 1.6.2.1\(f\)](#) in respect of all Approved Locations covered by such authorisation).

1.7.3.1(b) if payment is not received on demand in the billed currency, the Agency Administrator shall immediately notify the Agent, and shall take Default Action with respect to all Locations of the Agent in accordance with [Paragraph 1.10](#),

1.7.3.1(c) in addition to any action prescribed in this Subparagraph, the Agency Administrator shall debit the Agent for costs incurred as a consequence of the late or dishonoured payment,

1.7.3.1(d) if it is established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in [Paragraph 1.7.4](#) and settlement of all amounts due is received on demand, the Notice of Irregularity shall be rescinded,

1.7.3.1(e) if it is subsequently established that such nonpayment or dishonouring is due to a bona fide bank error, as provided for in [Paragraph 1.7.4](#), and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw such Default and the Notice of Irregularity, if recorded,

1.7.3.1(f) if, subsequent to an Agent's relinquishment of its accreditation, that Agent fails to remit any monies due, it shall be held to be in default, and the provisions of [Paragraph 1.10](#) shall apply. The Agency Administrator shall thereby cause the termination to be amended to one of default;

1.7.4 Bona Fide Bank Error

a bona fide bank error taking place under the following circumstance, which is substantiated by evidence acceptable to the Agency Administrator as provided for in [Paragraph 1.7.4.3](#); may be accepted by IATA for a maximum of four instances in a period of 12 consecutive months. This limit excludes instances where the Agent's bank has suffered from a disruption of service due to circumstances outside of its control and resulting in its inability to provide the required services to an Agent.

1.7.4.1 Credit Arrangement or Automatic Transfer of Funds

when on the date the cheque or other method of payment was presented to the bank for payment, sufficient funds should have been available in the account on which the cheque or other method of payment was drawn by virtue of a valid written line of credit or other written arrangement, dated and executed between the bank and the Agent prior to the Reporting Period involved, and the bank erroneously fails to honour such line of credit or other arrangement, or

1.7.4.2 Sufficient Funds

if the bank erroneously fails to honour a valid cheque or other method of payment when sufficient collected funds are in the Agent's account on which the cheque or other method of payment was drawn and available for immediate withdrawal at the time the cheque or other method of payment was presented to the bank for payment;

1.7.4.3 Evidence Acceptable to the Agency Administrator

In all cases a bank letter must be provided to IATA:

- (i) The original bank letter must be sent to IATA within 10 working days by registered post or courier, fax or as a scanned copy via email stating the nature of the error and reason for the delay in remittance;
- (ii) The bank letter must be signed by a Manager including name, job title or designation;
- (iii) The bank letter must stipulate that the Agent had sufficient available funds on Remittance Date in the stipulated bank account(s), stating the account name and the account number(s).

1.7.5 Accumulated Irregularities

The provisions of this Paragraph govern the procedures that shall apply when an Agent accumulates Notices of Irregularities. Accumulated Irregularities may, ultimately, lead to an Agent being placed in Default.

1.7.5.1 after each Remittance Date or Settlement Date, the Agency Administrator shall compile and publish to BSP Airlines a list containing the names of all the Agents (and the addresses of the Approved Locations concerned) that have been sent Notice of Irregularity under any of the provisions of these Rules since the preceding Remittance Date,

1.7.5.2 immediately upon a fourth instance of Irregularity being recorded, six instances in the case of Switzerland & Liechtenstein, Hungary, Pakistan, Poland, Nepal and India and countries on weekly remittance in Area 1 except Argentina, Paraguay and Uruguay where eight instances apply, on such list in respect of a Location during any 12 consecutive months the Agency Administrator shall take Default Action with respect to all Locations in accordance with [Paragraph 1.10](#);

1.7.6 Agent in Default as an IATA Passenger and/or Cargo Agent

1.7.6.1 Common Ownership with another IATA Passenger Agent

If a director or person with a position of management owned more than half of the shares or majority of the outstanding shares or had a financial interest in an Agent which has been previously removed from the Agency List or is under Notice of Default is a director or person with a position of management who owns more than half of the shares or majority of the outstanding shares or has a financial interest or is employed or abetted by another Agent, that Agent shall also be deemed in Default under this Section. Default Action with respect to all locations of the Agent shall be taken in accordance with the provision of [Paragraph 1.10](#) of this section;

1.7.6.2 Common Ownership with an IATA Cargo Agent

if an Agent which is also registered as an IATA Cargo Agent under the IATA Cargo Agency Rules is declared in Default under those Rules in connection with its cargo activities such Agent shall also be deemed in Default under this Section, and Default Action with respect to all Locations of the Agent shall be taken in accordance with the provisions of [Paragraph 1.10](#) of this Section;

1.7.7 Other Defaults

if an Agent is in Default under another Section either of these or of other IATA Passenger Sales Agency Rules, Default Action shall be taken in accordance with the provisions of [Paragraph 1.10](#) with respect to all Locations of the Agent;

1.7.8 Accounting Irregularity Safeguards

1.7.8.1 in the event an audit or other investigation reveals such irregularities on the part of an Agent as:

- (i) failure to submit any manual accountable documents issued during the Reporting Period,
- (ii) falsely reporting Standard Traffic Documents as having been sold against Credit Cards,
- (iii) post-validating Standard Traffic Documents
- (iv) permitting alteration, omission or other falsification of Card data or other required information in the 'form of payment' box on the Standard Traffic Documents or on any reissues thereof,
- (v) issuing or reissuing single or multiple Standard Traffic Documents reflected as Card sales having an aggregate face value exceeding the established 'floor limit' without full disclosure to and the authority of the pertinent Card company; or complicity in the issuing or reissuing of Standard Traffic Documents reflected as Card sales to circumvent credit or reporting procedures,
- (vi) falsification of reports or documents,
- (vii) violation of Standard Traffic Document exchange or refund procedures as specified in the applicable IATA Resolutions and their Attachments, or as published in

BSP Airlines' tariffs, instructions or elsewhere, and provided to the Agent, or

- (viii) failure to prevent the unauthorised or fraudulent use of computer-generated document numbers for issuance of Standard Traffic Documents,
- △ (ix) falsification and/or manipulation of issued Standard Traffic Documents, such that ticketing data reported differs from ticket data provided to the BSP Airline whose Standard Traffic Documents has been issued,
- (x) failure to comply with Card sales instructions provided by BSP Airlines, as prescribed in the Travel Agent's Handbook, the BSP Manual for Agents and [Resolution 890](#),
- (xi) persistent failure to comply with the format and the instructions of IATA in the calculation of the sales settlement authorisation amounts, resulting in the frequent and regular issuance of Shortage Notices,
- (xii) persistent failure to settle amounts properly owing against Agency Debit Memos (ADMs).

1.7.8.2 under circumstances which lead the Agency Administrator to believe that the Agent is attempting to circumvent the reporting and settlement requirements of this Section, with the result that BSP Airlines' ability to collect for Standard Traffic Documents sold is seriously prejudiced;

- △ **1.7.8.3** the Agency Administrator, shall
 - (i) notify the Agent of the irregularity and demand an immediate accounting and settlement of all amounts owing by the Agent, whether or not the Remittance Date for payment thereof has arrived,
 - (ii) instruct the Ticketing System to prevent further use of Standard Traffic Documents and the removal of ticketing authority from the Agent,
 - (iii) account for any monies received and
- △ (iv) notify all BSP Airlines of the action taken.

1.7.8.4 and in circumstances where the Agency Administrator is notified by a BSP Airline of irregular activity by the Agent, which causes chargeback under [Resolution 890](#), to immediately invoke default action as described under paragraph [1.10](#) of these rules.

1.7.8.5 and in circumstances where the Agency Administrator is notified by a BSP Airline in writing of irregular activity by an Agent, which shall be substantiated, including but not limited to a violation of the provisions of [Resolution 830a](#) (Consequences of Violation of Ticketing and Reservation Procedures), leading to the belief that BSP Airlines' ability to collect monies for Standard Traffic Documents may be prejudiced, the Agency Administrator shall notify the Agent of the irregular activity and may withdraw Standard Traffic Documents the Agent's Ticketing Authorities;

1.7.8.6 thereupon, the Agency Administrator shall request the Travel Agency Commissioner, except in cases described under paragraph [1.7.8.4](#), to review and re-determine the approval of the Agent or Approved Location. Pending this review, the Agent may request an interlocutory review of the Agency Administrator's action by the Travel Agency Commissioner and may also apply for interlocutory relief staying the withdrawal of the

Agent's Ticketing Authority. Before granting an interlocutory order under this Subparagraph staying withdrawal of Ticketing Authority, the Travel Agency Commissioner shall require the Agent to provide a bank or other financial guarantee in accordance with [Resolution 820e](#) and ensure that all amounts due as determined under [Subparagraph 1.7.8.3\(i\)](#) are settled at the time the interlocutory order takes effect.

1.7.9 Disputed Agency Debit Memo

The provisions of this paragraph should be read in conjunction with the provisions concerning ADMs as provided in [Resolution 850m](#).

1.7.9.1 an Agent may for reason dispute an ADM,

1.7.9.2 an Agent shall have a maximum of 15 days in which to review and dispute an ADM prior to its submission to BSP for inclusion in the Billing,

1.7.9.3 when an ADM is disputed prior to it being submitted to the BSP for processing, it will be recorded as disputed, and will not be included in the Billing,

1.7.9.4 if an Agent disputes an ADM within the minimum dispute period it shall be suspended from the BSP process and settlement of the dispute will be for resolution between the Agent and Airline concerned:

1.7.9.4(i) in the event an Agent disputes an ADM and, after agreement between the Airline and the Agent, it is determined that the purpose of that ADM was correct, the Airline will advise the Agent and the BSP accordingly and the ADM as originally submitted will be processed. All subsequent disputes of such ADM must be dealt with according to the process as described in this [Resolution 818g, Attachment 'A', Section 1.11](#).

1.7.9.4(ii) if as a result of an Agent dispute it is determined after agreement between the Airline and the Agent that the ADM needs adjustment, the Airline will submit to the Agent and the BSP the adjusted ADM, in the form of a new ADM, in which case only the new ADM shall be processed,

1.7.9.4(iii) all disputes are to be settled by the Airline within 60 days of receipt. Once the status of the ADM dispute has been set, notwithstanding if the 60 days have been reached or not, all subsequent disputes of such ADM must be dealt with according to the process as described in this [Resolution 818g, Attachment 'A', Section 1.11](#).

1.7.9.5 an ADM that has been included in the BSP Billing will be processed for payment. All subsequent disputes of such ADM must be dealt with according to the process as described in this [Resolution 818g, Attachment 'A', Section 1.11](#),

1.7.9.6 If after 60 days of receipt of a disputed ADM by an Airline the dispute has not been settled, such ADM will no longer be suspended and will be withdrawn from the BSP process,

1.7.9.7 Such ADM dispute is now for bilateral resolution between the Airline and the Agent.

1.7.9.8 No more than one ADM must be raised in relation to one original ticket issuance. When more than one ADM is raised in relation to the same ticket it must be specified that it is for a different adjustment than previous.

1.8 PREJUDICED COLLECTION OF FUNDS

The provisions of this Paragraph govern the procedures for the protection of BSP Airlines' monies in situations where the ability or intent of an Agent to pay them are in doubt.

1.8.1 in the event that the Agency Administrator receives written information, which shall be substantiated, leading to the belief that BSP Airlines' ability to collect monies for Standard Traffic Documents may be prejudiced and/or that that an Agent's funds at risk are not covered by a Financial Security, or that any Financial Security provided does not sufficiently cover those funds taking into account reasonable variations in sales levels the Agency Administrator has the right to review the circumstances of the Agent and IATA has the right to take any of the following actions:

- (a) demand an immediate accounting and settlement of monies due by the Agent and/or require the Agent to restrict its sales of Standard Traffic Documents to credit card sales only made against the BSP Airline's merchant agreement and in accordance with [Resolution 890](#);
- (b) conduct, in cooperation of with the Agent, financial and operational reviews of the Agent's business. Any costs that IATA incurs associated with such review should be borne by the Agent;
- (c) request for additional Financial Securities in accordance with the provisions in [2.2.1.2](#) of Resolution 818g;
- (d) place the Agent on the Most Frequent Remittance Frequency in the applicable BSP;
- (e) remove the Agent's Ticketing Authorities.

1.8.2 the Agency Administrator shall request an immediate review by the Travel Agency Commissioner;

1.8.3 the Travel Agency Commissioner shall review such written information and other factors and shall commence a review under the terms of Review by Travel Agency Commissioner of the applicable Passenger Sales Agency Rules within three working days from receipt of such a request. Pending the results of this review, the Agent may within 30 days of the date on which the Ticketing Authorities were removed or of the date when the review was initiated, apply pursuant to [Resolution 820e](#) for interlocutory relief staying the withdrawal of Ticketing Authorities. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require that the Agent provide a bank or other financial guarantee.

1.8.4 if payment is not received on demand, the Agency Administrator will immediately notify the Agent and take default action with respect to all locations of the Agent in accordance with the provisions of [Resolution 818g, Section 'A', paragraph 10](#).

1.9 NOTIFICATION OF IRREGULARITY

The provisions of this Paragraph govern the procedures when the Agency Administrator is required under any of the provisions of [Paragraph 1.7](#) to send to an Agent a Notice of Irregularity.

1.9.1 the Agency Administrator will immediately send the Notice of Irregularity to the Agent in accordance with paragraph [16](#) of Resolution 824. In addition, a copy of the Notice of Irregularity will be posted on the ISS Portal and sent via electronic mail, provided that the Agent has a valid email address on file;

1.9.2 the Notice of Irregularity shall be in respect of the Agent's Head Office Location;

1.9.3 the Agency Administrator shall at the same time send a copy of the letter to the Approved Location concerned;

1.9.4 such Notice of Irregularity shall be recorded against the Location concerned by the Agency Administrator on the list maintained pursuant to [Subparagraph 1.7.5](#) of this Section;

1.9.5 an Agent may within 30 days of the date of the Notice of Irregularity invoke the procedures set out in [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner. An Agent may also invoke such review procedures in any case where a charge is applied in lieu of or in addition to a Notice of Irregularity. Where a review under this Subparagraph is pending and Default Action pursuant to [Paragraph 1.10](#) of this Attachment is imminent or threatened, the Agent may apply to the Travel Agency Commissioner for interlocutory relief pursuant to [Subparagraph 1.10.5](#) and subject to the conditions contained in that Subparagraph.

1.10 DEFAULT ACTION

The provisions of this Paragraph govern the procedures if Default Action is required to be taken in accordance with any of the provisions of [Paragraph 1.7](#), when the procedures prescribed below shall be followed:

1.10.1 the Agency Administrator shall immediately advise all BSP Airlines that the Agent is in Default at all Locations or at the Location concerned (BSP Airlines which have appointed the Agent shall be notified by email or similar fast method of communication);

1.10.2 the Agency Administrator on declaring an Agent in Default will immediately take the following action:

- (i) send a notice in writing to the Agent in accordance with paragraph [16](#) of Resolution 824, that Default Action has been invoked and withdraw Ticketing Authorities from the Approved Location(s) concerned.

In addition, a copy of the notice shall be posted on the ISS Portal and sent via electronic mail, provided that the Agent has a valid email address on file;

- (ii) demand an immediate accounting and remittance of all amounts owing by the Agent in respect of the Location(s) concerned whether or not the Remittance Date for payment thereof has arrived should the Agent fail to settle the amounts due, the provisions of Subparagraph 2.1.2 of this Attachment shall apply,
- (iii) notify the local representatives of BSP Airlines participating in the BSP concerned, and the ticketing system suppliers, of the Default Action;
- (iv) BSP Airlines will have a maximum period of 30 days to submit any ADMs/ACMs to be included in the final accounting with the Agent declared in default.

1.10.3 on establishing that an Agent is in default the Agency Administrator, shall immediately take the following action:

- (i) establish an up-to-date statement of indebtedness for each of the Approved Locations concerned and bill the Agent for charges incurred as a result of the Agent's failure to make complete settlement by the Remittance Date,
- (ii) establish from its records the ticket serial numbers held at each of the Approved Locations concerned,
- (iii) check any accounting and remittance obtained from the Agent and identify any discrepancies,
- (iv) distribute any monies obtained from the Agent among the BSP Airlines concerned, subject to subsection 1.10.4;
- (v) notify the relevant credit reporting agencies and the Airlines Reporting Corporation of any outstanding amounts owed due to the default.

1.10.4(a) Encashment of Bank Guarantee, Insurance Bond or Other Form of Guarantee (except India)

In the event that an Agent's BSP bank guarantee, insurance bond or other form of guarantee, if applicable, is insufficient to provide a full settlement to each of the BSP Airlines concerned listed in the Billing which has been subject to the Agent's default, each such BSP Airline shall be provided with a prorated amount of the bank guarantee, insurance bond or other form of guarantee in proportion to its percentage share in Billing subject to the default; such calculation shall be without regard to specific Accountable Transactions. In the event that an Agent has provided a separate bank guarantee, insurance bond or other form of guarantee in favour of a specific BSP Airline for Accountable Transactions, such BSP Airline shall not be entitled to any payment under the Agent's BSP bank guarantee, insurance bond or other form of guarantee until all outstanding indebtedness of the Agent to other BSP Airlines shall be discharged. In the event that an Agent owned by a Member, where the Member or Member's parent company holds greater than 50% of the equity of the Agent or the Agent's parent company, is declared in Default, such Member shall not be entitled to any payment under the Agent's BSP bank guarantee, insurance bond or other form of guarantee.

1.10.4(b) Encashment of Bank Guarantee, Insurance Bond or Other Form of Guarantee (India only)

In the event that an Agent's BSP bank guarantee, insurance bond or any other form of guarantee, if applicable is insufficient to provide a full settlement to each of the BSP participating Airlines concerned listed in the Billing which has been subject to the Agent's default, each such BSP Airline shall be provided with a prorated amount of the bank guarantee, insurance bond or other form of guarantee in proportion to its percentage share in Billing up to the date when the full amount of the bank guarantee, insurance bond or other form of guarantee was exceeded. In the event that an Agent owned by a Member, where the Member or Member's parent company holds greater than 50% of the equity of the Agent or the Agent's parent company, is declared in Default, such member shall not be entitled to any payment under the Agent's BSP bank guarantee, insurance bond or other form of guarantee.

1.10.5 an Agent may within 30 days of the date of the Notice of Default Action invoke [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner and may also apply for an interlocutory order staying the Default Action and preserving the status quo pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require the Agent to provide a bank or other financial guarantee in accordance with [Resolution 820e](#) and ensure that all amounts due as determined under Subparagraph 1.10.2(ii) are settled at the time the interlocutory order takes effect.

1.11 DISPUTES

1.11.1 Disputes (Except Argentina and Russian Federation)

1.11.1.1 In order to be dealt with through the BSP, disputes raised by the Agent must:

- (a) be registered with IATA via BSPlink (ASD in China);
- (b) relate to a specified amount as part of a Billing;
- (c) state a substantive reason for the dispute supported by written evidence of that dispute;
- (d) be raised by the Agent within 12 months of the date of the Accountable Transaction;
- (e) be added to the daily dispute file;
- (f) be unrelated to a chargeback issued by means of an ADM pursuant to [Resolution 890 Subsection 4.7](#);
- (g) be unrelated to a refund transaction.

1.11.1.2 All validly disputed amounts will continue to form part of the Billing and the Agent must remit the disputed amount to the BSP on the Remittance Date notwithstanding the existence of the dispute.

1.11.1.3 All disputed amounts paid by the Agent will be held by IATA for a period of 30 days or until the dispute is resolved, whichever is earlier.

1.11.1.4 For Reported Sales markets, any disputed amount received from the Agent and paid to a BSP Airline will be deducted from the BSP settlement of that BSP Airline in the following Reporting Period and held for a period of 30 days or until the dispute is resolved, whichever is earlier.

1.11.1.5 All disputes must be resolved in BSPlink (ASD in China) between the Airline and the Agent within 30 days with a maximum of two responses per party, otherwise the dispute will be for bilateral resolution between the Airline and the Agent outside of the BSP and IATA will pay the disputed amount held to the Agent or the Airline as applicable in accordance with [section 1.11.1.7](#). If the Agent or Airline responds to a dispute on any day from day 24 onwards, the Airline or Agent will have an additional 7 days to respond.

1.11.1.6 Each agreement or disagreement with the dispute must be registered by the Airline or the Agent, as applicable, in BSPlink (ASD in China), and each disagreement must be accompanied by a substantive reason for the disagreement supported by written evidence.

1.11.1.7 Disputed amounts held by IATA will be paid as follows:

- (a) Where the Airline agrees with the dispute raised by the Agent, to the Agent.
- (b) Where the Airline disagrees with the dispute, the Airline must state a substantive reason for the disagreement supported by written evidence. If the Agent agrees with this position, the disputed amount will be paid to the Airline. Otherwise, the disputed amount will be remitted to the Agent, without prejudice to the right of the Airline to claim the disputed amount from the Agent outside of the BSP.
- (c) Where no response is received from the Airline within 30 days, the dispute is deemed settled in favour of the Agent and the disputed amount will be paid to the Agent.

1.11.2 Disputes–Argentina Only

1.11.2.1 an Agent may register the existence of a dispute with the Agency Administrator over a billing of a specified amount as part of its Billing. Provided written evidence of such dispute is provided by the Agent to the Agency Administrator, the Agency Administrator will ensure that no irregularity or default action will be applied, except where notification is received that the Agent has failed to comply with the provisions of [Resolution 890](#) and action as prescribed under paragraph [1.7.7](#) of these rules is being taken by the Agency Administrator;

1.11.2.2 if the Agency Administrator is provided with evidence that there exists between a BSP Airline and the Agent any dispute arising solely from amounts due or claimed to be due to such Airline from the Agent, or vice versa, in respect of the Reporting/Billing Periods for which the Agent was declared in Default the Agency Administrator will withdraw the declaration of Default. In the event that the BSP Airline does not admit the existence of such a dispute, the Agency Administrator will require the Agent either, to submit documented evidence demonstrating the

existence of the dispute or, to pay the amount of the short payment to the BSP. Provided that either of such condition is met, the Agency Administrator will withdraw the declaration of Default;

1.11.2.3 where the Agent has remitted the disputed amount to the BSP, the dispute must be submitted directly to the Airline for bilateral resolution.

1.11.3 Disputes–Russian Federation Only

1.11.3.1 Any dispute of an amount that has been included in the Agent's Billing must be resolved bilaterally between the Airline and the Agent outside the BSP. All disputed amounts will continue to form part of the Billing and the Agent must remit the disputed amount to the BSP on the Remittance Date notwithstanding the existence of the dispute.

1.11.3.2 If the dispute has been rejected by the Airline without sufficient grounds for such rejection, the Agent may submit an official request in writing to the Agency Administrator, who will assess the request and issue a credit memorandum for the amount of the dispute on behalf of the Airline if deemed appropriate.

1.12 REMITTANCE AND SETTLEMENT DELAYED BY OFFICIAL GOVERNMENT ACTION

notwithstanding any other provision contained in this Resolution an Agent shall not be sent a Notice of Irregularity, debited for administrative or Clearing Bank charges, nor declared in Default with respect to all or any part of a Remittance to the extent that the Agent is unable to make full settlement because of official Government action which directly prevents such settlement; provided that the Agent demonstrates that the amount has been made available for Remittance at a recognised bank but cannot be remitted owing to such official Government action.

1.13 RESPONSIBILITY FOR SETTLEMENT OF CREDIT AND CHARGE CARD ('CARD') TRANSACTIONS MADE AGAINST A BSP AIRLINE'S MERCHANT AGREEMENT

The provisions for Credit Card and Charge Card transactions are provided for by [Resolution 890](#).

Section 2—Consequences of Default to BSPs and to BSP Airlines

The provisions of this Paragraph govern the procedures that shall be implemented when an Agent declared in Default owes monies to BSP Airlines.

2.1.1 When settlement has been made

when the Agency Administrator has determined that an Agent declared in Default under any of the provisions of these Rules, has effected settlement of amounts due, if any, as provided for in Default Actions ([Subparagraph 1.10.2\(ii\)](#)), the provisions of [Paragraphs 2.3](#) through [2.5](#) inclusive shall apply.

2.1.2 When settlement has not been made

2.1.2(a) when the Agency Administrator has determined that an Agent declared in Default under any of the provisions of these Rules has failed to settle amounts due as provided for in Default Action ([Subparagraph 1.10.2\(ii\)](#)), he/she shall give the Agent notice of termination of the Sales Agency Agreement with the termination date being a date that is not before the date specified in clause [13.2](#) of the Sales Agency Agreement [Paragraph 2.2](#) below provides for the settlement of monies due, including minimum repayment amounts and a schedule for the balance. Provided that the Agent effects settlement agreed under [Paragraph 2.2](#), the termination will not take place.

2.1.2(b) if an Agent dishonours a repayment schedule, the original termination notice will be deemed valid even though the termination may occur at a date other than that specified originally, and the provisions for this in the applicable Passenger Sales Agency Rules shall apply.

2.2 SETTLEMENT OF AMOUNTS DUE

The provisions of this Paragraph govern the settlement of monies due by an Agent declared in Default.

2.2.1 when an Agent declared in Default is able to demonstrate to the Agency Administrator prior to the termination date specified in his notice of termination that:

- (i) either all outstanding amounts, if any, have been settled, or
- (ii) when IATA holds a Financial Security from the Agent, at least 30% of the outstanding amount has been settled and a firm schedule for repayment by instalments of the balance plus interest at the official (prime) bank rate plus two percent has been agreed between IATA and the Agent, within six months or up until the expiry of the Financial Security held by IATA, whichever is earlier;

During the period as established within the agreement, IATA shall not encash any Financial Securities held from the Agent, until the Agent fails to honour its instalments; or

- (iii) when IATA does not hold a Financial Security from the Agent, at least 30% of All Amounts Owing have been remitted and a firm schedule for repayment by instalments within twelve months of the balance plus interest at the official (prime) bank rate plus two percent has been agreed between IATA and the Agent; or
- (iv) an alternative repayment schedule and conditions have been agreed between the Agent and IATA on the basis that;
 - (a) the Agent has remitted not less than 30% of All Amounts Owing and can demonstrate to IATA's satisfaction that it has taken all steps possible to remit at least 50% of All Amounts Owing; and
 - (b) a firm schedule for repayment by instalments has been agreed between IATA and the Agent over an agreed period of no more than 12 months if IATA does not hold a Financial Security from the Agent, or 6 months if IATA holds a Financial Security from the Agent; and
 - (c) the repayments will cover the balance plus interest at the official (prime) bank rate plus two percent, or in any event will provide for payment of interest at a rate similar to that set out in the provisions of [Resolution 818g](#);
 - (d) During the period as established within the agreement, if the Agent already has a Financial Security held by IATA, IATA shall not encash any Financial Securities held for the Agent, until the Agent fails to honour its instalments, or up until the expiry of the Financial Security, whichever is earlier.

2.2.2 an alternative repayment schedule and conditions have been agreed between the Agent and IATA, upon unanimous agreement of the BSP Airlines to whom the outstanding amount is due, a fraction of such amount has been settled and a firm schedule for repayment by instalments over an agreed period of the balance plus interest at the official (prime) bank rate plus two percent has been agreed between the Agency Administrator and the Agent; such alternative repayment schedule shall extend over no more than 12 months if IATA does not hold a Financial Security for the Agent, or 6 months if IATA holds a Financial Security from the Agent; and, in any event, shall provide for payment of interest at a rate similar to that set out in [Subparagraph 2.2.1\(ii\)](#)

During the period as established within the agreement, if the Agent already has a Financial Security held by IATA, IATA shall not encash any Financial Securities held for the Agent, until the Agent fails to honour its instalments, or up until the expiry of the Financial Security, whichever is earlier;

2.2.3 the Agency Administrator shall notify Members and Airlines accordingly;

2.2.4 the Agency Services Manager shall immediately advise the Agency Administrator of any failure of the Agent to honour the repayment schedule; he/she shall also immediately advise the Agency Administrator when total settlement of the balance due (including interest) has been completed.

2.3 REVIEW BY THE AGENCY ADMINISTRATOR

2.3(a) Agent Able to Demonstrate Financial Qualification

when the Agency Administrator is satisfied that the Agent has effected settlement of all outstanding amounts, he/she will require the Agent to furnish a Financial Security equivalent to its Sales at Risk, or per the Financial Security provisions for New Applicants in the Local Financial Criteria, whichever is higher;

2.3.1(a) provided the Agent satisfies the qualifications set forth in [2.3\(a\)](#) above and in the case of default resulting from accumulation of Notices of Irregularity, demonstrates that it has taken adequate measure to prevent recurrence of such irregularities, the Agency Administrator shall so notify the BSP Airlines,

AND

2.3.1(b) IATA shall reinstate the Agent and the BSP Airlines may, at their individual discretion, supply to the Agent their ticketing authority. In addition IATA will notify all System Providers that the Agent has been reinstated.

2.3.1(c) following reinstatement the Agency Administrator shall conduct a financial review of the Agent to determine if the Agent meets the Local Financial Criteria. Such review will only be conducted based on the financial position and audited accounts of the Agent dated no earlier than 6 months following the date of reinstatement and full settlement of all previous outstanding amounts, and not later than the next annual financial review after this date. The Agency Administrator may, by letter to the Agent, request that documents be provided by a specific date which date shall be no earlier than seven days from the date of the request.

2.3.1(d) if the results of the financial review detailed in [2.3.1\(c\)](#) above determine that the Agents financial situation is sufficiently secure the Agency Administrator may remove the requirement for the Agent to continue furnishing a guarantee.

2.3.2 after reinstatement Agents may be required to continue to provide a guarantee subject to the results of any financial review.

2.3.3 if the Agent having settled all outstanding amounts, if any, is unable to demonstrate to the Agency Administrator by a specified date which shall be no earlier than 15 days from the initiation of the financial review that its financial and credit standing satisfies the qualifications set forth in the applicable Travel Agent's Handbook or Passenger Sales Agency Rules and, in the case of Default resulting from accumulation of Notices of Irregularity that it has taken adequate measures to prevent recurrence of such irregularities, the Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement or of removal from the Agency List as the case may be. The termination or removal shall take effect on a date that is not before the date specified in clause [13.2](#) of the Sales Agency Agreement. If, prior to the date of termination or removal, the Agent eliminates

the grounds for such termination or removal to the satisfaction of the Agency Administrator, the termination or removal shall not take effect.

2.4 EFFECTS OF RETENTION AFTER DEFAULT

A defaulting Agent whose Agreement has not been terminated shall be cleared of all Notices of Irregularity recorded against all its Locations prior to the Default.

2.5 REVIEW BY TRAVEL AGENCY COMMISSIONER

when notice that an Agent's Sales Agency Agreement is to be terminated or its Approved Location is removed from the Agency List pursuant to the provisions of [Subparagraph 2.1.2](#) or [Paragraph 2.3](#), the Agent may, within 30 days of the date of either the notice of termination/removal or of termination/removal, invoke [Resolution 820e](#) for review of the Agency Administrator's action by the Travel Agency Commissioner and may also apply for an interlocutory order staying the termination and preserving the status quo pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require the Agent to provide a bank or other financial guarantee and ensure that all amounts due as determined under [Subparagraph 1.10.2\(ii\)](#) or any subsequent accounting are settled at the time the interlocutory order takes effect.

RESOLUTION 818g

Attachment ‘B’

NOTICE OF CHANGE

IATA NUMERIC CODE:

LEGAL NAME:
TRADE NAME:
AGENCY FULL ADDRESS:
TELEPHONE NO.:
TELEFAX NO.:
EMAIL:

Pursuant to the provisions of the Passenger Sales Agency Rules we hereby give notice of the following change(s) in the legal entity or ownership or name or location of the above-named IATA Agent as a consequence of contractual arrangements or negotiations:

PREVIOUS STATUS				STATUS AFTER CHANGE			
1. SPECIFY TYPE OF ENTITY: (SOLE PROPRIETORSHIP, PARTNERSHIP, LIMITED PARTNERSHIP, LIMITED LIABILITY COMPANY, OTHER)							
2. NAME(S) OF OWNER/PARTNERS/SHAREHOLDERS, ADDRESS, TELEPHONE, FAX, & EMAIL, TIME DEVOTED TO THE AGENCY BUSINESS AND % FINANCIAL INTEREST IN CASE OF CORPORATION, PARTNERSHIP OR OTHER:							
NAME OF OWNER/PARTNERS/SHAREHOLDERS	ADDRESS, TELEPHONE, FAX & EMAIL	%TIME DEVOTED TO AGENCY	%FINANCIAL INTEREST	NAME OF OWNER/PARTNERS/SHAREHOLDERS	ADDRESS, TELEPHONE, FAX & EMAIL	%TIME DEVOTED TO AGENCY	%FINANCIAL INTEREST
3. IF CORPORATION LIST,							
(a) ISSUED SHARED CAPITAL:							
(b) PAID-UP CAPITAL:							
(c) NAMES OF ALL OFFICERS AND DIRECTORS: (PLEASE UNDERLINE NAME OF LOCATION MANAGER)							
4. IF REGISTRATION AND/OR LICENSE IS REQUIRED BY LAW IN YOUR COUNTRY GIVE THE BELOW INFORMATION AFTER THE CHANGE/UNDER NEW OWNERSHIP.							
(a) THE TRADE REGISTRATION OR LICENSE NUMBER OF THE AGENCY:							
(b) THE DATE THIS WAS GRANTED							
5. IF YOUR TRAVEL AGENCY IS OWNED BY AN ORGANIZATION OTHER THAN THE HEAD OFFICE, ANSWER THE FOLLOWING WITH RESPECT TO THE PARENT ORGANIZATION:							
(a) WHAT IS ITS LEGALLY REGISTERED NAME AND ADDRESS?							
(b) WHAT IS THE PRINCIPAL BUSINESS OF THIS ORGANIZATION?							
6. WILL THE COMPANY OPERATE AS AN ON-LINE AGENCY UNDER NEW STATUS? IF SO, PLEASE SPECIFY URL ADDRESS:							
7. IS YOUR AGENCY IATA REGISTERED CARGO AGENT? IF SO, PLEASE STATE THE IATA CODE UNDER WHICH IT IS REGISTERED:							
IF THE NEW OWNER IS A NON-IATA ACCREDITED COMPANY, PLEASE:							
(a) SUBMIT IN ACCORDANCE WITH THE ATTACHED FORMAT, A STATEMENT OF YOUR CURRENT INTERNATIONAL AIR PASSENGER TRANSPORTATION SALES.							
(b) SPECIFY ESTIMATED GROSS AMOUNT OF INTERNATIONAL AIR TRANSPORTATION SALES OF IATA CARRIERS:							
• IN YOUR FIRST YEAR?							
• IN YOUR SECOND YEAR?							

8.	WILL THIS CHANGE AFFECT ALL APPROVED LOCATIONS? IF NOT, PLEASE PROVIDE DETAILED EXPLANATION.	
9.	WILL THIS CHANGE AFFECT THE MANAGERS AND STAFF AT THE APPROVED LOCATIONS UNDER THIS CHANGE? IF SO, GIVE DETAILS.	
10.	HAVE ANY OF THE NEW OWNERS, OFFICERS (DIRECTORS), MANAGERS OR ANY INDIVIDUAL HAVING AUTHORISATION TO ACT OR SIGN BEHALF OF SUCH FIRM BEEN INVOLVED IN BANKRUPTCY OR FOUND GUILTY OF WILLFUL VIOLATIONS OF FIDUCIARY OBLIGATIONS IN THE COURSE OF BUSINESS OR DEFAULT PROCEEDINGS? IF SO, GIVE DETAILS.	
11.	WILL THE CHANGE OF OWNERSHIP CAUSE DIRECT OR INDIRECT RELATIONSHIP WITH AN ORGANISATION HOLDING GSA APPOINTMENT FROM A MEMBER? IF SO, PLEASE PROVIDE FURTHER DETAILS.	
12.	LEGAL NAME, TRADING NAME AND FULL ADDRESS OF THE AGENT AFTER THE CHANGE/UNDER NEW OWNERSHIP.	
	LEGAL NAME:	TEL:
	TRADING NAME:	E-MAIL:
	ADDRESS:	VAT/TAX NUMBER:
	MAILING ADDRESS IF DIFFERENT	WEBSITE:
13.	PLEASE INDICATE IF THE ANSWER TO (13) ABOVE REPRESENTS A CHANGE OF NAME OR LOCATION OR BOTH.	
14.	WILL SUCH CHANGE AFFECT ALL APPROVED LOCATIONS? IF NOT, PLEASE PROVIDE DETAILED EXPLANATION.	
15.	EFFECTIVE DATE OF CHANGE	

The Transferor has informed the Transferee of the need to comply with the provision of the Passenger Sales Agency Rules if the Transferee wishes to be entered on the IATA Agency List as an Accredited Agent. Approval may be granted only if the Transferee complies in all respects with the requirements of the Passenger Sales Agency Rules.

In accordance with one of the requirements of the Passenger Sales Agency Rules, the Transferee hereby undertakes that it accepts joint and several liability with the Transferor for any outstanding obligation of the Transferor under its Sales Agency Agreement as at the date the transfer of ownership takes place.

Where the Transferor is employed by, or retains a financial or beneficial interest, directly or indirectly, in the agency following the change of ownership, the undersigned Transferee knows and hereby agrees to accept responsibility for any violation by the Transferor of his Sales Agency Agreement which may have occurred within a period of two years immediately prior to the change of ownership as if such violation were a violation of the Transferee's Sales Agency Agreement.

It is hereby agreed that this Notice of Change shall become a part of every Sales Agency Agreement signed with Members of IATA for the sale of international air passenger transportation, and as such, all information contained herein will be treated as confidential (excluding the information contained in the preamble to this Notice of Change). Notwithstanding the foregoing, the applicant authorises IATA, and represents that it has obtained meaningful consent of each individual listed in this application to use and process the information to be used by travel industry participants.



Resolution 818g—Attachment ‘B’

Authorised Signature of Agent (Transferor)

Authorised Signature of Transferee
(in case of Corporation/Sole Owner)

Print/Type Name

Print/Type Name

Title/Position

Title/Position

Signature of Witness & Date

Signature of Witness & Date

In case of partnership:

Authorised Signature of Partner

Authorised Signature of Partner

Print/Type Name

Print/Type Name

Title/Position

Title/Position

Signature of Witness & Date

Signature of Witness & Date

Authorised Signature of Partner

Print/Type Name

Title/Position

Signature of Witness & Date

RECEIVED AND ACKNOWLEDGED:

.....

IATA Agency Administrator

Dated:

RESOLUTION 818g**Attachment 'C'****REPORTING & REMITTANCE
EXCEPTIONS****SECTION 1.1 SETTLEMENT—THE
REMITTANCE DATE**

ZAMBIA ONLY remittances must be made so that the method of payment used assures that the funds are in the Clearing Bank for good value on the day of remittance.

SOUTH WEST PACIFIC (EXCLUDING AUSTRALIA & NEW ZEALAND) ONLY If the remittance frequency so established is four times monthly, Remittances must be made so as to reach the Clearing Bank not later than its close of business on the 15th day from the Reporting Date.

RESOLUTION 818g

Attachment 'D'

APPLICATION OF AGENCY FEES

Fee (in Swiss Francs, CHF)

Event/Case	Description	
New Applicant	Registration Fee, Head Office Location	500
New Applicant	Application Fee, Head Office Location ¹	1,000
New Applicant	Registration Fee, Branch Office Location	250
New Applicant	Application Fee, Branch Office Location ¹	250
Change	Change of Address/Location, all types of entity	0
Change	Change of Name, all types of entity	0
Change	Change of Name and Address/Location, all types of entity	0
Change	Change of Ownership, all types of entity	0
Change	Change of Shareholders, all types of entity	0
Annual Fees	Annual Fee, Head Office Location	200 (small) ² 350 (medium) ³ 500 (large) ⁴
Annual Fees	Annual Fee, Branch Office Location (First 10 locations/codes)	100
Annual Fees	Annual Fee, Branch Office Location (11-25 locations/codes)	50
Annual Fees	Annual Fee, Branch Office Location (additional locations/codes beyond 25)	25
Administrative Fees	Reinstatement Fee	150
Administrative Fees	Late Payment Fee	150
Administrative Fees	Interest charges on amount short paid when a payment plan is established	2% over national bank rate times days outstanding
Administrative Fees	Minor Error Policy	150
Administrative Fees	Lack of compliance to report any of the changes within 30 days of occurrence	1,500

- 1 If an Application for Accreditation is rejected the fees related to Registration, Annual and Travel Agency Commissioner fee will be refunded
- 2 Small—up to USD 200,000 gross annual sales through the BSP
- 3 Medium—USD 200,001—USD 2,000,000 gross annual sales through the BSP
- 4 Large—more than USD 2,000,000 gross annual sales through the BSP

RESOLUTION 818g
Attachment ‘E’
FINANCIAL ASSESSMENT FRAMEWORK FOR AGENTS WITH AN AMOUNT AT RISK GREATER THAN USD 5 MILLION

* Note that unless indicated with “Key”, all other ratios are categorized as “Standard” ratios.

Criteria #	Criteria Name	Criteria Description	Target	Result	Pass/Fail	
1	IATA Specific Controls					
1.1	Irregularities, Defaults and Prejudiced Collection of Funds	Agent incurred an irregularity, default or prejudice collection of funds during the year?	No	-		Key
Pass/Fail						
2	Historical Financial Data					
2.01	EBITDA (Last 12 months)	EBITDA (rolling Last 12 Months)	x>0			Key
2.02	EBITDA (quarterly)	EBITDA (Quarterly, 3M)	x>0			
2.03	Cash ratio	Cash ratio (Cash and Cash equivalent/Current liabilities)	x≥30%			
2.04	Quick ratio	Quick ratio (Cash and Cash equivalent + AR/Current liabilities)	x≥50%			
2.05	Free cash flow	Free cash flow as per latest publication (Last 12 months)	x>0			Key
2.06	Free cash flow/Net Debt	Free cash flow/Total net Debt	x≥20%			
2.07	Net Equity>0	Net Equity	x>0			
2.08	Decrease in net sales≥0	Net Sales (Last 12 months N, vs Last 12 months N-1)	x≥-20%			Key
2.09	Net Cash Position>0	Net Cash Position	x>0			
2.10	Net Income 12 months	Net Income (rolling last 12 Months)	x>0			
2.11	Net Income 3 months	Net Income (Quarterly, 3M)	x<>0			Key
2.12	Qualification and reserves from auditors	Is there any qualification/emphasis of matters reflecting ongoing concerns from the auditors on the latest audited financial statements (including half year)?	No			
Pass/Fail: Key ratio (1 Fail = Total Fail) Standard ratio (4 Fails = Total Fail)						
3	Forecasted Financial Process					
3.01	Effective Business Forecast	Is there any Business Forecast process in place (providing at least 1-year visibility)?	Yes			Key
3.02	Effective CF Forecast	Is there any CF Forecast process in place (at least 1 year)?	Yes			Key
Pass/Fail						
4	Operational Review					
4.01	Effective Disaster Management	Is there any process in place to apply operational countermeasures in case of extraordinary disaster (with no major exception) (Certification ISO 22301)	Yes			Key
4.02	Effective Cybersecurity Management					
4.02a	Have you appointed a Chief Information Security Officer or similar in your organisation?		Yes			Key
4.02b	Do you have an information security strategy/roadmap, aligned with the IT and business strategies?		Yes			
4.02c	Have you formalised and enforced an information security policy?		Yes			Key
4.02d	Have you performed an information security risk assessment for your organisation (e.g. evaluation of information security risks based on identified threats)?		Yes			Key
4.02e	Have you implemented information security controls and measures to adequately mitigate your organisation’s risks?		Yes			Key
4.02f	Do you train your employees on a regular basis regarding information security risks and good practices (e.g. through yearly e-learning)?		Yes			Key
4.02g	Are information security incidents managed (e.g. incident management and monitoring procedures, data breach reported to impacted individuals)?		Yes			Key
4.02h	Do you perform regular vulnerability scans and penetration tests?		Yes			Key
4.02i	Do you implement security patches on your information systems on a regular basis (e.g. at least every 3 months)?		Yes			
4.02j	Do you involve information security stakeholders at the earliest stage during project implementations?		Yes			Key
4.02k	When engaging with services providers, do you perform an information security due diligence?		Yes			
4.02l	Have you implemented specific measures to ensure the continuity of your information systems following a cyberattack?		Yes			

Criteria #	Criteria Name	Criteria Description	Target	Result	Pass/Fail
4.03	Effective Applicable Data Protection Requirements Compliance Management				
4.03a	Have you appointed a Data Protection Officer or a similar role in your organisation?		Yes		Key
4.03b	Have you formalised and enforced a data protection policy?		Yes		Key
4.03c	Have you formalised and enforced an information classification policy?		Yes		Key
4.03d	Do you have a documented register of your personal data processing activities, including the identification of the lawful grounds for processing personal data?		Yes		Key
4.03e	Are data protection notices adequately document to notify individuals about the processing of their personal data?		Yes		Key
4.03f	Are Data Protection Impact Assessments conducted whenever processing activities induce a high risk for the rights and freedom of individuals to whom personal data belong?		Yes		Key
4.03g	Do you train your employees on a regular basis regarding data protection risks and good practices (e.g. through yearly e-learning)?		Yes		
4.03h	Have you developed procedures to handle and respond to individuals' exercising their data protection rights (e.g. right to access, right to be forgotten, right to object, etc.)?		Yes		Key
4.03i	Are Data Protection by Design and by Defaults concepts implemented in your organisation's project methodology?		Yes		Key
			Pass/Fail: Key ratio (1 Fail = Total Fail) Standard ratio (3 Fails = Total Fail)		
5	Global Risks Controls	(5.01–5.02 assessed only if applicable)			
5.01a	Stock Market Price decrease (Last 12 Months N)	Stock Market Price decrease (Last 12 Months N)	x≥-20%		
5.01b	Stock Market Price decrease (Last 12 Months N)	Variation of the stock compared to the Index is higher than 30%	x≥-30%		
5.01c	Stock Market Price decrease (12 Months N-1)	Stock Market Price decrease (12 Months N-1)	x≥-20%		
5.01	Stock market development 12 month (2 periods negative trends = Fail)				
5.02a	Stock Market Price decrease (Quarterly, 3M)	Stock Market Price decrease (Quarterly, 3M)	x≥-20%		
5.02b	Stock Market Price decrease (Quarterly Q-1, 3M)	Stock Market Price decrease (Quarterly N-1, 3M)	x≥-20%		
5.02	Stock market development 3 months (2 periods negative trends = Fail)				
5.03	Analyst consensus 12 months forward EBITDA	Analyst consensus 12 months forward EBITDA	EBITDA > 0		
			Pass/Fail Standard ratio (3 Fails = Total Fail)		
6	Trends Analysis	(Not applicable if CFO is positive)			
6.01	Trend - Cash ratio 12 months (Last 12 months N, vs Last 12 months N-1)	Cash ratio (Cash and Cash equivalent/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.02	Trend - Cash ratio 12 months (Last 12 months N-1, vs Last 12 months N-2)	Trend - Cash ratio 12 months (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
6.03	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.04	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N-1, vs Last 12 months N-2)	Quick ratio (Cash and Cash equivalent + AR/Current liabilities) (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
6.05	Trend - CFO 12 months (Last 12 months N, vs Last 12 months N-1)	Cash Flow from Operating activities (CFO) as per latest publication (Last 12 months N, vs Last 12 months N-1)	x≥0%		
6.06	Trend - CFO 12 months (Last 12 months N-1, vs Last 12 months N-2)	Trend - CFO 12 months (Last 12 months N-1, vs Last 12 months N-2)	x≥0%		
			Pass/Fail Standard ratio (3 Fails = Total Fail)		
General Result: Result assessment Any fail to any of the above sections results in a failed assessment					

RESOLUTION 818g**Attachment ‘F’****VOLUNTARY MORE FREQUENT REMITTANCE REQUEST**

IATA Numeric Code:

Legal Name:

Country:

Reference is made to the Passenger Sales Agency Agreement (PSAA) signed by the above-mentioned travel agent (the Agent) and, through IATA, each IATA Member and Airline participating in the Billing and Settlement Plan (BSP) which has appointed the Agent pursuant to the ‘Sales Agency Rules’ incorporated by reference in the PSAA.

In my capacity as an Authorized Signatory of the Travel Agent, this is to declare that the Agent has agreed to report all Accountable Transactions and to settle all amounts due in respect of such transactions at a greater frequency than the standard Remittance Frequency in the BSP, in accordance with the procedures laid down in IATA Resolutions Reporting and Remitting Rules and the Sales Agency Rules.

The Agent shall report all Accountable Transactions as per the Reporting Schedule and shall settle all amounts due <Choose an item.>.

The Adjusted Risk Event and Default provisions of the applicable Resolution shall be applicable in the event the Agent fails to comply with the aforementioned settlement schedule.

In virtue of the above, I am authorizing IATA to proceed with the voluntary more frequent remittance change.

Sincerely,

Authorized Person

(Name & Signature)

RESOLUTION 820

FORM OF CERTIFICATE OF APPOINTMENT

PAC(40)820(except USA)

Expiry: Indefinite
Type: B

RESOLVED that, the following form of Certificate of Appointment be adopted:

CERTIFICATE OF APPOINTMENT

(NAME OF AGENT)

Whose principal place of business is located at

Full Address and Postal Codes

.....

is hereby authorised to represent(name of IATA Member and any designated affiliated carrier) in promoting and selling air passenger transportation in accordance with and subject to all of the terms and conditions of the IATA Sales Agency Agreement and any amendments thereto currently in effect. This appointment will automatically be terminated or suspended on the date such Agreement is terminated or suspended.

The authority granted to the Agent by this Certificate and the said Agreement may be exercised only in that Agent's IATA Approved Locations, unless otherwise restricted by the appointing carrier.

Name of Airline.....

By (Title).....

(Address).....

(Date)

RESOLUTION 820d

OFFICE OF TRAVEL AGENCY COMMISSIONER

△ PAC(58)820d(except USA)

Expiry: Indefinite
Type: B

RESOLVED that,

1. the Office of Travel Agency Commissioner, ('the Commissioner') is hereby established and shall be funded as provided below.

2. Commissioner(s) shall be appointed to conduct reviews in accordance to the provisions in [Resolution 820e](#).

△ 3. any person may submit names of candidates for vacant Commissioner positions to the Director General of IATA. Industry representatives, including the Chair/CEO of UFTAA and the Chair of WTAAA, will evaluate each candidate and make appropriate recommendations to the Director General. The Commissioner will thereafter be appointed on the joint authority of the Director General and the Chair/CEO of UFTAA and/or the Chair of WTAAA, such appointment to be for a period of not less than two years, renewable by mutual agreement. A serving Commissioner shall not leave office before a successor has been appointed.

4. Deputy and Substitute Travel Agency Commissioners may be appointed, to meet the demands of the office, in which event the appointment process shall be as for the Commissioner described above. In this Resolution, the term 'Commissioner' shall be deemed to include the Travel Agency Commissioner, Substitute Travel Agency Commissioner and the Deputy Commissioner.

5. in the discharge of their duties the Commissioners shall be impartial and shall not be subject to the direction or supervision of IATA, any Member, Accredited Agent or association of travel agents, or any of their employees or officers.

△ 6. the term of office of a Commissioner may be curtailed by the Director General the Chair/CEO of UFTAA and the Chair of WTAAA acting jointly, upon the recommendation, for cause, of the appropriate body of industry representatives.

7. the costs of the Office of the Travel Agency Commissioner shall be borne in equal proportions by Members and by Accredited Agents.

7.1 each IATA Accredited Agent shall be called upon to contribute towards the Commissioner fund in an amount determined by the Conference, such amount being not less than USD 5.00 nor more than USD 10.00, or acceptable equivalent per Approved Location, per year as a regular contribution. The total amount of contributions paid by Members collectively in a given year shall be equal to the total amount of contributions paid by IATA Accredited Agents collectively in the same year. All such contributions shall be paid into the Travel Agency Commissioner Programme Fund, held by the Agency Administrator and expended in accordance with the

present Resolution. Such regular contribution shall not be deemed to include any payment of fee or monetary penalty decided by the Commissioner in the execution of his mandate. The purpose of the Fund is to cover the cost of running the Travel Agency Commissioners' office, however the Fund may be used to reimburse the travel expenses incurred by PAPGJC Travel Agency representatives attending PAPGJC meetings as determined in [Resolution 860a](#).

△ **7.2** Any travel required in the pursuit of Commissioner duties is pre-authorised by the Agency Administrator, the Chair of the WTAAA, the Secretary General of ECTAA and the Secretary General of UFTAA. Every effort shall be made by the Commissioner to use telecommunications to conduct review proceedings.

7.3 The Commissioner may be requested to perform an exceptional review of a matter outside of the parameters of jurisdiction set forth in Resolution 820e Sections [1.4](#) and [1.6](#). Such an exceptional review shall be on the agreement of the parties involved and the consent of the Commissioner. In accordance with Resolution 820e Section 3.4.2, expenses that arise from such review must be borne by the parties involved in the dispute by each contributing USD 500 to the Travel Agency Commissioner Programme fund.

△ **7.4** The Conference, the PAPGJC, the UFTAA Chair and the Chair of WTAAA shall each receive the annual written statement of accounts.

8. each Commissioner shall conduct reviews in accordance with [Resolution 820e](#) which provides for the Conduct of Review by Travel Agency Commissioner.

△ **9.** a Commissioner may be assigned in writing by the joint appointing authorities such further duties and functions as may be agreed between them, with a view to ensuring continuing openness, information flow and clarity in the ongoing relationship between IATA and the global community of IATA Accredited Agents. Reasonable expenses incurred in pursuing these goals may be defrayed from the Travel Agency Commissioner Programme Fund, subject to prior approval in writing of the Director General the Chair/CEO of UFTAA and the Chair of WTAAA.

10. the Commissioner(s) shall be called upon to provide a consolidated written report of all Commissioner activities to the Passenger Agency Conference and to the Passenger Agency Programme Global Joint Council.

11. The Commissioner(s) shall maintain an information website, funding for which will be provided from the established budget.

12. applicants for the role of Commissioner shall be assessed based on the job description and profile requirements listed in [Attachment 'A'](#) to this resolution.

13. each Commissioner shall be furnished in a timely manner with all the publications provided by the Agency Administrator to Accredited Agents situated in the area of the Commissioner's jurisdiction.

14. In order to preserve the integrity of the Commissioners and to safeguard the independence of each one of them in exercising their office IATA, the Members and the Accredited Agents recognize that each Commissioner shall have no liability whatsoever, whether for any action taken or omitted, in good faith in the performance of their functions under the IATA Agency Programme. The Commissioners shall be indemnified against liability (including liability for legal costs) and shall be held harmless from any and all claims which should arise in connection therewith for any action taken or omitted in good faith in the performance of their functions under the IATA Agency Programme, exclusive of acts or omissions manifestly outside of the required procedures and scope of authority of the Commissioners in [820e](#) and related Resolutions, or manifestly in contravention of the contract terms in [Resolution 824](#). Indemnification shall be funded from the Travel Agency Commissioners' Fund.

△ **15.** In order to discuss issues of mutual concern, the Commissioners shall have the ability to meet annually in locations where IATA maintains regional offices. Costs for any such annual meeting shall be pre-authorised by the Agency Administrator, the Chair of the WTAAA, the Secretary General of ECTAA and the Secretary General of UFTAA.

RESOLUTION 820d

Attachment 'A'

Travel Agency Commissioner Profile

1. The Travel Agency Commissioner is an independent arbiter appointed jointly by the International Air Transport Association (IATA), the United Federation of Travel Agency Associations (UFTAA) and the World Travel Agency Associations Alliance (WTAAA) to conduct reviews and act with respect to decisions and/or actions affecting Agents and applicants under the IATA Agency Programme.

1.1 The office of the Travel Agency Commissioner is established under the terms expressed in [Resolution 820d](#).

1.2 The procedures under which the Travel Agency Commissioner operates are contained in [IATA Resolution 820e](#).

2. IATA, UFTAA and WTAAA will assess applicants for the office of the Travel Agency Commissioner against the following profile:

The ideal candidate will meet the following criteria:

1. experience in the travel industry ideally gained from previous employment with an airline or travel agency;
2. at the time of application the applicant must not be employed or have any involvement with an airline, travel agent, agency association or IATA;
3. good knowledge of the IATA Passenger Agency Programme and the associated rules and regulations or a demonstrated ability to acquire knowledge of the Programme;
4. experience in dispute resolution and/or legal background;
5. independent contractor not associated with an airline, IATA or travel agency;
6. fluent in written and oral English with the same skills in at least one other major language;
7. ability to travel at short notice.

Travel Agency Commissioner Job Description

1. A Commissioner shall act only as described to make reviews requested under the terms of [Resolution 820e](#).
2. In the performance of his/her duties the Commissioner is not authorised to attend and/or address industry Conferences of agency associations or of IATA except as required by the terms of the relevant Passenger Sales Agency Rules.
3. In the performance of his/her duties the Commissioner is not authorised to counsel, train, coach or in any similar capacity offer guidance to individual agents, travel agencies, travel agency associations, airlines or IATA except as specifically provided under the terms of [Resolution 820d](#).

However, the Commissioner may answer punctually requests for information from individual agents, travel agencies, travel agency associations, airlines or IATA, if this request is not linked to any case of review or other dispute.

4. In the pursuit of their activities the Travel Agency Commissioner(s) shall be independent and not subject to supervision by any one party, however, the Travel Agency Commissioner(s) shall provide regular reports of activity to the Passenger Agency Programme Global Joint Council, "the Council". The Council is entitled to review the activities of the Commissioner, and is responsible for approval of the budget and monitoring of expenditure.
 5. Any travel conducted by the Travel Agency Commissioner(s) is authorized under the terms of [Resolution 820d](#).
 6. The office of the Travel Agency Commissioner(s) shall maintain records of all commissioner proceedings for a minimum of two years or as required under local law. The Travel Agency Commissioner shall ensure knowledge transfer and continuity with his/her successor. Copies of Commissioner records shall be provided by the Commissioners to the IATA Agency Administrator and to the Secretariat of WTAAA and UFTAA.
 7. The Travel Agency Commissioner(s) shall maintain an information website, funding for which will be provided from the established budget.
 8. Commissioners shall be entitled to obtain administrative support which support shall be funded from the established budget.
 9. in order to discuss issues of mutual concern, the Commissioners shall have the ability to meet annually.
-

RESOLUTION 820e**REVIEWS BY THE TRAVEL AGENCY COMMISSIONER**

PAC(56)820e(except USA)

Expiry: Indefinite
Type: B

RESOLVED that, as established under [Resolution 820d](#), the Travel Agency Commissioner ('the Commissioner') shall conduct reviews and act with respect to decisions and/or actions affecting Agents and applicants under the Agency Programme (it being understood that the definitions in [Resolution 866](#) apply to this Resolution and that for further clarity, titles of sections or paragraphs herein shall be for guidance purposes and not interpretative purposes), within the Commissioner's jurisdiction, in accordance with this [Resolution 820e](#):

Section 1—Jurisdiction of the Commissioner

1.1 Disputes arising out of or in connection with matters enumerated in the present Section shall be finally settled, subject to review by arbitration pursuant to [Section 4](#) herein, by the Commissioner, in accordance with this Resolution.

1.2 In making each decision, the Commissioner shall be bound by the provisions of the applicable Resolutions, and may only make findings of fact and conclusions in accordance with those Resolutions.

1.3 Should the Commissioner receive a request for review that is outside of his or her jurisdiction as enumerated in the present Section, the Commissioner shall, in the case of a request initiated by an Agent or applicant, promptly refer the request to the Agency Administrator for review and resolution as may be appropriate; and in the case of a request for review initiated by the Agency Administrator, the Commissioner shall promptly return the request to the Agency Administrator. In each case, the Commissioner shall advise the Agent, applicant, or Agency Administrator, as the case may be, of the lack of jurisdiction under this Resolution.

1.4 REVIEW INITIATED BY AGENT OR APPLICANT

Subject to paragraph [1.8](#), the Commissioner shall review and rule on cases initiated by:

1.4.1 an applicant whose application to become an Accredited Agent has been disapproved by the Agency Administrator, or has been disapproved upon reconsideration;

1.4.2 an Agent whose application for approval of an additional location has been rejected by the Agency Administrator, either on first consideration, or upon reconsideration;

1.4.3 an applicant who has acquired ownership or is seeking to acquire ownership of an Agent or Location and

whose application for change of ownership has been disapproved by the Agency Administrator, either on first consideration, or upon reconsideration;

1.4.4 an Agent, or applicant seeking review of the finding that a person who is a director, or who holds a financial interest or a position of management in the Agent or applicant, is disqualified under the applicable Passenger Sales Agency Rules because of that person's connection with an Accredited Agent who was removed from the Agency List for failure to fulfil its fiduciary obligations. Any individual who believes he or she is, or may be, a person whose conduct would cause application of the exclusion provisions referred to above shall also be entitled to seek review by the Commissioner, to determine whether any disqualification whether actual or proposed should stand or be disregarded, in light of the individual circumstances;

1.4.5 an Agent who has received formal notice from the Agency Administrator of impending removal of the Agent or a Location of the Agent from the Agency List, or of any action or impending action by the Agency Administrator with regard to the Agent, that unreasonably diminishes the Agent's ability to conduct business in a normal manner;

1.4.6 an Agent whose application for change of location and/or name has been disapproved by the Agency Administrator;

1.4.7 an Agent from whom stocks of Standard Traffic Documents have been withdrawn by IATA pursuant to the applicable Passengers Sales Agency Rules; provided that any review initiated under this subparagraph shall be to decide on any interim relief pending a redetermination of the eligibility of the Agent or the Location to be retained on the Agency List under Paragraph [1.6](#) of this Resolution;

1.4.8 an Agent who considers that its commercial survival is threatened by a Member's individual decision preventing it from acting as Agent for, or from issuing Standard Traffic Documents on behalf of, such Member;

1.4.9 an Agent who is aggrieved by an impending amendment to its Passenger Sales Agency Agreement;

1.4.10 an Agent who considers that the Agency Administrator has not followed correct procedure as delegated by the Passenger Agency Conference, to that Agent's direct and serious detriment in order to determine whether the decision under review was made in accordance with applicable Resolutions and based on credible fact;

1.4.11 an Agent who invokes a request for review by the Commissioner as expressly permitted by the applicable Passenger Sales Agency Rules.

1.5 PROCESSING REVIEW REQUESTS FROM AN AGENT OR APPLICANT

The Commissioner shall apply the following rules to a request for review from an Agent/applicant:

1.5.1 for a review initiated under any of the sub provisions of Paragraph [1.4](#) of this Section, the person

authorized to make the request shall do so, in writing addressed to the Commissioner, with copy to the Agency Administrator;

1.5.1.1 for review of a decision or action of the Agency Administrator, except when initiated pursuant to the provisions of Subparagraph 1.4.7 of this Section, the request must be submitted within 30 calendar days of the date of the Agency Administrator's notice of the decision in question;

1.5.1.2 for review pursuant to the provisions of Subparagraph 1.4.7 of this Section, the request must be submitted within 10 calendar days of the withdrawal of the Standard Traffic Documents;

1.5.1.3 for review made pursuant to the provisions of Subparagraphs 1.4.8 and 1.4.9 of this Section, the request must be submitted within 30 calendar days of the date the Agent first became aware of the decision/action of which he or she is aggrieved;

1.5.1.4 where a request for review is accompanied by an application for interlocutory relief to stay action by the Agency Administrator, the Commissioner may grant the interlocutory relief, if:

- (a) acceptance of the request for review is within the Commissioner's jurisdiction; and
- (b) the Agent/applicant makes an appropriate showing in support of its application for appropriate interlocutory relief; and
- (c) the Commissioner decides, after affording the Agency Administrator, Member or other respondent the opportunity to respond, that interlocutory relief is appropriate and can be granted without materially affecting any airline funds at risk;
- (d) if airline funds are considered to be at risk, the Commissioner shall require, as a condition for granting any such request by an Agent/applicant for interlocutory relief, that the Agent/applicant provide a bank or any other form of financial guarantee. The bank or other guarantee shall cover the amount in dispute or any higher amount deemed appropriate by the Commissioner in light, in particular, of the financial risk associated with the dispute.

The Commissioner may also require if appropriate an immediate accounting and settlement of all monies due at the time the interlocutory order takes effect. If there is no financial risk associated with the dispute, the interlocutory relief may be granted upon the Commissioner's decision without requiring any form of financial guarantee. If interlocutory relief is granted, as soon as the Agent/applicant has complied with all conditions to which interlocutory relief is subject, the Commissioner or Agency Administrator shall notify all BSP Airlines accordingly that any previously notified action has been stayed and the status quo restored pending the final determination of the Commissioner's review.

1.5.2 the Commissioner shall initially decide whether (i) he/she has jurisdiction to determine the matter and (ii) if so whether a credible case for review has been made. If the request for review is accepted, then the Commissioner shall seek to ascertain to his own satisfaction all the facts relevant to the matter in dispute, affording the

parties the opportunity to present their side of the case pursuant to Section 2 hereof;

1.5.3 acting on the basis of all probative evidence presented during the proceeding, the Commissioner shall decide whether the Agent/applicant has demonstrated, by a preponderance of the evidence, that it is entitled to relief hereunder and if so, whether an award of relief, in accordance with Section 3 of this Resolution, is to be made;

1.5.4 as promptly as reasonably possible after a case has been initiated by an Agent or applicant, the Commissioner must provide to the Agency Administrator a copy of the request for review, together with all related material and evidence provided in support of the request.

1.6 REVIEW INITIATED BY AGENCY ADMINISTRATOR

The Agency Administrator, on his own initiative or at the request of any Member, or group of Members, shall initiate a review to determine whether the Agent or Location has breached its Passenger Sales Agency Agreement, including IATA Resolutions incorporated into it, when the Agency Administrator has determined that a credible case has been made, in particular, in respect of any of the following:

1.6.1 the Agent or Location no longer fulfils the qualifying requirements for accreditation under the Passenger Sales Agency Rules;

1.6.2 the Agent has not complied with the applicable Resolutions and consents given by BSP Airlines as to payment methods;

1.6.3 the Agent has failed to comply, to the satisfaction of the Agency Administrator, with financial requirements or any other measure or condition prescribed by the Commissioner as a prerequisite for the retention of the Agent on the Agency List following a review;

1.6.4 the Agent has issued Standard Traffic Documents or caused Standard Traffic Documents to be issued at other than a Location or other authorized place of issue of that Agent;

1.6.5 the Agent has failed to notify IATA and the Member concerned immediately of the removal of Standard Traffic Documents, in the event of robbery, theft, burglary, fraud or other unlawful means, or of Standard Traffic Documents having been destroyed;

1.6.6 the Agent refuses to permit a Member or IATA to audit or secure an audit of Standard Traffic Documents in the Agent custody;

1.6.7 an audit or other investigation has revealed irregularities in the Agent's accounting standards or practices;

1.6.8 the Agent has allegedly failed to fulfil its contractual obligations on the custody and/or issuance of Standard Traffic Documents or has allegedly falsified or altered Standard Traffic Documents;

1.6.9 the Agent has persistently failed to settle amounts owing against Agency Debit Memos (ADMs) whether or not such ADMs have been subject to dispute;

1.6.10 pursuant to the provisions of [Resolution 812, paragraph 6.7](#), [Resolution 818g, Attachment "A" paragraph 1.8](#), and of [Resolution 832, paragraph 1.8](#), the Agency Administrator receives written information which leads him to the belief that Members' or Airlines' ability to collect monies from the Agent for Standard Traffic Documents may be prejudiced;

1.6.11 the Agent has allegedly made material misrepresentations in an application for reduced fare transportation.

1.7 PROCESSING REVIEW REQUEST FROM AGENCY ADMINISTRATOR

Each request for review made by the Agency Administrator to the Commissioner shall be in writing with copy simultaneously sent to the Agent. The Commissioner shall conduct each such review in an adversarial proceeding and decide, on the basis of all probative evidence presented during the proceeding, whether or not the Agent has failed to comply with or is in breach of the Agency Programme provisions alleged by the Agency Administrator. If the decision is affirmative, the Commissioner shall also decide a penalty, in accordance with the provisions of this Resolution, as he or she deems appropriate under the circumstances

1.8 MATTERS OUTSIDE THE PURVIEW OF THE TRAVEL AGENCY COMMISSIONER

The Commissioner shall decline to act on any of the following:

1.8.1 claims arising under restraint of trade law/regulations of the state or international authority having jurisdiction;

1.8.2 any matter in relation to which the Commissioner does not have jurisdiction under this Resolution.

1.8.3 any decision on matters outside the jurisdiction of the Commissioner pursuant to Sections [1.4](#) and [1.6](#) shall be null and void.

Section 2—Rules of Practice and Procedure

The Travel Agency Commissioner's Office shall publish rules of practice and procedure designed to ensure prompt and impartial review of all matters properly submitted to him or her.

2.1 In a review conducted pursuant to this Resolution, the parties shall be the Agency Administrator or the Member concerned, the applicant or Agent concerned or the aggrieved Member, as the case may be.

2.1.1 The Commissioner's rules shall grant all parties ('the Parties') the following minimum rights:

2.1.1.1 right to submit in writing any relevant information which it deems appropriate and the right to respond to the other side's submissions;

2.1.1.2 right to move for dismissal, whether based on lack of jurisdiction or for any other reason;

2.1.1.3 right to move for summary judgement or other appropriate relief;

2.1.1.4 right to appear in person and/or be represented by counsel and present evidence and arguments in support of its position;

2.1.1.5 right to call witnesses;

2.1.1.6 right to hear the evidence and arguments of the other party and its witnesses;

2.1.1.7 right to cross examine the other party and its witnesses;

2.2 in proceedings before the Commissioner the Parties shall not be required to adhere to strict rules of evidence;

2.3 the Commissioner shall be empowered, upon the agreement of both parties, to waive oral hearing and base his decision on written submissions of the Parties. He or she may also render a decision on written stipulations between the Parties. Where in the judgment of the Travel Agency Commissioner, such an oral hearing is not necessary, she/he may base the decision on the written information submitted having advised the Parties of her/his intention to do so.

2.4 the party who has initiated a request for review may withdraw all or part of it, in writing, at any time prior to the issuance of the Commissioner's decision, provided that it is withdrawn by the party after the hearing, the Commissioner may make an appropriate award to cover reasonable costs incurred by the Respondent and the Commissioner;

2.5 except as the Commissioner may otherwise direct in writing, any person who is not a party, or a witness, who desires to make relevant information available to the Commissioner in connection with a pending review shall do so only through one of the Parties. The party concerned shall promptly forward such information in writing to the Commissioner, with a copy to the other party. Such person shall be subject to cross examination;

2.6 shortly after having received a request for review, the Commissioner shall offer the parties the opportunity to hold a scheduling conference by telephone call or other means, with a view to reach an agreement, or alternatively to issue an order, regarding the proper procedures to be followed for the hearing of the matter, and to set a timetable. Except for good cause stated in writing, the Commissioner shall schedule each review proceeding not later than 45 days after receipt of the request for review. The Commissioner shall normally render his decision within 30 days after the close of the record in the proceeding.

2.7 the decision shall be in writing and shall include all such findings and conclusions and with respect to reviews conducted under [Section 1](#) of this Resolution any

conditions imposed by the Commissioner. With respect to review proceedings instituted pursuant to Paragraph 1.6 of this Resolution, the decision shall be in writing and shall include all such findings and conclusions and any penalty imposed pursuant to Section 3 of this Resolution.

2.8 a signed copy of the decision shall be served on each party. Subject to action taken under Paragraph 2.9 or 2.10 or Section 4 of this Resolution, in which case the decision shall be automatically stayed, the Commissioner's decision shall be final and binding on the Parties, including Members of IATA.

2.9 within 15 days after the receipt of the decision, a party, with notice to the other parties, may request that the Commissioner gives an interpretation of the decision or correct in the decision any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the Commissioner considers that the request is justified, he or she shall make the interpretation or correction in writing within 15 days of receipt of the request. The interpretation or correction shall form part of the decision.

2.10 within 30 days after the receipt of the decision or an interpreted or clarified decision pursuant to paragraph 2.8 hereinabove, a party, with notice to the other parties may request that the decision be reviewed by a majority decision of all of the Commissioners.

Section 3—Powers of the Commissioner

The Commissioner's power to award relief shall be as set forth in this Resolution 820e as applied to the facts of each particular case. The following is an indicative summary of such possible courses.

3.1 DECISIONS ON REVIEWS INITIATED BY AGENT OR APPLICANT

Consequent on a review initiated by an Agent or an applicant, the Commissioner may decide:

- 3.1.1** a disapproved applicant/Agent be approved;
- 3.1.2** a removed Agent/Location be reinstated on the Agency List;
- 3.1.3** an Agent from whom Standard Traffic Documents, and ticketing authorities have been withdrawn may have them reinstated;
- 3.1.4** an Agent who has appealed against the actions of an individual Member that threaten the Agent's commercial survival be granted relief by order of the Commissioner;
- 3.1.5** an Agent aggrieved by impending amendment to its Passenger Sales Agency Agreement be granted such relief as may be appropriate having regard to the need to maintain appropriate airline prudential requirements;
- 3.1.6** on finding against the applicant/Agent, the Commissioner shall uphold the Agency Administrator's/

Member's decision which shall thereupon be implemented;

3.1.7 Any of the decisions outlined in Paragraph 3.1 above, or otherwise rendered by the Commissioner hereunder, shall in any case be consistent with and capable of reasonable application under the Passenger Sales Agency Agreement the applicable Passenger Sales Agency Rules and this Resolution 820e.

3.2 DECISIONS ON REVIEWS INITIATED BY THE AGENCY ADMINISTRATOR

Consequent on a review initiated by the Agency Administrator, the Commissioner may decide that one or more of the following actions be taken:

- 3.2.1** the Agent or Location be removed for a stated period of time from the Agency List;
- 3.2.2** an Agent or Location be required to meet specified requirements as a condition for retention on the Agency List;
- 3.2.3** order that Standard Traffic Documents, and ticketing authorities be removed from the Agent;
- 3.2.4** the Agent's access to reduced fare air passenger transportation be suspended for a specified period;
- 3.2.5** the Agent, at its own expense, be required to undergo an audit by an independent certified public accountant;

3.3 ICC MEDIATION AND OTHER DISPUTES

3.3.1 The parties may at any time, without prejudice to any other proceedings, refer any matters as described in Sections 1.4 and 1.6 of this Resolution to the International Chamber of Commerce ("ICC") in accordance with the International Chamber of Commerce Mediation Rules ("ICC Mediation Rules"). At any time during the course of the Commissioner's review, the Commissioner may recommend to the parties that they pursue mediation as a form of dispute resolution in accordance with the ICC Mediation Rules. Expenses related to these cases shall not be expended from the Commissioner Fund, but shall be funded by the parties involved in the dispute, in accordance with the ICC Mediation Rules.

3.3.2 the parties may at any time, request the Commissioner to perform an exceptional review of a matter outside of the parameters of jurisdiction set forth in Sections 1.4 and 1.6 of this Resolution; by way of example, such a review may include disputed ADMs. Such an exceptional review shall only be on the agreement of the parties involved and the consent of the Commissioner. Expenses that arise from such an exceptional review must be borne by the parties involved in the dispute by each contributing USD 500 to the Travel Agency Commissioner Programme fund.

Section 4—Review by Arbitration

4.1 an Agent or applicant which considers itself aggrieved by a decision of the Commissioner taken under the provisions of this Resolution, shall have the right to have such decision reviewed by arbitration, in accordance with the procedures set out in the Passenger Sales Agency Rules;

4.2 a Member whose individual decision has been the object of an Agent's action before the Commissioner pursuant to the relevant provisions of the Passenger Sales Agency Rules may, if the Member contests the Commissioner's ruling, seek to have it reviewed by arbitration, in accordance with the procedures set out in the Passenger Sales Agency Rules.

4.3 where a decision of or an action by the Agency Administrator or IATA has been the object of an Agent's action before the Commissioner taken under the provisions of this Resolution and the Agency Administrator, or IATA, contest the Commissioner's decision, the Agency Administrator or IATA shall have the right to have such decision reviewed by arbitration, in accordance with the procedures set out in the Passenger Sales Agency Rules.

Section 5—Reduced Fare Transportation for Persons Officially Travelling to Travel Agency Commissioner Hearings

5.1 for the purpose of attending a hearing called by the Travel Agency Commissioner the following persons may be provided by Members with reduced fare international air passenger transportation pursuant to this Resolution to and from the point where such hearing is being held:

5.1.1 the sole proprietor, partner, director or employee of an Agent which is party to a Commissioner hearing, who has been designated by the Agent as its representative at such hearing.

5.1.2 the sole proprietor, partner, director or employee of an applicant which is party to a Commissioner hearing, who has been designated by the applicant as its representative at such hearing.

5.2 the representatives must be listed in a notice issued by the Agency Administrator in advance of the hearing and such notice will serve as authority for the representative to request a Member to provide reduced fare air transportation pursuant to the provisions of this Resolution.

5.3 the names of such representatives to be included in the notice must be duly given in writing in advance by the Agent or applicant to the Agency Administrator.

5.4 the international air passenger transportation may be provided at a discount not in excess of 75% of the applicable air fare for the class of service provided; notwithstanding any conditions governing special fares, tickets issued for such transportation may not be issued using special inclusive tour basing fares. Where the charge for air transportation consists of a fare and a

'weekend' surcharge, 'stopover' surcharge or 'peak' surcharge, the discount will be based on the fare and such surcharge; however, the discount must not be applied to any other surcharge or charge such as a sleeper surcharge or excess baggage charge.

5.5 the dates of outbound and return travel will be at the discretion of the representative concerned; provided that the total duration of the journey must not exceed that of the hearing, plus seven days; provided further that no break of journey will be allowed except at connecting points and such travel must be on a direct routing.

5.6 in all other respects such transportation will be subject to the conditions of [Resolution 880](#) except that in respect of the persons described in [Subparagraph 5.1.1](#) no charge must be made against the Agent's annual allotment.

RESOLUTION 822

IATA NUMERIC CODE

△ PAC(58)822

Expiry: Indefinite
Type: A

AS the Passenger Agency Conference ('Conference') wishes to provide a code to identify places where Traffic Documents, as defined in the Sales Agency Rules, are issued, and

AS the Conference also wishes to provide a designator to non-IATA entities subscribing to recognised IATA industry schemes it is

RESOLVED that a recognised coding scheme, as provided for below, shall be used to allocate IATA Numeric Codes or designators.

Section 1—COMPONENTS OF CODE

1.1(a) the IATA Numeric Code shall consist of:

1.1(a)(i) a two-digit geographical designator;

1.1(a)(ii) a one-digit Area designator separated from 1.1(a)(i) above by a dash;

1.1(a)(iii) a four-digit location designator separated from 1.1(a)(ii) above by a space; and

1.1(a)(iv) a check digit separated from 1.1(a)(iii) above by a space. The check digit shall be calculated on an unweighted modulus seven system based on the two-digit geographical designator, the one-digit Area designator, and the four-digit location designator.

1.1(b) when the IATA Numeric Code is imprinted on automated Traffic Documents, the dash and spaces may be omitted.

Section 2—INTEGRITY OF IATA NUMERIC CODE

Numeric Codes assigned to all users in accordance with this Resolution are, and shall at all times remain the property of IATA. Such codes shall not be lent, sub-contracted or hired to a third party by the assignee. Neither shall such codes be used either as a form of identification or other purpose on a proprietary product of any third party without express authorization to do so by IATA.

Section 3—ALLOCATION OF CODE

3.1 the Agency Administrator shall be responsible for the administration and allocation of the IATA Numeric Code as follows:

3.1.1 IATA Numeric Codes shall be allocated to each Approved Location of IATA Agents, of non-IATA sales intermediaries and domestic-only agents reporting their sales through a BSP;

3.1.2 all other categories subscribing to a recognised IATA industry scheme shall be allocated a designator based on the Numeric Code structure;

3.1.3 blocks of IATA Numeric Codes shall be set aside for allocation in the United States to entities that qualify for such codes under the terms of this Resolution;

3.1.4 upon request of a Member or of a non-IATA airline, the Agency Administrator shall allocate IATA Numeric Codes to such Member's or airline's own sales offices, to Traffic Documents-issuing offices of such Member's or airline's Passenger General Sales Agents, or airport handling agents which are not themselves IATA Members; provided that in the case of a request from a non-IATA airline, the cost of allocation and publication of the IATA Numeric Code shall be for the account of the requesting airline.

3.1.5 IATA Numeric Codes and designators shall be allocated according to the type of Location or user.

3.1.6 A change of Location or category may require the withdrawal from use of the IATA Numeric Code or designator, and the allocation of a different one.

Section 4—VALIDATOR DIES OR PLATES—OUTSIDE BILLING AND SETTLEMENT PLAN VALIDATION OF STANDARD TRAFFIC DOCUMENTS

△ 4.1 validation of Standard Traffic Documents at places to which an IATA Numeric Code has been allocated shall be effected by the Ticketing System Provider in accordance with the provisions of [Resolution 854](#).

Section 5—PUBLICATION

the IATA Numeric Codes allocated pursuant to Subparagraphs 3.1.1, and 3.1.3 of this Resolution shall be published by the Agency Administrator as directed by the Passenger Agency Conference; ARC and IATAN shall be responsible for the publication of IATA Numeric Codes made available to them pursuant to Subparagraph 3.1.2 of this Resolution.

Section 6—REVIEW OF AGENT

failure by an IATA Agent without good cause to comply with any of the requirements provided herein shall constitute adequate grounds for the Agency Administrator to initiate review under the provisions of the Sales Agency Rules.

RESOLUTION 824**PASSENGER SALES AGENCY AGREEMENT (VERSION II)**

PAC(22)824(except USA) Expiry: Indefinite
Type: B

RESOLVED that, the following form of Passenger Sales Agency Agreement is adopted and shall be implemented upon notification by the Agency Administrator.

PASSENGER SALES AGENCY AGREEMENT

An Agreement made thisday of20.....

BETWEEN

having its principal office at (hereinafter called "the Agent")

AND

each IATA Member (hereinafter called "Carrier") which appoints the Agent, represented by the Director General of IATA acting for and on behalf of such IATA Member.

WHEREBY IT IS AGREED AS FOLLOWS:

1. EFFECTIVENESS

this Agreement shall become effective between the Agent and the Carrier upon appointment of the Agent by such Carrier in accordance with the Sales Agency Rules in effect in the country(ies) of the Agent's Location(s). Upon coming into effect this Agreement, including any amendments thereto, shall have the same force and effect between the Carrier and the Agent as though they were both named herein and had both subscribed their names as parties hereto.

2. RULES, RESOLUTIONS AND PROVISIONS INCORPORATED IN AGREEMENT

2.1(a) the terms and conditions governing the relationship between the Carrier and the Agent are set forth in the Resolutions (and other provisions derived therefrom) contained in the Travel Agent's Handbook ("the Handbook") as published from time to time under the authority of the Agency Administrator and attached to this Agreement. The Handbook incorporates:

2.1(a)(i) the Sales Agency Rules,

2.1(a)(ii) the Billing and Settlement Plan rules, where applicable, as set forth in the BSP Manual for Agents,

2.1(a)(iii) such local standards as may be provided for under the Sales Agency Rules,

2.1(a)(iv) other applicable IATA Resolutions;

2.1(b) such Rules, Resolutions and other provisions as amended from time to time are deemed to be incorporated in this Agreement and made part hereof and the Carrier and the Agent agree to comply with them;

2.2 the Agent acknowledges that it has received a copy of the current edition of the Handbook and has acquainted itself with the contents thereof. The Agent specifically acknowledges that it has read and understands the contents of the Handbook, including but not limited to those dealing with: indemnities and waiver; custody, issuance and security of Traffic Documents; the reporting and remitting procedures; and the arbitration procedures;

2.3 the Agency Administrator shall provide the Agent with subsequent editions of the Handbook and all amendments thereto. The Agent shall be notified by the Agency Administrator of any amendments to the contents of the Handbook and such amendments shall be deemed to be incorporated herein unless within 30 days of receipt of such notification the Agent terminates this Agreement by notice in writing to the Agency Administrator;

2.4 the terms and expressions used in this Agreement shall, unless the context otherwise requires, have the meanings respectively provided for in the Sales Agency Rules. In the event of any conflict, contradiction or inconsistency between any provisions with which the Agent is required to comply under Subparagraph 2.1 of this Paragraph, and any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. SELLING CARRIER'S SERVICES

3.1 the Agent is authorised to sell air passenger transportation on the services of the Carrier and on the services of other air carriers as authorised by the Carrier. The sale of air passenger transportation means all activities necessary to provide a passenger with a valid contract of carriage including but not limited to the issuance of a valid Traffic Document and the collection of monies therefor. The Agent is also authorised to sell such ancillary and other services as the Carrier may authorise;

3.2 all services sold pursuant to this Agreement shall be sold on behalf of the Carrier and in compliance with Carrier's tariffs, conditions of carriage and the written instructions of the Carrier as provided to the Agent. The Agent shall not in any way vary or modify the terms and conditions set forth in any Traffic Document used for services provided by the Carrier, and the Agent shall complete these documents in the manner prescribed by the Carrier;

3.3 the Agent shall make only such representations as are authorised in this Agreement and by the Carrier.

3.4 with regard to any transportation the Agent, its officers or employees may procure on the services of another air carrier which does not have the Agent under appointment, the Agent undertakes that it will not directly or indirectly procure the sale of such transportation otherwise than strictly in accordance with the fares, rules and conditions applicable to the sale of such transportation as published in that other carrier's tariff;

3.5 with respect to previously issued Traffic Documents the Agent, its officers or employees shall issue, accept, reissue, validate or revalidate (including by means of reservation alteration stickers) all such Traffic Documents in accordance with the Carrier's tariffs, conditions of carriage and written instructions;

3.6 the Agent shall transmit to the Carrier such specific requests or particulars in connection with each customer as may be necessary to enable the Carrier to service each customer efficiently.

4. OBSERVANCE OF LAWS AND REGULATIONS

the Agent shall observe all government laws and regulations applicable to the sale of air transportation, or any other acts performed by the Agent under this Agreement, in the territory or territories where the Approved Locations of the Agent are situated and in all territories to or through which the Agent may sell air passenger transportation.

5. AGENCY DESIGNATION

the Agent shall not represent itself as a 'General Agent' or use any other designation, such as 'Air Lines Ticket Office', which would indicate or imply in any way that its office is an office of the Carrier or any Member.

6. CUSTODY AND ISSUE OF TRAFFIC DOCUMENTS AND CUSTODY OF CARRIER IDENTIFICATION PLATES

6.1 Traffic Documents deposited by the Carrier or by ISS Management on behalf of the Carrier as the case may be, are and remain the sole property of the Carrier or ISS Management until duly issued and delivered pursuant to a transaction under this Agreement; similarly Identification Plates deposited with the Agent are the sole property of the Carrier at all times. The Agent acknowledges and agrees that it has no proprietary rights to such Traffic Documents and Plates. The Carrier or ISS Management acting on its behalf may, at any time, require that the Agent return such Traffic Documents and Identification Plates, and the Agent agrees to return them immediately;

6.2 the Carrier or ISS Management acting on its behalf shall be entitled at any time to audit or procure an audit of Traffic Documents and Identification Plates, or to ascertain that security standards are met;

6.3 where the Carrier participates in an automated ticketing system for the issuance of Standard Traffic Documents or other neutral Traffic Documents and the Agent issues such Traffic Documents through the system on behalf of the Carrier, the Carrier may at any time withdraw from the Agent the authority to issue neutral Traffic Documents on its behalf. In the event that the Agent is declared in default or is suspended in accordance with the Sales Agency Rules the Agent shall immediately cease issuing neutral Traffic Documents through the system on behalf of the Carrier as of the date such default or suspension is effective;

6.4 in the event any part of an automated ticketing system is provided to the Agent by a third party, other than an airline participating in such system, the Agent undertakes to obtain written confirmation from the Carrier or the Coordinator that the relevant specifications, function and mode of operation of such system and any changes thereto, conform with standards that are acceptable. The Agent shall not issue Traffic Documents on behalf of the Carrier through the system until such written confirmation has been obtained.

7. EXCEPT AUSTRALIA AND GERMANY—MONIES DUE BY AGENT TO CARRIERS—REMITTANCE

7.1 a Traffic Document shall be issued immediately money is received by the Agent for specified passenger air transportation or Ancillary Services sold under this Agreement and the Agent shall be responsible for remittance to the Carrier of the amount payable in respect of such Traffic Document;

7.2 all monies collected by the Agent for transportation and Ancillary Services sold under this Agreement, including applicable remuneration which the Agent is entitled to claim thereunder, are the property of the Carrier and must be held by the Agent in trust for the Carrier or on behalf of the Carrier until satisfactorily accounted for to the Carrier and settlement made;

7.3 the Agent shall not pledge, cede, promise or otherwise transfer to a third party any claims to monies due to the Agent or to the Carrier, but not yet collected, for transportation and Ancillary Services sold under this Agreement, including applicable remuneration, which the Agent is entitled to claim hereunder;

7.4 in the event that the Agent becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process affecting the normal operation of the Agent, then notwithstanding the normal remittance procedures under this Agreement, all monies due to the Carrier or held on behalf of the Carrier in connection with this Agreement shall become immediately due and payable;

or

7. AUSTRALIA AND GERMANY ONLY—MONIES DUE BY AGENT TO CARRIERS—REMITTANCE

7.1 on the issue by the Agent of a Traffic Document on behalf of the Carrier, or on the issue by the Agent of its own Transportation Order drawn on the Carrier, the Agent, irrespective of whether it collects a corresponding amount, shall be responsible for payment to the Carrier of the amount payable for the transportation or other service to which the Traffic Document or Transportation Order relates. This shall not, however, apply where the Traffic Document or Transportation Order is issued under the Universal Air Travel Plan or similar credit plan recognised or made available to the public by the Carrier (except with

respect to the initial amount payable under such plan) and the Agent has procured and forwarded to the Carrier the duly executed documents required under such plan, or where the Traffic Document or Transportation Order is issued by the Agent in response to a prepaid ticket advice. In such cases the Carrier accepts responsibility for collection;

7.2 except as otherwise provided in Subparagraph **7.1** of this Paragraph, the Agent shall collect the amount payable for the transportation or other service sold by it on behalf of the Carrier. All monies collected by the Agent for transportation and Ancillary Services sold under this Agreement, including applicable commissions which the Agent is entitled to claim thereunder, shall be the property of the Carrier and shall be held by the Agent in trust for the Carrier or on behalf of the Carrier until satisfactorily accounted for to the Carrier and settlement made. The Carrier may, subject to applicable currency regulations, designate the currencies in which remittances are to be made. Unless otherwise instructed by the Carrier the Agent shall be entitled to deduct from remittances the applicable commission to which it is entitled hereunder;

7.3 the Agent shall remit to the Carrier such monies at such times and under such conditions as the Carrier may designate from time to time in accordance with the provisions of the Sales Agency Rules;

7.4 a Traffic Document shall be issued immediately money is received by the Agent for specified passenger air transportation or Ancillary Services sold under this Agreement and the Agent shall be responsible for remittance to the Carrier of the amount payable in respect of such Traffic Document;

7.5 in the event that the Agent becomes the subject of bankruptcy proceedings, is placed in receivership or judicial administration, goes into liquidation or becomes subject to a similar legal process affecting the normal operation of the Agent, then notwithstanding the normal remittance procedures under this Agreement, all monies due to the Carrier or held on behalf of the Carrier in connection with this Agreement shall become immediately due and payable.

8. REFUNDS

the Agent shall make refund only in accordance with the Carrier's tariffs, conditions of carriage and written instructions, and against receipt. The Agent shall only refund Traffic Documents issued by such Agent.

9. REMUNERATION

for the sale of air transportation and Ancillary Services by the Agent under this Agreement the Carrier shall remunerate the Agent in a manner and amount as may be stated from time to time and communicated to the Agent by the Carrier. Such remuneration shall constitute full compensation for the services rendered to the Carrier.

10. RECORDS AND INSPECTION

the Agent shall maintain adequate records and accounts, together with supporting documents, recording the details of all transactions effected under this Agreement. Such records, accounts and documents shall be preserved by the Agent for at least two years from the date of the transactions to which they relate and shall be available for inspection or for copying by the Carrier whose Traffic Documents have been issued.

11. CONFIDENTIALITY

11.1 the Carrier agrees that the Carrier and its officers, employees and agents, including ISS Management where applicable, will treat information and data relating to the Agent coming into its possession as confidential except to the extent required by law;

11.2 notwithstanding Subparagraph **11.1** of this Paragraph, the Agent agrees that the Carrier, its officers, employees and agents, including ISS Management where applicable, may collect, process and disclose to other parties participating in the BSP, except to other Agents, such information and data for purposes of financial assessment of the Agent or of the orderly operation of agency administration or of the Billing and Settlement Plan;

11.3 the Agent agrees that the Agent and its officers, employees and any other person acting on the Agent's behalf will treat information and data relating to the Carrier coming into its possession as confidential except to the extent required by law.

12. TRANSFER, ASSIGNMENT, CHANGE OF LEGAL STATUS, OWNERSHIP, NAME OR LOCATION

12.1 this Agreement shall not be assigned or otherwise transferred in whole or in part by the Agent to any other person or persons;

12.2 in the event that the Agent proposes to effect any change(s) in the legal status, ownership, name(s) and/or address(es) (within the meaning of these expressions as used in the Sales Agency Rules under which the activities of any of its Approved Locations are conducted) the Agent undertakes to give prior notice in accordance with the detailed procedures set forth in those Rules.

13. TERMINATION

13.1 this Agreement or its application to a specific Location(s) of the Agent shall be terminated if, in accordance with the Sales Agency Rules:

13.1.1 the Carrier withdraws its appointment of the Agent,

13.1.2 the Agent withdraws from its appointment by the Carrier,

13.1.3 the Agent is removed from the Agency List,

13.1.4 the Agent relinquishes its IATA Approval/Accreditation;

13.2 notice of termination of the Agreement as above may be given at any time by notice in writing. Unless otherwise specified in the Sales Agency Rules, such notice shall take effect no sooner than the last day of the month following the month in which the notice of termination is given, and such notice shall include the effective date of termination, without prejudice to fulfilment by each party of all obligations accrued prior to the date of termination.

14. ARBITRATION

if any matter is reviewed by arbitration pursuant to the Sales Agency Rules, the Agent hereby submits to arbitration in accordance with such Rules and agrees to observe the procedures therein provided and to abide by any arbitration award made thereunder.

15. INDEMNITIES AND WAIVER

15.1 the Carrier agrees to indemnify and hold harmless the Agent, its officers and employees from and against liability for any loss, injury, or damage, whether direct, indirect or consequential, arising in the course of transportation or other Ancillary Services provided by the Carrier pursuant to a sale made by the Agent hereunder or arising from the failure of the Carrier to provide such transportation or services, except to the extent that such loss, injury or damage is caused or contributed to by the Agent, its officers, employees or any other person acting on the Agent's behalf;

15.2 the Agent agrees to indemnify and hold harmless the Carrier, its officers and employees from and against liability for any loss, injury, or damage, whether direct, indirect or consequential, arising from any negligent act or omission of the Agent, its officers, employees or any other person acting on the Agent's behalf, or from any breach by the Agent of this Agreement, except to the extent that such loss, injury or damage is caused or contributed to by the Carrier, its officers or employees;

15.3 where the Carrier participates in an automated ticketing system for the issuance of neutral Traffic Documents and the Agent issues such Traffic Documents through the system on behalf of the Carrier, the Agent further agrees to indemnify and hold harmless the Carrier, its officers and employees for all loss, injury or damage, whether direct, indirect or consequential, resulting from the negligent or unauthorised use of the system or any part thereof by the Agent, its officers, employees or contractors (including independent contractors) or any other person acting on the Agent's behalf.

16. NOTICES

all notices to be sent under this Agreement from the Carrier or from the Agency Administrator to the Agent, or from the Agent to the Carrier or to the Agency Administrator shall be sufficient if sent by any means that provides proof of despatch or receipt addressed, as appropriate to:

- the principal office of the Agent,
- the principal office of the Carrier, or

the Agency Administrator at the address shown in this Agreement, which address may be changed by notice given in writing from time to time by the Agency Administrator to the Agent.

17. APPLICABLE LAW

this Agreement shall be interpreted and governed in all respects by the law of the principal place of business of the Agent, except that, in regard to any matter of dispute arising solely in connection with the activities of a branch office location situated in a place other than that of the Agent's principal place of business, the law of the place where the branch office is situated shall apply.

18. SEVERABILITY

if any provision of this Agreement is held to be invalid, this shall not have the effect of invalidating the other provisions which shall nevertheless remain binding and effective between the parties.

19. OTHER AGREEMENTS SUPERSEDED

this Agreement shall supersede any and all prior Passenger Sales Agency Agreements between the parties hereto with respect to Approved Locations of the Agent other than in the USA, without prejudice to such rights and liability as may exist at the date hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written

Director General of the International Air Transport Association acting as agent for the Carriers referred to in the preamble hereto.

by

.....
(Authorised Representative)

IATA Address

AGENT

by

.....
Name

.....
Title

Signature

Full address

.....

Note: Where in accordance with local law, execution of the Agreement requires the signatures of the parties to be witnessed, or notarised, such formalities must be accomplished. The space below may be used for that purpose.

WITNESS:

.....

RESOLUTION 824c

BREACH OF CONTRACT LIABILITY APPLICABLE TO IATA ACCREDITED AGENTS IN THE PEOPLE'S REPUBLIC OF CHINA

PAC3(26)824c(People's Republic of China)

Expiry: Indefinite
Type: B

WHEREAS the laws of the People's Republic of China require all legal contracts between entities having their registered head offices in the People's Republic of China to include a breach of liability and penalty clause, and without such clause such contracts are null and void, it is hereby

RESOLVED that, the following clause shall be added to the Passenger Sales Agency Agreement executed by IATA Accredited Agents in the People's Republic of China:

'If the contract is signed between a Carrier having its registered head office in the People's Republic of China and an IATA Accredited Agent in the People's Republic of China, then a clause with regard to breach of contract, regulated by the law of the People's Republic of China shall be included in such contract, failing which the contract shall be null and void'.

RESOLUTION 824r

REFUNDS

PAC(57)824r(except USA)

Expiry: Indefinite
Type: B

WHEREAS the relationship between BSP Airlines and their appointed Accredited Agents is based on mutual cooperation and understanding of each other's business practices and on adherence to agreed rules and procedures and

WHEREAS the Passenger Sales Agency Agreement and Sales Agency Rules, which largely govern that relationship, require Accredited Agents to make timely remittance to BSP Airlines of monies payable to BSP Airlines for sales made on their services under the Passenger Sales Agency Agreement and

WHEREAS, the Passenger Sales Agency Agreement and the Sales Agency Rules and the procedures related thereto, do not stipulate the conditions for refund taking into consideration the original form of payment of the Traffic Document and

WHEREAS, the Passenger Sales Agency Agreement and the Sales Agency Rules and the procedures related, thereto, provide for refunds to be made or authorised by BSP Airlines to their Agents without stipulating a time-limit for effecting such refunds, now it is

RESOLVED that

Section 1—CONDITIONS

1.1 Agents shall only refund Traffic Documents issued by such Agent within the same BSP country and must observe the original issuance of a Traffic Document to establish the conditions for refund. In principle Traffic Documents will be refunded using the ticketing authority of the same BSP Airline, in the same currency and in the same form of payment it has been originally issued. When a ticket originally issued by an Agent has been exchanged/reissued by a BSP Airline on which the Traffic Document was originally issued on, it may subsequently be refunded by the Agent.

1.2 if the amount of refund does not differ from the Traffic Document being refunded, such refunds should be returned to the same form of payment with which the original Traffic Document was paid. For payments made by multiple forms of payment, it shall be processed in the same amounts to each respective form of payment.

1.3 if the amount of refund differs from the Traffic Document being refunded, such refunds must be returned to the same forms of payment with which the Traffic Document being refunded was paid, subject to the BSP Airline's instructions.

1.4 Refunds authorized and paid by a BSP Airline to an Agent shall be held in trust by the Agent for or on behalf of the related passenger or purchaser of the Traffic Document and shall be the responsibility of the Agent to credit the passenger or the purchaser of the Traffic Document.

Section 2—REFUND AUTHORISATION

2.1 BSP Airlines are recommended to authorise the use of GDS refunding applications for totally unused traffic documents. In all cases BSP Airlines shall expedite refunds on unused or partly used Traffic Documents in accordance with the following practices:

2.1.1 Unused Traffic Documents

ensure that valid refunds on totally unused Traffic Documents are made or authorised not later than the following remittance schedule after the refund application is received from the Agent by the BSP Airlines.

2.1.2 Partly Used Traffic Documents

will ensure that refunds on partly used Traffic Documents are made or authorised by not later than two months after the refund application is received from the Agent by the BSP Airlines.

2.1.3 Inability to Process

notwithstanding the provisions of [2.1.2](#) above if a BSP Airlines is unable to process a refund on partly used Traffic Documents within the prescribed time-frame, the reasons will be communicated to the Agent by the BSP Airlines.

RESOLUTION 826**IDENTIFICATION OF AIRLINES' POINTS OF SALE**

PAC(28)826(except USA)

Expiry: Indefinite
Type: B

WHEREAS the Passenger Agency Conference provides in its Resolutions for IATA to assign seven-digit designators to identify places where Traffic Documents, as defined in the Sales Agency Rules, are issued, including: Accredited Agents, Members' own sales offices, non-IATA airlines' sales offices, Traffic Document issuing offices of Members' or airlines' Passenger General Sales Agents, airport handling agents and, also, for the Agency Administrator to allocate such a designator to the non-IATA sales intermediaries of allied industry principals, and

WHEREAS airlines wish to identify readily other points of sale which they recognise as their booking offices and from which they accept reservations and which are not catered for in any other Passenger Agency Conference Resolution, to the extent of providing them with an IATA numeric code, now it is

RESOLVED that the Agency Administrator shall allocate seven-digit designators to such points of sale; those points of sale being transportation sales intermediaries, provided that it shall be a condition of the allocation and continuing use of such designators, that they shall create no entitlement or claim to IATA accreditation or approval; provided further that the cost of allocation of the IATA numeric code and the maintenance of the record shall be for the account of the requesting airline.

RESOLUTION 830a**CONSEQUENCES OF VIOLATION OF TICKETING AND RESERVATION PROCEDURES**

PAC(56)830a(except USA)

Expiry: Indefinite
Type: B

WHEREAS IATA Members are granting IATA Accredited Agents access to Traffic Documents; and

WHEREAS custody, completion, issue, reissue, validation and revalidation of such Traffic Documents are governed by Members' tariffs and the ticketing procedures furnished to Agents through ticketing systems, and as described in the Travel Agent's Handbook, copies of which are furnished to Agents by the Agency Administrator and compliance with which is mandatory upon each Agent under the terms of the Passenger Sales Agency Agreement; it is

RESOLVED that,

1. all Agents be reminded that practices such as those listed herein, in other applicable Resolutions, or in Carriers' written instructions, but not limited thereto, violate the governing conditions referred to above. They harm Members' legitimate interests and can accordingly result in action being taken under the provisions of the Sales Agency Rules and Passenger Sales Agency Agreement. e.g. charging the Agent with the difference between the fare applied and the fare applicable to the service in accordance with Members' tariffs.

1.1 entering incomplete or incorrect reservation entries, such as reservation booking designators that do not correspond to the fare paid, or reservation requests on a Traffic Document, thereby allowing travel at less than the applicable fare,

1.2 inaccurately completing or omitting to complete the 'not valid before' and/or 'not valid after' boxes on a Traffic Document contrary to the conditions governing the fare applied, thereby allowing travel at less than the applicable fare,

1.3 issuing a Traffic Document for more than one passenger, except as authorised for certain Traffic Documents,

1.4 changing or omitting the name of the passenger,

1.5 changing the "Form of Payment" or failing to carry this forward to the new Traffic Document,

1.6 changing the currency of payment or failing to carry this forward to the new Traffic Document,

1.7 failing to carry forward all restrictions to the new Traffic Document,

1.8 failing to obtain endorsement(s) from carriers when required,

1.9 failing to complete correctly the "Issued in Exchange For" entries and/or the "Original Issue" entries, and/or failing to carry these forward to the new Traffic Document,

1.10 failing to ensure that when conjunction Traffic Documents are issued, the conjunction numbers are shown on all conjunction Traffic Documents,

1.11 changing the point of origin,

1.12 issuing/selling a ticket with a fictitious point of origin or destination in order to undercut the applicable fare (cross border selling),

1.13 failing to observe the applicable rules for Designation and Selection of Ticketing Airline ([Resolution 852](#)) and/or designating transportation on such parties' services where a valid interline agreement between the ticketing airline and the transporting party does not exist,

1.14 cancelling or amending a customer booking and/or Electronic Ticket without the express permission of that customer,

1.15 deliberately making duplicate reservations for the same customer,

1.16 when reservations for a group are not confirmed, attempting to secure the required service by requesting this in smaller numbers in individual transactions,

1.17 making reservation transactions without the specific request of a customer and/or,

1.18 making an amendment to a booking that has previously been issued as a Traffic Documents without either revalidating or reissuing, as applicable, the original ticket to reflect the new itinerary and/or,

1.19 voiding Traffic Documents without cancelling corresponding reservations and/or,

1.20 failing to split PNRs in cases where not all passengers included in the PNR are ticketed and/or,

1.21 failing to observe the prescribed minimum connecting times.

2. In this Resolution the use of the singular may also be taken to include the use of the plural, where the text so permits and vice versa.

RESOLUTION 830d

RESERVATIONS PROCEDURES FOR ACCREDITED AGENTS

PAC(55)830d(except USA)

Expiry: Indefinite
Type: B

RESOLVED that,

1. when an Accredited Agent (hereinafter 'Agent') is effecting a booking through an automated reservations system, the Agent is acting on behalf of the Member(s) or BSP Airline(s) in using that system and, therefore, shall adhere to the appropriate reservations procedures contained in IATA Resolutions. These procedures shall be provided by the Member(s) or BSP Airline(s) to the Agent.

2. the Agent shall request or sell airline space and/or associated services of a passenger handling nature only when the Agent has a request to do so from a customer. The Agent shall make such transaction in accordance with his system provider agreement.

3. the Agent shall ensure that the reservations booking designator used in booking space corresponds to the applicable fare quoted to the customer.

4. To be able to advise passengers of irregular flight operations and disruptions Members and BSP Airlines need to have sufficient contact details available to proactively contact the passengers. Consequently, at or before the time of ticketing, the Agent must actively ask each passenger whether they wish to have their contact details (mobile number and/or email) provided to airlines participating in the itinerary for the purposes of contact in an operational disruption. The Agent must ensure that the Passenger's consent is obtained in compliance with any data protection directives or regulations. Where the passenger wishes to have their contact details provided to airlines participating in the itinerary, the Agent must enter it in the Passenger Name Record (PNR), while maintaining compliance with all applicable data protection directives and regulations. Contact details must be entered in the PNR in compliance with the Resolutions governing reservations procedures. Members and BSP Airlines shall use these contact details exclusively for the purpose of operational notifications, e.g. flight cancellation, schedule change, etc. and shall not use the contact details for sales & marketing purposes.

In the event the passenger exercises his or her right not to provide contact details it is incumbent on the Agent to indicate that the passenger has declined to provide such details, and to enter the refusal in the PNR to limit any statutory liability. In such a case, the Agent must actively advise the passenger that they may not receive information from the airline relating to flight cancellation or schedule changes (including delay in departure).

5. the Agent shall notify the customer of the reservations status of all segments and associated services and of any changes thereto.

6. all reservations for a specific itinerary and changes thereto shall, whenever possible, be processed through

one Member. When this is not possible, the Agent shall inform each Member involved that the reservation is in connection with an itinerary.

7. the Agent shall ensure that the ticket will be issued in accordance with the reservations status of each segment and in accordance with the applicable ticketing time limit.

8. except for Section 4, the Agent shall be solely liable for the consequences of its failure to comply with any Resolution governing reservations.

RESOLUTION 832

REPORTING AND REMITTING PROCEDURES

△ PAC(56)832/(Mail A595)(except USA), (except 818g and 812 countries) Expiry: Indefinite Type: B

The purpose of this resolution is to govern the procedures for all aspects of Reporting and Remittance under the procedures of Billing and Settlement Plans (BSPs), and reporting directly to Members in a single resolution, notwithstanding variations in the Passenger Sales Agency Rules,

It is RESOLVED that the following reporting and remittance procedures are adopted for application in a consistent manner in conjunction with the applicable Passenger Sales Agency Rules and that the Agency Administrator is empowered to supervise and take corrective actions as determined by the Conference.

All references to Paragraphs and Sub-Paragraphs are to those contained within this Resolution unless stated otherwise.

Contents

This resolution is contained within three main sections:

[1. Reporting and Remitting through the Billing and Settlement Plan \(BSP\)](#)

[2. Reporting and Remitting Directly to Members in Non-BSP Countries](#)

[3. Consequences of Default to BSPs and to Members](#)

[SECTION 1 REPORTING AND REMITTING THROUGH THE BILLING AND SETTLEMENT PLAN \(BSP\)](#)

[1.1 Monies Due on Issue of Standard Traffic Documents](#)

[1.2 Length of Reporting Period: Reporting Date](#)

[1.3 Agency Sales Transmittals](#)

[1.4 Frequency for Submission of Agency Sales Data](#)

[1.5 Billing](#)

[1.6 Settlement—The Remittance Date](#)

[1.6.2 Frequency of Remittance](#)

[1.7 Notice of Irregularity and Default](#)

[1.7.1 Charges](#)

[1.7.2 Overdue or Dishonoured Remittance](#)

[1.7.3 Failure to Remit in Billing Currency](#)

[1.7.4 Bona Fide Bank Error](#)

- 1.7.5 Accumulated Irregularities
- 1.7.6 Agent in Default as an IATA Cargo Agent
- 1.7.7 Other Defaults
- 1.7.8 Accounting Irregularity Safeguards
- 1.7.9 Disputed Agency Debit Memo
- 1.8 Prejudiced Collection of Funds
- 1.9 Notification of Irregularity
- 1.10 Default Action
 - 1.10.4 Encashment of Bank Guarantee, Insurance Bond or Other Form of Guarantee
 - 1.10.5 Disputes and Withdrawal of Defaults
- 1.11 Remittance and Settlement Delayed by Official Government Action
- 1.12 Responsibility for Settlement of Credit and Charge Card ('Card') Transactions Made Against a Carrier's Merchant Agreement

SECTION 2 REPORTING AND REMITTING DIRECTLY TO MEMBERS IN NON-BSP COUNTRIES

- 2.1 Monies Due on Issue of Traffic Documents
- 2.2 Sales Reports and Remittances
- 2.3 Agents on Billing Basis
- 2.4 The Remittance Date
- 2.5 Irregularities and Default
 - 2.5.1 Overdue Sales Report/Remittance
 - 2.5.2 Dishonoured Cheque or other Method of Payment
 - 2.5.3 Accumulated Irregularities
 - 2.5.4 Agent in Default as an IATA Cargo Agent
 - 2.5.5 Failure to Include Sales—Subsequent Detection/Discovery
 - 2.5.6 Notice of Default
- 2.6 Default Action
- 2.7 Indemnity
- 2.8 Remittance and Settlement Delayed by Official Government Action

SECTION 3 CONSEQUENCES OF DEFAULT TO BSPs AND TO MEMBERS

- 3.1 Determination of Agent's Indebtedness to Members/Airlines
 - 3.1.1 When Settlement has been made
 - 3.1.2 When Settlement has not been made
- 3.2 Settlement of Amounts Due
- 3.3 Review by the Agency Administrator
- 3.4 Effects of Retention after Default
- 3.5 Review by Travel Agency Commissioner

ATTACHMENT 'A'—FREQUENCY OF AGENT REMITTANCES

Section 1—Reporting and Remitting through the Billing and Settlement Plan (BSP)

This Section is applicable to all Approved Locations of an Agent, except those covered by [Resolution 818g](#), with respect to all sales on behalf of Airlines and Members participating in the BSP. The BSP Manual for Agents contains the administrative and procedural rules to be followed by Agents and constitutes part of this Resolution.

1.1 MONIES DUE ON ISSUE OF STANDARD TRAFFIC DOCUMENTS

The provisions of this Paragraph govern monies due to BSP Airlines arising from Accountable Transactions.

In all instances the preferred method of remittance shall be by electronic funds transfer, or by Business-to-Business Direct Debit. In this context Business-to-Business Direct Debit is defined as a Direct Debit system and jurisdiction which imposes strict conditions and time limits not exceeding 2 banking days for revocation of the transfer by the payer or the payer's bank. When either of these systems are available in a market and unless required by applicable local law other methods of remittance are discouraged.

1.1.1(a) monies for sale against which an Agent issues Standard Traffic Documents shall be deemed due by the Agent to the BSP Airline whose ticketing authority is used when they are issued and shall be settled in accordance with the provisions of this section.

1.1.1(a)(i) monies for sales made by an Agent, where the ticket is issued by the BSP Airline on behalf of the Agent and reported using the facility of the BSP, shall be deemed due by the Agent to the BSP Airline and shall be settled in accordance with the provisions of this section in the same way as if the Agent had issued a Standard Traffic Document.

1.1.1(b) in the event that the Agent is declared insolvent, bankrupt, is placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal process affecting its normal operation, then notwithstanding the normal remittance procedures set out in this Section all such monies shall become immediately due and payable.

1.1.1(c) in circumstances where a BSP Airline determines that its ability to collect monies for Standard Traffic Documents may be prejudiced by the Agent's financial position such BSP Airline may demand immediate settlement of all such monies;

1.1.2 in circumstances where an Airline is suspended from the BSP ('BSP Airline') the monies due to the BSP Airline are handled according to the applicable procedures within Resolution 850, Attachment 'F'. While IATA's instruction to Agents under Resolution 850 Attachment F paragraph [1\(c\)\(ii\)\(b\)](#) to settle directly with the suspended BSP Airline does not relieve Agents of any payment obligations to the suspended BSP Airline, the Notice of irregularity and default action provisions of

paragraph [1.7](#) of this Attachment do not apply while such instruction is in place.

1.1.3 in circumstances where an Agent collects full or part payment for transportation in respect of which reservations have been made on the services of a BSP Airline, the Agent shall issue an appropriate Standard Traffic Document. Thereupon monies for such sale shall be deemed due and settlement shall be made in accordance with the provisions of Subparagraph [1.1.1\(a\)](#);

1.1.4 Agents shall be required to remit in the currency reported on the ticket and billed to the Agent.

1.2 LENGTH OF REPORTING PERIOD: REPORTING DATE

The provisions of this Paragraph govern the reporting of Transactions within the Reporting Periods and Reporting Dates as determined for each BSP.

1.2.1 for each BSP, reporting shall be as frequent as possible and the Conference shall establish the length of the Reporting Period most suitable to the efficient operation of such Plan.

1.3 AGENCY SALES TRANSMITTALS

Agency sales are provided to the BSP Data Processing Centre in an automated report by the Ticketing System Providers.

1.4 FREQUENCY FOR SUBMISSION OF AGENCY SALES DATA

The frequency by which Agency Sales Data is transmitted to the Data Processing Centre is established by [Resolution 854](#) which requires the System Providers to report daily.

1.5 BILLING

1.5.1 the Data Processing Centre shall compute and prepare a Billing in respect of each Approved Location in accordance with the requirements of the Conference. Such Billings shall incorporate all Accountable Transactions reported by the System Provider with respect to each Approved Location of an Agent;

1.5.2 the frequency at which Billings shall be rendered to Agents shall be established by the Conference.

1.5.3 Where a BSP allows ticket issuance in more than one currency a billing will be produced for each currency used.

1.6 SETTLEMENT—THE REMITTANCE DATE

The provisions of this Paragraph govern the dates, and their frequencies, by which Billings will be settled by Agents.

1.6.1(a) Agents shall settle all amounts due in respect of Accountable Transactions and any applicable local charges directly with the Clearing Bank.

1.6.1(a)(i) Where an Agent receives a billing in more than one currency the Agent is obliged to remit in the currency of the billing.

1.6.1(b) ISS Management, following consultation, (which includes receiving comments from the local Joint Agency Liaison Working Group), may require the Agent to provide them with

- the necessary information and
- an authorisation form as may be prescribed by them, permitting the Clearing Bank to draw cheques on, or debit the Agent's trust account or other bank account, in favour of IATA, or the institution designated by ISS Management, in payment of all amounts due to BSP Airlines.

1.6.1(c) When the Agent intends to change its bank(s), or bank accounts(s), the Agent shall give ISS Management 30 days' advance notice by certified/registered mail, or certified letter with return receipt, or in countries where registered/certified mail is not available by use of regular postage and e-mail as appropriate;

1.6.2 Frequency of Remittance

The Conference shall establish the standard frequency of Agents' Remittances under such BSP, and these are as shown at [Attachment A](#). The Remittance Date will be communicated to all agents participating in each BSP.

1.6.2.1 the Agent shall remit, by the Remittance Date the amount specified on the Billing for the Remittance Period under settlement. If, exceptionally, the Agent has not received such Billing by the Remittance Date the Agent shall:

1.6.2.1(a) on the Remittance Date, remit the amount its records indicate is owing in respect of such Remittance Period or, in a direct debit situation, the amount determined by ISS Management, and

1.6.2.1(b) immediately upon receipt of the delayed Billing, remit any shortage between the remittance made pursuant to [Subparagraph 1.6.2.1\(a\)](#) above and the amount of the Billing.

1.6.2.1(c) if the Agent fails to remit any such shortage immediately it shall be deemed to be an overdue remittance and Irregularity and Default procedures shall apply in accordance with [Subparagraph 1.7.2](#).

1.6.2.1(d) if the extent of the shortage is such as to lead ISS Management to believe that the Agent attempted deliberately to circumvent the settlement requirements of this Section, ISS Management shall instruct the Clearing Bank to debit the Agent for Clearing Bank charges incurred as a result of the shortage. Such charges shall be included in the Clearing Bank's next Billing to the Agent and shall be due and payable by the Agent on the Remittance Date applicable to such Billing;

1.6.2.2 if the Clearing Bank is closed for business on the day on which the remittance is required to reach the

Clearing Bank under the provisions of [Subparagraph 1.6.2](#), the remittance shall be made by the Agent so as to reach the Clearing Bank before its close of business on the first subsequent day when the Clearing Bank is open for business;

1.6.2.3 an Agent having more than one Approved Location subject to the same BSP may apply to ISS Management for authorisation to remit monies due on behalf of all such Approved Locations through one designated office of the Agent to the Clearing Bank;

1.7 NOTICE OF IRREGULARITY AND DEFAULT

The provisions of this Paragraph govern failures by Agents to adhere to the reporting and remitting procedures set out in [Paragraphs 1.2 to 1.6](#) inclusive, for which an Agency can be served with Notices of Irregularity, or be declared in Default, as appropriate. Agents may also be liable for charges arising from them. The circumstances for this may include:

- Overdue Remittance or Cheque
- Dishonoured Remittance or Cheque
- Failure to Remit in Billing Currency
- Accumulation of the above Irregularities

1.7(a) the Agency Administrator's actions described in this Paragraph, in respect of the non-receipt by the Clearing Bank of Remittances by the due date, shall not apply when the Agency Administrator can determine that the Agent had adequately undertaken all of the required remittance procedures, and that such non-receipt had been caused by extraneous factors.

1.7(b) Conference, or the Assembly where so delegated, may provide for variations from BSP to BSP in respect of the sanctions applicable to such failures, and any such variations shall be notified to all Agents in the relevant BSPs, and incorporated in the relevant provisions of the applicable BSP Manual for Agents.

1.7(c) for the purposes of this Paragraph, where the Agency Administrator issues:

- a demand for payment or
- immediate payment, or
- a demand for immediate reporting

and/or

- accounting and settlement,

the deadline for the Clearing Bank's receipt for such from the Agent is the close of business on the first day it is open for business following the day of the Agency Administrator's demand.

1.7(d) A Notice of Irregularity or declaration of default will be in writing and set out the specific circumstances giving rise to the Notice of irregularity or default.

1.7.1 Charges

The Conference may, subject to the provisions set forth in this Resolution and following local consultation, (which includes receiving comments from the local Joint Agency

Liaison Working Group), implement a programme of cost-recovery charges to be levied on Agents under the following circumstances:

1.7.1(a) Administrative Charges

- △ (i) for excessive voiding of Standard Traffic Documents, as established from time to time by ISS Management, in consultation with the airlines participating in the local BSP and the respective Agency Programme Joint Council; and published in the BSP Manual for Agents,
- (ii) for any other failures to comply with BSP procedures and instructions, which generate additional cost to airlines;

1.7.1(a)(i) the levels of such charges shall be determined by the Conference or, where applicable, the Assembly from time to time and, then notified by ISS Management to all Agents subject to the Plan and published in the BSP Manual for Agents;

1.7.1(b) Clearing Bank Charges

Clearing Bank Charges, which shall be in the amount debited to ISS Management by the Clearing Bank as a result of the Agent's failure to remit as prescribed. These will be increased, if applicable, by an amount to compensate for any extra efforts incurred by ISS Management in relation to such failure; and

1.7.1(c) Billing and Settlement of Charges

such charges debited to Agents shall, except as may, wise specified, be included by ISS Management in its first subsequent Billing to the Agent/Location concerned and shall be due and payable by the Agent by the Remittance Date applicable to such Billing. Such charges shall, for the purpose of Subparagraph 1.10.2(b), be deemed to be part of all amounts owing by the Agent;

1.7.1(d) Notification of Charges

when ISS Management is required under any of the provisions of this Section to debit an Agent for charges, it shall simultaneously notify the Agent and Location concerned.

1.7.2 Overdue or Dishonoured Remittance

1.7.2.1 if the Clearing Bank does not receive a remittance due by: the Remittance Date, or immediately on receipt by the Agent of a delayed Billing, a remittance in respect of a shortage as provided for in Subparagraphs 1.6.2, or if an instrument of payment received by the Clearing Bank to effect such remittance is dishonoured on or after the Remittance Date, the Agency Administrator who shall thereupon demand payment from the Agent including any Clearing Bank charges incurred and shall then:

1.7.2.1(a) send to the Agent a Notice of Irregularity in respect of the Location concerned (or, where the Agent has been authorised to remit through one designated office under the provisions of Subparagraph 1.6.2.1(e) or 1.6.2.4 in respect of all Approved Locations covered by such authorisation).

1.7.2.1(b) If payment is not received on demand, the Agency Administrator shall immediately notify ISS Management and the Agent, and shall take Default Action with respect to all Locations of the Agent in accordance with Paragraph 1.10.

1.7.2.1(c) in addition to any action prescribed in this Subparagraph, the Agency Administrator shall debit the Agent for costs incurred as a consequence of the late or dishonoured payment;

1.7.2.1(d) if it is established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.5, and settlement of all amounts due is received on demand, the Notice of Irregularity shall be rescinded;

1.7.2.1(e) if it is subsequently established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.5, and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw such Default and the Notice of Irregularity, if recorded in accordance with Subparagraph 1.7.3.1;

1.7.2.1(f) if, subsequent to an Agent's relinquishment of its accreditation, that Agent fails to remit any monies due, it shall be held to be in default, and the provisions of Paragraph 1.10 shall apply. The Agency Administrator shall thereby cause the termination to be amended to one of default.

1.7.3 Failure to Remit in Billing Currency

if the Clearing Bank does not receive a remittance in the same currency as billed to the Agent in the correct amount, the Clearing Bank shall immediately so advise the Agency Administrator who shall thereupon demand immediate payment from the Agent to the correct value of the ticketed currency, including any Clearing Bank charges incurred and shall then;

1.7.3.1(a) send to the Agent a Notice of Irregularity in respect of the Location concerned (or, where the Agent has been authorised to remit through one designated office under the provisions of Subparagraph 1.6.2.1(f) in respect of all Approved Locations covered by such authorisation).

1.7.3.1(b) if payment is not received on demand in the billed currency, the Agency Administrator shall immediately notify the Agent, and shall take Default Action with respect to all Locations of the Agent in accordance with Paragraph 1.10,

1.7.3.1(c) in addition to any action prescribed in this Subparagraph, the Agency Administrator shall debit the Agent for costs incurred as a consequence of the late or dishonoured payment,

1.7.3.1(d) if it is established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.7 and settlement of all amounts due is received on demand, the Notice of Irregularity shall be rescinded,

1.7.3.1(e) if it is subsequently established that such nonpayment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.7, and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw such Default and the Notice of Irregularity, if recorded,

1.7.3.1(f) if, subsequent to an Agent's relinquishment of its accreditation, that Agent fails to remit any monies due, it shall be held to be in default, and the provisions of Paragraph 1.10 shall apply. The Agency Administrator shall thereby cause the termination to be amended to one of default;

1.7.4 Bona Fide Bank Error

a bona fide bank error taking place under the following circumstance, which is substantiated by evidence acceptable to the Agency Administrator as provided for in Paragraph 1.7.6.3; may be accepted by IATA for a maximum of four instances in a period of 12 consecutive months. This limit excludes instances where the Agent's bank has suffered from a disruption of service due to circumstances outside of its control and resulting in its inability to provide the required services to an Agent.

1.7.4.1 Credit Arrangement or Automatic Transfer of Funds

when on the date the cheque or other method of payment was presented to the Bank for payment, sufficient funds should have been available in the account on which the cheque or other method of payment was drawn by virtue of a valid written line of credit or other written arrangement, dated and executed between the bank and the Agent prior to the Reporting Period involved, and the bank erroneously fails to honour such line of credit or other arrangement, or

1.7.4.2 Sufficient Funds

if the bank erroneously fails to honour a valid cheque or other method of payment when sufficient collected funds are in the Agent's account on which the cheque or other method of payment was drawn and available for immediate withdrawal at the time the cheque or other method of payment was presented to the bank for payment;

Note: 'uncollected funds' shall not be considered funds available for immediate withdrawal;

1.7.4.3 Evidence Acceptable to the Agency Administrator

In all cases a bank letter must be provided to IATA:

- (i) The original bank letter must be sent to IATA within 10 working days by registered post or courier, stating the nature of the error and reason for the delay in remittance
- (ii) A copy of the bank letter may be sent to IATA via fax or as a scanned copy via email
- (iii) The bank letter must be signed by a Manager including name, job title or designation

- (iv) The bank letter must stipulate that the Agent had sufficient available funds on Remittance Date in the stipulated bank account(s), stating the account name and the account number(s).

1.7.5 Accumulated Irregularities

The provisions of this Paragraph govern the procedures that shall apply when an Agent accumulates Notices of Irregularities. Accumulated Irregularities may, ultimately, lead to an Agent being placed in Default.

1.7.5.1 after each Remittance Date, or Settlement Date, the Agency Administrator shall compile and publish to BSP Airlines a list containing the names of all the Agents (and the addresses of the Approved Locations concerned) that have been sent Notice of Irregularity under any of the provisions of these Rules since the preceding Remittance Date.

1.7.5.2 if four (4) instances of Irregularity are recorded on such lists in respect of a Location during any 12 consecutive months, the Agency Administrator shall immediately advise ISS Management and he/she shall take Default Action with respect to all Locations in accordance with Paragraph 1.10;

1.7.6 Agent in Default as an IATA Cargo Agent

if an Agent which is also registered as an IATA Cargo Agent under the IATA Cargo Agency Rules is declared in Default under those Rules in connection with its cargo activities (other than by reason of accumulated irregularities) such Agent shall also be deemed in Default under this Section, and Default Action with respect to all Locations of the Agent shall be taken in accordance with the provisions of Paragraph 1.10 of this Section;

1.7.7 Other Defaults

if an Agent is in Default under another Section either of these or of other IATA Passenger Sales Agency Rules, Default Action shall be taken in accordance with the provisions of Paragraph 1.10 with respect to all Locations of the Agent;

1.7.8 Accounting Irregularity Safeguards

1.7.8.1 in the event an audit or other investigation reveals such irregularities on the part of an Agent as:

- (i) failure to submit all Standard Traffic Documents issued during the Reporting Period,
- (ii) falsely reporting Standard Traffic Documents as having been sold against UATP or other Cards,
- (iii) post-validating Standard Traffic Documents,
- (iv) permitting alteration, omission or other falsification of Card data or other required information of the original Standard Traffic Documents or on any reissues thereof,
- (v) issuing or reissuing single or multiple Standard Traffic Documents reflected as Card sales having an aggregate face value exceeding the established 'floor limit' without full disclosure to and the authority of the pertinent Card company; or complicity in the issuing or reissuing of Standard Traffic Documents reflected

as Card sales to circumvent credit or reporting procedures,

- (vi) falsification of reports or documents,
- (vii) violation of Standard Traffic Document exchange or refund procedures as specified in the applicable IATA Resolutions and their Attachments, or as published in carriers' tariffs, instructions or elsewhere, and provided to the Agent, or
- (viii) failure to prevent the unauthorised or fraudulent use of computer-generated document numbers for issuance of Standard Traffic Documents,
- (ix) falsification and/or manipulation of issued Standard Traffic Documents, such that data reported differs from data provided to the carrier whose Standard Traffic Documents has been issued,
- (x) failure to comply with Card sales instructions provided by BSP Airlines, as prescribed in the Travel Agent's Handbook, the BSP Manual for Agents and [Resolution 890](#),
- (xi) persistent failure to comply with the format and the instructions of ISS Management in the calculation of the sales settlement authorisation amounts, resulting in the frequent and regular issuance of Shortage Notices,
- (xii) persistent failure to settle amounts properly owing against Agency Debit Memos (ADMs).

1.7.8.2 under circumstances which lead the Agency Administrator to believe that the Agent is attempting to circumvent the reporting and settlement requirements of this Section, with the result that Members' or Airlines' ability to collect for Standard Traffic Documents sold is seriously prejudiced.

- △ **1.7.8.3** the Agency Administrator, shall
 - (i) instruct the Ticketing System Provider to prevent further use of Standard Traffic Documents removing of ticketing authority from the Agent,
 - (ii) demand an immediate accounting and settlement of all amounts owing by the Agent, whether or not the Remittance Date for payment thereof has arrived,
 - (iii) account for any monies received and
- △ (iv) notify all airlines participating in the local BSP of the action taken.

1.7.8.4 and in circumstance where the Agency Administrator is notified by a BSP Airline of irregular activity by the Agent, which causes chargeback under [Resolution 890](#), to immediately invoke default action as described under paragraph [1.10](#) of these rules.

1.7.8.5 thereupon, the Agency Administrator shall request the Travel Agency Commissioner, except in cases described under paragraph 1.7.10.4, to review and re-determine the approval of the Agent or Approved Location. Pending this review, the Agent may request an interlocutory review of the Agency Administrator's action by the Travel Agency Commissioner. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require the Agent to provide a bank or other financial guarantee to IATA in accordance with [Resolution 820e](#)

1.7.9 Disputed Agency Debit Memo

The provisions of this paragraph should be read in conjunction with the provisions concerning ADMs as provided in [Resolution 850m](#).

1.7.9.1 An Agent may for reason dispute an ADM.

1.7.9.2 An Agent shall have a minimum of 14 days in which to review and dispute an ADM prior to its submission to BSP for inclusion in the billing,

1.7.9.3 When an ADM is disputed prior to it being submitted to the BSP for processing, it will be recorded as disputed, and will not be included in the Billing.

1.7.9.4 if an Agent disputes an ADM within the minimum dispute period it shall be suspended from the BSP process and settlement of the dispute will be for resolution between the Agent and Airline concerned.

- (i) in the event an Agent disputes an ADM and after agreement between the Airline and the Agent, it is determined that the purpose of that ADM was correct, the Airline will advise the Agent and the BSP accordingly and the ADM as originally submitted will be processed;
- (ii) if as a result of an Agent dispute it is determined after agreement between the Airline and the Agent that the ADM needs adjustment, the Airline will submit to the Agent and the BSP the adjusted ADM, in the form of a new ADM, in which case only the new ADM shall be processed.

1.7.9.5 An ADM that has been included in the BSP Billing will be processed for payment.

1.7.9.6 If after 60 days of receipt of a disputed ADM by an Airline the dispute has not been resolved, despite consultation between the Airline and the Agent, such ADM will no longer be suspended and will be withdrawn from the BSP process.

1.7.9.7 Such ADM dispute is now for bilateral resolution between the airline and the agent.

1.8 PREJUDICED COLLECTION OF FUNDS

The provisions of this Paragraph govern the procedures for the protection of BSP Airlines' monies in situations where the ability, or intent, of an Agent to pay them are in doubt.

1.8.1 in the event that the Agency Administrator receives written information, which can be substantiated, leading to the belief that Members' and Airlines' ability to collect monies for Standard Traffic Documents may be prejudiced, the Agency Administrator may remove all Ticketing Authorities from the Agent's possession,

1.8.2 the Agency Administrator shall so advise ISS Management and, thereupon, the Agency Administrator shall request an immediate review by the Travel Agency Commissioner;

1.8.3 the Travel Agency Commissioner shall review such written information and other factors and shall commence a review under the terms of Review by Travel Agency Commissioner of the applicable Passenger Sales Agency Rules within three working days from receipt of such a request.

1.9 NOTIFICATION OF IRREGULARITY

The provisions of this Paragraph govern the procedures when the Agency Administrator is required under any of the provisions of Paragraph 1.7 to send to an Agent a Notice of Irregularity.

1.9.1 he/she shall immediately send the Agent a registered letter, or certified letter with return receipt, or in countries where registered/certified mail is not available by use of regular postage and e-mail as appropriate in the form prescribed from time to time.

1.9.2 the Notice of Irregularity shall be in respect of the Approved Location concerned, except that a Notice of Irregularity resulting from overdue Remittance by an Agent authorised to remit through one designated office shall be in respect of all Approved Locations covered by the authorisation.

1.9.3 the Agency Administrator shall at the same time send a copy of the letter to the Approved Location concerned, to ISS Management.

1.9.4 such Notice of Irregularity shall be recorded against the Location concerned by the Agency Administrator on the list maintained pursuant to Subparagraph 1.7.6 of this Section.

1.10 DEFAULT ACTION

The provisions of this Paragraph govern the procedures if Default Action is required to be taken in accordance with any of the provisions of Paragraph 1.7, when the procedures prescribed below shall be followed:

1.10.1 the Agency Administrator shall immediately advise all BSP Airlines and ISS Management that the Agent is in Default at all Locations or at the Location concerned. Airlines and Members which have appointed the Agent shall be notified by e-mail or similar fast method of communication;

1.10.2 the Agency Administrator on declaring an Agent in Default or receiving Notice from a Member that an Agent is in Default shall immediately take the following action:

- (i) advise the Agent in writing, with a copy to ISS Management, that Default Action has been invoked and withdraw from the Approved Location(s) concerned all of its Ticketing Authorities,
- (ii) demand an immediate accounting and remittance of all amounts owing by the Agent in respect of the Location(s) concerned whether or not the Remittance Date for payment thereof has arrived,
- (iii) notify the local representatives of BSP Airlines participating in the BSP concerned, and the local representative of any Member having the Agent under

appointment but not participating in such Plan, of the Default Action,

1.10.3 on establishing that an Agent is in default, the Agency Administrator shall immediately take the following action:

- (i) establish an up-to-date statement of indebtedness for each of the Approved Locations concerned and bill the Agent for charges incurred as a result of the Agent's failure to make complete settlement by the Remittance Date,
- (ii) establish from its records the ticket serial numbers held at each of the Approved Locations concerned,
- (iii) check any accounting and remittance obtained from the Agent and identify any discrepancies,
- (iv) distribute any monies obtained from the Agent among the BSP Airlines concerned, subject to sub-section 1.10.4,
- (v) notify the relevant credit reporting agencies and the Airlines Reporting Corporation of any outstanding amounts owed due to the default.

1.10.4 Encashment of Bank Guarantee, Insurance Bond or Other Form of Guarantee

In the event that an Agent's BSP bank guarantee, insurance bond or other form of guarantee, if applicable, is insufficient to provide a full settlement to each of the BSP Airlines concerned listed in the Billing which has been subject to the Agent's default, each such BSP Airline shall be provided with a prorated amount of the bank guarantee, insurance bond or other form of guarantee in proportion to its percentage share in Billing subject to the default; such calculation shall be without regard to specific Accountable Transactions. In the event that an Agent has provided a separate bank guarantee, insurance bond or other form of guarantee in favour of a specific BSP Airline for Accountable Transactions, such BSP Airline shall not be entitled to any payment under the Agent's BSP bank guarantee, insurance bond or other form of guarantee until all outstanding indebtedness of the Agent to other BSP Airlines shall be discharged.

1.10.5 Disputes and Withdrawal of Defaults

1.10.5(a) an Agent may register the existence of a dispute with the Agency Administrator over a billing of a specified amount as part of its billing. Provided written evidence of such dispute is provided by the Agent to the Agency Administrator the Agency Administrator will ensure that no irregularity or default action will be applied, except where notification is received that the Agent has failed to comply with the provisions of [Resolution 890](#) and action as proscribed under Paragraph 1.7.9 of these rules is being taken by the Agency Administrator;

1.10.5(b) if the Agency Administrator becomes aware, through any source, that there exists between a BSP Airline and the Agent any dispute arising solely from amounts due or claimed to be due to such Airline from the Agent, or vice versa, in respect of the Reporting/Billing Periods for which the Agent was declared in Default, he/she shall withdraw the declaration of Default. In the event that the BSP Airline does not admit the existence of such a dispute, the Agency Administrator

shall require the Agent either, to submit documented evidence demonstrating the existence of the dispute or, to pay the amount of the short payment to the BSP. Provided that either of such conditions is met, the Agency Administrator shall withdraw the declaration of Default;

1.10.5(c) pending resolution of the dispute between the BSP Airline and Agent, and where the Agent has remitted the disputed amount to the BSP, the Agency Administrator shall hold such amount for 60 days. If after 60 days the dispute has not been resolved the Agency Administrator shall return the disputed amount to the Agent;

1.10.5(d) thereafter the dispute shall be for bilateral resolution between the Airline and Agent outside the BSP.

1.10.5.1 if the Default is withdrawn, the Agency Administrator shall, also

- (i) reinstate the Agent and notify the Agent, all BSP Airlines accordingly. Any prior debits to the Agent for Clearing Bank charges incurred as a result of the overdue remittance shall be cancelled (and, in Philippines, the instance of late remittance shall be deleted from the record maintained pursuant to the provisions of [1.7.2](#)), and BSP Airlines shall pay any commission withheld from the Agent.
- (ii) remove the Notice of Irregularity, if any, giving rise to the withdrawn declaration of Default from the list maintained pursuant to the provisions of Subparagraph [1.7.6](#);

1.10.5.2 thereafter, if the Default is not withdrawn pursuant to Subparagraph [1.10.5](#) the provisions of Section [3](#) of this Resolution shall apply.

1.11 REMITTANCE AND SETTLEMENT DELAYED BY OFFICIAL GOVERNMENT ACTION

notwithstanding any other provision contained in this resolution an Agent shall not be sent a Notice of Irregularity, debited for administrative or Clearing Bank charges, nor declared in Default with respect to all or any part of a remittance to the extent that the Agent is unable to make full settlement because of official Government action which directly prevents such settlement; provided that the Agent demonstrates that the amount has been made available for Remittance at a recognised bank but cannot be remitted owing to such official Government action.

1.12 RESPONSIBILITY FOR SETTLEMENT OF CREDIT AND CHARGE CARD ('CARD') TRANSACTIONS MADE AGAINST A CARRIER'S MERCHANT AGREEMENT

The provisions for Credit Card and Charge Card transactions are provided for by [Resolution 890](#).

Section 2—Reporting and Remitting Directly to Members in Non-BSP Countries

This Section is applicable to all Approved Locations reporting sales transactions directly to Members in non-BSP countries only.

2.1 MONIES DUE ON ISSUE OF TRAFFIC DOCUMENTS

The provisions of this Paragraph govern the issue of Members' Traffic Documents by Agents, and the monies due to Members.

2.1.1(a) monies for any sales against which an Agent issues its own Transportation Order or a Member's Traffic Document shall be deemed due by the Agent to the Member when it is issued and shall be settled in accordance with the provisions of this Section.

2.1.1(b) in the event that the Agent is declared bankrupt, placed in receivership or judicial administration, goes into liquidation or becomes subject to any other similar legal process affecting its normal operation, then, notwithstanding the normal remittance provisions set out in this Section, all such monies shall become immediately due and payable.

2.1.1(c) in circumstances where a Member determines that its ability to collect monies for Traffic Documents may be prejudiced by the Agent's financial position such Member may demand immediate settlement of all such monies;

2.1.2 in circumstances where an Agent collects full or part payment for transportation in respect of which reservations have been made on the services of a Member, such Agent shall issue an appropriate Traffic Document. Monies for such sale shall then be deemed due and settlement shall be made in accordance with the provisions of Subparagraph [2.1.1](#);

2.1.3 the Member may, subject to applicable currency regulations, designate the currencies in which remittances may be made;

2.1.4 where an Agent requests a Member to issue a Traffic Document on its behalf, monies for such sale shall be due and settled by the Agent when the document is issued.

2.1.5 when a Member incurs a loss of revenue attributable to an Agent's failure to apply the correct fare, rules and conditions applicable to the sale of transportation, for which the Agent issued the Member's Traffic Document, the Member shall invoice the Agent for the amount of the undercollection.

2.1.6 settlement of the invoice shall be due and payable by the Agent by the Remittance Date applicable to the Reporting Period in which the invoice was issued and shall be subject to the Irregularity and Default provisions set out in Paragraph [2.5](#) for Irregularities and Defaults.

2.1.7 should the Agent be able to demonstrate that the fare, for which the Traffic Document was issued and accounted for, was the subject of either a fare quotation obtained from an applicable airline tariff or reservation system, it will be deemed correct within the context of these Rules.

2.2 SALES REPORTS AND REMITTANCES

The provisions of this Paragraph govern the procedures in which Traffic Documents are reported by Agents, and the monies for them remitted to Members.

2.2.1(a) Agents appointed by the Member may be supplied with such Member's Traffic Documents and such Agents shall provide Sales Reports as well as the remittance due, and all supporting documents. Remittances shall be made at a frequency and date as prescribed by the Member and Sales Reports shall be submitted with the same frequency and by the same date as Remittances.

2.2.1(b) the provisions governing Irregularities and Defaults are as set out under [Section 2.5](#) of this Resolution. If there were no transactions during the Reporting Period, the Agent shall submit a written 'no sales' report in lieu of a Sales Report;

2.2.2 Sales Reports shall cover the Reporting Period so prescribed or permitted, and Sales Reports and Remittances shall be furnished, so as to reach the Member by the respective times set forth in the applicable provisions of Subparagraph 2.2.1.

2.3 AGENTS ON BILLING BASIS

The provisions of this Paragraph govern the procedures for Members to bill Agents for the Transportation Orders issued by them in Members' names.

2.3.1 Agents that have been authorised by the appointing Member to issue their own Transportation Orders drawn on the Member shall be billed by the Member for them at the end of the Remittance Period, as prescribed by the Member, in which the Orders were accepted by the Member.

2.3.2 the Billings shall be issued so as reasonably to permit settlement by Agents by the Remittance Date prescribed by the Member for the relevant Remittance Period. Any Agent which is billed on this basis shall have been required by the Member to draw all such Orders only on the appointing Member's office nearest to the Agent's Approved Location where they are issued. The Member shall require the Agent to forward them to that office without delay.

OR

2.3.3 Remittances shall be made by the Agent to reach the Member not later than:

2.3.3(a) when a frequency greater than once a month is prescribed the Remittance shall be made by the Agent to

reach the Member not later than the fifteenth day after each such Billing Period;

OR

2.3.3(b) notwithstanding anything above, with respect to its own Billings and/or Remittances a Member may establish a greater frequency than that prescribed herein in which case such Member may elect to use the shorter reporting and Remittance Period which results as a basis for determining the Agent's irregularities pursuant to Paragraph [2.5](#).

2.4 THE REMITTANCE DATE

The provisions of this Paragraph govern and define as the dates by which Remittances shall reach Members. As used in this Section, the term 'Remittance Date' shall designate either:

2.4.1 the day by which Sales Reports (or 'no sales' reports) and Remittances shall reach the Member as specified in Paragraph [2.2](#) or [2.3](#); or

2.4.2(a) when such day falls on a Saturday, Sunday or public holiday, the first working day thereafter,

OR

2.4.2(b) in countries where the recognised weekly holiday is not a Saturday and/or Sunday, the Remittance Date shall be the first working day after the recognised weekly holiday.

2.5 IRREGULARITIES AND DEFAULT

The provisions of this Paragraph govern failures by Agents to adhere to the Reporting, Remitting and settlement payment procedures. These can include:

- Overdue Sales Report
- Overdue Remittance
- Dishonoured cheque or payment
- Failure to include sales
- Accumulation of the above Irregularities.

For the purpose of this Paragraph, submission and payment on demand means submission and payment received by the Member before the close of business of its office on the first day such office is open for business following the day of the demand;

2.5.1 Overdue Sales Report/Remittance

2.5.1.1 if a Sales Report and full remittance, or where applicable a 'no sales' report, has not been received by a Member by the Reporting Date or Remittance Date as applicable, the Member shall immediately send to the Agent a Notice of Irregularity in respect of that Location with a copy to the Agency Administrator, as a registered letter, or certified letter with return receipt, or in countries where registered/certified mail is not available by use of regular postage, fax and e-mail as appropriate, in the form prescribed from time to time.

2.5.1.2 the Member shall simultaneously demand immediate submission of the overdue Sales Report and payment of the amounts due, if any. If submission and payment are not made by the Agent on demand, the Member shall immediately declare the Agent in Default by e-mail or similar fast method of communication (and confirming in a full report by registered mail or in countries where registered/certified mail is not available by use of regular postage and e-mail as appropriate) to the Agency Administrator, and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6.

2.5.1.3 at the end of each Reporting Period, the Agency Administrator shall compile a list of all Approved Locations in respect of which such notices were sent during the previous Reporting Period, and shall send a copy of such list to all Members.

2.5.1.4 if 2 (two) Notices of Irregularity (including Irregularities reported under these Rules) are recorded on such lists in respect of a Location during any 12 consecutive months, Default Action shall be taken with respect to such Location of the Agent in accordance with Paragraph 2.6;

2.5.2 Dishonoured Cheque or Other Method of Payment

2.5.2(a) if a cheque or other method of payment in settlement of amounts due by an Agent hereunder is dishonoured after the Remittance Date by a non-payment by the drawee bank, the Member shall without delay send to the Agent a Notice of Irregularity in the form prescribed and demand immediate payment from the Agent. Such Notice shall count as two listed instances of Irregularity for the purposes of the lists provided for in Subparagraph 2.5.3.

2.5.2(b) if payment is not received on demand or is so received, but more than ten calendar days after the Remittance Date, the Member shall immediately declare the Agent in Default by e-mail or similar fast method of communication to the Agency Administrator, and by sending a registered letter, or in countries where registered/certified mail is not available by use of regular postage, fax and e-mail as appropriate, to the Agent (with copy to the Agency Administrator) in the form prescribed from time to time and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6.

2.5.2(c) for the purpose of this Paragraph submission and payment on demand means submission and payment received by the Member before the close of business of its office on the first day such office is open for business following the day of the demand;

2.5.2.1 provided that the Member's actions described herein in respect of the non-receipt of Settlements or Remittances by the due dates shall not apply when the Member or the Agency Administrator determines from factual evidence that the Agent or location had arranged for the payment or remittance of monies, in due time to reasonably ensure receipt by the Member by the submission date or by the Remittance Date as the case may

be, and that such non-receipt had been caused by extraneous factors or bona fide bank error;

2.5.2.1(a) if it is established that non-payment by the drawee bank of such cheque or other debit is due to a bona fide bank error or was caused by extraneous factors, and settlement of all amounts due is received on demand, the Notice of Irregularities so recorded above shall be rescinded by the Agency Administrator;

2.5.2.1(b) if it is subsequently established that non-payment by the drawee bank of such cheque or other debit is due to a bona fide bank error or was caused by extraneous factors and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw the Default and Notice of Irregularities so recorded above and shall notify all Members;

2.5.2.2 Bona Fide Error

a bona fide bank error is one of the following circumstances substantiated by evidence acceptable to the Agency Administrator:

(i) **Credit Arrangements or Automatic Transfer of Funds**

When on the date that the cheque or other debit was presented to the bank for payment, sufficient funds should have been available in the account on which the cheque or other debit was drawn by virtue of a valid written line of credit or other written arrangement, dated and executed between the bank and the Agent prior to the Reporting Period involved, and the bank erroneously fails to honour such line of credit or other arrangement, or

(ii) **Sufficient Funds**

when sufficient collected funds were in the Agent's account on which the cheque or other debit was drawn and available for immediate withdrawal at the time the cheque or other debit was presented to the bank for payment, and the bank erroneously fails to honour the cheque or other debit,

Note: *'uncollected funds' shall not be considered funds available for immediate withdrawal.*

2.5.3 Accumulated Irregularities

2.5.3.1 at the end of each Reporting or Billing Period, the Agency Administrator shall compile a list of all Approved Locations in respect of which such Notices were sent during the previous Reporting/Billing Period, and shall send a copy of such list to all Members.

2.5.3.2 if 2 (two) Notices of Irregularity are recorded on such lists in respect of an Approved Location during any twelve consecutive months, Default Action shall be taken with respect to such Location of the Agent in accordance with Paragraph 2.6.

2.5.4 Agent in Default as an IATA Cargo Agent

if an Agent which is also registered as an IATA Cargo Agent under the IATA Cargo Agency Rules is declared in Default under those Rules in connection with its cargo activities (other than by reason of accumulated

irregularities), such Agent shall also be deemed in Default at all Locations under these Rules and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6 of this Section;

2.5.5 Failure to Include Sales—Subsequent Detection/Discovery

2.5.5.1 if an Agent fails to include on its Sales Report any of the Traffic Documents issued by the period covered by it, and to remit monies due and such failure is detected after the Remittance Date applicable to the Reporting Period, the following provisions shall apply:

- (i) on learning of such failure, the Member shall immediately send to the Agent by registered mail, or in countries where registered/certified mail is not available by use of regular postage, fax and e-mail as appropriate, a Notice of Irregularity in the form prescribed from time to time, with a copy to the Agency Administrator, for the Reporting Period in which such failure was detected/discovered.
- (ii) the Notice shall demand immediate payment (if not yet made) in respect of the document not reported,
- (iii) such Irregularity shall be recorded by the Agency Administrator against the Location concerned on the list maintained pursuant to Subparagraph 2.5.3,

2.5.5.2(a) if payment is not received from the Agent on demand, the Member shall immediately declare the Agent in Default and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6 or

2.5.5.2(b) if payment is not received from the Agent within 10 days of the Notice of Irregularity, the Member shall immediately declare the Agent in Default and Default Action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 2.6;

2.5.6 Notice of Default

the Agency Administrator's notice to Members advising of an Agent's Default shall be sent by appropriate communication medium, immediately upon discovery of the Default.

2.6 DEFAULT ACTION

The provisions of this Paragraph govern the procedures that shall be taken if Default Action to be taken in accordance with any of the provisions of Paragraph 2.5. The procedures prescribed in this Paragraph shall be followed:

2.6.1 the Agency Administrator shall immediately:

- (i) advise all Members that the Agent is in Default at all Locations or at the Location concerned, and
- (ii) notify the Agent in writing by registered mail, or in countries where registered/certified mail is not available by use of regular postage and e-mail as appropriate, of the declaration of Default and of the consequences thereof;

2.6.2 upon receipt of such Notice from the Agency Administrator that an Agent is in Default Members shall in

respect of all Locations of the Agent or of the particular Location specified in the notice:

- (i) withdraw all Traffic Documents supplied and remove all Ticketing Authorities,
- (ii) demand an immediate accounting and settlement of all amounts owing by the Agent in respect of the Location(s) concerned whether or not the Remittance Date therefor has arrived,
- (iii) notify the Agency Administrator of all amounts owing to them by the Agent and thereafter advise the Agency Administrator whether proper accounting and settlement have been made,
- (iv) notify the relevant credit reporting agencies and the Airlines Reporting Corporation of any outstanding amounts owed due to the default;

2.6.3 if at any time, the Agency Administrator becomes aware that there exists between the declaring Member and the Agent any dispute arising solely from amounts due or claimed to be due to the Member from the Agent or vice versa in respect of the Reporting/Billing Period for which the Notice of Irregularity was sent, and/or in respect of previous Reporting/Billing Periods, he shall

- (i) withdraw the declaration of Default,
- (ii) notify the Agent and all Members accordingly.

2.6.4 upon receipt of such notification Members shall pay any commission withheld from the Agent.

2.6.5 The Notice of Irregularity giving rise to the improper declaration of Default shall be removed by the Agency Administrator from the list maintained pursuant to the provisions of Subparagraph 2.5.3.

2.7 INDEMNITY

if a Member sends a Notice of Irregularity to an Agent or declares an Agent in Default and such action is found subsequently to have been wrongly taken, the Member taking such action shall indemnify IATA, its officers and employees and other Members against all claims (including legal costs) arising from acts performed in reliance on such action; provided that in case of an out of court settlement such indemnifying Member shall have approved the terms of the settlement;

2.8 REMITTANCE AND SETTLEMENT DELAYED BY OFFICIAL GOVERNMENT ACTION

notwithstanding any other provision contained herein an Agent shall not be sent a Notice of Irregularity, debited for administrative or Clearing Bank charges nor declared in Default with respect to all or any part of a remittance to the extent that the Agent is unable to make full settlement because of official Government action which directly prevents such settlement; provided that the Agent demonstrates that the amount has been made available for remittance at a recognised bank but cannot be remitted owing to such official Government action.

Section 3—Consequences of Default to BSPs and to Members

3.1 DETERMINATION OF AGENT'S INDEBTEDNESS TO MEMBERS/AIRLINES

The provisions of this Paragraph govern the procedures that shall be implemented when an Agent declared in Default owes monies to BSP Airlines.

3.1.1 When Settlement has been made

when the Agency Administrator has determined that an Agent declared in Default under any of the provisions of these Rules has effected settlement of amounts due, if any, as provided for in Default Actions (Subparagraphs 1.10.2(ii) and/or 2.6.2(ii)), the provisions of Paragraphs 3.3 through 3.5 inclusive shall apply;

3.1.2 When Settlement has not been made

3.1.2(a) when the Agency Administrator has determined that an Agent declared in Default under any of the provisions of these Rules has failed to settle amounts due as provided for in Default Actions (Subparagraphs 1.10.2(ii) and/or 2.6.2(ii)), he/she shall give the Agent notice of termination of the Sales Agency Agreement; Paragraph 3.2 below provides for the settlement of monies due, including minimum repayment amounts and a schedule for the balance. Provided that the Agent effects settlement agreed under Paragraph 3.2, the termination will not take place.

3.1.2(b) if an Agent dishonours a repayment schedule the original termination notice will be deemed valid even though the termination may occur at a date other than that specified originally, and the provisions for this in the applicable Passenger Sales Agency Rules shall apply.

3.2 SETTLEMENT OF AMOUNTS DUE

The provisions of this Paragraph govern the settlement of monies due by an Agent declared in Default.

3.2.1 when an Agent declared in Default is able to demonstrate to the Agency Administrator prior to the termination date specified in his notice of termination that:

- (i) either all outstanding amounts, if any, have been settled, or
- (ii) when IATA holds a Financial Security from the Agent, at least 30% of the outstanding amount has been settled and a firm schedule for repayment by instalments of the balance plus interest at the official (prime) bank rate plus two percent has been agreed between IATA and the Agent, within six months or up until the expiry of the Financial Security held by IATA, whichever is earlier.

During the period as established within the agreement, IATA shall not encash any Financial Securities held from the Agent, until the Agent fails to honour it's instalments; or

- (iii) when IATA does not hold a Financial Security from the Agent, at least 30% of All Amounts Owing have been remitted and a firm schedule for repayment by instalments within twelve months of the balance plus interest at the official (prime) bank rate plus two percent has been agreed between IATA and the Agent; or
- (iv) an alternative repayment schedule and conditions have been agreed between the Agent IATA, not less than 30% of such amount has been settled and a firm schedule for repayment by instalments over an agreed period of the balance plus interest at the official (prime) bank rate plus two percent has been agreed between the Agency Administrator and the Agent; such alternative repayment schedule shall extend over no more than 12 months if IATA does not hold a Financial Security from the Agent, or 6 months if IATA holds a Financial Security from the Agent;
- (v) During the period as established within the agreement, if the Agent already has a Financial Security held by IATA, IATA shall not encash any Financial Securities held for the Agent, until the Agent fails to honour it's instalments, or up until the expiry of the Financial Security, whichever is earlier.

3.2.2 the Agency Administrator shall notify Members, Airlines and ISS Management accordingly.

3.3 REVIEW BY THE AGENCY ADMINISTRATOR

3.3(a)–3.3.2 Agents able to demonstrate financial qualification

3.3(a) when the Agency Administrator is satisfied that the Agent has effected settlement of all outstanding amounts, he/she shall require the Agent to furnish a bank guarantee or an approved insurance guarantee or bond equivalent to sales at risk;

3.3.1(a) (Canada & Bermuda only) if the Agent has previously supplied to the Agency Administrator a temporary financial security under any provisions of these Rules, the Agent shall be required to demonstrate to the Agency Administrator that its financial and credit standing meet the requirements specified within the applicable Passenger Sales Agency Rules by the submission of satisfactory financial statements. When the Agent satisfies those requirements the Agency Administrator shall so notify BSP Airlines;

3.3.1(b) provided the Agent satisfies the qualifications set forth in 3.3(a) and furnishes a bank or insurance guarantee and, in the case of Default resulting from accumulation of Notices of Irregularity demonstrates it has taken adequate measures to prevent recurrence of such irregularities, the Agency Administrator shall so notify BSP Airlines;

3.3.1(c) following reinstatement the Agency Administrator shall conduct a financial review of the Agent to determine if the Agent is still required to furnish a guarantee. Such review will only be conducted based on the financial position and audited accounts of the Agent dated

following the reinstatement and full settlement of all previous outstanding amounts. He/she may, by letter to the Agent, request that documents be provided by a specific date which date shall be no earlier than seven days from the date of the request.

3.3.1(d) if the results of the financial review detailed in [3.3.1\(c\)](#) above determine that the Agent's financial situation is sufficiently secure the Agency Administrator may remove the requirement for the Agent to continue furnishing a guarantee.

3.3.1(e) after reinstatement Agents may be required to continue to provide a guarantee subject to the results of any financial review.

AND (All Countries)

3.3.2 Agents not able to demonstrate financial qualification

if the Agent having settled all outstanding amounts, if any, is unable to demonstrate to the Agency Administrator by a specified date that its financial and credit standing satisfies the qualifications set forth in the applicable Travel Agent's Handbook or Passenger Sales Agency Rules and, in the case of Default resulting from accumulation of Notices of Irregularity, that it has taken adequate measures to prevent recurrence of such irregularities, the Agency Administrator shall give the Agent notice of termination of the Sales Agency Agreement or of removal from the Agency List as the case may be. If, prior to the date of termination or removal, the Agent eliminates the grounds for such termination or removal to the satisfaction of the Agency Administrator, the termination or removal shall not take effect.

3.4 EFFECTS OF RETENTION AFTER DEFAULT

a Defaulting Agent whose Agreement has not been terminated shall be cleared of all irregularities recorded against all its Locations prior to the Default. For the purposes of Subparagraphs [1.7.6](#), the commencement of the 12-month period (or 6-month period for the Philippines) shall be the date of the Agency Administrator's notification pursuant to Subparagraph [3.3.1](#).

3.5 REVIEW BY TRAVEL AGENCY COMMISSIONER

when an Agent's Sales Agency Agreement is terminated or its Approved Location is removed from the Agency List pursuant to the provisions of Subparagraph [3.1.2](#) or Paragraph [3.3](#), the Agent may, within 30 days of the termination or removal, invoke the procedures for review of the Agency Administrator's action by the Travel Agency Commissioner.

RESOLUTION 832
Attachment ‘A’
FREQUENCY OF AGENT REMITTANCES

BSP	Permitted remittance frequencies	Monthly remittance	Twice Monthly remittance	Greater than Twice Monthly remittance
Resolution 800	Twice Monthly or Greater than Twice Monthly remittance (1)		Remittances shall be made by the Agent to reach the Clearing Bank by not later than its close of business on the last day of the month in respect of billings covering the first 15 days of the month and the 15 th day of the following month in respect of billings covering the period from the 16 th to the last day of the month.	Remittances shall be made by the Agent to reach the Clearing Bank by not later than its close of business on the fifth day following the reporting dates so determined.
Israel	Monthly (1)	Remittances shall be made by the Agent to reach the Clearing Bank by not later than its close of business on the date established by the Conference which date shall not be earlier than the tenth nor later than the fifteenth day of the month covered by the billing.		

Note (1): or such greater frequency as the Conference shall determine, provided that individual Agents may elect to remit at such greater frequency and for such length of time as the Conference shall deem appropriate.

RESOLUTION 838

CHANGE OF TRAFFIC DOCUMENTS BY AGENTS

PAC(57)838(except USA)

Expiry: Indefinite
Type: B

RESOLVED that the following provisions shall govern changes by Agents to Traffic Documents; provided that nothing in this Resolution shall preclude Members from establishing additional restrictive conditions on a unilateral or multilateral basis.

1. GENERAL

1.1 at a passenger's request, an Agent may effect a change of reservation or effect a rerouting under the conditions specified in the following paragraphs. In such case, the Agent shall ensure that all space originally reserved in respect of the segment affected by the change is promptly cancelled.

2. CHANGE OF RESERVATION FOR ELECTRONIC TICKETS ONLY

alterations to Electronic Tickets/flight coupons shall be made in accordance with Members specific instructions and as provided for by the automated ticketing systems.

3. VOLUNTARY REROUTING

(change made at passenger's request)

3.1 an Agent shall not reissue a Traffic Document

3.1.1 when the Traffic Document presented for reissue was issued or originally issued in currencies or countries with exchange control restrictions,

3.1.2 when the Traffic Document presented for reissue is not valid or is restricted for reissue by the fare rule, the discount applied or the form of payment or shows any other remarks restricting issue,

3.1.3 when the effect of reissue would be to change the type of fare (e.g. normal fare into excursion fare) or grant a reduction (e.g. normal fare into youth fare) for an itinerary involving a sector already flown;

3.2 in all other cases, an Agent may reissue a Traffic Document, provided authorisation to do so has been requested from and given by the issuing airline shown on the Traffic Document presented for reissuance, or by the airline shown in the 'Original Issue' box. Such authorisation is not required if a Traffic Document is reissued, without changing the routing, only to change the carrier named for transportation to become the carrier shown in the 'Original Issue' box of the ticket;

3.3 the reissued Traffic Document shall be issued only in the name of the carrier which issued the Traffic Document presented for reissue, or the carrier shown in the 'Original Issue' box;

3.4 any restrictive remark shown on the Traffic Document, presented for reissue, must be carried forward on the new Traffic Document;

3.5 an Agent shall not issue a miscellaneous document against an unused or partly used document;

3.6 when authorisation to reissue is required, written evidence of such authorisation shall be obtained and made available on request by the respective carrier, except where Electronic Ticketing processes are used.

4. INVOLUNTARY REROUTING

(change due to special airline operational circumstances)

4.1 in the case of involuntary rerouting, reissuance of Traffic Documents and change of reservations data on the Traffic Document are restricted to air carriers;

4.2 reissuance of involuntarily rerouted Traffic Documents and change of reservations data on such tickets are also restricted to air carriers.

Editorial Note: Amendments to [Resolution 838](#) are subject to unanimous concurrence by the Passenger Standards Conference.

RESOLUTION 844**NEWGEN ISS PILOT TESTS**

PAC(52)844/(Mail A467)(except USA) Expiry: Indefinite
Type: B

WHEREAS IATA is developing a new generation of IATA Settlement Systems (NewGen ISS) aimed at transforming the current ISS business model to deliver pro-active, value added services with greater customer focus;

WHEREAS NewGen ISS will entail a number of proposed new features, including:

- a range of accreditation models reflecting a wider array of business models for Agents;
- a more secure environment for all participants through appropriate credit management tools and other measures;
- a new global default insurance offering reliable coverage for BSP Airlines and increased flexibility for Agents;
- an additional industry payment method, based on a pay-as-you-go system (IATA EasyPay).

WHEREAS to further develop NewGen ISS, IATA needs to conduct pilot tests of the above-mentioned proposed features in a number of BSPs around the world;

WHEREAS IATA needs to implement NewGen ISS without one or more of the above-mentioned proposed features as a result of local banking infrastructure and regulatory challenges without prejudice of the possibility to introduce such features when available.

WHEREAS the new proposed features of NewGen ISS are not provided for in the other Resolutions of the Conference;

It is therefore RESOLVED

1. Notwithstanding the terms of the other Resolutions of the Conference, IATA is hereby authorized and empowered to conduct pilot tests of the above-mentioned new features of NewGen ISS in the BSPs where it deems it to be appropriate subject to the approval of the Passenger Agency Conference Steering Group.

2. IATA is hereby authorized to implement NewGen ISS pilot test without an additional industry payment method (IATA EasyPay) until such is available locally, subject to the approval of the Passenger Agency Conference Steering Group. The following conditions will apply:

2.1 For Agent with Standard Accreditation with Cash Facility, if All Amounts Owing are, at any time, equal to or higher than the Remittance Holding Capacity, the Agent will not be restricted from using Cash Payment Method until such Alternative Transfer Method is offered.

2.2 Agents with Standard Accreditation with no Cash Facility will be allowed to make advanced payments to the Hinge Account for cash sales without prejudice to their ability to use credit card.

2.3 If the Risk Event of a failure to provide a Financial Security occurs, where the request relates to an increase in the amount of a Financial Security and IATA already holds a Financial Security for that Agent, failure to provide the increase in the amount of the Financial Security by the deadline will result in the Agent's Remittance Holding Capacity being reduced to the same amount of the Financial Security already held by IATA.

2.4 Pursuant to [2.3](#), the Cash Payment Method will not be restricted. In the event that the Agent holds Standard Accreditation with no Cash Facility, the Agent is permitted to continue operations by making advanced payments to IATA Hinge Account, until such time as the Agent provides the required Financial Security, except where such request relates to the provision of a new Financial Security.

2.5 The Passenger Agency Conference Steering Group will review the status of such pilots on annual basis to determine the feasibility of introducing [Resolution 812](#) along with all of the above-mentioned features.

RESOLUTION 846

NEWGEN ISS TRANSITION

PAC(54)846(except USA)

Expiry: Indefinite
Type: B

WHEREAS IATA is developing a New Generation of IATA Settlement Systems (NewGen ISS) aimed at transforming the current ISS business model through the introduction of various new features including a range of accreditation models, an enhanced risk management process, global default insurance and IATA EasyPay, a new industry payment method;

WHEREAS the NewGen ISS framework and rules have been incorporated into [Resolution 812](#) and [Resolution 812a](#);

WHEREAS [Resolution 812](#) will be applicable in those countries currently under the [818g](#) set of Sales Agency Rules, and will replace [Resolution 818g](#);

WHEREAS the Passenger Agency Conference recognises that specific parameters must be met before [Resolution 812](#) becomes effective in a market; it is

RESOLVED that,

1. The Agency Administrator will establish the date upon which a market/region is migrated to [Resolution 812](#) with consideration of the following parameters:
 - (a) Readiness of the carriers participating in the BSP, representing a minimum of 65% of BSP volumes, for the NewGen ISS related changes;
 - (b) Readiness of the Ticketing System Providers (TSPs) participating in the BSP, representing at least 65% of BSP volumes, with the necessary technical developments;
 - (c) IATA's internal operational readiness for the components of NewGen ISS;
 - (d) Readiness and availability of the IATA EasyPay System;
 - (e) Compliance with any local laws or other regulatory requirements.
2. Notwithstanding, where the above conditions cannot be met, the Agency Administrator may, in consultation with and with the approval of the PSG, establish the date upon which a market/region will be migrated to [Resolution 812](#).
3. Notwithstanding, the Agency Administrator may, in consultation with and with the approval of the PSG, establish an earlier date for the implementation of Alternative Transfer Method rules in a market in accordance with the provisions of [Resolution 896](#). Notification will be given to all BSP Airlines and to all Accredited Agents of the implementation date in the respective market no later than 60 days before such date.
4. Notwithstanding the above, upon implementation of [Resolution 812](#) in a market, the Agency Administrator may, in consultation with and with the approval of PSG, delay the implementation of [Resolution 812a](#). In such cases, the consent for use of Alternative Transfer Methods will be managed bilaterally between individual BSP Airlines and Agents.

Notification will be given to all BSP Airlines and to all Accredited Agents of the implementation of [Resolution 812a](#) in the respective market no later than 60 days before such date.

5. Prior to implementation of [Resolution 812](#) in a market:
 - Notification will be given to all BSP Airlines and to all Accredited Agents of the implementation date in the respective market no later than 90 days before such date.
 - IATA will make available the BSP Manual for Agents via the IATA Customer Portal no later than 30 days before the implementation date.
 - IATA will assess the Risk Status of all Agents and assign a Remittance Holding Capacity, in accordance with the provisions of [Resolution 812 section 5](#). The assignation of the Risk Status will include a Risk History Assessment, and will consider any events incurred by the Agent which constitute Risk Events per [Resolution 812 section 4.2](#) and which have not expired on the day [Resolution 812](#) becomes effective in that market.
 - IATA will distribute to all Agents in the market any relevant information in relation to their operation in the BSP under [Resolution 812](#), including but not limited to applicable Financial Security requirements, Risk Status and Remittance Holding Capacity.
6. Upon implementation of [Resolution 812](#), [Resolution 818g](#) will no longer apply in that particular market.
7. In the event that the Local Financial Criteria of a market/region conflicts with the provisions of [Resolution 812](#) once implemented in a market, [Resolution 010](#) will be referenced and the Hierarchy of Sources applied.
8. Each APJC must, where [Resolution 812](#) has been implemented, preferably in advance but at minimum within twelve months following implementation of NewGen ISS in the applicable BSP(s), review its Local Financial Criteria.

RESOLUTION 848

IATA EASYPAY

PAC(56)848(except USA)

Expiry: Indefinite
Type: B

WHEREAS IATA will pilot the IATA EasyPay payment method in a selected number of BSPs during 2017;

It is RESOLVED that the following provisions are adopted for application in any market where the IATA EasyPay payment method is launched, until superseded by [Resolution 812](#).

1. DEFINITIONS

1.1 "IATA EASYPAY PAYMENT METHOD" (sometimes referred to as "IEP") means a pay-as-you-go payment system provided by IATA enabling Accredited Agents to issue Standard Traffic Documents on behalf of BSP Airlines.

1.2 "IATA EASYPAY ACCOUNT" (hereafter referred to as IEP ACCOUNT) means an account opened by the Agent in accordance with the instructions provided by IATA.

1.3 "IATA EASYPAY SYSTEM" (IEP System) means the system operated by a provider on behalf of IATA for the processing of Agents' remittances and refunds using the IEP Payment Method.

1.4 "IATA EASYPAY NUMBER" (hereafter referred to as IEP NUMBER) means a number generated by the IEP System for use by the Agent for the issuance and processing of Standard Traffic Documents.

2. ACCEPTANCE

2.1 In each market/region where this Resolution is implemented, all BSP Airlines will accept IEP unless a BSP Airline has notified IATA that it does not wish to accept IEP in a market.

3. IEP ACCOUNT

3.1 In order to use IEP, the Agent must open an IEP Account using the IEP System.

3.2 The Agent may have more than one IEP Account.

3.3 Before the Agent can issue Standard Traffic Documents using IEP, the Agent must first ensure funds have been made available in the IEP Account.

3.4 Once the Agent has opened an IEP Account and made funds available, the IEP System will generate an IATA EasyPay Number.

3.5 There is no maximum or minimum amount of funds required to be held in an IEP Account.

3.6 The Agent may transfer funds to its IEP Account at any time.

3.7 The Agent may withdraw any available funds in its IEP Account at any time, subject to the terms and conditions applicable to the IEP Account.

3.8 The Agent may close its IEP Account at any time using the IEP System, subject to the terms and conditions applicable to the IEP Account, provided that:

- (a) there are no amounts in the IEP Account which have been blocked in accordance with [section 4.1](#); and
- (b) the Agent has first withdrawn all available funds in the IEP Account.

4. ISSUANCE OF STANDARD TRAFFIC DOCUMENTS USING IEP

4.1 If there are sufficient available funds in the Agent's IEP Account for the issuance of a Standard Traffic Document, then:

- (a) that amount will be blocked in the IEP Account pending remittance and will no longer be part of the available funds in the IEP Account;
- (b) the IEP System will provide the GDS with an authorisation to proceed with the transaction; and
- (c) the GDS will issue the Standard Traffic Document upon receipt of the authorisation to proceed with the transaction from the IEP System.

4.2 If there are insufficient available funds in the Agent's IEP Account, the IEP System will reject the transaction.

5. BILLINGS AND REMITTANCE OF MONIES BY AGENTS USING IEP

The Agent using IEP will receive Billings incorporating Accountable Transactions, for which the remittance procedures and other provisions in [Resolution 818g Attachment 'A'](#) will apply.

6. WAIVER AND INDEMNITY

6.1 The Agent waives any and all claims or causes of action against any BSP Airline or IATA and any of their officers, employees and other appointees for any loss, liability or damage of any kind (including liability for legal cost) arising out of the Agent's use of IEP, including, without limitation, any loss or deficit in the IATA EasyPay Account opened by the Agent.

6.5 The Member must settle any amount due, in a BSP settlement, to the BSP by the Remittance Date. This may include amounts due for BSP fees and charges applicable for its participation in the BSP. Payment of amounts outstanding shall be due on the Remittance Date of the period in which they were included in the billing. IATA shall have the right to deduct such fees and charges at any time prior to making a settlement to a Member.

6.6 The Member must not have any outstanding balances with IATA.

6.7 At least ninety percent (by number) of worldwide ticketed transactions using the Member's validation must involve air transportation.

6.8 Members reporting transactions through the BSP that result from an Offer must ensure that their system is capable of the following functions:

6.8.1 the ability to prohibit the issuance of the Standard Traffic Document through real-time information as provided by IATA of an Agent's status:

- (i) an Approved Location is removed from the Agency List, declared in default, or has its Ticketing Authority removed in accordance with the Sales Agency Rules or,
- (ii) the BSP Member has withdrawn its authority from the Approved Locations to issue Standard Traffic Documents on its behalf.

6.8.2 the ability to activate or restrict a form of payment for any issuance of Standard Traffic Documents using real-time information as provided by IATA of an Agent's status.

6.8.3 the ability to provide IATA with the data required to enable real-time sales monitoring of Agent's sales of Standard Traffic Documents reported through the BSP.

7. PARTICIPATION BY AGENTS

7.1 Where a BSP is implemented, the IATA shall so advise all Agents in the area and shall inform the Agents of how their participation in the BSP affects their work methods.

7.2 Only IATA Accredited Agents normally participate in a BSP. However, IATA may allow domestic-only non-IATA Agents to use the accounting and other technical facilities of a BSP as discussed in subparagraph 12.1 of this Resolution, provided a business case has been conducted, as provided in Paragraph 5 above, and such business case supports such use.

8. PARTICIPATION BY NON-MEMBER AIRLINES

A non-Member airline ("an Applicant") may submit an application to IATA in the form prescribed in [Attachment "D"](#) to this Resolution, to participate in a given BSP. Approval of the application shall be subject to the condition that the Applicant shall execute a Form of Concurrence as prescribed in [Attachment "E"](#) to this

Resolution and its continued participation in a BSP will be dependent on the following requirements. The non-Member airline must:

8.1 operate scheduled passenger services.

8.2 have and maintain a valid designator and accounting code assigned by IATA.

8.3 sign a Counterindemnity Agreement with IATA as prescribed in [Attachment "C"](#) to this Resolution.

8.4 In order to enable the BSP to settle funds, the non-Member airline:

- (i) must have and maintain an open valid bank account in the BSP in the allowed currency(s) established by the BSP, or
- (ii) have signed an ICCS agreement with IATA.

8.5 must settle any amount due, in a BSP settlement, to the BSP by the Remittance Date. This may include amounts due for BSP fees and charges applicable for its participation in the BSP. Such amounts due may be submitted for clearance through the IATA Clearing House, at IATA's discretion, if the non-Member airline is active therein. Payment of amounts outstanding shall be due on the Remittance Date of the period in which they were included in the billing. IATA shall have the right to deduct such fees and charges at any time prior to making a settlement to a non-Member airline.

8.6 The non-Member airline must not have any outstanding balances with IATA.

8.7 At least ninety percent (by number) of worldwide ticketed transaction using the non-Member airline's validation must involve air transportation.

8.8 non-Member airlines reporting transactions through the BSP that result from an Offer must ensure that their system is capable of the following functions:

8.8.1 the ability to prohibit the issuance of the Standard Traffic Document through real-time information as provided by IATA of an Agent's status:

- (i) an Approved Location is removed from the Agency List, declared in default, or has its Ticketing Authority removed in accordance with the Sales Agency Rules or,
- (ii) the BSP Member has withdrawn its authority from the Approved Locations to issue Standard Traffic Documents on its behalf.

8.8.2 the ability to activate or restrict a form of payment for any issuance of Standard Traffic Documents using real-time information as provided by IATA of an Agent's status.

8.8.3 the ability to provide IATA with the data required to enable real-time sales monitoring of Agent's sales of Standard Traffic Documents reported through the BSP.

9. PARTICIPATION BY GENERAL SALES AGENTS (GSAs)

Each BSP Airline participating in a BSP shall have the facility to have its non-airline GSAs report its sales through the BSP and to remit either through the BSP or directly to the Principal, subject to the conclusion of an agreement for the provision of BSP services to the BSP airline's GSA, between IATA and the BSP Airline, containing the conditions for such participation.

10. PARTICIPATION BY AIRPORT HANDLING AGENTS

10.1 IATA may approve applications by airport handling agents to be supplied with and issue Standard Traffic Documents if the applicant:

10.1(a)(i) is not an air carrier or,

10.1(a)(ii) is a division of an air carrier operating independently of that air carrier, and is not in possession of, or authorised, to issue that carrier's own Traffic Documents, and

10.1(b) acts as a passenger handling agent for one or more air carriers at an airport,

10.1(c) has secured sponsorship from an IATA Member participating in the BSP concerned,

10.1(d) undertakes to provide satisfactory security arrangements for premises and systems used for the issuance of Standard Traffic Documents,

10.1(e) agrees to submit Agency Sales Data and effect remittances in respect of Standard Traffic Documents issued in accordance with IATA instructions, and

10.1(f) executes an agreement with IATA governing the terms of its authorization to be supplied with and issue Standard Traffic Documents;

10.2 upon approval, such airport handling agents may be supplied with and issue Standard Traffic Documents.

11. CLOSURE OF A BSP

Should it be necessary, for whatever reason, to consider closure of an operating BSP, IATA will consult with the BSP Airlines. In the event of closure, IATA will normally give notice of at least 12 months to all participants, including agents, GSAs, airport handling agents, and BSP Airlines. All costs relating to the closure incurred during the period of the notice and/or arising after closure, will be apportioned between the BSP Airlines in accordance with the ISS pricing formula.

12. EXTENSION OF BSP SERVICES

12.1 To the extent compatible with the primary purpose of the BSP which is to provide and issue Standard Traffic Documents and to serve as an accounting and settlement system between Agents and participating BSP Airlines,

IATA may consider any proposal to make available to third parties the accounting and other technical facilities of a BSP.

12.2 Such proposal shall be such as to render the BSP's operation more cost-effective and shall not be in conflict with IATA Resolutions.

12.3 Where a BSP Airline issues Electronic Tickets on behalf of Agents through their web site, such sales may be reported to BSP for processing. In such case, the BSP Airline shall report such sales to the BSP on a daily basis.

13. RISK COVERAGE FOR SELF-HANDLING OF PROCESSING FUNCTIONS

Where a DPC is operating under the management and supervision of IATA (self-handled processing centre) for a BSP, BSP Airlines participating in that BSP undertake to indemnify IATA, its officers, employees and other appointees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to such operation. Where a separate legal entity has been established to carry a given BSP, such entity shall be deemed to be an "other appointee" in the sense of the preceding sentence, and shall be indemnified accordingly.

14. VOLUNTARY TERMINATION

14.1 A BSP Airline may withdraw from a given BSP by serving written notice of not less than three months, and shall be liable for their share of all costs through to the end of the notice period.

15. SUSPENSION OF BSP AIRLINE

Notwithstanding Paragraph 14 of this Resolution, IATA may immediately suspend (without a notification or other waiting period) a BSP Airline's participation in some or all BSPs under any of the following circumstances:

△ **15.1(a)** the BSP Airline fails to pay any amount due in relation to a BSP settlement, as provided for in subparagraphs 6.5 or 8.5 above; or

15.1(b) the BSP Airline ceases all scheduled passenger operations, either temporarily (including where such operations are planned for future dates but are not currently being flown) or permanently, due to financial or other reasons, or otherwise no longer meets the requirements for participation in the BSP as described in Paragraphs 6 and 8 of this Resolution; or

15.1(c) the BSP Airline becomes subject to formal bankruptcy, moratorium of debt, reorganization, liquidation, or similar proceedings; or

15.1(d) the BSP Airline defaults on a material obligation to the BSP under the Resolutions or other agreements governing its participation in the BSP, or

15.1(e) if the BSP Airline does not have a valid designator/prefix and accounting code assigned by IATA; or

15.1(f) if the BSP Airline is suspended from any of the other settlement systems provided by IATA, including the IATA Clearing House and the Cargo Accounts Settlement System; or

15.1(g) if IATA otherwise determines that there are sufficient financial or legal grounds—including outstanding amounts owed to IATA in connection with its other settlement services or otherwise—to suspend the BSP Airline, in light of the financial or legal risk to the BSP.

15.2 At the discretion of IATA, IATA may elect to refrain from suspending a BSP Airline from some or all BSPs under this paragraph if there are alternatives available to protect the financial integrity of the BSP from the circumstances of the BSP Airline—including from the risk that refunds may exceed sales—and to obtain the immediate payment of outstanding debts of the BSP Airline to IATA. Such alternatives may include, at the discretion of IATA, the provision by the BSP Airline of a centrally held security deposit, or alternative security acceptable to IATA to be held centrally, and calculated so as to cover funds at risk for a minimum of one month.

15.3 IATA shall follow the procedures outlined in [Attachment 'F'](#) to this Resolution upon the suspension of a BSP Airline pursuant to this paragraph.

15.4 If IATA determines that the financial integrity of the BSP is at risk as a result of the circumstances of a BSP Airline, IATA may withhold funds due from the BSP to such BSP Airline in order to secure the potential risk, in advance of any potential suspension of such BSP Airline.

16. SET-OFF RIGHTS

16.1 Set-off applies, and may be invoked by IATA at any time, with respect to any debt or claim owing by a BSP Airline to the BSP in relation to a BSP settlement—including any amount owed by the BSP Airline to IATA for the provision of BSP processing and management fees—against any monies held or owed by IATA or any of its divisions or affiliated entities and which is payable to that BSP Airline.

16.2 In addition, set-off also applies, and may be invoked by IATA at any time, with respect to any debt or claim owing by a BSP Airline to IATA or any of its divisions or affiliated entities against any monies held or owed by IATA or any of its divisions or affiliated entities and which is payable to that BSP Airline.

17. CHANGE OF OWNERSHIP

Where a BSP Airline undergoes a change of ownership which has the effect of transferring ownership to another entity, and wishes to continue participation in one or more BSPs, the BSP Airline shall

17.1 Provide sufficient information to IATA to allow for a review of the legal effect of the proposed change.

17.2 IATA shall review the information provided by the BSP Airline and determine whether the proposed change poses a financial or legal risk to the BSP—including the risk that refunds may exceed sales. If such a risk is identified, IATA shall determine whether there are alternatives available to protect the financial integrity of the BSP from such risk. Such alternatives may include, at the discretion of IATA, the provision by the BSP Airline of a centrally held security deposit, or alternative security acceptable to IATA to be held centrally, and calculated so as to cover funds at risk for a minimum of one month.

17.3 If the BSP Airline does not comply with the obligations under subparagraph [17.1](#) above, or if any risk to the BSP is identified by IATA and cannot be resolved pursuant to subparagraph [17.2](#) above, the existing BSP Airline will be terminated from all BSPs and the new carrier shall be processed as a new applicant.

17.4 Where a BSP Airlines ceases or will cease operations and remains indebted financially to IATA, and where the owners of such BSP airline have or will have an interest in a new applicant airline, IATA may reject such application.

18. FINANCIAL LOSSES INCURRED IN HONOURING STANDARD TRAFFIC DOCUMENTS

In the case of financial losses arising from honouring Standard Traffic Documents where the issuing Agent may go into irredeemable default or where the Standard Traffic Documents have been issued fraudulently, IATA shall take the action outlined in [Attachment "G"](#) to this Resolution.

19. TICKETING AIRLINE SELECTION RULES

BSP Airlines shall follow the ticketing airline selection rules specified in [Resolution 852](#).

20. ELECTRONIC TICKETING AUTHORITY

Where a BSP Airline deposits its Electronic Ticketing Authority with an Agent, it shall simultaneously inform IATA.

21. BSP SETTLEMENT MODELS

21.1 Reported Sales Model

When used in connection with this model, the term "BSP settlement" for a Member or BSP Airline will be the amount of the sales reported for any one period notwithstanding whether all amounts have been received by IATA from the Agent.

21.2 Funds Received Model

When used in connection with this model, the term “BSP settlement” for a Member or BSP Airline will be the amount actually received by IATA from the Agent for any one period.

22. IATA EasyPay (IEP)

22.1 In each market or area where [Resolution 812](#) has been declared effective, all BSP Airlines will accept IEP by default, unless a BSP Airline notifies IATA that it does not wish to accept IEP in a given BSP.

22.2 If a BSP Airline wishes to opt-out of accepting IEP, the Airline must notify IATA through written notice a minimum of 30 days prior to the opt-out taking effect. The Airline will be liable for its share of IATA EasyPay transaction costs through to the end of the notice period.

22.3 Any Airline joining a BSP will accept IATA EasyPay by default unless the Airline has notified IATA of its opt-out in the respective market(s) prior to joining.

22.4 BSP Airlines accepting IEP in a given market undertake jointly and severally to indemnify IATA, its officers, employees and other appointees against any loss, liability, damage or claim of any kind arising out of or in connection with the operation of the IEP system in such market, including without limitation, any amount claimed by or owing to a provider operating the IEP System, as well as any liability for legal cost. The provisions of the Counterindemnity Agreement found in [Resolution 850 Attachment ‘C’](#) apply mutatis mutandis to the present indemnity.

23. Accelerated Settlement

23.1 In some circumstances, Agent Remittances may be paid into the BSP prior to the Agent’s ordinary Remittance Date and thereafter settled to the BSP Airline(s) prior to the ordinary Settlement Date. For the avoidance of doubt, the provisions of the Counterindemnity Agreement found in [Resolution 850 Attachment ‘C’](#) apply to indemnify IATA, its officers, employees and other appointees against any loss, liability, damage or claim of any kind arising out of or in connection with such advance settlements to BSP Airline(s), as more fully described in the Counterindemnity Agreement.

RESOLUTION 850

Attachment ‘A’

(Intentionally left blank)

△ **RESOLUTION 850**

Attachment ‘B’

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RESOLUTION 850

Attachment ‘C’

COUNTERINDEMNITY AGREEMENT

COUNTERINDEMNITY AGREEMENT

Relating to the Operation of BSP Bank Accounts by IATA

(“Single Counterindemnity”)

An Agreement entered into

Between

having its registered office at

(name of airline)

(full address)

hereinafter called “the Indemnifying Airline”,

and

the International Air Transport Association (IATA), a nonprofit corporation under Canadian law, having its registered office at 800 Place Victoria, Montreal, Quebec, hereinafter called “IATA”,

WHEREAS the Indemnifying Airline, jointly with other airlines participating in the same respective Billing and Settlement Plan (“BSP”), has considered it desirable that IATA operates and maintains certain BSP bank accounts (including a “Hinge Account” for clearing services) on its behalf, and

WHEREAS IATA has agreed to provide such services subject to the Indemnifying Airline and other such airlines providing a counterindemnity relating to the risks arising therefrom,

IT IS THEREFORE AGREED AS FOLLOWS:

1. DEFINITION AND APPLICABILITY

This Agreement applies to all bank accounts established and operated in the name of IATA on behalf of a Billing and Settlement Plan (“BSP”) for the purpose of operating through the Clearing Bank clearing services or administrative or other associated services, for the benefit of the Indemnifying Airline and other airlines participating in the respective BSP.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in IATA's Passenger Agency Conference [Resolution 866](#).

2. INDEMNITY

The undersigned Indemnifying Airline will indemnify IATA, its officers and employees, against any liability and costs, for any action taken or omitted in good faith in the performance operation of the Hinge Account or other accounts mentioned in paragraph 1 above, or arising in any other way from the operation of these accounts. Such liability may include, inter alia, shortfalls caused by under-remittance or non-remittance by Agents in cases where the Clearing Bank has credited the Indemnifying Airlines, in anticipation of full and timely remittance by the Agents. In case of such under-remittance or non-remittance, the undersigned Indemnifying Airline, when so requested by IATA, undertakes to immediately refund the corresponding amount(s) remitted to it to the BSP Hinge Account, and herewith acknowledges and agrees that IATA may take all such action, including legal action, as deemed required or useful in this connection, both on behalf of IATA and the BSP and on behalf of the airlines participating in the BSP concerned. In the event of a liability arising otherwise than by way of non-remittance or under-remittance, the undersigned Indemnifying Airline undertakes to pay the amount of the obligation under this Agreement within 15 days of it being called upon to do so.

3. PRELIMINARY JOINT INDEMNIFICATION

If it cannot be established immediately for which BSP participating airline(s) a transaction not supported by a full Agent remittance was effected, the undersigned Indemnifying Airline, jointly with the other airlines participating in a BSP and having signed an indemnification agreement, shall forthwith reimburse and indemnify IATA for any shortfalls which shall be deemed to be operating costs and expenses of the BSP. Such cost of reimbursement shall be reapportioned as soon as it has been established for which BSP-participating airline(s) the respective remittance has been effected, in proportion to each of the undersigned such airline's share in the respective remittance.

4. COLLECTIVE BINDING AGREEMENT

Upon signature, the present document, in conjunction with identical documents signed by other airlines participating in a BSP and IATA, shall constitute a collective binding Agreement which shall continue in full force and effect for as long as IATA operates any bank accounts as referred to in paragraph 1 above, provided that if any airline withdraws from or is terminated from participation in a BSP, it shall cease to be a party to the Agreement with respect to that BSP. The under-signed Indemnifying Airline shall nevertheless remain liable in respect of any of its liabilities arising prior to withdrawal or termination from the respective BSP or termination of IATA's operation of respective bank accounts as referred to in Paragraph 1 above.

AS WITNESS WHEREOF on behalf of the Parties hereto by their duly authorised officers in duplicate on the day and year following hereto,

For and on behalf of the Indemnifying Airline	For and on behalf of International Air Transport Association
.....
(Full name of airline)	
.....
Signature	Signature
.....
Name, title of person signing	Name, title of person signing
.....
Place, date	Place, date

Note: This document must be signed at the Indemnifying Airline's Head Office, by the Chief Executive Officer, Chief Financial Officer or Director General.

RESOLUTION 850

Attachment ‘D’

FORM OF APPLICATION TO BE COMPLETED BY A NON-MEMBER AIRLINE WISHING TO PARTICIPATE IN AN IATA BILLING AND SETTLEMENT PLAN

FORM OF APPLICATION

To: BSP
 Copy: International Air Transport Association
 Customer, Financial and Digital Services
 Torre Europa
 Paseo de la Castellana, 95
 28046 Madrid
 Spain

1. Name of Applicant

.....

Name of Applicant (hereinafter called “the Applicant”)

.....

Address

.....

2. BSP in which participation is sought:

3. The Applicant operates scheduled air services or sells through IATA Approved Agent Locations within the country/area of the BSP.

4. The Applicant hereby applies to participate in the BSP (“the BSP”) on the following terms and conditions:

(a) the Applicant will upon acceptance of this application, forthwith sign, in duplicate, the IATA BSP FORM OF CONCURRENCE for non-Member airlines wishing to participate in an IATA Billing and Settlement Plan, under the terms of which the Applicant shall observe and be bound by IATA Resolutions and other IATA provisions relating to IATA Billing and Settlement Plans as though the Applicant were a Member of IATA and a party to the Resolutions or Sections of Resolutions set out in those documents; the signed Form shall be forthwith, submitted to IATA Geneva, at the address indicated above, within three (3) months from acceptance of the application. Failing submission of the signed Form within three (3) months, the acceptance of the Application may be withdrawn with immediate effect. In case of such withdrawal, the Applicant agrees to pay and compensate the BSP, IATA or any of the BSP Airlines for any expenses, damage, losses or any other prejudice incurred in connection with or arising from the Applicant’s application, temporary de facto participation or withdrawal of the Applicant’s acceptance in the BSP, or all of these.

- (b) the Applicant authorises IATA to give notice to the Data Processing Centre and the Clearing Bank that the name of the Applicant is to be added to the list of BSP Airlines in the First Schedule of the respective Agreements with the Data Processing Centre and the Clearing Bank;
- (c) the Applicant shall become a participating BSP Airline upon acceptance of this Application, upon becoming a party to the Agreements referred to in Subparagraph (b) above and in accordance with the terms of these Agreements, and upon submission of the signed Form of Concurrence to IATA;
- (d) except as otherwise provided in Subparagraph 5(b)(ii) of the Form of Concurrence, the Applicant shall be subject to the same conditions and obligations as other BSP Airlines;
- (e) in consideration of the benefits of participation in the BSP, the Applicant agrees to the costs of participation in the BSP in accordance with Subparagraph 5(c) of the Form of Concurrence;
- (f) the conditions of the Applicant’s participation in the BSP may be amended by IATA from time to time upon serving reasonable notice in advance of such amendment to the Applicant.

5. This Application may be accepted, and will then become a binding contract, upon signature on behalf of the BSP/the BSP Airlines by IATA of the enclosed duplicate copy and mailing it to the Applicant at the address given above.

For and on behalf of the Applicant (Full name of Applicant) Signature Name Title Place, date	Accepted for and on behalf of International Air Transport Association Signature Name Title Place, date
--	--

Note: This document must be signed at the Applicant’s Head Office, by the Chief Executive Officer, Chief Financial Officer or Director General.

RESOLUTION 850

Attachment 'E'

FORM OF CONCURRENCE TO BE COMPLETED BY A NON-MEMBER AIRLINES WISHING TO PARTICIPATE IN IATA BILLING AND SETTLEMENT PLANS

FORM OF CONCURRENCE

To: BSP Manager (Country)
Copy: International Air Transport Association
Customer, Financial and Digital Services
Torre Europa
Paseo de la Castellana, 95
28046 Madrid
Spain

Name of Applicant

.....

Name of Applicant (hereinafter called "the Applicant")

.....

Address

.....

1. The Applicant operates scheduled air services or sells through IATA Approved Agent Locations within the country/area of the BSP. The Applicant has obtained all operating licenses or governmental authorisation required for such services or sales.

2. The Applicant has applied to IATA for participation in on or more BSP markets.

3. The Applicant acknowledges that it has received copies of the following documents together with such explanation of their contents as it requires:

- (a) All Passenger Agency Conference Resolutions including but not limited to:
 - All applicable Passenger Sales Agency Rules in effect, including Passenger Agency Conference Resolutions [800](#), [812](#), and [818g](#);
 - Resolutions [812](#), [818g Attachment 'A'](#) and [832](#) (Reporting and Remitting Procedures);
 - [Resolution 820e](#) (Reviews by the Travel Agency Commissioner);
 - [Resolution 850](#) (Billing and Settlement Plans);
 - [Resolution 854](#) (Electronic Ticketing Systems in BSP Countries/Areas);
 - [Resolution 892](#) (Disclosing another Member's Position taken at an IATA Meeting);
- (b) Local editions of the Billing and Settlement Plan Manual for Agents; or any other applicable manuals.

4. IATA will forward revisions to the foregoing documents to the Applicant as and when they are issued.

5. The Applicant hereby undertakes and agrees to observe and comply with the following terms and conditions:

- (a) The Applicant authorises IATA to enter into agreements with the relevant electronic data processing centre ("Data Processing Centre") and the relevant clearing bank ("Clearing Bank") on its behalf and to give notice to the Data Processing Centre and the Clearing Bank that the name of the Applicant is to be added to the list of BSP Airlines in the schedule of the respective agreements with the Data Processing Centre and the Clearing Bank.
 - (b) The Applicant shall be subject to the same conditions and obligations as other BSP Airlines, of which the following are particularly brought to notice:
 - (i) the Applicant shall observe and be bound by the provisions of the documents set out in Paragraph [3](#) hereof, as well as subsequent additions, deletions or amendments thereto, as though the Applicant were a Member of IATA and a party to the Resolutions or the sections of Resolutions set out in those documents;
 - (ii) the Applicant shall execute a Sales Agency Agreement with each IATA Accredited Agent appointed to act for the Applicant, by virtue of which agreement such Agents shall agree inter alia to:
 - comply with applicable Passenger Sales Agency Rules and BSP Manual for Agents; such local standards as may be provided for under the Passenger Sales Agency Rules; applicable IATA Resolutions; and applicable government laws and regulations.
 - permit IATA to have access to their records relating to its sales activities on the Applicant's behalf;
 - (c) In consideration of the benefits of participation in any BSP markets, the Applicant agrees to pay the following fees:
 - (i) the appropriate joining fee
 - (ii) amounts due for BSP fees and charges applicable for its participation in the BSP;
 - (d) The conditions of the Applicant's participation in any or all BSP markets may be amended from time to time upon serving reasonable advance notice of such amendment to the Applicant.
6. The Applicant undertakes to indemnify IATA, its officers and employees against liability (including liability for legal costs) for any action taken or omitted in good faith in the performance of their functions with respect to any BSP markets in which the Applicant shall participate under the Passenger Sales Agency Rules and under [Resolution 850](#) and its attachments.
7. This Form of Concurrence is executed in two originals. It shall enter into force upon signature by IATA. IATA will mail one original to the Applicant at the address given above.

8. By signing this Form of Concurrence, and thereby undertaking to observe and comply with the terms and conditions described in the foregoing paragraphs, the Applicant also unconditionally undertakes that it will observe and comply with these and other terms and conditions described in other documents, as they apply to the BSP markets in which the Applicant participates in due course, by submitting an application. This Form of Concurrence shall enter into force with respect to such other BSP markets on the dates that the Applicant receives written notification that IATA has granted the Applicant's application to participate in the respective BSPs.

For and on behalf of the Applicant:	Accepted for and on behalf of IATA Billing and Settlement Plans and their BSP Airlines by IATA:
.....
(Full name of Applicant)	
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Place, date	Place, date

Note: This document must be signed at the Applicant's Head Office, by the Chief Executive Officer, Chief Financial Officer or Director General.

RESOLUTION 850

Attachment ‘F’

PROCEDURES FOR SUSPENSION OF A BSP AIRLINE

1. IMMEDIATE ACTION BY IATA IN THE EVENT OF SUSPENSION

If IATA determines that the BSP Airline should be suspended from BSP operations, IATA shall immediately:

- (a) Inform the BSP Airline concerned and all other BSP Airlines.
- (b) Instruct the Global Distribution Systems, Ticketing System Providers, and Data Processing Centres to suspend immediately the use of the BSP Airline's name and numeric code as ticketing airline, to suspend immediately the use of any automated systems for the processing of refunds or other credit/debit transactions on behalf of the BSP Airline, and to continue to report as usual any outstanding sales, refunds, or other credit/debit transactions made by Agents on behalf of the BSP Airline up to the date of the suspension.
- (c) Instruct all Agents:
 - (i) To suspend immediately all ticketing activities on behalf of the BSP Airline concerned.
 - (ii) To settle all Outstanding Billings and pending sales attributable to that BSP Airline either:
 - (a) with IATA, or
 - (b) with the BSP Airline concerned, in which case Agents must exclude the total amount due to or from the suspended BSP Airline (such as ticket sales or any refunds actually or potentially owing by that airline) from any Outstanding Billing. This exclusion should be made before remittance of the Outstanding Billing to IATA. However, if remittance has already occurred or if applicable law or billing procedure do not permit the necessary changes to remittance, then this exclusion may be made after remittance of the Outstanding Billing to IATA—thereby requiring a supplemental payment by or to the Agent of the amount excluded.
 - (c) The suspended BSP Airline should respond to any refund requests from Agents in a timely manner.
 - (iii) Instruct the BSP Airline to download reporting copies of the billing analysis for the current period and any other periods affected by the suspension from BSPlink.
 - (iv) Additionally, IATA may take any other actions reasonably necessary to implement the actions in this paragraph, including any actions necessary to comply with local law or local practice in a given BSP region.

2. SUBSEQUENT ACTION BY IATA

Thereafter, IATA shall monitor the situation and shall take any other action, where appropriate, after having sought legal advice, in order to respond to any individual circumstances. This may, where appropriate, include the following:

- (a) The opening of a special account, for the collection and management of monies due to the BSP Airline.
- (b) The immediate withholding of all amounts due to the suspended a BSP Airline. Subject to applicable laws, the BSP Airline or its administrator, receiver, liquidator, monitor, trustee, or similar representative or successor shall have no claim to such funds while retained in accordance with this paragraph.
- (c) The satisfaction of all outstanding debts, after a sufficient time has passed to ensure that all claims from all IATA settlements systems and otherwise have been finalized. The funds withheld from the suspended a BSP Airline's BSP participation, including any funds derived from BSP participation but held at the time of suspension within the IATA Currency Clearance Service, shall generally be used in the following priority:
 - (i) Firstly, for any refunds or other debts owed to the BSP in which such funds originate. Unless Agents were instructed to settle Outstanding Billings directly with IATA pursuant to subparagraph 1(iv)(a) above, or unless an agreement providing for the post-suspension submission of refunds has been agreed between IATA and the BSP Airline, such refunds shall not include any refunds submitted as part of any Outstanding Billings.
 - (ii) Secondly, for any remaining refunds or other debts owed to any other BSPs in which the BSP Airline participates. Again, unless Agents were instructed to settle Outstanding Billings directly with IATA pursuant to subparagraph 1(iv)(a) above, or unless an agreement providing for the post-suspension submission of refunds has been agreed between IATA and the BSP Airline, such refunds shall not include any refunds submitted as part of any Outstanding Billings.
 - (iii) Thirdly, for any other amounts that are due from the BSP Airline to IATA, including without limitations any amounts owing pursuant to the set-off rights as more fully described in Resolution 850 Paragraph 15.
 - (iv) Finally, any remaining amounts shall be returned to the BSP Airline or its administrator, receiver, liquidator, monitor, trustee, or similar representative or successor, as more fully governed by applicable law.
 - (v) In all instances any sales incentives established by the BSP Airline shall be settled directly between the BSP Airline and each Agent.

3. LIFTING OF SUSPENSION

If the BSP Airline resolves the circumstances giving rise to suspension (such as by resuming scheduled operations, curing its defaults, or otherwise), or if the BSP Airline protests the suspension in writing, IATA shall evaluate whether and how the BSP Airline will be reinstated in BSP operations and under what conditions. The BSP Airline shall be given the opportunity to be heard.

Such conditions may in particular require that the BSP Airline compensate the BSPs for any losses incurred as a result of the BSP Airline's default, that the BSP Airline satisfy all outstanding debt to IATA arising under any of its settlement systems or otherwise, and that the BSP Airline place a centrally held security deposit, or alternative security acceptable to IATA to be held centrally, and calculated so as to cover funds at risk for a minimum of one month.

4. SUSPENDED BSP AIRLINE OWING MONEY TO THE BSP

Where a suspended BSP Airline owes money to the BSP on any grounds and for any period, and the debt is considered irrecoverable, the remaining BSP Airlines must bear the loss, excluding any any remuneration, if any, owed pursuant to Resolution 824 Section 9, in proportion to their share of the total amount in that Remittance Period. Such remuneration shall be settled directly between the suspended BSP Airline and the Agents.

5. TERMINATION

If, at the discretion of IATA, it does not appear likely that a suspended BSP Airline will be able to meet the requirements for the lifting of its suspension, or as may otherwise be necessary in light of the potential financial or legal risk to the BSP, IATA may terminate the participation of a suspended BSP Airline. Such termination shall not affect the obligation of the BSP Airline to satisfy its obligations to IATA hereunder or under the Resolutions or other agreements governing its previous participation in the BSP.

RESOLUTION 850

Attachment ‘G’

FINANCIAL LOSSES INCURRED IN HONOURING STANDARD TRAFFIC DOCUMENTS

1. INTRODUCTION

Financial losses, as a result of honouring Standard Traffic Documents, may arise for two main reasons:

- the issuing Agent may go into irredeemable default;
- the Standard Traffic Documents may have been issued fraudulently.

2. DEFAULT AND BANKRUPTCY

Where, following the honouring by an airline of a Standard Traffic Documents, it is found that revenue will not be paid over by the Agent because of irredeemable default, the loss shall be borne by the issuing BSP Airline (the airline whose ticketing authority was used by the Agent to issue the Traffic Document).

However, in the case of a defaulting Agent, unreported Standard Traffic Documents subsequently blacklisted must be honoured by BSP Airlines.

If part or full settlement of monies outstanding is obtained from the defaulting Agent, the monies received will be shared out among the issuing BSP Airlines concerned in proportion to their share of the outstanding amounts.

Thereafter, if amounts are still outstanding, each such issuing BSP Airline will remain at liberty to initiate the usual debt recovery proceedings against the Agent.

3. FRAUD RELATED TO STANDARD TRAFFIC DOCUMENTS

In accordance to Passenger Standards Conference Resolution 781b, Members issuing and honouring Standard Traffic Documents shall exert its best efforts to ensure that prompt action is taken upon detecting that Standard Traffic Documents have been issued fraudulently.

3.1 The Validating Carrier is the sole entity responsible for ensuring that the flight/value coupon(s) are promptly suspended in their ticket database upon detection of fraud.

If a Marketing/Operating Carrier receives control of a flight/value coupon(s) they shall be entitled for payment even if the Validating Carrier has subsequently detected fraudulent activity.

3.2 The Validating Carrier is required to obtain control back from the Marketing/Operating carrier before suspending usage.

3.2.1 The Marketing/Operating Carrier is not entitled for payment if the Validating Carrier has successfully suspended usage of the flight/value coupon(s) whilst under the Validating Carrier's control.

4. INDEMNIFICATION

4.1 When suspending a Standard Traffic Document in accordance with [Paragraph 1](#) hereof, the Validating Carrier shall indemnify the Marketing/Operating Carrier for, and hold it harmless against, any and all claims, demands, costs, expenses and liability, including legal fees, incurred by reason of having acted in accordance with this Resolution.

4.2 In the event that legal action is commenced by any person against the Marketing/Operating Carrier which, pursuant to this Resolution has acted in accordance with [Paragraph 1](#) of this Resolution, the Marketing/Operating carrier shall immediately notify the Validating Carrier which hereby reserves the right to take over the conduct of the defence of such legal action and/or any appeal there from.

5. LOSSES ARISING FROM HONOURING FRAUDULENT ISSUES/LOSS-SHARING FORMULA

The honouring carrier is, in the circumstances described below, entitled to apply to IATA to have the amount of the loss allocated to the general losses supported by BSP Airlines, according to the cost-sharing formula defined in this section.

The following loss sharing formula is to be applied where losses are incurred through interline billing as the result of fraudulent use of a Standard Traffic Document. Fraudulent use of Standard Traffic Documents is defined as any action which deprives a carrier of the normal revenue to which it is entitled, undertaken without the carrier's knowledge or consent.

This section applies to a Standard Traffic Document which is not described in [Section 3](#) of this Resolution, and the amount of loss is not recoverable from the Agent.

5.1 Where the Standard Traffic Document honoured can be attributed to a specific Agent, the loss shall be shared among those BSP Airlines participating in the BSP in question which, at any time during the 12 calendar months preceding the month in which the fraudulently issued Standard Traffic Document was reported by the honouring carrier to IATA, have permitted that Agent to use their ticketing authority.

The loss in this case shall be shared in direct proportion to the Agent's monetary sales volume on behalf of such BSP Airlines during the 12 months period.

5.2 Where the STD honoured can be attributed to a specific BSP but not to a specific Agent, the loss shall be shared among all BSP Airlines participating in the BSP, in direct proportion to their monetary sales volume within the BSP in question during the 12 months preceding the

month in which the fraudulently issued STD was reported to IATA.

5.3 Where the Standard Traffic Document honoured cannot be attributed to either a specific Agent or to a specific BSP, the loss shall be shared among all BSP Airlines participating in IATA BSPs in proportion to their monetary sales volume in all such BSPs during the 12 months preceding the month in which the fraudulently issued Standard Traffic Document was reported to IATA.

If the BSP has not been in operation for 12 months at the date the fraudulently issued Standard Traffic Document is reported to IATA, the reference period for calculating each BSP Airline's share of the loss will be the period the BSP has been in operation.

6. SUBSEQUENT RECOVERY OF LOSSES DUE TO FRAUD

Where a BSP Airline subsequently recovers any amounts due on a fraudulently issued Standard Traffic Document, the amount recovered is to be distributed through the ISS Manager among the BSP Airlines concerned in proportion to their share in the reimbursement previously made concerning that Standard Traffic Document.

7. DEBITING ACTION FOR LOSS-SHARING

IATA will carry out the necessary investigation where a BSP Airline presents a fraudulently issued Standard Traffic Document for reimbursement.

Billing action will be taken by the IATA to obtain the individual contributions from BSP Airlines where the loss is shared only by BSP Airlines in a given BSP.

In the event that a loss is to be shared by all BSP Airlines participating in BSPs, a co-ordinated billing will be sent out by IATA.

8. ACTION IN CASE OF COUNTERFEIT STANDARD TRAFFIC DOCUMENTS

Where a counterfeit Standard Traffic Document is intercepted in the marketplace, IATA will, in consultation with the BSP Airline or BSP Airlines concerned, carry out the necessary prompt investigation and, where appropriate, file a formal complaint with the local law enforcement authorities. To the extent such counterfeit Standard Traffic Document has already resulted in a loss, the preceding provisions of Subparagraphs 1 through 6, hereof, shall be applied.

RESOLUTION 850e

INDUSTRY SETTLEMENT SYSTEMS

△ PAC(49)850e/(Mail A595)(except USA) Expiry: Indefinite
Type: B

WHEREAS the 1998 IATA Annual General Meeting agreed to restructure the IATA Industry Settlement Systems and has delegated responsibility to IATA Settlement Systems Management (hereinafter "ISS Management") for the management and efficient operation of this business activity and, to that end, has authorized changes in the management and operation of the IATA Industry Settlement Systems (hereinafter "ISS"), and

WHEREAS, it is therefore necessary to recognize the responsibility of ISS Management for all ISS administration and operational functions, such as:

- ISS budgets (cost and revenues)
- ISS staffing
- ISS contracts (service agreements) to include signature authority
- ISS office management and administration

and further to recognize that ISS matters will be supervised by the IATA Board of Governors, now it is

RESOLVED that upon this Resolution becoming effective:

1. All authority and responsibilities previously delegated by the PAConf to the BSPC and through the BSPC to the BSP Panels and their Steering Panels are subject to the condition that no such authority or responsibility shall be exercised with respect to the administrative and operational functions to be performed by ISS Management on ISS matters at the direction of the IATA Board of Governors, who shall act on the advice of the IATA Financial Committee.

2. This condition is without prejudice to, and shall not limit, all other authority and responsibilities currently exercised by the PAConf including the relationship between airlines and agents, provided, however, that PAConf shall take action to identify and amend the Passenger Sales Agency Rules and other PAConf Resolutions as required to implement the condition imposed in Paragraph 1.

RESOLUTION 850m

ISSUE AND PROCESSING OF AGENCY DEBIT MEMOS (ADMS)

PAC(56)850m(except USA)

Expiry: Indefinite
Type: B

WHEREAS the Passenger Agency Conference (“the Conference”) wishes to promote a consistent and standard set of rules for BSP practices,

It is RESOLVED that the following principles will be followed,

1. INTRODUCTION

1.1 The ADM serves to notify an Agent that unless there is some justification to the contrary, the Agent owes the issuing BSP Airline the amount shown on the ADM for the reasons indicated.

1.2 ADMs are a legitimate accounting tool for use by all BSP Airlines to collect amounts or make adjustments to Agent transactions in respect of the issuance and use of Standard Traffic Documents issued by the Agent. Alternative uses of ADMs may exist provided that consultation has taken place either individually with the Agent or a local representation of Agents, or through the applicable local joint consultative forum.

1.3 ADMs are to be specific in their detail as to why a charge is being made.

1.4 BSPLink (ASD in China) is mandated as the exclusive medium through which ADMs must be billed and disputed.

2. AIRLINE POLICY

2.1 Airlines are required to publish, and maintain their ADM policies to Agents through BSPLink (ASD in China), which will send a system alert of any changes to ADM policies to the Agents in advance of implementation.

2.2 Where possible the model shown in the Attachment to this Resolution should be applied.

3. BSP PROCESSING OF ADMs

3.1 ADMs shall only be processed through the BSP if issued within nine months of the final travel date. ADMs referring to refunds made by the Agent shall be processed through the BSP if issued within nine months after such refund has been made by the Agent. Any debit action initiated beyond this period shall be handled directly between the BSP Airline and the Agent.

3.2 ADMs/ACMs may be processed through the BSP, for a maximum period of 30 days following default action taken against an Agent in accordance with [Resolution 812 Section 6.9](#) and [818g, Attachment ‘A’, Section 1.10](#).

4. ISSUANCE PRINCIPLES

4.1 Airlines should consider establishing policies for a minimum value for the issuance of a single ADM. Where such minimum is established it may be published to Agents.

4.2 In principle ADMs should not be raised for the collection of administration fees.

4.3 If there is an administrative cost associated with the raising of an ADM it should be incorporated in the same ADM document raised for the adjustment. The inclusion of the administration fee must be communicated to the agent.

4.4 Airlines shall provide Agents with the phone or fax number and email address of a person or department that has knowledge of the concerned ADM.

4.4.1 Whenever applicable, a BSP Airline will provide the Related Document Number (RTDN) to which the ADM relates in order for BSPLink (ASD in China) to display the values of Fare Calculation Mode Indicator (FCMI) or Data Input Status Indicator (DISI) for Refund transactions.

4.5 An Agent shall have a maximum of 15 days in which to review and dispute an ADM prior to its submission to BSP for processing.

4.6 all disputes are to be settled by the Airline within 60 days of receipt.

4.7 If it is established that an ADM is not valid it must be cancelled.

4.8 Where erroneously issued ADMs are withdrawn by BSP Airlines or refunded to the Agent, any administration fee that may have been levied will be withdrawn, or refunded to the Agent. In the event the ADM is withdrawn or the amount is reduced due to any reason other than it was issued by mistake, the application of an administration fee shall be agreed between the Agent and the BSP Airline concerned.

4.9 Following consultation and if both parties agree a disputed ADM may be referred to the Travel Agency Commissioner to be resolved pursuant to [Resolution 820e Section 3.3](#).

4.10 An ADM that has been included in the BSP billing will be processed for payment. Any subsequent dispute of such ADM, must be dealt according to the applicable Passenger Sales Agency Rules.

RESOLUTION 850m

Attachment 'A'

MODEL ADM INDUSTRY PROCEDURES

1. DESCRIPTION

1.1 ADMs are a legitimate accounting tool for use by all BSP Airlines and should only be used to collect amounts or make adjustments to agent transactions in respect of the issuance and use of Standard Traffic Documents issued by or at the request of the Agent.

1.2 Alternative uses of ADMs may exist provided that consultation has taken place either individually with the Agent or through the applicable local joint consultative forum.

1.3 ADMs are to be specific in their detail as to why a charge is being made.

1.4 Any ADM relates to a specific transaction only, and may not be used to group unrelated transactions together, however, more than one charge can be included on one ADM if the reason for the charge is the same, and a detailed supporting list is provided with the ADM.

1.5 In the event an airline decides to apply a charge for under-collection or incorrect ticketing on a sale or for the adjustment of a refund issued incorrectly or incorrectly calculated, such charges must be clearly explained in the carriers published ADM policy or must be agreed with Agents bilaterally in writing.

1.6 No more than one ADM should be raised in relation to the same original ticket issuance. When more than one ADM is raised in relation to the same ticket it shall be specified for a different adjustment to previous issues.

1.7 All rejected or disputed ADMs must be handled by BSP Airlines in a timely manner.

1.8 Except where otherwise agreed in a market ADMs should not be used to collect third party costs not directly associated with the initial ticket issuance of a passenger journey.

1.9 When ADMs are raised for administration fees the level of such fees should be commensurate with the cost of the work incurred.

1.10 When the Agent has used an automated pricing system to generate the total ticket price including fare, tax, fees and charges specific to the purchase, and subsequent issuance, of a ticket for a journey, and there has been absolutely no manipulation by the Agent, on such price the ticketing systems shall send a Fare Calculation Mode Indicator (FCMI) to the airline, in accordance with the provisions of IATA PSC Resolutions 722f and 722g, to identify automated pricing has been used. The airline shall ensure the FCMI indicator is passed to an Agent in the event an ADM is issued.

RESOLUTION 850p

FINANCIAL SECURITIES

△ PAC(58)850p/(Mail A595)(except USA) Expiry: Indefinite
Type: B

"WHEREAS certain Sales Agency Rules provide that an Agent may meet the Local Financial Criteria by the provision of a Financial Security;

WHEREAS the Passenger Agency Conference (hereafter referred to as "the Conference") wishes to make a wide range of Financial Securities available to Agents; and

WHEREAS non-payment of a claim against a provider of such Financial Security will result in financial loss to Members and Airlines;

It is hereby RESOLVED that,

1. DEFINITIONS

1.1 The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

1.2 "BANK" means a financial institution, with a minimum credit rating of B recognised by credit Agencies such as Moody's Investor Service, Standard & Poor's (S&P) or Fitch Rating or their equivalent, and which is authorised to provide banking services in the jurisdiction in which that bank will guarantee the payment to Members or Airlines through any acceptable Financial Security set out in [section 2.1](#) in the event of default by an Agent.

1.3 "FINANCIAL SECURITY PROVIDER" (hereafter referred to as "Provider") means an independent third party entity other than a bank that guarantees payment to Members or Airlines through any acceptable Financial Security set out in [section 2.2](#) in the event of default by an Agent.

2. ACCEPTABLE FINANCIAL SECURITY TYPES

2.1 The following individual financial security types provided by a Bank:

2.1.1 Bank Guarantee

2.1.2 Standby Letter of Credit

2.1.3 Letter of Credit

2.2 The following individual financial security types provided by a Provider:

2.2.1 Insurance bond

2.2.2 Surety bond

2.3 Default Insurance Programme

2.4 Global Default Insurance

2.5 Cash Deposit

2.6 Any Provider of the acceptable financial security types in 2.2–2.3 is required to meet the criteria as referred to in section 3 of Resolution 850p.

2.7 Any Provider of the acceptable financial security type under 2.4 is required to meet the criteria referred to in section 4 of Resolution 850p.

3. EVALUATION OF PROVIDERS AND THEIR PRODUCTS

3.1 IATA will establish criteria for the consistent evaluation and approval of Providers and Provider products, and will make such criteria available to all interested parties. The criteria will be subject to review and amendment by IATA annually, or more frequently as may be necessary due to changes in the Financial Security and/or insurance markets;

3.1.1 No Provider or Provider product will be accepted for the purposes of an Agent meeting the Local Financial Criteria by the provision of additional Financial Security where permitted by the applicable Sales Agency Rules unless such Provider or Provider product has been approved by IATA in accordance with this Resolution.

3.2 IATA will conduct, at a minimum, an annual review of all Providers and Provider products previously approved by IATA. After such review(s), IATA will determine whether such Provider or Provider product meets criteria in effect at that time;

△ 3.3 The result of the initial evaluation shall be reported to the APJC as appropriate. Their views shall be relayed to IATA, who will decide whether to accept Financial Security instruments from the Provider;

3.4 The result of the evaluation will be advised to the Provider, LCAGP and APJC as applicable.

4. EVALUATION OF THE GLOBAL DEFAULT INSURANCE AND PROVIDERS

4.1 IATA will establish criteria for the evaluation of the Global Default Insurance and Providers. The criteria will be subject to review and amendment by IATA annually or more frequently as may be necessary due to changes in the insurance market or the Providers.

4.2 IATA will assess the performance of the Global Default Insurance and Providers considering the annual renewal process.

4.3 The results of the annual evaluation will be reported to the Passenger Agency Conference Steering Group and subsequently to the Passenger Agency Programme Global Joint Council.

5. EVALUATION OF FINANCIAL SECURITIES PROVIDED BY A BANK

5.1 Financial Security types under 2.1:

- (a) are subject to a minimum notice of termination period on the part of the Financial Security Provider of ninety (90) days;
- (b) must be valid for at least one year;
- (c) must be drawn as per IATA published specimen.

5.2 If a bank has refused to honor an encashment request without a valid legal reason, or in the opinion of IATA has unreasonably refused or delayed encashment and thereby placed into doubt the ability to timely encash future Bank Guarantees, IATA may refuse to accept any Bank Guarantees issued by this bank. Agents that have provided IATA with a Financial Security issued by this bank will be requested to provide IATA with an alternative form of Financial Security in accordance to the timeframes as established under Resolution 812 5.5.3 or Resolution 818g section 2.2.1.3, whichever is applicable.

△ 5.3 The Agency Administrator will from time to time, determine in a specific market if inter-banking channels such as SWIFT are available which would allow Banks to provide IATA with a confirmation that a Financial Security has been issued. The Agency Administrator may thereafter take the following actions:

- △ (a) No longer accept paper Bank Guarantees from Banks in such market;
- △ (b) Request Agents to replace all paper Bank Guarantee provided to IATA, with Financial Securities notified via such secure digital means in accordance to the timeframes as established under Resolution 812 5.5.3 or Resolution 818g section 2.2.1.3, whichever is applicable. For markets under Resolution 800, Agents need to replace their paper Bank Guarantee within 30 days of the IATA notification pursuant to this subsection.

6. EXCEPTIONS

6.1 NEW ZEALAND ONLY—TRAVEL AGENCY ASSOCIATION OF NEW ZEALAND (TAANZ)—AGENT BONDING AGREEMENT. Whereas IATA has entered into an agreement with TAANZ to provide a Financial Security, it is hereby RESOLVED that the aforesaid agreement is excepted from the provisions of this [Resolution 850p](#) insofar as TAANZ is accepted as a Provider and the bonding scheme provided by TAANZ is accepted as a Financial Security notwithstanding the provisions of [Section 2](#) above.

6.2 INDIA ONLY: Travel Agents' Association of India (TAAI) and Travel Agents' Federation of India (TAFI) and/or any National Association of Accredited Agents' in India (Association)—JOINT BANK GUARANTEE AGREEMENT. Whereas IATA may enter into an Agreement with the Associations to provide a Financial Security subject to all participating Airlines' agreement on terms and conditions of the Scheme. It is hereby RESOLVED that the aforesaid Agreement is excepted from the provisions of this [Resolution 850p](#) insofar as the Association/s is/are accepted as a Provider/s and the Joint Bank Guarantee Scheme/s provided by the Association/s is/are accepted as Financial Security notwithstanding the provisions of [Section 2](#) above.

RESOLUTION 852

DESIGNATION AND SELECTION OF TICKETING AIRLINE

PAC(56)852(except USA)

Expiry: Indefinite
Type: B

The following covers all types of Standard Traffic Documents issued under Billing and Settlement Plan conditions:

1. METHOD OF DESIGNATING A TICKETING AIRLINE

1.1 For issue of Standard Traffic Documents designation of the ticketing airline shall be accomplished by specifying to the ticketing system, either prior to or at the time of requesting generation of the Standard Traffic Document(s), the identity of the airline selected.

2. ORDER OF PRIORITY IN SELECTION OF THE TICKETING AIRLINE

The selection of the ticketing airline shall be governed by the following strict order of priority, which must be observed at all times:

2.1 the ticketing airline shall be any BSP Airline participating in the transportation, or a BSP Airline acting as the General Sales Agent for any airline participating in any sector of the transportation in the country of ticket issuance, provided that the selection of Validating Carrier conforms to the requirements of the fare rules where applicable and subject to the existence of a valid interline agreement between the ticketing airline and each transporting airline,

2.2 if none of the situations described in Subparagraph 2.1 apply, the ticketing airline may be any other BSP Airline providing the Agent has received written authorisation from that BSP Airline to issue Standard Traffic Documents for such transportation.

2.3 When an Electronic Miscellaneous Document (EMD) is issued, the ticketing airline shall be any BSP Airline, or a BSP Airline acting as the General Sales Agent for the Airline, delivering a service on the EMD. In the event that none of these situations apply, the provisions documented in paragraph 2.2 shall apply.

Note: Where a BSP Airline has given written authority to use its ticketing authority under the alternative in Subparagraph 2.2 of this Attachment, Standard Traffic Documents may be used for all airline passenger transportation and associated services.

RESOLUTION 854

ELECTRONIC TICKETING SYSTEMS IN BILLING AND SETTLEMENT PLAN COUNTRIES/AREAS

△ PAC(58)854(except USA)

Expiry: Indefinite
Type: B

RESOLVED that.

1. DEFINITIONS

1.1 The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

1.2 the terms and expressions used in this Resolution and its Attachments shall, unless the context otherwise requires, have the meanings respectively provided for in the Sales Agency Rules;

1.3 the use of words and expressions in the singular shall, when the context so permits, be taken to include their use in the plural and vice versa.

2. AREA OF APPLICATION

this Resolution shall apply in all countries/areas where a Billing and Settlement Plan is in operation or a pilot scheme has commenced.

3. PROVISIONS

if a Member, Agent, or any other party installs equipment in an Approved Location for the purpose of providing the Agent with the means of Electronic Ticketing the provisions of this Resolution shall apply.

4. APPLICATION OF SALES AGENCY RULES AND AGREEMENTS

except as otherwise provided herein, the provisions of the Sales Agency Rules and of the Resolutions entitled 'Passenger Sales Agency Agreement', 'Billing and Settlement Plan' and 'IATA Numeric Code' shall apply.

5. SYSTEM IMPLEMENTATION AND OPERATION

△ to facilitate the introduction and operation of Ticketing Systems at Approved Locations in a BSP market/region, the Coordinator shall perform the following functions:

5.1 coordinate between all parties concerned the implementation and operation of the System;

5.2 supply the System Provider with a document containing details of the local technical and ticketing requirements of the BSP concerned and revisions to this document as published from time to time;

5.3 verify, using the information provided by the System Provider, that the System is capable of the following functions:

△ 5.3.1 the issuance of Standard Traffic Documents in accordance with the applicable IATA Passenger Standards Conference Resolutions including local taxes and charges,

5.3.2 prior to issuance of a Standard Traffic Document, to verify against the information advised by the Coordinator pursuant to Subparagraph 5.7 of this Paragraph, that the issuing Agent holds the Electronic Ticketing Authority, given by the airline,

5.3.3 providing data to the BSP Processing Centre in accordance with the specifications supplied to the System Provider pursuant to Subparagraph 5.2 of this Paragraph,

△ 5.3.4 the ability to activate or restrict the issuance of Standard Traffic Documents at an Approved Location within 3 (three) hours of advice from IATA, including when:

5.3.4.1 an Approved Location is removed from the Agency List, declared in default, or has its Ticketing Authority removed in accordance with the Sales Agency Rules or,

5.3.4.2 a BSP Airline has withdrawn its authority from that Approved Location to issue Standard Traffic Documents on its behalf;

5.4 to restrict the number of Electronic Tickets an Approved Location can issue in a given period, to be advised by the BSP Airline;

5.5 to ensure the ability of the System to activate or restrict a form of payment for any issuance of Standard Traffic Documents at an Approved Location to be advised by IATA for all participating airlines within 3 (three) hours of advice from IATA.

5.6 to conduct the necessary tests and checks of the System in accordance with these rules and, if satisfied that the System meets the technical requirements of the BSP concerned, issue to the System Provider a Certificate of Technical Compatibility as set forth in [Attachment 'B'](#) to this Resolution and inform Participating Airlines accordingly;

5.7 to execute with the System Provider, upon issuance of a Certificate of Technical Compatibility, an Electronic Ticketing System Provider Agreement as set out in [Attachment 'A'](#) to this Resolution;

5.8 upon advice from the System Provider that an Approved Location is to be connected to the System, to advise the System Provider of the ticketing authorities held by that Approved Location;

5.9 to ensure, when an Approved Location is removed from the Agency List, declared in default or is suspended in accordance with the Sales Agency Rules, that the System Provider is advised in accordance with Subparagraph 2.3 of the Electronic Ticketing System Provider Agreement;

5.10 in the event that the requirements for technical compatibility are no longer met by an approved system, the Coordinator shall review the situation with the System Provider. If the problem cannot be resolved within a reasonable period of time, the matter shall be referred to ISS Management, in consultation with the Local Customer Advisory Group—Passenger, for further dialogue and resolution. If following this consultation the matter cannot be resolved, the Coordinator shall, on instruction from ISS Management, withdraw the Certificate of Technical Compatibility and terminate the Electronic Ticketing System Provider Agreement.

5.11 authorise an agent in one location to initiate ticket issuance in an Approved Location of the same Agency.

△ 6. ISSUANCE OF STANDARD TRAFFIC DOCUMENTS

△ **6.1** no document numbers shall be provided to the Ticketing System in any BSP market/region for Ticketing, unless:

△ **6.1.1** the Coordinator has issued a Certificate of Technical Compatibility in respect of the System to be used by the Agent for issuance of such Standard Traffic Documents;

6.1.2 the System Provider has executed an Agreement in the form set out in Attachment 'B' to this Resolution;

6.2 when an Agent issues Standard Traffic Documents through the use of an Electronic Ticketing System:

6.2.1 the document numbers to be issued by the Agent shall be those provided by ISS Management;

6.2.2 the document numbers provided by ISS Management shall conform to the applicable Passenger Standards Conference Resolution(s);

6.2.3 documentation supporting the issuance of an Electronic Ticket shall be imprinted at the time of issuance with the name and numeric code of the airline which is to be the ticketing airline;

6.2.4 document numbering shall be in accordance with the Standard Thirteen Digit Numbering System for Traffic Documents (Recommended Practice 1720a), and no airline or System Provider shall have the authority to transmit or to authorise document numbers which are in conflict with these provisions;

△ **6.3** procedures for the refund and/or exchange of Ticketing transactions shall be those detailed in the IATA Passenger Standards Conference Resolutions.

7. PCI DSS

7.1 General

The International Card Payment Schemes have mandated that all entities that store, process or transmit card data have to be compliant with the Payment Card Industry Data Security Standards (PCI DSS).

For the purpose of this Resolution, PCI DSS shall include all standards issued by the Payment Card Industry Security Standard Council (PCI SSC) including but not limited to PA DSS (Payment Application Data Security Standards) and PTS (PIN Transaction Security).

7.2 Provisions

7.2.1 That all equipment (software, hardware and transmission channels) installed and used in an Approved Location shall be PCI compliant.

7.2.2 That the Operation or Operations of the Electronic Ticketing Service Provider, its agents or service providers shall be PCI compliant.

7.2.3 That all transmission channels used by the Electronic Ticketing Service Provider, its agents or service providers to transmit files and reports to all relevant entities, including but not limited to Airlines and Data Processing Centres, shall be PCI compliant.

7.2.4 That all Electronic Ticketing Systems Providers shall submit annually to IATA a Certificate of Compliance as described by the PCI Security Standards Council (SSC).

7.3 Effectiveness and Implementation

This Section 7 becomes effective as of 1 January 2014.

RESOLUTION 854**Attachment ‘A’****ELECTRONIC TICKETING SYSTEM PROVIDER AGREEMENT**

This Agreement is between (name of System Provider) with its principal place of business at [address] (the “System Provider”)

and

International Air Transport Association, incorporated under the laws of Canada by Special Act of the Parliament of Canada, with its principal place of business at 800 Place Victoria, PO Box 113, Montreal, Quebec H4Z 1M1, Canada

(“IATA”), and represented by the Coordinator.

WHEREAS the (System Provider) operates an electronic ticketing system (the “System”) and wishes to make the System available to Approved Locations in (country) for the electronic issuance of Standard Traffic Documents, and

WHEREAS it is essential that the operation of the System is technically compatible with each BSP operation in which it has subscribers and maintains such compatibility in all respects,

WHEREAS the Coordinator has confirmed such compatibility, after appropriate checks and testing, by the issue of a Certificate of Technical Compatibility, subject to the System Provider’s undertaking to maintain the compatibility of the system in all respects while this Agreement is in force, and

WHEREAS such Certificates of Technical Compatibility have been issued in the BSPs listed in Annex [] hereto,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

The terms and expressions used in this Agreement have the meanings respectively provided for in [Resolution 866](#).

2. OBLIGATIONS OF SYSTEM PROVIDER

In consideration of the issue by the Coordinator to the System Provider of a Certificate of Technical Compatibility for each BSP listed in Annex [], the System Provider undertakes to observe the following provisions:

2.1 ensure that the system is and remains capable of the electronic issuance of Standard Traffic Documents, as set forth in the applicable IATA Passenger Standards Conference Resolutions, with the inclusion of any applicable local taxes and charges;

2.2 provide, on a daily basis, data of issued Standard Traffic Documents to the Data Processing Centre in accordance with the specifications set forth in the document containing details of local technical and ticketing requirements of the applicable BSPs, as, supplied by the Coordinator;

2.3 ensure the ability of the System to activate or restrict the electronic issuance of Standard Traffic Documents at an Approved Location within 3 (three) hours of receipt of advice from IATA, including when:

2.3.1 an Approved Location is removed from the Agency List, declared in default, or has its Ticketing Authority removed in accordance with the Sales Agency Rules; or

2.3.2 A BSP Airline, has withdrawn its ticketing authority and/or Electronic Ticketing Authority from the Approved Location to issue electronic Standard Traffic Documents on its behalf;

△ **2.4** ensure the ability of the System to restrict the number of Electronic Tickets an Approved Location can issue in a period, to be advised by the BSP Airline;

2.5 endeavour to implement pseudo real-time sales monitoring of Agents’ issuance of Standard Traffic Documents as promptly as possible;

2.6 ensure the ability of the System to activate or restrict a form of payment for any issuance of Standard Traffic Documents at an Approved Location to be advised by IATA for all participating airlines within 3 (three) hours of receipt of advice from IATA.

2.7 ensure the ability of the System to assign to Approved Locations blocks of document numbers, for use in Electronic Ticketing transactions;

2.8 not introduce any modifications or alterations to the System likely to affect the smooth operation of the BSP without prior consultation with the Coordinator and, as the case may be, with the Data Processing Centre;

2.9 give the Coordinator in a timely manner advance notice of each Approved Location to be connected to the System;

2.10 cooperate with the Coordinator, the BSP Airlines and the Data Processing Centre to the fullest possible extent for the prevention of unauthorised issuance of electronic ticket transactions.

2.11 fully comply with the Payment Card Industry (PCI) Data Security Standards (DSS) as mandated by the International Card Payment Schemes, to include adjusting its processes and procedures, at no expense to IATA, to reflect any amendments or modifications to the PCI DSS; and, if the System Provider becomes aware that it is no longer in full compliance with the PCI DSS, the System Provider must promptly provide written notice to the Coordinator of such non-compliance, and in no event should such notice be provided later than 72 hours after the System Provider becomes aware or should have become aware of such non-compliance.

Written notice shall be provided to IATA at the following address:

_____[address].
_____[address].
_____[address].

To the attention of: [Title]

3. OBLIGATIONS OF THE COORDINATOR

3.1 the Coordinator shall facilitate the necessary flow of information between the System Provider and IATA and shall ensure all necessary coordination between the System Provider and the Data Processing Centre required for the operation of the System in the BSP concerned;

3.2 the Coordinator shall, subject to the observance of all Sales Agency Rules, the Billing and Settlement Plan Rules, and other applicable IATA Resolutions, facilitate the introduction of the System in the BSP concerned.

4. WITHDRAWAL OF CERTIFICATE OF TECHNICAL COMPATIBILITY

4.1 the System Provider agrees that if the requirements for technical compatibility with the BSP are no longer met, the System Provider shall review the situation with the Coordinator. If the problem cannot be resolved within a reasonable period of time, the matter shall be referred to the Agency Administrator, in consultation with the Local Customer Advisory Group—Passenger for further dialogue and resolution;

4.2 the System Provider further agrees that if following such dialogue the matter cannot be resolved, that the Coordinator shall, on instruction of the Agency Administrator, withdraw the Certificate of Technical Compatibility, which will terminate the application of this Agreement to the affected BSP listed in Annex [].

5. COMPLIANCE WITH PCI DSS

The System Provider agrees that if it is unable to fully comply with the PCI DSS, the Coordinator shall review the situation with the System Provider, and the System Provider shall propose a remediation plan not to exceed 60 days in duration. If, following the implementation of such remediation plan, the System Provider is still unable to fully comply with the PCI DSS, the Coordinator may, at its discretion, terminate this application of the Agreement to the affected BSP listed in Annex [].

6. CONFIDENTIALITY

The System Provider will take all reasonable measures to safeguard the information of airlines which may come into its possession pursuant to this agreement; it will ensure that data received from any airline will not be used by it or any subsidiary, affiliate or other company controlled by it directly or indirectly, for purposes unrelated to the operation of the System; treat as confidential any such information and ensure that its officers and employees also treat such information as confidential. The System Provider will be liable for any loss (including monetary loss) or damage which an airline may suffer by reason of confidential information being disclosed by the System Provider to a third party without authority of the airline concerned.

7. LIABILITY

7.1 the System Provider shall not be liable for any loss, including monetary loss, injury or damage, which airlines jointly or individually may suffer by reason of any failure or malfunction of the System or by reason of any incorrect or unauthorised operation of the System by the Agents, including but not limited to loss sustained directly or indirectly by BSP Airlines jointly or individually in consequence of any claim against airlines jointly or individually by the Agents or by the travelling public or by any airline or person, except where such loss, injury or damage results directly from wilful misconduct or negligence of the System Provider or its employees;

7.2 the System Provider will take all reasonable measures to prevent unauthorised or fraudulent use of computer generated document numbers for issuance of Electronic Tickets and to prevent unauthorised alteration of issued Electronic Ticket data held by the carrier whose Electronic Ticket has been issued;

7.3 the System Provider assumes full and sole responsibility for the security of any Card Holder data obtained by or provided to the System Provider, while such data is in the System Provider's possession or control, including but not limited to its secure handling, storage, transmission, and destruction, and agrees to indemnify, defend, and hold harmless the Coordinator, IATA, and IATA's officers and employees, for any and all third party claims, loss, injury, or damage, resulting or arising from the loss, misuse, or unauthorised access to, or unauthorised acquisition or disclosure of, identifiable customer information obtained by or provided to the System Provider, while such data is in the System Provider's possession or control, where such loss, misuse, unauthorised access to, or unauthorised acquisition or disclosure of, identifiable customer information is caused by the System Provider's failure to comply with PCI DSS;

7.4 the Coordinator and/or IATA shall provide the System Provider with reasonably prompt notice of any claim for which indemnification may be sought hereunder. The System Provider shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing, provided that, in the case of any such settlement, the System Provider shall obtain written release of all liability of the Coordinator, IATA, and IATA's officers and employees, in form and substance reasonably acceptable to IATA; and further provided that IATA shall have the right, but not the obligation, to participate in the handling, defense, or settlement of any such claim with counsel of its own choosing, at IATA's sole cost and expense.

8. FORCE MAJEURE

The System Provider shall not be liable for failure to comply with the terms of this Agreement or for delay in complying with same if such failure or delay is due to causes or conditions entirely beyond its control.

9. EFFECTIVENESS OF AGREEMENT

This Agreement shall become effective on the day of signature and shall continue in full force and effect indefinitely thereafter for each BSP listed in Annex [], as the Annex may be revised from time to time (i) in accordance with Paragraph 4 of this agreement or (ii) upon not less than sixty (60) days' prior written notice from one party to the other party.

10. AMENDMENTS AND GOVERNING LAW

This Agreement and its Annex [] may be modified only by a further written agreement signed by the parties hereto. This Agreement shall be governed in its interpretation and performance by the laws of Quebec, Canada.

11. ARBITRATION

Any disputes or claim concerning the scope, meaning, construction or effect of this Agreement or arising therefrom shall be referred to and finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce and if necessary, judgement on the award rendered may be entered in any court having jurisdiction thereof.

12. NOTICES

All notices hereunder shall be in writing and sent by registered mail or recorded delivery mail, or teletype message as follows:

- 1. To IATA:

.....
 (name and address of Coordinator)
 (including TTY & Fax Numbers)

- 2. To the System Provider:

.....
 (name and full address)
 (including TTY & Fax Numbers)

..... Place, For the System Provider: Date For IATA, by the Coordinator:
..... (Signature) (Signature)
..... name, title name, title

such recommendation shall be reviewed by the Passenger Agency Conference Steering Group and ratified by Mail Vote of the Passenger Agency Conference.

RESOLUTION 860a

PASSENGER AGENCY PROGRAMME GLOBAL JOINT COUNCIL (PAPGJC)

△ PAC(58)860a(except USA) Expiry: Indefinite
Type: B

Resolved that the Passenger Agency Programme Global Joint Council be established to manage the agent/airline relationship, provide a consultation forum for Conference decisions and jointly promote the IATA Passenger Agency Programme to airlines and agents.

1. THE JOINT COUNCIL

The Joint Council, hereinafter referred to as the "Council", is responsible for providing oversight on those aspects of the Passenger Agency Programme relevant to the Agent/Airline relationships.

2. COMPOSITION

2.1 The Council shall be composed of a maximum of 24 members and shall include equal representation of Member Airlines and Travel Agency representatives:

2.1(a) the Airline delegates shall be selected from Members serving on the Steering Group of the Passenger Agency Conference and to the extent possible shall represent the three IATA Conference areas,

2.1(b) Travel Agency representation shall be as designated by recognised agency associations, and to the extent possible shall represent the three IATA Conference areas. The Chair/Chief Executive of WTAAA, ECTAA and UFTAA shall be non-voting ex-officio Members.

△ **2.1(c)** the Council shall nominate its own Chair and deputy Chair. The position of Chair shall be non-voting. In the event the Chair is elected from voting members, an alternate voting member shall be nominated to take the voting seat vacated by the Chair. The initial renewable term of the Chair shall be two years;

△ **2.2** The Chair of the Passenger Agency Conference shall be invited to attend Council meetings in an observer capacity;

△ **2.3** the Council shall set its rules and procedures, provided that the quorum necessary to take action shall be not less than two-thirds of the members of each of its two constituencies. The Chair may authorise the presence of observers, where he deems it advantageous to address the issues before the Council;

2.4 the Council shall act by submitting recommendations that must first be approved by a simple majority present of each of the two constituencies;

2.5 the Council shall meet not less than twice annually, and at least one meeting shall be arranged to coincide with the publication of the Passenger Agency Conference Agenda;

2.6 IATA shall provide adequate Secretariat support for meetings of the Council. Reports and recommendations of the Council shall be placed on the agenda of the Passenger Agency Conference.

2.7 European Issues

If a significant issue or number of issues relating purely to Europe or the European Union/European Economic Area arise, the Council composition will be adjusted to allow for additional delegates representing countries in Europe to attend. Thereafter and where appropriate, such issues will be addressed as a separate meeting. The Agency Administrator and the Chief Executive of ECTAA shall be ex officio members.

3. RESPONSIBILITIES

3.1 The Council shall be responsible for making recommendations to Conference on the development, management and marketing of the Passenger Agency Programme which shall include the consideration and development of an Ombudsman. The Council may make recommendations to Conference for improvements to all aspects of the Agency Programme.

3.2 The Council shall review the Conference agenda immediately after publication and in any event no later than 30 days from publication.

3.2.1 The Council shall be authorised to review all agenda items, and recommend changes to proposed resolution amendments having a direct impact on the Agent/Airline relationship. The procedure for taking forward Council recommendations shall be as per the following provisions:

3.2.1(a) any recommendations shall be included with the next Conference agenda submittal by the Secretary;

3.2.1(b) the Conference will review both the original proposal and the amended proposal submitted by the Council. If Conference takes action to adopt the original proposal the matter will be referred back to the Council, and the resolution amendments shall be held suspended pending review by the Council;

3.2.1(c) provided there are issues to be addressed, the Council shall convene to review the decisions of PAConf immediately following such Conference, and in any event no later than 30 days following that Conference;

3.2.1(d) following the review any changes to the proposal, including any recommendation for deferral of implementation, shall be presented to the Conference for consideration by mail vote, or as a recommendation for an agenda submission to the next PAConf;

3.2.1(e) thereafter the Secretary will declare the result, whether in favour of the Council recommendation or that agreed at Conference, and the new or amended resolution change will be adopted;

3.2.1(f) the Council shall also review any on-site items considered by the Conference and recommend any changes as per the procedure listed above;

3.2.1(g) the Council is not authorised to change or ignore Resolutions.

3.3 Strategic Issues

3.3.1 The Council may establish a Strategic Forum comprised of representatives from the Council and IATA.

3.3.2 Such Forum shall comprise of an equal number of airline and Agent representatives which shall not exceed six from each side and may invite relevant interested organisations to participate in discussions on agenda items. The Forum is charged with exchanging information and developing strategic issues relating to passenger distribution standards and the industry infrastructure. It will also address any issues referred to it by the Council.

3.3.3 The Forum shall meet as required and such meetings will normally be held immediately prior to the Council meeting. The Forum has no decision making authority, reports to the Council and any recommendations will require the approval of the Council before being submitted to any other decision making body.

3.3.4 Subject to the unanimous agreement of both Agents and airlines the Council may issue Press Releases and public statements on topics that are part of their responsibilities.

4. AGENCY FEES

The Council may recommend to Conference changes to agency fees.

5. TECHNICAL ADVISORY GROUP

△ **5.1** the Council may establish a Technical Advisory Group (TAG) to consider any technical, operational aspect of the Passenger Agency Programme concerning Accredited Agents, BSP Airlines and GDSs. The TAG will be under the direct control of the Council and the Council Chair will chair its meetings.

5.2 IATA will provide adequate Secretariat support for the TAG, including legal services.

5.3 The TAG will:

- (i) be composed in equal numbers of qualified staff of both airline and agent members of the Council
- (ii) consist at a minimum of two airline and two agent representatives as nominated by the Council
- (iii) determine best practice solutions and make recommendations to the Council in the form of technical proposals describing industry process improvements
- (iv) provide feedback, as required, on technical or operational resolutions or recommended practices of the Passenger Standards Conference relating to matters that impact the Passenger Agency Programme

5.4 the TAG may additionally include experts from GDSs and tariff filing agencies to advise on industry technical processes, and to assist in the examination of the same in order to provide recommendations for process improvements in the interests of industry efficiency, through the elimination of errors and the achievement of cost reductions.

5.5 Recommendations of the TAG will be subject to approval by the Council.

6. TRAVEL AGENCY COMMISSIONER PROGRAMME

6.1 The Travel Agency Commissioner Programme (hereinafter TAC Programme) is under the purview of the Council.

6.2 The Council shall receive and approve the budget of the TAC Programme in compliance with the following principles:

- the costs of the TAC Programme shall be borne in equal proportions by Members and Accredited Agents
- funding for the Programme shall be furnished through IATA, which shall provide 50% from monies contributed by all IATA Members, and 50% from monies contributed by all IATA Accredited Agents
- each IATA Accredited Agent may be called upon to contribute not less than USD 5.00 nor more than USD 10.00 per year or acceptable equivalent per location

6.3 The Council shall control the budget and associated expenditures. It will in particular monitor that expenditures are in line with the terms and objectives of the TAC office.

6.4 Part of the expenditures should be associated to the establishment and update of a public database of TAC decisions.

6.5 The Council shall receive regular reports provided by IATA on TAC's activities in a format and at a frequency determined by the Council.

7. TRAVEL EXPENDITURES

7.1 Each IATA Accredited Agent will be called upon to contribute to an additional fee of not more than USD 2.50 per year or acceptable equivalent per location to cover expenditures associated to the reimbursement of travel expenses incurred by PAPGJC Travel Agency representatives attending PAPGJC meetings. This special fund will be managed by the PAPGJC Agent Representative ex officio and will at the end of each year be required to provide a financial report to the PAPGJC to review the management of these funds.

RESOLUTION 866

DEFINITIONS OF TERMS USED IN PASSENGER AGENCY PROGRAMME RESOLUTIONS

△ PAC(58)866/(Mail A595)(except USA) Expiry: Indefinite
Type: B

WHEREAS the Passenger Agency Conference in application of the procedures established with global and regional joint bodies, has defined terms and expressions commonly used in Resolutions of the Conference, and

WHEREAS it is in the interest of transparency and convenience that all such definitions be published in a single global Resolution of the Conference,

AND noting that they are published below to be read with specific reference to the Resolution(s) in which they are used, it is

RESOLVED that the following definitions shall apply to terms and expressions used in, and with reference to, the Resolutions of the Conference, where certain definitions pertain exclusively to [Resolution 812](#) can be found in [Section 2](#) of this Resolution, and which defined terms and expressions shall be made readily identifiable by the use of upper case initial letters:

SECTION 1—DEFINITIONS OF TERMS USED IN ALL RESOLUTIONS

ACCOUNTABLE TRANSACTION means any transaction in respect of which a Standard Traffic Document is issued, and/or Agency Credit/Debit Memorandum received, by the Agent during the period covered by an Agency Reporting Period.

ACCREDITED AGENT (sometimes referred to as 'Agent') means a Passenger Sales Agent whose name is entered on the Agency List.

ADMINISTRATIVE OFFICE means the principal office of an Accredited Agent which is not an Approved Location, but which is entered on the Agency List.

AGENCY ADMINISTRATOR means the IATA official designated by the Director General as the holder of that office, or authorised representative, responsible for the management of the IATA Agency Programmes in accordance with the Members' rules and resolutions and with autonomy to act in extraordinary circumstances.

AGENCY INVESTIGATION PANEL (sometimes referred to as 'AIP') means a panel consisting of representatives of Members in a territory which is established from time to time by the Agency Administrator and performs duties set forth in [Section 3](#) of Resolution 800.

AGENCY LIST means the list maintained by the Agency Administrator giving the names and addresses of Accredited Agents and their Approved Locations and, when applicable, the addresses of their Administrative Offices.

AGENCY PROGRAMME (sometimes referred to as 'IATA Agency Distribution System', 'IATA Agency Programme', 'IATA Industry Distribution System', or 'IATA Passenger Agency Programme') means the various IATA Resolutions and rules and procedures adopted by the Conference to maintain overall standards and industry practices for the sale of international air transportation by Accredited Agents. This includes accreditation, BSP matters, and training.

AGENCY PROGRAMME JOINT COUNCIL (sometimes known as 'APJC') means a Council consisting of an equal number of representatives of air carriers and Agents, with IATA as Secretary, established to assist the Conference in the performance of its functions by making recommendations on any aspect of the Agency Programme in the market or area concerned.

AGENCY SALES DATA means that data which is collated from Standard Traffic Document issuance by Agents and submitted by the Ticketing System Providers to the BSP on a daily basis.

AGENCY SALES TRANSMITTAL (sometimes referred to as 'Sales Transmittal') means the Agent's list for a Reporting Period of all Traffic Documents and Standard Administrative Forms used, and accompanied by the required administrative forms and supporting documentation.

AGENCY SERVICES MANAGER means the IATA official designated by the Agency Administrator to manage the accreditation programme locally in the market/region. When so decided by the Agency Administrator, this person may also act as the local representative of ISS Management.

AGENT See 'Accredited Agent'

AGREEMENT—see Sales Agency Agreement

AIRLINE means an air carrier, operating scheduled passenger services, which is not a Member of IATA, but which has been admitted to participate in the Billing and Settlement Plan.

ALL AMOUNTS OWING means cash sales from Reporting Periods not yet included on a Billing plus all Outstanding Billings.

ALTERNATIVE TRANSFER METHOD means a Payment Method, other than the Cash Payment Method and IATA EasyPay Payment method, used by the Agent to transfer monies collected from the customer for passenger air transportation or Ancillary Services to the BSP Airline, in accordance with the provisions of [Resolution 812a](#). This may include a physical or virtual card or account number that is issued in the name of the Agent, any Person permitted to act on behalf of the Agent, or one of the Agent's contracted suppliers.

ALTERNATIVE TRANSFER METHOD PROVIDER means a supplier of an Alternative Transfer Method.

AMOUNT AT RISK is calculated by multiplying the Days' Sales at Risk by the total BSP Cash Turnover of the 3 highest Reporting Periods in the previous 12 months divided by the days in reporting period and multiplied by

3 (Total Days × Total BSP Cash Turnover 3 highest Reporting Periods / Days in Reporting Period × 3)

ANCILLARY SERVICES means services sold on behalf of an airline, specifically related to the sale of air transportation, the price of which is included in the overall amount paid to the carrier but which may involve the issuance of a separate Standard Traffic Document. They typically include excess baggage, surface transportation and car hire.

APPOINTED means the Agent is authorised to represent the Member in promoting and selling air passenger transportation in accordance with, and subject to, all the terms and conditions of the Passenger Sales Agency Agreement. This appointment does not include the authorisation for an Agent to issue Traffic Documents on behalf of the Member; where a separate approval is required from the Member in the form of a ticketing authority or delivery of Member's own Traffic Documents.

APPROVED LOCATION (sometimes referred to as 'Location') includes Head Office and Branch Office Locations appearing on the Agency List.

ARC means the Airlines Reporting Corporation.

AREA means one of the three geographical areas described in [Section 1](#), Paragraph 3 of the Provisions for the Conduct of the IATA Traffic Conferences.

AREA OF BILLING AND SETTLEMENT PLAN means the market(s)/regions(s) in which a Billing and Settlement Plan operates.

AUTHORISED PAYMENT METHODS means the Cash Payment Method, the Customer Card Payment Method, the IATA EasyPay Payment Method and Alternative Transfer Methods.

BANK GUARANTEE means a guarantee issued by a bank ensuring that the liabilities of the agent will be met in case of a default; limit sum (BG amount) defined.

BILLING means a billing to Agents, according to data reported by the Ticketing System Provider or an Order Management System, incorporating all Accountable Transactions for the Billing Period.

BILLING AND SETTLEMENT PLAN (sometimes referred to as BSP) means the method of providing and issuing Standard Traffic Documents and other accountable forms and of accounting for the issuance of these documents between BSP Airlines on the one hand and Accredited Agents on the other, as described in the Passenger Sales Agency Rules and in [Resolution 850](#)—Billing and Settlement Plans, and its Attachments.

BILLING DATE means the date on which the Data Processing Centre must produce billings to Agents, according to data submitted by the Electronic Ticketing System Provider.

BILLING PERIOD means the time span, comprising one or more Reporting Periods, for which a billing is rendered. Its duration is established by the PAConf.

BRANCH OFFICE LOCATION means an Accredited Agent's place of business entered on the Agency List as a Branch Office location which is the same entity as its Head Office Location, with the Head Office having full legal and financial responsibility of the administration, staff, liability maintenance and operational expense of the Branch Office.

BSP see Billing and Settlement Plan.

BSP AIRLINE means a Carrier or Airline whose Airline Designator is recorded as the transporting carrier on the flight coupon(s) of a ticket and which participates in the BSP.

BSP MANUAL FOR AGENTS (usually called the 'BSP Manual') means the publication that contains the rules and procedures applicable to Agents operating under BSP conditions and is issued on the authority of the Passenger Agency Conference with global, regional and local procedure oversight.

CARD means an Airline/Member approved credit card, charge card, debit card, purchasing card, or any other air industry card used and accepted as payment by an Agent for the purchase of international air transportation, against the Member's or Airline's merchant agreement.

CARD HOLDER means the person to whom a payment card is issued and/or who is responsible for settling the transactions with the entity that has issued the card, in the form of a physical card or in the form of a one-time use or fixed account number, used as payment against a Member's or Airline's card acceptance merchant agreement for the purchase of Traffic Documents.

CARD SALES See 'Customer Card Payment Method'.

CARRIER means an IATA Member as specifically used within the provisions of [Resolution 824](#)—Passenger Sales Agency Agreement, or any resolution of that name that supersedes it.

CASH DEPOSIT means, where permitted by Applicable Law, monies deposited into a designated bank account held by IATA, for the purpose of recovering unpaid monies owed by the Agent to BSP Airlines.

CERTIFICATE OF APPOINTMENT means the form used by a member appointing an Agent as provided for in [Resolution 820](#).

CHARGES means either Administrative Charges, or Clearing Bank Charges, as shown in the relevant Section of [Resolution 832](#) or [Attachment A](#), to [Resolution 818g](#), as authorised by the Conference.

CLEARED FUNDS are the cash balances in an account that are able to be immediately withdrawn or used in financial transactions.

CLEARING BANK means the bank or other organisation appointed under the applicable Billing and Settlement Plan to receive remittances from Agents and settle funds to BSP Airlines; and to perform such other functions as are prescribed within these Rules, and in [Resolution 850](#) and its Attachments.

CLOSED-LOOP NETWORK means a payment network whose cards (or other instruments) allow the agent to transfer funds to a limited network of entities each under a direct commercial agreement with the issuer of the instrument.

COMMISSION whenever used in the Passenger Agency Conference Resolutions is meant to include any form of remuneration.

COMPUTER RESERVATIONS SYSTEM (sometimes referred to as 'CRS') means a computerised system containing information about schedules, availability, fares and related services, and through which reservations can be made, or tickets issued, and which makes some, or all, of these facilities available to subscribers.

CONFERENCE means the Passenger Agency Conference.

COORDINATOR means a person appointed by ISS Management from time to time to act in accordance with these Rules on behalf of Members/Airlines participating in the Billing and Settlement Plan.

CUSTOMER CARD means a physical payment card or a one-time use or fixed account number that is issued in the name of the Customer purchasing passenger air transportation or Ancillary Services and/or who is responsible for settling the transactions with the entity that has issued the card, excluding the Agent, any Person acting on behalf of the Agent, and any of the Agent's contracted suppliers.

CUSTOMER CARD PAYMENT METHOD (sometimes referred to as 'Card Sales') means a Payment Method where a Customer Card is used against a BSP Airline's card acceptance merchant agreement as detailed in [Resolution 890](#).

DATA PROCESSING CENTRE (DPC) means the entity contracted by ISS Management under a BSP to manage and process reported Agency sales; to provide reports to the BSP and the Clearing Bank of the amounts due.

DAYS means calendar days unless otherwise specified as working days or business days.

DAYS' SALES AT RISK means the number of days from the beginning of the Agent's Reporting Period to the Remittance Date in respect of that Reporting Period or Periods, plus a margin of five days.

DEFAULT means that an Agent, or one of its Locations, has breached the provisions of the Sales Agency Rules to the extent that remedial action is required, and for which failure to take such action may ultimately result in the termination of that Agent's Sales Agency Agreement.

DEFAULT INSURANCE PROGRAMME means one insurance policy to cover multiple declared agents with a maximum coverage for all agents as defined in the policy.

DIRECTOR GENERAL means the Director General of IATA or authorised representative.

DOMESTIC AGENT means a passenger sales agent whose name is entered on the IATA Agency List to

participate exclusively in the sale of domestic Standard Traffic Documents.

FACE-TO-FACE TRANSACTION means an Agent making a sale paid by a Customer Card against a Member's or Airline's card acceptance merchant agreement when the Customer Card and the Card Holder are simultaneously present at the time of the transaction (see also 'Non-Face-to-Face Transaction').

FINANCIAL AND DISTRIBUTION SERVICES (sometimes referred to as 'FDS') means the department of IATA that has the administrative and operational functions of the IATA Settlement Systems included in its responsibilities.

FINANCIAL SECURITY means any financial security accepted by IATA from time to time for the purposes of recovering unpaid monies owed by the Agent to Members or Airlines.

FORM OF CONCURRENCE means that form to be completed by non-IATA air carriers wishing to participate in IATA Billing and Settlement Plans as provided for by [Resolution 850 Attachment 'E'](#).

GENERAL SALES AGENT (sometimes referred to as 'GSA') means, for the purposes of the Sales Agency Rules, any Person to whom a Member or a non-IATA carrier has delegated general authority to represent it for purposes of sales of passenger and/or cargo air transportation in a defined territory. This may include a non-Airline GSA appointed under the provisions of [Resolution 876](#).

GLOBAL DEFAULT INSURANCE means an insurance policy issued in the name of IATA to cover the liabilities of the listed Agents as defined in the policy. For each Agent a maximum coverage amount will be specified.

GLOBAL DISTRIBUTION SYSTEM (sometimes referred to as 'GDS') means a computerised system containing information about schedules, availability, fares and related services, and through which reservations can be made, or tickets issued, and which makes some, or all, of these facilities available to subscribers.

HEAD OFFICE LOCATION means an Accredited Agent's principal place of business which is an Approved Location.

HINGE ACCOUNT means the bank account into which agents' remittances are paid and from which monies are distributed to participating Airlines.

IATA means the International Air Transport Association and is represented by the Agency Administrator.

IATA AGENCY PROGRAMME see Agency Programme.

IATA CUSTOMER PORTAL means the customer portal made available by IATA at www.iata.org/cs.

IATA EASYPAY ACCOUNT (IEP ACCOUNT) means an account opened by the Agent in accordance with the BSP Manual for Agents.

IATA EASYPAY NUMBER (IEP NUMBER) means a number generated by the IEP System for use by the

Agent for the issuance and processing of Standard Traffic Documents.

IATA EASYPAY PAYMENT METHOD (sometimes referred to as “IEP” or “BOP” in China) means a pay-as-you-go payment system provided by IATA enabling Accredited Agents to issue Standard Traffic Documents on behalf of BSP Airlines. This definition and any binding provisions will be inclusive of all localized pay-as-you-go payment systems that serve the same purpose, regardless of the product branding. In BSP China, this payment system is referred to as BSP Online Payment (BOP).

IATA EASYPAY SYSTEM (IEP System) means the system operated by a provider on behalf of IATA for the processing of Agents' remittances and refunds using the IEP Payment Method.

IATA INDUSTRY DISTRIBUTION SYSTEM see Agency Programme.

IATA NUMERIC CODE (sometimes called the 'Numeric Code') means the numeric code allocated and attributed to each Approved Location of an Agent, in accordance with [Resolution 822](#).

IATA PASSENGER AGENCY PROGRAMME see Agency Programme.

IATA SETTLEMENT SYSTEMS MANAGEMENT (usually called 'ISS Management') means the functional areas of Customer, Financial and Digital Services (CFDS) that are responsible for the management and operation of the IATA Settlement Systems. This definition includes the central and regional ISS Management as well as the local ISS representatives who have overall responsibility for the BSP.

IATAN means the International Airlines Travel Agent Network which is the trading name of the Passenger Network Services Corporation, a wholly owned subsidiary of the International Air Transport Association.

IEP—see IATA EASYPAY PAYMENT METHOD.

IEP ACCOUNT—see IATA EASYPAY ACCOUNT.

IEP NUMBER—see IATA EASYPAY NUMBER.

IEP SYSTEM—see IATA EASYPAY SYSTEM.

INSURANCE BOND means a bond offered by an insurance company ensuring that the liability of the agent will be met in case of a default - payment of claims to be made by the insurance company. Limit sum (Bond amount) defined.

ISS MANAGER means the IATA official designated by ISS Management as the person that manages a BSP.

LETTER OF CREDIT means a letter from a bank guaranteeing that the Agent's payment to IATA will be received on time and for the correct amount. In the event that the Agent is unable to make payment the bank will be required to cover the full or remaining amount of the purchase.

LOCAL FINANCIAL CRITERIA sometimes referred to as 'Local Criteria' or 'Financial Criteria' means: (a) in relation to a market or region governed by [Resolution 818g](#), the local criteria recommended by the Agency Programme Joint Council and adopted by the Conference in relation to said market or region, or (b) in relation to a market or region governed by [Resolution 800](#), the standards established by the Agency Investigation Panel and endorsed by the Agency Administrator in relation to said market or region.

MEMBER means an airline that is a Member of IATA.

MOST FREQUENT REMITTANCE FREQUENCY means the Remittance Frequency with the shortest time elapsed between Remittance Dates established for a market, excluding daily remittances which any Agent may voluntarily agree to.

NON-AIRLINE PASSENGER GENERAL SALES AGENT (hereinafter referred to as 'GSA') means a Person (including any individual, partnership, firm, association, company or corporation) who has been delegated general authority for the promotion and sale of passenger air transportation for the appointing Member, either directly or through subcontractation, as expressly provided for under the provisions of [Resolution 876](#).

NON-FACE-TO-FACE TRANSACTION means a Signature-On-File transaction, and/or any other form of sale paid by a Customer Card against a Member's or Airline's card acceptance merchant agreement in which the Card and Card Holder are not simultaneously present at the time of the transaction (see also 'Face-to-Face Transaction').

NOTICE OF IRREGULARITY means a warning letter sent to an Agent to inform him that a failure to comply with IATA Passenger Agency Conference Resolutions has been detected on his part. Issuance of such letter will always result in the recording of two (2) instances of Irregularity.

NOTICE OF PAYMENT DEFAULT means a notification sent to the Agent, which includes a Termination Notice of the Agent's Passenger Sales Agency Agreement, to advise that a Payment Default has occurred.

OFFER means a proposal to sell a specific set of products or Services under specific conditions, for a certain price. Can be the response to a shopping request.

ONLINE AGENT means an Agent which effects sales of Members' and Airlines' services through a website, and which has been accredited in accordance with the provisions of [Resolution 818g](#).

OPEN-LOOP NETWORK means a payment network whose cards (or other instruments) allow the payer/cardholder to transfer funds or acquire goods or services from a wide range of acceptance points.

ORDER means a uniquely identified record of the agreement of one party with another to receive products and services under specified terms and conditions.

ORDER MANAGEMENT SYSTEM (OMS) An Airline database and/or application that creates and manages an

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Airline's Orders, tracks delivery of all services found within an Order and communicates to all appropriate internal and external suppliers, applications and accounting systems of the Airline.

OUTSTANDING BILLING includes any Billing which either (i) has not yet been remitted to IATA, or (ii) where the related Remittance Date has not yet passed, whichever event occurs last.

PASSENGER AGENCY CONFERENCE (PACONF) (usually called the 'Conference') means the body of IATA Members established by virtue of the Provisions for the Conduct of the IATA Traffic Conferences. It has responsibility for matters concerning the relationships between airlines and recognised passenger sales agents and other intermediaries, under the IATA Agency Programme.

PASSENGER AGENCY CONFERENCE STEERING GROUP (usually referred to as PSG or 'the Steering Group') means that group established by the Passenger Agency Conference to advise and act on behalf of Conference between meetings, and which functions under the provisions of [Resolution 868](#).

PASSENGER AGENCY PROGRAMME GLOBAL JOINT COUNCIL (sometimes referred to as PAPGJC or 'the Council') means that council established by the Passenger Agency Conference to manage the agent/airline relationship, provide a consultation forum for Conference decisions and jointly promote the IATA Passenger Agency Programme to airlines and agents, and which functions under the provisions of [Resolution 860a](#).

PASSENGER SALES AGENCY RULES (sometimes referred to as 'Sales Agency Rules' or 'the Rules') means the contents of the relevant Passenger Agency Conference Resolution of the same name.

PAYMENT DEFAULT means a failure by the Agent to make an immediate payment to the Clearing Bank by close of business the day following the demand from IATA.

PAYMENT METHOD is a means to pay monies due for passenger air transportation or Ancillary Services to BSP Airlines, as established by the Passenger Agency Conference. Payment Method refers to both customer payment methods, whereby a BSP Airline receives payment of the monies due from the customer, as well as Agent payment methods, whereby a BSP Airline receives payment of monies due from the Agent via the BSP or an alternative mechanism. Any monies which are collected by the Agent from the customer must be held in trust pending payment to a BSP Airline, in accordance with the provisions of [Resolution 824](#).

PERSON means an individual, partnership, firm association, company or corporation.

PRINCIPAL for the purposes of [Resolution 876](#), means an appointing Member or, in the case of subcontracting, the original appointing Member.

REMITTANCE is the payment of monies due by an Agent, for sales issued with Standard Traffic Documents to the BSP Airline, including sales made by an Agent

where the ticket is issued by the BSP Airline on behalf of the Agent and reported using the facility of the BSP. The Agent's Remittance must be Cleared Funds in the Clearing Bank account on the date established by the Conference.

REMITTANCE DATE means the Clearing Bank's close of business on the latest date by which the Agent's remittance must reach the Clearing Bank account as Cleared Funds or, in cases where authorised by the Passenger Sales Agency Rules, the value date on which the Clearing bank draws cheques on or debits the Agent's bank account.

REMITTANCE FREQUENCY means the time elapsed between Remittance Dates established by the Conference.

REMITTANCE PERIOD means the time span in respect of which a remittance is made to the Clearing Bank. It shall not be shorter than one Billing Period, but may cover more than one Billing Period.

REPORTING DATE means the last day of the Reporting Period.

REPORTING PERIOD means the time span established by the Conference for reporting of Agent sales.

SALES AGENCY AGREEMENT (sometimes referred to as 'Agreement', 'Passenger Sales Agency Agreement' or 'PSAA') means an Agreement in the form prescribed in [Resolution 824](#), as may be amended from time to time, and includes where the context so permits, a Supplementary Agreement to the Passenger Agency Agreement in the form prescribed in a Resolution of the Conference.

SALES AT RISK is calculated by dividing the Days' Sales at Risk by 90 days, and applying that percentage to the BSP cash turnover, or cash turnover as applicable, amount the Agent made in the highest 3 months in the previous 12 months.

SALES TRANSMITTAL see Agency Sales Transmittal.

SCANDINAVIA is the area comprised of Denmark, Norway and Sweden.

SETTLEMENT DATE means the date on which BSP Airlines are credited with monies due.

SIGNATURE-ON-FILE means a transaction where the Cardholder empowers the Agent to issue Traffic Documents against a Card, and where a clear written arrangement between Cardholder, Card company and the Agent exists (see also 'Non-Face-to-Face Transaction').

SIGNATURE-ON-FILE TRANSACTION means a transaction where the Card Holder empowers the Agent to issue Standard Traffic Documents against a Customer Card, and where a clear written agreement between Card Holder, card company and the Agent exists (see also 'Non-Face-to-Face Transaction').

SOUTH WEST PACIFIC that is the area composed of Australia, New Zealand, Papua New Guinea, South West Pacific Islands.

SOUTH WEST PACIFIC ISLANDS that is the area composed of Cook Islands, Fiji, French Polynesia, Kiribati (Canton and Enderbury Islands), Marshall Islands, Federated State of Micronesia, Nauru, New Caledonia (including Loyalty Islands), Niue, Palau, Samoa (Independent State of), Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands.

STANDARD ADMINISTRATIVE FORMS (sometimes referred to as 'SAFs') mean accountable forms originated by Members/Airlines or Agents for adjusting sales transactions (e.g. Agency Credit/Debit Memos, Refund Notices) and other forms used to substantiate sales (e.g. UCCCF, Group Sales Summary).

STANDARD CHARGING UNIT (usually called SCU) equates to one transaction passing through the Data Processing Centre (DPC) and included on the BSP Agent and Airline Billing Reports.

STANDARD TRAFFIC DOCUMENTS means the following BSP documents:

- Electronic Miscellaneous Documents (EMD)
- Electronic tickets

They are supplied by ISS Management, and do not bear any carrier identification until after issuance by the Agent. BSP Airlines' own Traffic Documents, including Orders will also be considered Standard Traffic Documents (STD) as long as these are billed through the BSP.

STANDBY LETTER OF CREDIT means a letter from a bank where the bank acts as an insurer and pays IATA in case the Agent defaults (payment of last resort) should the Agent fail to fulfill a contractual commitment with IATA.

STOCK and STOCKHOLDER in relation to a company or other corporate body include 'share' and 'shareholder' respectively.

SUBCONTRACTION, as quoted in [Resolution 876](#), means the delegation of general authority for the promotion and sale of international passenger air transportation for the appointing Member by a General Sales Agent to another party by virtue of an agreement which shall be subject to the conditions of this Resolution and the prior written authority of the original appointing Member.

SURETY BOND means a bond issued by an entity on behalf of the Agent, guaranteeing that the Agent will fulfill its obligation to IATA. In the event that the obligations are not met, IATA will recover its losses via the bond—payment of claims to be made by the Agent.

△ **SYSTEM** see TICKETING SYSTEM.

SYSTEM DESCRIPTION means a written specification of the functions and mode of operation of the System.

SYSTEM PROVIDER means the person, company corporation or other legal entity which supplies the system, approved by the Participating Airlines as may be applicable, and which is party to this Agreement.

TERMINATION NOTICE means a notice of termination of the Agent's Passenger Sales Agency Agreement for the purposes of clause 13.2 of the Passenger Sales Agency Agreement.

△ **TICKETING** means a method to document the sale of passenger transportation (electronic ticket) and related services (electronic miscellaneous documents), including Orders billed through the BSP.

TICKETING AUTHORITY means a written authority provided to an Agent by a Member or Airline participating in a BSP, which authorises one or more Locations of the Agent to issue Standard Traffic Documents, refunds or any other electronic form of transaction and to request Offers and to confirm Orders for billing through the BSP. A copy or parallel advice must be sent to IATA.

△ **TICKETING SYSTEM** (sometimes referred to as SYSTEM) means an automated method, including programmes and procedures, which has access to airline PNR data, stored in a CRS or airline reservation system for the issuance of Standard Traffic Documents.

TICKETING SYSTEM PROVIDER see SYSTEM PROVIDER.

TRAFFIC DOCUMENTS means the following forms issued for air passenger transportation over the lines of the Member or Airline and for related services, whether or not they bear a pre-printed individual Member's identification:

- (a) Carriers' own Traffic Documents—Passenger Ticket and Baggage Check forms, Automated Ticket/Boarding Passes, Miscellaneous Charges Orders, Multiple Purpose Documents, Agents Refund Vouchers and OnLine Tickets supplied by Members to Accredited Agents for issue to their customers, and
- (b) Standard Traffic Documents—as defined.

TRANSPORTATION ORDER means an Agent's own order form authorised by a Member for use by the Agent, against which the Member issues its ticket, and containing at least the following information: the name of the passenger, the routing itinerary, the class of travel and the fare.

△ **TRAVEL AGENCY COMMISSIONER** means the person designated under a procedure involving the Director General of IATA and the Chair/CEO of UFTAA or the President of WTAAA, as the holder of that office, or his authorised representative, as provided for in [Resolution 820d](#), and who exercises jurisdiction over matters described in the [Resolution 820e](#) (reviews by the Travel Agency Commissioner).

TRAVEL AGENT'S HANDBOOK (usually called the 'Handbook') means the publication issued under the authority of the Passenger Agency Conference, containing the established Local Financial Criteria, and the IATA Resolutions concerning the Agency Programme. A copy of the Handbook is provided to each Approved Location, and to each applicant seeking IATA Accreditation, and forms part of the IATA Agency Agreement.

UNIVERSAL CREDIT CARD CHARGE FORM (sometimes referred to as 'UCCCF') means the approved form, specified within the BSP Manual for Agents, for Card sales.

WTAAA means the World Travel Agents Associations Alliance.

SECTION 2—DEFINITIONS OF TERMS USED IN RESOLUTION 812

ACCREDITATION means the processes and requirements contained, or referred to, in [Section 2](#) of Resolution 812 (including the Local Financial Criteria and Multi-Country Financial Criteria) to assess whether an Applicant or Agent has the necessary qualifications and financial standing to participate in the Agency Programme according to the type of Accreditation sought.

ADJUSTED RISK EVENT means either the Risk Event of a late or short payment or a payment in the wrong currency.

ADMINISTRATIVE NON-COMPLIANCE means any non-compliance with the Rules that is not recorded in an Agent's Risk History.

APPLICANT means the Person applying for Accreditation and each Person included as an Associate Entity under such application.

ASSOCIATE ENTITY means a Person entered on the Agency List which is included under a Head Entity's Accreditation; such Head Entity may own or manage the business operated by each Associate Entity, with the Head Entity having full legal and financial responsibility for each Associate Entity's obligations under the Sales Agency Rules. Each Associate Entity is subject to the Sales Agency Rules in effect in the country where its Head Entity is situated, and will be assigned an IATA Numeric Code.

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CASH CONDITION means the conditions applicable to the use of the Cash Payment Method, including Financial Security requirements, Remittance Holding Capacity granted and Remittance Frequency applicable.

CASH PAYMENT METHOD means a cash facility where monies collected by the Agent for passenger air transportation or Ancillary Services are remitted to BSP Airlines through the BSP, in accordance with the provisions of [section 6](#) of Resolution 812

GOGLOBAL—see MULTI-COUNTRY ACCREDITATION.

GOLITE—see STANDARD ACCREDITATION WITH NO CASH FACILITY.

GOSTANDARD—see STANDARD ACCREDITATION WITH CASH FACILITY.

HEAD ENTITY means an Accredited Agent's principal business entity which signs the PSAA.

LOCATION for the purposes of [Resolution 812](#) includes Head Entity and Associate Entity.

MULTI-COUNTRY ACCREDITATION (sometimes referred to as 'GoGlobal') means the processes and requirements contained, or referred to, in [section 2](#) of Resolution 812 (including Multi-Country Financial Criteria) to assess whether an Applicant or Agent has the necessary qualifications and financial standing to participate in the Agency Programme by operating in more than one

country in accordance with global accreditation requirements and to utilise all Authorised Payment Methods.

MULTI-COUNTRY FINANCIAL CRITERIA means the global financial criteria applicable to Multi-Country Accredited Agents adopted by the Passenger Agency Conference in relation to all countries or territories governed by [Resolution 812](#) and as set out in [Attachment E](#) of Resolution 812.

NOTICE OF ADJUSTED RISK EVENT means a notification sent to the Agent to advise that some failure has been detected on the Agent's part with regard to the provisions of [section 6](#) of Resolution 812.

REMITTANCE HOLDING CAPACITY means the maximum permitted amount of cash sales comprising All Amounts Owing to IATA, granted to the Agent for monies held in trust, determined in accordance with this Resolution applicable to an Agent's use of the Cash Payment Method.

RISK EVENT means any Risk Event as defined under the Rules.

RISK HISTORY means the history of the Agent's behaviour as reflected by any Risk Event(s) incurred by the Agent under [Resolution 812](#).

RISK STATUS means a status assigned to the Agent based on the outcome of the Agent's financial and Risk History assessments.

STANDARD ACCREDITATION means the processes and requirements contained, or referred to, in [section 2](#) of Resolution 812 to assess whether an Applicant or Agent has the necessary qualifications and financial standing to participate in the Agency Programme operating in a particular country in accordance with local accreditation requirements.

STANDARD ACCREDITATION WITH CASH FACILITY (sometimes referred to as 'GoStandard') means the Accreditation type whereby an Applicant or Agent meets the necessary qualifications and financial standing to participate in the Agency Programme operating in a particular country in accordance with local accreditation requirements with access to a cash facility.

STANDARD ACCREDITATION WITH NO CASH FACILITY (sometimes referred to as 'GoLite') means the Accreditation type whereby an Applicant or Agent meets the necessary qualifications and financial standing to participate in the Agency Programme operating in a particular country in accordance with local accreditation requirements without access to a cash facility.

RESOLUTION 868

PASSENGER AGENCY CONFERENCE STEERING GROUP AND THE AGENCY ADMINISTRATOR

△ PAC(58)868/(except USA)

Expiry: Indefinite
Type: B

WHEREAS the Passenger Agency Conference Steering Group (PSG) analyses and makes recommendations to the Passenger Agency Conference on policy, budgetary and other issues under the jurisdiction of the Conference;

WHEREBY it is hereby RESOLVED as follows:

WHEREAS the Agency Administrator is the IATA official designated by the Director General as the holder of that office, or his authorized representative, and is responsible for the management of the Agency Programmes in accordance with the Rules and Resolutions of the Passenger Agency Conference, and has the authority to act in extraordinary circumstances;

1. TERMS OF REFERENCE OF THE PSG

1.1 to recommend action to the Passenger Agency Conference in the light of changing regulatory and market conditions;

1.2 to consider and recommend enhancements to business practices aimed at improving the industry distribution system;

1.3 to review technological advances of benefit to the Agency Programme and in particular support the development of tools and techniques serving automation;

1.4 to provide guidance to IATA including the Agency Administrator on managing the resources allocated to Passenger Agency Programme activities and for determining relative priorities;

1.5 to provide guidance to the Secretariat with respect to industry distribution matters in between meetings of the Conference;

1.6 to liaise with other IATA Conferences and Committees on behalf of the Conference on matters dealing with Passenger Agency Programme Activities;

1.7 to report regularly to Conference, and make policy and organizational recommendations to improve the effectiveness of Passenger Agency Conference activities;

1.8 to act on behalf of the Conference on urgent proposals affecting the programme provided always that any decision of the PSG will be subject to ratification by the Conference at either a regular meeting or where appropriate by electronic means;

1.9 to review and endorse proposed mail votes prior to their issuance, to provide confirmation of the need for urgent resolution together with any recommendations to improve on the construction of the proposals;

1.10 to create ad-hoc working groups and to address urgent issues which arise between conferences;

1.11 designated representatives from the PSG will be nominated to the Passenger Agency Programme Global Joint Council (PAPGJC).

2. COMPOSITION AND MEETINGS OF THE PSG

2.1 The PSG is comprised of:

- △ • the Chair and Vice Chair of the Conference;
- five (5) members from each Conference Area wherever possible, 2 members from the Financial Services Development Group (FinDev) whose Airlines are not currently members of the PSG;
- plus four additional Members at large;
- △ • Chairs of Conference working groups may be co-opted as members of the PSG.

2.2 Members from each of the Conference Areas shall be elected for a term of three years. Additional Members may be elected by the Passenger Agency Conference to serve for a specific term.

△ 2.3 The PSG Chair shall be the Chair of the Conference.

2.4 Secretariat support shall be provided by the designated IATA official plus other IATA staff he/she deems appropriate for the topics under discussion.

2.5 Attendance at meetings shall be restricted to the designated representatives.

2.6 Observers may be permitted to attend by invitation of the Chairman.

2.7 The PSG shall meet at least once a year, or in any event with sufficient frequency to ensure that it can fulfil its responsibilities.

△ 2.8 Emergency meetings may be called by the Chair as may be required to address extraordinary circumstances which affect the good order of the Agency Programme; such meetings may be held telephonically upon reasonable notice to the designated representatives.

2.9 Failure of a delegate to attend two successive meetings will result in the loss of their seat, except where a valid reason is provided.

2.10 All PSG Delegates must participate as a PAPGJC delegate, on a rotational basis, for terms of at least one year.

3. QUORUM AND VOTING

3.1 Meetings shall be arranged so that at least a simple majority of the designated representatives—being the quorum—are able to be present.

3.2 To the extent that formal voting is necessary, Steering Group decisions shall be taken by simple majority vote of members present.

4. AGENDAS AND MINUTES

4.1 The call of meeting for a regularly scheduled meeting and the meeting agenda shall be circulated to Members of the Steering Group at least 14 days in advance of the meeting. The call of meeting for an emergency meeting and the meeting agenda shall be circulated to Members of the Steering Group at least 24 hours in advance of the emergency meeting. The designated IATA official for Passenger shall act as secretary to the meeting and shall publish minutes promptly following approval by the Chairman.

5. AGENCY ADMINISTRATOR

5.1 The Agency Administrator is the IATA official designated by the Director General of IATA as the holder of that office, or his authorized representative, responsible for the management of the Agency Programme in accordance with the Rules and Resolutions as established by the Conference.

△ 5.2 The Agency Administrator has the autonomy to act in extraordinary circumstances to protect the interests of the Agency Programme. Any action taken in extraordinary circumstances shall be reported immediately to the PSG Chair and shall be reviewed by the PSG at the next meeting or at an emergency meeting if deemed appropriate by the PSG Chair.

RESOLUTION 876**NON-AIRLINE PASSENGER GENERAL SALES AGENTS**

PAC(56)876(except USA)

Expiry: Indefinite
Type: B

RESOLVED that,

1. DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

2. SEPARATION OF FUNCTIONS

no location of an Agent shall be appointed Passenger or Cargo General Sales Agent if the Agent has (an) Approved Location(s) within any country included in whole or in part in the proposed territory of the GSA.

3. CRITERIA

3.1 the GSA is expected to provide and maintain premises and security for his Principal's Traffic Documents and employ qualified staff to a standard not less than that required to be attained by Accredited Agents in the territory for which the GSA is appointed by the Principal;

3.2 unless otherwise authorised by any other Resolution of the Passenger Agency Conference the reporting and remitting cycle to be followed by the GSA shall be no less frequent than that applicable to an Accredited Agent located in the territory for which the GSA is appointed by the Principal.

4. COMMISSION

4.1 for the services provided by the GSA on behalf of the Principal an overriding commission may be paid as authorised from time to time by the Principal on passenger sales of transportation over services of the Principal made within the GSA's territory, except that for sales paid for outside the territory of the GSA, overriding commission need not be paid to a GSA in whose territory the ticket is issued on credit authorised by the Principal for collection outside the territory of the GSA;

4.2 overriding commissions paid are calculated on the net revenue values of uplifted transportation documents where carriage is performed over one or more sectors of the Principal's routes;

4.3 for sales services (sales functions normally performed by an Agent), the GSA shall not be entitled to any remuneration in excess of the commission that would have been payable to an Agent as authorised by the Member; provided that the transportation on which such commission may be paid shall not extend beyond transportation over the Principal's services and any connecting through air transportation;

4.4 the overriding commission referred to in Subparagraph **4.1** of this Paragraph may be paid for all sales made in the GSA's territory for transportation over the services of the Principal;

5. RELATIONSHIP OF GSA WITH AGENTS

the provisions of the applicable Passenger Sales Agency Rules governing the reporting and remitting as well as commission and beneficial services shall apply to the relationship of a GSA with Agents.

6. DISBURSEMENT OF COMMISSION (EXCEPT IN AUSTRALIA, EUROPEAN UNION AND EUROPEAN ECONOMIC AREA COUNTRIES)

6.1 Members shall authorise disbursement by a GSA of its applicable commission referred to in Subparagraph **4.3** of this Resolution only to the person to whom the GSA has subcontracted its General Sales Agency authority, if any, and to Agents as provided in the Passenger Sales Agency Rules;

6.2 Members shall prohibit disbursement by a GSA of all or any portion of its overriding commission to any person whatsoever; provided that a GSA who, pursuant to this Resolution has subcontracted its General Sales Agency authority to another GSA, may disburse all or any portion of its overriding commission to such other GSA.

7. GENERAL SALES AGENT'S TERRITORY

7.1 when a GSA is appointed, the territory in which it may exercise the authority delegated by the appointing Member shall be clearly defined in the agreement between the parties concerned;

7.2 no Member shall appoint more than one GSA in any given territory.

8. NOTIFICATION

any Member appointing a GSA shall, within 30 days from the date of signing the agreement of appointment, notify the Agency Administrator; such notification shall indicate the name of the GSA and the addresses of all offices where it will perform sales functions on behalf of the Principal in the territory, the effective date of the appointment and the GSA territory; Members shall

similarly notify any subsequent changes to the appointment affecting the information supplied in the original notification.

9. SUBCONTRACTION

when a Member subcontracts its appointment as GSA for another Member to its own GSA, the subcontracting Member shall, within 30 days of the Subcontraction, notify the Agency Administrator of such Subcontraction (as well as any further Subcontractions) indicating the name of the appointing Member, the name and address(es) of the GSA to which the appointment is subcontracted, the effective date of the Subcontraction and the GSA territory.

10. GENERAL SALES AGENCY

The Agency Administrator shall maintain a list of GSAs appointed by Members pursuant to Paragraphs 8 and 9 of this Resolution, and shall furnish all Members annually with an up-to-date copy of such list.

11. RESPONSIBILITY

it shall be the responsibility of each Member to see that its GSA does not contravene Members' tariffs and the Resolutions of the Passenger Procedures Conferences.

GOVERNMENT RESERVATIONS

NEW ZEALAND

This approval is governed and conditioned by the New Zealand Government reservation on [Resolution 001](#) to the effect that it must be clearly understood that approval by the New Zealand Government of IATA Resolutions does not exempt operators from their individual obligations to file proposed fares, rates, charges and rates of, and bases of calculating commission (which last term shall include any rewards, rebates, discounts, gifts, prizes or any other inducements) and to apply for approval under the terms of a licence issued under the provisions of an air transport agreement and any New Zealand acts and regulations in force. (16.6.80)

RESOLUTION 876b

NOTIFICATION OF APPOINTMENT OF AN AIRLINE AS PASSENGER GENERAL SALES AGENT

PAC(26)876b(except USA)

Expiry: Indefinite
Type: B

RESOLVED that

any Member appointing another airline as its Passenger General Sales Agent (GSA) shall, within 30 days from the time of signing the agreement of appointment, notify the Agency Administrator; such notification shall indicate the name of the GSA, the effective date of the appointment and the GSA territory; Members shall similarly notify any subsequent changes to the appointment affecting the information supplied in the original notification.

RESOLUTION 880

REDUCED FARES FOR ACCREDITED PASSENGER SALES AGENTS

PAC(56)880(except USA)

Expiry: Indefinite
Type: B

RESOLVED that, for the purpose of facilitating the conduct of business operations relative to international air transportation for Accredited Agents situated elsewhere than in the USA, Members may, at their option and subject to the conditions contained in this Resolution, grant to Accredited Agents international air passenger transportation at a discount.

DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

1. AGENT ELIGIBILITY

each Approved Location of an Agent may qualify for reduced fare transportation under this Resolution provided all the following minimum eligibility requirements are met:

1.1 at the time of application the Agent shall have had at least one Approved Location on the Agency List continuously for a period of not less than 12 months; and

1.2 at the time of application, through to the time of proposed travel, the Agent must not be under notice of default; or

1.3 at the time of application, through to the time of proposed travel, the Approved Location of the Agent must not be under suspension.

2. ELIGIBILITY OF PERSON TRAVELLING

a reduced fare ticket may be issued under the provisions of this Resolution to the sole proprietor, partner, director and/or employee of an Agent when they meet all the requirements per section [2.1-2.4](#): Holders of a Travel Agent ID Card meet the requirements per sections [2.1-2.4](#) as confirmed by IATA through the ID Card Programme and Members may consider such holders eligible for a reduced fare ticket, upon validation of the Agent's unique 10 digit verification number.

2.1 have been in the service of the said Accredited Agent continuously and without interruption for not less than 12 months immediately prior to the date of such Application; provided that a period of not less than three months' service with the Agent shall suffice where the person travelling was in the service of another Accredited Agent not more than 60 calendar days before commencing his present employment and was eligible under this Resolution; and

2.2 devote in a full-time capacity all or substantially all of his time directly to the promotion and sale of travel, including air transportation, on behalf of the Accredited Agent making such application, either at an Approved Location of the Agent or at the Agent's listed Administrative Office within the same country; and

2.3 be salaried and/or paid on a commission basis and be shown on appropriate disbursement records of the Agent; and

2.4 in the case where he is an employee whose full-time employment is not on the premises of the Approved Location or the listed Administrative Office of the Agent:

2.4.1 work hours not less than those normal for other eligible staff at such Agent's Approved Location, and he must be assigned to such Approved Location or listed Administrative Office and report there in person at least once a month, and have no other gainful employment. Additionally he must be carried regularly and in good faith on the payroll or other relevant disbursement records of the Agent, or

2.4.2 have been transferred directly from an Approved Location where he met the requirements of Subparagraph [2.1](#) of this Paragraph, to another location of the Agent for which an application for accreditation has been made but is still pending; provided that such employee's eligibility shall cease upon the first disapproval of the application; provided further that any tickets issued to such an employee shall not increase the total number of tickets permitted by this Resolution.

3. SUBORDINATES OF ELIGIBLE PERSONS

the eligibility of a person shall not in itself render eligible such person's subordinates who shall be eligible only if they meet all the applicable requirements of this Resolution.

4. FARE REDUCTION FOR SPOUSE

the spouse of a person travelling under the provisions of this Resolution may also be granted reduced fare transportation provided that;

4.1 the couple travel together from the point of origin to the point of destination in case of one way trips, or to the point of turnaround in case of round trips, or to the highest rated point in case of circle trips;

4.2 the discount granted is not greater than 50% of the applicable fare; provided that the discount shall only be applied to fares on which the discount for Agents provided for in this Resolution also applies;

4.3 under this Paragraph no person shall receive more than one reduced fare ticket per calendar year from any one Member;

4.4 such ticket shall not be deducted from the Agent's annual allotment described below;

4.5 nothing herein shall preclude a spouse who is independently eligible for reduced fare transportation under the provisions of Paragraph 2 from applying and travelling in accordance with the provisions of this Paragraph.

5. ANNUAL ALLOTMENT AND DISCOUNT

5.1 an annual allotment of two tickets, for one way, round or circle trip transportation in respect of each Approved Location of the Agent may be issued by each Member per calendar year at a discount of not more than 75% of the applicable air fare for the class of service used; provided that notwithstanding any conditions governing special fares, such tickets may not be issued using special inclusive tour basing fares. Where the charge for air transportation consists of a fare and a surcharge, e.g. weekend, business class, the discount shall be based on the fare and such surcharge, but shall not be applied to excess baggage charges or to any surcharge specifically excluded by the Member from the application of the discount. Any tickets issued to an eligible person attached to an Agent's listed Administrative Office shall not increase the total number of tickets permitted by this Resolution;

5.2 ICELAND ONLY notwithstanding Subparagraph 5.1 of this Paragraph, Members operating services to and from Iceland may provide Accredited Agents having one or more Approved Locations in that country with an unlimited number of tickets at a 50% discount over their lines between Iceland and UK/Scandinavia; provided this shall apply as long as there are not more than three Members serving Iceland.

6. APPLICATION FORM AND PROCEDURE

6.1 when applying for reduced fare transportation the responsible official of the Agent shall fully complete and sign the Application Form prescribed in Attachment 'A' to this Resolution and submit it in advance to all air carriers participating in the itinerary. All such carriers shall be responsible for granting approval and for the arrangements for issuance of their own Traffic Document on their own services and on the services of another air carrier, if applicable. In the latter instance the Agent, if so required by the ticketing Member, shall obtain and submit to the ticketing Member the written concurrence of all other air carriers participating in the itinerary;

6.2 whereas only a Member or where applicable the Member's General Sales Agent having duly appointed the Agent pursuant to the Passenger Sales Agency Rules may issue or cause to be issued reduced fare tickets under the provisions of this Resolution, other Members participating in the transportation need not have so appointed the Agent. The Member receiving the Application shall not grant the reduced fare transportation if it knows or reasonably should have known that the eligibility requirements or other requirements have not been met.

7. ACCEPTANCE PROCEDURE

the Member to which the Application is made need not accept it for processing. The Member may accept the Application if, in the Member's opinion, it covers travel by a person qualified to benefit under the provision of this Resolution.

8. TICKET ALLOTMENT—DEDUCTIONS

8.1 a deduction shall be made by each Member participating in the transportation granted from the Approved Location's annual allotment with such Member. However, where a reduced fare ticket is issued, in whole or in part over a line which is operated in pool the deduction pertaining to the pool sector shall be made by the pool partner Member issuing the ticket, whether or not that Member operates the actual pool service used; furthermore, where in an interchange service the aircraft of one Member operate a through service from points on its routes to points on another Member's routes, under charter to such other Member, the deduction shall be made only by the Member operating the flight, when the person travels exclusively on the interchange service;

8.2 irrespective of the actual Approved Location or listed Administrative Office where the passenger works, upon agreement between the Member and the Agent the deduction may be made from the annual allotment of any Approved Location of the Agent in the same country, as long as the aggregate number of tickets which the Member may grant the Agent pursuant to Subparagraph 5.1 of this Resolution is not exceeded;

8.3 an Agent shall not be allowed to reimburse a Member for a reduced fare ticket(s) issued and used for the purpose of reinstating any of its annual allotment for other reduced fare transportation.

9. ISSUANCE, REPORTING AND REMITTANCE OF REDUCED FARE TICKETS

the ticket issuing Member may either issue the reduced fare ticket directly or instruct the Agent to issue it. Commission or other remuneration shall not be claimed or retained by the Agent nor paid by a Member in respect of the reduced fare transportation provided in accordance with this Resolution. The reporting and remitting procedures applicable under the Passenger Sales Agency Rules shall apply in respect of reduced fare tickets; provided that:

9.1 where the Member issues the ticket a billing shall be promptly sent to the Agent and shall be settled directly by the Agent with the Member within 15 days of billing; or

9.2 where the Agent is instructed to issue the ticket such ticket shall be included in the next Agency sales report under Billing and Settlement Plan reporting procedures and remittance shall be made accordingly; or

9.3 where the Agent is instructed to issue the Member's Traffic Document the Agent shall report the issue in the

next Sales report due to the Member and remit the amount due in accordance with the remitting provisions set forth in the applicable Passenger Sales Agency Rules.

9.4 the ticket must be issued in the calendar year of application; and

9.5 in no case shall the ticket validity be more than three months from date of issue.

10. BILLING WHERE ISSUANCE PRECEDES CONCURRENCE(S) OF PARTICIPATING AIR CARRIERS

notwithstanding the provisions of Paragraph 8 of this Resolution where one or more participating air carriers' concurrences have been requested by a Member but have not been received prior to departure date, such Member may cause the ticket to be issued, subject to the following conditions:

10.1 the ticket is issued not earlier than ten days after the Application for the reduced fare transportation has been received; the Agent gives a written guarantee he will pay, within 15 days of billing to the issuing Member, the full applicable fare for each sector for which a concurrence has been refused; the Member must render such billing within 30 days of the date of receipt of any such refusal;

10.2 the Agent must, within 15 days of the Billing Date, settle the remittance due directly with the issuing Member to be passed to the respective air carrier concerned. If the Agent does not remit within such 15 day period, the irregularity and/or default procedures otherwise applicable to the Agent under the provisions of the Passenger Sales Agency Rules shall apply.

11. CHANGE IN ELIGIBILITY

if at any time prior to the commencement of the travel there is a change affecting the eligibility of the person travelling, either as a consequence of a change in status of such person (e.g. discontinued employment) or of the status of the Agent or Approved Location (e.g. the Agent or Approved Location comes under notice of default) the Agent shall immediately so notify the Member whose ticket is used and shall immediately return the ticket to that Member. The travel approval granted by the Member shall no longer be valid; provided that the Member shall be responsible for cancelling the reduced fare transportation only if it knows or reasonably should have known of the changed eligibility.

12. RETROACTIVE APPLICATION

notwithstanding the Application in advance requirement in Paragraph 6 of this Resolution it shall be permissible for a Member to accept an Agent's retroactive Application where there were exceptional and compelling reasons why the Agent was unable to make Application in advance; such retroactive acceptance may be granted if an Application is submitted not later than three months after date of purchase of the full fare ticket, in which case

it must be deducted from the annual allotment of the year when the full fare ticket was issued; provided (i) that the Agent is in all other respects eligible for such reduction; and (ii) that the Member accepting such retroactive Application shall obtain from the Agent and maintain on file for at least two years a letter explaining the exceptional and compelling reasons for such retroactive Application.

13. RECORDS

each Accredited Agent shall maintain, for not less than two years from the date of Application and hold immediately accessible, adequate records to substantiate the Agent's certification that a person named in any Application qualifies for reduced fare transportation. Such records shall be open to inspection by a Member to which an Application is made and shall include the following:

13.1 payroll ledger and cancelled cheques, money orders or other proof of payment of salary, wages and/or commissions as well as all deductions for taxes and social security (or equivalent) in the case of an employee;

13.2 cash disbursement books and cancelled cheques, money orders or other proof of payment of salary or other remuneration for services rendered, made in the case of a sole proprietor, partner and/or director, eligible as defined herein;

13.3 service agreements, contracts, time sheets or other documentary proof of the degree of service required from each sole proprietor, partner, director and/or employee to whom payment of remuneration is shown under Subparagraphs 14.1 and 14.2 of this Paragraph;

13.4 copies of all Applications accepted by the Member to which the Application was made.

14. LIABILITY FOR ACCURACY OF APPLICATION

the Agent shall be solely responsible for the accuracy of each and every Application. In the event that the Agency Administrator receives a complaint in writing that the Agent, in an Application for reduced fare transportation under the provisions of this Resolution, has made a material misrepresentation, and the Agency Administrator finds that a prima-facie case has been established, he shall initiate a review by the Travel Agency Commissioner. If the Commissioner determines that the Agent did make a material misrepresentation in its application, the Agent in respect of its Approved Locations in the country concerned shall be deemed to have forfeited all reduced fare transportation privileges available under the provisions of this Resolution for a period of two years commencing 30 days after the date of the Commissioner's decision. For purposes of this Paragraph a material misrepresentation is any statement in or omission from an Application which conveys or implies that the Agent, or the person on whose behalf the reduced fare transportation is requested, is eligible for the grant of such reduced fare transportation when in fact either the Agent or such person is not so eligible.

GOVERNMENT RESERVATIONS

CANADA

Nothing in said Resolution or acceptance thereof shall be construed as limiting in any way the statutory power and duty of The National Transportation Agency of Canada to approve the issuance of any and all free and reduced fare transportation by air carriers subject to the Agency's jurisdiction and under such terms, conditions and forms as the Agency may direct, and that the issuing of such other free or reduced rate transportation shall not be deemed by the International Air Transport Association or any Member thereof to be contrary to any Resolution or Rule of the Association or to the provisions of any agreement to which such air carriers are party as Members of the Association. (10.6.76)

INDIA

A sole proprietor, partner or director of an IATA approved agent or any other official deputed by such an approved agent in India will be exempt from the eligibility requirements stipulated in Subparagraph 2.2 in respect of travel from/to India, provided that Department of Tourism and the Government of India has released exchange to the agency for promotion of tourism to India. (13.04.81)

MEXICO

Nothing in Resolution 203 (now 880) will limit in any way the laws or the regulatory authority of the Secretary of Communications and Transport to issue one or more passes for air transportation. (5.3.79)

SOUTH AFRICA

Its terms shall not be construed as having any bearing on the transportation of an IATA Sales Agent (including its directors, officers and employees or the spouse or dependents of any thereof) exclusively on or over the domestic air services operated within the Republic of South Africa or the Territory of South West Africa, or between the Republic and the said Territory.

RESOLUTION 880

Attachment 'A'

XYZ TRAVEL AGENT (use Travel Agency letterhead)

APPLICATION FORM—REDUCED FARE TRANSPORTATION [RESOLUTION 880](#)

IATA Airline to which Application is made:
Address of Approved Location/Administrative Office where person travelling (passenger) is employed (or to which he reports)

Office Telephone No.:

Family name of passenger: Mr/Mrs/Miss

First name and initial of passenger:

Position/title of passenger:

Given name of accompanying spouse, (if applicable):

Details of Itinerary Requested (reservations to be made by the Agent):

From	To	Airline	Flight No.	Date
.....
.....
.....

The undersigned being duly authorised to sign on behalf of the Accredited Agent has read and understood the terms and conditions of [Resolution 880](#) and declares that this Application is made in accordance with those terms and conditions. In particular, the clauses relating to eligibility of the Agent and eligibility of the person travelling have been noted.

We undertake to pay the amount of fare due to the Airline as a consequence of this Application.

We further undertake to pay the full applicable fare for each sector for which the transporting Airline's concurrence has been refused and to remit such amount within 15 days of billing by the Airline whose ticket has been issued.

It is understood that we must inform you of any change in eligibility and we will thereupon return any tickets issued in response to this Application.

We certify that the information submitted in this Application is complete and accurate in all respects. We understand that any material misrepresentation on this Application will result in action being taken under [Resolution 820e](#) as appropriate. Such action may include forfeiture of reduced fare transportation privileges.

Name:

Position in agency:

Signature:

Official Stamp of the Agent

If held, Travel Agent ID Card Nbr.

IATA

Other (specify)

Date of this Application:



Passenger Agency Conference Resolutions Manual

CERTIFICATION TO AIRLINE FOR SPOUSE TRAVEL

I hereby certify that the person above and accompanying me on the travel applied for is my spouse. I am familiar with the restrictions governing our joint travel as outlined in [Resolution 880, Subparagraph 4](#). I have not received from you a reduced fare spouse's ticket during this calendar year.

Mr/Mrs

.....

(Signature of passenger named in Application)

* This form is to be reproduced exactly as appears in the IATA publication with no omissions deletions or alterations. It is to be completed either by typewriter or by hand, in ink, using block letters.

RESOLUTION 880a**IATA TRAVEL AGENT IDENTITY (ID) CARD**

PAC(56)880a(except USA)

Expiry: Indefinite
Type: B

WHEREAS Members, from time to time and subject to certain conditions, grant concessional travel to staff of their appointed Agents and

WHEREAS other travel industry principals similarly grant concessions to travel agency staff and

WHEREAS IATA Members and other travel industry principals wish to ensure that applicants seeking such concessional privileges are bona fide travel agency staff and meet the applicable conditions related to such concessions and

WHEREAS IATA has developed an IATA Travel Agent ID Card which serves to identify such travel agency staff and to enable their bona fides to be easily verified, now it is

RESOLVED that, notwithstanding any other Passenger Agency Conference Resolution governing reduced fare transportation for Passenger Sales Agents, Members may, additionally, indicate their acceptance of the IATA Travel Agent ID Card as evidence of the status of an applicant for concessional travel and/or require an applicant to hold a valid IATA Travel Agent ID Card and to support application for reduced fare tickets by written details of any IATA Travel Agent ID Card held by the applicant.

1. PARTICIPATING MEMBERS

1.1 the IATA Travel Agent ID Card is in circulation globally and Members who, in one or more countries, recognise the IATA Travel Agent ID Card as evidence of the status of an applicant for concessional travel and/or require applications for reduced fare transportation over their services in accordance with [Resolution 880](#), to be supported by details of an IATA Travel Agent ID Card must notify IATA;

1.2 IATA will maintain and publish on its website, from time to time, a list of Members who have indicated their recognition of the Card as a travel agency employee credential, together with an indication of the extent to which and the circumstances under which, for those Members, an IATA Travel Agent ID Card is a requisite to support an application for reduced fare transportation.

1.3 the Agency Administrator shall, on request from the Member(s) concerned, make revisions to the lists shown and information provided in Attachments 'A' and 'B'.

2. ISSUANCE, RECORDS, REPORTING AND REMITTANCE OF REDUCED FARE TICKETS

2.1 pursuant to the provisions of Paragraph [9](#) of Resolution 880, it will also be required that;

2.1.1 where the Agent is instructed to issue the ticket, in accordance with Paragraph [9.2](#) or [9.3](#) of Resolution 880:

2.1.1.1 it will be issued in accordance with the Member's rules and procedures for reduced fare transportation as soon as space has been reserved for any sector covered by the ticket,

2.1.2 the Agent will be responsible for observing any restriction applicable to such sales, including their availability, and for subsequent deduction from the annual allotment provided for under Paragraph [8](#) of Resolution 880 and the payment requirements of Paragraph [10](#) of Resolution 880.

3. FARE REDUCTION FOR SPOUSE

3.1 when the spouse of a person travelling under the provisions of this Resolution and [Resolution 880](#) is also granted reduced fare transportation:

3.1.1 the spouse must, when travelling separately, carry and make available upon demand by a representative of a Member providing the transportation a photocopy of the IATA Travel Agent ID Card used to support the application.

RESOLUTION 884

REDUCED FARES FOR DELEGATES ATTENDING OFFICIAL JOINT INDUSTRY MEETINGS

PAC(33)884(except USA)

Expiry: Indefinite
Type: B

RESOLVED that,

1. for the purpose of attending a properly convened joint IATA/UFTAA meeting, or any other meeting under the auspices of IATA, the following persons may be provided by Members with international air passenger transportation to and from the point where such meeting is being held:

1.1 the Secretary General of UFTAA;

1.2 any professional official employed by a national or regional Travel Agent Association (e.g. Secretary General or his titular equivalent);

1.3 any person eligible for travel under [Resolution 880](#) who will be representing UFTAA, or any other Travel Agent's Association as provided in Subparagraph 1.2 above, in an official capacity at such a meeting.

2. the delegate shall be listed and his function identified in the official convening notice of the joint meeting issued by the Agency Administrator in advance of the meeting and such convening notice shall serve as authority for the delegate to request a Member to provide reduced fare air transportation hereunder.

3. the names of such delegates to be included in a meeting convening notice shall be duly given in writing in advance by the Secretary General, or titular equivalent, of the participating organisation, to the Agency Administrator.

4. the international air passenger transportation may be provided at a discount up to 100% of the applicable air fare for the class of service provided. Where the charge for air transportation consists of a fare and a surcharge, e.g. weekend, business class, the discount shall be based on the fare and such surcharge, but the discount shall not be applied to excess baggage charges or to any surcharge specifically excluded by the Member from the application of the discount.

5. the outward portion of travel must be commenced not earlier than five days before the date of commencement of the meeting as stated in the said convening notice and travel is to be completed within five days from the close of the meeting; provided that no break of journey shall be allowed except at connecting points and such travel shall be on a direct routing.

6. in all other respects such transportation shall be subject to the conditions of [Resolution 880](#) except that in respect of such persons as described in Subparagraph 1.3 of this Resolution no charge will be made against the Agent's annual allotment.

RESOLUTION 884a**REDUCED FARE TRANSPORTATION
FOR NATIONAL TRAVEL AGENCY
ASSOCIATION OFFICIALS**

PAC(38)884a(except USA)

Expiry: Indefinite
Type: B

RESOLVED that,

1. for the purpose of attending the Annual Congress of the United Federation of Travel Agents' Associations (UFTAA) and the UFTAA annual meeting of Chief Executives of national travel agency associations which associations are members of UFTAA, Members may provide such Chief Executives, or one of their deputies, with reduced fare transportation at a discount of 75% of the applicable published fare.

2. ELIGIBILITY

2.1 reduced fare transportation shall be granted only to the officials described above, who are paid officials of such a travel agency association (and who, in consequence do not in their own right qualify for such travel under the provisions of [Resolution 880](#)) and who devote all or substantially all of their time on behalf of that association during normal business hours;

2.2 such officials shall have been in the service of the association continuously and without interruption for a period of not less than 12 months immediately prior to the date of application for such reduced fare transportation.

3. DOCUMENTATION

3.1 the UFTAA Secretary General shall provide to the Agency Administrator in writing not later than 31 January each year a listing of the names and titles of the qualifying national travel agency association official(s) as described above;

3.2 the UFTAA Secretary General shall provide to the Agency Administrator not later than 60 days prior to the commencement of each meeting details of such meeting and the Agency Administrator shall circulate this information to Members;

3.3 written application on the letterhead of the national travel agency association shall be submitted to the ticketing Member at least 14 days before travel and shall set forth all qualification details and facts regarding the time, place and purpose of the meeting;

3.4 for sectors over the services of other carriers the ticketing Members shall obtain concurrence from that/ those carrier(s) in writing prior to issuing the tickets;

3.5 the Member receiving the application shall not grant the reduced fare transportation if it knows or reasonably should have known that the requirements have not been met.

4. VALIDITY

the outward portion of travel must be commenced not earlier than five days prior to the commencement date of the meeting and travel shall be completed within five days from the closing date of that meeting; provided that no break in journey shall be allowed except at connecting points and such travel shall be on a direct routing.

RESOLUTION 886

MEMBERS' GROUP VOCATIONAL TRAINING TRIPS FOR ACCREDITED PASSENGER SALES AGENTS

PAC(38)886(except USA)

Expiry: Indefinite
Type: B

RESOLVED that,

1. free or reduced fare transportation for groups of not less than six persons travelling on a trip organised by one Member or jointly by two or more Members may be granted by the Member(s), provided each such person issued with a ticket under the provisions of this Resolution is a sole proprietor, a partner, director or employee of an Accredited Agent (but not necessarily of the same Agent), and subject to the following conditions:

2. DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

3. TRIP SOLELY ON MEMBER'S INITIATIVE

3.1 the trip is organised solely upon the initiative of the Member(s) and not at the request or for the convenience of an Agent and is either:

3.1.1 to permit attendance at an organised course of instruction at destination; or

3.1.2 to permit participation in an organised destination familiarisation tour; or

3.1.3 to familiarise the group with a particular aircraft/route operation; in such instances only one person per Location is permitted on such trip;

3.2 provided that no Member shall furnish transportation under the auspices of this Resolution for any reason other than those described in Subparagraphs 3.1.1, 3.1.2 or 3.1.3 of this Paragraph.

4. ASSEMBLY POINT RULES

4.1 Courses of Instruction

persons in the group may depart individually from their point(s) of origin but not earlier than 48 hours prior to the start of the course of instruction and may travel to the assembly point where the instruction is to be given. Travel may however begin earlier than 48 hours beforehand in those instances where the organising Member does not operate a later flight which would ensure arrival prior to the start of the course of instruction;

4.2 Destination Familiarisation Tours

persons in the group may depart individually from their point(s) of origin but not earlier than 48 hours prior to the start of the destination familiarisation tour, to the assembly point where such tour is to commence, and shall travel together on subsequent sector(s) until such organised destination familiarisation tour programme has been completed. Thereafter participants may return individually to their point(s) of origin;

4.3 Aircraft/Route Familiarisation Trips

persons in the group may depart individually from their point(s) of origin, but not earlier than 24 hours, to the assembly point where the aircraft/route familiarisation trip is to commence. All persons in the group shall however travel together on all subsequent outbound sectors and on the inbound journey to the original assembly point.

5. ELIGIBILITY

notwithstanding Paragraph 1 of this Resolution, persons who are employed by Accredited Agents which are not under notice of default at the time of departure may be included in a group set up under this Resolution;

5.1 Courses of Instruction

in respect of travel directly associated with a course of instruction no limitation on the area of origin shall apply;

5.2 Destination Familiarisation Tours

only persons who are working for Accredited Agents located in the Area where travel is to commence may be included in the group;

5.3 Aircraft/Route Familiarisation Trips

only persons who are working for Accredited Agents located in the Area where travel is to commence may be included in the group.

6. CHANGES IN ELIGIBILITY

6.1 if at any time prior to commencement of travel there is a change affecting the eligibility of the Agent or Approved Location or person travelling (e.g. the Agent or Approved Location comes under notice of default or the person travelling leaves the employ of the Agent) the Agent shall immediately so notify the organising Member to which it shall also immediately return the ticket. The Member shall be responsible for cancelling the free or reduced fare transportation only if it knows or reasonably should have known of the changed eligibility;

6.2 notwithstanding Paragraph 1 of this Resolution, in the event that pursuant to Subparagraph 6.1 of this Paragraph a group organised in accordance with this Resolution is reduced to less than six persons, the remaining

members of the group shall nevertheless be permitted to travel under the terms of this Resolution.

7. DEDUCTION FROM ANNUAL ALLOTMENT

tickets issued hereunder shall be deducted from the annual allotment of the Agent under the provisions of [Resolution 880](#); provided that two tickets per Member per calendar year for each Approved Location are exempted from this requirement; provided further that prior to the Agent becoming eligible for reduced fare transportation under [Resolution 880](#), not more than two tickets per Member for each Approved Location may be issued under this Resolution.

8. APPOINTMENT BY ISSUING MEMBER

notwithstanding the fact that not all Members participating in the carriage may have appointed the Agent(s) concerned, free or reduced fare transportation may nevertheless be granted under the terms of this Resolution provided that the Member issuing or arranging for the issue of the ticket has duly appointed the Agent in accordance with the Passenger Sales Agency Rules.

9. PASSENGER EXPENSES

9.1 for travel involving an organised course of instruction at destination or participation in a destination familiarisation tour, Members are permitted to arrange and to pay for, if necessary, the hotel expenses, meals, surface transportation, local taxes, sightseeing and airport service charges, limited to points along the route over which the passenger travels on the flight, for a maximum of ten days except that for journeys wholly within geographical Europe such absorption of expenses is permitted for a maximum of eight days;

9.2 where early arrival for a full-time course of instruction is necessitated by the circumstances described in Subparagraph 4.1 of this Resolution, the organising Member may additionally pay for expenses incurred between time of arrival and time of commencement of the course up to a maximum of 48 hours only.

10. EXPENSES EN ROUTE

in addition to the expenses provided for in Paragraph 9. of this Resolution, Members may, for all categories of trips organised under this Resolution, pay any en-route expenses permissible under Members' tariffs.

11. TRANSPORTATION TO/FROM ASSEMBLY POINT

the organising Member is permitted to pay the cost of ground and/or air transportation to and from the assembly point on other carriers' services, when such tour is an

organised course of instruction or a destination familiarisation tour whether or not such travel is at the discount provided for in [Resolution 880](#).

12. ESCORTS

a Member may provide one or more of its employees to act as escort, guide or instructor for groups travelling under the provisions hereof.

13. TICKET VALIDITY, DISCOUNT AND CONCURRENCES

the ticket validity shall be from seven days before until seven days after any trip listed in Paragraph 4: except that for any persons returning individually as provided for in Subparagraph 4.2 and travelling with other than the organising Member, the discount, concurrence procedure and ticket validity shall be in accordance with the provisions of Subparagraph 5.1 and [Paragraph 8](#) of Resolution 880.

GOVERNMENT RESERVATIONS

CANADA

Nothing in Resolution 203b (now 886) or approval thereof shall be construed as limiting in any way the statutory power and duty of The National Transportation Agency of Canada to approve the issuance of any and all free and reduced fare transportation by air carriers subject to the Agency's jurisdiction and under such terms, conditions and forms as the Agency may direct, and that the issuing of such other free or reduced rate transportation shall not be deemed by the International Air Transport Association or any Member thereof to be contrary to any Resolution or Rule of the Association or to the provisions of any agreement to which such air carriers are party as Members of the Association. (10.6.76)

MEXICO

Nothing in Resolution 203b (now 886) will limit in any way the laws or the regulatory authority of the Secretary of Communications and Transport to issue one or more passes for air transportation. (5.3.79)

UNITED STATES

Order 71-12-39 dated 16 December 1971: Approval of said Resolution, insofar as it is applicable in air transportation as defined by the Federal Aviation Act of 1958, shall not be construed as:

- (a) *an exemption from the requirements of filing tariff provisions as a condition precedent under Section 403 of the Federal Aviation Act of 1958 to the issuance of passes to any person described in said Resolution;*
- (b) *a determination as to whether a violation of Section 404 of the Federal Aviation Act of 1958 would result from the issuance of passes pursuant to such Resolution whether or not tariff provisions applicable thereto have previously been filed with the Board; and*
- (c) *an exemption from the provisions of the Board's Economic Regulations relating to tariffs for free or reduced rate transportation.*

RESOLUTION 888

FREE OR REDUCED FARE TRANSPORTATION FOR IATA PASSENGER GENERAL SALES AGENTS

PAC(56)888(except USA)

Expiry: Indefinite
Type: B

RESOLVED that, free or reduced fare transportation to officials and employees of an IATA Passenger General Sales Agency may be provided by a Member employing such General Sales Agent over its lines under the following conditions:

1. tickets may be issued for one way, round or circle trips at a discount up to 100% of the published fare when such transportation is for the Member's business.
2. tickets may be issued for one way, round or circle trips at a discount up to 100% of the published fare when such transportation is for the personal vacation purposes of officials and employees of an IATA Passenger General Sales Agent (including members of their immediate family), but not to exceed one such pass per person per calendar year; provided that such official or employee devotes all or substantially all of his time to the business of the IATA Member (or Members, where the Agent is employed by more than one Member); provided further that where an IATA Passenger General Sales Agent is also a Cargo General Agent this facility will be non-cumulative.
3. where the charge for air transportation consists of a fare and a weekend surcharge, stopover surcharge, or peak surcharge, the free or reduced fare transportation will be based on both the fare and such surcharge.
4. the reductions specified in Paragraphs 1 and 2 of this Resolution will apply only to officials and employees of an IATA Passenger General Sales Agent duly appointed by the Member, and in respect to Paragraph 2 above, such appointment must have been in effect continuously for at least 12 months prior to the issuance of the free or reduced fare transportation.
5. to qualify for the reduction specified in Paragraph 2 of this Resolution, the owner or senior officials of the IATA Passenger General Sales Agent will apply in writing to the Member concerned, setting forth in detail all information necessary to the establishment of eligibility for such free or reduced fare transportation.
6. except when the official or employee is travelling on the Member's business, no expenses other than those normally included in the fare shall be paid by the Member.
7. no commission or other remuneration will be paid on the free or reduced fare transportation provided for herein.
8. the reduction provided above will be applicable to Passenger General Sales Agents whether located on-line or at off-line points.

9. notwithstanding Paragraph 4 of this Resolution, but subject to the 12 months requirement therein, where pursuant to Resolution 876 as applicable, a Passenger General Sales Agent has been sub-contracted, the reduction will be applicable to officials and employees of the firm to which the Passenger General Sales Agent has been subcontracted.

10. this Resolution will come into effect only when the following Resolution is declared effective:

CAC1(01)881 (redesignated 889)

CAC2(01)881 (redesignated 889)

CAC3(01)881 (redesignated 889)

GOVERNMENT RESERVATIONS

CANADA

Nothing in Resolution 205 (now 888) or approval thereof shall be construed as limiting in any way the statutory power and duty of The National Transportation Agency of Canada to approve the issue of any and all free and reduced fare transportation by air carriers subject to its jurisdiction and under such terms, conditions and forms, as the Agency may direct, and that the issuing of such other free or reduced rate transportation shall not be deemed by the International Air Transport Association or any Member thereof to be contrary to any Resolution or Rule of the Association or to the provisions of any agreement to which such air carriers are party as Members of the Association. (10.6.76)

MEXICO

Nothing in Resolution 205 (now 888) will limit in any way the laws or the regulatory authority of the Secretary of Communications and Transport to issue one or more passes for air transportation.

UNITED STATES

Order E-12305 dated 31 March 1958:

Approval of this Resolution shall not be construed as:

- (a) *an exemption from the requirements of filing tariff provisions as a condition precedent under Section 403 of the Civil Aeronautics Act of 1938 to the issuance of passes to any person described in the said Resolution;*
- (b) *a determination as to whether a violation of Section 404 of the Civil Aeronautics Act of 1938 would result from the issuance of a pass to any person named in said Resolution pursuant to such Resolution whether or not tariff provisions applicable thereto have been previously filed with the Board;*
- (c) *an acceptance by the Board of the definitions or terms used in said Resolution.*

RESOLUTION 890

CUSTOMER CARD SALES RULES

PAC(57)890/(Mail A469)(except USA) Expiry: Indefinite
Type: B

WHEREAS Members/Airlines wish to grant authority to Agents to conduct Customer Card sales against their card acceptance merchant agreements, and

WHEREAS Members/Airlines and Agents seek to establish a defined series of procedures in order to ensure compliance with card industry rules and to eliminate or substantially reduce their exposure to fraud,

IT IS RESOLVED that the following conditions will apply, and the following provisions will be complied with for the sale of passenger air transportation and Ancillary Services for which payment is made by a Customer Card that is accepted by the Agent on behalf of a Member/Airline in the market/region concerned.

1. DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in [Resolution 866](#).

2. CUSTOMER CARD SALES RULES

The purpose of this Resolution is to provide the authority and related compliance requirements with card industry rules for Agents to make use of the card acceptance merchant agreements of Members and Airlines, collectively referred to in this Resolution as Member(s)/Airline(s), when accepting payment for the sale of passenger air transportation and Ancillary Services.

3. CUSTOMER CARD ACCEPTANCE

3.1 The Agent may accept Customer Cards as payment for the sale of passenger air transportation and Ancillary Services on behalf of the Member/Airline whose Traffic Document is being issued, subject to the provisions of this Resolution and the BSP Manual for Agents, as applicable.

3.2 The Agent will ensure that the type of Customer Card being processed during the sale is accepted for payment by the Member/Airline whose Traffic Document is being issued. The acceptance of any type of Customer Card is set individually by each Member/Airline and nothing in this Resolution will be interpreted as interfering with such independent business decision. If necessary, the Agent may seek clarification by contacting the concerned Member/Airline directly.

3.3 In the event of the Agent accepting a type of Customer Card which is not accepted by the Member/Airline whose Traffic Document is being issued, the Member/Airline will charge the non-payment from the card company to the Agent by means of an Agency Debit Memo (ADM), or, in non-BSP countries, a subsequent

adjustment will be made by the Member whose Traffic Document was issued.

3.4 This Resolution gives authority to accept only a Customer Card when using the card acceptance merchant agreement of the Member/Airline to collect payment for the sale of passenger air transportation and Ancillary Services. The Agent may not accept any other card or payment method that uses the Member/Airline' card acceptance merchant agreement, including any card issued in the name of the Agent or any Person permitted to act on behalf of the Agent, unless specifically authorised by such Member/Airline. A failure to comply with the present paragraph **3.4** will be undertaken under the sole responsibility and liability of the Agent toward the Member/Airline concerned.

3.5 When issuing and reporting Traffic Documents, the Agent must ensure to use the dedicated form of payment code and/or sub-code applicable to the payment method being accepted, as instructed by IATA.

4. SALES MADE WITH CUSTOMER CARDS

4.1 Authority

The Agent is authorised to accept sales using Customer Cards only:

4.1.1(a) when the Customer Card and the Card Holder are simultaneously present at the time of the transaction ("Face-to-Face Transaction"), or

4.1.1(b) for a Signature-on-File Transaction, and any other form of Customer Card sales in which a Customer Card and Card Holder are not simultaneously present, (a "Non-Face-to-Face Transaction"), which will be made under the sole responsibility and liability of the Agent.

4.1.2 No authority for sales for which payment is made by a Customer Card over the internet is included in this Resolution. The Agent must therefore contact Members/Airlines for specific instructions.

4.1.3 Charges against a Member/Airline's card acceptance merchant agreement are not permitted in respect of the Agent's own fees or charges.

4.1.4 A Member/Airline, in its sole discretion, has the right to cancel its authority to use its card acceptance merchant agreement, by notifying the Agent in writing.

4.2 Procedures

In BSP countries, Customer Card sales are subject to the rules and procedures in the BSP Manual for Agents as well as those in this Resolution, provided, that in case of any conflict or inconsistency between the BSP Manual for Agents and this Resolution, then this Resolution will prevail.

4.3 Approved Credit Card Charge Form

When issuing a Traffic Document using a Customer Card, the Agent will raise an approved Universal Credit Card Charge Form (UCCCF), or other signed authority, as

specified in the BSP Manual for Agents or, in non-BSP countries, as specified by the individual Member.

4.4 Customer Card Authorisation

4.4.1 The Agent must obtain an authorisation approval code from the card company for each transaction, and subsequently record it in the assigned space on the UCCCF or any other authority as referenced in Paragraph 4.3.

4.4.2 Such an authorisation approval code must be generated through the GDS system and without any manual interference by the Travel Agent, unless otherwise specified in the BSP Manual for Agents or, in non-BSP markets, as specified by the individual Member.

4.4.3 The Agent recognises that receipt of an approval code from the card company does not guarantee the transaction, and that any such approval code or other authorisation does not (and will not be deemed to) guarantee that the charge will not be disputed. In the case of a rejected transaction, an ADM will be issued by the Member/Airline, or, in non-BSP markets, a subsequent adjustment will be made by the Member whose Traffic Document was issued

4.5 Reporting

The Agent must comply with the local reporting procedures, as contained in the BSP Manual for Agents or, in non-BSP countries, as specified by the individual Member.

4.6 Records

4.6.1 The Agent, in order to demonstrate its compliance with the procedures contained in this Resolution regarding a rejected transaction, must retain all supporting documentation relating to any Customer Card transaction for a minimum period of thirteen (13) months.

4.6.2 As the principal to the card acceptance merchant agreement, the Member/Airline remains the rightful owner of all such supporting documentation.

4.6.3 In the event of material changes to the status of the Agent including, without limitation, the ceasing of operation, there is a continuing obligation on the part of the Agent to ensure that supporting documentation is retained, and can subsequently be made available to Members/Airlines as required.

4.7 Disputed Customer Card Transactions

4.7.1 If the ticketing Member/Airline receives a notice of a dispute relating to a transaction submitted to the card company, the Member/Airline will notify the Agent within 7 days and request appropriate supporting documentation and information, and the Agent will promptly comply with any such request within 7 days.

4.7.2 In the event of a disputed transaction and its subsequent rejection by the card company, the relevant Member/Airline will pass the loss to the Agent which issued the Traffic Document by means of an ADM or adjustment (as provided in Paragraph 3.3 above).

4.7.3 Failure by the Agent to settle any ADM or, in non-BSP countries, any individual Member's adjustment, resulting from any transaction will be dealt with in accordance with Resolution 818g Attachment 'A' section 1.7.2 and 1.7.8 or Resolution 832 sections 1.7.2 and 1.7.8, or Resolution 812 section 6.9.

4.7.4 The Member/Airline must make all reasonable efforts to ensure that only valid chargebacks are transacted, and must provide all reasonable supporting documentation requested by the Agent. Any error made by the Member/Airline or arising from BSP processes must not be passed back to the Agent.

5. FACE-TO-FACE TRANSACTIONS

5.1 The Agent must verify the expiry date, and, where appropriate, the effective date, of the Customer Card.

5.2 The Agent must capture the Customer Card details (Customer Card number, Card Holder, expiry date and, where applicable, effective date) by use of a card imprinter, or electronic "Point of Sale chip terminal" as defined by the card industry. If demanded by the terminal, a PIN may be entered into the terminal by the Card Holder. In addition, in BSP-countries, Customer Card details may, in addition, be entered into the GDS system by the Agent for the purpose of card authorisation, and for submission to the BSP.

5.3 The Agent must obtain an authorisation approval code generated through the GDS system from the card company for each transaction as specified in section 4.4 and without any manual interference by the Travel Agent, unless otherwise specified in the BSP Manual for Agents or, in non-BSP markets, as specified by the individual Member.

5.4 When Customer Card details of first time or unknown customers are entered into the GDS system for the purpose of card authorisation, the Agent (in order to reduce its own exposure to fraud), will obtain from the customer the "Card Verification Value" (which is the 3-digit code printed on the back of the Customer Card, or the 4-digit code printed on the front of American Express cards) and include it in the card authorisation request. The Agent will verify, upon receipt of the authorisation approval code, the result of the "Card Verification Value" check. In case of a MISMATCH notice, the Agent must consider the transaction as rejected and request a different form of payment.

5.5 Storage of the "Card Verification Value" for any reason whatsoever is strictly prohibited at all times.

5.6 The signature of the Card Holder on the validated UCCCF must be witnessed by the Agent and matched against the signature on the reverse of the Customer Card.

5.7 The Agent will not be held liable for payment to the Member/Airline for a Face-to-Face Transaction, provided that the provisions of sections 4 and 5, and, in BSP-countries, any other rules and procedures contained in the BSP Manual for Agents, have been complied with by the Agent.

6. NON-FACE-TO-FACE TRANSACTIONS

6.1 The Agent may, subject to the provisions of this section 6, choose to accept Non-Face-to-Face Transactions including, but not limited to, Signature-on-File Transactions and other card-not-present transactions.

6.2 Signature-on-File Transaction

6.2.1 For a Signature-on-File transaction, where the Card Holder empowers the Agent to issue a Traffic Document with a Customer Card, whereby the charge form bears the remark Signature-on-File in the place of the signature, a clear written arrangement between the Card Holder, the card company and the Agent must exist. Disputes between the Card Holder and the Agent do not release the Card Holder from its liability towards the card company.

6.2.2 A Signature-on-File agreement enables the Agent to sign the UCCCF on behalf of the Card Holder. The agreement must include the following information:

6.2.2(i) definition of the duration of the agreement;

6.2.2(ii) provision for termination by both parties;

6.2.2(iii) requirement for changes to be made in writing;

6.2.2(iv) the number and expiry date of the Customer Card(s);

6.2.2(v) name(s) and sample signature(s) of all parties authorised to make purchases under the agreement

6.3 The Agent must obtain an authorisation approval code generated through the GDS system from the card company for each transaction as specified for in section 4.4 and without any manual interference by the Travel Agent, unless otherwise specified in the BSP Manual for Agents or, in non-BSP markets, as specified by the individual Member.

6.4 When Customer Card details of first time or unknown customers are entered into the GDS system for the purpose of card authorisation, the Agent (in order to reduce its own exposure to fraud), will obtain from the customer the "Card Verification Value" (which is the 3-digit code printed on the back of the Customer Card, or the 4-digit code printed on the front of American Express cards) and include it the card authorisation request. The Agent will verify, upon receipt of the authorisation approval code, the result of the "Card Verification Value" check. In case of a MISMATCH notice, the Agent must consider the transaction as rejected and request a different form of payment.

6.5 Storage of the "Card Verification Value" for any reason whatsoever is strictly prohibited at all times.

6.6 When available and relevant, the Agent will conduct the transaction using any secure protocol as may be mandated by applicable law or as may be applied by the payment card industry.

6.7 Although Card details may have previously been verified by the Agent, the payment of passenger air transportation and Ancillary Services for a Non-Face-to-Face Transaction will be undertaken under the sole responsibility and liability of the Agent.

7. COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)

7.1 Compliance

To protect the customer's data, the Agent must ensure its full compliance with the Payment Card Industry Data Security Standards (PCI DSS) with respect to the issuance of Traffic Documents for which payment is made by a Customer Card that is accepted by the Agent on behalf of a Member/Airline. Should the PCI DSS be amended or modified, the Agent will, at the Agent's sole expense, promptly adjust its processes and policies to remain in full compliance. The Agent assumes full and sole responsibility for the security of any Card Holder data obtained by or provided to the Agent, including, but not limited to, secure handling, storage, transmission, and destruction of any such Card Holder data.

7.2 Requirement for PCI DSS compliance as an Accredited Agent

7.2.1 The Agent must comply with the requirements of the Passenger Sales Agency Rules with respect to PCI DSS.

7.2.2 Unauthorised access, loss, or disclosure of customer data

7.2.2.1 Notification of unauthorised access, loss, or disclosure of customer data

Within 24 hours of discovery, the Agent must notify the Member/Airline of any of the following:

- (i) its non-compliance with any part of the PCI DSS or any claims related to its non-compliance;
- (ii) any unauthorised access to, or unauthorised acquisition, misuse, disclosure or loss of, identifiable customer information obtained by or provided to the Agent, or any related claims;
- (iii) claims related to PCI DSS non-compliance, as described in section 7.3, no later than 24 hours after such access, acquisition, misuse, disclosure or loss, or the Agent's notice of such claim.

7.2.2.2 Assisting in the investigation of unauthorised access, loss, or disclosure of customer data

The Agent will, upon request by a Member/Airline, make all relevant documentation and the individuals responsible for implementing, maintaining, and monitoring the Agent's PCI DSS compliance available to Quality Security Assessors (QSAs), forensic investigators, consultants, or attorneys retained by a Member/Airline to facilitate the audit and review of a Member/Airline's PCI DSS compliance, as well as to a Member/Airline's staff responsible for information technology (IT) audits.

7.3 Indemnification

The Agent, to the extent not addressed in sections 7.1 and 7.2 and to the fullest extent permitted by applicable law, assumes full and sole responsibility and liability for, and agrees to indemnify, defend and hold harmless a Member/Airline, its directors, officers, employees and agents for, any and all claims, loss, injury, damage and related costs (including, but not limited to, reasonable attorneys' fees, expert fees and court costs), whether direct, indirect, consequential or punitive, resulting or arising from, or relating to, non-compliance with the PCI DSS, or the unauthorised access to, or unauthorised acquisition, misuse, disclosure or loss of, identifiable customer information obtained by or provided to the Agent, including, but not limited to, Card Holder data in physical or electronic form, except to the extent that such claims, loss, injury or damage are caused or contributed to by the gross negligence or wilful misconduct of the Member/Airline, its directors, officers, employees or agents.

8. RESPONSIBILITY FOR SUBMISSION OF CUSTOMER CARD TRANSACTIONS

8.1 The Agent is not responsible for the settlement from the card company to Members/Airlines of amounts payable under sales made by Customer Cards approved for such sales by the Members/Airlines whose Traffic Document is issued, provided the Agent complies with all applicable rules and procedures for handling Customer Card sales, including, but not limited to, the reporting actions specified within the BSP Manual for Agents, or in non-BSP countries, the instructions of the specific Member.

8.2 Notwithstanding Paragraph 8.1 above, the Agent must provide reasonable assistance to a Member/Airline that may have difficulty in receiving the settlement due to it.

8.3 When a sale is made by the Agent operating in a BSP market, the Agent must, without delay, ensure that the Customer Card transactions are submitted to the Data Processing Centre or submit the UCCCF described in Paragraph 4.3 of this Resolution, in accordance with the local rules and procedures specified in the BSP Manual for Agents as applicable. If, as a result of any failure by the Agent to comply with all applicable rules and procedures, the Member/Airline is unable to collect the transaction amount due, the Member/Airline will charge the loss to the Agent that issued the Traffic Document by means of an ADM.

9. REFUNDS

9.1 When effecting refunds for sales it has made with a Customer Card, in addition to the obligations described under its Passenger Sales Agency Agreement, the Agent must comply with the rules as detailed in the BSP Manual for Agents, or, in non-BSP countries, by the specific Member.

9.2 Refund amounts of totally unused and partly used Traffic Documents must only be applied to the Customer Card number originally used for payment if the Traffic Document being refunded was solely paid by a Customer Card. In the event that the Traffic Document being refunded was paid by more than one form of payment, the refund will be executed in accordance to [Resolution 824r Section 1](#).

RESOLUTION 890x

PAYMENT FRAUD LIABILITY IN TRANSACTIONS RESULTING FROM AN OFFER

PAC(Mail A336)890x(except USA) Expiry: Indefinite
Type: B

WHEREAS Members/Airlines seek to establish a defined series of procedures to ensure compliance with payment industry rules and to eliminate or reduce their exposure to fraud under the framework of transactions that result from an Offer;

WHEREAS those payments shall be conducted using a payment instrument owned by the customer and are not remitted as cash transactions by the Agent through any BSP;

IT IS RESOLVED that the following conditions will apply, and the following provisions will be complied with, for the sale of passenger air transportation and Ancillary Services for which the payment transaction is entirely conducted by the Member/Airline.

1. AGENT DIRECTS CUSTOMER TO PROVIDE PAYMENT INFORMATION DIRECTLY TO THE AIRLINE

1.1 When the Agent is not party to the processing of the payment transaction related to an Order, the customer shall conduct his payment directly on the Member/Airline's own payment page.

In such instance, the Member/Airline is entirely responsible for the outcome of the payment transaction.

1.2 The Agent will not be held liable for any fraud or disputed transaction occurring on a payment conducted by the customer directly on the Member/Airline's own payment page.

2. AGENT ACCEPTS CUSTOMER PAYMENT INFORMATION ON BEHALF OF THE AIRLINE

This section is applicable when the Member/Airline initiates and conducts the collection of funds through customer payment information provided by the Agent.

2.1 Customer Card as a Form of Payment

2.1.1 The Agent collects from the customer and forwards to the Member/Airline all relevant card and cardholder details, so that the Member/Airline can initiate and conduct the card transaction in its own payment acceptance system.

2.1.2 When requested by the Member/Airline, the Agent initiates customer authentication as specified in secure protocols defined by the card payment industry and forwards the results of the authentication attempt to the Member/Airline.

2.1.3 The Agent is liable for the fraud chargeback risk the Member/Airline is exposed to in building a card transaction out of the customer card payment data provided by the Agent.

2.1.4 When the transaction is subject to card fraud chargeback, as per the applicable rules of the relevant card scheme, the Member/Airline will pass the loss to the Agent in accordance to [Resolution 890, Section 4.7](#).

2.1.5 When the transaction is not subject to card fraud chargeback, as per the applicable rules of the relevant card scheme, the Agent will not be held liable for any fraud or disputed transactions occurring on a payment; by way of example, using any secure protocol as defined by the payment card industry removes the risk of card fraud chargeback.

2.1.6 When the transaction is subject to a commercial chargeback invoking any aspect of the sales process, as per the applicable rules of the relevant card schemes, the Member/Airline and Agent will attempt jointly to resolve the issue in accordance to [Resolution 890, Section 4.7](#).

2.1.7 The Agent is never liable for any dispute regarding the delivery of the product or service purchased by the customer.

2.1.8 To protect the customer's data, the Agent must ensure its full compliance with the payment card Industry Data Security Standards (PCI DSS) in accordance with the provisions published in [Resolution 890, Section 7](#).

3. AGENT REMITTING TO THE AIRLINE WITH CARD AS AN ALTERNATIVE TRANSFER METHOD

3.1 When the Agent wishes to make use of the Agent card as an Alternative Transfer Method to pay for an Order, it must seek the Member/Airline prior consent in accordance with the provisions published in [Resolution 812a](#).

3.2 The ensuing card transaction must follow the rules defined in [Section 2](#) above.

RESOLUTION 892

DISCLOSURE OF POSITIONS TAKEN AT AN IATA MEETING

PAC(37)892

Expiry: Indefinite
Type: B

RESOLVED that, no Member, Airline or Agent shall disclose the position taken by a specific Member or Agent or Airline at an IATA Meeting concerning passenger agency matters.

GOVERNMENT RESERVATIONS

UNITED STATES

Order 80-5-143 issued 21 May 1980 approved Resolution 816 (now 892) subject to the following conditions:

- (a) *That each IATA Member may, at its discretion divulge its own vote or position taken at any IATA meeting; and*
- (b) *That a vote tally be included in minutes of IATA meetings filed with the Board and made available to the public.*

RESOLUTION 896

ALTERNATIVE TRANSFER METHOD PROVIDERS & ALTERNATIVE TRANSFER METHODS [TRANSPARENCY IN PAYMENTS TRANSITION]

PAC(56)896(except USA)

Expiry: Indefinite
Type: B

WHEREAS pursuant to [Resolution 846](#), markets and regions under [Resolution 818g](#) will be transitioned to [Resolution 812](#) and its affiliated Resolutions upon specific parameters being met;

WHEREAS the Passenger Agency Conference wishes to make a wider variety of Payment Methods available to Agents as soon as operationally feasible, it is,

RESOLVED that:

1. The below conditions will apply for the enrolment of products with IATA by Alternative Transfer Method Providers;
2. This Resolution will be implemented in a market(s)/ region(s) upon notification by the Agency Administrator in accordance with the provisions of [Resolution 846](#). Notification of implementation of this Resolution will be given to all Members by the Agency Administrator;
3. When [Resolution 812](#) and [812a](#) are fully implemented in a market, this resolution will no longer apply. Notification will be given by the Agency Administrator with a minimum of 30 days' notice when this is to be applied.

1. ALTERNATIVE TRANSFER METHODS RULES

1.1 The purpose of this Resolution is to provide the authority for Agents to make use of Alternative Transfer Methods for the sale of Standard Traffic Documents on behalf of BSP Airlines, and to provide the requirements for Alternative Transfer Method Providers to enrol their products with IATA.

2. DEFINITIONS

2.1 ALTERNATIVE TRANSFER METHOD means a Payment Method, other than the Cash Payment Method and IATA EasyPay Payment Method, used by the Agent to transfer monies collected from the customer for passenger air transportation or Ancillary Services to the BSP Airline, in accordance with the provisions of this Resolution. This may include a physical or virtual card or account number that is issued in the name of the Agent, any Person permitted to act on behalf of the Agent, or one of the Agent's contracted suppliers.

2.2 ALTERNATIVE TRANSFER METHOD PROVIDER means a supplier of an Alternative Transfer Method.

2.3 STANDARD TRAFFIC DOCUMENTS for the purposes of this Resolution, includes Electronic Miscellaneous Documents (EMDs) and BSP Airlines' own Traffic Documents.

2.4 CUSTOMER CARD PAYMENT METHOD (sometimes referred to as 'Card Sales') means a Payment Method where a Customer Card is used against a BSP Airline's card acceptance merchant agreement as detailed in [Resolution 890](#).

2.5 PAYMENT METHOD is a means to pay monies due for passenger air transportation or Ancillary Services to BSP Airlines, as established by the Passenger Agency Conference. Payment Method refers to both customer payment methods, whereby a BSP Airline receives payment of the monies due from the customer, as well as Agent payment methods, whereby a BSP Airline receives payment of monies due from the Agent via the BSP or an alternative mechanism. Any monies which are collected by the Agent from the customer must be held in trust pending payment to a BSP Airline, in accordance with the provisions of [Resolution 824](#).

3. ENROLMENT OF ALTERNATIVE TRANSFER METHODS BY ALTERNATIVE TRANSFER METHOD PROVIDERS

3.1 Alternative Transfer Method Providers must enlist with IATA prior to enrolling their products as Alternative Transfer Methods for use in a BSP.

3.2 Once enlisted with IATA, the Alternative Transfer Method Provider may enrol their products as Alternative Transfer Methods for use in a BSP in accordance with the criteria detailed in [Attachment 'A'](#) to this Resolution. If a product is not enrolled with IATA as an Alternative Transfer Method, the Agent must not use the product for the issuance of Standard Traffic Documents through the BSP.

3.3 IATA will notify BSP Airlines and Agents of Alternative Transfer Methods that are enrolled in accordance with this Resolution.

3.4 In the case of the Agent wishing to use its own card, or a card issued in the name of a Person acting on behalf of the Agent, or in the name of the Agent's officer, partner or employee, the Agent must enrol the card with IATA as an Alternative Transfer Method prior to its use for the issuance of Standard Traffic Documents in accordance with Resolution 896 [Attachment 'A'](#), [section 5](#), except in BSP countries where such functionality has not been made available by IATA. In such cases the Agent is not required to enrol the card as an Alternative Transfer Method.

4. USE OF ALTERNATIVE TRANSFER METHODS BY AGENTS WITH INDIVIDUAL AIRLINE CONSENT

4.1 An Alternative Transfer Method may be used by the Agent to effect payment of monies due by the Agent to a BSP Airline for the sale of Standard Traffic Documents, subject to the individual consent of the BSP Airline whose Standard Traffic Documents is being issued. Such consent must be obtained by the Agent prior to usage of the Alternative Transfer Method.

4.2 Prior to the use of an Agent's own card, or a card issued in the name of a Person acting on behalf of the Agent, or in the name of the Agent's officer, partner or employee, the Agent must obtain individual consent of the BSP Airline whose Standard Traffic Documents is being issued.

4.3 A failure to comply with sections [4.1–4.2](#) will be undertaken under the sole responsibility and liability of the Agent toward the BSP Airline concerned.

5. AIRLINE CONSENT TO USE AN ALTERNATIVE TRANSFER METHOD

5.1 A BSP Airline will notify IATA of its default consent policy by BSP market. If the Airline does not provide its default consent policy, IATA will set the BSP Airline's default consent policy to automatically not accept any new Alternative Transfer Method enrolled in that BSP market.

5.2 A BSP Airline may give its consent to the Agent for the usage of an Alternative Transfer Method in a BSP by notifying the Agent in writing or, where possible, by updating the relevant information through BSPlink (ASD in China).

5.3 A BSP Airline may remove its consent for the usage of an Alternative Transfer Method from an Agent by notifying the Agent in writing or, where possible, by updating the relevant information through BSPlink (ASD in China).

5.4 Nothing in the present Resolution shall be interpreted as a systemic bias or a preference to the detriment of any Alternative Transfer Method, including in favour of any other Payment Method.

6. ISSUANCE AND REFUNDING OF ELECTRONIC TICKETS USING ALTERNATIVE TRANSFER METHODS

6.1 When issuing a Standard Traffic Document using an Alternative Transfer Method, the Agent must issue and report the transaction in accordance with the instructions provided by IATA.

6.2 When applicable, the Agent must ensure to obtain the authorisation approval code from the relevant card company and include such code at the time of Standard Traffic Document issuance.

6.3 When effecting refunds of sales issued with an Alternative Transfer Method, the Agent must refund amounts of totally unused and partly used Standard Traffic Documents to the same Alternative Transfer Method number as originally used for payment.

7. MONITORING OF AGENTS' USAGE OF ALTERNATIVE TRANSFER METHODS BY IATA

7.1 IATA has the right to conduct a review or other investigation of the Agent's Customer Card Payment Method and Alternative Transfer Method transactions in the BSP to verify the Agent's compliance with the applicable Resolutions and consent(s) given by individual BSP Airline(s) for specific Alternative Transfer Methods. If a situation of potential non-compliance is detected by IATA, the Agency Administrator may notify individually the BSP Airline(s) concerned and make this information available to the Agent. This notice shall be unsubstantiated and no further details will be provided by IATA.

7.2 In the event a review or other investigation reveals a persistent failure by the Agent to comply with this Resolution, the Agency Administrator may request in writing an immediate review by the Travel Agency Commissioner in accordance with Resolution 818g [Attachment A section 2.5](#) or Resolution 832 [section 3.5](#).

RESOLUTION 896

Attachment 'A'

PROCESS FOR THE ENROLMENT OF ALTERNATIVE TRANSFER METHODS

Subject to individual BSP Airline consent, the Agent may only use an Alternative Transfer Method for the issuance of Standard Traffic Documents which has been enrolled with IATA in accordance with the process below.

1. DETAILS REQUIRED FOR THE ENLISTMENT OF ALTERNATIVE TRANSFER METHOD PROVIDERS

1.1 To enlist as an Alternative Transfer Method Provider, the following information must be provided to IATA:

- (a) company name;
- (b) country of origin;
- (c) name, title, email address & telephone number of primary contact;
- (d) location of headquarters;
- (e) any further documentation required in order to comply with due diligence requirements including anti-money laundering requirements.

2. ENROLMENT PROCESS FOR ALTERNATIVE TRANSFER METHOD(S)

2.1 The Alternative Transfer Method Provider must enrol its products as Alternative Transfer Method(s) with IATA. For each product, the Alternative Transfer Method Provider must submit the following information:

- (a) Product name;
- (b) If different from [1.1](#), the legal entity contracting with Agents for the provision of the Alternative Transfer Method;
- (c) Payment network (if any) that guarantees merchant settlement, and copy of membership status with the payment network;
- (d) Product type (Open-Loop or Closed-Loop);
- (e) Country(ies) of issuance;
- (f) Specific Alternative Transfer Method identifier (such as BIN);
- (g) License (e.g. banking license, e-money issuing license) granted by a national authority from the issuing market(s);
- (h) Interchange fee and any network fee applicable/passed on to BSP Airlines;
- (i) Pay-in model (e.g. prepaid, debit, credit);
- (j) GDS integration of Alternative Transfer Method for Standard Traffic Document issuance;
- (k) Any other commercial features.

2.2 Upon receipt of an enrolment request from an Alternative Transfer Method Provider, IATA will:

- (a) acknowledge receipt of the enrolment;
- (b) review the enrolment to validate that it contains all required information and to clarify any issues.

2.3 In case a provider wishes to enrol a product issued on a Closed-loop Network, and/or issued on a payment network that does not guarantee merchant settlement, IATA will request further information from the provider to ensure such product offers sufficient guarantees for the settlement of Airlines’ funds.

3. OPTIONAL ALTERNATIVE TRANSFER METHOD AND ALTERNATIVE TRANSFER METHOD PROVIDER INFORMATION

3.1 IATA may request additional information from the Alternative Transfer Method Provider as needed to review the enlistment of the Alternative Transfer Method Provider or enrolment of its products.

3.2 Additional information may be provided to IATA by the Alternative Transfer Method Provider as the Provider sees fit.

4. REVALIDATION OF ALTERNATIVE TRANSFER METHOD PROVIDERS AND PRODUCTS

4.1 On an on-going basis, the Alternative Transfer Method Provider must notify IATA of any changes to the information provided in sections 1.1 and 2.1.

4.2 On an annual basis, IATA may request to the Alternative Transfer Method Provider a revalidation of any of the information provided in sections 1.1 and 2.1.

5. ENROLMENT OF AGENT-OWN CARDS AS ALTERNATIVE TRANSFER METHODS

5.1 To enrol an Agent’s own card, or a card issued in the name of a Person acting on behalf of the Agent, or in the name of the Agent’s officer, partner or employee, the Agent must provide IATA with the following information:

- (a) Cardholder name (in case of Corporate Card, also indicate the name of the Company, as stated on the card);
- (b) Card number;
- (c) Expiry Date;
- (d) Issuer Name;
- (e) Payment Network;
- (f) Pay-in Model (e.g. prepaid, debit, credit);
- (g) Card Type (e.g. Consumer, Corporate);
- (h) Any other information, as necessary.

6. ALTERNATIVE TRANSFER METHOD REPORTING

6.1 IATA will report its activity to an oversight body regarding the enlistment of Alternative Transfer Method Providers and the enrolment of their products.

This oversight body will be composed of two Airline and two Agent representatives from the Passenger Agency Programme Global Joint Council and will report to the Passenger Agency Programme Agency Programme Global Joint Council.

RESOLUTION 898

TRAVEL INDUSTRY DESIGNATORS

PAC(32)898

Expiry: Indefinite

Type: B

WHEREAS allied industry principals deal both with IATA Accredited Agents and with other established sales intermediaries, and

WHEREAS airlines wish to identify readily non-IATA sales intermediaries which they recognise as booking offices and from which they accept reservations, and

WHEREAS it is advantageous to all that such other sales intermediaries be readily identified by industry principals' electronic systems, it is

RESOLVED that the Agency Administrator shall allocate seven-digit designators to the non-IATA sales intermediaries of industry principals, provided that it shall be a condition of the allocation and continuing use of such travel industry designators that they shall create no entitlement or claim to IATA accreditation or approval.

ALPHABETICAL INDEX BY SUBJECT MATTER

Subject Matter	Resolution Reference(s)
Accreditation	
—Application Form for	800a
—Criteria for—see also Qualifications	800(2)
—Procedures for	800(4), 818g(3)
—Qualifications for—see also Criteria	818g(2)
Address, Change of—see Change	
Adjustment of Effectiveness Dates	008
Agency Agreement—see Agreement	
Agency Costs (Absorption)—see also Beneficial Services	800(10)
Agency Debit Memo, Issue and Processing of	850m
Agency Fees	800(4), 818g(14)
Agency List	800(4), 818g(3)
Agreement:	
Agents Deposit Receipts—see Deposit Receipts to be issued by Agents	
—Sales Agency	824
Alternative Transfer Method Providers & Alternative Transfer Methods' Rules	812a, 896
Application, Form for Approval—see Approval	
Appointment of Agents	800(5), 818g(3)
Appointment, Form of Certificate of	820
Approval—see Accreditation	
Arbitration, Review by—see Review	
Arbitration Boards	800(13), 818g(12)
Beneficial Services—see also Agency Costs	800(10)
Billing and Settlement Plan (BSP)	850
Billings—see Remittance	
Blocked Funds	858
Customer Card Sales Rules	890
Certificate of Appointment, Form of	820
Change	
—Address	800(11), 818g(10)
—Legal Status	800(11), 818g(10)
—Location	800(11), 818g(10)
—Name	800(11), 818g(10)
—Ownership	800(11), 818g(10)
Charges	800(8), 818g(Att. A)
Collections—see Remittance	
Commission—see also Remuneration	
—Conditions for Payment	800(10), 818g(9)
—Disbursements, Permitted	800(10), 818g(9)
Commissioner	
—IATA Travel Agency	820d
Consequences of Violation of Ticketing Procedures	830a
Contract Liability, Breach of	824c
Coordinator	818g(13)
Council,	
—Agency Programme Joint	818g(1)
Custody of Traffic Documents—see Security	
Death affecting Ownership	800(11), 818g(10)

Subject Matter	Resolution Reference(s)
Default/Irregularities	832(2)
—in Billing and Settlement Plan countries	818g(Att. A)
—Consequences of	832(3), 818g(Att. A)
Definitions of Terms Used in Passenger Agency Programme Resolutions	866
Disbursements, Permitted	800(10)
Effectiveness Dates, Adjustment of	008
Effectiveness Resolution, Permanent	001
Electronic Ticketing	800z
Electronic Ticketing System Provider Agreement	854 (Att. B)
Europe-Accredited Agent (EAA)	818g
Extension of Agency Programme	810z
Extension of Expiry Date	008a
Fares, Reduced—see Reduced Fares	
Fees	
—Agency	800(4), 818g(14)
Form of Agency Application	800a
General Sales Agents,	
—Passenger, Non-Airline	876
—Notification of Appointment of an Airline	876b
Government Approval	006
Group Vocational Training Trips for Agents	886
IATA EasyPay	848
IATA Travel Agent Identity (ID) Card	880a
Indemnities and Waiver	800(15), 818g(15)
Industry Settlement Systems	850e
Irregularity—see Default	
Joint Council	
—Agency Programme	818g
Location, Change of—see Change	
Name, change of—see Change	
NewGen ISS Pilot Tests	844
NewGen ISS Transition	846
Notice of Change of Ownership	Attach 'A' of 800, 818g
Numeric Code, IATA	822
Overriding Commission—see Commission	
Ownership, change of—see Change	
Passenger Agency Conference Steering Group and the Agency Administrator	868
Passenger Agency Programme Global Joint Council (PAPGJC)	860a
Payment—see Remittance	
Points of Sales, Identification of Airlines'	826
Qualifications for Accreditation—see Accreditation	
Reduced Fares	
—for Accredited Passenger Sales Agents	880
—for Delegates invited to Official Joint Industry Meetings	884
—for National Travel Agency Association Officials	884a
—Members' Group Vocational Training Trips for Approved Passenger Sales Agents	886
—Transportation for Persons Officially Travelling to Travel Agency Commissioner Hearings	820e
—for IATA Passenger General Agents	888

Subject Matter	Resolution Reference(s)
Refunds to Agents	824r
Reissue of Traffic Documents	838
Relinquishment, Voluntary	800(14), 818g(13)
Remittance/Reporting (non BSP)	832(2)
—in Billing and Settlement Plan countries	818g
Removal, Effect of	800(14), 818g(13)
Reprimand, Effect of	800(14), 818g(13)
Rescission Resolutions	003
Reservation Procedures for Accredited Passenger Sales Agents	
—Automated Agents	830d
Revalidation of Traffic Documents	838
Reviews	
—by the IATA Travel Agency Commissioner	820e
—by Arbitration	800(13), 818g(12)
Rules, Passenger Sales Agency	800, 812, 818g
Sales Agency Rules—see Rules	
Security	
—Minimum Security Standards for Safe Custody of Traffic Documents	818g(5)
Supplementary Agreement—see Agreement	
Suspension, Effect of	800(14), 818g(13)
Suspension of Resolutions	002a
Ticketing, Electronic Systems in BSP Areas	854
Ticketing, Electronic	800z
Ticketing Procedures, Consequences of Violation of	830a
Travel Agent Identity (ID) Card, IATA/UFTAA	880a
Travel Industry Designators	898
Violations of Ticketing Procedures, Consequences of	830a
Withdrawal by Agent—See Relinquishment	



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