



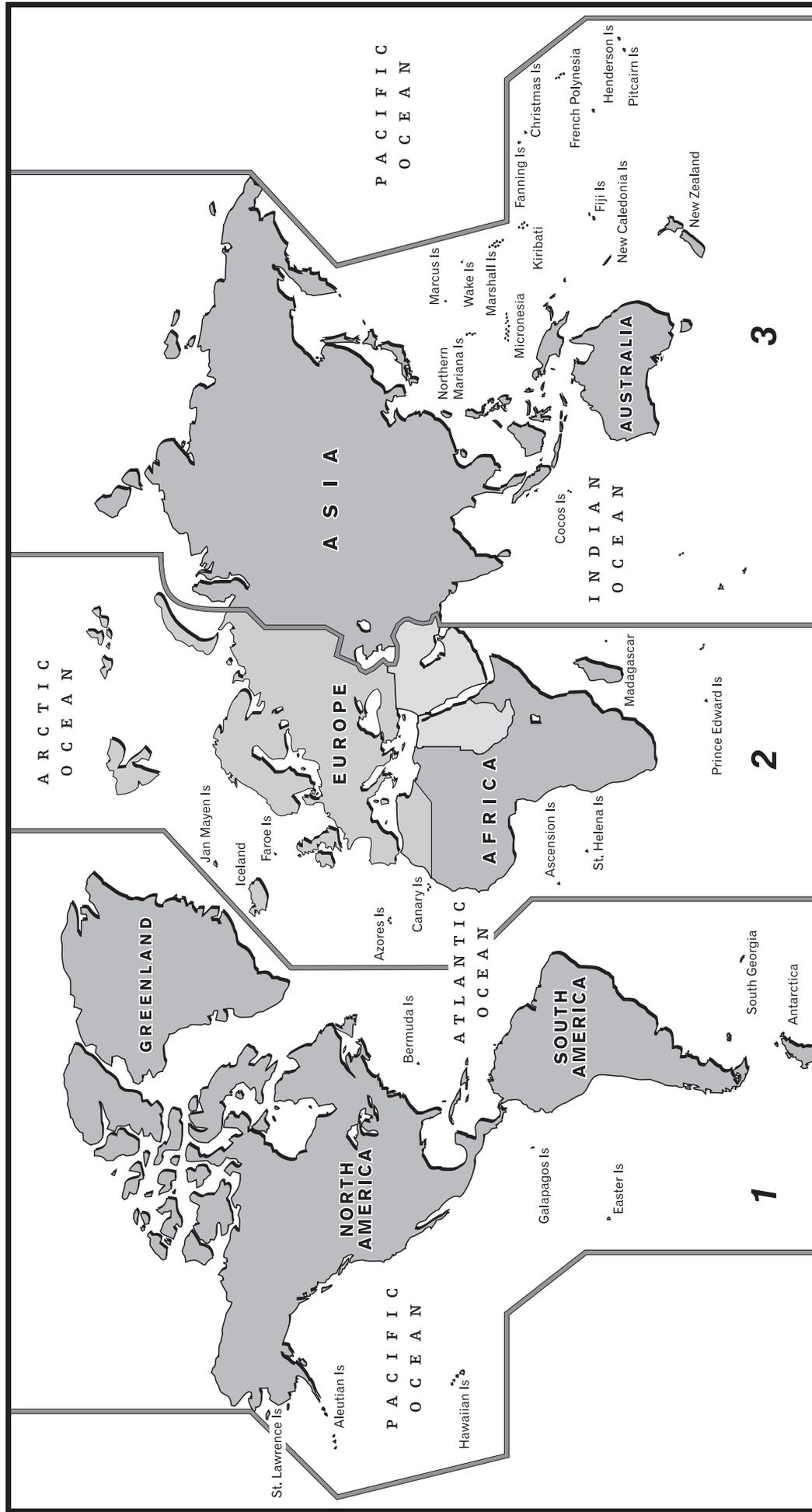
# Passenger Agency Conference Resolutions Manual

Effective 1 June 2013

CD-ROM Enclosed

**34**<sup>th</sup> | Edition

# 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**



# Passenger Agency Conference Resolutions Manual

Effective 1 June 2013

## **NOTICE**

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## **PREFACE**

△ This is the 34th 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 35th Passenger Agency Conference (Abu Dhabi, October 2012).

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 this manual also includes the Effectiveness Status of Resolutions and List of Conferences and Meetings and this information appears at the end of the section containing Resolutions.

Any comments concerning this Manual should be addressed to the Director, Distribution ([gallegoj@iata.org](mailto:gallegoj@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.

Prior to the establishment of the Passenger Agency Conference in October 1979, the Resolutions assigned to it were under the authority of the Passenger Agency Committee (1968–1979) with the Composite Passenger Traffic Conferences also exercising authority as the need arose. Before the Passenger Agency Committee existed, the Resolutions were under the sole control of the Composite Passenger Traffic Conferences.

The first Passenger Agency Conference meeting (Hollywood, November 1979), took over the Resolutions assigned to it by the Executive Committee. The reader wishing to trace the history and evolution of a given Passenger Agency Conference Resolution is reminded that prior to the Hollywood Conference the Resolution, if in existence, bore a number and a designator which associated it with a specific Conference meeting or Passenger Agency Committee meeting or Mail Vote. That number is to be found in the heading of each Resolution in the Manual of Traffic Conference Resolutions—Passenger, Volume 2—issue 8 of 1st November, 1979. The individual chronologies of Passenger Agency Conference Resolutions are included at the back of this manual.

The Passenger Agency Conference has designated each of its Resolutions by the initials 'PAC' followed by the number of the IATA Area. The number in parenthesis is that of the Conference meeting, followed by the actual Resolution number; example, PAC1(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, PAC1 (Mail A004) 874.

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.

## **EFFECTIVENESS STATUS OF RESOLUTIONS**

The index at the back of this manual shows the Resolutions in numerical order together with a listing of Conferences/Meetings/Mail Votes at which each was adopted and/or amended.

## **NUMBERING OF RESOLUTIONS**

Several of the Resolutions inherited by the Passenger Agency Conference from the former Composite Passenger Traffic Conferences and the Passenger Agency Committee have been allocated a new number. The Resolutions Renumbering Index at the back of this manual provides both the old and the new number of each affected Resolution.

## **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 007<sup>1</sup>****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.

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**RESOLUTION 008<sup>2</sup>****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.*
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<sup>1</sup> 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.

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<sup>2</sup> 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**

PAC1(01)001aa (amended) Expiry: Indefinite  
PAC2(01)001aa (amended) Type: B  
PAC3(01)001aa (amended)

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, 004p, 006, 007, 008, 008a, 200g;
3. the Agency Administrator, with the approval of the Chairman 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

PAC1(24)003(except USA)    Expiry: Indefinite  
PAC2(24)003                    Type: B  
PAC3(24)003

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:

PAC1(22)824 (except USA)  
PAC2(22)824  
PAC3(22)824  
PAC1(24)824d (except USA)  
PAC2(24)824d  
PAC3(23)824d

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## RESOLUTION 800

### PASSENGER SALES AGENCY RULES

PAC2(48)800                    Expiry: Indefinite  
PAC3(48)800(except China, India, Japan, Orient, and South West Pacific)    Type: B

This Resolution is applicable in the following countries and/or territories:

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

RESOLVED that, the following Rules are adopted and implemented:

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#### SECTION 10—COMMISSION AND BENEFICIAL SERVICES

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## 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 apply two instances 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 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 financial criteria incorporated in the Handbook, 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 apply two instances 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 financial criteria of the Handbook, 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 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 Countries**

**2.4.2.1** An applicant that opens Branch Locations in a country, that is different from where the Head Office legal entity is located, will be assessed against the financial criteria established for the country 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 criteria of the country 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 funds 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 suspension action may be taken in accordance with Section 14 of these rules. In situations where an Agent fails to meet the requirements of the reporting and remittance rules irregularly 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 serve immediate notice of suspension. Such notice shall take effect on the date so described by the Agency Administrator.

## **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.

## **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 Chairman 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 Chairman, 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 Chairman 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 executing of provisional Sales Agency Agreements 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, where Electronic Ticketing has been implemented.

### 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;

**3.5.1.3** the Member or Airline shall simultaneously advise the BSP of the removal of the Electronic Ticketing Authority and the BSP Manager 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** the following agency fees shall be payable:

**4.4.1.1** non-refundable application fees in respect of each application to become an Accredited Agent or an Approved Location of an Accredited Agent, provided that the introduction of such fees by an Agency Investigation Panel for any country or area shall be subject to prior approval by the Conference,

**4.4.1.2** entry fees on application for inclusion on the Agency List of the Agent's name and Head Office Location and for inclusion of each Branch Office Location, and all other locations included within the Agency Programme;

**4.4.1.3** annual agency fees with respect to Head Office Locations, each Branch Office Location, and all other locations included within the Agency Programme;

**4.4.1.4** application fees in respect of each application for approval of changes of name, ownership or Location,

**4.4.1.5** no application for inclusion as an Agent on the Agency List shall be considered unless the Agency Investigation Panel has received the non-refundable application fee, where applicable, and the Agency Administrator has received the entry fee and that portion of the first annual agency fee which, based upon one twelfth of such fee for each full or part calendar month, would cover the fee due from the date of accreditation to the close of the year. If the application is rejected, the entry and annual fees shall be returned to the applicant,

**4.4.1.6** the amounts of entry fees, application for approval of change of name or Location fees and annual agency fees shall be determined by the Conference in consultation with the Director General;

**4.4.2** subject to Subparagraph 4.4.1.5 of this Paragraph, annual agency fees for each calendar year shall be paid

to the Agency Administrator at such place as he may designate not later than 1 December of the preceding year. Bills for such fees shall be sent out by the Agency Administrator not later than 1 November of each year. The Agency Administrator may, at his discretion, instruct Agents to settle such invoices through the Billing and Settlement Plan facilities. 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;

**4.4.3** 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;

**4.4.4** fees collected by the Agency Administrator on behalf of IATA will be expended by the Director General to administer the IATA Agency Programme in accordance with directives given by the Board of Governors of IATA.

## 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

#### 5.2.1 Manner of Appointment

**5.2.1.1** a Member may appoint an Agent executing such Agreement as an Accredited Agent for such Member 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 by depositing with the Agency Administrator a statement of general concurrence for the appointment of all Accredited Agents. Such statement will normally be effective for all countries but exclusions on a geographical basis for one or more countries may be made. The Agency Administrator shall notify each Accredited Agent concerned of such appointment,

**5.2.1.1(b)** or by delivering to such Agent a Certificate of Appointment in the form prescribed by the Conference, 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 who have deposited general concurrences, immediately upon full execution of the above Agreement as advised by the Agency Administrator,

**5.2.2.1(b)** as to any other Member, as of the date of the Certificate of Appointment which shall be dated by the Member 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

**5.2.3.1(a)** any Member having appointed an Agent to act for it may cancel such appointment in respect of the Agent or any Approved Location of the Agent:

**5.2.3.1(a)(i)** in the case of appointment by general concurrence procedure, by so notifying the Agent in writing,

**5.2.3.1(a)(ii)** by delivering to the Agent a notice of termination cancelling the Certificate of Appointment;

**5.2.3.1(b)** in either case a copy shall be 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 electronic ticket numbers for use in the issue of Standard Traffic Documents.

## **5.4 ADDITIONAL RESPONSIBILITIES OF AGENT**

**5.4.1** an Agent is responsible for the safe custody and care of Traffic Documents whilst these are in its possession;

**5.4.2** Traffic Documents shall be completed, validated and 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. Traffic Documents shall be stored at such Location, unless otherwise authorised under these Rules;

**5.4.3** a Member or Airline or ISS Management acting on its behalf shall be entitled at any time to audit or procure an audit of Traffic Documents, or to ascertain that security standards are met;

**5.4.4** an Agent shall not sell, validate or issue a 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 Traffic Document has been used;

**5.4.5** an Agent shall not knowingly accept in any manner whatsoever unissued Traffic Documents assigned to and or held by another Agent, whether or not such documents have been validated. Should any Agent receive an offer of the nature described above, such offer shall be refused and shall be reported in detail to the Agency Administrator.

**5.4.6** an Agent that does not make use of Standard Traffic Documents for a period in excess of six months shall have such BSP ticketing facility removed by the Agency Administrator. In the event, subsequent to the action above, an Agent has reason to request provision of STDs it 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 the Agency Services Manager;

### 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, the Agency Services Manager 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 STDs

**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;

**6.4.3/6.4.3.1** if the conclusion of the Agency Administrator is that the Agent had fulfilled its contractual obligations related to the issuance of STDs, he shall so inform the BSP Airline requesting the review and close the file,

**6.4.3.2** 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,

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

**6.4.3.3(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

**6.4.3.3(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

**6.4.3.3(c)** when the Agent denies its failure to fulfil its contractual obligations related to issuance of STDs, 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.

### 11.2 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. At the same time the transferee shall submit an application for approval and inclusion in the Agency List in accordance with Paragraph 2.1 of Section 2 of these Rules, and the application shall be considered and dealt with in accordance with the provisions of Section 4 of these Rules; provided that 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;

**11.3.2** on receipt of a notice of change and a duly completed application in time to enable the Agency Administrator to process the application, the Agency Administrator shall execute a provisional Sales Agency Agreement with the transferee 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 execute a provisional Sales Agency Agreement with the transferee;

**11.3.3** the transferee's provisional Sales Agency Agreement 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 provisional Sales Agency Agreement shall be in the same form and have the same effect as a Sales Agency Agreement. The Agency Administrator shall notify all Members of the execution of a provisional agreement and on receipt of such notice Members may do business with the transferee as if he were an Accredited Agent. A provisional Sales Agency Agreement shall remain in effect until the Agency Investigation Panel has processed the application; provided that, if at any time between the effective date of the provisional Sales Agency Agreement 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 provisional 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.

## **11.4 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, the provisional Sales Agency Agreement shall cease to be provisional and shall become a Sales Agency Agreement with effect from the date of such approval. 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 terminate its provisional Sales Agency Agreement, if executed,

**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 TRANSFEREE**

**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 financial criteria incorporated in the Travel Agent's Handbook 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, remit the appropriate application fee 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 country, 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 and remit the application fee as prescribed in Paragraph 4.4 of Section 4 of these Rules,

**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 country

In the event a Head Office location changes from one country to another without prior notification, the Head Office and all of its Locations shall be suspended pending review of its changed circumstances and evidence confirming its principal place of business for the Head Office and compliance with the criteria applicable to the country concerned. Such suspension 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 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.

## 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 double irregularity being recorded and a review to ensure such Agent continues to meet the Accreditation criteria. The notice of double 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 double irregularity being recorded and a review to ensure such Agent continues to meet the Accreditation criteria. The notice of double 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 REPRIMAND

when a reprimand is issued to an Agent under any of the provisions of these Rules the Agency Administrator shall record the reprimand against the Agent and notify the Agent that this has been done.

### 14.2 EFFECT OF SUSPENSION

when an Agent or an Approved Location is suspended in accordance with any of the provisions of these Rules:

**14.2.1** the Agency Administrator shall notify all Members of the suspension and the terms thereof;

**14.2.2** no Member shall pay to or credit the Agent with commission and the Agent shall not claim or withhold commission in respect of sales of international air passenger transportation made by the Agent during the period of its suspension or made by an Approved Location during the period that the Location is suspended.

**14.2.3** in all other respects the Sales Agency Agreement shall remain in effect during the period of suspension.

### 14.3 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:

**14.3.1** 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;

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

**14.3.3** 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.

### 14.4 VOLUNTARY RELINQUISHMENT

**14.4.1** 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;

### 14.5 OTHER MEASURES AFFECTING OPERATION OF AGENT

**14.5.1** 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;

**14.5.2** 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.

#### **14.6 EFFECT OF REMOVAL OR SUSPENSION IN BILLING AND SETTLEMENT PLAN AREAS**

The provisions of Paragraphs 14.2, 14.3 or 14.4 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.

#### **14.7 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.

#### **14.8 USE OF IATA LOGO**

**14.8.1** 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.

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

**14.8.3** 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.

#### **14.9 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 shall have the right, at its option, to 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 or for reprimanding an Agent. 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 800a

### APPLICATION FORM FOR ACCREDITATION AS AN IATA PASSENGER SALES AGENT

PAC1(47)800a(except USA) Expiry: Indefinite  
PAC2(47)800a Type: B  
PAC3(47)800a

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 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 please 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.

**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** Names of Shareholders<sup>1</sup>

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:**SOUTH WEST PACIFIC ONLY Paragraphs 4.3.4 through 4.5.4****4.3.4** Does each stockholder own the full beneficial interest in the stock?Yes  No 

If No, does the shareholder hold the stock in trust as nominee for someone?

Yes  No 

If Yes, attach details.

**4.3.5** What is your:**4.3.5.1** Authorised capital?**4.3.5.2** Paid-up capital?**4.4 If TRUST:****4.4.1** Type of trust:**4.4.2** When and where executed:**4.4.3** Name(s) of beneficiary(ies):

What is the corpus in the trust?—i.e. capital

**4.5 If ASSOCIATION:****4.5.1** Type of association:**4.5.2** When and where incorporated:**4.5.3** Names of members, officers and manager:**4.5.4** Capital structure and the paid-up capital. If the entity is limited by guarantee, state the liability (maximum of each member).**4.6 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, Managers and Staff of Agency****5.1** Attach a list setting forth the names and experience in the travel industry of managerial personnel and other full-time travel staff members qualified and competent to sell international air transportation and issue travel documents, giving details as follows:**5.1.1** Name of manager or staff:**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** If a sole proprietor, have you:**5.2.1.1** been involved in bankruptcy proceedings?Yes  No 

If so, are you now legally and fully discharged of your obligations by the court involved?

Yes  No 

<sup>1</sup> 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.

**5.2.1.2** 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 was under notice of default and still has outstanding debts to IATA Members or in an IATA Agent whose debts to IATA Members were met by recourse to a financial bond or guarantee?

Yes  No

**5.2.1.3** been found guilty of wilful violations of fiduciary obligations in the course of business?

Yes  No

**5.2.2** If an unincorporated firm, partnership or association have any partners or any individual having authorisation to act and sign on behalf of such firm, partnership, or association:

**5.2.2.1** been involved in bankruptcy proceedings?

Yes  No

If so, are they now legally and fully discharged of their obligations by the court involved?

Yes  No

**5.2.2.2** 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 was under notice of default and still has outstanding debts to IATA Members or in an IATA Agent whose debts to IATA Members were met by recourse to a financial bond or guarantee?

Yes  No

**5.2.2.3** been found guilty of wilful violations of fiduciary obligations in the course of business?

Yes  No

**5.2.3** If a corporation, have any officers, directors or managers:

**5.2.3.1** been involved in bankruptcy proceedings?

Yes  No

If so, are they now legally and fully discharged of their obligations by the court involved?

Yes  No

**5.2.3.2** 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 was under notice of default and still has outstanding debts to IATA Members or in an IATA Agent whose debts to IATA Members were met by recourse to a financial bond or guarantee?

Yes  No

**5.2.3.3** been found guilty of wilful violations of fiduciary obligations in the course of business?

Yes  No

## Section 6—Premises of Agency Location for which Approval Requested

**6.1** What are the normal business hours and days of the week that the office is open:

**6.2** Are the premises located at an airport:

Yes  No

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

**6.4** Attach a photograph of the exterior and of the interior of the location.

**6.5** If an On-line 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.

**7.1** Describe the type of facility you have in the agency for the storage of your on-premises working supply of Traffic Documents or other accountable documents.

## 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.

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 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 among the airline 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)

.....  
(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.*

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## △ RESOLUTION 800f

### AGENTS' FINANCIAL EVALUATION CRITERIA

PAC1(49)800f(except USA)    Expiry: Indefinite  
PAC2(49)800f                    Type: B  
PAC3(49)800f

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 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, as recommended by the APJC and adopted by the Conference and published in the Travel Agent's Handbook;

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;

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 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 of any conflict, contradiction or inconsistency between the provisions of this resolution and any provisions contained within the applicable Passenger Sales Agency Rules for a market, the provisions of the Passenger Sales Agency Rules shall prevail.
3. 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. GENERAL RULE

**1.1** Audited Accounts means accounts reviewed by an auditor recognised as competent by the regulatory authority in that country to perform an audit that are provided to IATA. *Certified accounts will be applicable in those countries where APJCs accept certified accounts according to local law.* In all instances the established accounting rules in a country will apply.

**1.2** If an Agent provides Audited Accounts to IATA with an audit report or local regulatory equivalent in relation to the possibility to apply the financial tests under Section 2 and:

**1.2.1** the qualified audit report does not set out the adjustments which should be made to the Audited Accounts to enable the auditor to provide an unqualified audit report, the Agent will be required to provide a Financial Security calculated in accordance with the Amount at Risk applicable to the Agent under this Resolution.

**1.2.2** the qualified audit report does set out the adjustments which should be made to the Audited Accounts to enable the auditor to provide an unqualified audit opinion report, the Audited Accounts will be referred to a third party financial assessor selected by IATA who will determine how the Audited Accounts will be restated as a result of adjustments set out in the qualified audit opinion report. The restated Audited Accounts will be used in the financial assessment subject to the financial tests set out in Section 2.

**1.2.3** The determination made by the third party financial assessor under section 1.2.2 will be final, subject to the provisions of Resolution 820e.

#### Multiple IATA Numeric Codes

**1.3** If an Agent is granted an additional IATA numeric code(s) then any Financial Security already provided by the Agent will be re-calculated based on the gross BSP sales 60 days after the date that the additional IATA numeric code(s) is granted based on the Amount at Risk applicable to that Agent.

#### 2. CRITERIA FOR EVALUATION OF AGENTS' ACCOUNTS

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

**2.2** If an Agent's Audited Accounts are adjusted and restated in accordance with section 1.2.2 of this Resolution 800f, the restated accounts must be used in calculating the financial tests set out in sections 2.3.1–2.3.5 below.

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

**2.3.1** There must be positive Net Equity.

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

**2.3.3** EBITDA (Earnings Before Interest, Taxation, Depreciation, Amortisation and extraordinary items) must be positive save in exceptional circumstances.

**2.3.4** The EBITDA must exceed the Interest Payable by a factor of a minimum of two *and ideally three*.

**2.3.5** Adjusted Current Assets must exceed Current Liabilities.

### 3. ANNUAL FINANCIAL REVIEWS

#### Agents accredited for two years or less

**3.1** All Agents 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 2 of this Resolution 800f. If an Agent has been in business for less than 12 months at the time of application, an opening balance sheet must be provided instead.

**3.2** All Agents must provide Audited Accounts no later than 4 months after each financial year end, or as required by legislation, during the first two years of accreditation for the purposes of evaluation against the financial tests in section 2 of this Resolution 800f.

**3.3** All Agents must provide a Financial Security during the first two years as an Agent in accordance with section 5 of this Resolution 800f.

#### Agents accredited for more than two years

**3.4** All Agents must provide Audited Accounts no later than 4 months after each financial year end, or as required by legislation, of that Agent for the purposes of evaluation against the financial tests in section 2 of this Resolution 800f.

**3.5** If an Agent passes all the financial tests and satisfies all the points below, the Agent will not be required to provide IATA with a Financial Security:

**3.5.1** The Agent has not had any of the following in the last 12 months:

- (i) a default (including defaults resulting from an accumulation of irregularities) and removal from the Agency List.
- (ii) a change of ownership subject to the conditions in Section 6.

**3.5.2** The Agent also passed all of the financial tests under section 2 of this Resolution 800f based on the Audited Accounts provided for the previous two years.

**3.6** If an Agent fails to pass any of the financial tests, the Agent must provide a Financial Security in accordance with section 5 of this Resolution 800f.

### 4. INTERIM FINANCIAL REVIEWS

**4.1** For any Financial Review conducted for cause at a time other than in respect of an Agent's financial year end, IATA may conduct a Financial Review in accordance with section 3 of this Resolution 800f, as applicable to that Agent by reviewing the internal monthly management accounts of the Agent showing the results for each month since the last accounting date, the cumulative results to date and the latest balance sheet.

### 5. FINANCIAL SECURITY

**5.1** 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.

**5.2** Financial Securities will be subject to a minimum notice period of ninety (90) days and ideally be valid for an unlimited period but will be expected to be valid for a minimum of at least one year.

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

**5.3.1** “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 up to five days.

**5.3.2** “Amount 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 three month period referred to in section 5.5 or 5.7 of this Resolution 800f, as applicable:

$$\text{“Amount at Risk”} = \frac{\text{“Days' Sales At Risk”} \times \text{BSP cash turnover in applicable 3 month period}}{90}$$

## Agents accredited for two years or less

**5.4** All Agents must provide a Financial Security with a minimum amount of USD 50,000 to be accredited.

**5.5** After the first three months of accreditation and after the first 12 months of accreditation, the amount of the Financial Security required must cover at a minimum the higher of:

**5.5.1** the Amount at Risk calculated as per section 5.3 using the cash turnover amount equal to the average net monthly cash sales of the Agent during the previous three month period; or

**5.5.2** USD 50,000.

If the existing Financial Security is insufficient to cover the Amount at Risk, the amount of the Financial Security required will be increased to cover the Amount at Risk.

**5.6** Except for the amount of the initial Financial Security, all calculations of the amount of Financial Security required under this Resolution 800f or the Passenger Sales Agency Rules for Agents accredited for two years or less will be reviewed and calculated under section 5.5 of this Resolution 800f.

## Agents accredited for more than two years

**5.7** The amount of the Financial Security required must cover at a minimum the Amount at Risk calculated as per section 5.3 using the BSP cash turnover, or cash turnover as applicable, amount equal to the average of the 3 months highest net cash sales in the previous 12 months. If the existing Financial Security is insufficient to cover the Amount at Risk, the amount of the Financial Security required will be increased to cover the Amount at Risk.

**5.8** All calculations of the amount of Financial Security required under this Resolution 800f or the Passenger Sales Agency Rules for Agents accredited for more than two years will be calculated under section 5.7 of this Resolution 800f.

## 6. CHANGES IN OWNERSHIP

**6.1** This section applies to all changes in ownership or control or any other Review resulting from a change of ownership or control of the Agent in accordance with the Passenger Sales Agency Rules.

**6.2** The Agent must provide Audited Accounts, no later than 90 days after the change of ownership or control is effected. The Accounts must cover a period of 12 months including, at a minimum, the first month after the change of ownership or control takes effect and IATA will use these Accounts to conduct the Financial Review applicable to the Agent under this Resolution 800f.

**6.3** *For Agents that have a change in ownership or control that necessitates a new Passenger Sales Agency Agreement, consideration will be given by the local APJC as to whether a financial security is required.*

## 7. CHANGES IN FINANCIAL YEAR END

**7.1** All Agents must notify IATA immediately of a change in its financial year-end.

**7.2** The Agent must provide both:

**7.2.1** Audited Accounts within 60 days after the change is made and IATA will conduct the Financial Review applicable to the Agent under this Resolution 800f.

**7.2.2** Audited Accounts for the financial year end that would have applied to the Agent before the Agent changed its financial year end. These must be provided to IATA within 60 days of the former financial year end.

## 8. SIGNIFICANT CHANGE IN GROSS BSP SALES

**8.1** A significant change means any change in the business of the Agent which results in a change in gross BSP sales of more than 20% as compared to the previous 12 months. A change can be an increase or a decrease in gross BSP sales.

**8.2** An Agent must notify IATA of any significant change as soon as the Agent becomes aware of it.

**8.3** An interim Financial Review may also be initiated by IATA where IATA becomes aware of a significant change in gross BSP sales in accordance with Section 4.

## 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.*

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

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

**Financial Irregularity** means an irregularity applied as a result of any failure to adhere to the reporting and remittance procedures described in Resolution 818g Attachment “A” including but not limited to those irregularities described in Resolution 818g Attachment “A”.

**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.

**Irregularity** means any irregularity applied under the Passenger Sales Agency Rules for non-compliance with those Rules including but not limited to Financial Irregularities.

**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.

**Review** means any assessment or evaluation of an Agent's continuing compliance with the Passenger Sales Agency Rules.

## **RESOLUTION 800o**

### **ON-LINE TRAVEL AGENT**

PAC1(45)800o(except USA) Expiry: Indefinite  
PAC2(45)800o Type: B  
PAC3(45)800o

RESOLVED that the following provisions shall apply for the establishment of applicants for accreditation wishing to operate an on-line only agency.

### **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.

### **1. General**

On-line Travel Agent applicants may be approved provided they can demonstrate they comply with all business and legal requirements in a country to operate a travel agency service and sell travel services to the public, provided they meet and continue to meet the financial criteria so established in the country, including where appropriate and as determined by the Agency Administrator provision of a bank or insurance bond or guarantee to cover sales at risk.

### **2. Qualifications**

Applicants for approval as an on-line agent will be bound by the relevant Passenger Sales Agency Rules applicable in each country in which the applicant wishes to operate. In addition the following rules will be applied.

**2.1** Any entity applying for the status of on-line agent must have an established physical Head Office duly registered/licensed to operate as a business in a country where the resolutions of the Passenger Agency Programme are applicable.

**2.2** The applicant will be required to conclude a Passenger Sales Agency Agreement (PSAA) to cover each on-line agent location in a country. Where a location is a separate legal entity that location will be required to establish its own PSAA.

**2.3** 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.

**2.4** All locations established by the applicant must also comply with the financial criteria of each country and any local laws for operation of a travel agency.

2.5 Each location will be responsible for the reporting and remittance of BSP sales to the BSP of the country/area in which it is located.

2.6 The applicant will be required to furnish financial surety sufficient to satisfy IATA that BSP Airline sales remittances will be secured. This may be in the form of re-capitalisation, and/or bank or insurance bonds or guarantees to cover the funds at risk.

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## RESOLUTION 800x

### EMERGENCY CHANGES TO REPORTING AND REMITTANCE

PAC1(Mail A161)(Latin America and the Caribbean, except French Overseas Departments) Expiry: Indefinite Type: B

RESOLVED that the following provisions shall apply in any country where the economic and financial conditions indicate that extraordinary action is warranted.

#### 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.

1. when economic and financial conditions so warrant, and when requested by a Member, Agency Programme Joint Council, or Joint Agency Liaison Working Group, the Conference may require Applicants to provide bank or insurance bonds or guarantees; normal business fluctuations will be taken into consideration when determining the level of such guarantees and Applicants will be provided with a reasonable period of time to furnish such guarantees;

1.1 if, subsequent to the implementation of the provision shown in Paragraph 1 above, the economic and financial conditions no longer warrant such requirements, the Conference shall, at its next meeting, review ratification of these special measures;

1.2 the Conference shall determine the economic and financial indicators and the degree of variations thereof warranting consideration of these special measures;

## 2. REPORTING AND REMITTING PROCEDURES

2.1 notwithstanding any provision to the contrary contained in the relevant Passenger Sales Agency Rules dealing with reporting and remittance, the frequencies of Agents' reporting and remitting and/or the Remittance Date may be modified in response to changing economic circumstances under the following conditions:

2.2 the Conference shall be responsible for monitoring the evolution of the economic situation in each BSP area and establishing a set of economic and financial indicators and the degrees of variations thereof which should prompt a reappraisal of the reporting/remitting frequencies and/or of the Remittance Date applicable in the country(ies) concerned;

2.3 In determining those indicators and degrees of variations, the Conference shall take into consideration the recommendations placed before it by the Agency

Programme Joint Council, or the Joint Agency Liaison Working Group (JALWG), or where neither an Agency Programme Joint Council nor a Joint Agency Liaison Working Group has been established, by the national travel agents' association;

**2.4** a Conference mail vote may be issued to conduct such reappraisal at the documented request of one of its members or of any Member issuing Standard Traffic Documents through Agents in the country(ies) concerned.

**2.5** if, in its opinion, the economic situation so warrants, the Conference may decide by unanimous vote at such meeting to change with immediate effect the reporting/remitting frequencies and/or the Remittance Date; provided that the revised frequencies and/or date shall remain within the allowable margins set forth in the relevant provisions of the Passenger Sales Agency Rules and shall be immediately notified to all Members and Airlines by the Agency Administrator;

**2.6** if subsequent to the ratification of the decision, the Conference determines that the economic and financial indicators may no longer warrant the current reporting/remitting procedures, the Conference shall, at its next meeting, review its decision under Subparagraph 2.5. It may uphold, revoke or amend such reporting and remitting procedures, taking into account any subsequent recommendations of the Agency Programme Joint Council.

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## **RESOLUTION 800z**

### **ELECTRONIC TICKETING**

PAC1(46)800z(except USA) Expiry: Indefinite  
PAC2(46)800z Type: B  
PAC3(46)800z

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.
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## RESOLUTION 804f

### EXTENSION OF APPLICATION TO BERMUDA

PAC1(46)804f(Canada and Bermuda only)      Expiry: Indefinite  
Type: B

RESOLVED that the Resolutions applicable in Canada are hereby extended to Bermuda and their respective designators (and, where appropriate, their titles) are amended as follows:

PAC1(05)804 (Canada and Bermuda)  
Passenger Sales Agency Rules—Canada and Bermuda

PAC1(45)800a (except USA)  
Application Form for Accreditation as an IATA Passenger Sales Agent

PAC1(05)804c (Canada and Bermuda)  
Canada/Bermuda Agency Programme Joint Council

PAC1(38)820e (Except USA)

PAC2(38)820e

PAC3(38)820e  
Reviews by the Travel Agency Commissioner

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## RESOLUTION 810d

### DOMESTIC AGENCY PROGRAMME IN INDIA

PAC3(40)810d(India)      Expiry: Indefinite  
Type: B

WHEREAS Resolution 810i governs the relationship between IATA Members and Approved Agents in India, and

WHEREAS pursuant to Resolution 810i, the Agency Programme for India has been established by the Passenger Agency Conference with delegated authority over specified provisions of the IATA Agency Programme, and

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

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

WHEREAS it is desired to obtain the approval of the Passenger Agency Conference for extension of the IATA Agency Programme to domestic agents of IATA Members and of other domestic air carriers participating in BSP-India it is

RESOLVED that the Passenger Agency Conference, having noted the wishes expressed by certain Members, in response to the evolving market situation in India 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-India to the extent compatible with applicable national law and regulations;

2. delegates responsibility to ISS 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 India it being understood that any such rules and regulations shall be implemented subject to any authorization and may be required in accordance with national law;

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

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**RESOLUTION 810z****EXTENSION OF AGENCY PROGRAMME IN THE PEOPLE'S REPUBLIC OF CHINA**

PAC3(28)810z(People's Republic of China)      Expiry: Indefinite  
Type: B

WHEREAS Resolutions 810c, 820e and 824c govern the relationship between IATA Members and Approved Agents in the People's Republic of China, and

WHEREAS pursuant to Resolution 810c, 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.

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## RESOLUTION 814i

### AGENCY PROGRAMME JOINT COUNCIL—ISRAEL

PAC2(46)814i(Israel Only)      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 Chairman, 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 Financial Advisory Group to review and make recommendations to it on the criteria for financial standing, which body shall function as per sub-paragraph 1.1.3 below.

##### 1.1.3 Financial Advisory Group

**1.1.3.1** the Council may establish a Financial Advisory Group to assist in the development of local financial criteria for accreditation. The Financial Advisory Group (FAG) 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** FAG may seek the assistance of legal expertise and/or external financial expertise to advise on local accounting standards.

**1.1.3.3** the FAG will review any existing financial criteria against changing economic conditions in the market and make recommendations for change to the Council.

**1.1.3.4** Recommendations of the FAG 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 Chairman. 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 Chairman 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.

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## RESOLUTION 818a

### EUROPE-ACCREDITED AGENT

PAC2(48)818a(EU/EEA & Switzerland)      Expiry: Indefinite  
Type: B

This Resolution is applicable in the following countries:

Andorra, Austria, Belgium, Bulgaria, Channel Islands, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom

WHEREAS the Passenger Agency Conference ('the Conference'), recognising the reality of the European Single Market, the drive to remove any remaining barriers to trade and attaining full freedom of establishment whereby Agents seeking to be established in more than one Member State will be able to operate throughout the EU, EEA and Switzerland on the basis of a single set of rules and a unified management and reporting system, it is

RESOLVED that, except as otherwise provided in Resolution 818g, the following provisions are adopted and implemented in all member states of the European Union (EU), the European Economic Area (EEA), Switzerland, and other European countries as specified and approved by the Conference.

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#### SECTION 9—CHANGE OF OWNERSHIP

#### ATTACHMENT 'A'—APPLICATION FORM FOR APPROVAL AS A EUROPE ACCREDITED AGENT

## 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 1—Scope

Any legal person who meets the criteria described below may submit an application to IATA for accreditation as a Europe-Accredited Agent (EAA). Such criteria must continue to be met in order to ensure retention as a EAA.

**1.1** Once accredited as such, an EAA shall automatically acquire the right to open affiliated, subsidiary locations and inplants within the EU, EEA and Switzerland (thereafter refer to as Locations), without the need to seek individual accreditation for these entities on the condition that criteria as described under Resolution 818a is met. If the EAA is a Head Office (separate legal entity) or Branch location then the EAA shall be obliged to complete an Application Form as per Resolution 800a.

**1.2** The Applicant for single European accreditation (*hereafter referred to as 'the Applicant'*) must provide evidence of compliance in respect of the following;

## Section 2—Financial Responsibility

**2.1** The Applicant shall accept full financial responsibility to IATA and its Members for the performance of all of the Locations within its application for classification as a EAA and for any Locations subsequently added;

**2.2** The Applicant shall be the Head Office of the controlling entity accepting financial responsibility.

## Section 3—Registration/Licence

**3.1** The Applicant and any of its Locations must be officially registered on the same register as companies established under the national law, of a Member State of the EU/EEA or Switzerland and/or licensed to trade and offer travel agency services, as prescribed by the national commercial or fiscal law of that Member State.

**3.2** The EAA must be registered in the same Member State where it has its administrative head office.

## Section 4—Staff

**4.1** The Applicant and any of its Locations must have in its employment competent and qualified staff able to sell international air transportation and correctly issue electronic travel documents and report these to the BSP.

## Section 5—Premises

**5.1** The Applicant and any of its Locations shall be identified as a place of business for a travel agency in accordance with local commercial laws.

**5.2** Each Location 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.

**5.2.1** When notifying the creation of a new Location in the EU, EEA or Switzerland, the EAA shall be obliged to indicate the name address and other relevant information of the new Location.

**5.3** The Location shall not be in office space jointly occupied with an airline or an airline's General Sales Agent. Where an office/business space is jointly occupied with any other Travel Agency, not part of the EAA, each entity shall be responsible to report its sales under its separate IATA Numeric Code and be responsible to secure its separately allocated ticket stock.

## Section 6—Trading History

**6.1** 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.

**6.2** Without prejudice to 6.1, the Applicant may be approved if the Agency Services Manager 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.

**6.3** The Applicant shall not trade as a General Sales Agent for any air carrier in the country where it is established.

**6.4** The Applicant shall not trade as a Network Agent as provided under Resolution 842.

**6.5** A successful Applicant shall also not thereafter apply for the category of, or trade as a Network Agent.

## Section 7—Security

**7.1** An Applicant shall undertake to provide sufficient protection for:

**7.1(a)** all the Locations within its application for classification as a EAA;

**7.1(b)** the issuance of electronic tickets in accordance with the provisions detailed in Section 2.6 of Resolution 818g.

**7.2** When notifying the creation of a new Location, the EAA shall enclose a signed declaration that the premises of the new Location are fully compliant with the security criteria prescribed above.

**7.2.1** In this declaration, the EAA shall acknowledge that it does not benefit from a waiver of responsibility, in case of theft or fraudulent use of traffic documents at the new Location, if the premises of the said Location do not

comply with the stipulated security provisions in accordance with 7.1.

**7.2.2** IATA may initiate a review of the premises of the new Location.

## **Section 8—Finances**

### **8.1 Applications**

An Applicant consisting of a legal entity duly registered in a Member State for at least 12 months shall be submitted to a financial assessment as provided under sub paragraph 8.2.

### **8.2 Europe-Accredited Agents**

#### **8.2.1 Financial Assessment**

EAA's shall submit a full set of their annual audited or official financial accounts in the format required under the national legislation of the Member State where it is registered.

#### **8.2.2 Financial Criteria**

The financial stability of the Applicant is assessed in relation to the funds at risk, taking into account net equity, net current assets compared to the net cash sales of an average prescribed reporting and remitting period.

**8.2.2.1** 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.

**8.2.2.2** To obtain a satisfactory evaluation, the Applicant may be required to provide further information or additional financial support/parent company guarantee. This support can be in the form of a bank guarantee, an insurance guarantee or other alternatives examined case by case.

#### **8.2.3 Financial Guarantee**

If at any time, the EAA does not comply with any of the above criteria, it will be requested to provide within thirty (30) days of a written notice, a guarantee equal to the funds at risk, taking into account the net turnover of IATA member airlines ticket sales (or estimated turnover for Applicants already in business) of an average prescribed reporting and remitting period.

**8.3** An additional Location, falling under the auspices of a EAA shall not be subject to any of the above-mentioned financial requirements.

## **Section 9—Change of Ownership**

**9.1** An EAA is obliged to submit a Notice of Change only when it undergoes a change in respect of the Head Office Location, which shall apply to all its Locations.

**9.1.1** All changes of ownership, legal status, name or location that may impact an EAA's accreditation status as such, shall be notified to the Agency Administrator prior to the change to enable an evaluation as to whether the changes warrant the execution of a new EAA Agreement as per the terms of contract.

**9.2** In the event of a change to an EAA, where the contract requires a new Agreement, notice shall be submitted to the Agency Administrator by the EAA and, if applicable, the new owner, at least seven days before the change is to be effected. As soon as practicable given the nature of the change, the EAA and/or, if applicable, the new owner, shall submit an application for accreditation in accordance with Sections 1 to 8 of these Rules.

**9.2.1** Together with this application, the EAA and, if applicable, the new owner, must confirm the list of all its Locations for which it wishes to retain accreditation under its status as an EAA.

**9.2.2** Upon receipt of the Notice of Change, the Agency Administrator shall execute a provisional Agreement, which shall have the same form and effect as a Sales Agency Agreement, with the EAA and/or, if applicable, the new owner, unless the application for accreditation fails to meet the criteria set forth in these Rules.

**9.3** An EAA Agreement shall be subject to a process of review by the Agency Administrator any time there is a change in status.

## RESOLUTION 818a

### Attachment 'A'

#### APPLICATION FORM FOR APPROVAL AS A EUROPE ACCREDITED AGENT

The information requested below is required by IATA to assist in determining the eligibility of the applicant for accreditation as a Europe-Accredited Agent (EAA). The EAA shall accept full financial responsibility to IATA and its Members for the performance of all of the Locations within its application for classification as a EAA and for any Location subsequently added.

This application shall be made by the Head Office of the controlling entity accepting financial responsibility for specified affiliates or subsidiaries, in which it has at least a 51% ownership or financial interest. The applicant must be officially registered on the same register as companies established under the national law of a Member State of the EU/EEA or Switzerland for at least 12 months and/or licensed to trade and offer travel agency services as prescribed by the national commercial or fiscal law of that Member State. The EAA must be registered in the same Member State where it has its administrative head office.

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. Please retain a copy of this application for your permanent records as it forms an integral part of the Agency Agreement with IATA.

#### SECTION 1—IDENTIFICATION OF AGENCY ENTITY HEAD OFFICE FOR WHICH EAA APPROVAL REQUESTED

- 1.1 Full Legal name, including company-type:
- 1.2 Trade name, if different from 1.1 above:
- 1.3 Full address of the administrative head office for which application for approval is made:

	Telephone No:
	Additional Telephone No:
	E-Mail:
	Telefax No:

- 1.4 If registration is required by law in your country, give:
  1. the trade registration or license number of the agency;
  2. the date this was granted:
  3. please attach a copy of the official certificate of registration
- 1.5 Date on which this head office began to operate as a travel agency.

#### SECTION 2—GENERAL INFORMATION

2.1 This approval is sought as

- 1. An administrative head office: Yes  No   
 If Yes, please indicate if this office already has an IATA  
 Numeric code:   -
- 2. If no, for any other type of office please describe

2.2 Specify the legal status of the EAA entity:

- sole proprietorship                     
  partnership                                     
  limited liability company  
 other (describe)
- .....

## SECTION 3—BUSINESS ENTITY

(Complete only one Section that applies to the EAA)

3.1 If SOLE OWNER:

Name	Address and Telephone Number	% of time devoted to the agency business

3.2 If PARTNERSHIP:

Name and Title of Partners	Address and Telephone Number	% of time devoted to the agency business	Financial Interest %

3.3 If CORPORATION

1) When and where incorporated:

2) Name of shareholders*	Address	% of time devoted to the agency business	Financial Interest % (i.e. share-holding)

*\* 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.*

3) Names and Titles of Directors and Officers

3.4 IF NONE OF ABOVE APPLIES, fully describe the type of business entity, when and where organized 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 and telephone numbers and percentages of their time devoted to the agency business:

3.5 If the travel agency business is owned by another organization, please answer the following with respect to the parent organization:

1. What is its legally registered name and address?
2. What is the principal business of this organization?

## SECTION 4—FINANCIAL INFORMATION OF BUSINESS ENTITY

Specify as applicable in respect of the legal entity applying for EAA:

4.1 Registered capital:

4.2 Paid-up capital:

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

4.4 Attach a copy of the current full set of the annual audited or official financial accounts or financial statements, including balance sheet and profit and loss account certified by a chartered, certified public or certified general accountant, in respect of the EAA. These will be used to evaluate the financial standing of the entity accepting financial responsibility for any locations subsequently added.

## SECTION 5—AFFILIATED, SUBSIDIARY LOCATIONS AND IMPLANTS (within the EU, EEA & Switzerland)

**5.1** The EAA shall complete Schedule “A” attached, by listing all of the current affiliated, subsidiary locations and implants (within the EU, EEA & Switzerland) that form part of this initial application for a single EAA accreditation.

**5.2** The EAA acknowledges that it shall be obliged to notify IATA of the addition of any new location under the single EAA accreditation and that the EAA and its subsequent Locations must comply with the IATA Sales Agency Rules and confirm and provide evidence of compliance of the following:

### 5.3 Financial Responsibility

The EAA shall be the Head Office of the controlling entity accepting financial responsibility.

- Yes
- No

### 5.4 Registration and Licence

The EAA and its locations must be officially registered as companies established under national law, licensed to trade and offer travel agency services, as prescribed by the national commercial or fiscal law of the Member State(s).

- Yes
- No

### 5.5 Staff

The EAA and its locations must have in its employment competent and qualified staff able to sell international air transportation and correctly issue electronic travel documents and report these to the BSP.

- Yes
- No

### 5.6 Premises

The EAA and its locations shall be identified as a place of business for a travel agency in accordance with local commercial laws. Each Location 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, nor be in office space jointly occupied with an airline or an airline's General Sales Agent.

- Yes
- No

### 5.7 Trading History

Has any person who is a director of, or who holds a financial interest or position of management in the EAA or any of its Locations, 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.

- Yes
- No

If yes, please 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:

### 5.8 Security

All EAA locations shall undertake to provide sufficient protection for the issuance of electronic tickets and to comply with minimum security requirements of the IATA Passenger Sales Agency Rules

- Yes
- No

## SECTION 6—AUTHORITY

Please provide the names of individuals authorized to sign, on behalf of the EAA:

**SECTION 7—CONTINUATION & ACKNOWLEDGEMENT**

The EAA is obliged to submit a Notice of Change when it undergoes a change in respect of the Head Office and notify IATA in respect of any changes of ownership, legal status, name or location that may impact the EAA's or any of its locations accreditation status.

On behalf of the EAA, 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 authorized by the organization identified in the answer to Section I, to make these statements and file this document.

It is hereby agreed that this application shall become a part of the IATA Agency Agreement signed with Members of IATA for the sale of international air passenger transportation by the EAA and all its locations (as described herein).

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.

---

Signature of EAA Authorized Person

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Country

---

Print/Type Name

---

Date

---

Title/Position

**Schedule ‘A’**

Please provide details - including the full legal name, trading name, manager-contact(s), telephone/fax/generic e-mail and full address(es) and IATA numeric code(s) where applicable - of affiliated or subsidiary travel agency entities for which the Europe-Accredited Agent will accept financial responsibility and is hereby applying for EAA status:

---

Signature of EAA Authorized Person

---

Country

---

Print/Type Name

---

Date

---

Title/Position

---

## RESOLUTION 818g

### PASSENGER SALES AGENCY RULES

△ PAC1(49)818g(except USA) Expiry: Indefinite  
 PAC2(49)818g Type: B  
 PAC3(49)818g

This Resolution is applicable in the following countries:

**Area 1:** Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands/Malvinas, French Guyana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mexico, Montserrat, Nicaragua, Panama, Paraguay, Peru, 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, Uruguay, Venezuela.

**Area 2—Africa:** Botswana, Central/West Africa<sup>1</sup>, Egypt, Ethiopia, Ghana, Kenya, Lesotho, Malawi, Mauritius, Mayotte, Morocco, Mozambique, Namibia, Nigeria, Reunion Island, Rwanda, South Africa, Swaziland, Tanzania, Tunisia, Uganda, Zambia, Zimbabwe.

**Area 2—Europe:** Albania, Andorra, Austria, Azerbaijan, Belgium, Bosnia & Herzegovina, Bulgaria, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Ireland, Isle of Man, Italy, Kosovo, 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 Area<sup>2</sup>, Jordan, Kuwait, Lebanon, Saudi Arabia, Syrian Arab Republic, Yemen.

**Area 3:** Bangladesh, Cambodia, Chinese Taipei, Hong Kong (SAR), India, Indonesia, Japan, Kazakhstan, Korea, Kyrgyzstan, Macau (SAR, China), Malaysia, Mongolia, Nepal, Pakistan, People's Republic of China, Philippines, Singapore, South West Pacific, 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, it is,

RESOLVED that, the following provisions are adopted and implemented in any country, or group of countries (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 country shall be given to all Members by the Agency Administrator.

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#### SECTION 7—(INTENTIONALLY LEFT BLANK)

#### SECTION 8—CONSEQUENCES OF DEFAULT

#### SECTION 9—CONDITIONS FOR PAYMENT OF COMMISSION AND OTHER REMUNERATION

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#### ATTACHMENT 'A'—REPORTING AND REMITTING

#### ATTACHMENT 'B'—NOTICE OF CHANGE

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

<sup>2</sup> Gulf Area comprises: Bahrain, Oman, Qatar, United Arab Emirates.

## 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 1.1.

## Section 1—Agency Programme Joint Council

In each country 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 country 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,

**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 may attend the APJC as observers at the discretion of the Chairman.

**1.1.1.3** the Agency Services Manager 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 country 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 country 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 financial criteria can be achieved after consultation at an APJC within 24 months or 4 consecutive meetings (whichever represents the shorter period of time), 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 Financial Advisory Group to review and make recommendations to it on the criteria for financial standing, which body shall function as per sub-paragraph 1.1.3 below.

### **1.1.3 Financial Advisory Group**

**1.1.3.1** the Council may establish a Financial Advisory Group to assist in the development of local financial criteria for accreditation. The Financial Advisory Group (FAG) 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** FAG may seek the assistance of legal expertise and/or external financial expertise to advise on local accounting standards.

**1.1.3.3** the FAG will review any existing financial criteria against changing economic conditions in the market and make recommendations for change to the Council.

**1.1.3.4** Recommendations of the FAG 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 Chairman 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 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 Chairman. 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 Chairman 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 Agency Services Office**

the Agency Services Office shall be headed by the Agency Services Manager appointed by the Agency Administrator to operate and manage the accreditation programme in the country or area, including administrative actions and reviews associated therewith and also, when so decided by the Agency Administrator, to act as the local representative of IATA. The Agency Services Manager shall propose to the Agency Administrator

recommendations for the annual budget of the accreditation activities of the Agency Services Office. The Director General, in consultation with the Agency Administrator shall review the recommendations and determine and approve the final budget.

## **Section 2—Qualifications for Accreditation**

The requirements and qualifications listed in this Section 2 (including established local 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 electronic travel documents and report these to the BSP.

### **Finances**

**2.1.4** The financial stability of the applicant is assessed in relation to the funds 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 established local criteria, as adopted by the Conference and published in the Travel Agent's Handbook.

**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 funds at risk.

### **Branch Locations in Other Countries**

**2.1.4.3** An applicant that opens Branch Locations in a country, that is different from where the Head Office legal entity is located, will be assessed against the financial criteria established for the country 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 criteria of the country 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 funds at risk for that location.

### **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 the Agency Services Manager 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 country 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 STDs 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, STDs 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.

### **General Requirement**

**2.1.14** 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 either annually or 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 as prescribed shall be grounds for IATA to apply two instances of irregularity and to give the Agent 30 days to comply. Failure by the agent to comply within 30 days 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** When IATA determines that an Agent no longer satisfies the applicable financial criteria incorporated in the Handbook, 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. Additionally, IATA has the right for cause to review at any time the Agent's funds 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 Financial Security provided shall be in accordance with the established local criteria as adopted by the Conference and published in the Travel Agent's Handbook, and shall be provided by a specified date to be determined by IATA, which shall be no earlier than 30 days and no later than 60 days 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 apply two instances of irregularity and IATA shall withdraw all Standard Traffic Documents (STDs) and require the agent to comply with the conditions within 30 days. Failure by the agent to comply within 30 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 Subparagraph 2.2.1 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 double 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 above STDs 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;
- 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 Applicable 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;
- 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 serve immediate notice of suspension. Such notice shall take effect on the date so described by the Agency Administrator.

## **2.5 ELECTRONIC TICKETING (ET)**

The following provisions shall apply in any country/area in which a BSP is in operation, where Electronic Ticketing has been implemented.

### **2.5.1 Granting and Termination of Electronic Ticketing Authority**

**2.5.1.1** a BSP Airline participating in the Billing and Settlement Plan may issue an ET Authority to a Head or Branch Office Location of the Agent;

**2.5.1.2** any BSP 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;

**2.5.1.3** the BSP Airline shall simultaneously advise the BSP of the removal of the Electronic Ticketing Authority and the BSP Manager shall instruct the Ticketing System to inhibit Electronic Ticketing issuance on behalf of that BSP Airline;

### **2.5.2 Issuance of Electronic Tickets**

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 Electronic Tickets.

## **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 suspension action may be taken in accordance with Section 13 of these rules. In situations where an Agent fails to meet the requirements of the reporting and remittance rules irregularly and/or default action will be taken as described in those rules.

## **Section 3—Procedures**

Upon request, the Agency Services Manager 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 the Agency Services Manager 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, the Agency Services Manager 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 the Agency Services Manager 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 will arrange for at least one inspection to assist in determining whether the applicant meets the qualifications necessary to become an Accredited Agent. IATA may arrange for an inspection, to determine whether an Agent meets the qualifications necessary for a Branch Office Location;

**3.2.5** the Agency Services Manager 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 the Agency Services Manager'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 the Agency Services Manager's notice, request reconsideration of the decision by the Agency Services Manager or may invoke the procedures for review of the Agency Services Manager'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 the Agency Services Manager information concerning the Accredited Agent, where it feels that approval justifies further review.

## **3.3 ACTION FOLLOWING ACCREDITATION OF APPLICANT**

**3.3.1** if the Agency Services Manager 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 the Agency Services Manager, 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, the Agency Services Manager 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, the Agency Services Manager 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** a Member or BSP Airline may appoint an Accredited Agent which is on the Agency List and such appointment shall, unless otherwise specified, cover all Approved Locations of the Agent:

**3.4.1.1(a)** the Member may deposit with the Agency Administrator a statement of general concurrence for the appointment of all Accredited Agents. The Agency Administrator shall annually publish in the Travel Agent's Handbook a list of Members having deposited with him a statement of general concurrence,

**3.4.1.1(b)** alternatively, a Member may deliver to such Agent a Certificate of Appointment in the form prescribed by the Conference;

### **3.4.2 Effectiveness of Appointment**

**3.4.2.1** individual appointments shall be effective:

**3.4.2.1(a)** as to those Members who have deposited a statement of general concurrence, 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, as from the date on the Certificate of Appointment.

### **3.5 TERMINATION OF INDIVIDUAL APPOINTMENT**

**3.5.1** any Member 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 general concurrence, 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 STDs. IATA shall provide Agents with STDs. STDs 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 STDs 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 STDs whilst these are in its possession;

**4.1.4.2** STDs 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 an STD 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 STDs removed by the Agency Administrator. In the event, subsequent to the action above, an Agent has reason to request re-instatement of STDs 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 STDs 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 STDs 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 1.1.9 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 country 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, legal status, name or location of the Agent that may impact its accreditation status shall be notified to the Agency Administrator prior to the change to enable processing in accordance with the respective provisions of this Section. 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 Agency Administrator

**10.6** Effect of disapproval

**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

**10.2 CHANGES NOT REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT**

**10.2.1** The following changes to an Agent, which is structured as a corporation or limited liability company, require notice to be provided to IATA in accordance with Subparagraph 10.2.2 but do not require execution of a new Sales Agency Agreement, provided that the changes do not alter the Agent's legal nature with respect to its responsibilities and obligations under applicable law:

**10.2.1(a)** a reduction of capital;

**10.2.1(b)** the disposal or acquisition of stock representing 30% or more of the total issued share capital of the Agent by any Person, 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;

**10.2.1(c)** any reduction in capital, disposal or acquisition of stock less than 30% that has the effect of vesting the control, as defined in applicable local law, 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. Such transfer of stock will nonetheless be subject to the notification requirements under Subparagraph 10.2.2.

**10.2.2** No later than 7 days after any change listed in Subparagraph 10.2.1 taking effect, the Agent must provide to IATA notice of the change and the most recently available Accounts, in accordance with the Applicable Criteria, as defined in Section 2 of this Resolution. The Agent's accreditation will remain in effect unless, after reviewing the change or completing the Financial Review of the Agent, IATA determines that (i) the Agent does not satisfy the qualifications for accreditation, or (ii) the change alters the Agent's legal nature, in which case the Agency Administrator shall initiate a review of the Agent.

### **10.3 PROCEDURES FOR CHANGES REQUIRING A NEW PASSENGER SALES AGENCY AGREEMENT**

The following changes to an Agent require the execution of a new Sales Agency Agreement:

**10.3.1(a)** in the case of a sole owner, partnership or other unincorporated entity:

**10.3.1(a)(i)** the transfer of an interest in the Agent that has the effect of transferring control of the Agent to a Person in whom it was not previously vested,

**10.3.1(a)(ii)** the admission or withdrawal of a partner, or

**10.3.1(a)(iii)** the incorporation of the Agent;

**10.3.1(b)** in the case of a corporation or limited liability company:

**10.3.1(b)(i)** the acquisition of the Agent by a Person who is not an Agent,

**10.3.1(b)(ii)** the transformation of the Agent into a partnership or unincorporated firm,

**10.3.1(b)(iii)** any change which reduces the liability of any Person who was previously liable for the debts of the corporation, whether directly or indirectly, or

**10.3.1(b)(iv)** any change in the legal nature of the Agent, such that after the change, the legal nature of the Agent is not that existing prior to the change of legal status.

**10.3.2** in the event of a change to an Agent, as set forth in Subparagraphs 10.3.1 (a) or 10.3.1(b), notice shall be submitted to the Agency Administrator by the Agent and, if applicable, the new owner, using the Notice of Change set forth at Attachment 'B' at least seven days before the change is to be effected. As soon as practicable given the nature of the change, the Agent and/or, if applicable, the new owner, shall submit an application for accreditation in accordance with Section 3 of these Rules;

**10.3.3** upon receipt of the Notice of Change form, the Agency Administrator shall execute a provisional Sales Agency Agreement, which shall have the same form and effect as a Sales Agency Agreement, with the Agent

and/or, if applicable, the new owner, unless the application for accreditation fails to meet the criteria set forth in Section 3 of these Rules, in which case the Agency Administrator shall initiate a review;

**10.3.4** when an Agent with more than one Approved Location undergoes a change pursuant to this Subsection 10.3, a Notice of Change shall be submitted by the Agent only in respect of the Head Office Location, which 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;

**10.3.5** when an Agent undergoes a change that also includes a change of name or location, all changes shall be notified by the Agent in a single Notice of Change form and the Agency Administrator shall process all changes as one application.

**10.3.6** the provisional Sales Agency Agreement, if executed, shall take effect from the date when the change takes place. The previous Sales Agency Agreement shall 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;

**10.3.7** the Agency Administrator shall notify all BSP Airlines of the execution of the provisional agreement and on receipt of such notice BSP Airlines may do business with the Agent or the new owner as if it were an Accredited Agent.

### **10.4 OTHER PROCEDURES FOR PROCESSING CHANGES**

Upon receipt of a notice of change, the Agency Administrator shall:

**10.4.1** bill the Agent for applicable change application fee, as provided in Subparagraph 14.1.1.4 of these Rules, and

**10.4.2** publish details promptly to BSP Airlines in a listing that such a notice of change has been received.

### **10.5 FINAL APPROVAL BY AGENCY ADMINISTRATOR**

**10.5.1** in addition to any action taken by the Agency Administrator under Subparagraphs 10.2 or 10.3 of this Section, the Agency Administrator shall obtain from such source and in such manner as he may deem appropriate a report indicating whether the requirements for accreditation in these Rules are satisfied;

**10.5.2** if the report shows that the requirements are satisfied, the Agency Administrator shall notify the Agent or the new owner that the provisional Sales Agency Agreement shall cease to be provisional and shall become a Sales Agency Agreement effective 15 days from the date of the publication by the Agency Administrator. The Agency Administrator shall notify all BSP

Airlines accordingly and, when required, make any necessary amendment to the Agency List.

## **10.6 EFFECT OF DISAPPROVAL**

**10.6.1(a)** if the Agency Administrator is unable to execute a Sales Agency Agreement with the Agent or, if applicable, the new owner, the Agency Administrator shall promptly notify the Agent and/or the new owner and shall, simultaneously:

**10.6.1(a)(i)** in cases of a change requiring a new Agreement, by notice to the Agent and, if applicable, the new owner, confirm that the Sales Agency Agreement or the application for accreditation to the Location concerned terminated on the date when the change of ownership took place, and by notice to the new owner, terminate the provisional Sales Agency Agreement, if executed,

**10.6.1(a)(ii)** in cases of a change not requiring a new Agreement, 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,

**10.6.1(b)** in all such notices the Agency Administrator shall give the specific reasons for his action in writing and notify all BSP Airlines accordingly. In addition he will remove the STDs, remove the Agent from the Agency List. A disapproved transferee or Agent may within 30 days of the Agency Administrator's notice request reconsideration of the decision by the Agency Administrator or invoke the procedures set out in Resolution 820e for review of the Agency Administrator's action by the Travel Agency Commissioner;

**10.6.2** upon request for reconsideration by the Agency Administrator or for review by the Travel Agency Commissioner pursuant to Resolution 820e, the disapproval action shall be stayed and the status quo restored pending the result of the reconsideration or of the review. The Travel Agent Commissioner may request that a bank or other guarantee be provided as a condition for the stay;

**10.6.3** 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 BSP Airlines accordingly.

## **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 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, shall promptly advise the Agency

Administrator who shall either withdraw all STDs or execute a temporary Sales Agency Agreement, as provided below. 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 the remaining member(s) of the partnership or other unincorporated firm, enter into a temporary Sales Agency Agreement with the requesting party, reinstate STDs if already withdrawn, and advise BSP Airlines accordingly. The temporary Sales Agency Agreement shall be in the same form and have the same effect as a Sales Agency Agreement except that:

**10.7.1.1** if the Agency Administrator at any time has reason to believe that the financial situation of the decedent's estate, the partnership or other unincorporated firm is unsatisfactory, he shall withdraw STDs 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 Sales Agency Agreement and notify all BSP Airlines accordingly. The termination shall take effect on a date that is not before the date specified in clause 13.2 of the Sales Agency Agreement. The estate, partnership or other unincorporated firm may within 30 days of the date of the Agency Administrator's 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 restoring the status quo pending the outcome of the review. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require the estate, partnership or other unincorporated firm to provide a bank or other financial guarantee,

**10.7.1.2** if prior to the date of termination of the temporary Sales Agency Agreement the decedent's estate or the 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 BSP Airlines that STDs have been reinstated,

**10.7.1.3** 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 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 shall take the same action as required on removal of an Agent from the Agency List;

**10.7.2** 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 shall be deemed a change of ownership for the 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 Paragraph 10.3. of this Section and thereafter the provisions of that Paragraph shall apply;

**10.7.3** subject to earlier termination under the provisions of Subparagraph 10.8.1 or 10.8.2 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.

## 10.8 CHANGE OF LOCATION OR NAME

**10.8.1(a)** when an Agent moves from an Approved Location to another location not so approved, such Agent shall:

**10.8.1(a)(i)** as far in advance as possible but in any case before effecting the move, notify the Agency Administrator of the new address and remit the appropriate application fee,

**10.8.1(a)(ii)** if requested submit as soon as practicable two photographs of the interior and exterior of the new location;

**10.8.1(b)** IATA may arrange for an inspection of the new location and shall notify all BSP Airlines of the proposed new location. If the inspection report is favourable, the new location shall be deemed an Approved Location. If the investigation report is unfavourable the new location shall not be approved and the Agency Administrator shall give the Agent written notice of termination of the Sales Agency Agreement or of removal from the Agency List in the case of a Branch Office Location, specifying the date on which termination shall be effective, which shall 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 shall not take effect if, prior to the date of termination or removal, the Agency Administrator is able to approve the application for change of location;

**10.8.1(c)** the authority to act as an Approved Location shall continue to apply to the new location, pending the action taken under Subparagraph 10.8.1(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;

**10.8.2(a)** when an Agent changes its name, such Agent shall:

**10.8.2(a)(i)** notify promptly the Agency Administrator of the new name, and

**10.8.2(a)(ii)** remit the appropriate application fee;

**10.8.2(b)** the Agency Administrator shall 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 shall 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, the Agency Administrator shall disapprove the application and shall give the Agent written notice of termination of the Sales Agency Agreement, specifying the date on which termination shall be effective which

shall not be before the date specified in clause 13.2 of the Passenger Sales Agency Agreement, and notify all BSP Airlines 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;

**10.8.3** when an Agent's application for change of location or name is disapproved, or its Sales Agency Agreement is terminated or its Approved Location is removed from the Agency List, the Agent may, within 30 days of the Agency Administrator's 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 interlocutory order staying termination or removal pending the outcome of the review; in such case the Agency Administrator shall withdraw all STDs 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 bank or other guarantee required by the Commissioner as a condition for interlocutory relief.

## 10.8.4 Change of Head Office location to another country

In the event a Head Office location changes from one country to another without prior notification, the Head Office and all of its Locations shall be suspended pending review of its changed circumstances and evidence confirming its principal place of business for the Head Office and compliance with the criteria applicable to the country concerned. Such suspension 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 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.

## 10.9 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 and the provisions of Subparagraph 10.2 of this Section shall apply.

## 10.10 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 10.3 of this Section shall apply.

## 10.11 CHANGE OF LOCATION TYPE

**10.11.1** 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 shall:

**10.11.1.1** apply to the Agency Services Manager, giving full details of the proposed change, and

**10.11.1.2** on request from the Agency Services Manager, shall remit the appropriate administration fee or such other fee, appropriate to the change, as provided for in these Rules;

**10.11.2** the Agency Services Manager shall 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;

**10.11.3** if the former, the Agency Services Manager shall record the change of Location Type in the Agency List and notify the Agent and all BSP Airlines accordingly;

**10.11.4** if the latter, he shall so notify the Agent and proceed to process the change as provided for elsewhere under these Rules;

## **10.12 LATE NOTIFICATION OR ABSENCE OF NOTIFICATION OF CHANGE**

**10.12.1** in respect of a change of ownership or status if the notification and, when required, the completed application 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 that its Sales Agency Agreement is terminated as of the date of the change. The Agency Administrator shall notify all BSP Airlines accordingly and the provisions of Subparagraph 13.4.1 of Section 13 of these Rules shall apply. The transferor or Agent may within 30 days of the date of the notice of termination 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 termination or removal 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. Any future application from the transferee shall be processed in accordance with the provisions of Section 3 of these Rules;

**10.12.2** failure to notify the Agency Administrator of a change of name within 30 days of the change being made can result in a double irregularity being recorded and a review to ensure such Agent continues to meet the Accreditation criteria. The notice of double irregularity and the cost of undertaking the review, which shall be paid for by the Agent, will be confirmed in writing. If within a further 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 and this will result in the removal of STDs. The termination shall take effect on a date that is not before the date specified in clause 13.2 of the Sales Agency Agreement. The Agent may within 30 days of the date of a double irregularity notice 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 termination and removal of STDs pending the outcome of the review.

**10.12.3** failure to notify the Agency Administrator of a change of location within 30 days of the change being made can result in a double irregularity being recorded and a review to ensure such Agent continues to meet the Accreditation criteria. The notice of double irregularity and the cost of undertaking the review, which shall be paid for by the Agent, will be confirmed in writing. If the review is unfavourable the Agent shall be given notice of termination of the Sales Agency Agreement and this will result in the removal of STDs. The termination shall take effect on a date that is not before the date specified in clause 13.2 of the Sales Agency Agreement.

## **10.13 NOTICE TO BSP AIRLINES**

The Agency Administrator when giving any notice to BSP Airlines required under the foregoing provisions of Section 10 shall 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 advance notice in writing to the Agency Administrator who shall notify all Members and BSP Airlines. The notice will state an effective date of withdrawal, 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.

### **13.3 NOTICE OF SUSPENSION BY AGENCY ADMINISTRATOR**

when an Agent or Location is suspended for cause under the provisions of these Rules, the Agency Administrator shall give notice thereof in writing to the Agent. The suspension will take effect from the time specified in the written notice which shall be no earlier than 15 days after the date of the notice.

## **13.4 EFFECT OF REMOVAL OR SUSPENSION OR REPRIMAND**

### **13.4.1 Removal**

**13.4.1.1** when notice has been served by the Agency Administrator that an Agent or Location is to be removed from the Agency List:

**13.4.1.1(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,

**13.4.1.1(b)** IATA shall appoint a Coordinator to withdraw all STDs deposited with the Agent or with the Location and require an immediate accounting and settlement of monies due,

**13.4.1.1(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;

### **13.4.2 Suspension**

**13.4.2.1** when notice has been served by the Agency Administrator that an Agent or Location is to be suspended:

**13.4.2.1(a)** the Agency Administrator shall so notify Members and BSP Airlines,

**13.4.2.1(b)** IATA shall appoint a Coordinator to withdraw for the period of suspension all STDs deposited with the Agent or with the Location,

**13.4.2.1(c)** the Agent may within 30 days of the date of the suspension 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 suspension and preserving the status quo pending the outcome of the review,

**13.4.2.1(d)** in all other respects the provisions of these Rules and of other applicable Rules continue to apply to the Agent or Location during the period of suspension;

### **13.4.3 Reprimand**

when a reprimand is issued to an Agent under any of the provisions of these Rules, the Agency Administrator shall record it against the Agent and notify the Agent that this has been done.

## 13.5 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 STDs and remove the agent and all its locations from the Agency List.

## 13.6 APPOINTMENT AND DUTIES OF COORDINATOR

**13.6.1** 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:

**13.6.1.1** is removed from the Agency List or suspended under these Rules; or

**13.6.1.2** is declared in default under these Rules; or

**13.6.1.3** has an application for change of ownership disapproved under these Rules;

**13.6.2** the Coordinator shall immediately remove all STDs 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.

## 13.7 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.

## 13.8 USE OF IATA LOGO

**13.8.1** 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;

**13.8.2** the use of the logo is permitted only in connection with activities of an IATA Accredited Agent's Approved Locations;

**13.8.3** 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.

## 13.9 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 shall have the right, at its option, to 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 TYPES OF FEES**

**14.1.1** the following agency fees, in the amounts determined by the Conference in consultation with the Director General, shall be payable:

**14.1.1.1** a non-refundable application fee in respect of each application to become an Accredited Agent or an Approved Location;

**14.1.1.2** entry fees on application for entry in the Agency List of the Agent's Head Office Location and for entry of each Branch Office Location, and all other locations included within the Agency Programme;

**14.1.1.3** annual agency fees with respect to the Head Office Locations, each Branch Office Location, and all other locations included within the Agency Programme;

**14.1.1.4** non-refundable application fees in respect of each application for approval of changes of name, ownership or Location;

**14.1.1.5** an administration fee in respect of each application for a change of Location Type;

**14.1.2** no application for entry in the Agency List shall be considered unless the application fee, the entry fee and the first annual agency fee have been received. If the application is rejected, the entry and annual Agency fees shall be returned to the applicant.

**14.1.3** A cost justified fee, the level to be agreed locally, will apply for each Agent that fails to comply with established criteria.

### **14.2 INVOICING**

except in respect of the first assessment upon application, annual agency fees for each calendar year shall be paid not later than December 1 of the preceding year in accordance with the instructions of the Agency Administrator. Invoices for such fees shall be sent out by the Agency Administrator not later than November 1 of each year.

### **14.3 NON-PAYMENT OF ANNUAL, APPLICATION OR ADMINISTRATIVE FEES**

**14.3.1** if any Agent fails to pay the annual agency fee by December 1, the Agency Administrator shall promptly notify the Agent in writing that its Sales Agency Agreement shall be terminated if such fee is not received by December 31. In the event payment is not made 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. Payment of annual fees by the Agent after the due date may be subject to a 10% late-payment charge to cover costs incurred.

**14.3.2** if an Agent whose Agreement has been terminated under Subparagraph 14.3.1 of this Paragraph subsequently remits the annual agency fee by March 31 following such termination, the Agency Administrator may, if he is satisfied that the late payment was caused by events beyond the Agent's control, reinstate the accreditation of an Agent. Such Agent's name shall then be reentered on the Agency List and a new Sales Agency Agreement shall be executed;

**14.3.3** 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;

**14.3.4** if an Agent whose Agreement has been terminated under Subparagraph 14.3.3 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;

**14.3.5** an Agent may within 30 days of the date of the notice in Subparagraphs 14.3.1 or 14.3.3 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.

### **14.4 USE OF AGENCY FEES**

Agency fees collected by the Agency Administrator on behalf of 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.

## 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 loss, robbery, theft, burglary, fraudulent issue or misuse of STDs supplied to the Agent pursuant to these Rules, which STDs 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 unlawful removal was immediately reported in accordance with the requirements of these Rules, or fraudulent issue or misuse of such STDs 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 or for reprimanding an Agent. 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 persons 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 Irregularities 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
- 1.11 Remittance and Settlement Delayed by Official Government Action
- 1.12 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 Determination of Agent's Indebtedness to BSP Airlines
- 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 STDs 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 an STD.

**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 STDs 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 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;

**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 STD. 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 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(b)** IATA, 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 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 shall establish the standard frequency of Agents' Remittances under such BSP. The Remittance Date will be communicated to all agent's participating in each BSP.

**1.6.2.1** the frequency so established by Conference shall not be less than once each calendar month, or at 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 IATA shall deem appropriate acting on the requirements of the Agent; and

**1.6.2.1(a)** if the Remittance frequency so established is monthly, Remittances shall reach the Clearing Bank not later than its close of business on the date established by the Conference. This date shall not be earlier than the tenth nor later than the fifteenth day of the month following the month covered by the Billing,

AND

**1.6.2.1(b)** Whereso agreed by the PAConf if the Remittance frequency so established is monthly, Remittances shall reach the Clearing Bank on the date established by the Conference which shall not be earlier than the tenth nor later than the fifteenth day of the month following the month covered by the Billing; provided that the method of payment used assures that the funds are in the Clearing Bank 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 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. The Conference may adjust the period within which Remittances are required to reach the Clearing Bank by not more than five calendar days to meet the special requirements which shall be demonstrated of a particular BSP or BSP Airline;

**1.6.2.1(d)** if the Remittance frequency so established or so elected pursuant to Subparagraph 1.6.2.1(a) is greater than twice monthly, Remittances shall be made by the Agent so as to reach the Clearing Bank 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;

**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 as to reach the Clearing Bank before its close of business on the first subsequent day when the Clearing Bank is open for business;

**1.6.2.1(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 IRREGULARITIES 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 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 STDs, as established from time to time by IATA, in consultation with the Local Customer Advisory Group—Passenger (LCAG-P), 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), A Notice of Irregularity sent pursuant to this Subparagraph shall count as two listed instances of Irregularity for the purposes of the lists provided for in Subparagraph 1.7.5,

**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 Irregularity if recorded, 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). A Notice of Irregularity sent pursuant to this Subparagraph shall count as two listed instances of Irregularity for the purposes of the lists provided for in Subparagraph 1.7.5,

**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 irregularity, if recorded, 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 is one of the following circumstances substantiated by evidence acceptable to the Agency Administrator as provided for in Paragraph 1.7.4.3.

### 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, 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** immediately upon a fourth instance of Irregularity being recorded, six instances in the case of Nepal 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 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 any manual accountable documents issued during the Reporting Period,
- (ii) falsely reporting STDs as having been sold against Credit Cards,
- (iii) post-validating STDs

- (iv) permitting alteration, omission or other falsification of Card data or other required information in the 'form of payment' box on all coupons of original STDs or on any reissues thereof,
- (v) issuing or reissuing single or multiple STDs 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 STDs reflected as Card sales to circumvent credit or reporting procedures,
- (vi) falsification of reports or documents,
- (vii) violation of STD 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 Electronic Tickets,
- (ix) falsification and/or manipulation of issued Electronic Tickets, such that electronic ticketing data reported differs from electronic ticket data provided to the BSP Airline whose Electronic Ticket 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 STDs sold is seriously prejudiced;

**1.7.8.3** the Agency Administrator, in consultation with the LCAG-P 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 STDs and cause the removal of ticketing authority from the Agent,
- (iii) account for any monies received and
- (iv) notify all BSP Airlines of the action

**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** 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 STDs. Before granting an interlocutory order under this Subparagraph staying withdrawal of STDs, 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 1.7.8.3(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 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:

**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,

**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,

**1.7.9.5** 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 BSP Airlines' ability to collect monies for

STDs may be prejudiced, the Agency Administrator shall notify the Agent of the irregularity and may remove all STDs in the Agent's possession;

**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 STDs were withdrawn or of the date when the review was initiated, apply pursuant to Resolution 820e for interlocutory relief staying the withdrawal of STDs. Before granting an interlocutory order under this Subparagraph, the Travel Agency Commissioner shall require that the Agent provide a bank or other financial guarantee.

## 1.9 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 shall 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 shall be sent to the Agent via BSPlink and 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 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 1.10.6 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 shall 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 from the Approved Location(s) concerned all STDs. In addition, a copy of the notice shall be sent to the Agent via BSPlink and 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.

### 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 1.7.7 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 credit facilities 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,
- (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 1.7.4;

**1.10.5.2** thereafter, if the Default is not withdrawn pursuant to Subparagraph 1.10.5 the provisions of Section 2 of this Attachment shall apply.

**1.10.6** 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 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 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 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 Actions (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) at least 50% of the outstanding amount has been settled and a firm schedule for repayment by instalments within six months of the balance plus interest at the official (prime) bank rate plus one percent has been agreed between the Agency Administrator and the Agent;

**2.2.2** an alternative repayment schedule and conditions have been agreed between the Agent and either the Agency Administrator or the Agency Services Managers, 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 one percent has been agreed between the Agency Administrator and the Agent; such alternative repayment schedule shall extend over no more than 12 months and, in any event,

shall provide for payment of interest at a rate similar to that set out in Subparagraph 2.2.1(ii)

**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 shall require the Agent to furnish a bank guarantee or an approved insurance guarantee or bond equivalent to sales at risk:

**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 re-supply STDs and the BSP Airlines may, in their individual discretion, supply to the Agent their ticketing authority. In addition IATA will advise all System Providers that the Agent may issue STDs.

**2.3.1(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.

**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 irregularities 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'

TO: Agency Administrator AGENCY NAME, ADDRESS & INTERNATIONAL AIR TRANSPORT ASSOCIATION NUMERIC CODE

NOTICE OF CHANGE

Pursuant to the provisions of Section 10 of the Passenger Sales Agency Rules we hereby give notice of the following change(s) in the legal status or ownership of the above-named IATA Agent (Transferor) as a consequence of contractual arrangements or negotiations:

Table with 3 columns: Item number, Present Approved Status, Future Status. Contains 10 numbered items regarding ownership and agency details.

The Transferor has informed the Transferee of the need to comply with Sales Agency Rules if the Transferee wishes to be entered on the IATA Agency List as an Accredited Agent.

In accordance with one of the requirements of the Sales Agency Rules, the Transferee hereby undertakes that it accepts joint and several liability with the Transferor for any outstanding obligations 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.

Authorised Signature of Agent (Transferor) Witness

Authorised Signature of Transferee Witness

Dated:.....

**RESOLUTION 818g****Attachment ‘C’****REPORTING & REMITTANCE  
EXCEPTIONS****SECTION 1.1 MONIES DUE ON ISSUE OF  
STANDARD TRAFFIC DOCUMENTS**

**INDIA ONLY** On the issuance by the Agent of a Standard Traffic Document on behalf of a Member, the Agent shall be responsible for payment to the Member of any related non-transportation charges applicable in the country of issuance, irrespective of whether such Standard Traffic Document is subsequently voided or refunded.

**SECTION 1.5 BILLING**

**CHINA ONLY** The frequency at which Billings shall be rendered to Agents by the Clearing Bank shall be established by the Conference; provided that there shall be not less than 104 and more than 106 billings per calendar year.

**SECTION 1.6 SETTLEMENT—THE  
REMITTANCE DATE**

**BELGIUM, FRANCE, LUXEMBOURG AND THE NETHERLANDS** and such other countries as agreed by the PAConf where agreed if the remittance frequency so established is monthly, remittances shall reach the Clearing Bank on the date established by the Conference which shall not be earlier than the tenth nor later than the fifteenth day of the month following the month covered by the Billing; provided that the method of payment used assures that the funds are in the Clearing Bank in time for the remittance to be made into the BSP Airlines' account on the date so established;

**CAMBODIA 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.

**JORDAN ONLY** 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;

**SECTION 1.7 IRREGULARITIES & DEFAULT****Exceptions to Accumulated Irregularities**

**CHINA ONLY** if ten (10) 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;

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**RESOLUTION 820**

**FORM OF CERTIFICATE OF APPOINTMENT**

PAC1(40)820(except USA)    Expiry: Indefinite  
PAC2(40)820                    Type: B  
PAC3(40)820

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) .....

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**RESOLUTION 820d**

**OFFICE OF TRAVEL AGENCY COMMISSIONER**

△ PAC1(49)820d(except USA)    Expiry: Indefinite  
PAC2(49)820d                    Type: B  
PAC3(49)820d

RESOLVED that,

1. the Office of Travel Agency Commissioner, ('the Commissioner') is hereby established and shall be funded as provided below.

2. at least one Commissioner shall be appointed for each IATA Conference Area.

3. any person may submit names of candidates for vacant Commissioner positions to the Director General of IATA. Industry representatives, including the Chairman/CEO of UFTAA and the Chairman 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 Chairman/CEO of UFTAA and/ or the Chairman 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 Chairman/CEO of UFTAA and the Chairman 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-authorized by the Director General of IATA, the Chairman of the WTAAA and the Secretary General of ECTAA. Every effort shall be made by the Commissioner to use telecommunications to conduct review proceedings.

**7.3** The Conference, the PAPGJC, the UFTAA Chairman and the Chairman 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 Chairman/CEO of UFTAA and the Chairman 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.

## 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 Universal 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**

PAC1(48)820e(except USA) Expiry: Indefinite  
PAC2(48)820e Type: B  
PAC3(48)820e

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), within the Commissioner's jurisdiction, in accordance with this Resolution 820e:

#### **Section 1—Jurisdiction of the Commissioner**

All 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.

##### **1.1 REVIEW INITIATED BY AGENT OR APPLICANT**

Subject to paragraph 1.4, the Commissioner shall review and rule on cases initiated by:

**1.1.1** an applicant whose application to become an Accredited Agent has been disapproved by the Agency Administrator, or has been disapproved upon reconsideration;

**1.1.2** an Agent whose application for approval of an additional location has been rejected by the Agency Administrator, either on first consideration, or upon reconsideration;

**1.1.3** 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;

**1.1.4** 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 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;

**1.1.5** an Agent who has received formal notice from the Agency Administrator of impending removal of the Agent

or an Approved 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;

**1.1.6** an Agent whose application for change of location and/or name has been disapproved by the Agency Administrator;

**1.1.7** an Agent from whom stocks of Standard Traffic Documents have been withdrawn by ISS Management, or its representative, pursuant to the Accounting Irregularity Safeguards provisions of Resolution 818g or 832, as applicable; 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 1.3 of this Resolution;

**1.1.8** 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 Traffic Documents on behalf of, such Member;

**1.1.9** an Agent who is aggrieved by an impending amendment to its Passenger Sales Agency Agreement;

**1.1.10** an Agent who considers that the Agency Administrator (as defined) 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.

##### **1.2 PROCESSING REVIEW REQUESTS FROM AN AGENT OR APPLICANT**

The Commissioner shall apply the following rules to a request for review from an Agent/applicant:

**1.2.1** for a review initiated under any of the sub provisions of Paragraph 1.1 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;

**1.2.2.1** for review of a decision or action of the Agency Administrator, except when initiated pursuant to the provisions of Subparagraph 1.1.7 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;

**1.2.2.2** for review pursuant to the provisions of Subparagraph 1.1.7 of this Section, the request must be submitted within 10 calendar days of the withdrawal of the Standard Traffic Documents;

**1.2.2.3** for review made pursuant to the provisions of Subparagraphs 1.1.8 and 1.1.10 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 is aggrieved;

**1.2.2.4** where a request for review is accompanied by an application for interlocutory relief to stay action by the Agency Administrator, if:

- (a) acceptance of the request for review is within the Commissioner's jurisdiction; and
- (b) the 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 credit risk

the Commissioner may grant the interlocutory relief. In addition to those Resolutions which provide that the Commissioner shall require, as a condition for granting any request by an Agent/applicant for interlocutory relief, that the Agent/applicant provide a bank or any other form of guarantee, the Commissioner shall have the power to require an Agent/applicant to provide such a guarantee in other circumstances he deems appropriate, or upon an appropriate showing by the Agency Administrator, Member or other respondent, as the case may be. The bank or other guarantee shall cover the amount in dispute or any other amount deemed appropriate by the Commissioner in light, in particular, of the financial risk associated with the dispute. The Commissioner may, in addition or in the alternative, require an immediate accounting and settlement of all monies due at the time the interlocutory order takes effect. 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.

**1.2.3** the Commissioner shall initially decide whether or not he has jurisdiction to determine the matter and 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;

**1.2.4** acting on the basis of all probative evidence presented during the proceeding, the Commissioner shall decide whether the Petitioner 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.

## 1.3 REVIEW INITIATED BY AGENCY ADMINISTRATOR

The Agency Administrator, on his own initiative or at the request of any Member, a group of Members, or of the Agency Services Manager, 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:

**1.3.1** the Agent or Approved Location no longer fulfils the qualifying requirements for accreditation under the Passenger Sales Agency Rules;

**1.3.2** the Agent has used a credit card issued in the name of the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's officer, partner or employee, in connection with the sale of air transportation on behalf of a Member to any customer of the Agent;

**1.3.3** 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;

**1.3.4** the Agent refuses to surrender unissued Traffic Documents on demand by the Member or ISS Management;

**1.3.5** the Agent has issued Traffic Documents or caused Traffic Documents to be issued at other than an Approved Location or other authorized place of issue of that Agent;

**1.3.6** the Agent has failed to notify ISS Management and the Member concerned immediately of the removal of Traffic Documents, in the event of robbery, theft, burglary, fraud or other unlawful means, or of Traffic Documents having been destroyed;

**1.3.7** the Agent has knowingly accepted unissued Traffic Documents consigned to another Agent;

**1.3.8** pursuant to the Accounting Irregularity Safeguards provisions of Resolutions 818g or 832, as applicable, an audit or other investigation has revealed irregularities in the Agent's accounting standards or practices;

**1.3.9** the Agent refuses to permit a Member or ISS Management to audit or secure an audit of Traffic Documents in the Agent's custody;

**1.3.10** the Agent has allegedly failed to fulfil its contractual obligations on the custody and/or issuance of Traffic Documents;

**1.3.11** the Agent has persistently failed to settle amounts owing against Agency Debit Memos (ADMs) whether or not such ADMs have been subject to dispute;

**1.3.12** pursuant to the provisions of Paragraph 1.8 of Attachment "A" to Resolution 818g, and of Paragraph 1.8 of Resolution 832, 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.

## **1.4 MATTERS OUTSIDE THE PURVIEW OF THE TRAVEL AGENCY COMMISSIONER**

The Commissioner shall decline to act on any of the following:

**1.4.1** claims arising under restraint of trade law/regulations of the state or international authority having jurisdiction;

**1.4.2** any matter in relation to which the Commissioner does not have jurisdiction under this Resolution.

## **1.5 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 deems appropriate under the circumstances

## **Section 2—Rules of Practice and Procedure**

Each Commissioner shall publish rules of practice and procedure designed to ensure prompt and impartial review of all matters properly submitted to him.

**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. The Commissioner's rules shall grant the Petitioner and the Respondent ('the Parties') the following minimum rights:

**2.1.1** right to move for dismissal, whether based on lack of jurisdiction or for any other reason;

**2.1.2** right to move for summary judgement or other appropriate relief;

**2.1.3** right to submit in writing any relevant information which it deems appropriate;

**2.1.4** right to call witnesses;

**2.1.5** right to appear in person and/or be represented by counsel and present evidence and arguments in support of its position;

**2.1.6** right to hear the evidence and arguments of the other party and its witnesses;

**2.1.7** right to cross examine the other party and its witnesses;

**2.2** proceedings before the Commissioner shall be informal, and 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 may also render a decision on written stipulations between the Parties;

**2.4** the party who has initiated a request for review ('the Petitioner') may withdraw all or part of it, in writing, at any time prior to the issuance of the Commissioner's decision, provided that if it is withdrawn by the Petitioner 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** 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** 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.

**2.8** the decision shall be in writing and shall include all such findings and conclusions and with respect to reviews conducted under Paragraph 1.1 of this Resolution any conditions imposed by the Commissioner. With respect to review proceedings instituted pursuant to Paragraph 1.3 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.

**2.9** a signed copy of the decision shall be served on each party. Subject to action taken under 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.

**2.10** 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 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.

## Section 3—Courses Open to 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/Approved 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 conversely, on finding against the petitioning applicant/Agent, the Commissioner shall uphold the Agency Administrator's/Member's decision which shall thereupon be implemented;
- 3.2 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 Passenger Sales Agency Rules and this Resolution 820e.

### 3.3 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:

- 3.3.1 the Agent or Approved Location be removed or suspended for a stated period of time from the Agency List;
- 3.3.2 an Agent or Approved Location be required to meet specified requirements as a condition for retention on the Agency List;
- 3.3.3 order that Standard Traffic Documents, and ticketing authorities be removed from the Agent;
- 3.3.4 the Agent be reprimanded;

3.3.5 the Agent's access to reduced fare air passenger transportation be suspended for a specified period;

3.3.6 the Agent, at its own expense, be required to undergo an audit by an independent certified public accountant;

3.3.7 where it is found that at the time of the hearing, the Agent is improperly withholding money from a Member, the Commissioner shall suspend the Agent until all outstanding amounts have been paid to the Member(s) concerned.

### 3.4 ADDITIONAL POWERS OF THE COMMISSIONER

The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with this Resolution in accordance with the rules of Amicable Dispute Resolution of the International Chamber of Commerce ("ICC ADR Rules"). At any time during the course of the Commissioner's review, the Commissioner may recommend mediation in accordance with the ICC ADR Rules.

## 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 the Agency Services Manager has been the object of an Agent's action before the Commissioner taken under the provisions of this Resolution and the Agency Administrator, or the Agency Services Manager, contest the Commissioner's decision, the Agency Administrator or the Agency Services Manager shall have the right to have such decision reviewed by arbitration, in accordance with the procedures set out in the Passenger Sales Agency Rules.

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## RESOLUTION 822

### IATA NUMERIC CODE

PAC1(47)822                      Expiry: Indefinite  
PAC2(47)822                      Type: A  
PAC3(47)822

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 holding Standard Traffic Documents pursuant to Resolution 850b 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

4.1 validation of Traffic Documents at places to which an IATA Numeric Code has been allocated shall be effected by use of a validator with a metal or plastic die or plate. The use of a rubber or plastic stamp for such purpose shall not be permissible. The specifications of the validator die or plate shall be as follows:

4.1.1 maximum size 3.5 cm. (1 in.) width by 2.8 cm. (1 in.) depth;

4.1.2(a) dies or plates shall set forth information as illustrated herein for each location in the following sequence:

4.1.2(a)(i) name of issuing entity,

4.1.2(a)(ii) IATA Numeric Code of location,

4.1.2(a)(iii) date of issue, with day and year in figures and month abbreviated in three alpha characters such as JAN/APR/JUL/OCT/ etc.,

4.1.2(a)(iv) street address (optional),

4.1.2(a)(v) city and country,

*Note: the country when abbreviated shall be shown by using the International Standards Organisation (ISO) code*

#### 4.1.2(b) Examples:

AGENT X Y Z	AGENT X Y Z
20-2 0000 3	20-2 0000 3
30 APR 90	30 APR 90
RUE DE LYON 8	RUE DE LYON 8
GENEVA/SWITZERLAND	GENEVA/CH

#### 4.1.2(c) Exception:

when passenger accountable forms are validated by imprinter, the location information may be divided for entry in more than one position, with the order sequence varied as well,

#### 4.1.2(d) Examples:

20-2 0000 3	20-2 0000 3
AGENT X Y Z	AGENT X Y Z
30 APR 90	30 APR 90
RUE DE LYON 8	RUE DE LYON 8
GENEVA/SWITZERLAND	GENEVA/CH

4.1.3 IATA Agents shall, upon request, furnish the Agency Administrator with an impression of the validator die or plate for each Approved Location;

### Section 5—VALIDATION OF PAPER AUTOMATED TRAFFIC DOCUMENTS\*

when automated Traffic Documents are issued, the data specified in Subparagraph 4.1.2(a) of this Resolution, if computer generated, shall be shown in accordance with the provisions of the applicable Passenger Services Conference Resolution.

### Section 6—LEGIBILITY OF IATA NUMERIC CODE

particular care shall be exercised to ensure that the IATA Numeric Code is clearly legible on each coupon of the Traffic Document issued.

### Section 7—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 8—THEFT OR DISAPPEARANCE OF VALIDATOR DIES OR PLATES

in the event of the theft, loss or disappearance of a validator die or plate bearing an IATA Numeric Codes allocated pursuant to Subparagraph 3.1.1 or 3.1.3 of this Resolution, the party to which such IATA Numeric Codes has been allocated shall immediately notify the Agency Administrator. Immediately upon receipt of such notification, the Agency Administrator shall, if circumstances warrant, allocate a new IATA Numeric Codes and advise the notifying party and all Members, Thereafter, the notifying party shall, in respect of the location concerned, destroy any validator dies or plates in its possession and replace them by new validator dies or plates bearing the newly allocated IATA Numeric Codes.

### Section 9—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.

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\* Note: this provision is not applicable in IATA BSPs

**RESOLUTION 824****PASSENGER SALES AGENCY AGREEMENT (VERSION II)**

PAC1(22)824(except USA)    Expiry: Indefinite  
PAC2(22)824                    Type: B  
PAC3(22)824

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 this .....day of .....20.....

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 824a**

**APPLICATION OF THE TERM  
'COMMISSION'**

PAC1(29)824a(except USA) Expiry: Indefinite  
PAC2(29)824a Type: B  
PAC3(29)824a

RESOLVED that, for the purpose of the Passenger Agency Conference Resolutions, where applicable, the term "commission" shall be deemed to include any form of remuneration.

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## 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'.

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## RESOLUTION 824d

### **DEPOSIT RECEIPTS TO BE ISSUED BY AGENTS**

PAC1(24)824d(except USA)      Expiry: Indefinite  
PAC2(24)824d                      Type: B  
PAC3(24)824d

NOTWITHSTANDING the requirement of the Passenger Sales Agency Agreement that the Agent issue a Traffic Document immediately money is received by the Agent for specified passenger air transportation or ancillary services sold under the Agreement, it is

RESOLVED that,

1. In the event that the Agent accepts money from a customer up to the maximum value of USD80, or equivalent amount, and retains such money on account of the customer without obligating the carrier to provide passenger air transportation or ancillary services, the Agent may, instead of issuing a Traffic Document, issue a written receipt,

2. Such receipt shall be duly signed by the Agent and shall include:

- Name and Address of Agent
- Date
- Name of Customer
- Amount received
- A notice to the following effect:

"this receipt is issued by the Agent acting on its own behalf and not as agent for an air carrier. Issuance of such receipt does not impose or imply any obligation or liability on an air carrier to provide air transportation and/or ancillary services".

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## RESOLUTION 824r

### REFUNDS TO AGENTS

PAC1(44)824r(except USA)    Expiry: Indefinite  
PAC2(44)824r                    Type: B  
PAC3(44)824r

WHEREAS the relationship between Members 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 Members of monies payable to Members 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, provide for refunds to be made or authorised by Members to their Agents without stipulating a time-limit for effecting such refunds, now it is

RESOLVED that

### Section 1—REFUNDS

1.1 Members are recommended to authorise the use of GDS refunding applications for totally unused traffic documents. In all cases Members shall expedite refunds on unused or partly used Traffic Documents in accordance with the following practices:

#### 1.1.1 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 Carrier,

#### 1.1.2 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 Carrier.

#### 1.1.3 Inability to Process

notwithstanding the provisions of 1.1.2 above if a Member is unable to process a refund on partly used traffic documents within the proscribed time-frame, the reasons will be communicated to the Agent by the Carrier.

## RESOLUTION 824s

### ADHERENCE TO MINIMUM SECURITY STANDARDS—APPLICABLE INDEMNITY PROVISIONS

PAC1(25)824s(except USA)    Expiry: Indefinite  
PAC2(25)824s                    Type: B  
PAC3(25)824s

RESOLVED that,

1. the indemnities and waivers given by the Agent and the Carrier in respect of lost, stolen, misused or fraudulently issued Traffic Documents, as set forth in the Sales Agency Rules, shall be those in effect as at the date of execution of the Agent's Passenger Sales Agency Agreement in the form prescribed in Resolutions 824, designated in Paragraph 3 hereof, and shall not be amended or varied except as agreed between the Agent and the Carrier.

2. the Resolutions designated in Paragraph 3 hereof shall remain effective only if this Resolution becomes and remains effective, and if any of these Resolutions is disapproved, rescinded or a Government approval is withdrawn, all such Resolutions shall simultaneously be voided or rescinded, as the case may require.

3. Resolutions:

PAC1(25)824 (except USA)  
PAC2(25)824 (except EU and EEA countries)  
PAC3(25)824

## RESOLUTION 826

### IDENTIFICATION OF AIRLINES' POINTS OF SALE

PAC1(28)826(except USA)    Expiry: Indefinite  
PAC2(28)826                    Type: B  
PAC3(28)826

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.

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## RESOLUTION 828

### REMITTANCE OF AMOUNTS COLLECTED AS PART OR FULL SPECIAL ADVANCE PAYMENT FOR SPECIAL FARES

PAC1(43)828(except USA)    Expiry: Indefinite  
PAC2(43)828                    Type: A  
PAC3(43)828

RESOLVED that, in respect of any special fares included in a Member's tariff, the terms of which specifically require part or full payment to be made, either to the Member or to its approved Passenger Sales Agent ('Agent') by a deadline prior to the date of commencement of travel, the following provisions shall apply:

#### 1. WHERE PART-PAYMENT IS REQUIRED

1.1 an MCO (or, if the part-payment is made directly to the Member, such Member's own permissible accountable document or receipt) shall be issued in respect of the amount collected. If the collection is made by an Agent, the MCO shall be included in such Agent's next Sales Report in accordance with applicable reporting procedures. The exchange coupon of the MCO (or its equivalent if the Member's own accountable document or receipt is used) shall be delivered to the prepayer;

1.2 the Member or its Agent:

1.2.1 shall collect by the applicable specified date, the outstanding balance; withdraw the MCO exchange coupon (or other document); and issue the ticket(s).

1.3 If this balance collection and ticket issuance is made by an Agent, the transaction shall be included in such Agent's next Sales Report in accordance with applicable reporting procedures.

2. where full payment of the fare is required by a specified date, such payment must be effected and the ticket(s) (or Member's own permissible accountable document or receipt) shall be issued not later than such date.

3. the normal reporting and remittance procedures provided for in the Sales Agency Administration Rules shall apply in respect of all advance payment collections and issuances to which the terms of this Resolution apply.

**Editorial Note:** Any references to MCO in the provisions contained in this Resolution mean the Neutral Multiple Purpose Document (MPD).

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## RESOLUTION 830a

### CONSEQUENCES OF VIOLATION OF TICKETING AND RESERVATION PROCEDURES

PAC1(45)830a(except USA) Expiry: Indefinite  
PAC2(45)830a Type: B  
PAC3(45)830a

WHEREAS IATA Members are granting IATA Accredited Agents access to Standard 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 ticket/miscellaneous charges order (MCO), 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 ticket contrary to the conditions governing the fare applied, thereby allowing travel at less than the applicable fare,

1.3 issuing a ticket or MCO for more than one passenger, except as authorised for certain MCOs,

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 ticket or MCO,

1.6 changing the currency of payment or failing to carry this forward to the new ticket or MCO,

1.7 failing to carry forward all restrictions to the new ticket or MCO,

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 ticket or MCO,

1.10 failing to ensure that when conjunction tickets or MCOs are issued, the conjunction ticket or MCO numbers are shown on all conjunction tickets or MCOs,

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 an eticket without either revalidating or reissuing, as applicable, the original ticket to reflect the new itinerary and/or,

1.19 voiding tickets 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.

**Editorial Note:** Any references to MCO in the provisions contained in this Resolution mean the Neutral Multiple Purpose Document (MPD) or a similar document available to Agents in a BSP.

## RESOLUTION 830d

### RESERVATIONS PROCEDURES FOR AUTOMATED ACCREDITED AGENTS

PAC1(07)830d(except USA) Expiry: Indefinite  
PAC2(07)830d Type: B  
PAC3(07)830d

RESOLVED that,

1. when an Accredited Agent (hereinafter 'Agent') is connected to a Member's automated reservations system, the Agent is acting on behalf of the Member(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) 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. Members must have the passenger's contact in the event there are any operational difficulties or it is either too late or not practical to advise the Agent. For this reason, in addition to its own telephone contact, the booking Agent shall enter in the Passenger Name Record (PNR) the customer's home and/or business telephone contact whenever available.
  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. the Agent shall be solely liable for the consequences of its failure to comply with any Resolution governing reservations.
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## RESOLUTION 832

### REPORTING AND REMITTING PROCEDURES

△ PAC1(49)832(except USA) Expiry: Indefinite  
PAC23(49)832(except 818g Type: B  
countries)

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 BSPs
2. Reporting and Remitting directly to Members
3. The consequences of defaults

#### 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 Irregularities and Default
  - 1.7.1 Charges
  - 1.7.2 Overdue or Dishonoured Remittance
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  - 1.7.4 Accumulated Instances of Late Remittance and/or Dishonoured Payment (Philippines only)
  - 1.7.5 Failure to remit in Billing Currency
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- 1.7.7 Accumulated Irregularities
- 1.7.8 Agent in Default as an IATA Cargo Agent
- 1.7.9 Other Defaults
- 1.7.10 Accounting Irregularity Safeguards
- 1.7.11 Disputed Agency Debit Memo
- 1.8 Prejudiced Collection of Funds
- 1.9 Notification of Irregularity
- 1.10 Default Action
- 1.11 Remittance delayed by Government Action
- 1.12 Responsibility for Settlement of Card Transactions

## **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 delayed by Government Action

## **SECTION 3 CONSEQUENCES OF DEFAULT**

- 3.1 Determination of Agent's Indebtedness to Members and BSP Airlines
- 3.2 Settlement of Amounts Due
- 3.3 Review by 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 an STD.

**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'.

**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 (India only)** On the issuance by the Agent of a Standard Traffic Document on behalf of a Member, the Agent shall be responsible for payment to the Member of any related non-transportation charges applicable in the country of issuance, irrespective of whether such Standard Traffic Document is subsequently voided or refunded.

## 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 Date 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 Resolution 814 countries only

the frequency so established by the Conference shall not be less than once each calendar month, or at 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 Agency Administrator shall deem appropriate acting on the requirements of the Agent; and

**1.6.2.1(a)** if the Remittance frequency so established is monthly, Remittances shall reach the Clearing Bank not later than its close of business on the date established by the Conference. This date shall not be earlier than the tenth nor later than the fifteenth day of the month following the month covered by the Billing,

**1.6.2.1(b) MOROCCO ONLY** if the remittance frequency so established is once monthly, Remittances shall be made so as to reach the Clearing Bank not later than its close of business on the 16th day of the following month or as provided for on the local calendar; provided that the method of payment used, which is limited to Electronic Bank Transfers and/or Direct Debit, assures that the

funds are in the Clearing Bank for good value on the day of remittance;

**1.6.2.1(c)** 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. The Conference may adjust the period within which Remittances are required to reach the Clearing Bank by not more than five calendar days to meet the special requirements which shall be demonstrated of a particular BSP,

**1.6.2.1(d)** if the remittance frequency so established or so elected pursuant to Subparagraph 1.6.2.1(a) is greater than twice monthly, Remittances shall be made by the Agent so as to reach the Clearing Bank not later than its close of business on the fifth day following the Reporting Dates so determined; any transactions not processed in previous reporting periods will be included in the final billing;

**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 as to reach the Clearing Bank before its close of business on the first subsequent day when the Clearing Bank is open for business;

**1.6.2.1(f)** an Agent having more than one Approved Location subject to the same BSP may apply to ISS Management for authorization to remit monies due on behalf of all such Approved Locations through one designated office of the Agent to the Clearing Bank;

#### **1.6.2.2—1.6.2.4 (except Resolution 814 countries and Canada & Bermuda)**

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:

**1.6.2.2(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

**1.6.2.2(b)** immediately upon receipt of the delayed Billing, remit any shortage between the remittance made pursuant to Subparagraph 1.6.2.2(a) above and the amount of the Billing.

**1.6.2.2(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 1.7.3.

**1.6.2.2(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;

**1.6.2.3 (except Canada & Bermuda)** 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;

**1.6.2.4** 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;

#### **1.6.2.5—1.6.2.13 (Canada & Bermuda only: Processing and Settlement)**

**1.6.2.5** The Agent shall remit all settlements owing to the Clearing Bank with a value date for each corresponding Settlement Date, in accordance with the Calendar of Settlement Dates for Canada published yearly and in advance by IATA as part of the local Chapter 14 of the BSP Manual for Agents, as prescribed by ISS Management. The following provisions shall govern the remittance process:

**1.6.2.5.1** In order to settle with the Clearing Bank through automated debits, the Agent shall issue all appropriate authorisations, and in particular the Agent shall enter into agreement providing for pre-authorised debits to be drawn from its designated account, such authorizations and agreement to be substantially in the form as may be prescribed from time to time by ISS Management.

**1.6.2.5.2** The Agent who chooses not to settle through automated debits shall duly settle all amounts outstanding by wire transfer, at its own costs, with a value date for each corresponding Settlement Date.

**1.6.2.6** the Data Processing Centre shall, in accordance with instructions prescribed by ISS Management,

- (i) process the contents of the Agent's sales transmittals;
- (ii) provide to the Agent a summary of all transactions contained therein;
- (iii) compute the net amount due to BSP Airlines;
- (iv) draw a cheque in or otherwise debit such amount on the Agent's trust account or other bank account for presentation on the 'Settlement Date', published in the BSP Manual for Agents;

**1.6.2.7** an Agent having more than one Approved Location subject to the BSP may apply to ISS Management for authorisation to submit Sales Transmittals on behalf of all such Approved Locations through one designated office of the Agent to the Processing Centre;

**1.6.2.8** the average number of days between the date of issue of a Standard Traffic Document and the date on which settlement therefore is due to a BSP Airline, or its designated intermediary acting on its behalf, is referred to

hereinafter as the 'average delay from sales to settlement' (ADSS).

**1.6.2.9** It is determined by dividing the length of the Settlement Period in days by two, and adding thereto the number of days following the end of the Settlement Period to the date on which settlement (payment) in respect of all Accountable Transactions made by the Agent during such Settlement Period is to be made to the Member, Airline or designated intermediary;

Example:

ADSS = length of Settlement Period in days divided by two plus days to Settlement Date

e.g.

$$\frac{7}{2} + 10 = 13.5 \text{ days} \qquad \frac{7}{2} + 11 = 14.5 \text{ days}$$

**1.6.2.10** the Conference may, provided also that the National Carrier(s) supports the recommendation, authorise changes to the Reporting Period, Settlement Period, Reporting Date, Submission Date and Settlement Date applicable to the BSP, subject to the following:

**1.6.2.11** except as provided below the ADSS shall be uniform for all Agents,

## 1.7 IRREGULARITIES 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.

### 1.7.1 Charges

The Conference, or the Assembly where so delegated, 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 Local Customer Advisory Group—Passenger (LCAG-P), 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;

AND

**1.7.1(a)(ii) (Philippines only)** the amount of the charge shall escalate with the repetition of the same type of incident by the same Location during the same calendar year; provided that the level applicable to the fourth instance shall apply to all subsequent instances during the same calendar year. ISS Management shall keep a record of administrative charges debited to each Location during a calendar year. The record shall be closed at the end of each calendar year and entries therein shall not be carried forward to the following calendar year;

#### 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(b)(i) (Philippines only)** Clearing Bank Charges shall accrue from the Remittance Date applicable to the date of receipt of the remittance by the Clearing Bank, or to the date when the Agent is declared in Default, whichever is earlier, and shall be proportional to the amount (less tax, if any) remitted late;

**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 (except Canada & Bermuda—see Paragraph 1.7.3)**

**1.7.2.1 (except Philippines)** 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), A Notice of Irregularity sent pursuant to this Subparagraph shall count as two listed instances of Irregularity for the purposes of the lists provided for in Subparagraph 1.7.6,

**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 Irregularity if recorded, 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.

OR

**1.7.2.2 (Philippines only)**

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 1.6.2.2(b), (c) and (d), or if an instrument of payment received by the Clearing Bank to effect such remittance is dishonoured on or after the Remittance Date, the Clearing Bank shall immediately so advise the Agency Administrator who shall thereupon demand payment from the Agent including any Clearing Bank charges incurred and shall then:

**1.7.2.2(a)** notify the Agent that an instance of overdue remittance will be entered in the record kept under the provisions of Subparagraph 1.7.4. A Notice of Irregularity sent within the terms of this Subparagraph shall count as two listed instances of Irregularity for the purpose of the list provided for in Subparagraph 1.7.6, for which its provisions shall then apply;

**1.7.2.2(b)** if payment is not received on demand, the Clearing Bank shall immediately so advise the Agency Administrator who shall thereupon notify the Agent and Default Action with respect to all Locations of the Agent shall be taken in accordance with Paragraph 1.10;

**1.7.2.2(c)** notwithstanding such Default Action, the Agency Administrator shall debit the Agent for Clearing Bank charges calculated as specified in Subparagraph 1.7.1(b). The charges so debited shall, for the purpose of Subparagraph 1.10.2, be deemed part of all amounts owing by the Agent;

**1.7.2.2(d)** 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;

**1.7.2.2(e)** 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 Irregularity if recorded, shall be rescinded;

**1.7.2.2(f)** if it is subsequently established that such non-payment or dishonouring is due to a bona fide bank error, as provided for in Paragraph 1.7.9, 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 1.7.5.2(a);

**1.7.2.2(g)** 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 Dishonoured Cheque or other Method of Payment (Canada, Bermuda and Philippines only)**

#### **1.7.3.1 (Canada & Bermuda only)**

if a cheque or other debit in settlement of amounts due is dishonoured by non-payment by the drawee bank, the Agency Administrator shall without delay send a Notice of Irregularity in respect of the location concerned and demand immediate payment from the Agent. Such Notice of Irregularity shall count as two instances of Irregularity for the purposes of the lists provided for in Subparagraph 1.7.6.

**1.7.3.1(a)** If payment is not received on demand, the Agency Administrator shall immediately notify ISS Management and the Agent and he/she shall take Default Action with respect to all Locations of the Agent in accordance with Paragraph 1.10. In addition to any action prescribed in this Subparagraph, the following additional provisions shall apply:

- (i) a charge as determined annually by the Conference to recover all costs incurred as a consequence of the dishonoured cheque, or other debit shall be due and payable by the Agent,
- (ii) the charge so determined shall be included in the settlement amount due by the Agent,

**1.7.3.1(b)** if it is established within 90 days of receipt by the Agent of the Notice of Irregularity that non-payment by the drawee bank of such cheque or other debit is due to a bona fide bank error and settlement of all amounts due is received on demand, the Irregularity so recorded and the charge set forth in Subparagraph 1.7.7.1 shall be rescinded,

**1.7.3.1(c)** if it is established within 90 days of receipt by the Agent of the Notice of Irregularity that non-payment by the drawee bank of such cheque or other debit is due to a bona fide bank error and settlement of all amounts due is received, but after Default Action has been taken, the Agency Administrator shall immediately withdraw such Default and Notice of Irregularity recorded in accordance with Subparagraph 1.7.3.1 rescind the charge set forth in Subparagraph 1.7.3.1(a),

OR

#### **1.7.3.2 (Philippines only)**

If a cheque (except cheques not cleared locally) or other method of payment in settlement of amounts due is dishonoured after the Remittance Date by non-payment by the drawee bank, the Clearing Bank shall immediately so advise the Agency Administrator who shall demand payment from the Agent. For the purpose of this Subparagraph, payment on demand means payment received by the Clearing Bank before its close of business on the first day the Clearing Bank is open for business following the day of its demand:

**1.7.3.2(a)** if payment is received on demand the Clearing Bank shall immediately so advise the Agency Administrator who shall thereupon notify the Agent that an instance of dishonoured payment will be entered in the record kept under the provisions of Subparagraph 1.7.4 of this Paragraph. A Notice of Irregularity sent within the terms of this Subparagraph shall count as two listed instances of Irregularity for the purpose of the list provided for in Subparagraph 1.7.6, for which its provisions shall then apply;

**1.7.3.2(b)** if payment is not received on demand the Clearing Bank shall immediately so advise the Agency Administrator who shall thereupon notify the Agent and he shall take default action with respect to all Locations of the Agent in accordance with Paragraph 1.10.1 of this Section.

**1.7.3.2(c)** if a cheque not cleared locally is dishonoured after the Remittance Date by non-payment by the drawee bank, the Clearing Bank shall immediately so notify the Agency Administrator who shall thereupon demand payment from the Agent and, furthermore, notify the Agent that an instance of dishonoured payment will be entered in the record kept under the provisions of Subparagraph 1.7.4 of this Paragraph. A Notice of Irregularity sent within the terms of this Subparagraph shall count as two listed instances of Irregularity for the purpose of the list provided for in Subparagraph 1.7.6, for which its provisions shall then apply;

**1.7.3.2(d)** if the Agent has paid on or before demand, the Agency Administrator shall require the Agent to submit a validated deposit slip as proof of payment and, in addition, the Agency Administrator shall also notify the Agent that no cheque payment written in any currency other than Philippine Pesos will be accepted for payment for a period of 12 months; provided further that if, during the six months' period, subsequent to the first 12 months period, any cheque payment made by the Agent is dishonoured, whether or not subsequent to the issuance of the unfunded cheque and prior to it being dishonoured, the Agent deposits with the Clearing Bank sufficient funds to cover the value of the cheque or, payment is received on demand, default action shall be taken with respect to all Locations of the Agent in accordance with Paragraph 1.10.1 of this Section;

**1.7.3.2(e)** if payment is not received on or before demand, default action with respect to all Locations of the Agent shall be taken in accordance with paragraph 1.10.1 of this Section,

**1.7.3.2(f)** In addition to any action prescribed in this Subparagraph, the Agency Administrator shall debit the Agent for costs incurred as a consequence of the dishonoured cheque or other method of payment.

### **1.7.4 Accumulated Instances of Late Remittance and/or Dishonoured Payment (Philippines only)**

**1.7.4(a)** the Agency Administrator shall keep a record of instances of late remittance and of dishonoured payment notified to Agents pursuant to Paragraphs 1.7.2.2(a) and 1.7.3.2. When the record indicates that an Agent has

received two such notifications pursuant to Paragraphs 1.7.2.2(a) and 1.7.3.2. during any six consecutive months, or whenever an Agent has received one such notification pursuant to Subparagraph 1.7.5 the following provisions shall apply:

**1.7.4(b)** the Agency Administrator shall conduct an examination of the financial standing of the Agent in accordance with the provisions of Resolution 810, Section 3, Subparagraph 3.4.1; in addition to documents necessary for such examination, the Agency Administrator shall request the Agent to submit a written explanation of the reasons for the instances of late remittance and/or dishonoured payment;

**1.7.4(c)** if, following the examination of the Agent's financial standing by the Agency Administrator the Agent is retained on the Agency List, the record shall be cleared of all instances of late remittance and of dishonoured payment recorded against the Agent prior to the examination and, for the purpose of this Subparagraph, the commencement of the six months period shall be the date of the decision to retain the Agent.

### **1.7.5 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;

**1.7.5.1(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), A Notice of Irregularity sent pursuant to this Subparagraph shall count as two listed instances of Irregularity for the purposes of the lists provided for in Subparagraph 1.7.8,

**1.7.5.1(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,

**1.7.5.1(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,

**1.7.5.1(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 irregularity, if recorded, shall be rescinded,

**1.7.5.1(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,

**1.7.5.1(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;

### **1.7.6 Bona Fide Bank Error**

△ a bona fide bank error is one of the following circumstances substantiated by evidence acceptable to the Agency Administrator as provided for in Paragraph 1.7.6.3.

#### **1.7.6.1 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

#### **1.7.6.2 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;*

#### **□ 1.7.6.3 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).

### **1.7.7 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.

**1.7.7.1** 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.

**1.7.7.2** if four (4), instances of Irregularity, or six (6) for Resolution 804 countries 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;

### 1.7.8 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;

### 1.7.9 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;

### 1.7.10 Accounting Irregularity Safeguards

**1.7.10.1** 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 in the 'form of payment' box on all coupons of 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 Electronic Tickets,
- (ix) falsification and/or manipulation of issued Electronic Tickets, such that electronic ticketing data reported differs from electronic ticket data provided to the carrier whose Electronic Ticket 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).

**1.7.10.2** 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.

**1.7.10.3** the Agency Administrator, in consultation with the LCAG-P shall

- (i) instruct the Ticketing System to prevent further use of Standard Traffic Documents and cause the removal 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 BSP Airlines of the action taken.

**1.7.10.4** 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.

**1.7.10.5** 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.

### 1.7.11 Disputed Agency Debit Memo

The provisions of this paragraph should be read in conjunction with the provisions concerning ADMs as provided in Resolution 850m.

**1.7.11.1** An Agent may for reason dispute an ADM.

**1.7.11.2** 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,

**1.7.11.3** 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.

**1.7.11.4** 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.

**1.7.11.5** An ADM that has been included in the BSP Billing will be processed for payment.

**1.7.11.6** 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.

**1.7.11.7** 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 Standard Traffic Documents in 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(a) (Except 810 Countries)** 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.

**1.9.1(b) (810 Countries only)** he/she shall immediately send the Agent a registered letter, as well as a fax or email copy, 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 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 Standard Traffic Documents,
- (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 subsection 1.10.4.

#### **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 credit facilities 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 (except Canada & Bermuda)**

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 four instances 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 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 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 four instances 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) discontinue credit, withdraw all Traffic Documents supplied and revoke any authorisation to the Agent to issue its own Transportation Orders drawn on Members,
- (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;

**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) at least 50% of the outstanding amount has been settled and a firm schedule for repayment by installments within six months of the balance plus interest at the official (prime) bank rate plus one percent has been agreed between the Agency Administrator and the Agent;
- (iii) an alternative repayment schedule and conditions have been agreed between the Agent and either the Agency Administrator or the Agency Services Manager, or, in the case of Canada & Bermuda 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 one percent has been agreed between the Agency Administrator and the Agent; such alternative repayment schedule shall extend over no more than 12 months;

**3.2.2** the Agency Administrator shall notify Members, Airlines and ISS Management accordingly.

**3.2.3** ISS Management or the Agency Services Manager, as the case may be, 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.

### **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** ISS Management shall re-supply STDs upon advice of a Member or Airline that it has placed its ticketing authority with the Agent at the Location(s) concerned,

#### **3.3.3 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	Weekly remittance	Greater than Weekly remittance
<b>Resolution 800</b>	Monthly or Twice Monthly <sup>1</sup>	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	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 <sup>th</sup> day of the following month in respect of billings covering the period from the 16 <sup>th</sup> to the last day of the month <sup>2</sup>	Remittances shall be made by the Agent so as to reach the Clearing Bank by not later than its close of business on the fifth day following the reporting dates so determined	-	-

**Note**

<sup>1</sup> 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

<sup>2</sup> provided that, with the exception of Resolution 800 countries within Area 3, the Conference may adjust the period within which remittances are required to reach the Clearing Bank by not more than five calendar days to meet the special requirements which shall be demonstrated by a particular Billing and Settlement Plan  
(**Secretary's Note** – Detailed information regarding the remittance cycles established in each Billing and Settlement Plan can be found in the local Chapter 14 of the BSP Manual for Agents)

## RESOLUTION 838

### CHANGE OF TRAFFIC DOCUMENTS BY AGENTS

PAC1(46)838(except USA)    Expiry: Indefinite  
PAC2(46)838                    Type: B  
PAC3(46)838

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 (without changing the point of origin) 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.

**1.2** all documents presented for reissue shall be checked against the official record of Traffic Documents which are not to be honoured, to the extent such record is locally accessible to the Agent.

#### 2. CHANGE OF RESERVATION 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 document presented for reissue was issued or originally issued in currencies or countries with exchange control restrictions,

**3.1.2** when the 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 document presented for reissuance, or by the airline shown in the 'Original Issue' box. Such authorisation is not required if a 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 document shall be issued only in the name of the carrier which issued the document presented for reissue, or the carrier shown in the 'Original Issue' box;

**3.4** any restrictive remark shown on the document, presented for reissue, must be carried forward on the new 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 tickets and change of reservations data on the ticket are restricted to air carriers;

**4.2** reissuance of involuntarily rerouted tickets 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 Services Conference.*

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## RESOLUTION 842

### NETWORK AGENT

PAC1(48)842(except USA)    Expiry: Indefinite  
PAC2(48)842                    Type: B  
PAC3(48)842

**THE** Passenger Agency Conference ('the Conference') wishes to provide consumers with a range of reliable and professionally managed sales outlets for air transportation products in an efficient and cost-effective manner that is responsive to evolving individual market place requirements, and

**ACCEPTING** that certain travel agents, with an Established BSP Performance including previous operating experience of IATA's Passenger Sales Agency Rules, desire automatic accreditation approval, and

**ACCEPTING** that they may be recognised within the Agency Programme through the provision of a separate Accredited Agent classification, it is therefore

**RESOLVED** that the classification of Network Agent is hereby established. It will be governed by the definitions, rules and provisions set forth in this Resolution, as well as the Definitions, rules and provisions set forth in the Passenger Sales Agency Rules and/or elsewhere which are applicable to all individual locations, to the extent those Passenger Sales Agency Rules are not inconsistent with this Resolution. In the event of any inconsistency between those Passenger Sales Agency Rules and this Resolution, the provisions of this Resolution shall apply.

## 1. DEFINITIONS

In this Resolution:

'NETWORK AGENT' means a group of Accredited Passenger Sales Agents, or Person, which meets the following criteria:

- (a) the same corporate head office to which they are ultimately subordinate;
- (b) effective control of the Agents and Locations specified within its application for Network Agent classification;
- (c) majority ownership, either directly or indirectly, of 51% or more in all of those Agents and Locations, and whose names are entered on the Agency List in either
  - (i) three or more countries, OR
  - (ii) a minimum of one hundred Head Office and Branch Locations, if in less than three countries, OR
  - (iii) which, if in a single country, contributes 10% or more of that country's BSP net sales;

AND

- (d) has an Established BSP Performance, as defined in Resolution 866;
- (e) accepts full financial responsibility to IATA and its Members for the performance of all of the Locations

- (f) within its application for classification as Network Agent, and for any Locations subsequently added;
- (f) will provide any financial guarantees as may be determined by IATA;
- (g) must include all its Approved Locations in all of the country/countries contained within its application;
- (h) confirms that all its Locations meet all the criteria mandated for accreditation required within the applicable Passenger Sales Agency Rules, and
- (i) understands its classification as Network Agent is limited to the country/countries contained within its application.

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.

## 2. QUALIFICATIONS FOR APPROVAL AND RETENTION AS A NETWORK AGENT

**2.1** Agents that wish to be classified as Network Agents, are required to meet the criteria described above. Such criteria must continue to be met in order for the Accredited Agent to retain this classification. The Agency Services Manager has the discretion to accept applications where the qualifications of the applicant approximate to the definition of Network Agent.

**2.2** Network Agents are not permitted to use such classification in promotional material or infer any superiority to Accredited Agent status.

### Procedures

There are two procedures within this resolution providing for:

- (a) Applications to obtain the classification of Network Agent
- (b) Applications for additional Locations after classification has been received.

Upon request, the Agency Services Manager shall supply each prospective applicant with the appropriate application form.

### 3.1 Application for the Classification of Network Agent

Applications for classification as a Network Agent shall be made to the Agency Services Manager of the IATA Regional Office supervising IATA's Agency activities in the country where the Agent conducts its operations. The Agency Services Manager shall determine if the Agent and its specified Locations meet criteria, and is empowered to approve or reject such applications in accordance with those criteria.

### **3.1.1 Form of application for classification**

**3.1.1.1** the applicant must

- (a) complete the application form, prescribed in Attachment 'A' to this Resolution, furnish the required information as stated on the application form, and submit it to the appropriate IATA Agency Services Manager;
- (b) pay the non-refundable application fee;
- (c) pay the sum of the applicable annual agency fees that may be due (refer to Paragraph 5).

### **3.1.2 Processing**

**3.1.2.1** upon receipt, the Agency Services Manager shall promptly consider whether such application is complete. If any of the required information or fees has not been included with the application, the Agency Services Manager shall so inform the applicant;

### **3.1.3 Termination of Classification**

**3.1.3.1** The classification of an Agent as a Network Agent shall cease immediately upon that Agent ceasing to meet any of the specified criteria for such classification.

**3.1.3.2** An individual Approved Location of a Network Agent may lose its classification by ceasing to meet any of the specified qualifying criteria for such classification, and may cause the Accredited Agent to lose such classification in that country, dependent on the individual circumstances involved.

## **3.2 Application for Approval of Additional Locations**

**3.2.1** A Network Agent that wishes to have an additional place of business accepted as an Approved Location on the Agency List, shall apply to the appropriate Agency Services Office (ASO). The ASO shall determine, from the information provided, whether the location meets the established criteria for such entry. The ASO is empowered to automatically approve all applications for additional Branch Locations, provided that such applications are received from the recognised registered office or principal office of the Network Agent for the country concerned.

**3.2.2** An Agent that may be classified as a Network Agent in one or more countries, and that wishes to apply for an Approved Location in a country for which it is not classified as a Network Agent, shall not have such application automatically approved. Instead, the full provisions of the applicable Passenger Sales Agency Rules shall apply.

### **3.2.3 Form of Application for additional locations**

The applicant must complete the application form prescribed under the applicable Passenger Sales Agency Rules.

### **3.2.4 Processing**

**3.2.4.1** upon receipt, the Agency Services Manager shall consider whether such application is complete. If any of the required information has not been included with the application the Agency Services Manager shall so inform the applicant;

**3.2.4.2** the Agency Services Manager shall consider each application and supporting information and will, if the application form is complete and the established criteria met, immediately approve the application.

**3.2.4.3** The Agency Services Manager shall notify the applicant promptly in writing of the decision on the application, and in the event of rejection, shall give clear reasons for so doing.

**3.2.4.4** IATA may arrange for at least one inspection to assist in determining whether the applicant meets the qualifications necessary for an Approved Location.

## **4. CHANGE OF OWNERSHIP**

**4.1** Where a change of ownership materially affects the classification of the Agent as a Network Agent, IATA reserves the right to either require a re-application to this classification, or to rescind the membership of this classification.

## **5. AGENCY FEES**

### **5.1 Annual Agency Fees**

**5.1.1** The sum of the applicable annual agency fees due for the Network Agent classification shall be quoted, in US Dollars as one collective amount, but may be payable, at the discretion of IDFS, at an equivalent rate in a local currency.

**5.1.2** The combined Annual Agency Fees shall include all agreed Approved Locations nominated by the applicant, plus any additional Branch Locations subsequently added to the Agency List during the year for which the fee applies.

**5.1.3** The combined Annual Agency Fees shall also include all Changes of Name, and Changes of Location that may apply in the year for which the fee applies.

## **6. REVIEWS**

**6.1** An Agent whose application for classification as a Network Agent, or a Network Agent whose application for an additional location has been rejected may, within 30 calendar days of the date of the Agency Services Manager's notice, request the Agency Services Manager to reconsider his decision. Such request shall be made in writing, stating the grounds for a reconsideration.

**6.2** Where, following the request for reconsideration, the Agency Services Manager confirms his original decision, the Agent or Network Agent, as the case may be, may refer the matter directly to the Travel Agency Commissioner for review. The administrative procedures for such referral for review shall be those specified in the applicable Passenger Sales Agency Rules.

**6.3** An Agent or Network Agent which considers itself aggrieved by a decision of the Travel Agency Commissioner, shall have the right to have this decision reviewed by arbitration under the IATA Arbitration Rules in force at the time of the decision.

## 7. CAPACITY, INDEMNITY AND WAIVER

**7.1** The provisions governing capacity, indemnity and waiver, which are fully described in the Passenger Sales Agency Rules applicable to the relevant Agent's activities shall apply with full force and effect to this Resolution as if fully described herein for every situation applicable to Agents and Network Agents, jointly and severally, in their relations with IATA Members and IATA.

## RESOLUTION 842

### Attachment 'A'

## APPLICATION FORM TO BECOME A NETWORK AGENT

The information requested below is required by IATA to assist in determining the eligibility of the applicant and its Locations for inclusion in the classification of Network Agent. Print clearly the answers to all the questions on this form. Where additional space is required, or where you wish to supplement your answer and there is insufficient space, attach additional sheets containing the required information to this form. Retain a copy of this application at the office making this application, for your own record.

### Section 1—Requirements

**1.1** The applicant satisfies the Definitions of Network Agent and Established BSP Performance as provided for in this Resolution or elsewhere.

**1.2** Applicants are required to certify that any statements made in respect of this application, and future applications for Approved Locations, are true and trustworthy in all respects.

**1.3** Applicants are required to meet the financial guarantees that shall be determined by IATA.

**1.4** Applicants will be required to make payment of their Annual Agency Fees, when due, as one consolidated amount. The fee, quoted in US Dollars, will include:

- (i) all existing Approved Locations covered by this application,
- (ii) all future Branch Locations including their entry, application, and annual fees approved in the same fee year in the country/countries covered by this classification,
- (iii) all future Changes of Name and Changes of Location approved in the same fee year in the country/countries covered by their Network Agent classification,
- (iv) automatic approval of all future Branch Location applications in the country/countries covered by this application, subject to the provision of all of the required information, and provided that all applicable accreditation criteria are met.

**1.5** The provisions of 1.4 (ii), (iii) and (iv) shall not apply should such future applications be either incomplete or subsequently rejected. In such instances, re-applications shall be subject to the applicable Passenger Sales Agency Rules, and fees.

**1.6** A one-off Application Fee, as advised by IATA, is required with this application.

## **Section 2—Details of ownership, and Identification of Agencies and Locations, for which classification is requested. Please complete the separate form (Form S.2) at the end, which forms part of this application form.**

Form S.2 requires the following information to be provided for each country, and for each legal entity, included in this application.

- 2.1** The Legal name(s) in each country;
- 2.2** Trading names, if different from 2.1 above;
- 2.3** The name, address, telephone fax number, e mail address, and IATA Numeric Code of the office making this application.
- 2.4** Details of each legal entity to be included in this application, e.g. Sole ownership, Partnership, Limited Company, Corporation, franchisee or licensee.
- 2.5** The principal address and contact details of each entity.
- 2.6** The percentage financial interests of the applicant and other shareholders.
- 2.7** The countries in which IATA currently requires financial security from you, and the level(s) of bond(s) and/or guarantees that apply.
- 2.8** A list of all Locations included with this application, showing its IATA Numeric Code and Location type e.g. Head Office, Branch.

## **Section 3—Declaration**

It is declared that

**3.1** we, the undersigned, are authorised by the organisation(s) identified in the answers to section 2 above to make these statements and file this document, and understand that IATA reserves the right to require further evidence of qualification as may be appropriate;

**3.2** we understand that only the Locations identified within this application may be included in the classification of Network Agent at this time, and that any other Approved Locations trading elsewhere under the same name, or ownership, at this time are specifically excluded. All such excluded Locations are subject to all of the rules and provisions of the applicable Passenger Sales Agency Rules, including those appertaining to processes and fees;

**3.3** we understand that the classification of Network Agent may not be used in promotional material, or to infer superiority over Accredited Agents.

**3.4** we understand that any location listed as Network Agent that does not adhere to any applicable Passenger Sales Agency Rules, may be de-listed from this classification, and revert to that of Accredited Agent;

**3.5** we accept full financial responsibility to IATA and its Members for all Locations classified as Network Agent, especially in respect of any default situation that may occur;

**3.6** we hereby certify that the foregoing statements (including statements made in any attachment hereto) are true and correct to the best of our knowledge and belief;

**3.7** we agree that this document shall become a part of every Sales Agency Agreement signed with Members of IATA for the sale of international air passenger transportation;

**3.8** we hereby expressly agree to the provisions described in this Resolution governing Capacity, Indemnity and Waiver, which include agreement to waive any and all claims, causes of actions or rights to recovery and agreements 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; and



3.9 we understand and agree that if the application for the classification of Network Agent is disapproved, no compensation from IATA will be claimed.

..... (Signature)	..... Signature
..... (Name of Applicant)	..... (Name of Applicant)
..... Title	..... Title
.....	.....

**Note:** *In the first instance the application should be made to the Agency Services Office in Geneva, Miami or Singapore, as appropriate to the applicant's office.*



## RESOLUTION 850

### BILLING AND SETTLEMENT PLANS

- △ PAC1(49)850(except USA)    Expiry: Indefinite  
PAC2(49)850                    Type: B  
PAC3(49)850

WHEREAS IATA Settlement Systems Management is a functional area of IATA Industry Distribution and Financial Services (IDFS) responsible to the IATA Board of Governors for the management and efficient operation of the IATA Settlement Systems (hereafter referred to as "ISS"), and

WHEREAS the Passenger Agency Conference (hereafter referred to as "the Conference") exercises authority and responsibility over the IATA Passenger Agency Programme, including the relationship between Airlines and Agents, and

WHEREAS Members have introduced Billing and Settlement Plans (BSP).

It is hereby RESOLVED that,

#### 1. DEFINITIONS

The definitions of terms and expressions used in this Resolution are contained in Resolution 866.

#### 2. ISS MANAGEMENT RESPONSIBILITIES

ISS Management is responsible for all ISS administration and operational functions, such as:

- budgets (cost and revenues)
- staffing
- contracts (service agreements) to include signature authority
- office management and administration, and

ISS Management shall operate in accordance with the IATA Settlement Systems Service Provisions, which describe the provision of services in the operating BSPs.

#### 3. CONFERENCE RESPONSIBILITIES

**3.1** the Conference is responsible for setting operational standards, and for the rules and procedures for IATA Accredited Agents, as provided in the Sales Agency Rules and other Resolutions of the Conference;

**3.2** standard forms necessary for the operation of the BSP will be as jointly agreed between ISS Management and the Conference.

#### 4. LOCAL CUSTOMER ADVISORY GROUPS—PASSENGER (LCAGP)

**4.1** the Conference has also authorised the establishment of Local Customer Advisory Groups—Passenger (LCAGPs) in countries wherever a BSP is in operation, to provide advice to ISS Management on local customer service issues and to co-ordinate local needs;

**4.2** the Conference determines the procedures for establishing the membership of the LCAGPs;

**4.3** the Rules and Procedures for the LCAGPs, as agreed by the Conference from time to time, are contained in Attachment "B" to this Resolution and constitute part hereof.

#### 5. BUSINESS CASE—IMPLEMENTATION OF A BSP

**5.1** the Head Office of any Member or group of Members that has an interest in a specific market, may request ISS Management to initiate a study by identifying the circumstances that should warrant the implementation or extension of a BSP;

**5.2** in the absence of a request for a study from a Member or group of Members, if ISS Management considers that there are business opportunities in implementing a BSP in a market, it shall consult Members operating in that market prior to commencing a business case;

**5.3** ISS Management shall be responsible for conducting a business case to finality, to determine whether to implement a BSP or to extend an existing BSP to include another country(ies);

**5.4** before implementing or extending a BSP, ISS Management shall conduct prior consultation with Members, locally.

#### 6. PARTICIPATION BY MEMBERS

**6.1** participation by Members in any BSP is voluntary. Members may join at the inception of a BSP, or may join at a later date, by notifying ISS Management and paying the joining fee.

**6.2** participation in any BSP shall be dependent on the Member paying 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 by Members shall be due on the Remittance Date of the period in which they were included in the billing. IATA reserves the right to deduct such fees and charges at any time prior to making a settlement to a Member.

**6.3** when a BSP is extended, geographically, a Member participating in the original geographic area of the BSP may elect to stay out of such area of extension by notifying ISS Management, in writing, within 30 calendar days of the announcement of the extension. A Member

not participating in the original geographic area of the BSP may elect to become a participant in either the original geographic area of the BSP or its extension, or in the entire extended BSP, by notifying ISS Management, in writing within 30 calendar days of the announcement of the extension;

**6.4** in the event of a merger of two or more BSPs, a Member, being a participant in one or other original BSPs, may elect to stay out in respect of any area of the merged BSP in which it was not a participant prior to the merger, by notifying ISS Management in writing within 30 calendar days of the announcement of the merger;

**6.5** upon joining a BSP, a Member must sign a Counterindemnity Agreement with IATA as prescribed in Attachment "C" to this Resolution;

**6.6** Participation by Members requires that at least ninety percent of ticketed transactions using that Member's validation involve air transportation;

- 6.7** Members participating in any BSP are required to have and maintain a valid designator/prefix and accounting code assigned by IATA and have opened a valid bank account in the BSP or signed an ICCS agreement for settlement of funds.

## **7. PARTICIPATION BY AGENTS**

**7.1** where a BSP is implemented, the Agency Administrator shall so advise all Agents in the area and shall cause ISS Management to 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, domestic-only non-IATA Agents may be accepted into a BSP, provided a business case has been conducted, as provided in Paragraph 5 above.

**7.3** Accredited Agents operating under a BSP shall, in addition to the requirements of the relevant Resolutions, be bound by the forms and procedures set out in the Billing and Settlement Plan Manual for Agents which forms part of the Resolutions adopted by the Conference and applicable to Agents. Attachment "I" to this Resolution contains an outline of the subjects dealt with in that Manual.

## **8. PARTICIPATION BY NON-IATA AIR CARRIERS**

**8.1** a non-IATA air carrier ("an Airline") may submit an application to ISS Management in the form prescribed in Attachment "D" to this Resolution, to participate in a given BSP;

**8.2** approval of the application shall be subject to the condition that the Airline shall execute a Form of Concurrence as prescribed in Attachment "E" to this Resolution, in which such Airline agrees:

**8.2.1** to be bound by the requirements of this Resolution and the applicable Sales Agency Rules concerning security standards, sales reporting and remitting

procedures, as well as those applicable to the suspension or removal of an Agent from the Agency List following review of violations and by the relevant attachments to this Resolution, as amended from time to time, as well as by such other Conference Resolutions as may from time to time be stipulated by the Conference,

**8.2.2** to pay, upon joining, a fair contribution towards the general setting up costs of that BSP and to pay in advance an annual participation fee plus surcharge set by ISS Management,

**8.2.3** contribute to the management and other costs of such BSP as set by ISS Management,

**8.2.4** to meet the local financial criteria, if any;

**8.3** participation in any BSP shall be dependent on the Airline paying 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 by the Airline shall be due on the Remittance Date of the period in which they were included in the billing. IATA reserves the right to deduct such fees and charges at any time prior to making a settlement to an Airline.

**8.4** upon joining a BSP, a non-IATA carrier must sign a Counterindemnity Agreement with IATA as prescribed in Attachment "C" to this Resolution.

**8.5** Participation by non-IATA air carriers requires that at least ninety percent of ticketed transactions using that carrier's validation involve air transportation.

- 8.6** as a condition for participation *by non-IATA air carriers* in any BSP it is required that they have a valid designator/prefix and accounting code assigned by IATA and have opened a valid bank account in the BSP or signed an ICCS agreement for settlement of funds.

## **9. PARTICIPATION BY GENERAL SALES AGENTS (GSAs)**

- Each Member or 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 an airline's GSA, between ISS Management and the Member or Airline, containing the conditions for such participation.

## **10. PARTICIPATION BY AIRPORT HANDLING AGENTS**

**10.1** ISS Management may approve applications by Airport Handling Agents to be supplied with and issue Standard Traffic Documents (STDs) if the applicant:

**10.1.1** is not an air carrier or,

**10.1.2** 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 tickets, and

**10.1.3** acts as a passenger handling agent for one or more air carriers at an airport,

**10.1.4** has secured sponsorship from an IATA Member participating in the BSP concerned,

**10.1.5** undertakes to provide satisfactory security arrangements for premises and systems used for the issuance of STDs

**10.1.6** agrees to submit Agency Sales Data and effect remittances in respect of STDs issued in accordance with local ISS Management instructions,

**10.1.7** executes an agreement with ISS Management;

**10.1.8** upon approval, such Airport Handling Agents may receive STDs.

## 11. CLOSURE OF A BSP

Should it be necessary, for whatever reason, to consider closure of an operating BSP, ISS Management will consult with the BSP Airlines. In the event of closure, ISS Management will normally give notice of at least 12 months to 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 STDs and an accounting and settlement system between Agents and participating Airlines, ISS Management 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. BSP Airline shall report such sales to the BSP on a daily basis.

## 13. RISK COVERAGE FOR SELF-HANDLING OF PROCESSING FUNCTIONS

Where a processing centre is operating under the management and supervision of ISS Management (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, nor more than 13 months. The length of the notice shall be mutually agreed between ISS Management and the BSP Airline. It shall take into account the extent of negative impact, on other BSP Airlines' costs, the terms of that BSP's contracts with suppliers and the likely effect of that particular carrier's withdrawal on other BSP Airlines' continuing participation in the BSP concerned. As a minimum, the BSP Airline shall be liable for their share of management and other established fees for the calendar year in which they serve notice of withdrawal;

**14.2** a BSP Airline terminating its participation without giving the minimum period of advance notice, shall pay their share of the Management and the other costs, in the same way as if its participation had continued to the end of the 13 month notice period. Where a BSP Airline terminates its operations to the country or area of a BSP, no such payment need be made.

## 15. OTHER TERMINATION

**15.1(a)** notwithstanding Paragraph 14 of this Resolution, if ISS Management has reason to believe that a BSP Airline may be unable to satisfy its indebtedness to the BSP and

**15.1(a)(i)** such BSP Airline owes in excess of USD 10,000 or equivalent for BSP related processing and management fees, and has been requested to pay the BSP on the applicable settlement date,

**15.1(a)(ii)** ISS Management has notified such BSP Airline of the amount owing,

**15.1(a)(iii)** the amount owing remains outstanding more than five working days after the date of notification and such Member or Airline has not disputed the debt,

or

**15.1(b)** if a BSP Airline fails to pay any amount due in relation to a BSP settlement, as provided for in subparagraphs 6.2 or 8.3 above;

**15.1(c)** then ISS Management may immediately suspend or terminate such BSP Airline's participation in all BSP.

**15.2** Where a BSP Airline ceases all operations, no termination period shall apply.

**15.3** In addition, ISS Management shall have the right to set off at any time any debt or claim owing by an Airline to the BSP in relation to a BSP settlement, including any amount owed by the 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 and which is payable to that airline.

**15.4** Where an Airline has had no sales activity in the BSP for 3 months or more, that Airline owes the BSP monies for BSP related processing and management fees and the Airline has not responded to demand letters for

payment of those outstanding, then IATA can take action to suspend the Airline from all BSPs.

## **16. SUSPENSION OF OPERATIONS BY A BSP AIRLINE AND/OR REINSTATEMENT OF A BSP AIRLINE**

**16.1** Where a BSP Airline participating in a BSP ceases all operations, either temporarily or permanently, due to financial or other reasons, or where the BSP Airline becomes subject to formal bankruptcy or reorganisation proceedings, or defaults on a material obligation under the BSP, thereby impairing the operation of the BSP, ISS Management shall take the action outlined in Attachment 'F' to this Resolution.

△ **16.2** Where a BSP Airline participating in a BSP defaults on a material obligation to IATA in respect of the IATA Clearing House, or other financial arrangement for services provided by IATA, or the Agency Administrator determines the integrity of the BSP is at risk, it shall be grounds for IATA to withhold funds due from the BSP to such BSP Airline in order to settle the debt or potential risk. IATA may also require the BSP Airline to provide 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. CHANGE OF OWNERSHIP**

**17.1** 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, ISS Management shall facilitate such a change, provided the current and future owners agree jointly and severally to meet their fiduciary responsibilities to IATA. Where such an agreement is not provided, the existing BSP Airline will be terminated from all BSPs in accordance with 15.1.(b) above, and the new carrier shall be processed as a new applicant.

**17.2** 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 STDs where the issuing Agent may go into irredeemable default or where the STDs have been issued fraudulently, ISS Management shall take the action outlined in Attachment "G" to this Resolution.

## **19. TICKETING AIRLINE SELECTION RULES**

Members and 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 local ISS Management.

## RESOLUTION 850

### Attachment 'A'

#### AIRLINE DIRECT WEB SALES TICKET ISSUANCE FOR AGENTS

Notwithstanding any specific conditions described under any other rules of the Passenger Agency Programme, the provisions of this Attachment will apply to the sales of Accredited Agents ticketed by a BSP Airline on behalf of an Agent through its web application where the BSP Airline chooses to report and settle such sales through the BSP.

Therefore it is RESOLVED that,

1. When in accordance with paragraph 12.3 of this Resolution, a BSP Airline reports ticket sales to the BSP, issued by the BSP Airline through its web based application on behalf of Accredited Agents, such sales shall be processed by the BSP.

2. The BSP will reconcile the sales received from the BSP Airline together with the standard reported BSP sales issued by Accredited Agents.

3. All reporting and remittance conditions, including irregularity and default provisions, relevant to a market will apply to both the BSP Airlines and the Accredited Agents.

4. Any financial securities in place with Accredited Agents shall, to the extent provided by the Passenger Sales Agency Rules, apply equally to the ticket sales issued on behalf of the Agents by the BSP Airline's web based application and reported to the BSP.

4.1 In the event of any default by an Agent where a financial security is called on to cover the Agent shortfall, such security shall, in the first instance, be allocated to cover core BSP sales effected using Standard Traffic Documents, Thereafter any residual will be used to cover those web sales reported by BSP Airlines.

5. Any BSP Airline web sales that remain unreported to the BSP by a BSP Airline will not be considered in any suspension processing. In such an event the Agent and BSP Airline will resolve these unreported sales bilaterally.

5.1 Settlement to BSP Airlines of their web sales shall be performed on a "funds received" basis.

5.2 the BSP will ensure that, in the event of a negative settlement from such web transactions, no impact accrues to the core BSP sales.

6. the BSP Airline will notify its Agents when it decides to process the web sales through the BSP and will ensure such notification clearly indicates to the Agent that those sales will be subject to the reporting, remittance, default and irregularity provisions of the Passenger Sales Agency Rules.

6.1 All other conditions for use of the BSP Airline's web application are outside of the scope of these resolutions and are a matter for the bilateral agreement to be established between the parties. The existence, but not the content, of such agreements will be advised to the BSP.

## **RESOLUTION 850**

### **Attachment ‘B’**

## **RULES AND PROCEDURES OF THE LOCAL CUSTOMER ADVISORY GROUPS - PASSENGER (LCAGPs)**

### **1. FUNCTION**

Local Customer Advisory Groups Passenger (LCAGPs) are established by the Passenger Agency Conference in each BSP country/area. Each LCAGP has two functions:

- on request by ISS Management, provide advice to ISS Management on local customer service issues;
- on request by members, coordinate local needs and put forward recommendations to ISS Management.

### **2. MEMBERSHIP**

The LCAGP will normally consist of up to 18 persons. The Passenger Agency Conference may authorise a larger number, following a request from an area. LCAGP members and their designated alternates shall be elected biennially by all Participating Airlines in the market concerned, from nominations received from these Participating Airlines and sent to the local ISS Manager. Ideally, LCAGP members should be suitably qualified representatives at a senior level, providing expertise in the different fields of the BSP activity. LCAGP members attend LCAGP meetings as local industry representatives.

### **3. MEETINGS, QUORUM AND VOTING**

The LCAGP will meet not less than twice annually. A quorum shall be a simple majority (one half plus one) of the membership. LCAGP will act in form of making recommendations. The level of support within the LCAGP for any recommendation, which requires at least a simple majority of the quorum, may be indicated. Each LCAGP will elect its Chairman. The local ISS Manager will act as Secretary of these meetings. Participating Airlines in the BSP may attend meetings as observers, subject to advising the LCAGP Secretary. Representatives of non-airline entities participating in that BSP may attend certain parts of a LCAGP meeting, at the invitation of its Chairman and ISS Management. Additionally, the local/regional ISS Manager will call a customer meeting at least once per year.

### **4. ACTIVITIES**

ISS Management may typically consult a LCAGP for:

- advice, as a user forum, on all local matters presented to it by ISS Management, concerning the local operation of the BSP;
- advice to the local ISS Manager on the establishment of local BSP business requirements and

enhancements, especially where differences from worldwide policy and standards are sought;

- guidance to the local ISS Manager, concerning:
- Marketplace activities and development opportunities, and other local/area needs.
- other matters, as appropriate.

### **5. AGENDA AND REPORTS**

The Agenda of each LCAGP meeting shall consist of customer service issues on which ISS Management seeks the advice of the LCAGP, or proposals submitted by Participating Airlines. It shall be circulated by the LCAGP Secretary not later than 10 days before the start of the meeting. The report of LCAGP meetings shall be circulated promptly, but no later than 30 days after the meeting, by the Secretary to LCAGP Members, and all Participating Airlines. The Secretary of the LCAGP will provide a regular update on action taken pursuant to recommendations from the LCAGP.

**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 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 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 Airline and other such airlines providing a counterindemnity relating to the risks arising therefrom,

IT IS THEREFORE AGREED AS FOLLOWS:

**1. DEFINITION AND APPLICABILITY**

For the purposes of this Agreement, the term “Hinge Account” shall mean the bank account into which agents’ remittances are paid and from which monies are distributed to Participating Airlines.

This Agreement applies to all bank accounts established and operated in the name of IATA on behalf of an Billing and Settlement Plan (“BSP”) for the purpose of operating through the Settlement Bank clearing services or administrative or other associated services, for the benefit of the Airline and other airlines participating in the respective BSP.

**2. INDEMNITY**

The undersigned 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 Settlement Bank has credited the Airlines, in anticipation of full and timely remittance by the Agents. In case of such under-remittance or non-remittance, the undersigned Airline, when so requested by the ISS Manager, undertakes to immediately refund the corresponding amount(s) remitted to it to the BSP Hinge Account, and herewith acknowledges and agrees that IATA and the ISS Manager may take all such action, including legal action, as deemed required in this connection, both on behalf of IATA and the BSP and on behalf of the Participating Airlines concerned. In the event of a liability arising otherwise than by way of non-remittance or under-remittance, the undersigned 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 participating Airline(s) a transaction not supported by a full Agent remittance was effected, the undersigned Airline, jointly with the other Participating Airlines having signed an identical 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 Participating Airline(s) the respective remittance has been effected, in proportion to each of the undersigned Participating 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 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 Participating Airline withdraws from a BSP, it shall cease to be a party to the Agreement with respect to that BSP, The undersigned Participating Airline shall nevertheless remain liable in respect of any of its liabilities arising prior to withdrawal 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 Airline Participating in the BSP	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

**RESOLUTION 850**

**Attachment ‘D’**

**FORM OF APPLICATION TO BE COMPLETED BY A NON-IATA AIR CARRIER WISHING TO PARTICIPATE IN AN IATA BILLING AND SETTLEMENT PLAN**

**FORM OF APPLICATION**

To: BSP  
Copy: International Air Transport Association  
Industry Distribution & Financial Services  
Route de l'Aéroport 33—P.O. Box 416  
1215 Geneva 15 Airport  
Switzerland

**1. Name of Applicant**

.....

Name of Applicant (hereinafter called “the Airline”)

.....

Address .....

.....

**2. BSP in which participation is sought: .....**

**3. The Airline operates scheduled air services or sells through IATA Approved Agent Locations within the country/area of the BSP.**

**4. The Airline hereby applies to participate in the BSP (“the BSP”) on the following terms and conditions:**

- (a) the Airline will upon acceptance of this application, forthwith sign, in duplicate, the IATA BSP FORM OF CONCURRENCE for Non-IATA Air Carriers wishing to Participate in an IATA Billing and Settlement Plan, under the terms of which the Airline shall observe and be bound by IATA Resolutions and other IATA provisions relating to IATA Billing and Settlement Plans as though the Airline 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 ISS Management, 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 Airline agrees to pay and compensate the BSP, IATA or any of the BSP Participating Airlines for any expenses, damage, losses or any other prejudice incurred in connection with or arising from the Airline's application, temporary de facto participation or withdrawal of the Airline's acceptance in the BSP, or all of these.

- (b) the Airline authorises the ISS Management to give notice to the Data Processing Centre and the Bank that the name of the Airline 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 Bank;
- (c) the Airline shall become a participating Airline in the BSP 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(e)(ii) of the Form of Concurrence, the Airline 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 Airline 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 Airline'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 Airline.

5. This Application may be accepted, and will then become a binding contract, upon signature on behalf of the BSP/the BSP Airlines by ISS Management of the enclosed duplicate copy and mailing it to the Airline at the address given above.

For and on behalf of the Airline	Accepted for and on behalf of International Air Transport Association
.....	.....
Signature	Signature
.....	.....
Name	Name
.....	.....
Title	Title
.....	.....
Date	Date

**Note:** When submitting this Application the Airline is requested to attach a copy of its current timetable.

## RESOLUTION 850

### Attachment 'E'

#### FORM OF CONCURRENCE TO BE COMPLETED BY A NON-IATA AIR CARRIER WISHING TO PARTICIPATE IN IATA BILLING AND SETTLEMENT PLANS

##### FORM OF CONCURRENCE

To: BSP Manager (Country)  
 Copy: International Air Transport Association  
 Industry Distribution & Financial Services  
 Route de l'Aéroport 33—P.O. Box 416  
 1215 Geneva 15 Airport  
 Switzerland

Name of Applicant

.....

Name of Applicant (hereinafter called "the Airline")

.....

Address .....

.....

1. The Airline operates scheduled air services or sells through IATA Approved Agent Locations within the country/area of the BSP. The Airline has obtained all operating licenses or governmental authorisation required for such services or sales.

2. The Airline has applied to the Manager of BSP (country) for participation in BSP (country).

3. The Airline acknowledges that it has received copies of the following documents together with such explanation of their contents as it requires:

- (a) Passenger Agency Conference Resolution 892 (Disclosing another Member's Position taken at an IATA Meeting);
- (b) The applicable Resolution for the Passenger Sales Agency Rules appertaining to that BSP, i.e. Application of Minimum Security Standards for premises and systems; Reprimand, Suspension, Removal or Voluntary Relinquishment; Reviews under Authority of IATA Travel Agency Commissioner;
- (c) Passenger Agency Conference Resolution 822— IATA Numeric Code;
- (d) Passenger Agency Conference Resolutions 832 and 818g—Reporting and Remitting Provisions, i.e. Sales Reports, Billings, Remittances and Collections— Defaults (under Billing and Settlement Plans); Reporting and Remitting through the Billing and Settlement Plan;
- (e) Passenger Agency Conference Resolution 850— Billing and Settlement Plans;

- (f) Local editions of the Billing and Settlement Plan Manual for Agents; or any other applicable manuals.
- (g) Passenger Agency Conference Resolution 854—Electronic Ticketing Systems in BSP Countries/ Areas;
4. BSP (country) will forward revisions to the foregoing documents to the Airline as and when they are issued.
5. The Airline hereby undertakes and agrees to observe and comply with the following terms and conditions:
- (a) the Airline authorises ISS Management to enter into agreements with the relevant electronic data processing centre (“Data Processing Centre”) and the relevant clearing bank (“Bank”) on its behalf and to give notice to the Data Processing Centre and the Bank that the name of the Airline is to be added to the list of BSP Airlines in the Schedule of the respective Agreements with the Data Processing Centre and the Bank;
- (b) except as otherwise provided in Subparagraph (e)(ii) of this paragraph, the Airline shall be subject to the same conditions and obligations as other BSP Airlines, of which the following are particularly brought to notice:
- (i) the Airline 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 Airline were a Member of IATA and a party to the Resolutions or the sections of Resolutions set out in those documents;
- (ii) the Airline shall execute an Agreement with each IATA Accredited Agent subject to BSP (country) and appointed to act for the Airline, by virtue of which Agreement such Agents shall agree inter alia to:
- comply with applicable Passenger Sales Agency Rules and BSP Procedures; such local standards as may be provided for under the Passenger Sales Agency Rules; applicable IATA Resolutions; and applicable government laws and regulations.
  - permit ISS Management to have access to their books, vouchers and other records relating to its sales activities on the Airline’s behalf;
- (c) in consideration of the benefits of participation in BSP (country), the Airline agrees to pay the following fees:
- (i) the appropriate Joining Fee, being contribution towards the setting-up and subsequent development costs of BSP (country). The Joining Fee will be payable in its entirety upon the grant by ISS Management of the Airline’s Application;
- (ii) Central and Regional management fees set by ISS Management and billed and payable to ISS Management in Geneva monthly in advance;
- (iii) Local management fees as a contribution towards the management and other applicable costs in BSP (country) calculated annually in advance by ISS Management and payable to the BSP (country).
- (iv) costs payable through the IATA Clearing House, to ISS Management in Geneva, based on total participation in BSPs worldwide and total SCU throughput where applicable. These extra charges take into account the fact that non-IATA carriers do not otherwise contribute to the overall costs incurred by IATA in providing BSPs and administering the IATA distribution system.
- (d) the conditions of the Airline’s participation in BSP (country) may be amended from time to time upon serving reasonable advance notice of such amendment to the Airline.
- (e) the Airline’s participation in BSP (country) shall continue until either:
- (i) the Airline has, given three calendar months’ advance notice in writing to the ISS Management who will advise the Data Processing Centre and the Bank of withdrawal from the Schedules of these Agreements where applicable,
- or
- (ii) ISS Management acting on the authority of at least two-thirds of those Members of IATA participating in BSP (country) has given the Airline three calendar months’ notice in writing of termination of the Airline’s participation in BSP (country), citing reasons therefore. In the event ISS Management gives such notice, it shall at the same time give three calendar months notice to the Data Processing Centre and the Bank of withdrawal of the Airline from the Schedules of those Agreements where applicable,
- provided that, in both cases, rights and liabilities incurred before the date of termination shall survive termination.
6. The Airline 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 BSP (country) 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 on behalf of the IATA BSP by ISS Management Geneva. ISS Management will mail one original to the Airline 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 Airline also unconditionally undertakes that it will observe and comply with these and other terms and conditions described in other documents, as they apply to other BSPs that the Airline applies to participate in due course, by submitting an application to ISS Management. This Form of Concurrence shall enter into force with respect to such other BSPs on the dates that the Airline receives written notification that ISS Management has granted the Airline’s application to participate in the respective BSPs.

For and on behalf of the  
Airline:

Accepted for and on  
behalf of IATA Billing and  
Settlement Plans and  
their Participating Airlines  
by ISS Management:

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Title

.....  
Title

.....  
Date

.....  
Date

## RESOLUTION 850

### Attachment 'F'

## SUSPENSION OF OPERATIONS BY A BSP AIRLINE

### 1. REASONS FOR SUSPENSION

- △ (a) Where an airline participating in a BSP ("BSP Airline") ceases all operations, either temporarily or permanently, due to financial or other reasons, or where the BSP Airline becomes subject to bankruptcy, moratorium of debt, re-organisation, or when the BSP Airline does not have a valid designator/prefix and accounting code assigned by IATA, or other similar proceedings, or when IATA otherwise determines that there are sufficient financial grounds to suspend the BSP Airline, IATA shall evaluate whether the BSP Airline should be suspended from all BSP operations and the action to be taken, based on the pertinent information available; or
- (b) where an Airline defaults on a material obligation under the BSP, IATA shall determine the action to be taken in accordance with this Attachment.

### 2. IMMEDIATE ACTION BY IATA IN THE EVENT OF FINANCIAL 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 all Agents:
  - (i) to suspend immediately all ticketing activities on behalf of the BSP Airline concerned and to suspend immediately the use of the BSP Airline's name and numeric code as ticketing airline;
  - (ii) to suspend immediately the use of any automated systems for processing of refunds or other credit/debit transactions on behalf of the BSP Airline;
  - (iii) to continue to report as usual any outstanding sales, refunds or other credit/debit transactions made on behalf of the BSP Airline up to the date of the suspension;
  - △ (iv) to settle all Outstanding Billings and pending sales either:
    - (a) directly with IATA for control and reconciliation of the airline's funds as detailed in paragraph 2(c), or
    - △ (b) directly with the BSP Airline concerned, in which case the total amount to be remitted to the Clearing Bank in respect of any Outstanding Billing shall be adjusted by excluding the total amount due to or from the BSP Airline; for greater certainty, the

remittance of all Outstanding Billings should not take into account any refund actually or potentially owing by such BSP Airline;

- (v) to refrain from deducting or carrying out any refund from the BSP Airline's outstanding billings, pending sales, or from any future transaction, if any;
  - (vi) to continue to settle any and all credit transactions which may be made in future reporting periods directly with IATA or directly with the BSP Airline concerned as may be instructed by IATA;
- (c) Instruct the Clearing Bank:
- (i) to stop immediately all direct debit and clearing operations relating to sales, refunds or other credit/debit transactions made on behalf of the BSP Airline and await further instructions from IATA.
  - (ii) for the benefit of the participants in the BSP, manage the airline's funds under the control of IATA and where appropriate open a separate special account, for the collection of monies due to the BSP Airline, to be administered and held at the disposition of the Administrator, Receiver, Liquidator, Monitor or Trustee, if any, once all refunds have been processed and once IATA has set off any outstanding amounts as provided for in Resolution 850, Subparagraph 15.3, subject to local law and sufficient funds being available; and
- (d) Instruct the Data Processing Centre to forward to the BSP Airline reporting copies of the billing analysis for the current period.

### **3. OTHER ACTION BY IATA**

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 opening of a special account, for the collection of monies due to the BSP Airline. IATA may then enact the arrangements described in 4(d) below, in accordance with applicable local bankruptcy laws. All remaining balances will then be held at the disposition of the Administrator, Receiver, Liquidator, Monitor or Trustee, if any.

### **4. ACTION WHEN AIRLINE IS NOT SUSPENDED, OR IS RE-INSTATED AFTER SUSPENSION AND RETENTION OF FUNDS AS SECURITY**

In the case where the BSP Airline as referred to in Paragraph 1 above continues to operate, IATA may refrain from suspending the BSP Airline, or in the case where the BSP Airline is able to resume operations, after having been initially suspended, IATA may re-instate the BSP Airline, subject to taking further action, in accordance with applicable local bankruptcy laws, in order to respond to any individual circumstances.

- (a) This shall where appropriate, include the opening of a special account, as described in Subparagraphs 2(b) and 2(c) above, controlled by IATA, for the collection of monies representing sales made on behalf of the Airline.
- (b) To the extent required to cover the risk that refunds exceed sales during any given period following the filing under the bankruptcy laws, IATA shall:
  - (i) negotiate with the BSP Airline, a security deposit to be held centrally by IATA; or
  - (ii) from the date of such filing, be entitled to retain the entire amount of the BSP Airline's funds collected, and, subject to applicable laws, the Airline or its Administrator, Receiver, Liquidator or Trustee, shall have no claim to such funds while retained in accordance with these rules.
- (c) at an appropriate time to be determined by IATA, the funds retained in accordance with Subparagraph 4(b)(ii) shall, to the extent not refunded, be released and paid over to the BSP Airline, or its Administrator, Receiver, Liquidator, or Trustee and the provisions of Paragraph 1 shall apply.
- (d) Having satisfied the local BSP requirements any remaining balances may be transferred to a bank account established by IATA (any interest or charges on such account would be for the BSP Airline) which will be used to satisfy:
  - (i) firstly any remaining refunds in any other BSPs in which it participates;
  - (ii) secondly, any outstanding fees and charges of the BSP Airline with any other BSPs in which it participates;
  - (iii) and then towards any other amounts that are due from the BSP Airline to IATA. In all instances any sales incentives established by the BSP Airline shall be settled directly between the BSP Airline and the Travel Agent.
- (e) Any funds of the BSP Airline collected on the special account other than those described in Subparagraphs 4(b), 4(c) and 4(d) shall be remitted in the ordinary fashion or as otherwise requested or agreed by the BSP Airline, its Administrator, Receiver, Liquidator, Monitor or Trustee.

### **5. LIFTING OF SUSPENSION**

If the BSP Airline resumes its operations, or the reorganization proceedings terminate and the BSP Airline continues or resumes operations, or the BSP Airline has cured its default, or the BSP Airline protests the suspension in writing, if the suspension of the BSP Airline is otherwise lifted, 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.

## 6. DEFAULTING AIRLINE OWING MONEY TO THE CLEARING BANK

Where a defaulting airline owes money to the Clearing Bank for any remittance period before the default or to the BSP on any grounds and the debt is considered irrecoverable, the remaining BSP Airlines must bear the loss, excluding any sales incentive if any, in proportion to their share of the total amount in that remittance period. Such sales incentive shall be settled directly between the defaulting airline and the Travel Agents.

## RESOLUTION 850

### Attachment 'G'

## FINANCIAL LOSSES INCURRED IN HONOURING STANDARD TRAFFIC DOCUMENTS (STDs)

### 1. INTRODUCTION

Financial losses, as a result of honouring Standard Traffic Documents (STDs), may arise for two main reasons:

- the issuing Agent may go into irredeemable default;
- the STDs may have been issued fraudulently.

### 2. DEFAULT AND BANKRUPTCY

Where, following the honouring by an airline of a STD, 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 STDs 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. INDEMNIFICATION OF HONOURING AIRLINE

Resolution 781 provides that:

Where a Traffic Document was listed in the Industry Tickets Service at the time of honouring, the loss will be entirely borne by the honouring carrier and no loss-sharing can then be requested.

### 4. LOSSES ARISING FROM HONOURING FRAUDULENT ISSUES/LOSS-SHARING FORMULA

The honouring carrier is, in the circumstances described below, entitled to apply to ISS Management 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 chapter.

The following loss sharing formula is to be applied where losses are incurred through interline billing as the result of fraudulent use of a STD. Fraudulent use of STDs 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 STD which is not listed as described in Resolution 781, or which is listed as a “missing document” in the Industry Tickets Service at the time it is honoured, and the amount of loss is not recoverable from the Agent.

**4.1** Where the STD honoured can be attributed to a specific Agent, the loss shall be shared among those Airlines participating in the BSP in question which, at any time during the 12 calendar months preceding the month in which the fraudulently issued STD was reported by the honouring airline to ISS Management, 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 Airlines during the 12 months period.

**4.2** Where the STD honoured can be attributed to a specific BSP but not to a specific Agent, the loss shall be shared among all 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 ISS Management.

**4.3** Where the STD honoured cannot be attributed to either a specific Agent or to a specific BSP, the loss shall be shared among all 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 STD was reported to ISS Management.

If the BSP has not been in operation for 12 months at the date the fraudulently issued STD is reported to ISS Management, the reference period for calculating each Airline's share of the loss will be the period the BSP has been in operation.

This loss-sharing formula is linked to Resolution 781, and is applicable only as described in this Section.

## **5. SUBSEQUENT RECOVERY OF LOSSES DUE TO FRAUD**

Where a BSP Airline subsequently recovers any amounts due on a fraudulently issued STD, the amount recovered is to be distributed through the ISS Manager among the airlines concerned in proportion to their share in the reimbursement previously made concerning that STD.

## **6. DEBITING ACTION FOR LOSS-SHARING**

The ISS Manager will carry out the necessary investigation where a BSP Airline presents a fraudulently issued STD for reimbursement.

Billing action will be taken by the ISS Manager 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 Airlines participating in BSPs, a co-ordinated billing will be sent out by ISS Management.

Claims for reimbursement of losses through misuse of STDs must be settled twice yearly.

## **7. ACTION IN CASE OF COUNTERFEIT TICKETS**

Where a counterfeit STD is intercepted in the marketplace, the ISS Manager will, in consultation with the Member or Members 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 STD has already resulted in a loss, the preceding provisions of Subparagraphs 1 through 6, hereof, shall be applied.

## **RESOLUTION 850**

Attachment 'H'

(Intentionally left blank)

## **RESOLUTION 850**

Attachment 'I'

### **OUTLINE OF 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 the 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, the Agency Administrator may, under the delegated authority of the Conference and in accordance with the following outline table of contents, update the contents of the BSP Manual for Agents with those changes adopted by the Passenger Agency Conference.

#### **Preface**

#### **Introduction**

#### **Section 1—General Information**

- Chapter 1**—The Billing and Settlement Plan (BSP)
- Chapter 2**—BSP–Agent/Airline Relations
- Chapter 3**—Management of a BSP
- Chapter 4**—Participants and Service Suppliers in a BSP

#### **Section 2—Operational Procedures**

- Chapter 5**—Automation of Interfaces between Agents, Airlines and the BSP (BSPlink)
- Chapter 6**—Provision of Standard Traffic Documents (STDs)
- Chapter 7**—Audit, Inventory and Security
- Chapter 8**—Refunds
- Chapter 9**—Honouring of Credit Cards
- Chapter 10**—Billings and Statements
- Chapter 11**—Agents' Remittance Procedures
- Chapter 12**—Handling of Irregularities and Default
- Chapter 13**—Suspension of Operations by a BSP Airline
- Chapter 14**—Local Procedures/Information (to be issued by the local BSP Office)

#### **Section 3—Useful Information**

- Appendix A**—Acronyms
  - Appendix B**—Glossary of Terms
  - Appendix C**—Quick Reference
  - Appendix D**—Country Listing
-

**RESOLUTION 850b**

**IATA SPONSORED TICKET OFFICE**

PAC1(47)850b(except USA) Expiry: Indefinite  
PAC2(47)850b Type: B  
PAC3(47)850b

Whereas the Industry requires increasingly simplified processes and efficient services in the interest of its Members, it is:

RESOLVED that, notwithstanding any other Resolution, IATA may be established as a Sponsored Ticket Office (STO) on its own premises. The purpose of the IATA STO shall be the issuance of Standard Traffic Documents, exclusively to provide for its staff business travel requirements, in accordance with IATA Resolution 788.

In its operation as an STO, IATA shall at all times apply all the relevant ticketing criteria as established by the Conference.

An Agreement governing Reporting and Settlement requirements shall be signed by IATA with each sponsoring airline participating in the Billing and Settlement Plan.

**RESOLUTION 850b**

**Attachment ‘A’**

**AGREEMENT GOVERNING THE REPORTING AND SETTLEMENT OF STANDARD TRAFFIC DOCUMENTS**

An Agreement made this ..... day of.....20.....

BETWEEN

.....

having its office at .....

.....

(hereinafter called “the IATA Sponsored Ticket Office”)

AND

each airline participating in the Billing and Settlement Plan (hereinafter called “Airline”) which places its ticketing authority with the above place of business, represented by the Agency Administrator of IATA or his authorised representative acting for and on behalf of such Airlines.

WHEREBY IT IS AGREED AS FOLLOWS:

**1. EFFECTIVENESS**

this Agreement shall become effective between the IATA Sponsored Ticket Office and the Airline upon the Airline granting ticketing authority to the above place of business. Upon coming into effect this Agreement shall have the same force and effect between the Airline and the IATA Sponsored Ticket Office as though they were both named herein and had both subscribed their names as parties hereto. This Agreement shall remain in effect until terminated in accordance with the provisions of Paragraph 4 hereof.

**2. DEFINITIONS**

The terms and expressions used in this Agreement have the meanings respectively provided for in Resolution 866.

**3. COMPLIANCE WITH RESOLUTIONS AND INSTRUCTIONS**

3.1 the following are deemed to be incorporated in this Agreement and made part hereof to the extent specified:

3.1.1 IATA Resolution 850b;

3.1.2 IATA Resolution 818g Attachment A, Section 1, Paragraphs 1.1 through 1.1.1 and Paragraph 1.1.3, except that for the purpose of this Agreement:

3.1.2.1 the terms ‘Accredited Agent’ (Agent) and ‘Approved Location’ (Location) shall be deemed to read

'IATA Sponsored Ticket Office' and 'place of business', respectively, and

**3.1.2.2** provisions governing reviews by the Travel Agency Commissioner shall not be applicable;

**3.1.2.3** remittance by the IATA Sponsored Ticket Office shall be not later than one calendar month following the period covered by the billing.

**3.1.3** the Billing and Settlement Plan Manual for Passenger Sales Agents, subject to the provisions of Subparagraph 3.1.2.1 above.

**3.2** A copy of the Resolution provisions and the instructions described in this Paragraph are appended to this Agreement.

## 4. TERMINATION

**4.1** this Agreement shall remain in force until:

**4.1.1** terminated at any time by the IATA

**4.2** Termination under any of the provisions of this Paragraph shall be without prejudice to fulfilment by each party of all obligations accrued prior to the date of termination.

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## RESOLUTION 850e

### INDUSTRY SETTLEMENT SYSTEMS

△ PAC1(49)850e(except USA) Expiry: Indefinite  
PAC2(49)850e Type: B  
PAC3(49)850e

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.

**3.** PAConf hereby establishes, wherever a BSP is in operation, a Local Customer Advisory Group (LCAG), to provide advice to ISS Management on customer service issues, and to ISS Management and the PAConf on Industry Settlement Systems standards. Rules and Procedures, for these groups, will be developed by the PAConf. The PAConf shall determine the procedures for establishing membership of the CAGs.

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## RESOLUTION 850m

### ISSUE AND PROCESSING OF AGENCY DEBIT MEMOS (ADMs)

- △ PAC1(49)850m(except USA) Expiry: Indefinite  
PAC2(49)850m Type: B  
PAC3(49)850m

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.

#### 2. AIRLINE POLICY

**2.1** Airlines are required to publish and communicate in writing their ADM policies to 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 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 a Fare Calculation Mode Indicator (FCMI) has been provided by a ticketing system to the Airline, the Airline shall include the FCMI in any ADM raised to an Agent.

**4.5** Where possible electronic BSP functionality will be used by the issuing airline.

**4.6** An Agent shall have a minimum of 14 days in which to review an ADM prior to its submission to BSP for processing.

**4.7.1 Except LATAM countries under 818g** Any disputes are to be raised by Agents within 30 days of receipt of an ADM, and

**4.7.1.1** all disputes are to be settled by the Airline within 60 days of receipt.

**4.7.2 LATAM countries under 818g only** Any disputes are to be raised by Agents within two reporting periods of receipt of an ADM, and

**4.7.2.1** all disputes are to be settled by the Airline within 60 days of receipt.

**4.8** If it is established that an ADM is not valid it must be cancelled.

**4.9** Where ADMs are withdrawn by BSP Airlines, any administration fee that may have been levied will be withdrawn, or refunded to the Agent. In the event the ADM is refunded to the Agent, the Airline cannot charge an administrative fee associated to the refund.

**4.10** Following consultation and if both parties agree a disputed ADM may be referred to the Travel Agency Commissioner to be resolved.

**4.11** An ADM that has been included in the BSP billing will be processed for payment. Any subsequent dispute of such ADM, if it is upheld by the Airline, will be dealt with directly and where applicable may result in the issue of an Agency Credit Memo (ACM).

## 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 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

PAC1(48)850p(except USA) Expiry: Indefinite  
PAC2(48)850p Type: B  
PAC3(48)850p

"WHEREAS certain Sales Agency Rules provide that an Agent may meet the financial criteria by the provision of additional financial security in the form of a bank guarantee, insurance bond, or default insurance scheme ("DIP" scheme) (including trust fund);"

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** "FINANCIAL SECURITY PROVIDER" (hereafter referred to as "Provider") means any entity that guarantees payment to Members or Airlines, through provision of an insurance bond or other instrument (excluding bank guarantees), in the event of the default of an Agent.

### 2. EVALUATION OF PROVIDERS AND THEIR PRODUCTS

**2.1** IATA shall establish criteria for the consistent evaluation and approval of Providers and Provider products, and shall make such criteria available to all interested parties. Criteria shall 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;

**2.1.1** No Provider or Provider product shall be accepted for the purposes of an Agent meeting the 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.

**2.2** IATA shall conduct, at a minimum, an annual review of all Providers and Provider products previously approved by IATA. After such review(s), IATA shall determine whether such Provider or Provider product meets criteria in effect at that time;

**2.3** The result of the initial and periodic evaluation shall be reported to the LCAGP and APJC as appropriate. Their views shall be relayed to IATA, who shall decide whether to accept financial security instruments from the

Provider after consultation and recommendations developed, with local Airlines;

2.4 The result of the evaluation shall be advised to the Provider, LCAGP and APJC as applicable.

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## RESOLUTION 852

### DESIGNATION AND SELECTION OF TICKETING AIRLINE

PAC1(47)852(except USA)    Expiry: Indefinite  
PAC2(47)852                    Type: B  
PAC3(47)852

The following covers all types of tickets issued under Billing and Settlement Plan conditions:

#### 1. METHOD OF DESIGNATING A TICKETING AIRLINE

1.1 For issue of electronic tickets 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 ticket(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, STDs may be used for all airline passenger transportation and associated services.

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## RESOLUTION 854

### ELECTRONIC TICKETING SYSTEMS IN BILLING AND SETTLEMENT PLAN COUNTRIES/AREAS

PAC1(48)854(except USA)    Expiry: Indefinite  
PAC2(48)854                    Type: B  
PAC3(48)854

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 electronic ticketing systems at Approved Locations in a BSP Country/Area, 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 electronic issuance of Standard Traffic Documents in accordance with the applicable IATA Passenger Services 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 in superlong record format 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 restrict the electronic issuance of Standard Traffic Documents at an Approved Location within 6 (six) hours of advice from:

**5.3.4.1** Agency Administrator, that an Approved Location is removed from the Agency List, declared in default, or is suspended in accordance with the Sales Agency Rules or,

**5.3.4.2** an airline, that it 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 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;

**5.6** 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;

**5.7** 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;

**5.8** 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;

**5.9** 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.

**5.10** authorise an agent in one location to initiate ticket issuance in an Approved Location of the same Agency.

## **6. ELECTRONIC ISSUANCE OF STANDARD TRAFFIC DOCUMENTS**

**6.1** no document numbers shall be provided to the Electronic Ticketing System in any BSP Country/Area for electronic 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 electronic 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 Services 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 electronic refund and/or electronic exchange of electronic ticketing transactions shall be those detailed in the IATA Passenger Services 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 including but not limited to Airlines, 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)

and

IATA represented by the Coordinator, with a place of business at ..... (address), who has been lawfully mandated by IATA to represent it for such purpose.

WHEREAS (Name of System Provider), hereinafter referred to as "System Provider", operates an electronic ticketing 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 (name of the System Provider) System is technically compatible with the operation of the BSP (country) and maintains such compatibility in all respects, and

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,

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, 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 Services Conference Resolutions, with the inclusion of any applicable local taxes and charges;

**2.2** provide, on a daily basis, data in superlong record format to the BSP Processing Centre in accordance with the specifications set forth in the document containing details of local technical and ticketing requirements of the BSP ....., supplied by the Coordinator;

**2.3** ensure the ability of the system to restrict the electronic issuance of Standard Traffic Documents at an

Approved Location within 6 (six) hours of receipt of advice from:

**2.3.1** ISS Management, that an Approved Location is removed from the Agency List, declared in default, or is suspended in accordance with the Sales Agency Rules; or

**2.3.2** an airline, that it 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** ensure the ability of the System to assign to Approved Locations blocks of document numbers, for use in electronic ticketing transactions;

**2.6** 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 BSP Processing Centre;

**2.7** give the Coordinator in a timely manner advance notice of each Approved Location to be connected to the system;

**2.8** cooperate with the Coordinator, the airlines and the BSP Processing Centre to the fullest possible extent for the prevention of unauthorised issuance of electronic ticket transactions.

### 3. OBLIGATIONS OF THE COORDINATOR

**3.1** the Coordinator shall facilitate the necessary flow of information between the System Provider and ISS Management and shall ensure all necessary coordination between the System Provider and the Processing Centre required for the operation of the System in the BSP concerned;

**3.2** the Coordinator shall, subject to the observance of all IATA BSP rules and regulations, facilitate the introduction of the System in the BSP concerned.

### 4. 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 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;

**4.2** the System Provider further agrees that if following such dialogue the matter cannot be resolved, that the Coordinator shall, on instruction of ISS Management, withdraw the Certificate of Technical Compatibility and this agreement shall thereupon be terminated.

**5. 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.

**6. LIABILITY**

**6.1** 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 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;

**6.2** 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. 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.

**8. TERM OF AGREEMENT**

This Agreement shall become effective on the day of signature and shall continue in full force and effect indefinitely thereafter until terminated either pursuant to Paragraph 4 of this agreement or upon not less than sixty (60) days' prior written notice from one party to the other party.

**9. AMENDMENTS AND GOVERNMENT LAW**

This Agreement may be modified only by a further written agreement signed by the parties hereto. This Agreement and any amendments thereto shall be governed in its interpretation and performance by the laws of ...(country).

**10. 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.

**11. 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

**RESOLUTION 854**

**Attachment 'B'**

**ELECTRONIC TICKETING SYSTEM  
CERTIFICATE OF TECHNICAL  
COMPATIBILITY**

BSP.....

To: (System Provider)

This is to certify on behalf of IATA, that your .....  
electronic ticketing system, as submitted for evaluation on  
..... is technically compatible with the pres-  
ent requirements of the BSP

.....  
Place, Date

For IATA

by the Coordinator:

.....  
(Signature)

.....  
name, title

**RESOLUTION 860a**

**PASSENGER AGENCY PROGRAMME  
GLOBAL JOINT COUNCIL (PAPGJC)**

△ PAC1(49)860a(except USA) Expiry: Indefinite  
PAC2(49)860a Type: B  
PAC3(49)860a

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  
18 members and shall include equal representation of  
Member Airlines and Travel Agency representatives:

**2.1(a)** the Airline delegates shall be selected from Mem-  
bers 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 desig-  
nated by recognised agency associations, and to the  
extent possible shall represent the three IATA Conference  
areas,

**2.1(c)** the Council shall nominate its own Chairman and  
deputy Chairman. The position of Chairman shall be non-  
voting. In the event the Chairman is elected from voting  
members, an alternate voting member shall be nominated  
to take the voting seat vacated by the Chairman. The  
initial renewable term of the Chairman shall be two years;

**2.2** The Chairman 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, pro-  
vided that the quorum necessary to take action shall be  
not less than two-thirds of the members of each of its two  
constituencies. The Chairman may authorise the pres-  
ence 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.

### **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 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.

**3.4** The Council may recommend to Conference changes to agency fees.

**3.5** The Travel Agency Commissioner Programme (hereinafter TAC Programme) is under the purview of the Council.

**3.6** 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 up to USD5.00 per year or acceptable equivalent per location

**3.7** 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.

**3.7.1** Part of the expenditures should be associated to the establishment and update of a public database of TAC decisions.

**3.7.2** Part of the expenditures should be associated to the reimbursement of travel expenses incurred by PAPGJC Travel Agency representatives attending PAPGJC meetings.

(i) The expenses that will be covered by the Fund must relate exclusively to attendance by authorised agency representatives at the Passenger Agency Programme Global Joint Council (PAPGJC) industry meetings on global issues directly related to the IATA Agency Programme.

(ii) The Fund will cover the cost of AD75 air travel (other than first class) or equivalent for Travel Agency representatives travelling directly to and from the meeting, meals, accommodation, ground transportation and other reasonable expenses.

**3.8** The Council shall receive regular reports provided by IATA on TAC's activities in a format and at a frequency determined by the Council.

## 4. IMPLEMENTATION

Upon implementation of this resolution, the following resolution shall become simultaneously rescinded.

PAC1(38)860 (except USA)

PAC2(38)860

PAC3(38)860

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## RESOLUTION 862

### JOINT AGENT AND AIRLINE CONSULTATIVE MEETINGS

PAC1(48)862(except USA)    Expiry: Indefinite

PAC2(48)862                    Type: B

PAC3(48)862

WHEREAS there are a number of joint airlines and travel agent consultative bodies established by the Conference under separate resolutions, now it is

RESOLVED that all such consultative meetings shall comprise of equal representatives from both Airlines and Travel Agents. This shall include, but is not limited to, Agency Programme Joint Councils (APJCs) and Joint Agency Liaison Working Groups.

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## RESOLUTION 866

### DEFINITIONS OF TERMS USED IN PASSENGER AGENCY PROGRAMME RESOLUTIONS

△ PAC1(49)866(except USA)    Expiry: Indefinite  
PAC2(49)866                    Type: B  
PAC3(49)866

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, and which defined terms and expressions shall be made readily identifiable by the use of upper case initial letters:

**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 established to assist the Conference in the performance of its functions by making recommendations on any aspect of the Agency Programme in the country or area concerned.

**AGENCY SALES DATA** (means that data which is collated from ticket 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 in non-BSP Countries, 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 country (area). When so decided by the Agency Administrator, this person may also act as the local representative of ISS Management.

**AGENT** See 'Accredited Agent'

**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.

**ANCILLARY SERVICES** means services sold on behalf of an airline, secondary 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 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.

**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 country or group of countries in which a Billing and Settlement Plan operates.

**ATA** means the Air Transport Association of America.

**BILLING** means a billing to Agents, according to data reported by the Ticketing System Provider, 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 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 outlined in Attachment 'I' to Resolution 850—Billing and Settlement Plans. It 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 whose name is shown on the Card, and whose signature is on the reverse, used as payment against a Member's or Airline's merchant agreement for the purchase of international air transportation.

**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.

**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.

**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 Airlines; and to perform such other functions as are prescribed within these Rules, and in Resolution 850 and its Attachments.

**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.

**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.

**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.

**DIRECTOR GENERAL** means the Director General of IATA or authorised representative.

**ELECTRONIC TICKET** means an electronic record issued by an Approved Location, in accordance with applicable tariffs for the issuance of the passenger ticket.

**ELECTRONIC TICKETING** means a method to document the sale of passenger transportation (electronic ticket) and related services (electronic miscellaneous documents).

**ELECTRONIC TICKETING AUTHORITY** (sometimes referred to as 'ET Authority') means a written authority provided to an ET Agent by a Member or Airline participating in a BSP, which authorises one or more Locations of the Agent to issue Electronic Tickets. A copy or parallel advice must be sent to the BSP Manager.

**ELECTRONIC 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 Electronic Tickets.

**ESTABLISHED BSP PERFORMANCE** means a minimum of three years as an Accredited Passenger Sales Agent ('Agent'), without any consistency of irregularity reports being issued, or default action taken, against such

Agent or any of its Approved Locations (Locations) in the last three years.

**EUROPE ACCREDITED AGENT (EAA)** means a legal entity established in one country within the EU/EEA and Switzerland, with financial responsibility for Locations in other countries in the EU/EEA and Switzerland.

**FACE-TO-FACE TRANSACTION** means an Agent making a sale by a Card against a Member's or Airline's merchant agreement when the Card and the Cardholder are simultaneously present at the time of the transaction (see also 'Non-Face-to-Face Transaction').

**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 CONCURRENCE** (appointment by) means the process whereby a Member automatically appoints Accredited Agents, without further procedural formality, as described in Resolution 878. The names of the Members using the General Concurrence method of appointment, and any prior conditions they may have set, are published in the Travel Agent's Handbook.

**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 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 DISTRIBUTION SYSTEM** see Agency Programme.

**IATA AGENCY PROGRAMME** see Agency Programme.

**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 Industry Distribution and Financial Services (IDFS) that are responsible for 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.

**IDFS** see Industry Distribution and Financial Services.

**INDUSTRY DISTRIBUTION AND FINANCIAL SERVICES** (sometimes referred to as 'IDFS') means the department of IATA that has the administrative and operational functions of the IATA Settlement Systems included in its responsibilities.

**ISS MANAGER** means the IATA official designated by ISS Management as the person that manages a BSP.

**JOINT AGENCY LIAISON WORKING GROUP** means a group, comprising local airline and agent representatives, set up by a Billing and Settlement Plan, in accordance with procedures set forth in the BSP Manual for Agents.

**LOCAL CUSTOMER ADVISORY GROUP—PASSENGER (LCAGP)** means a group of airline representatives established by the Conference in each country/area where a BSP is operated, to provide advice to ISS Management on customer service issues and in establishing and addressing local needs, and functions in accordance with Resolution 850 Attachment 'B'.

**LATIN AMERICA AND THE CARIBBEAN** means in this Resolution Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands/Malvinas, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Montserrat, Netherlands Antilles, Nicaragua, Panama, Paraguay, Peru, St. Kitts-Nevis, Saint Lucia, St. Vincent and the Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, Venezuela.

**MEMBER** means an airline that is a Member of IATA.

**NETWORK AGENT** the definition for Network Agent is contained in Resolution 842.

**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 subcontraction, 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 Card sale in which a Card and Cardholder 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 some failure has been detected on his part in matters such as reporting or remittance.

**ON-LINE TRAVEL AGENT** - means a travel agency applicant, duly registered/licensed in the country of operation authorised to sell travel services, that facilitates the sale of Members and Airlines services through an Internet portal.

- **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 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.

**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 subcontraction, the original appointing Member.

**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 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 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') 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 AGENCY RULES** means the contents of the relevant Passenger Agency Conference Resolution of the same name.

**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').

**SOUTH WEST PACIFIC** that is the area composed of Australia, Cook Islands, Fiji, French Polynesia, Kiribati (Canton and Enderbury Islands), Marshall Islands, Federated State of Micronesia, Nauru, New Caledonia (including Loyalty Islands), New Zealand, Niue, Palau, Papua New Guinea, 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 (eg. 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
- Automated coupon-by-coupon MCO (paperless or plain paper) VMCO in accordance with Resolution 725d
- Virtual Multipurpose Miscellaneous Document (VMPD)

They are supplied by ISS Management, and do not bear any carrier identification until after issuance by the Agent.

**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.

**SYSTEM** see ELECTRONIC 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.

**TOUR OPERATOR** means a person/entity which organises, advertises and/or promotes tours and makes them available for the sale to the general public by combining air transportation with surface arrangements; provided that in the following countries a Member shall not function as a tour operator: Brazil, Germany, Greece, Israel, Italy, Tunisia and Turkey.

**TRAFFIC DOCUMENTS** means the following forms issued manually, mechanically or electronically 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 Chairman/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 accreditation 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.

**TRAVEL COMPENSATION FUND** means the Travel Compensation Fund established under a trust settled by responsible Ministers in various States and/or Territories in Australia.

**UNIVERSAL CREDIT CARD CHARGE FORM** (sometimes referred to as 'UCCCF') means the approved form, specified within the BSP Manual for Agents, for Card sales.

**USER** is the individual making an enquiry to the 'ERSP'.

**WTAAA** means the World Travel Agents Associations Alliance.

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## RESOLUTION 876

### NON-AIRLINE PASSENGER GENERAL SALES AGENTS

PAC1(38)876(except USA)    Expiry: Indefinite  
PAC2(38)876                    Type: B  
PAC3(38)876

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:

**4.1.1** to a GSA in whose territory the ticket is issued against a prepaid ticket advice (PTA), or

**4.1.2** 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

LIST 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**

PAC1(26)876b(except USA) Expiry: Indefinite  
PAC2(26)876b Type: B  
PAC3(26)876b

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 878

### GENERAL CONCURRENCE

PAC1(47)878(except USA)    Expiry: Indefinite  
PAC2(47)878                    Type: B  
PAC3(47)878

Recognising that Agents may be appointed by Members through a statement of General Concurrence and

Recognising that the provisions of such method of appointment need to be published, it is

RESOLVED that the following provisions shall apply:

### 1. STATEMENT OF GENERAL CONCURRENCE

**1.1** A Member has the option to appoint Agents by signing a statement of General Concurrence, as shown in Attachment 'A'.

**1.2** A statement of General Concurrence by a Member shall normally be required for each IATA Area.

**1.3** A Member is not obliged to include all of the countries in each such Area, but will identify such exceptions when they apply.

**1.4** A Member, by the signing of a statement of General Concurrence, is not obliged to provide an Agent, either directly or via ISS Management, with any type of Traffic Documents, or the authority to issue Traffic Documents on its behalf.

**1.5** A statement of General Concurrence, deposited with IATA, provides the authority to promote and sell that Member's flights and services. The decision on whether or not to place Traffic Documents with the Agent rest with the Member and is subject to the rules and procedures in the applicable Passenger Sales Agency Rules.

### 2. PROCEDURES

**2.1** A statement of General Concurrence, as shown in Attachment 'A', shall be completed and signed in duplicate by the Member, and deposited with IATA.

**2.2** The Member shall retain a copy for its own records.

**2.3** A list of Members appointing Agents by General Concurrence shall be published in the relevant Travel Agent's Handbooks.

### 3. REVISIONS AND WITHDRAWAL OF GENERAL CONCURRENCE

**3.1** A Member wishing to amend its statement of General Concurrence shall advise the Agency Administrator in accordance with Paragraph 2 of the statement of General Concurrence.

**RESOLUTION 878**

**Attachment 'A'**



**STATEMENT OF GENERAL CONCURRENCE**

To : **The Regional Director (for the Agency Administrator), IDFS  
Geneva / Miami / Singapore \***

In accordance with the IATA Passenger Sales Agency Rules, in effect now or in the future, in the various countries of IATA Area 1 / 2 / 3\*, (\* delete as required)

\_\_\_\_\_

*(name of Member)*

hereby deposits with the Agency Administrator its Statement of General Concurrence for the appointment of all Head or Principal offices of IATA Passenger Sales Agents and all Locations of such Agents, as follows:

*(pleases tick as appropriate)*

in all the countries of Area 1 / 2 / 3\*,

in all countries, except the following specific countries where individual Certificates of Appointment will be issued to Agents (in accordance with Resolution 820), if appointed by us.

\_\_\_\_\_  
\_\_\_\_\_

This Statement of General Concurrence shall be effective as from \_\_\_\_\_  
*(date)* and shall remain in effect until withdrawn by notice in writing to the Agency Administrator. Nevertheless, the appointment of any particular Agent or Location appointed under this Statement of General Concurrence may be withdrawn by the carrier by notice in writing to such Agent with a copy to the Agency Administrator.

by: _____	_____
<i>(Name)</i>	<i>(Name of Member)</i>
_____	_____
<i>(Title)</i>	<i>(Signature)</i>
_____	_____
<i>(TTY Code)</i>	<i>(Date)</i>
_____	
<i>(e-mail address)</i>	

## RESOLUTION 880

### REDUCED FARES FOR ACCREDITED PASSENGER SALES AGENTS

PAC1(47)880(except USA)    Expiry: Indefinite  
PAC2(47)880                    Type: B  
PAC3(47)880

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 following requirements; the person travelling must:

**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, or is suspended) 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):

Table with 5 columns: From, To, Airline, Flight No., Date. Includes dotted lines for data entry.

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: .....



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)

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\* 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

PAC1(42)880a(except USA) Expiry: Indefinite  
PAC2(42)880a Type: B  
PAC3(42)880a

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 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 shall so notify the Agency Administrator;

1.2 the Agency Administrator shall maintain, publish and circulate, from time to time, lists of:

1.2.1 Members, as shown at Attachment 'A' to this Resolution, 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, and

1.2.2 countries, as shown at Attachment 'B' to this Resolution, where the IATA Travel Agent ID Card is in circulation and where one or more Members have indicated their recognition of the Card as a travel agency employee credential;

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 shall 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 shall 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, and

2.1.1.2 where the Member whose ticket is being issued so requires, the appropriate coupons of the form at Attachment 'C' to this Resolution shall be attached to the Agent, Audit and Passenger coupons of the ticket;

2.1.2 the Agent shall 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.

2.2 in accordance with the requirements of Paragraph 13 of Resolution 880, and where applicable, copies of all Applications accepted by the Member to which the Application was made should also include the coupon of the form at Attachment 'C'.

#### 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 shall, 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.

#### 4. PUBLICATION IN THE TRAVEL AGENT'S HANDBOOKS

the information provided in Attachments 'A' and 'B' to this Resolution shall also be recorded in the Travel Agent's Handbooks.

## RESOLUTION 880a

### Attachment ‘A’

#### RECOGNITION AND ACCEPTANCE OF THE IATA TRAVEL AGENT ID CARD

The following Members have advised that they recognise the IATA Travel Agent ID Card as a travel agent employee credential and/or require it to support an application, in specific countries, for reduced fare transportation on their services. Those specified countries are shown in an appropriate note which corresponds to the figure shown alongside the Member's name. Their individual policies governing the extent to which the IATA Travel Agent ID Card is a requisite for granting reduced fare transportation on their services, are as indicated in the second note corresponding to the letter shown alongside the Member's name:

#### LIST OF MEMBERS

AF	Air France <sup>14a</sup>
AM	Aeromexico <sup>14a</sup>
AR	Aerolineas Argentinas <sup>14a</sup>
AV	Avianca <sup>14a</sup>
AZ	Alitalia <sup>14a</sup>
A3	Aegean Airlines <sup>6ce</sup>
EI	Aer Lingus <sup>1abcd</sup>
AC	Air Canada <sup>8acde</sup>
KM	Air Malta p.l.c. <sup>6,7a</sup>
NZ	Air New Zealand <sup>4,10abcde</sup>
PX	Air Niugini <sup>3,4,10 abce</sup>
FJ	Air Pacific <sup>1ace</sup>
PZ	Transportes Aereos del Mercosur <sup>14a</sup>
TA	TACA <sup>13a</sup>
UA	United <sup>12a</sup>
5L	Aerosur <sup>14a</sup>
Z8	Amazzonas <sup>14a</sup>
AA	American Airlines <sup>14a</sup>
TC	Air Tanzania <sup>1abcde</sup>
VT	Air Tahiti <sup>11be</sup>
UM	Air Zimbabwe <sup>2,6 abce</sup>
AA	American Airlines <sup>8a</sup>
OS	Austrian <sup>1abcde</sup>
UY	Cameroon Airlines <sup>2,6,7 abcde</sup>
CX	Cathay Pacific <sup>1abcde</sup>
XK	CCM Airlines <sup>2e</sup>
CO	Continental Airlines <sup>1ace</sup>
MS	Egyptair <sup>1ab</sup>
EK	Emirates <sup>1ac</sup>
ET	Ethiopian Airlines <sup>1abcde</sup>
EA	European Air Express EAE <sup>6ace</sup>
AY	Finnair <sup>3,4,6 8ade</sup>
HR	Hahn Air Lines GmbH <sup>6a</sup>
T4	Hellas Jet <sup>6ae</sup>
IB	IBERIA <sup>6ade</sup>
IB	Iberia <sup>14a</sup>
D6	Inter Air <sup>2e</sup>
IR	Iran Air <sup>1a</sup>
KQ	Kenya Airways <sup>1abcde</sup>
KL	KLM
LA	Lan Chile/Lan Peru <sup>14a</sup>
TE	Lithuanian Airlines <sup>6ae</sup>
LH	Lufthansa <sup>14a</sup>
LH	Lufthansa <sup>6c</sup>
LG	Luxair <sup>6a</sup>
ME	MEA <sup>1ace</sup>
YM	Montenegro Airlines <sup>6ace</sup>
NW	Northwest Airlines <sup>8abcde</sup>
OA	Olympic Airways S.A. <sup>1abc</sup>
PR	PAL <sup>1abc</sup>
QF	Qantas <sup>*</sup>
RJ	Royal Jordanian <sup>1a</sup>
SQ	SIA <sup>6a</sup>
SN	SN Brussels Airlines <sup>6a</sup>
PY	Surinam Airways Ltd <sup>5,6,8,9 ce</sup>
TG	Thai Airways <sup>3,4,6,7,10 acd</sup>
TU	Tunis Air <sup>1abcde</sup>
UL	Sri Lankan <sup>1</sup>

#### AREA

1. *Worldwide*
2. *Africa*
3. *Asia*
4. *Australia*
5. *Caribbean*
6. *Europe*
7. *Middle East*
8. *North America*
9. *South America*
10. *South Pacific*
11. *Domestic only*
12. *For travel from Thailand*
13. *For travel for agents in El Salvador*
14. *For travel from Bolivia*

<sup>1</sup> This denotes that the Travel Agent ID Card is recognised by the Member in a variety of regions. Please contact the Member concerned for details of the countries where the IATA Travel Agent ID Card is recognised.

## IATA TRAVEL AGENT ID CARD

- a. Recognised as a credential for proof of eligibility for reduced fare transportation
- b. Recognised as a credential for proof of eligibility for domestic reduced fare transportation
- c. Recognised as proof of eligibility when travelling
- d. Required for self ticketing for reduced fare domestic transportation
- e. Required as proof of eligibility at check-in and when travelling

## RESOLUTION 880a

### Attachment 'B'

## COUNTRIES WHERE THE IATA TRAVEL AGENT ID CARD IS IN CIRCULATION

### A

Albania  
Algeria  
Andorra  
Angola  
Antigua  
Argentina  
Armenia  
Aruba  
Australia <sup>1</sup>  
Austria <sup>1</sup>  
Azerbaijan

### B

Bahamas  
Bahrain  
Bangladesh  
Barbados  
Belarus  
Belgium <sup>1</sup>  
Belize  
Benin  
Bermuda  
Bolivia<sup>2</sup>  
Bosnia Herzegovina  
Botswana  
Brazil  
Bulgaria  
Burkina Faso  
Burundi

### C

Cambodia  
Cameroon <sup>1</sup>  
Canada <sup>1</sup>  
Cape Verde  
Cayman Islands  
Chad  
Chile  
China, PRC  
Chinese Taipei  
Colombia  
Congo

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<sup>1</sup> Indicates those countries where one or more IATA Members require applications by travel agency staff, for Reduced Fare Transportation, to be supported by an IATA Travel Agent ID Card.

<sup>2</sup> All carriers except TACA honour the card for travel from Bolivia to any destination.

Congo, Dem. Republic of  
Cook Islands  
Costa Rica  
Côte d'Ivoire <sup>1</sup>  
Croatia  
Cyprus  
Czech Republic

**D**

Denmark  
Dominica  
Dominican Republic

**E**

Ecuador <sup>1</sup>  
Egypt <sup>1</sup>  
El Salvador  
Eritrea  
Estonia  
Ethiopia <sup>1</sup>

**F**

Fiji <sup>1</sup>  
Finland <sup>1</sup>  
France  
French Guiana  
French Polynesia <sup>1</sup>

**G**

Gabon  
Gambia  
Georgia  
Germany <sup>1</sup>  
Ghana  
Gibraltar  
Greece <sup>1</sup>  
Grenada  
Guadeloupe  
Guatemala  
Guinea  
Guyana

**H**

Haiti  
Honduras  
Hong Kong (SAR) <sup>1</sup>  
Hungary

**I**

Iceland  
India  
Iran  
Indonesia

Ireland <sup>1</sup>  
Israel  
Italy

**J**

Jamaica  
Japan  
Jordan <sup>1</sup>

**K**

Kazakhstan  
Kenya <sup>1</sup>  
Kiribati  
Korea, Republic of  
Kuwait  
Kyrgyzstan

**L**

Latvia  
Lebanon <sup>1</sup>  
Lesotho  
Libya  
Liechtenstein  
Lithuania <sup>1</sup>  
Luxembourg <sup>1</sup>

**M**

Macau (SAR)  
Macedonia (FYROM)  
Madagascar  
Malawi  
Malaysia  
Mali  
Malta  
Marshall Islands  
Martinique  
Mauritania  
Mauritius  
Mexico  
Micronesia  
Moldova  
Monaco  
Mongolia  
Morocco  
Mozambique  
Myanmar

**N**

Namibia  
Nepal  
Netherlands

<sup>1</sup> Indicates those countries where one or more IATA Members require applications by travel agency staff, for Reduced Fare Transportation, to be supported by an IATA Travel Agent ID Card.

New Caledonia

New Zealand <sup>1</sup>

Nicaragua

Niger

Nigeria

NL Antilles

N. Ireland

Norway

## **O**

Oman

## **P**

Pakistan

Palestinian Territory, Occ.

Panama

Papua New Guinea <sup>1</sup>

Paraguay

Peru

Philippines <sup>1</sup>

Poland

Portugal

## **Q**

Qatar

## **R**

Reunion

Republic of Palau

Romania

Russian Federation

Rwanda

## **S**

Samoa

San Marino

Saudi Arabia

Senegal

Serbia and Montenegro <sup>1</sup>

Sierra Leone

Singapore <sup>1</sup>

Slovakia <sup>1</sup>

Slovenia

Soloman Islands

South Africa <sup>1</sup>

Spain <sup>1</sup>

Sri Lanka <sup>1</sup>

St. Kitts

St. Lucia

St. Vincent

Sudan

Suriname <sup>1</sup>

Swaziland

Sweden

Switzerland <sup>1</sup>

Syria

## **T**

Tanzania

Thailand <sup>1</sup>

Togo

Tonga <sup>1</sup>

Trinidad & Tobago

Tunisia <sup>1</sup>

Turkey

Turks & Caicos Islands

## **U**

Uganda

United Arab Emirates <sup>1</sup>

United Kingdom <sup>1</sup>

United States of America <sup>1</sup>

Ukraine

Uruguay

## **V**

Venezuela

Vietnam

Virgin Islands, British

## **W**

## **X**

## **Y**

Yemen

## **Z**

Zambia

Zimbabwe <sup>1</sup>

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<sup>1</sup> Indicates those countries where one or more IATA Members require applications by travel agency staff, for Reduced Fare Transportation, to be supported by an IATA Travel Agent ID Card.



**RESOLUTION 880a**

**Attachment 'C'**

**APPLICATION FORM**

<b>Spouse Name</b>	Valid on all routes Valid on Y/J class only	<b>COUPOIN 1 DATE OF ISSUE</b>	Valid on all routes Valid on Y/J class only	<b>PLACE OF ISSUE</b>
<b>Authority Number</b> 999-907.4	<b>Authority Number</b> 999-907.4			
<b>Ticket Number Issued</b> 999-	<b>Ticket Number Issued</b> 999-		<b>Travel Agent's Signature</b> X	
<b>Total Routing</b>	<b>Total Routing</b>			

## RESOLUTION 884

### REDUCED FARES FOR DELEGATES ATTENDING OFFICIAL JOINT INDUSTRY MEETINGS

PAC1(33)884(except USA)    Expiry: Indefinite  
PAC2(33)884                    Type: B  
PAC3(33)884

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.

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## RESOLUTION 884a

### REDUCED FARE TRANSPORTATION FOR NATIONAL TRAVEL AGENCY ASSOCIATION OFFICIALS

PAC1(38)884a(except USA) Expiry: Indefinite  
PAC2(38)884a Type: B  
PAC3(38)884a

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.

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## RESOLUTION 886

### MEMBERS' GROUP VOCATIONAL TRAINING TRIPS FOR ACCREDITED PASSENGER SALES AGENTS

PAC1(38)886(except USA)    Expiry: Indefinite  
PAC2(38)886                    Type: B  
PAC3(38)886

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 886a

### REDUCED FARES FOR PASSENGER AGENTS (IATA/UFTAA PROFESSIONAL EXAMINATIONS)

PAC2(02)886a(within Europe Expiry: Indefinite and within Africa) (amended) Type: B

RESOLVED that, for the purpose of permitting an examination candidate registered under the IATA/UFTAA Agents' Professional Training Programme to travel between such candidate's place of employment and the designated examination centre Members may, subject to the provisions of this Resolution, grant such candidate international air transportation at a discount not in excess of 75% of the applicable air fare for the class of service to be used but such discount may not be applied to Inclusive Tour basing fares; provided that when 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.

1. the said transportation shall be granted only to a candidate who at the time of travel is employed by an Accredited Agent.
  2. such transportation shall be granted by the Member against cash payment and surrender of a written authorisation issued by the Agency Administrator, provided that such authorisation shall show the name of the candidate, the place and date of the examination and shall be countersigned by and bear the IATA validation stamp of the employer.
  3. the outward portion of travel must be commenced not earlier than seven days (for travel within Europe, two days) before the date of the examination as stated in the said authorisation and travel is to be completed within eight days (for travel within Europe, two days) from the date of the examination; provided that no break of journey shall be allowed except at connecting points.
  4. no commission or other remuneration shall be paid for reduced fare transportation provided hereunder.
  5. upon receipt of written or telegraphic (or verbal, if confirmed in writing) authority from all other participating Members, the Member to which the authorisation is surrendered shall issue the ticket to the candidate for the entire journey.
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## RESOLUTION 886p

### REDUCED FARE TRANSPORTATION FOR PERSONS OFFICIALLY TRAVELLING TO TRAVEL AGENCY COMMISSIONER HEARINGS

PAC1(23)886p(except USA) Expiry: Indefinite  
PAC2(23)886p Type: B  
PAC3(23)886p

RESOLVED that

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:

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,

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.

2. the representatives shall be listed in a notice issued by the Agency Administrator in advance of the hearing and such notice shall serve as authority for the representative to request a Member to provide reduced fare air transportation pursuant to the provisions of this Resolution.

3. the names of such representatives to be included in the notice shall be duly given in writing in advance by the Agent or applicant to the Agency Administrator.

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 shall be based on the fare and such surcharge; however, the discount shall not be applied to any other surcharge or charge such as a sleeper surcharge or excess baggage charge.

5. the dates of outbound and return travel shall be at the discretion of the representative concerned; provided that the total duration of the journey shall not exceed that of the hearing, plus seven days; provided further 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 the persons described in Subparagraph 1.1 no charge shall be made against the Agent's annual allotment.

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**RESOLUTION 888****FREE OR REDUCED FARE  
TRANSPORTATION FOR IATA  
PASSENGER GENERAL AGENTS**

PAC1(02)888(except USA)    Expiry: Indefinite  
PAC2(02)888                    Type: B  
PAC3(02)888

RESOLVED that, free or reduced fare transportation to officials and employees of an IATA Passenger General Agency (including any IATA General Sales Agency) may be provided by a Member employing such General 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 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 Agent is also a Cargo General Agent this facility shall 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 shall be based on both the fare and such surcharge.
4. the reductions specified in Paragraphs 1 and 2 of this Resolution shall apply only to officials and employees of an IATA Passenger General 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 Agent shall 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 shall be paid on the free or reduced fare transportation provided for herein.
8. the reduction provided above shall 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 shall be applicable to officials and employees of the firm to which the Passenger General Sales Agent has been subcontracted.

10. this Resolution shall 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

### CARD SALES RULES

- △ PAC1(49)890(except USA)    Expiry: Indefinite  
PAC2(49)890                    Type: B  
PAC3(49)890

RECOGNISING that Members/Airlines wish to grant authority to Agents to transact Card sales against the merchant agreements of Members and Airlines and

RECOGNISING that Members/Airlines and Agents seek to establish a defined series of procedures in order to eliminate or substantially reduce their exposure to fraud,

IT IS RESOLVED that the following conditions shall apply, and the following procedures shall be adhered to, in the sale of passenger air transportation for which payment is made by a Card that is accepted by the Agent on behalf of a Member/Airline in the country concerned.

### Credit/Charge Card Sales Rules

The purpose of this Resolution is to provide the authority for Agents to make use of merchant agreements of IATA Member airlines ("Members"), and of non-IATA Airlines who participate in the BSP ("Airlines"), hereinafter collectively referred to, as applicable, as "Member(s)/Airline(s)" when accepting payment for passenger air transportation.

#### 1. CARD ACCEPTANCE

- △ 1.1 The Agent may accept Cards as payment for ticket sales on behalf of the Member/Airline whose ticket is being issued, subject to the Rules and Procedures outlined in this Resolution and in Chapters 9 and/or 14 of the Billing and Settlement Plan Manual for Agents (hereinafter collectively referred to as "Rules and Procedures").
- 1.2 The Agent shall ensure that the type of Card being processed during the sale is accepted for payment by the Member/Airline whose Traffic Document is being issued. If necessary, the Agent may wish to seek clarification by contacting the Member/Airline concerned directly.
- 1.3 In the event of an Agent accepting a Card which is not accepted by the Member/Airline whose Traffic Document is being issued, the Member/Airline shall charge the non-payment from the Card Company to the Agent by means of an Agency Debit Memo, or, in non-BSP countries, a subsequent adjustment will be made by the Member whose Traffic Document was issued.
- 1.4 No Card issued in the name of the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's officer, partner or employee, shall be used in connection with the sale of Members' or Airlines' traffic documents to any customer of the Agent.

#### 2. SALES MADE AGAINST CARDS

##### 2.1 Authority

The Agent is authorised to accept sales against Cards only:

2.1.1(a) when the Card and the Card Holder are simultaneously present at the time of the transactions (hereinafter referred to as "face-to-face transactions"), or

2.1.1(b) for signature-on-file transactions, and any other form of Card sales in which a Card and Card Holder are not simultaneously present, (hereinafter referred to as "Non Face to Face Transactions"), which shall be made under the sole responsibility and liability of the Agent.

2.1.2 For signature-on-file transactions, where the Card holder empowers the Agent to issue Traffic Documents against a Card, whereby the charge form bears the remark "signature on file" in the place of the signature, a clear written arrangement between Card Holder, 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.

2.1.3 Signature on file-type agreements enable Agents to sign the charge form on behalf of the Card Holder. Such agreements must contain the following information:

2.1.3(i) definition of agreement's duration,

2.1.3(ii) provision for termination (by both parties),

2.1.3(iii) requirement for changes to be made in writing,

2.1.3(iv) an imprint of the card on the signed sales draft (the imprinted draft should be signed by the same person who signs the agreement),

2.1.3(v) the expiration date of the card,

2.1.3(vi) names and sample signatures of all parties authorised to make purchases under the agreement,

2.1.4 Authorisations must be obtained for all sales regardless of the floor limit. In addition, Agents (in order to reduce their own risk) must also validate the Card Verification Value (the 3-digit code printed on the back of the card, 4 digits on the front of the card for American Express) for all non-face-to-face transactions conducted with first time or unknown customers. The Agent shall verify, upon receipt of the authorisation code, the result of the Card Verification Value check. In case of a MISMATCH notice, the Travel Agent must consider the transaction as 'rejected' and request another form of payment.

2.1.5 The authority for payment of sales made by Cards over the Internet are not covered by this resolution, and Agents should contact Members/Airlines to obtain their specific instructions.

**2.1.6** The Agent shall ensure their 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 regard to the security of the data.

**2.1.7** Charges against a Member's/Airline's merchant agreement are not authorised in respect of an Agent's own fees or charges.

**2.1.8** A Member/Airline, in its sole discretion, has the right to deny any given Agent the authority to use its merchant agreement, provided it gives the Agent concerned reasonable advanced written notice of such denial.

## **2.2 Liability**

### **2.2.1 Face-to-Face transactions**

The Agent shall not be held liable for payment to the airlines for a face-to-face transaction, provided that the procedures set out in Paragraph 2.4, and any other Rules and Procedures set out in the BSP Manual for Agents, have been adhered to by the Agent.

### **2.2.2 Non-Face-to-Face transactions**

The Agent may, at its sole discretion, and subject to the provisions of this Paragraph 2.2.2, and of Paragraphs 2.1.1(b), 2.1.2 and 2.1.3 above, choose to accept non face to face Card transactions including, but not limited to, signature-on-file and other Card-not-present transactions.

**2.2.2(a)** Although Card details may have previously been verified by the Agent, ticket sales of a non-face-to-face transactions shall be undertaken under the sole responsibility and liability of the Agent;

**2.2.2(b)** In the event of a disputed transaction and its subsequent rejection by the Card Company, the relevant Member/Airline shall chargeback the loss to the Agent which issued the Traffic Document by means of an Agency Debit Memo, or, in non-BSP countries, a subsequent adjustment shall be made by the Member whose ticket has been issued (as already provided in Paragraph 1.3 above).

**2.2.2(c)** Failure by the Agent to settle any chargeback resulting from a non-face-to-face transaction shall be dealt with in accordance with the reporting and remittance procedures concerning Accounting Irregularities and Default Action as described in Resolutions 818g or 832.

**2.2.2(d)** 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 shall not be deemed to) guarantee that the charge will go undisputed. In the case of a rejected transaction, a chargeback shall be made by the Member/Airline.

**2.2.2(e)** The Member/Airline must make all reasonable efforts to ensure that only valid chargebacks are transacted, and must provide all reasonable documentation in support of them. Any error by a Member/Airline or BSP processes may not be charged back under the terms of this sub-Paragraph 2.2.2(d).

## **2.3 Approved Credit Card Charge Form**

When issuing a Traffic Document against a Card, the Agent shall raise an approved Credit Card Charge Form ("CCCF"), or other signed authority, in the manner specified in the BSP Manual for Agents, or, in non-BSP countries, as specified by the individual Member.

## **2.4 Procedures**

Card sales shall be subject to the Rules and Procedures set forth in the BSP Manual for Agents as well as those within this Paragraph 2.4, provided, however, that in case of any conflict or inconsistency between the language of the BSP Manual for Agents and the language of this Paragraph, then the language of this Paragraph shall prevail.

### **2.4.1 All permitted transactions**

**2.4.1(a)** For face-to-face transactions the Agent shall capture the Card details (card number, cardholder name, expiry date and, where applicable, effective date) by use of a card imprinter, or electronic card reader (card swipe). Card details may, in addition, be entered into the GDS PNR by the Agent for the purpose of card authorisation, and for billing by the BSP.

**2.4.1(b)** The Agent shall obtain authorisation for each transaction from the Card Company, and subsequently record it in the assigned space on the CCCF.

**2.4.1(c)** The Agent shall verify the expiry date, and where appropriate the effective date, of the Card.

**2.4.1(d)** In face-to-face transactions the signature of the Card Holder on the validated CCCF shall be witnessed by the Agent, and matched against the signature on the reverse of the Card.

**2.4.1(e)** For non face-to-face transactions and especially with first time or unknown customers, the Agent shall obtain from the customer the Card Verification Value and present it in the card authorisation request. The Agent shall verify, upon receipt of the authorisation code, the result of the Card Verification Value check. In case of a MISMATCH notice, the Travel Agent must consider the transaction as 'rejected' and request another form of payment.

## **2.5 Reporting**

The Agent shall adhere to the local reporting procedures, as contained in the BSP Manual for Agents, or, for non-BSP transactions, as detailed by the Member/Airline whose ticket has been issued.

## 2.6 Records

**2.6.1** In order to demonstrate its adherence to the procedures contained in this Resolution in reference to a rejected transaction, the Agent shall retain all supporting documentation relating to the Card transaction for a minimum period of thirteen (13) months.

**2.6.2** As the principal to the merchant agreement, the Member/Airline is the rightful owner of all such supporting documentation.

**2.6.3** In the event of material changes to the status of an 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.

**2.6.4** 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 shall promptly comply with any such request within 7 days.

## 3. RESPONSIBILITY FOR SETTLEMENT OF CARD TRANSACTIONS

**3.1** The Agent is not responsible for the remittance from the Card Company to Members/Airlines of amounts payable under sales made by Cards approved for such sales by the Member/Airline whose Traffic Document is issued, provided the Agent adheres to all applicable Rules and Procedures for handling Card sales, including, but not limited to, the correct and punctual reporting actions specified within the relevant BSP Manual for Agents;

**3.2** Notwithstanding Paragraph 3.1 above, an Agent still has a duty to provide reasonable assistance to a Member/Airline that may have difficulty in receiving the settlement due to it.

**3.3** When a sale is made by an Agent operating in a BSP, the Agent shall submit the Universal Credit Card Charge Form described in Paragraph 2.3 of this Resolution, in accordance with the local Rules and Procedures set forth in the BSP Manual for Agents (Chapter 14), so as to ensure receipt within the deadline established for that purpose. If, as a result of any failure on the Agent's part to adhere to all applicable Rules and Procedures, the relevant Member/Airline is unable to collect the transaction amount due, the Member/Airline shall charge the loss to the Agent that issued the Traffic Document by means of an Agency Debit Memo.

**3.4** For non-BSP transactions, the Agent shall follow the instructions of the Member. Such instructions will be in accordance with the reporting and remitting rules contained in Resolutions 818g and 832.

## 4. REFUNDING

**4.1** When effecting refunds against sales made by credit card the Agent shall in addition to the obligations described under its Passenger Sales Agency Agreement observe the following rules and such other rules as are detailed in the BSP Manual for Agents

**4.2** Refund amounts of totally unused and partly used tickets shall only be refunded to the credit card number which was originally used for payment.

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**RESOLUTION 892****DISCLOSURE OF POSITIONS TAKEN  
AT AN IATA MEETING**

PAC1(37)892                      Expiry: Indefinite  
PAC2(37)892                      Type: B  
PAC3(37)892

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 898****TRAVEL INDUSTRY DESIGNATORS**

PAC1(32)898                      Expiry: Indefinite  
PAC2(32)898                      Type: B  
PAC3(32)898

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.

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## EFFECTIVENESS STATUS OF RESOLUTIONS

### EXPIRY DATE

A date between brackets indicates a new expiry not yet declared effective.

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### Section 1—Key to Entries

#### RESOLUTION

Resolution numbers appearing in this edition of the Passenger Agency Conference Resolutions Manual. Most Resolutions were assigned new numbers at the 1st PAConf (San Jose, April 1980) pursuant to Resolution 001cc which became effective 1st October 1980. Where applicable, the previous Resolution number appears between brackets below the current number.

#### TITLE

Title of Resolution

#### CONFERENCE

Indicates what meeting of the relevant Conference (or Committee) adopted or amended the Resolution. A list of the location and dates of such meetings is on the last page of this document.

- action taken by Mail Vote is indicated by the notation “(Mail)” followed by the Mail Vote number.
- “001cc” indicates a change in the Resolution numbering system.
- “002” indicates Conference revalidation action only.
- “008a” indicates Extension of Expiry Date by the Conference Secretary pursuant to Resolution 008a.
- Amending action affecting the contents of the Resolution concerned is indicated by repetition of the Resolution number after the meeting designator. Where several Conference actions become effective simultaneously all pertinent Resolution numbers are shown.

Example:

PAC1(02)001cc/800/(Mail A004) indicates simultaneous effectiveness of:

- (a) Resolution renumbering (001cc)
- (b) Amendment to Resolution 800 (Adopted at 1st PAConf)
- (c) Amendment to Resolution 800 adopted by Mail Vote (Mail A004)

#### INTENDED EFFECTIVE DATE

A date appears under this heading only when an adopted Resolution or amendment was not declared effective at the time of publication.

#### DECLARED EFFECTIVE DATE

Date when Resolution was declared effective for general application. An asterisk indicates departure from general effective date for specific countries (see Section entitled “Departures from General Effectiveness” for details).

## Section 2—Effectiveness of Resolutions

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
001	Permanent Effectiveness Resolution	PAC(42) PAC(48)		01 Jan 07 10 Feb 12	Indefinite Indefinite
001aa	Passenger Agency Conference Procedures—Tie In	PAC1(01)001aa PAC1(04) PAC2(01)001aa PAC2(04) PAC3(01)001aa PAC3(04)		01 May 80* 01 Oct 81 01 May 80 01 Oct 81 01 May 80 01 May 81	Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite
002	Standard Revalidation Resolution (EU and EEA countries and Switzerland only)	PAC2(33)		23 Dec 99	Indefinite
002a	Suspension of Resolutions (USA)	PAC1(09)		29 Dec 84	Indefinite
002b	Special Readoption Resolution	PAC3(Mail A080)800y		17 Apr 90*	31 Dec 91
002b	Special Readoption Resolution	PAC3(Mail A081)886y		17 Apr 90*	31 Dec 91
003	Special Tie-in and Rescission Resolution (Australia)	PAC3(14)Expedited PAC3(18)002		01 Apr 87* 20 Oct 89*	30 Sep 89 Indefinite
003	Special Tie-in and Rescission Resolution (Canada)	PAC1(05)		01 Jan 83	Indefinite
003	Special Tie-in and Rescission Resolution (Europe)	PAC2(12)		22 Jan 87*	Indefinite
003	Special Tie-in and Rescission Resolution (Venezuela)	PAC2(16)		01 Oct 88	Indefinite
003	Special Tie-in and Rescission Resolution (Venezuela)	PAC1(18)		20 Oct 89*	Indefinite
003	Special Rescission Resolution (EC Countries)	PAC2(19)		17 Jan 90*	30 Jun 91
003	Standard Rescission Resolution	PAC1(20) PAC2(20) PAC3(20)		01 Oct 90	Indefinite
003	Standard Rescission (I) Resolution (Europe)	PAC2(21)		02 Aug 91*	Indefinite
003	Standard Rescission (II) Resolution (EEC Countries except Ireland and UK)	PAC2(21)		02 Aug 91*	Indefinite
003	Standard Rescission Resolution	PAC2(22) PAC3(22)		11 May 92 11 May 92	11 May 92 11 May 92
003	Special Tie-In and Rescission Resolution	PAC1(24)Expedited PAC2(24) PAC3(24)		13 Sep 93	Indefinite
003	Standard Rescission Resolution (Canada)	PAC1(24)		02 Nov 93	01 Oct 93
003	Standard Rescission (I) Resolution	PAC1(32) PAC2(32) PAC3(32)		01 Jan 99	Indefinite
003	Standard Rescission (II) Resolution	PAC1(32) PAC2(32) PAC3(32)		01 Jan 99	Indefinite
003	Standard Rescission (I) Resolution	PAC1(33) PAC2(33) PAC3(33)		23 Dec 99*	Indefinite
003	Standard Rescission (I) Resolution	PAC1(34) PAC2(34) PAC3(34)		10 April 00*	Indefinite
003	Standard Rescission (I) Resolution	PAC1(40) PAC2(40) PAC3(40)		01 Jan 05	Indefinite



Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC2(10)		01 May 87*	Indefinite
		PAC2(11)		06 Oct 87*	Indefinite
		PAC2(14)Expedited		01 Aug 88*	Indefinite
		PAC2(14)		01 Oct 88*	Indefinite
		PAC2(16)Expedited		31 Jan 89*	Indefinite
		PAC2(16)			
		PAC2(17)			
	except EEC	PAC2(17)003		01 Jan 93*	Indefinite
	"	PAC2(18)		20 Oct 89	Indefinite
	"	PAC2(19)003		17 Jan 90*	01 Jan 91
	"	PAC2(20)		01 Oct 90	Indefinite
		312(PAC)810a		01 Jan 80	Indefinite
		313(PAC)		12 Feb 80	Indefinite
		PAC3(01)		01 May 80	Indefinite
		PAC3(02)001cc/ 800/Mail A004		01 Oct 80*	Indefinite
		PAC3(04)		01 Oct 81	Indefinite
		PAC3(05)Expedited		01 Aug 82*	Indefinite
		PAC3(05)		01 Jan 83	Indefinite
	except Australia	PAC3(05)003 - Australia		01 Jan 83	Indefinite
		PAC3(06)		05 Oct 83*	Indefinite
		PAC3(Mail A032)		05 Mar 84*	Indefinite
		PAC3(08)		08 Oct 84*	Indefinite
		PAC3(10)		01 Oct 85*	Indefinite
		PAC3(11)		01 Oct 86*	Indefinite
		PAC3(14)Expedited		01 May 87*	Indefinite
		PAC3(14)		06 Oct 87*	Indefinite
		PAC3(16)		01 Oct 88	Indefinite
		PAC3(17)		31 Jan 89*	Indefinite
		PAC3(18)		20 Oct 89*	Indefinite
		PAC3(20)		01 Oct 90	Indefinite
800	Passenger Sales Agency Administration Rules (Area 1) (except Canada French Overseas Depts. Greenland, USA & Venezuela)	PAC1(21)		02 Aug 91*	Indefinite
		PAC1(22)Expedited		24 Feb 92	Indefinite
800	Passenger Sales Agency Administration Rules (Areas 2 & 3) (except Australia & New Zealand)	PAC2(21)		02 Aug 91*	Indefinite
		PAC2(22)Expedited		24 Feb 92	Indefinite
		PAC2(22)		11 May 92	Indefinite
		PAC3(21)		02 Aug 91*	Indefinite
		PAC3(22)Expedited		24 Feb 92	Indefinite
		PAC3(22)		11 May 92	Indefinite
800	Passenger Sales Agency Rules (Area 1) (except Canada French Overseas Depts. Greenland, USA & Venezuela) (except Bermuda, Brazil, Canada, French Overseas Depts. Greenland, USA & Venezuela)	PAC1(23)		30 Oct 92*	Indefinite
		PAC1(24)Expedited		13 Sep 93*	Indefinite
		PAC1(24)		02 Nov 93*	Indefinite
		PAC1(25)Expedited		02 Sep 94	Indefinite
		PAC1(25)		07 Nov 94	Indefinite
		PAC1(26)		30 Jun 95*	Indefinite
		PAC1(27)		17 Jun 96*	Indefinite
		PAC1(28)		31 Oct 96*	Indefinite
		PAC1(29)		23 Mar 98*	Indefinite
		PAC1(32)003(II)		21 Apr 99*	21 Apr 99
800	Passenger Sales Agency Rules (Areas 2 & 3) (except Japan & South West Pacific)	PAC2(23)		30 Oct 92*	Indefinite
		PAC2(24)Expedited		13 Sep 93*	Indefinite
		PAC2(24)		02 Nov 93*	Indefinite
		PAC2(25)		01 Nov 94	Indefinite
		PAC2(26)		30 Jun 95*	Indefinite
		PAC2(27)		17 Jun 96*	Indefinite
		PAC2(28)		31 Oct 96*	Indefinite
		PAC2(29)		23 Mar 98*	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC2(32)		21 Apr 99*	Indefinite
		PAC2(33)		23 Dec 99*	Indefinite
		PAC2(34)		10 Apr 00*	Indefinite
		PAC2(35)		01 Oct 00*	Indefinite
		PAC2(36)		02 Oct 01*	Indefinite
		PAC2(37)		01 Jan 02*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
		PAC3(24)Expedited		13 Sep 93*	Indefinite
		PAC3(24)		02 Nov 93*	Indefinite
		PAC3(25)		01 Nov 94	Indefinite
	(except China, Japan & South West Pacific)	PAC3(26)		30 Jun 95*	Indefinite
		PAC3(27)		17 Jun 96*	Indefinite
		PAC3(28)		31 Oct 96*	Indefinite
		PAC3(29)		23 Mar 98*	Indefinite
	(except China, Japan, Orient & South West Pacific)	PAC3(32)		21 Apr 99*	Indefinite
		PAC3(33)		23 Dec 99*	Indefinite
		PAC3(34)		10 Apr 00*	Indefinite
	(except China, India, Japan, Orient & South West Pacific)	PAC3(35)		01 Oct 00*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC2(41)		01 Jan 06	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC2(44)		23 May 08	Indefinite
		PAC3(44)		23 May 08	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
		PAC2(48)		10 Feb 12	Indefinite
		PAC3(48)		10 Feb 12	Indefinite
800a	Application Form for Approval as an	112(PAC)810q		01 Jan 80	Indefinite
(previously	IATA Passenger Sales Agent (except	PAC1(02)001cc/800a		01 Oct 80	Indefinite
810q except	Canada & USA)	PAC1(04)		01 Jan 82	Indefinite
Canada &		PAC1(05)Expedited		01 Aug 82	Indefinite
USA)		PAC1(06)		05 Oct 83	Indefinite
		PAC1(22)		11 May 92	Indefinite
		212(PAC)810q		01 Jan 80	Indefinite
		PAC2(02)001cc/800a		01 Oct 80	Indefinite
		PAC2(04)		01 Jan 82	Indefinite
		PAC2(05)Expedited		01 Aug 82*	Indefinite
		PAC2(06)		05 Oct 83*	Indefinite
		PAC2(22)		11 May 92	Indefinite
		312(PAC)810q		01 Jan 80	Indefinite
		PAC3(02)001cc/800a		01 Oct 80	Indefinite
		PAC3(04)		01 Jan 82	Indefinite
800a		PAC3(05)Expedited		01 Aug 82*	Indefinite
		PAC3(06)		05 Oct 83*	Indefinite
	except Australia	PAC3(16)		01 Oct 88*	Indefinite
		PAC3(22)		11 May 92	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
800a	Application Form for Accreditation as an IATA Passenger Sales Agent  (except South West Pacific)	PAC1(32)		21 Apr 99*	Indefinite
		PAC1(37)		01 Jan 02*	Indefinite
		PAC2(32)		21 Apr 99*	Indefinite
		PAC2(37)		01 Jan 02*	Indefinite
		PAC3(32)		21 Apr 99*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
800a	Application Form for Accreditation as an IATA Passenger Sales Agent (except USA)	PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC1(45)		03 Feb 09	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
800aa	Application Form for Approval of a Satellite Ticket Printer Location (STP Location) (except Canada & USA)  except Australia  except South West Pacific	PAC1(18)		20 Oct 89*	Indefinite
		PAC1(19)		17 Jan 90*	Indefinite
		PAC1(32)		21 Apr 99*	Indefinite
		PAC1(34)		10 Apr 00*	Indefinite
		PAC1(40) 003(I)		01 Jan 05	01 Jan 05
		PAC2(18)		20 Oct 89*	Indefinite
		PAC2(19)		17 Jan 90*	Indefinite
		PAC2(32)		21 Apr 99*	Indefinite
		PAC2(34)		10 Apr 00*	Indefinite
		PAC2(40)003(I)		01 Jan 05	01 Jan 05
		PAC3(18)		20 Oct 89*	Indefinite
		PAC3(19)		17 Jan 90*	Indefinite
		PAC3(32)		21 Apr 99*	Indefinite
		PAC3(34)		10 Apr 00*	Indefinite
PAC3(40)003(I)		01 Jan 05	01 Jan 05		
800b	Passenger Sales Agency Agreement (except Canada & USA)	PAC1(05)		01 Jan 83	Indefinite
		PAC1(14)		06 Oct 87*	Indefinite
		PAC1(29)003(I)		23 Mar 98*	23 Mar 98
		PAC2(05)		01 Jan 83	Indefinite
		PAC2(14)		06 Oct 87*	Indefinite
		PAC2(29)003(I)		23 Mar 98*	23 Mar 98
		PAC3(05)		01 Jan 83	Indefinite
		PAC3(14)		06 Oct 87*	Indefinite
		PAC3(29)003(I)		23 Mar 98*	23 Mar 98
800b	Satellite Ticket Printer and Ticket Delivery Locations (except USA) (except Russian Federation) (except China)	PAC1(40)		01 Jan 05	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC1(41)		01 Jan 06	Indefinite
		PAC2(41)		01 Jan 06	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC1(42)		01 Jan 07	31 Dec 07
		PAC2(42)Expedited (Mail A131)		01 Sep 06	31 Dec 07
		PAC2(42)		01 Jan 07	31 Dec 07
		PAC3(42)		01 Jan 07	31 Dec 07
		PAC1(43)		01 Jan 08	01 Jun 08
		PAC2(43)		01 Jan 08	01 Jun 08
		PAC3(43)		01 Jan 08	01 Jun 08

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
800c	IATA/UFTAA Consultative Council (except USA)	PAC1(02)		05 Sep 80	Indefinite	
		PAC1(12)		22 Jan 87*	Indefinite	
		PAC1(25)		07 Nov 94*	Indefinite	
		PAC1(29)		23 Mar 98*	Indefinite	
		PAC1(33)		23 Dec 99*	Indefinite	
		PAC1(35)		18 Sep 00	18 Sep 00	
		PAC2(02)		05 Sep 80	Indefinite	
		PAC2(12)		22 Jan 87*	Indefinite	
		PAC2(25)		07 Nov 94	Indefinite	
		PAC2(29)		23 Mar 98*	Indefinite	
		PAC2(33)		23 Dec 99*	Indefinite	
		PAC2(35)		18 Sep 00	18 Sep 00	
		PAC3(02)		05 Sep 80	Indefinite	
		PAC3(12)		22 Jan 87*	Indefinite	
		PAC3(25)		07 Nov 94	Indefinite	
800c	Satellite Ticket Printer and Ticket Delivery Location References (except USA) (except Russian Federation)	PAC1(43)		01 Jun 08	Indefinite	
		PAC2(43)		01 Jun 08	Indefinite	
		PAC3(43)		01 Jun 08	Indefinite	
		PAC1(45)		03 Feb 09	01 Jun 09	
		PAC2(45)		03 Feb 09	01 Jun 09	
800d	Travel Agency Commissioner (except Canada, French Overseas Depts, Greenland USA & Venezuela)	PAC1(21)		02 Aug 91*	Indefinite	
		PAC1(27)003(l)		17 Jun 96	17 Jun 96	
		PAC2(21)		02 Aug 91*	Indefinite	
		PAC2(27)003(l)		17 Jun 96	17 Jun 96	
		PAC3(21)		02 Aug 91*	Indefinite	
	(except Australia & New Zealand)	PAC3(27)003(l)		17 Jun 96	17 Jun 96	
		PAC1(40)		01 Jan 05	Indefinite	
		PAC2(40)		01 Jan 05	Indefinite	
		PAC3(40)		01 Jan 05	Indefinite	
		PAC1(43)			01 Jan 08	
Ticket Printer Options and Remote Ticket Delivery Locations (except USA) (except Russian Federation) (except China)	PAC2(43)			01 Jan 08		
	PAC3(43)			01 Jan 08		
	800e	Conduct of Review by Travel Agency Commissioner (except Canada, French Overseas Depts, Greenland, USA & Venezuela)	PAC1(21)		02 Aug 91*	Indefinite
			PAC1(22)		11 May 92	Indefinite
PAC1(23)				30 Oct 92*	Indefinite	
800e	(except Bermuda, Canada, French Overseas Depts, Greenland, USA & Venezuela)	PAC1(24)		02 Nov 93*	Indefinite	
		PAC1(27)		17 Jun 96*	Indefinite	
		PAC1(32)		21 Apr 99*	Indefinite	
		PAC1(35)		01 Oct 00*	Indefinite	
		PAC1(36)		02 Oct 01*	Indefinite	
		PAC2(21)		02 Aug 91*	Indefinite	
		PAC2(22)		11 May 92	Indefinite	
		PAC2(23)		30 Oct 92*	Indefinite	
		PAC2(24)		02 Nov 93*	Indefinite	
		PAC2(27)		17 Jun 96*	Indefinite	
		PAC2(32)		21 Apr 99*	Indefinite	
		PAC2(35)		01 Oct 00*	Indefinite	
		PAC2(36)		02 Oct 01*	Indefinite	
		PAC2(38)		01 Nov 03	31 Dec 03	
		(except Australia & New Zealand)	PAC3(21)		02 Aug 91*	Indefinite
PAC3(22)			11 May 92	Indefinite		
PAC3(23)			30 Oct 92*	Indefinite		
PAC3(24)			02 Nov 93*	Indefinite		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
	(except China, Japan and South West Pacific)	PAC3(27)		17 Jun 96*	Indefinite
	(except China, Japan, Orient and South West Pacific)	PAC3(32)		21 Apr 99*	Indefinite
		PAC3(35)		01 Oct 00*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(38)		01 Nov 03	31 Dec 03
800e	Cash Basis Provisions (except USA)	PAC1(43)		01 Jan 08	31 Dec 10
		PAC2(43)		01 Jan 08	31 Dec 10
		PAC3(43)		01 Jan 08	31 Dec 10
800f	Framework for the Development of Agents' Financial Evaluation Criteria (except USA)	PAC1(38)		01 Nov 03*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
	Agents' Financial Evaluation Criteria	PAC1(42)		01 Jan 07	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC1(Mail A134)		01 Mar 07	Indefinite
		PAC2(Mail A134)		01 Mar 07	Indefinite
		PAC3(Mail A134)		01 Mar 07	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
800g	IATA/SATA Consultative Council (except USA)	PAC1(27)		17 Jun 96*	Indefinite
		PAC2(27)		17 Jun 96*	Indefinite
		PAC3(27)		17 Jun 96*	Indefinite
		PAC1(45)		03 Feb 09	01 Jun 09
		PAC2(45)		03 Feb 09	01 Jun 09
		PAC3(45)		03 Feb 09	01 Jun 09
800o	On-line Travel Agent (except USA)	PAC1(45)		03 Feb 09	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
800p	Philippines Agency Programme Joint Council (Philippines only)	PAC3(10)Expedited		25 Jun 85*	Indefinite
		PAC3(20)003		01 Oct 90	01 Oct 90
800r	Special Event Locations (except USA)	PAC1(25)		07 Nov 94	Indefinite
		PAC1(33)		23 Dec 99	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC2(25)		07 Nov 94	Indefinite
		PAC2(33)		23 Dec 99	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC3(25)		07 Nov 94	Indefinite
		PAC3(33)		23 Dec 99	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC1(41)		01 Jan 06	Indefinite
		PAC2(41)		01 Jan 06	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC1(43)			01 Jan 08
		PAC2(43)			01 Jan 08
		PAC2(43)			01 Jan 08
800s	Multi-Access Satellite Ticket	PAC2(22)		11 May 92	31 Mar 95
	Customer Locations Switzerland	PAC2(25)		07 Nov 94	31 Mar 97
		PAC2(28)		31 Oct 96	30 Jun 98
		PAC2(29)002(I)		01 Nov 97	30 Jun 99

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
800t	Ticket Delivery	PAC2(23)		11 Aug 92	31 Dec 93	
	Office Location (Netherlands only)	PAC2(24)002		02 Nov 93	31 Dec 94	
	(Belgium, Luxembourg and Netherlands Only)	PAC2(25)		07 Nov 94	31 Mar 96	
	(Belgium, Hungary, Luxembourg and Netherlands Only)	PAC2(27)Expedited		01 Feb 96*	Indefinite	
	(Belgium, Germany, Hungary, Luxembourg and Netherlands only)	PAC2(28)		31 Oct 96*	Indefinite	
	(Belgium, Germany, Hungary, Italy Luxembourg and Netherlands only)	PAC2(33)		23 Dec 99	Indefinite	
	(Belgium, France, Germany, Hungary, Italy, Luxembourg and Netherlands only)	PAC2(34)		10 Apr 00*	Indefinite	
	(Belgium/Luxembourg, France, Germany, Hungary, Italy and Netherlands only)	PAC2(37)		01 Jan 02*	Indefinite	
	(Belgium/Luxembourg, France, Germany, Hungary, Italy, Luxembourg and Ukraine only)	PAC2(38)		01 Nov 03*	Indefinite	
	(Belgium/Luxembourg, France, Germany, Hungary, Italy, Luxembourg and Ukraine only)	PAC2(40)		01 Jan 05	Indefinite	
	(Belgium/Luxembourg, France, Germany, Hungary, Italy, Luxembourg and Ukraine only)	PAC2(42)Expedited (Mail A131)		01 Sep 06	31 Dec 07	
	800v	Use of Videotex Systems by Approved Agents (except Canada & USA)	PAC2(43)		01 Jan 08	01 Jun 08
			PAC1(10)		01 Oct 85*	Indefinite
			PAC2(10)		01 Oct 85*	Indefinite
PAC3(10)				01 Oct 85*	Indefinite	
PAC1(41)003					01 Jan 06	
800x	Procedures for Processing Applications for Passenger Sales Agency Approval in Certain Designated Countries	PAC2(41)003			01 Jan 06	
		PAC2(10)			01 Jan 06	
		PAC3(41)003			01 Jan 06	
		PAC2(02)		01 Oct 80	31 Dec 83	
		PAC2(04)		01 Oct 81	Indefinite	
		PAC2(05)Expedited		07 Jul 82	31 Dec 85	
		PAC2(06)		05 Oct 83*	Indefinite	
		PAC2(Mail A026)		01 Nov 83*	Indefinite	
		PAC2(08)		08 Oct 84*	Indefinite	
		PAC2(10)		01 Oct 85*	Indefinite	
		PAC2(11)		01 Oct 86*	Indefinite	
		PAC2(12)		22 Jan 87*	Indefinite	
		PAC2(14)		06 Oct 87*	Indefinite	
		PAC2(16)		01 Oct 88*	Indefinite	
		except EEC	PAC2(17)003		01 Jan 93	Indefinite
		"	PAC2(18)Expedited		05 Jul 89*	Indefinite
		"	PAC2(19)003		17 Jan 90*	01 Jan 91
		"	PAC2(20)		01 Oct 90	Indefinite
		"	PAC2(21)Expedited		07 Feb 91	Indefinite
		"	PAC2(21)		02 Aug 91*	Indefinite
		"	PAC2(23)003		30 Oct 92*	01 Oct 92
			PAC3(02)		01 Oct 80*	31 Dec 83
			PAC3(04)		01 Oct 81	Indefinite
			PAC3(05)Expedited		07 Jul 82	31 Dec 85
			PAC3(06)		05 Oct 83*	Indefinite
			PAC3(Mail A026)		01 Nov 83*	Indefinite
			PAC3(08)		08 Oct 84*	Indefinite
	PAC3(10)		01 Oct 85*	Indefinite		
	PAC3(11)		01 Oct 86*	Indefinite		
	PAC3(12)		22 Jan 87*	Indefinite		
	PAC3(14)		06 Oct 87*	Indefinite		
	PAC3(16)		01 Oct 88*	Indefinite		
	PAC3(18)Expedited		05 Jul 89*	Indefinite		
	PAC3(20)		01 Oct 90	Indefinite		
	PAC3(21)Expedited		07 Feb 91	Indefinite		
	PAC3(21)		02 Aug 91*	Indefinite		
	PAC3(23)003		30 Oct 92*	01 Oct 92		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
800y	Singapore Licensed Agents Enabling Resolution	PAC3(05)		01 Jan 83	31 Dec 84	
		PAC3(08)		08 Oct 84*	31 Dec 86	
		PAC3(10)		01 Oct 85*	31 Dec 87	
		PAC3(12)002		22 Jan 87*	31 Dec 88	
		PAC3(16)002(I)		01 Jan 89	31 Dec 89	
		PAC3(22)002Exp.		24 Feb 92*	31 Dec 92	
		PAC3(23)002		01 Jan 93	31 Dec 93	
800z	Electronic Ticketing (except USA)	PAC1(27)Expedited		01 Feb 96	31 Oct 96	
		PAC1(28)		31 Oct 96*	31 Dec 97	
		PAC1(29)002(II)		01 Nov 97	31 Dec 98	
		PAC1(32)002(I)Expedited		01 Jan 99	Indefinite	
		PAC1(32)		21 Apr 99*	Indefinite	
		PAC1(38)		01 Nov 03*	Indefinite	
		PAC2(27)Expedited		01 Feb 96	31 Oct 96	
		PAC2(28)		31 Oct 96*	31 Dec 97	
		PAC2(38)		01 Nov 03*	Indefinite	
		PAC3(29)002(II)		23 Mar 98	31 Dec 98	
		PAC3(32)002(I)Expedited		01 Jan 99	Indefinite	
		PAC3(32)		21 Apr 99*	Indefinite	
		PAC3(38)		01 Nov 03*	Indefinite	
		(except USA)	PAC1(40)		01 Jan 05	Indefinite
			PAC2(40)			
			PAC3(40)			
			PAC1(46)		15 Feb 10	Indefinite
	PAC2(46)		15 Feb 10	Indefinite		
	PAC3(46)		15 Feb 10	Indefinite		
802	IATA Agency Distribution (EEC except Ireland & U.K.)	PAC2(16)		01 Oct 88	Indefinite	
		PAC2(17)		31 Jan 89	Indefinite	
		PAC2(18)		20 Oct 89*	02 Aug 91	
		PAC2(21)		02 Aug 91		
802	Passenger Sales Agency Rules (except Bermuda, Canada, French Overseas Departments, Greenland, Venezuela and USA)	PAC1(26)		01 May 95	Indefinite	
		PAC1(27)		17 Jun 96*	Indefinite	
		PAC1(28)		31 Oct 96*	Indefinite	
		PAC1(29)		23 Mar 98*	Indefinite	
		PAC1(33)		23 Dec 99*	Indefinite	
		PAC1(34)		10 Apr 00*	Indefinite	
		PAC1(35)		01 Oct 00*	Indefinite	
		PAC1(36)		02 Oct 01*	Indefinite	
		PAC1(37)		01 Jan 02*	Indefinite	
		PAC1(38)		01 Nov 03*	Indefinite	
		(Brazil)	PAC1(40)		01 Jan 05	Indefinite
	PAC1(41)003			01 Jan 06		
802e	Conduct of Review by Travel Agency Commissioner (except Bermuda, Canada, French Overseas Departments Greenland, Venezuela and USA)	PAC1(26)		01 May 95	Indefinite	
		PAC1(27)		17 Jun 96*	Indefinite	
		PAC1(36)		02 Oct 01*	Indefinite	
		PAC1(37)		01 Jan 02*	Indefinite	
		PAC1(38)		01 Nov 03	31 Dec 03	
804	Passenger Sales Agency Administration Rules (Canada)	PAC1(05)		01 Jan 83	Indefinite	
		PAC1(06)		05 Oct 83	Indefinite	
		PAC1(08)		08 Oct 84*	Indefinite	
		PAC1(10)		01 Oct 85*	Indefinite	
		PAC1(11)Expedited		01 Aug 86*	Indefinite	
		PAC1(11)		01 Oct 86*	Indefinite	
		PAC1(14)Expedited		08 Apr 87*	Indefinite	
		PAC14		06 Oct 87*	Indefinite	
	PAC1(Mail A046)		21 Dec 87*	Indefinite		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date		
804	Passenger Sales Agency Rules (Canada)	PAC1(16)		01 Oct 88*	Indefinite		
		PAC1(Mail A056)		07 Feb 89*	Indefinite		
		PAC1(18)		14 Dec 89*	Indefinite		
		PAC1(20)		01 Oct 90	Indefinite		
		PAC1(22)Expedited		24 Feb 92	Indefinite		
		PAC1(22)		11 May 92	Indefinite		
		PAC1(23)		30 Oct 92*	Indefinite		
		PAC1(24)		02 Nov 93*	Indefinite		
		PAC1(25)	Passenger Sales Agency Rules (Canada and Bermuda)		07 Nov 94	Indefinite	
		PAC1(27)		17 Jun 96*	Indefinite		
804	(Canada and Bermuda)	PAC1(28)		31 Oct 96*	Indefinite		
		PAC1(29)		23 Mar 98	Indefinite		
		PAC1(33)		23 Dec 99*	Indefinite		
		PAC1(34)		10 Apr 00*	Indefinite		
		PAC1(35)		01 Oct 00*	Indefinite		
		PAC1(36)		02 Oct 01*	Indefinite		
		PAC1(37)		01 Jan 02*	Indefinite		
		PAC1(38)		01 Nov 03*	Indefinite		
		PAC1(40)		01 Jan 05	Indefinite		
		PAC1(41)		01 Jan 06	Indefinite		
804a	Application Form for Approval as an IATA Passenger Sales Agent in Canada	PAC1(42)		01 Jan 07	Indefinite		
		PAC1(43)		01 Jan 08	Indefinite		
		PAC1(45)		03 Feb 09	Indefinite		
		PAC1(46)Expedited		15 Feb 10	Indefinite		
		PAC1(46)		15 Feb 10	Indefinite		
		PAC1(47)		15 Feb 11	31 May 11		
		PAC1(16)		01 Oct 88*	Indefinite		
		804a	Application Form for Approval as an IATA Passenger Sales Agent in Canada and Bermuda	PAC1(25)		07 Nov 94	Indefinite
				PAC1(28)		31 Oct 96*	Indefinite
				PAC1(37)		01 Jan 02*	Indefinite
PAC1(45)				03 Feb 09	01 Jun 09		
804aa	Application Form for Approval of a Satellite Ticket Printer Location (Canada)	PAC1(11)Expedited		01 Aug 86*	Indefinite		
		PAC1(18)		14 Dec 89*	Indefinite		
804aa	Application Form for Approval of a Satellite Ticket Printer Location (Canada and Bermuda)	PAC1(25)		07 Nov 94	Indefinite		
		PAC1(28)		31 Oct 96*	Indefinite		
		PAC1(40)003(l)		01 Jan 05	01 Jan 05		
804b	Passenger Sales Agency Agreement—Canada	PAC1(05)		01 Jan 83	Indefinite		
		PAC1(29)003(l)		23 Mar 98*	31 Dec 97		
804c	Canada Agency Programme Joint Council	PAC1(05)Expedited		01 Aug 82	Indefinite		
		PAC1(06)		05 Oct 83	Indefinite		
		PAC1(08)		08 Oct 84*	Indefinite		
		PAC1(16)		01 Oct 88*	Indefinite		
		PAC1(24)		02 Nov 93*	Indefinite		
804c	Canada/Bermuda Agency Programme Joint Council	PAC1(25)		07 Nov 94	Indefinite		
		PAC1(27)		17 Jun 96*	Indefinite		
		PAC1(42)		01 Jan 07	Indefinite		
		PAC1(45)		03 Feb 09	Indefinite		
		PAC1(46)		15 Feb 10	Indefinite		
804d	Travel Agency Commissioner Canada	PAC1(47)		15 Feb 11	31 May 11		
		PAC1(05)		01 Jan 83	Indefinite		
		PAC1(24)003		02 Nov 93*	01 Oct 93		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
804e	Conduct of Review by Travel Agency Commissioner (Canada)	PAC1(05)		01 Jan 83	Indefinite
		PAC1(08)		08 Oct 84*	Indefinite
		PAC1(10)		01 Oct 85*	Indefinite
		PAC1(11)Expedited		01 Aug 86*	Indefinite
		PAC1(16)		01 Oct 88*	Indefinite
		PAC1(18)		14 Dec 89*	Indefinite
		PAC1(20)		01 Oct 90	Indefinite
		PAC1(21)		02 Aug 91	Indefinite
		PAC1(22)		11 May 92	Indefinite
		PAC1(23)		30 Oct 92*	Indefinite
804e	Conduct of Review by Travel Agency Commissioner (Canada and Bermuda)	PAC1(24)		02 Nov 93*	Indefinite
		PAC1(25)		07 Nov 94	Indefinite
		PAC1(28)		31 Oct 96*	Indefinite
804f	Extension of Application to Bermuda	PAC1(38)		01 Nov 03	31 Dec 03
		PAC1(25)		07 Nov 94	Indefinite
		PAC1(45)		03 Feb 09	Indefinite
806	Passenger Sales Agency Rules (Australia)	PAC1(46)		15 Feb 10	Indefinite
		PAC3(14)Expedited		01 Aug 87*	30 Sep 89
		PAC3(Mail A045)		25 Nov 87*	Indefinite
		PAC3(16)		01 Oct 88	30 Sep 89
		PAC3(17)		01 Jan 89	Indefinite
		PAC3(Mail A057)		07 Feb 89*	30 Sep 89
		PAC3(18)		20 Oct 89*	Indefinite
		PAC3(20)		01 Oct 90	Indefinite
		PAC3(21)		02 Aug 91*	Indefinite
		PAC3(22)Expedited		24 Feb 92*	Indefinite
806a	Application Form for Approval as an IATA Passenger Sales Agent—Australia	PAC3(23)003		30 Oct 92*	01 Oct 92
		PAC3(16)		01 Oct 88*	Indefinite
806aa	Application Form for Approval of a Satellite Ticket Printer Location—Australia	PAC3(23)003		30 Oct 92*	01 Oct 92
		PAC1(18)		20 Oct 89*	Indefinite
806d	Travel Agency Commissioner Australia	PAC3(05)		01 Jan 83	Indefinite
		PAC3(14)		30 Sep 89	30 Sep 89
		PAC3(17)		31 Jan 89*	Indefinite
		PAC3(18)002		20 Oct 89*	01 Oct 92
		PAC3(23)003		30 Oct 92*	
806e	Conduct of Review by Travel Agency Commissioner (Australia)	PAC3(05)		01 Jan 83	Indefinite
		PAC3(06)		05 Oct 83	Indefinite
		PAC3(Mail A031)		01 Feb 84*	Indefinite
		PAC3(10)		01 Oct 85*	Indefinite
		PAC3(11)		25 Nov 86*	Indefinite
		PAC3(14)Expedited		01 Aug 87*	30 Sep 89
		PAC3(18)		20 Oct 89*	Indefinite
		PAC3(20)		01 Oct 90	Indefinite
		PAC3(21)		01 Aug 91*	Indefinite
		PAC3(22)		11 May 92	Indefinite
806f	Extension of Agency Programme in Australia	PAC3(23)003		30 Oct 92*	01 Oct 92
		PAC3(18)Expedited		05 Jul 89*	Indefinite
808	Passenger Sales Agency Rules—Europe	PAC3(23)003		30 Oct 92*	01 Oct 92
		PAC2(12)		22 Jan 87*	Indefinite
		PAC2(13)		30 Jan 87*	Indefinite
		PAC2(14)		06 Oct 87*	Indefinite
		PAC2(16)		01 Oct 88*	Indefinite
		PAC2(17)		31 Jan 89*	Indefinite
		PAC2(Mail A058)		07 Feb 89*	Indefinite
		PAC2(18)		20 Oct 89*	Indefinite
		PAC2(20)		01 Oct 90	Indefinite
		PAC2(21)003		01 Aug 91	01 Aug 91

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
808	Passenger Sales Agency Rules (Latin America and the Caribbean except Brazil) (Latin America and the Caribbean except Brazil and French Overseas Departments)	PAC1(29)Expedited		01 Jul 97	Indefinite	
		PAC1(Mail A100)		01 Jan 99	Indefinite	
		PAC1(32)		21 Apr 99*	Indefinite	
		PAC1(33)Expedited		01 Aug 99	Indefinite	
		PAC1(33)		23 Dec 99*	Indefinite	
		PAC1(34)		10 Apr 00*	Indefinite	
		PAC1(35)		01 Oct 00*	Indefinite	
		PAC1(36)		02 Oct 01*	Indefinite	
		PAC1(38)		01 Nov 03*	Indefinite	
		PAC1(40)		01 Jan 05	Indefinite	
		(Latin America and the Caribbean except Brazil and French Overseas Departments)				
		(Latin America and the Caribbean except French Overseas Departments)	PAC1(41)		01 Jan 06	Indefinite
			PAC1(42)		01 Jan 07	Indefinite
			PAC1(43)		01 Jan 08	Indefinite
	PAC1(44)		23 May 08	Indefinite		
808d	Passenger Sales Agency Rules—Colombia	PAC1(45)		03 Feb 09	Indefinite	
		PAC1(46)		15 Feb 10	31 May 10	
808e	Travel Agency Commissioner—Europe	PAC2(12)		22 Jan 87*	Indefinite	
		PAC2(15)		18 Feb 88*	Indefinite	
		PAC2(21)003		01 Aug 91	01 Aug 91	
808e	Conduct of Review by Travel Agency Commissioner Europe	PAC2(12)		22 Jan 87*	Indefinite	
		PAC2(13)		30 Jan 87*	Indefinite	
		PAC2(15)		18 Feb 88*	Indefinite	
		PAC2(16)		01 Oct 88*	Indefinite	
		PAC2(18)		20 Oct 89*	Indefinite	
		PAC2(20)		01 Oct 90	Indefinite	
	PAC2(21)003		01 Aug 91*	01 Aug 91		
808e	Conduct of Review by Travel Agency Commissioner (Latin America and the Caribbean except Brazil)	PAC1(29)Expedited		01 Jul 97	Indefinite	
		PAC1(38)		01 Nov 03	31 Dec 03	
810	IATA Industry Distribution System—Orient Countries	PAC3(15)		18 Feb 88*	01 Sep 90	
		PAC3(16)		01 Oct 88*	Indefinite	
		PAC3(17)		31 Jan 89*	Indefinite	
		PAC3(Mail A071)		03 Apr 89*	Indefinite	
		PAC3(18)		20 Oct 89*	Indefinite	
		PAC3(19)		17 Jan 90*	01 Sep 90	
		PAC3(20)002		02 Sep 90	01 Sep 92	
		PAC3(20)		01 Oct 90	01 Sep 92	
		PAC3(21)		02 Aug 91*	01 Sep 92	
		PAC3(22)Expedited		24 Feb 92*	01 Sep 92	
		PAC3(22)		11 May 92	01 Sep 92	
		PAC3(23)002Expedited		01 Sep 92*	31 Dec 93	
		Passenger Sales Agency Rules (Orient Countries)	PAC3(23)		30 Oct 92*	31 Dec 93
			PAC3(24)Expedited		02 Nov 93*	Indefinite,
PAC3(24)			02 Nov 93	except for		
PAC3(25)Expedited			02 Sep 94	Section 2,		
PAC3(25)			07 Nov 94	Paragraph		
PAC3(26)Expedited			01 May 95*	2.1 which expires		
				31 Dec 95		
		PAC3(27)Expedited		01 Feb 96*	Indefinite, except for Section 2, Paragraph 2.1 which expires	
					31 Dec 97	

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC3(27)		17 Jun 96*	Indefinite
		PAC3(28)		31 Oct 96*	Indefinite
		PAC3(29)		23 Mar 98*	Indefinite
		PAC3(Mail A098)		01 Sep 98	except for Section 2, Paragraph 2.1 which expires 31 Dec 98
	Passenger Sales Agency Rules (Orient)	PAC3(32)002(II)Expedited		01 Jan 99	Indefinite
		PAC3(32)		21 Apr 99*	(except for Section 2, Paragraph 2.1 which expires 31 Dec 03)
		PAC3(33)		23 Dec 99*	Indefinite
		PAC3(34)		10 Apr 00*	except for Section 2, Paragraph 2.1 which expires 31 Dec 03
		PAC3(35)		01 Oct 00	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite except for Section 2, Paragraph 2.1 which expires 31 Dec 03
		PAC3(37)		01 Jan 02*	Indefinite except for Section 2, Paragraph 2.1 which expires 31 Dec 03
		PAC3(38)		01 Nov 03*	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC3(44)		23 May 08	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC3(47)		15 Feb 11	31 May 11
810b	Domestic Agency Programme in the Republic of Indonesia	PAC3(38)		01 Nov 03*	Indefinite
		PAC3(44)		23 May 08	01 Mar 08
810c	Passenger Sales Agency Rules (China)	PAC3(26)Expedited		17 May 96*	Indefinite
		PAC3(27)		31 Oct 96*	Indefinite
		PAC3(28)		23 Mar 98*	Indefinite
		PAC3(29)		21 Apr 99*	Indefinite
		PAC3(32)		23 Dec 99*	Indefinite
		PAC3(33)		10 Apr 00*	Indefinite
		PAC3(34)		01 Oct 00*	Indefinite
		PAC3(35)		02 Oct 01*	Indefinite
		PAC3(36)		01 May 95	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC3(40)		01 Jan 05	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC3(41)		01 Jan 06	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC3(46)		15 Feb 10	31 May 10
810d	Travel Agency Commissioner Orient Countries Domestic Agency Programme in India	PAC3(15)		18 Feb 88*	01 Sept 90
		PAC3(20)002		02 Sep 90	01 Sept 92
		PAC3(40)		01 Jan 05	Indefinite
810e	Conduct of Review by Travel Agency Commissioner	PAC3(15)		18 Feb 88*	01 Sept 90
		PAC3(18)		20 Oct 89*	Indefinite
		PAC3(20)002		02 Sep 90	01 Sept 92
		PAC3(20)		01 Oct 90	01 Sept 92
		PAC3(21)		02 Aug 91*	01 Sept 92
		PAC3(22)		11 May 92	01 Sept 92
		PAC3(23)002Expedited		01 Sep 92*	31 Dec 93
		PAC3(23)		30 Oct 92*	31 Dec 93
		PAC3(24)002Expedited		02 Nov 93*	Indefinite
		PAC3(27)		17 Jun 96*	Indefinite
	PAC3(36)		02 Oct 01*	Indefinite	
	PAC3(38)		01 Nov 03	31 Dec 03	
810f	Conduct of Review by Travel Agency Commissioner (Japan)	PAC3(22)Expedited		24 Feb 92*	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
		PAC3(24)		02 Nov 93*	Indefinite
		PAC3(27)		17 Jun 96*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
	PAC3(38)		01 Nov 03*	31 Dec 03	
810g	Conduct of Review by Travel Agency Commissioner (China)	PAC3(26)Expedited		01 May 95	Indefinite
		PAC3(27)		17 Jun 96*	Indefinite
		PAC3(38)		1 Nov 03	31 Dec 03
810i	Passenger Sales Agency Rules—India	PAC3(36)		01 Oct 00*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(38)		01 Nov 03*	31 Dec 03
		PAC3(40)		01 Jan 05	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
	PAC3(47)		15 Feb 11	31 May 11	
810j	Passenger Sales Agency Rules Japan	PAC3(22)Expedited		24 Feb 92*	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
		PAC3(24)		02 Nov 93*	Indefinite
		PAC3(25)		07 Nov 94	Indefinite
		PAC3(26)		30 Jun 95	Indefinite
		PAC3(27)		17 Jun 96*	Indefinite
		PAC3(28)		31 Oct 96*	Indefinite
		PAC3(29)		23 Mar 98*	Indefinite
		PAC3(32)		21 Apr 99*	Indefinite
		PAC3(33)		23 Dec 99*	Indefinite
		PAC3(34)		10 Apr 00*	Indefinite
		PAC3(35)		01 Oct 00*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
	PAC3(Mail A194)		14 Mar 11	31 May 11	

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
810k	Conduct of Review by Travel Agency Commissioner (India)	PAC3(35)		01 Oct 00*	Indefinite	
		PAC3(36)		02 Oct 01*	Indefinite	
		PAC3(38)		01 Nov 03	31 Dec 03	
810r	Passenger Sales Agency Rules—Russian Federation	PAC2(Mail A086)		01 Jan 94	Indefinite	
		PAC2(25)		07 Nov 94	Indefinite	
		PAC2(27)		17 Jun 96*	Indefinite	
		PAC2(28)		31 Oct 96*	Indefinite	
		PAC2(33)		23 Dec 99*	Indefinite	
		PAC2(34)		10 Apr 00*	Indefinite	
		PAC2(35)		01 Oct 00*	Indefinite	
		PAC2(36)		02 Oct 01*	Indefinite	
		PAC2(37)		01 Jan 02*	Indefinite	
		PAC3(38)		01 Nov 03*	Indefinite	
		PAC2(40)		01 Jan 05	Indefinite	
		PAC2(41)		01 Jan 06	Indefinite	
		PAC2(42)		01 Jan 07	Indefinite	
		PAC2(43)		01 Jan 08	Indefinite	
		PAC2(MailA147)003		14 Jul 08	01 Aug 08	
810z	Extension of Agency Programme in China	PAC3(28)		31 Oct 96*	Indefinite	
812	IATA Agency Distribution System—Venezuela	PAC1(18)		20 Oct 89*	Indefinite	
		PAC1(20)		01 Oct 90	Indefinite	
		PAC1(21)		02 Aug 91*	Indefinite	
		PAC1(22)Expedited		24 Feb 92*	Indefinite	
	Passenger Sales Agency Rules (Venezuela)	PAC1(23)		30 Oct 92*	Indefinite	
		PAC1(24)Expedited		13 Sep 93	Indefinite	
		PAC1(24)		02 Nov 93*	Indefinite	
		PAC1(25)		07 Nov 94	Indefinite	
		PAC1(27)		17 Jun 96*	Indefinite	
		PAC1(28)		31 Oct 96*	Indefinite	
		PAC1(29)		23 Mar 98*	Indefinite	
		PAC1(32)003(II)		21 Apr 99*	21 Apr 99	
812c	Venezuela Agency Programme Joint Council	PAC1(18)		20 Oct 89*	Indefinite	
		PAC1(32)003(II)		21 Apr 99*	21 Apr 99	
812d	Travel Agency Commissioner Venezuela	PAC1(18)		20 Oct 89*	Indefinite	
		PAC1(23)003		30 Oct 92*	30 Oct 92*	
812e	Conduct of Review by Travel Agency Commissioner	PAC1(18)		20 Oct 89*	Indefinite	
		PAC1(20)		01 Oct 90	Indefinite	
		PAC1(21)		02 Aug 91	Indefinite	
		PAC1(23)		30 Oct 92*	Indefinite	
		PAC1(24)Expedited		13 Sep 93*	Indefinite	
		PAC1(27)		17 Jun 96*	Indefinite	
		PAC1(32)003(II)		21 Apr 99*	21 Apr 99	
814	IATA Sales Agency Rules (except Canada, USA and Venezuela)	PAC1(19)		17 Jan 90*	Indefinite	
		PAC1(20)		01 Oct 90	Indefinite	
		PAC1(22)Expedited		24 Feb 92*	Indefinite	
		PAC1(22)		11 May 92	Indefinite	
		PAC2(19)		17 Jan 90*	Indefinite	
		PAC2(20)		01 Oct 90	Indefinite	
		PAC2(22)Expedited		24 Feb 92*	Indefinite	
		PAC2(22)		11 May 92	Indefinite	
		except Australia	PAC3(19)		17 Jan 90*	Indefinite
		except Australia and New Zealand	PAC3(20)		01 Oct 90	Indefinite
			PAC3(22)Expedited		24 Feb 92*	Indefinite
	PAC3(22)		11 May 92	Indefinite		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date		
	Passenger Sales Agency Rules (except Canada, USA and Venezuela) (except Bermuda, Brazil, Canada, USA and Venezuela)	PAC1(23)		30 Oct 92*	Indefinite		
		PAC1(24)		02 Nov 93*	Indefinite		
		PAC1(25)		07 Nov 94	Indefinite		
		PAC1(26)		30 Jun 95	Indefinite		
		PAC1(27)		17 Jun 96*	Indefinite		
		PAC1(28)		31 Oct 96*	Indefinite		
		PAC1(29)		23 Mar 98*	Indefinite		
		PAC1(30)		23 Mar 98*	Indefinite		
		PAC1(40)		01 Jan 05	Indefinite		
		PAC1(mail A118)		01 Jan 05*	Indefinite		
		PAC2(23)		30 Oct 92*	Indefinite		
		PAC2(24)		02 Nov 93*	Indefinite		
		PAC2(25)		07 Nov 94	Indefinite		
		PAC2(26)		30 Jun 95	Indefinite		
		PAC2(27)		17 Jun 96*	Indefinite		
		PAC2(28)		31 Oct 96*	Indefinite		
		PAC2(29)		23 Mar 98*	Indefinite		
		PAC2(30)		23 Mar 98*	Indefinite		
		PAC2(32)		21 Apr 99*	Indefinite		
		PAC2(33)		23 Dec 99*	Indefinite		
		PAC2(34)		10 Apr 00*	Indefinite		
		PAC2(35)		01 Oct 00*	Indefinite		
		PAC2(36)		02 Oct 01*	Indefinite		
		PAC2(37)		01 Jan 02*	Indefinite		
		PAC2(38)		01 Nov 03*	Indefinite		
		PAC2(40)		01 Jan 05	Indefinite		
		PAC2(mail A118)		01 Jan 05*	Indefinite		
		PAC2(42)		01 Jan 07	Indefinite		
			(except Japan and South West Pacific)	PAC3(23)		30 Oct 92*	Indefinite
				PAC3(24)		02 Nov 93*	Indefinite
				PAC3(25)		07 Nov 94	Indefinite
			(except China, Japan and South West Pacific)	PAC3(26)		30 Jun 95	Indefinite
				PAC3(27)		17 Jun 96*	Indefinite
				PAC3(28)		31 Oct 96*	Indefinite
				PAC3(29)		23 Mar 98*	Indefinite
				PAC3(30)		23 Mar 98*	Indefinite
				PAC3(32)		21 Apr 99*	Indefinite
				PAC3(33)		23 Dec 99*	Indefinite
				PAC3(34)		10 Apr 00*	Indefinite
			(except China, India, Japan and South West Pacific)	PAC3(35)		01 Oct 00*	Indefinite
				PAC3(36)		02 Oct 01*	Indefinite
				PAC3(37)		01 Jan 02*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite		
	(except China, India, Japan, Orient and South West Pacific)	PAC3(40)		01 Jan 05	Indefinite		
		PAC3(mail A118)		01 Jan 05*	Indefinite		
		PAC2(41)		01 Jan 06	Indefinite		
		PAC3(41)		01 Jan 06	Indefinite		
		PAC3(42)		01 Jan 07	Indefinite		
814	Passenger Sales Agency Rules (except EU/EEA and Switzerland) (except the People's Republic of China, India, Japan, Orient and South West Pacific)	PAC2(43)		01 Jan 08	Indefinite		
		PAC3(43)		01 Jan 08	Indefinite		
		PAC2(45)		03 Feb 09	Indefinite		
		PAC3(45)		03 Feb 09	Indefinite		
		PAC2(46)Expedited		15 Feb 10	Indefinite		
		PAC3(46)Expedited		15 Feb 10	Indefinite		
		PAC2(46)		15 Feb 10	31 May 11		
		PAC3(46)		15 Feb 10	31 May 11		
814d	Travel Agency Commissioner (except Canada, USA and Venezuela)	PAC1(19)		17 Jan 90*	Indefinite		
		PAC1(27)003(I)		17 Jun 96*	17 Jun 96		
		PAC2(19)		17 Jan 90*	Indefinite		
		PAC2(27)003(I)		17 Jun 96*	17 Jun 96		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
814e	Except Australia	PAC3(19)		17 Jan 90*	Indefinite	
		PAC3(27)003(l)		17 Jun 96*	17 Jun 96	
	Conduct of Review by Travel Agency Commissioner (except Canada, USA and Venezuela)		PAC1(19)		17 Jan 90*	Indefinite
			PAC1(20)		01 Oct 90	Indefinite
			PAC1(21)		02 Aug 91*	Indefinite
			PAC1(22)		11 May 92	Indefinite
			PAC1(23)		30 Oct 92*	Indefinite
			PAC1(24)		02 Nov 93*	Indefinite
			PAC1(25)		07 Nov 94	Indefinite
			PAC1(27)		17 Jun 96*	Indefinite
			PAC2(19)		17 Jan 90*	Indefinite
			PAC2(20)		01 Oct 90	Indefinite
			PAC2(21)		02 Aug 91*	Indefinite
			PAC2(22)		11 May 92	Indefinite
			PAC2(23)		30 Oct 92*	Indefinite
			PAC2(24)		02 Nov 93*	Indefinite
			PAC2(25)		07 Nov 94	Indefinite
			PAC2(27)		17 Jun 96*	Indefinite
			PAC2(30)		23 Mar 98*	Indefinite
			PAC2(36)		02 Oct 01*	Indefinite
		PAC2(38)		01 Nov 03	31 Dec 03	
		except Australia	PAC3(19)		17 Jan 90*	Indefinite
	except Australia and New Zealand	PAC3(20)		01 Oct 90	Indefinite	
		PAC3(21)		02 Aug 91*	Indefinite	
		PAC3(22)		11 May 92	Indefinite	
	(except Japan & South West Pacific)	PAC3(23)		30 Oct 92*	Indefinite	
		PAC3(24)		02 Nov 93*	Indefinite	
		PAC3(25)		07 Nov 94	Indefinite	
		PAC3(27)		17 Jun 96*	Indefinite	
		PAC3(36)		02 Oct 01*	Indefinite	
		PAC3(38)		01 Nov 03	31 Dec 03	
814ee	Dual Numbering of Resolutions (Europe)	PAC2(25)Expedited		02 Sep 94	Indefinite	
		PAC2(38)		01 Nov 03*	Indefinite	
		PAC2(40)003(l)		01 Jan 05	01 Jan 05	
814ff	European Agency Programme Joint Councils' Supervisory Board (EU and EEA countries and Switzerland only)	PAC2(30)		23 Mar 98*	31 Jan 99	
		PAC2(32)		21 Apr 99*	31 Jan 00	
		PAC2(33)		23 Dec 99*	31 Dec 00	
		PAC2(35)		01 Oct 00*	Indefinite	
		PAC2(43)		01 Jan 08	Indefinite	
		PAC2(45)		03 Feb 09	Indefinite	
		PAC2(46)Expedited		15 Feb 10	01 Nov 09	
814hh	Satellite Ticket Delivery Office (Brazil only)	PAC1(36)		02 Oct 01*	Indefinite	
	(Belgium & Luxembourg only)					
	(Argentina, Brazil and Uruguay only)	PAC1(37)		01 Jan 02*	Indefinite	
		PAC1(38)		01 Nov 03*	Indefinite	
		PAC1(42)		01 Jan 07	31 Dec 07	
	(Belgium & Luxembourg only)	PAC2(33)		23 Dec 99*	Indefinite	
	(Belgium & Luxembourg, Germany and the Netherlands only)	PAC2(34)		2 Feb 00	Indefinite	
	(Austria, Belgium & Luxembourg, Germany and the Netherlands only)	PAC2(35)		01 Oct 00*	Indefinite	
	(Austria, Belgium & Luxembourg, Germany, Iceland, the Netherlands, Scandinavia and the United Kingdom)	PAC2(36)		02 Oct 01*	Indefinite	

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
	(Austria, Belgium & Luxembourg, Germany, Iceland, Italy, the Netherlands, Scandinavia, Switzerland & Liechtenstein and the United Kingdom)	PAC2(37)		01 Jan 02*	Indefinite
	(Austria, Belgium & Luxembourg, France, Germany, Iceland, Italy, The Netherlands, Scandinavia, Switzerland & Liechtenstein and the United Kingdom)	PAC2(38)		01 Nov 03*	Indefinite
	(Japan only)	PAC3(34)		2 Feb 00	Indefinite
		PAC3(35)		01 Oct 00*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
	(Argentina, Brazil and Uruguay only)	PAC1(40)		01 Jan 05	Indefinite
	(Austria, Belgium & Luxembourg, France, Germany, Greece, Iceland, Italy, the Netherlands, Poland, Scandinavia, Switzerland & Liechtenstein and the United Kingdom only)	PAC2(40)		01 Jan 05	Indefinite
	(Japan only)	PAC3(40)		01 Jan 05	Indefinite
	(Argentina, Brazil and Uruguay only)	PAC1(41)		01 Jan 06	Indefinite
		PAC1(42)		01 Jan 07	31 Dec 07
		PAC1(43)		01 Jan 08	01 Jun 08
	(Austria, Belgium & Luxembourg, Cyprus, France, Finland, Germany, Greece, Iceland, Italy, Latvia, Lithuania, the Netherlands, Poland, Romania, Scandinavia, Switzerland and Liechtenstein & the United Kingdom)	PAC2(41)		01 Jan 06	Indefinite
		PAC2(42)		01 Jan 07	31 Dec 07
		PAC2(43)		01 Jan 08	01 Jun 08
	(Japan only)	PAC3(42)		01 Jan 07	31 Dec 07
		PAC3(43)		01 Jan 08	01 Jun 08
814i	Agency Programme Joint Council—Israel (Israel only)	PAC2(41)		01 Jan 06	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
814pp	European Union Satellite Ticket Printer Locations (EU and EEA Countries only)	PAC2(27)		17 Jun 96*	Indefinite
		PAC2(29)		23 Mar 98*	Indefinite
		PAC2(32)		21 Apr 99*	Indefinite
		PAC2(33)		23 Dec 99*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC2(42)		01 Jan 07	31 Dec 07
		PAC2(43)		01 Jan 08	01 Jun 08
816	Passenger Sales Agency Rules (New Zealand)	PAC3(20)		01 Oct 90	31 Dec 91
		PAC3(21)		02 Aug 91*	31 Dec 91
816	Passenger Sales Agency Rules (South West Pacific)	PAC3(21)		02 Aug 91*	Indefinite
		PAC3(22)Expedited		24 Feb 92*	Indefinite
		PAC3(22)		11 May 92	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC3(23)Expedited		11 Aug 92	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
		PAC3(24)Expedited		13 Sep 93*	Indefinite
		PAC3(24)		02 Nov 93*	Indefinite
		PAC3(25)		07 Nov 94	Indefinite
		PAC3(27)		17 Jun 96	Indefinite
		PAC3(28)		31 Oct 96	Indefinite
		PAC3(29)		23 Mar 98*	Indefinite
		PAC3(32)		21 Apr 99*	Indefinite
		PAC3(32)Expedited		17 Jun 99	Indefinite
		PAC3(33)		23 Dec 99*	Indefinite
		PAC3(34)		10 Apr 00*	Indefinite
		PAC3(35)		01 Oct 00*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC3(41)Expedited		01 Aug 05	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC3(44)		23 May 09	1 Mar 08
816a	Application Form for Approval as an IATA Passenger Sales Agent	PAC3(22)Expedited		24 Feb 92*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(43)			01 Jan 08
816aa	Application Form for Approval of a Satellite Ticket Printer Location	PAC3(22)Expedited		24 Feb 92*	Indefinite
		PAC3(40)003(l)		01 Jan 05	01 Jan 05
816d	Travel Agency Commissioner (South West Pacific)	PAC3(21)		02 Aug 91*	Indefinite
		PAC3(27)003(l)		17 Jun 96	17 Jun 96
816e	Conduct of Review by Travel Agency Commissioner (South West Pacific)	PAC3(21)		02 Aug 91*	Indefinite
		PAC3(22)		11 May 92	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
		PAC3(24)		02 Nov 93*	Indefinite
		PAC3(25)		07 Nov 94	Indefinite
		PAC3(27)		17 Jun 96*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(38)		01 Nov 03	31 Dec 03
816f	Extension of Agency Programme in South West Pacific (Australia only)	PAC3(22)		11 May 92	Indefinite
		PAC3(45)		03 Feb 09	31 May 09
818	Members' Relations with Travel Agencies not Approved by IATA—Transitional Rules (Exc. Canada, Mexico and USA)	PAC1(02)		01 Oct 80	30 Sep 82
		PAC1(04)		10 Jul 81	Indefinite
		PAC1(05)002(l)		01 Jan 83	31 Dec 84
		PAC1(06)Expedited		30 May 83	30 Sep 85
		PAC1(10)		01 Oct 85*	30 Sep 87
		PAC1(14)002(l)		06 Oct 87*	Indefinite
		PAC1(25)003		30 Sep 94	01 Nov 94
	Middle East only	PAC2(06)Expedited		30 May 83	15 May 85
		PAC2(10)		01 Oct 85*	30 Sep 87
		PAC2(14)002(l)		06 Oct 87*	Indefinite
		PAC2(25)003		30 Sep 94	01 Nov 94
		PAC3(02)		01 Oct 80	30 Sep 82
		PAC3(04)		10 Jul 81*	Indefinite
		PAC3(05)002(l)		01 Jan 83	31 Dec 84
		PAC3(06)Expedited		30 May 83	30 Sep 85
		PAC3(10)		01 Oct 85*	30 Sep 87
		PAC3(14)002(l)		06 Oct 87*	Indefinite
		PAC2(25)003		30 Sep 94	01 Nov 94

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
	(EU/EEA and Switzerland only)	PAC2(40)		01 Jan 05	Indefinite
	Passenger Sales Agency Rules—Europe	PAC2(41)Expedited		01 Aug 05	Indefinite
		PAC2(41)		01 Jan 06	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC2(44)		23 May 08	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC2(46)Expedited		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	31 May 10
818a	Europe-Accredited Agent (EAA) (EU/EEA and Switzerland only)	PAC2(41)		01 Jan 06	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC2(48)		10 Feb 12	Indefinite
818g	Passenger Sales Agency Rules (except USA)	PAC1(43)Expedited		01 Oct 07	Indefinite
		PAC2(43)Expedited		01 Oct 07	Indefinite
		PAC3(43)Expedited		01 Oct 07	Indefinite
		PAC1(44)		23 May 08	Indefinite
		PAC2(44)		23 May 08	Indefinite
		PAC3(44)		23 May 08	Indefinite
		PAC1(45)		03 Feb 09	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC1(46)Expedited		15 Feb 10	Indefinite
		PAC2(46)Expedited		15 Feb 10	Indefinite
		PAC3(46)Expedited		15 Feb 10	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
		PAC1(48)		10 Feb 12	Indefinite
		PAC2(48)		10 Feb 12	Indefinite
		PAC3(48)		10 Feb 12	Indefinite
		PAC1(49)Expedited		14 Feb 13	Indefinite
		PAC2(49)Expedited		14 Feb 13	Indefinite
		PAC3(49)Expedited		14 Feb 13	Indefinite
		PAC1(49)		14 Feb 13	Indefinite
		PAC2(49)		14 Feb 13	Indefinite
		PAC3(49)		14 Feb 13	Indefinite
820 (previously 822)	Form of Certificate of Appointment (except USA)	PAC1(02)001cc		01 Oct 80	Indefinite
		PAC1(18)003(II)		20 Oct 89*	Indefinite
		PAC2(02)001cc		01 Oct 80	Indefinite
		PAC3(02)001cc		01 Oct 80	Indefinite
		PAC1(40)		01 Jan 05	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
820d	Travel Agency Commissioner (except USA)	PAC1(22)		11 May 92	Indefinite
		PAC1(30)		23 Mar 98*	Indefinite
		PAC2(22)		11 May 92	Indefinite
		PAC2(30)		23 Mar 98*	Indefinite
		PAC3(22)		11 May 92	Indefinite
		PAC3(30)		23 Mar 98*	Indefinite
		PAC1(41)		01 Jan 06	Indefinite
		PAC2(41)		01 Jan 06	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC1(42)		01 Jan 07	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	820e	Reviews by the Travel Agency Commissioner (except USA)	PAC2(42)	01 Jan 07	Indefinite
			PAC3(42)	01 Jan 07	Indefinite
			PAC1(46)Expedited	15 Feb 10	Indefinite
			PAC2(46)Expedited	15 Feb 10	Indefinite
			PAC3(46)Expedited	15 Feb 10	Indefinite
			PAC1(49)	14 Feb 13	Indefinite
			PAC2(49)	14 Feb 13	Indefinite
			PAC3(49)	14 Feb 13	Indefinite
			PAC1(38)	01 Nov 03*	Indefinite
			PAC2(38)	01 Nov 03*	Indefinite
			PAC3(38)	01 Nov 03*	Indefinite
			PAC1(41)	01 Jan 06	Indefinite
			PAC2(41)	01 Jan 06	Indefinite
			PAC3(41)	01 Jan 06	Indefinite
			PAC1(42)	01 Jan 07	Indefinite
			PAC2(42)	01 Jan 07	Indefinite
			PAC3(42)	01 Jan 07	Indefinite
			PAC1(43)	01 Jan 08	Indefinite
			PAC2(43)	01 Jan 08	Indefinite
			PAC3(43)	01 Jan 08	Indefinite
PAC1(45)	03 Feb 09	Indefinite			
PAC2(45)	03 Feb 09	Indefinite			
PAC3(45)	03 Feb 09	Indefinite			
PAC1(47)	15 Feb 11	Indefinite			
PAC2(47)	15 Feb 11	Indefinite			
PAC3(47)	15 Feb 11	Indefinite			
PAC1(48)	10 Feb 12	Indefinite			
PAC2(48)	10 Feb 12	Indefinite			
PAC3(48)	10 Feb 12	Indefinite			
822 (previously 813)	IATA Numeric Code	PAC1(02)001cc	01 Oct 80	Indefinite	
		PAC1(05)	01 Jan 83	Indefinite	
		PAC1(06)	05 Oct 83	Indefinite	
		PAC1(16)	01 Oct 88*	Indefinite	
		PAC1(20)	01 Oct 90	Indefinite	
		PAC1(23)	30 Oct 92*	Indefinite	
		PAC1(25)	07 Nov 94	Indefinite	
		PAC1(33)	23 Dec 99*	Indefinite	
		PAC1(38)	01 Nov 03*	Indefinite	
		PAC2(02)001cc	01 Oct 80	Indefinite	
		PAC2(05)	01 Jan 83*	Indefinite	
		PAC2(06)	05 Oct 83*	Indefinite	
		PAC2(16)	01 Oct 88*	Indefinite	
		PAC2(20)	01 Oct 90	Indefinite	
		PAC2(23)	30 Oct 92*	Indefinite	
		PAC2(25)	07 Nov 94	Indefinite	
		PAC2(33)	23 Dec 99*	Indefinite	
		PAC2(38)	01 Nov 03*	Indefinite	
		PAC3(02)001cc	01 Oct 80	Indefinite	
		PAC3(05)	01 Jan 83	Indefinite	
		PAC3(06)	05 Oct 83*	Indefinite	
		PAC3(16)	01 Oct 88*	Indefinite	
		PAC3(20)	01 Oct 90	Indefinite	
		PAC3(23)	30 Oct 92*	Indefinite	
		PAC3(25)	07 Nov 94	Indefinite	
		PAC3(33)	23 Dec 99*	Indefinite	
		PAC3(38)	01 Nov 03*	Indefinite	

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC1(41)Expedited		01 Aug 05	Indefinite
		PAC2(41)Expedited		01 Aug 05	Indefinite
		PAC3(41)Expedited		01 Aug 05	Indefinite
		PAC1(43)		01 Jan 08	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
824	Passenger Sales Agency Agreement (Version II) (except USA)	PAC1(22)		11 May 92	Indefinite
		PAC1(23)		30 Oct 92*	Indefinite
		PAC2(22)		11 May 92	Indefinite
		PAC2(23)		30 Oct 92*	Indefinite
		PAC3(22)		11 May 92	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
824a	Application of the Term Commission (except USA)	PAC1(29)		23 Mar 98*	Indefinite
		PAC2(29)		23 Mar 98*	Indefinite
		PAC3(29)		23 Mar 98*	Indefinite
824b	Supplementary Agreement for Agents to Receive Electronic Versions of the Travel Agent's Handbook	PAC1(36)(except USA)		02 Oct 01*	Indefinite
		PAC1(37)		01 Jan 02*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC2(36)		02 Oct 01*	Indefinite
		PAC2(37)		01 Jan 02*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
	(except USA)	PAC1(40)		01 Jan 05	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC1(43)			01 Jan 08
		PAC2(43)			01 Jan 08
		PAC3(43)			01 Jan 08
824c	Breach of Contract Liability Applicable to IATA Accredited Agents in China	PAC3(26)Expedited		01 May 95	Indefinite
824d	Deposit Receipts to be issued by Agents (except USA)	PAC1(24)Expedited		13 Sep 93*	Indefinite
		PAC2(24)Expedited		13 Sep 93*	Indefinite
		PAC3(24)Expedited		13 Sep 93*	Indefinite
824r	Refunds to Agents (except USA)	PAC1(30)		23 Mar 98*	Indefinite
		PAC1(32)		21 Apr 99*	Indefinite
		PAC1(36)		02 Oct 01*	Indefinite
		PAC2(30)		23 Mar 98*	Indefinite
		PAC2(32)		21 Apr 99*	Indefinite
		PAC2(36)		02 Oct 01*	Indefinite
		PAC3(30)		23 Mar 98*	Indefinite
		PAC3(32)		21 Apr 99*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC1(43)		01 Jan 08	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC1(44)		23 May 08	Indefinite
		PAC2(44)		23 May 08	Indefinite
		PAC3(44)		23 May 08	Indefinite
824s	Adherence to Minimum Security Standards—Applicable Indemnity Provisions (except USA)	PAC1(25)		07 Nov 94	Indefinite
		PAC2(25)		07 Nov 94	Indefinite
		PAC3(25)		07 Nov 94	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
826	Identification of Airlines' Points of Sale (except USA)	PAC1(27)Expedited		01 Feb 96*	Indefinite	
		PAC1(28)		31 Oct 96*	Indefinite	
		PAC2(27)Expedited		01 Feb 96*	Indefinite	
		PAC2(28)		31 Oct 96*	Indefinite	
		PAC3(27)Expedited		01 Feb 96*	Indefinite	
		PAC3(28)		31 Oct 96*	Indefinite	
828 (previously 810g)	Remittance of Amounts Collected as Part or Full Special Advance Payment for Special Fares except USA	PAC1(02)001cc		01 Oct 80	Indefinite	
		PAC1(10)003(I)		02 Feb 86	Indefinite	
		PAC2(02)001cc		01 Oct 80	Indefinite	
		PAC3(02)001cc		01 Oct 80	Indefinite	
		PAC1(43)		01 Jan 08	Indefinite	
		PAC2(43)		01 Jan 08	Indefinite	
830 (previously 810s)	Multiple Ticket Issuance by Agents except USA	PAC1(02)001cc		01 Oct 80	Indefinite	
		PAC1(09)003(II)		29 Dec 84*	Indefinite	
		PAC1(27)		17 Jun 96*	Indefinite	
		PAC2(02)001cc		01 Oct 80	Indefinite	
		PAC2(17)003(I)		31 Jan 89*	Indefinite	
		PAC2(27)		17 Jun 96*	Indefinite	
	except EEC	PAC3(02)001cc		01 Oct 80	Indefinite	
		PAC3(27)		17 Jun 96*	Indefinite	
		PAC1(45)		03 Feb 09	01 Jun 09	
		PAC2(45)		03 Feb 09	01 Jun 09	
		PAC3(45)		03 Feb 09	01 Jun 09	
		830a (previously 850b)	Responsibility for Violation of Ticketing Procedure	112(PAC)002(I)		01 Jan 80
PAC1(02)001cc				01 Oct 80	Indefinite	
PAC1(04)002				01 Jan 82	31 Dec 83	
PAC1(06)002(I)				01 Jan 84	30 Sep 85	
New	PAC1(08)				08 Oct 84*	Indefinite
	PAC1(17)				31 Jan 89*	Indefinite
except USA	PAC1(18)003(II)			20 Oct 89*	Indefinite	
	PAC1(29)			23 Mar 98*	Indefinite	
	PAC1(36)			02 Oct 01*	Indefinite	
	212(PAC)002(I)			01 Jan 80	31 Dec 81	
	PAC2(02)001cc			01 Oct 80	Indefinite	
	PAC2(04)002			01 Jan 82	31 Dec 83	
New	PAC2(06)002(I)			01 Jan 84	30 Sep 85	
	PAC2(08)			08 Oct 84*	Indefinite	
	PAC2(17)			31 Jan 89*	Indefinite	
	PAC2(29)			23 Mar 98*	Indefinite	
	PAC2(36)			02 Oct 01*	Indefinite	
	312(PAC)002(I)			01 Jan 80	31 Dec 81	
	PAC3(02)001cc			01 Oct 80	Indefinite	
	PAC3(04)002			01 Jan 82	31 Dec 83	
	PAC3(06)002(I)			01 Jan 84	30 Sep 85	
	New		PAC3(08)		08 Oct 84*	Indefinite
			PAC3(17)		31 Jan 89*	Indefinite
			PAC3(29)		23 Mar 98*	Indefinite
PAC3(36)			02 Oct 01*	Indefinite		
PAC1(41)			01 Jan 06	Indefinite		
PAC2(41)			01 Jan 06	Indefinite		
PAC3(41)			01 Jan 06	Indefinite		
PAC1(42)			01 Jan 07	Indefinite		
PAC2(42)			01 Jan 07	Indefinite		
PAC3(42)			01 Jan 07	Indefinite		
PAC1(43)			01 Jan 08	Indefinite		
PAC2(43)			01 Jan 08	Indefinite		
PAC3(43)		01 Jan 08	Indefinite			

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
830b	Consequences of Violation of Ticketing and Reservation Procedures	PAC1(45)		03 Feb 09	Indefinite	
		PAC2(45)		03 Feb 09	Indefinite	
		PAC3(45)		03 Feb 09	Indefinite	
	Reservations Procedures for Non-Automated Approved Agents (except USA)	PAC1(07)		22 Dec 83	Indefinite	
		PAC2(07)		22 Dec 83*	Indefinite	
		PAC3(07)		22 Dec 83*	Indefinite	
		PAC1(43)			01 Jan 08	
830d	Reservations Procedures for Automated Approved Agents (except USA)	PAC2(43)			01 Jan 08	
		PAC3(43)			01 Jan 08	
		PAC1(07)		22 Dec 83	Indefinite	
832	Placing of Electronic Reservations/Ticketing Equipment in Agents' Offices (except Canada, French Territories, South America and USA)	PAC2(07)		22 Dec 83*	Indefinite	
		PAC3(07)		22 Dec 83*	Indefinite	
832	(except France)	PAC1(18)		31 Oct 89*	30 Sep 90	
		PAC2(18)		31 Oct 89*	30 Sep 90	
832	(except French Territories)	PAC3(18)		31 Oct 89*	30 Sep 90	
		PAC1(36)		01 Dec 01*	Indefinite	
832	Reporting and Remitting Procedures (except USA)	PAC1(37)		01 Jan 02*	Indefinite	
		PAC1(38)		01 Nov 03*	Indefinite	
		PAC1(39)		27 Apr 04	Indefinite	
		PAC1(40)		01 Jan 05	Indefinite	
		PAC1(mail A117)		01 Jan 05*	Indefinite	
		PAC1(41)		01 Jan 06	Indefinite	
		PAC1(42)		01 Sep 06	Indefinite	
		PAC1(43)		01 Jan 08	Indefinite	
		PAC1(44)		23 May 08	Indefinite	
		PAC1(45)		03 Feb 09	Indefinite	
		(except EU/EEA and Switzerland)	PAC2(36)		01 Jan 07	Indefinite
		PAC2(37)		01 Dec 01*	Indefinite	
		PAC2(38)		01 Jan 02*	Indefinite	
		PAC2(39)		01 Nov 03*	Indefinite	
		PAC2(40)		27 Apr 04	Indefinite	
		PAC2(mail A117)		01 Jan 05	Indefinite	
		PAC2(41)		01 Jan 05*	Indefinite	
		PAC2(42)Expedited (mail A131)		01 Jan 06	Indefinite	
		PAC2(42)		01 Jan 07	Indefinite	
		PAC2(43)		01 Dec 01*	Indefinite	
		PAC2(44)		01 Jan 08	Indefinite	
		(except EU/EEA, South Africa, Switzerland and Zimbabwe)	PAC2(44)		23 May 08	Indefinite
		(except 818/818g countries)	PAC3(45)		03 Feb 09	Indefinite
PAC3(36)			01 Jan 02*	Indefinite		
PAC3(37)			01 Nov 03*	Indefinite		
PAC3(38)			27 Apr 04	Indefinite		
PAC3(39)			01 Jan 05	Indefinite		
PAC3(40)			01 Jan 05*	Indefinite		
PAC3(mail A117)			01 Jan 06	Indefinite		
PAC3(41)			01 Jan 07	Indefinite		
PAC3(42)			01 Jan 08	Indefinite		
PAC3(43)			01 Jan 08	Indefinite		
PAC3(44)			23 May 08	Indefinite		
PAC3(45)			03 Feb 09	Indefinite		
PAC1(46)			15 Feb 10	Indefinite		
PAC2(46)			15 Feb 10	Indefinite		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
		PAC3(46)		15 Feb 10	Indefinite	
		PAC1(47)		15 Feb 11	Indefinite	
		PAC2(47)		15 Feb 11	Indefinite	
		PAC3(47)		15 Feb 11	Indefinite	
		PAC1(48)		10 Feb 12	Indefinite	
		PAC2(48)		10 Feb 12	Indefinite	
		PAC3(48)		10 Feb 12	Indefinite	
		PAC1(49)		14 Feb 13	Indefinite	
		PAC2(49)		14 Feb 13	Indefinite	
		PAC3(49)		14 Feb 13	Indefinite	
832a	Supplementary Agreement to Passenger Sales Agency Agreement (except Canada, French Overseas Dpts, South America and USA) (except France)	PAC1(18)		31 Oct 89*	Indefinite	
		PAC1(21)		02 Aug 91*	Indefinite	
		PAC1(29)003(1)		23 Mar 98*	23 Mar 98	
		PAC2(18)		31 Oct 89*	Indefinite	
		PAC2(21)		02 Aug 91*	Indefinite	
		PAC2(29)003(1)		23 Mar 98*	3 Mar 98	
		(except French Territories)	PAC3(18)		31 Oct 89*	Indefinite
			PAC3(21)		02 Aug 91*	Indefinite
			PAC3(29)003(1)		23 Mar 98*	3 Mar 98
834		Placing of Electronic Reservations Equipment in Agents' Offices (except Canada and USA) (France and French Territories only)	PAC1(18)		20 Oct 89*	Indefinite
	PAC1(20)Expedited			07 Feb 91*	15 Aug 90	
	PAC1(21)003 Exp.				07 Feb 91	
	PAC2(18)			20 Oct 89*	Indefinite	
	PAC2(20)Expedited			07 Feb 91*	15 Aug 90	
	PAC2(21)003 Exp.				07 Feb 91	
	(French Territories only)	PAC3(18)		20 Oct 89*	Indefinite	
		PAC3(20)Expedited		07 Feb 91*	15 Aug 90	
		PAC3(21)003 Exp.			07 Feb 91	
834a	Placing of Electronic Reservations Equipment in Agents' Offices (Cyprus and Yugoslavia only)	PAC2(18)		31 Oct 89*	30 Sep 90	
834a	(India only)	PAC3(18)		31 Oct 89*	30 Sep 90	
836	Traffic Documents Issuance for Agents at Airports (except Japan)	PAC2(11)		01 Oct 86*	Indefinite	
		PAC2(36)		02 Oct 01*	Indefinite	
		PAC3(11)		01 Oct 86*	Indefinite	
		PAC3(36)		02 Oct 01*	Indefinite	
		PAC2(45)		03 Feb 09	01 Jun 09	
		PAC3(45)		03 Feb 09	01 Jun 09	
838	Revalidation or Reissue of Traffic Documents by Agents (except USA)	PAC1(11)		01 Jan 87	Indefinite	
		PAC1(14)		06 Oct 87*	Indefinite	
		PAC1(16)		01 Oct 88*	Indefinite	
		PAC1(27)		17 Jun 96*	Indefinite	
		PAC2(11)		01 Jan 87	Indefinite	
		PAC2(14)		06 Oct 87*	Indefinite	
		PAC2(16)		01 Oct 88*	Indefinite	
		PAC2(27)		17 Jun 96*	Indefinite	
		PAC3(11)		01 Jan 87	Indefinite	
		PAC3(14)		06 Oct 87*	Indefinite	
		PAC3(16)		01 Oct 88*	Indefinite	
		PAC3(27)		17 Jun 96*	Indefinite	
		PAC1(41)		01 Jan 06	Indefinite	
		PAC2(41)		01 Jan 06	Indefinite	
		PAC3(41)		01 Jan 06	Indefinite	
		PAC1(43)		01 Jan 08	Indefinite	
	PAC2(43)		01 Jan 08	Indefinite		
	PAC3(43)		01 Jan 08	Indefinite		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
	Change of Traffic Documents by Agents (except USA)	PAC1(45)		03 Feb 09	Indefinite	
		PAC2(45)		03 Feb 09	Indefinite	
		PAC3(45)		03 Feb 09	Indefinite	
		PAC1(46)		15 Feb 10	Indefinite	
		PAC2(46)		15 Feb 10	Indefinite	
		PAC3(46)		15 Feb 10	Indefinite	
840 (previously 814)	Hotel Reservations Requests (except USA)	PAC1(02)001cc		01 Oct 80	Indefinite	
		PAC1(18)003(II)		20 Oct 89*	Indefinite	
		PAC1(40)003(I)		1 Jan 05	1 Jan 05	
		PAC2(02)001cc		01 Oct 80	Indefinite	
		PAC2(40)003(I)		1 Jan 05	1 Jan 05	
		PAC3(02)001cc		01 Oct 80	Indefinite	
		PAC3(40)003(I)		1 Jan 05	1 Jan 05	
842	Network Agent (except USA)	PAC1(38)		01 Nov 03*	Indefinite	
		PAC2(38)		01 Nov 03*	Indefinite	
		PAC3(38)		01 Nov 03*	Indefinite	
		PAC1(45)		03 Feb 09	Indefinite	
		PAC2(45)		03 Feb 09	Indefinite	
		PAC3(45)		03 Feb 09	Indefinite	
850 (previously 805)	Bank Settlement Plans (except USA)	111(PAC)805		01 Jan 79	Indefinite	
		111(PAC)		01 Jan 79	31 Dec 80	
		112(PAC)		01 Jan 80	Indefinite	
		PAC1(02)001cc/850		01 Oct 80	Indefinite	
		PAC1(Mail A013)		01 Jan 82	Indefinite	
		PAC1(05)Expedited		01 Aug 82	Indefinite	
		PAC1(Mail A018)		15 Jul 83*	Indefinite	
		PAC1(06)		05 Oct 83	Indefinite	
		PAC1(08)Expedited		23 Aug 84*	Indefinite	
		PAC1(Mail A034)		Indefinite	Indefinite	
		PAC1(11)		01 Oct 86*	Indefinite	
		PAC1(12)		22 Jan 87*	Indefinite	
		PAC1(14)		06 Oct 87*	Indefinite	
		PAC1(16)Expedited		01 Aug 88*	Indefinite	
		PAC1(16)		01 Oct 88*	Indefinite	
		PAC1(18)		20 Oct 89*	Indefinite	
		PAC1(19)		17 Jan 90*	Indefinite	
		PAC1(20)		01 Oct 90	Indefinite	
		PAC1(22)		11 May 92	Indefinite	
		PAC1(23)		30 Oct 92*	Indefinite	
		PAC1(24)		02 Nov 93*	Indefinite	
		Billing and Settlement Plans (except USA)	PAC1(26)		30 Jun 95	Indefinite
			PAC1(27)		17 Jun 96*	Indefinite
			PAC1(29)		23 Mar 98*	Indefinite
			PAC1(34)		10 Apr 00*	10 Apr 00
		Bank Settlement Plans	211(PAC)805		01 Jan 79	Indefinite
			211(PAC)		01 Jan 79	Indefinite
212(PAC)			01 Jan 80	Indefinite		
PAC2(02)001cc/850			01 Oct 80	Indefinite		
PAC2(Mail A013)			01 Jan 82	Indefinite		
PAC2(05)Expedited			01 Aug 82*	Indefinite		
PAC2(Mail A018)			15 Jul 83*	Indefinite		
PAC2(06)			05 Oct 83*	Indefinite		
PAC2(08)Expedited			23 Aug 84*	31 Dec 80		
PAC2(Mail A034)			Indefinite	Indefinite		
PAC2(11)			01 Oct 86*	Indefinite		
PAC2(12)			22 Jan 87*	Indefinite		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC2(14)		06 Oct 87*	Indefinite
		PAC2(16)Expedited		01 Aug 88*	Indefinite
		PAC2(16)		01 Oct 88*	Indefinite
		PAC2(18)		20 Oct 89*	Indefinite
		PAC2(19)		17 Jan 90*	Indefinite
		PAC2(20)		01 Oct 90	Indefinite
		PAC2(22)		11 May 92	Indefinite
		PAC2(23)		30 Oct 92*	Indefinite
		PAC2(24)		02 Nov 93*	Indefinite
	Billing and Settlement Plans	PAC2(26)		30 Jun 95	Indefinite
		PAC2(27)		17 Jun 96*	Indefinite
		PAC2(29)		23 Mar 98*	Indefinite
		PAC2(34)		10 Apr 00*	10 Apr 00
	Bank Settlement Plans	311(PAC)805		01 Jan 79	Indefinite
		311(PAC)		01 Jan 79	31 Dec 80
		312(PAC)		01 Jan 80	Indefinite
		PAC3(02)001cc/850		01 Oct 80	Indefinite
		PAC3(Mail A013)		01 Jan 82	Indefinite
		PAC3(05)Expedited		01 Aug 82	Indefinite
		PAC3(Mail A018)		15 Jul 83*	Indefinite
		PAC3(06)		05 Oct 83*	Indefinite
		PAC3(08)Expedited		23 Aug 84*	Indefinite
		PAC3(Mail A034)		Indefinite	Indefinite
		PAC3(11)		01 Oct 86*	Indefinite
		PAC3(12)		22 Jan 87*	Indefinite
	Bank Settlement Plans	PAC3(14)		06 Oct 87*	Indefinite
		PAC3(16)Expedited		01 Aug 88*	Indefinite
		PAC3(16)		01 Oct 88*	Indefinite
		PAC3(18)		20 Oct 89*	Indefinite
		PAC3(19)		17 Jan 90*	Indefinite
		PAC3(20)		01 Oct 90	Indefinite
		PAC3(22)		11 May 92	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
		PAC3(24)		02 Nov 93*	Indefinite
	Billing and Settlement Plans	PAC3(26)		30 Jun 95	Indefinite
		PAC3(27)		17 Jun 96*	Indefinite
		PAC3(29)		23 Mar 98*	Indefinite
		PAC3(34)		10 Apr 00*	10 Apr 00
	Billing and Settlement Plans (except USA)	PAC1(34)		10 Apr 00*	Indefinite
		PAC1(35)		01 Oct 00*	Indefinite
		PAC1(36)		02 Oct 01*	Indefinite
		PAC1(37)		01 Jan 02*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC1(mail A113)		19 Dec 03	Indefinite
		PAC1(40)		01 Jan 05	Indefinite
		PAC2(34)		10 Apr 00*	Indefinite
		PAC2(35)		01 Oct 00*	Indefinite
		PAC2(36)		02 Oct 01*	Indefinite
		PAC2(37)		01 Jan 02*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC2(mail A113)		19 Dec 03	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC3(34)		10 Apr 00*	Indefinite
		PAC3(35)		01 Oct 00*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC3(mail A113)		19 Dec 03	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC3(40)		01 Jan 05	Indefinite
		PAC1(41)		01 Jan 06	Indefinite
		PAC2(41)		01 Jan 06	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC1(42)		01 Jan 07	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC1(43)		01 Jan 08	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC1(44)		23 May 08	Indefinite
		PAC2(44)		23 May 08	Indefinite
		PAC3(44)		23 May 08	Indefinite
		PAC1(45)		03 Feb 09	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
		PAC1(48)		10 Feb 12	Indefinite
		PAC2(48)		10 Feb 12	Indefinite
		PAC3(48)		10 Feb 12	Indefinite
		PAC1(49)Expedited		14 Feb 13	Indefinite
		PAC2(49)Expedited		14 Feb 13	Indefinite
		PAC3(49)Expedited		14 Feb 13	Indefinite
		PAC1(49)		14 Feb 13	Indefinite
		PAC2(49)		14 Feb 13	Indefinite
		PAC3(49)		14 Feb 13	Indefinite
850a	Supply of Standard Traffic Documents to Sponsored Sales Intermediaries (Gulf Countries)			01 Aug 88*	Indefinite
	(Gulf Countries and Saudi Arabia)	PAC2(24)Expedited		13 Sep 93*	Indefinite
	(Gulf Countries, Jordan and Saudi Arabia)	PAC2(25)Expedited		02 Sep 94	Indefinite
		PAC2(Mail A096)		16 May 98	Indefinite
		PAC2(33)		23 Dec 99*	Indefinite
		PAC2(36)		02 Oct 01*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
	(Gulf Countries and Jordan)	PAC2(43)		01 Jan 08	Indefinite
	Gulf Countries	PAC2(45)		03 Feb 09	31 Dec 10
850b	Bank Settlement Plans (USA)	PAC1(06)		14 Jul 83	Indefinite
		PAC1(34)		10 Apr 00*	10 Apr 00
850b	IATA Sponsored Ticket Office	PAC1(41)Expedited		01 Aug 05	Indefinite
		PAC2(41)Expedited		01 Aug 05	Indefinite
		PAC3(41)Expedited		01 Aug 05	Indefinite
850c	Supply of Standard Traffic Documents to Non-IATA Sales Intermediaries in Kuwait (Kuwait only)	PAC2(Mail A076)		20 Oct 89*	Indefinite
		PAC2(33)		23 Dec 99*	Indefinite
		PAC2(36)		02 Oct 01*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC2(41)Expedited		01 Aug 05	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC2(45)			01 Jan 09



# Passenger Agency Conference Resolutions Manual

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
850d	Supply of Standard Traffic Documents to Sponsored Sales Intermediaries—Cyprus	PAC2(22)Expedited		24 Feb 92	30 Jun 93
850d	Internal Audit Programme for Bank Settlement Plan (except USA)	PAC1(25)Expedited PAC2(25)Expedited PAC3(25)Expedited		02 Sep 94 02 Sep 94 02 Sep 94	31 Dec 95 31 Dec 95 31 Dec 95
850d	Internal Audit Programme for Billing and Settlement Plan (except USA)	PAC1(27)Expedited PAC1(29) PAC2(27)Expedited PAC2(29) PAC3(27)Expedited PAC3(29)		01 Feb 96* 23 Mar 98* 01 Feb 96* 23 Mar 98* 01 Feb 96* 23 Mar 98*	Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite
850e	Industry Settlement Systems (except USA)	PAC1(31) PAC1(38) PAC2(31) PAC2(38) PAC3(31) PAC3(38) PAC1(49) PAC2(49) PAC3(49)		01 Jan 99 01 Nov 03* 01 Jan 99 01 Nov 03* 01 Jan 99 01 Nov 03* 14 Feb 13 14 Feb 13 14 Feb 13	Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
850m	Code of best Practice for the Issue and Processing of Agency Debit Memos (except USA)	PAC1(38) PAC1(40) PAC2(38) PAC2(40) PAC3(38) PAC3(40)		01 Nov 03* 01 Jan 05 01 Nov 03* 01 Jan 05 01 Nov 03* 01 Jan 05	Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite
	Issue and Processing of Agency Debit Memos (ADMs)	PAC1(41) PAC2(41) PAC3(41) PAC1(42) PAC2(42) PAC3(42) PAC1(43) PAC2(43) PAC3(43) PAC1(44) PAC2(44) PAC3(44) PAC1(45) PAC2(45) PAC3(45) PAC1(47) PAC2(47) PAC3(47) PAC1(48) PAC2(48) PAC3(48)		01 Jan 06 01 Jan 06 01 Jan 06 01 Jan 07 01 Jan 07 01 Jan 07 01 Jan 08 01 Jan 08 01 Jan 08 23 May 08 23 May 08 23 May 08 03 Feb 09 03 Feb 09 03 Feb 09 15 Feb 11 15 Feb 11 15 Feb 11 10 Feb 12 10 Feb 12 10 Feb 12	Indefinite Indefinite
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
850p	Financial Securities (except USA)	PAC1(41) PAC2(41) PAC3(41) PAC1(42) PAC2(42) PAC3(42) PAC1(43) PAC2(43) PAC3(43) PAC1(47)		01 Jan 06 01 Jan 06 01 Jan 06 01 Jan 07 01 Jan 07 01 Jan 07 01 Jan 08 01 Jan 08 01 Jan 08 15 Feb 11	Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
		PAC1(48)		10 Feb 12	Indefinite
		PAC2(48)		10 Feb 12	Indefinite
		PAC3(48)		10 Feb 12	Indefinite
850t	Non-IATA Airline Participation in certain IATA Programmes (except USA)	PAC1(22)		11 May 92	Indefinite
		PAC1(40)003(l)		01 Jan 05	01 Jan 05
		PAC2(22)		11 May 92	Indefinite
		PAC2(40)003(l)		01 Jan 05	01 Jan 05
		PAC3(22)		11 May 92	Indefinite
		PAC3(40)003(l)		01 Jan 05	01 Jan 05
850w	Billing and Settlement Plans Mail Votes (except USA)	PAC1(27)		17 Jun 96*	Indefinite
		PAC1(33)		23 Dec 99*	23 Dec 99
		PAC2(27)		17 Jun 96*	Indefinite
		PAC2(33)		23 Dec 99*	23 Dec 99
		PAC3(27)		17 Jun 96*	Indefinite
		PAC3(33)		23 Dec 99*	23 Dec 99
850x	Ticketing Airline Selection Rules in Billing and Settlement Plan or Industry Settlement Plan countries/areas (except USA)	PAC1(18)		20 Oct 89*	Indefinite
		PAC1(28)		31 Oct 96*	Indefinite
		PAC1(33)		23 Dec 99*	Indefinite
		PAC1(34)		10 Apr 00*	10 Apr 00
		PAC2(18)		20 Oct 89*	Indefinite
		PAC2(23)		30 Oct 92*	Indefinite
		PAC2(28)		31 Oct 96*	Indefinite
		PAC2(33)		23 Dec 99*	Indefinite
		PAC2(34)		10 Apr 00*	10 Apr 00
		PAC3(18)		20 Oct 89*	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
		PAC3(28)		31 Oct 96*	Indefinite
		PAC3(33)		23 Dec 99*	Indefinite
		PAC3(34)		10 Apr 00*	10 Apr 00
852 (previously 824aa)	Carrier Identification Plates for Use in a Bank Settlement Plan (except USA)	PAC1(02)001cc		01 Oct 80	Indefinite
		PAC1(24)		02 Nov 93*	Indefinite
		PAC1(34)		10 Apr 00*	10 Apr 00
		PAC2(02)001cc		01 Oct 80	Indefinite
		PAC2(24)		02 Nov 93*	Indefinite
		PAC2(34)		10 Apr 00*	10 Apr 00
		PAC3(02)001cc		01 Oct 80	Indefinite
		PAC3(24)		02 Nov 93*	Indefinite
		PAC3(34)		10 Apr 00*	10 Apr 00
852	Designation and Selection of Ticketing Airline	PAC1(37)		01 Jan 02*	Indefinite
		PAC2(37)		01 Jan 02*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC1(45)		03 Feb 09	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
852b	Carrier Identification Plates for Use in a Bank Settlement Plan (USA)	PAC1(06)		04 Nov 83	Indefinite
		PAC(18)003(l)		20 Oct 89*	20 Oct 89
854	Automated Ticketing Systems in BSP Countries/Areas (except Canada, French Overseas Departments and USA)	PAC1(20)		01 Oct 90	31 Dec 90
		PAC1(21)002 Expedited		07 Feb 91*	Indefinite
		PAC1(21)		02 Aug 91*	Indefinite
		PAC1(24)		02 Nov 93*	Indefinite
		PAC1(25)		07 Nov 94	Indefinite
		PAC1(28)		31 Oct 96*	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
	(except French Overseas Departments and USA)	PAC1(30)		23 Mar 98*	Indefinite
		PAC1(33)		23 Dec 99*	Indefinite
		PAC1(36)		02 Oct 01*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC1(40)(Mail A116)		01 Jan 05*	Indefinite
	(except France and Reunion)	PAC2(20)		01 Oct 90	31 Dec 90
		PAC2(21)002 Expedited		07 Feb 91*	Indefinite
		PAC2(21)		02 Aug 91*	Indefinite
		PAC2(24)		02 Nov 93*	Indefinite
		PAC2(25)		07 Nov 94	Indefinite
		PAC2(28)		31 Oct 96*	Indefinite
		PAC2(30)		23 Mar 98*	Indefinite
		PAC2(33)		23 Dec 99*	Indefinite
		PAC2(36)		02 Oct 01*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC2(40)(Mail A116)		01 Jan 05*	
		PAC3(20)		01 Oct 90	31 Dec 90
		PAC3(21)002 Expedited		07 Feb 91*	Indefinite
		PAC3(21)		02 Aug 91*	Indefinite
		PAC3(24)		02 Nov 93*	Indefinite
		PAC3(25)		07 Nov 94	Indefinite
		PAC3(28)		31 Oct 96*	Indefinite
		PAC3(30)		23 Mar 98*	Indefinite
		PAC3(33)		23 Dec 99*	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC3(40)(Mail A116)		01 Jan 05*	Indefinite
		PAC1(42)		01 Jan 07	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC1(43)		01 Jan 08	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
	Electronic Ticketing Systems in Billing and Settlement Plan Countries/Areas	PAC1(45)		03 Feb 09	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
		PAC1(48)		10 Feb 12	Indefinite
		PAC2(48)		10 Feb 12	Indefinite
		PAC3(48)		10 Feb 12	Indefinite
856	Automated Neutral Ticketing Schemes in Non-BSP Countries/Areas (except USA)	PAC1(21)		02 Aug 91*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC2(21)		02 Aug 91*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC3(21)		02 Aug 91*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC1(42)		01 Jan 07	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC1(43)			01 Jan 08
		PAC2(43)			01 Jan 08
		PAC3(43)			01 Jan 08

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
860 (previously 862)	Overriding Commission except USA	PAC1(02)001cc		01 Oct 80	Indefinite
		PAC1(18)003(II)		20 Oct 89	Indefinite
		PAC1(27)003(II)		17 Jun 96*	17 Jun 96
		PAC2(02)001cc		01 Oct 80	Indefinite
		PAC2(27)003(II)		17 Jun 96*	17 Jun 96
		PAC3(02)001cc		01 Oct 80	Indefinite
		PAC3(27)003(II)		17 Jun 96*	17 Jun 96
860	Global Consultative Committee (except USA)	PAC1(35)		18 Sep 00*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC1(41)		18 Sep 00*	01 Jan 06
		PAC2(35)		01 Nov 03*	Indefinite
		PAC2(38)		18 Sep 00*	Indefinite
		PAC2(41)		01 Nov 03*	01 Jan 06
		PAC3(35)			Indefinite
		PAC3(38)			Indefinite
860a	Passenger Agency Programme Global Joint Council (PAPGJC)	PAC1(41)Expedited		01 Aug 05	Indefinite
		PAC2(41)Expedited		01 Aug 05	Indefinite
		PAC3(41)Expedited		01 Aug 05	Indefinite
		PAC1(42)		01 Jan 07	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC1(43)		01 Jan 08	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC1(46)Expedited		15 Feb 10	Indefinite
		PAC2(46)Expedited		15 Feb 10	Indefinite
		PAC3(46)Expedited		15 Feb 10	Indefinite
		PAC1(49)		14 Feb 13	Indefinite
		PAC2(49)		14 Feb 13	Indefinite
		PAC3(49)		14 Feb 13	Indefinite
862 (previously 890)	Meeting Non-IATA Competition Payment of Commission to Non-IATA Sales Intermediaries (Area 1) except USA	PAC1(02)890		14 Jul 80	Indefinite
		PAC1(02)001cc		01 Oct 80	Indefinite
		PAC1(03)		01 May 81	Indefinite
		PAC1(09)003(II)		29 Dec 84*	Indefinite
		PAC1(09)		01 Mar 85	Indefinite
		PAC1(11)		01 Jan 87	Indefinite
		PAC1(18)003(III)		20 Oct 89*	20 Oct 89
862	Joint Agent and Airline Consultative Meetings (except USA)	PAC1(35)		1 Oct 00*	Indefinite
		PAC1(37)		01 Jan 02*	Indefinite
		PAC2(35)		1 Oct 00*	Indefinite
		PAC2(37)		01 Jan 02*	Indefinite
		PAC3(35)		1 Oct 00*	Indefinite
		PAC3(37)		01 Jan 02*	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(48)		10 Feb 12	Indefinite
		PAC2(48)		10 Feb 12	Indefinite
		PAC3(48)		10 Feb 12	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
862a (previously 890 then 862)	Meeting Non-IATA Competition Payment of Commission to Non-IATA Sales Intermediaries (Areas 2 and 3)	PAC2(02)890		12 Feb 80	Indefinite
		PAC2(02)		14 Jul 80	Indefinite
		PAC2(02)001cc		01 Oct 80	Indefinite
		PAC2(03)862a		01 May 81	Indefinite
		PAC2(10)		01 Oct 85*	Indefinite
		PAC2(11)		01 Oct 86*	Indefinite
		PAC2(22)		11 May 92	11 May 92
		PAC3(02)890		12 Feb 80*	Indefinite
		PAC3(02)		14 Jul 80*	Indefinite
		PAC3(02)001cc		01 Oct 80	Indefinite
		PAC3(03)862a		01 May 81*	Indefinite
		PAC3(10)		01 Oct 85*	Indefinite
		PAC3(11)		01 Oct 86*	Indefinite
		PAC3(22)		11 May 92	11 May 92
864 (previously 830)	Handling Fees on Prepaid Business except USA	PAC1(02)001cc		01 Oct 80	Indefinite
		PAC1(10)003(l)		02 Feb 86	Indefinite
		PAC1(24)		01 Nov 93*	31 Dec 94
		PAC2(02)001cc		01 Oct 80	Indefinite
		PAC2(24)		01 Nov 93*	31 Dec 94
		PAC3(02)001cc		01 Oct 80	Indefinite
		PAC3(24)		01 Nov 93*	31 Dec 94
866	Definitions of Terms Used in Passenger Agency Programme Resolutions (except USA)	PAC1(38)		01 Nov 03*	Indefinite
		PAC1(40)		01 Jan 05	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC1(41)		01 Jan 06	Indefinite
		PAC2(41)		01 Jan 06	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC1(42)		01 Jan 07	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC1(43)		01 Jan 08	Indefinite
		PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC1(44)		23 May 08	Indefinite
		PAC2(44)		23 May 08	Indefinite
		PAC3(44)		23 May 08	Indefinite
		PAC1(45)		03 Feb 09	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC1(46)Expedited		15 Feb 10	Indefinite
		PAC2(46)Expedited		15 Feb 10	Indefinite
		PAC3(46)Expedited		15 Feb 10	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
		PAC3(47)		15 Feb 11	Indefinite
PAC1(48)		10 Feb 12	Indefinite		
PAC2(48)		10 Feb 12	Indefinite		
PAC3(48)		10 Feb 12	Indefinite		
PAC1(49)Expedited		14 Feb 13	Indefinite		
PAC2(49)Expedited		14 Feb 13	Indefinite		
PAC3(49)Expedited		14 Feb 13	Indefinite		

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Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
870	Inclusive Tours (except USA and Federal Republic of Germany/Berlin (West))	PAC1(02)		01 Oct 80	Indefinite
		PAC1(04)		01 Oct 81	Indefinite
		PAC1(17)		31 Jan 89*	Indefinite
	Inclusive Tours (except USA)	PAC1(27)		17 Jun 96*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC1(40)003(l)		01 Jan 05	01 Jan 05
		PAC2(02)		01 Oct 80	Indefinite
		PAC2(04)		01 Oct 81	Indefinite
		PAC2(17)		31 Jan 89*	Indefinite
	Inclusive Tours (except USA)	PAC2(27)		17 Jun 96*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC2(40)003(l)		01 Jan 05	01 Jan 05
		PAC3(02)		01 Oct 80*	Indefinite
		PAC3(04)		01 Oct 81	Indefinite
		PAC3(17)		31 Jan 89*	Indefinite
Inclusive Tours (except USA)	PAC3(27)		17 Jun 96*	Indefinite	
	PAC3(38)		01 Nov 03*	Indefinite	
	PAC3(40)003(l)		01 Jan 05	01 Jan 05	
870a	Inclusive Tours—USA	PAC1(02)		01 Oct 80	Indefinite
		PAC1(04)		01 Oct 81	Indefinite
		PAC1(18)003(l)		20 Oct 89*	20 Oct 89
870b	Inclusive Tours—Federal Republic of Germany/Berlin (West)	PAC2(02)		01 Oct 80	Indefinite
		PAC2(04)		01 Oct 81	Indefinite
		PAC2(27)003		17 Jun 96*	17 Jun 96
872 (previously 850d)	Responsibility for Inclusive Tours Sales Except USA	PAC1(02)001cc/872		01 Oct 80	Indefinite
		PAC1(10)003(l)		02 Feb 86	Indefinite
		PAC1(40)003(l)		01 Jan 05	01 Jan 05
		PAC2(02)001cc/872		01 Oct 80	Indefinite
		PAC2(40)003(l)		01 Jan 05	01 Jan 05
		PAC3(02)001cc/872		01 Oct 80*	Indefinite
876	Passenger General Sales Agents (except USA)	PAC3(40)003(l)		01 Jan 05	01 Jan 05
		PAC1(02)		01 Oct 80	Indefinite
		PAC1(Mail A007)		01 Jan 81	Indefinite
		PAC1(06)		05 Oct 83	Indefinite
		PAC1(09)		01 Mar 85	Indefinite
		PAC1/008a(Para(4) only)		07 Jan 86	01 Mar 86
		PAC1/Mail A041(Para(4) only)		12 Feb 86	01 Jan 88
				01 Oct 86*	Indefinite
		PAC1(11)		01 Jan 89*	Indefinite
		PAC1(16)		11 May 92	Indefinite
		PAC1(22)		30 Oct 92*	Indefinite
876	Non-Airline Passenger General Sales Agents (except USA)	PAC1(23)			
		PAC1(26)		30 Jun 95	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC2(02)		01 Oct 80	Indefinite
		PAC2(Mail A007)		01 Jan 81	Indefinite
		PAC2(06)		05 Oct 83*	Indefinite
		PAC2(09)		01 Mar 85*	Indefinite
		PAC2/008a(Para(4)only)		07 Jan 86	01 Mar 86
		PAC2/Mail A041(Para(4) only)		12 Feb 86*	01 Jan 88
				01 Oct 86*	Indefinite
		PAC2(11)		01 Jan 89*	Indefinite
		PAC2(16)		01 Oct 90	Indefinite
		PAC2(20)		11 May 92	Indefinite
		PAC2(22)		30 Oct 92*	Indefinite
PAC2(23)					

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date	
876	Non-Airline Passenger General Sales Agents (except USA)	PAC2(26)		30 Jun 95	Indefinite	
		PAC2(38)		01 Nov 03*	Indefinite	
		PAC3(02)		01 Oct 80	Indefinite	
		PAC3(Mail A007)		01 Jan 81	Indefinite	
		PAC3(05)Expedited		01 Jan 83	Indefinite	
		PAC3(06)		05 Oct 83*	Indefinite	
		PAC3(09)		01 Mar 85*	Indefinite	
		PAC3/008a(Para(4) only)		07 Jan 86	01 Mar 86	
		PAC3/Mail A041(Para(4) only)		12 Feb 86	01 Jan 88	
		PAC3(11)		01 Oct 86*	Indefinite	
		PAC3(16)		01 Jan 89*	Indefinite	
		PAC3(18)		20 Oct 89*	Indefinite	
		PAC3(22)		11 May 92	Indefinite	
		PAC3(23)		30 Oct 92*	Indefinite	
876	Non-Airline Passenger General Sales Agents (except USA)	PAC3(26)		30 Jun 95	Indefinite	
		PAC3(38)		01 Nov 03*	Indefinite	
876b	Notification of Appointment of an Airline as Passenger General Sales Agent (except USA)	PAC1(26)		30 Jun 95	Indefinite	
		PAC2(26)		30 Jun 95	Indefinite	
		PAC3(26)		30 Jun 95	Indefinite	
878	General Concurrence (except USA)	PAC1(38)		01 Nov 03*	Indefinite	
		PAC2(38)		01 Nov 03*	Indefinite	
		PAC3(38)		01 Nov 03*	Indefinite	
		PAC1(47)		15 Feb 11	Indefinite	
		PAC2(47)		15 Feb 11	Indefinite	
		PAC3(47)		15 Feb 11	Indefinite	
880 (previously 203)	Reduced Fares for Approved Passenger Sales Agents (except USA)	112(PAC)203		01 Jan 80	Indefinite	
		PAC1(02)001cc/880		01 Oct 80	Indefinite	
		PAC1(04)		01 Oct 81	Indefinite	
		PAC1(05)		01 Jan 83	Indefinite	
		PAC1(23)		30 Oct 92*	Indefinite	
		PAC1(25)		07 Nov 94	Indefinite	
		PAC1(32)		21 Apr 99*	Indefinite	
		Reduced Fares for Accredited Passenger Sales Agents	PAC1(38)		01 Nov 03*	Indefinite
			Reduced Fares for Approved Passenger Sales Agents	212(PAC)203		01 Jan 80
	PAC2(02)001cc/880				01 Oct 80	Indefinite
	PAC2(04)			01 Oct 81	Indefinite	
	PAC2(05)			01 Jan 83*	Indefinite	
	PAC2(23)			30 Oct 92*	Indefinite	
	PAC2(25)			07 Nov 94	Indefinite	
	Reduced Fares for Accredited Passenger Sales Agents	PAC2(32)		21 Apr 99*	Indefinite	
		PAC2(38)		01 Nov 03*	Indefinite	
	Reduced Fares for Approved Passenger Sales Agents	312(PAC)203		01 Jan 80	Indefinite	
		PAC3(02)001cc/880		01 Oct 80	Indefinite	
		PAC3(04)		01 Oct 81	Indefinite	
		PAC3(05)		01 Jan 83	Indefinite	
		PAC3(23)		30 Oct 92*	Indefinite	
PAC3(25)			07 Nov 94	Indefinite		

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
	Reduced Fares for Accredited Passenger Sales Agents	PAC3(32)		21 Apr 99*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC1(42)		01 Jan 07	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(47)		15 Feb 11	Indefinite
		PAC2(47)		15 Feb 11	Indefinite
880a	IATA/UFTAA Travel Agent Identify (ID) Card (except USA)	PAC3(47)		15 Feb 11	Indefinite
		PAC1(32)		21 Apr 99*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC2(32)		21 Apr 99*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC3(32)		21 Apr 99*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC1(42)		01 Jan 07	Indefinite
		PAC2(42)		01 Jan 07	Indefinite
		PAC3(42)		01 Jan 07	Indefinite
884	Reduced Fares for Delegates Attending Official Joint IATA/UFTAA Meetings  except USA	PAC1(02)		01 Oct 80	Indefinite
		PAC1(04)		01 Oct 81	Indefinite
		PAC1(05)		01 Jan 83	Indefinite
		PAC1(11)		01 Oct 86*	Indefinite
		PAC1(18)003(II)		20 Oct 89*	Indefinite
		PAC1(33)		23 Dec 99*	Indefinite
		PAC2(02)		01 Oct 80	Indefinite
		PAC2(04)		01 Oct 81	Indefinite
		PAC2(05)		01 Jan 83*	Indefinite
		PAC2(11)		01 Oct 86*	Indefinite
		PAC2(33)		23 Dec 99*	Indefinite
		PAC3(02)		01 Oct 80	Indefinite
		PAC3(04)		01 Oct 81	Indefinite
		PAC3(05)		01 Jan 83	Indefinite
		PAC3(11)		01 Oct 86*	Indefinite
884a	Reduced Fare Transportation for National Travel Agency Association Officials except USA	PAC3(33)		23 Dec 99*	Indefinite
		PAC1(05)		01 Jan 83	Indefinite
		PAC1(18)003(II)		20 Oct 89*	Indefinite
		PAC1(33)		23 Dec 99*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC2(05)		01 Jan 83*	Indefinite
		PAC2(33)		23 Dec 99*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC3(05)		01 Jan 83	Indefinite
		PAC3(33)		23 Dec 99*	Indefinite
884b	Free Transportation for UFTAA Delegates Attending Meetings of the Joint IATA/UFTAA Technical Panel on Agents' Professional Training (except USA)	PAC3(38)		01 Nov 03*	Indefinite
		PAC1(08)		08 Oct 84*	Indefinite
		PAC1(11)		01 Oct 86*	Indefinite
		PAC1(18)003(II)		20 Oct 89*	Indefinite
		PAC2(08)		08 Oct 84*	Indefinite
		PAC2(11)		01 Oct 86*	Indefinite
		PAC3(08)		08 Oct 84*	Indefinite
884b	Free Transportation for UFTAA Delegates Attending Joint IATA/UFTAA Meetings on Agents' Professional Training (except USA)	PAC3(11)		01 Oct 86*	Indefinite
		PAC1(25)		07 Nov 94	Indefinite
		PAC1(40)003(I)		01 Jan 05	01 Jan 05
		PAC2(25)		07 Nov 94	Indefinite
		PAC2(40)003(I)		01 Jan 05	01 Jan 05
		PAC3(25)		07 Nov 94	Indefinite
		PAC3(40)003(I)		01 Jan 05	01 Jan 05

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
886 (previously 203b)	Members' Group Vocational Training Trips for Approved Passenger Agents  except USA	112(PAC)203b		01 Jan 80	Indefinite
		PAC1(02)001cc/886		01 Oct 80	Indefinite
		PAC1(04)		01 Oct 81	Indefinite
		PAC1(06)		05 Oct 83	Indefinite
		PAC1(11)		01 Oct 86*	Indefinite
		PAC1(18)003(II)		20 Oct 89*	Indefinite
		PAC1(22)		11 May 92	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		212(PAC)203b		01 Jan 80	Indefinite
		PAC2(02)001cc/886		01 Oct 80	Indefinite
		PAC2(04)		01 Oct 81	Indefinite
		PAC2(06)		05 Oct 83*	Indefinite
		PAC2(11)		01 Oct 86*	Indefinite
		PAC2(22)		11 May 92	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		312(PAC)203b		01 Jan 80	Indefinite
		PAC3(02)001cc/886		01 Oct 80	Indefinite
		PAC3(04)		01 Oct 81	Indefinite
		PAC3(06)		05 Oct 83*	Indefinite
		PAC3(11)		01 Oct 86*	Indefinite
PAC3(22)		11 May 92	Indefinite		
PAC3(38)		01 Nov 03*	Indefinite		
886a (previously 203j)	Reduced Fares for Passenger Agents (IATA/UFTAA Professional Examinations)(within Europe & within Africa)	212(PAC)203j		01 Jan 80	31 Dec 81
		PAC2(02)001cc		01 Oct 80	Indefinite
		PAC2(04)		01 Oct 81	31 Dec 83
		PAC2(06)002(II)		01 Jan 84*	30 Sep 85
		PAC2(10)002(II)		01 Oct 85*	Indefinite
886p	Reduced Fare Transportation for Persons Officially Travelling to Travel Agency Commissioner Hearings (except USA)	PAC1(23)		30 Oct 92*	Indefinite
		PAC2(23)		30 Oct 92*	Indefinite
		PAC3(23)		30 Oct 92*	Indefinite
886y	Members' Group Vocational Training Trips for Certain Listed Sales Intermediaries	PAC3(08)		08 Oct 84*	31 Dec 85
		PAC3(10)002(I)		01 Oct 85*	31 Dec 87
		PAC3(10)		01 Oct 85*	31 Dec 87
		PAC3(14)		01 Jan 88*	31 Dec 88
		PAC3(16)002(I)		01 Jan 89	31 Dec 89
		PAC3(22)022 Expedited		24 Feb 92*	31 Dec 92
		PAC3(23)002		01 Jan 93	31 Dec 93
888 (previously 205 then 880)	Free or Reduced Fare Transportation for IATA Passenger General Sales Agents except USA	PAC1(01)880		01 May 80	Indefinite
		PAC1(02)001cc		01 Oct 80	Indefinite
		PAC1(16)		01 Jan 89*	Indefinite
		PAC1(18)003(II)		20 Oct 89*	Indefinite
		PAC2(01)880		01 May 80	Indefinite
		PAC2(02)001cc		01 Oct 80	Indefinite
		PAC2(16)		01 Jan 89*	Indefinite
		PAC3(01)880		01 May 80	Indefinite
		PAC3(02)001cc		01 Oct 80	Indefinite
		PAC3(16)		01 Jan 89*	Indefinite
890	Card Sales Rules (except USA)	PAC1(38)		01 Nov 03*	Indefinite
		PAC1(40)		01 Jan 05	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC1(43)		01 Jan 08	Indefinite

Resolution	Title	Conference	Intended Effective Date	Declared Effective Date	Expiry Date
		PAC2(43)		01 Jan 08	Indefinite
		PAC3(43)		01 Jan 08	Indefinite
		PAC1(45)		03 Feb 09	Indefinite
		PAC2(45)		03 Feb 09	Indefinite
		PAC3(45)		03 Feb 09	Indefinite
		PAC1(46)		15 Feb 10	Indefinite
		PAC2(46)		15 Feb 10	Indefinite
		PAC3(46)		15 Feb 10	Indefinite
		PAC1(48)		10 Feb 12	Indefinite
		PAC2(48)		10 Feb 12	Indefinite
		PAC3(48)		10 Feb 12	Indefinite
		PAC1(49)		14 Feb 13	Indefinite
		PAC2(49)		14 Feb 13	Indefinite
		PAC3(49)		14 Feb 13	Indefinite
892	Disclosing Another Member's Position Taken at IATA Meetings (previously 816)	PAC1(01)816		01 May 80*	Indefinite
		PAC1(02)001cc		01 Oct 80	Indefinite
		PAC2(01)816		01 May 80	Indefinite
		PAC2(02)001cc		01 Oct 80	Indefinite
		PAC3(01)816		01 May 80	Indefinite
		PAC3(02)001cc		01 Oct 80	Indefinite
892		Disclosure of Positions Taken	PAC1(37)		01 Jan 02*
	PAC2(37)			01 Jan 02*	Indefinite
	PAC3(37)			01 Jan 02*	Indefinite
898	Travel Industry Designators	PAC1(22)Expedited		24 Feb 92*	Indefinite
		PAC1(32)		21 Apr 99*	Indefinite
		PAC2(22)Expedited		24 Feb 92*	Indefinite
		PAC2(32)		21 Apr 99*	Indefinite
		PAC3(22)Expedited		24 Feb 92*	Indefinite
		PAC3(32)		21 Apr 99*	Indefinite
		PAC2(37)		01 Jan 02*	Indefinite
	PAC1(37)		01 Jan 02*	Indefinite	
898a	Electronic Reservation Services Providers (except USA)	PAC1(29)Expedited		08 Oct 97*	Indefinite
		PAC1(Mail A097)		01 Nov 98	Indefinite
		PAC1(36)		02 Oct 01*	Indefinite
		PAC1(38)		01 Nov 03*	Indefinite
		PAC1(40)		01 Jan 05	Indefinite
		PAC2(29) Expedited		08 Oct 97*	Indefinite
		PAC2(Mail A097)		01 Nov 98	Indefinite
		PAC2(36)		02 Oct 01*	Indefinite
		PAC2(38)		01 Nov 03*	Indefinite
		PAC2(40)		01 Jan 05	Indefinite
		PAC3(29)Expedited		08 Oct 97*	Indefinite
		PAC3(Mail A097)		01 Nov 98	Indefinite
		PAC3(36)		02 Oct 01*	Indefinite
		PAC3(38)		01 Nov 03*	Indefinite
		PAC3(40)		01 Jan 05	Indefinite
		PAC1(41)		01 Jan 06	Indefinite
		PAC2(41)		01 Jan 06	Indefinite
		PAC3(41)		01 Jan 06	Indefinite
		PAC1(48)		10 Feb 12	31 Dec 12
	PAC2(48)		10 Feb 12	31 Dec 12	
	PAC3(48)		10 Feb 12	31 Dec 12	

## Section 3—Departures from General Effectiveness

Conference	Resolution <sup>1</sup>	Country	Effective Date
13 PAC	810 (USA)	USA	Section G, Subpara (10)(d) and Para (11) disapproved <sup>1</sup>
PAC(01)	001aa	USA	01 Jun 80
	810 (USA)	USA	Disapproved
	816	USA	01 Jun 80
	820	USA	Subpara (2)(b) disapproved
	890	India	20 Mar 80
PAC(02)	800	Australia	01 Jul 80
	800	Japan	Section C, Subpara (2)(b) disapproved
	800x	Australia	01 Jul 80
	862	Indefinite	05 Sep 80
	870	Indefinite	10 Dec 80
	872	Indefinite	Indefinite
	876a	USA	Para (7) disapproved
PAC(03)	862a	Philippines	15 May 81
PAC(04)	802 Expedited	USA	Section C, Para (6) disapproved
	802b Expedited	USA	Subparagraph (2)(b) disapproved
PAC(05)	818 Expedited	Australia	17 Jul 81
	800 Expedited	India	23 Aug 82
		Nigeria	01 Mar 83
	800	Indefinite	Indefinite
	800a Expedited	India	23 Aug 83
		Nigeria	01 Mar 83
	802	USA	Section FF, Para (7) disapproved
	822	Nigeria	01 Mar 83
	832	Indefinite	Indefinite
	850 Expedited	Indefinite	Indefinite
	880	Indefinite	Indefinite
	884	Indefinite	Indefinite
		UK	Para (6) disapproved
	884a	Nigeria	01 Mar 83
	PAC(Mail 018)	850	Brazil
		India	07 Dec 83
		Nigeria	01 Mar 85
		USA	04 Nov 83
PAC(Mail 019-023)	800	Brazil	22 Jul 83
		India	07 Dec 83
		Nigeria	01 Mar 85
		USA	04 Nov 83
PAC(06)	800, Section M	Germany	31 Jul 83
	All	India	10 Feb 84
		Nigeria	20 May 85
	850b	USA	Disapproved except for feasibility study
PAC(Mail 026)	800x	Canada	08 Dec 83
		India	07 Dec 83
		Nigeria	01 Mar 85
		USA	09 Feb 84

<sup>1</sup> Resolution numbers are those in effect at the time of declaration of effectiveness.

Conference	Resolution <sup>1</sup>	Country	Effective Date		
PAC(07)	All	India	07 Mar 84		
		Nigeria	02 Aug 84		
		UK	29 Dec 83		
PAC(Mail A028)	800	Nigeria	01 Mar 85		
PAC(Mail A030)	806	Portugal	03 Feb 84		
		USA	07 Feb 84		
PAC(Mail A031)	806e	Portugal	03 Feb 84		
		USA	07 Feb 84		
PAC(Mail A032)	800	Australia	07 Mar 84		
		Canada	14 Mar 84		
		Nigeria	01 Mar 85		
PAC(Mail A033)	806	Canada	14 Mar 84		
		Nigeria	01 Mar 85		
PAC(Mail A034)	850	UK	20 Sep 84		
PAC(08)	832 (Areas 2/3) Expedited	Nigeria	20 May 85		
		UK	12 Sep 84		
		USA	08 Jul 85		
	832 (Area 1) Expedited	USA	08 Jul 85		
		Nigeria	20 May 85		
	832a Expedited	UK	12 Sep 84		
		USA	08 Jul 85		
		Nigeria	20 May 85		
	850 Expedited	UK	12 Sep 84		
		USA	08 Jul 85		
		Nigeria	20 May 85		
	884b		UK	12 Sep 84	
			USA	08 Jul 85	
India			18 Jan 85		
Nigeria			20 May 85		
UK			15 Nov 84 (Para (5) disapproved for UK)		
886y		USA	27 Nov 84		
		India	18 Jan 85		
		Nigeria	20 May 85		
		UK	15 Nov 84		
		USA	27 Nov 84		
All others		India	18 Jan 85		
		Nigeria	20 May 85		
		UK	15 Nov 84		
		USA	08 Jul 85		
		USA	29 Dec 84		
PAC(09)	All	India	24 Jul 85		
		New Zealand	25 Apr 85		
		Nigeria	20 May 85		
		USA	29 Dec 84		
PAC1(Mail A035)	800	Australia	11 Jun 85		
		Brazil	11 Jun 85		
		Canada	16 May 85		
		India	11 Jun 85		
		Japan	03 Jul 85		
		Nigeria	19 Aug 85		
		Portugal	07 May 85		
		USA	14 Jun 85		
		PAC1(Mail A036)	800	Brazil	20 Jun 85
				Canada	07 Aug 85
Japan	03 Jul 85				
Nigeria	19 Aug 85				
USA	13 Jul 85				



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Conference	Resolution <sup>1</sup>	Country	Effective Date
PAC(10)	800p Expedited	Canada	05 Jul 85
		Nigeria	19 Aug 85
		USA	19 Jul 85
PAC(10)	800v	USA	12 Sep 86—no antitrust immunity
		All	02 Jan 86
PAC1(Mail A038)	800	India	Outstanding
		Nigeria	02 Feb 86
		USA	02 Feb 86
		Australia	15 Oct 85
		Brazil	16 Oct 85
		Canada	23 Jan 86
		India	03 Oct 85
		Japan	16 Oct 85
		Nigeria	Outstanding
		Philippines	05 Oct 85
PAC(Mail A041) PAC(11)	876(Para(4)) 804 Expedited 804aa Indefinite 804e Indefinite	Portugal	02 Oct 85
		UK	02 Oct 85
		USA	24 Oct 85
		Nigeria	Outstanding
		India	11 Aug 86
		Japan	05 Aug 86
		Nigeria	Outstanding
		USA	12 Sep 86—no antitrust Immunity
		Australia	25 Nov 86
		Greece	05 May 88
PAC(11)	003) 800) 800h) 800x) 804) 850) 862a) 876) 884) 884b) 886)	India	14 Nov 86
		Japan	03 Oct 86
		Portugal	03 Oct 86
		UK	28 Nov 86
		Greece	05 May 88
		UK	28 Nov 86
		Greece	05 May 88
		Greece	05 May 88
		UK	Outstanding
		Greece	Not approved
PAC(11)	806) 806e) 808c 836 838 862 808c	Greece	05 May 88
		UK	28 Nov 86
		Greece	05 May 88
		Greece	05 May 88
		Greece	05 May 88
		UK	Outstanding
		Greece	Not approved
		Greece	05 May 88
		Greece	Deferred
		Greece	Deferred
PAC(12)	832(Area 1) 832(except Area 1)	India	22 Jan 87
		Japan	22 Jan 87
		Nigeria	Outstanding
		USA	Outstanding
		Greece	05 May 88
		Nigeria	Outstanding
		USA	Deferred
		Greece	05 May 88
		Japan	Para (17) deferred
		Nigeria	Outstanding
USA	Deferred		

Conference	Resolution <sup>1</sup>	Country	Effective Date
	850	Greece	05 May 88
		Nigeria	Outstanding
		USA	Deferred
PAC(12)	All Other	Greece	Deferred
		Nigeria	Indefinite
		USA	06 May 87
PAC1(Mail AO44)	800	Canada	09 Feb 87
		Nigeria	Outstanding
PAC(13)	808	Canada	03 Feb 87
	808e	Greece	Deferred (05 May 88)
		India	09 Mar 87
		Nigeria	Outstanding
		USA	18 May 87
PAC(14)	003 Expedited	Brazil	10 Apr 87
	806 Indefinite	Canada	08 Apr 87
	806a Indefinite	Greece	05 May 88
	806c Indefinite	India	23 Jul 87
	806d Indefinite	Japan	10 Apr 87
		Nigeria	Outstanding
		New Zealand	12 May 88
		Philippines	24 Apr 87
		Portugal	15 Apr 87
		UK	10 Apr 87
		USA	Disclaimed jurisdiction
	804 Expedited	Brazil	10 Apr 87
		Greece	05 May 88
		India	23 Jul 87
		Japan	10 Apr 87
PAC(14)		New Zealand	12 May 88
		Nigeria	Outstanding
		Philippines	24 Apr 87
		Portugal	15 Apr 87
		UK	10 Apr 87
		USA	01 Jun 87
	800 Expedited	Greece	05 May 88
		India	23 Jul 87
		New Zealand	12 May 88
		Nigeria	Outstanding
		USA	01 Jan 87
	002(I)	Greece	05 May 88 exc. 808 deferred, 838 not approved
	800	Japan	21 Oct 87
	800b	New Zealand	12 May 88
	800x	Nigeria	Outstanding
	804	USA	20 Oct 87
	808		
	838		
	850		
	002 (II)	Greece	05 May 88
	886y	New Zealand	12 May 88
		Nigeria	Outstanding
PAC3(Mail A045)	806	Canada	30 Nov 87
		Nigeria	Outstanding
		Philippines	27 Nov 87

Conference	Resolution <sup>1</sup>	Country	Effective Date
PAC1(Mail A046)	804	Greece	22 Dec 87
		India	21 Jan 88
		Nigeria	Outstanding
		Philippines	15 Jan 88
		USA	18 Dec 87 (received on 22 Dec)
PAC(15)	810, 810d, 810e	Greece	05 May 88
		India	25 Mar 88
		New Zealand	24 May 88
		Nigeria	Outstanding
		U.K.	20 May 88
	All others	Greece	Deferred
		India	25 Mar 88
		New Zealand	24 May 88
		Nigeria	Outstanding
		New Zealand	02 Mar 88
PAC1(Mail A051)	800	Nigeria	Outstanding
		Philippines	09 Mar 88
		India)	11 Aug 88
PAC(16)	800 Expedited	Nigeria)	Outstanding
	850 Expedited	U.K.)	11 Oct 88
PAC1(Mail A053)	800	Australia	14 Mar 89
		Canada	22 Feb 89
		Japan	07 Sep 88
		Nigeria	Outstanding
		Philippines	06 Sep 88
		Portugal	06 Sep 88
		USA	06 Sep 88
		Greece	Not approved
		India	18 Nov 88
		Nigeria	Outstanding
PAC(16)	838	Portugal	03 Oct 88
		UK	11 Oct 88
		Not declared effective	
		India	18 Nov 88
		Nigeria	Outstanding
	002(II) All Others	Portugal	03 Oct 88
		UK	11 Oct 88
		Australia	Not declared effective
		Greece	Not declared effective
		India	05 Apr 89
PAC(17)	806 834b	New Zealand	Outstanding
		UK	13 Feb 89
		India	05 Apr 89
		New Zealand	Outstanding
		UK	13 Feb 89
	All Others	India	10 Feb 89
		Nigeria	22 Feb 89
		UK	Outstanding
		India	10 Feb 89
		Nigeria	22 Feb 89
PAC1(Mail A056)	804	UK	Outstanding
		India	10 Feb 89
		Nigeria	22 Feb 89
PAC1(Mail A057)	806	UK	Outstanding
		India	10 Feb 89
		Nigeria	22 Feb 89
PAC1(Mail A058)	808	UK	Outstanding
		India	10 Feb 89
		Nigeria	22 Feb 89

Conference	Resolution <sup>1</sup>	Country	Effective Date
PAC1(Mail A071)	810	UK	Outstanding
		India	Outstanding
		Nigeria	Outstanding
PAC(18) Expedited	800	UK	Outstanding
		Brazil	23 Aug 89
		India	27 Jul 89
		New Zealand	Outstanding
		Nigeria	28 Jul 89
		800x/)	27 Jul 89
PAC(18)	806f)	New Zealand	Outstanding
		Nigeria	28 Jul 89
	800aa	Canada	14 Dec 89
		Greece	Outstanding
		India	Outstanding
		New Zealand	Outstanding
		Nigeria	06 Nov 89
		UK	outstanding
	002b) 832) 834a)	Canada	14 Dec 89
		Greece	Outstanding
		India	Outstanding
		New Zealand	Outstanding
All others		Nigeria	06 Nov 89
		USA	Subpara(10)(f) disapproved
		Canada	14 Dec 89
		Greece	Outstanding
		India	Outstanding
		New Zealand	Outstanding
		Nigeria	06 Nov 89
PAC(19)	All	India	Outstanding
		New Zealand	Outstanding
		Nigeria	Outstanding
		Australia	Outstanding
PAC1(Mail A079)	800 (Ecuador)	Brazil	12 Dec 89
		Canada	Outstanding
		Greece	Outstanding
		India	23 Mar 90
		New Zealand	Outstanding
		Philippines	13 Dec 89
		Greece	Outstanding
		Nigeria	07 May 90
PAC3(Mail A080)	002b	Greece	Outstanding
		Nigeria	07 May 90
PAC3(Mail A081)	002b	Greece	Outstanding
		Nigeria	07 May 90
PAC(20)	All	Nigeria	Outstanding
		Portugal	27 Sep 90
		UK	23 Oct 90
PAC(21) Expedited	002, 003, 800x	Greece	Outstanding
		India	Outstanding
		New Zealand	20 Feb 91
		Nigeria	19 Feb 91
PAC(21)	All except 002, 003, 800x	Japan	03 Oct 91
		Nigeria	Outstanding
PAC(22) Expedited	All	Nigeria	Outstanding
		U.K.	05 Mar 92

Conference	Resolution <sup>1</sup>	Country	Effective Date
PAC(23)	002, 800(2 & 3)	India	12 Sep 92
Expedited	800t, 816	Nigeria	Outstanding
PAC(23)	All	Greece	Outstanding
		India	21 Dec 92
		New Zealand	12 Nov 92 (except 824)
PAC(24)	All	Nigeria	Outstanding
Expedited			
PAC(24)	All	Nigeria	Outstanding
PAC(25)	All	India	07 Sep 94
Expedited		Nigeria	Outstanding
		United Kingdom	23 Sep 94
PAC(25)	All	Nigeria	Outstanding
		United Kingdom	05 Dec 94
PAC(26)	All	Brazil,	Outstanding
		India	27 Jul 95
		Nigeria	Outstanding
		United Kingdom	09 Aug 95
PAC(27)	Expedited	UK	5 Feb 96
		Canada	13 March 96
		Nigeria	Outstanding
PAC(28)	Normal	Nigeria	Outstanding
	All	Australia	01 Nov 96
		UK	29 Nov 96
		Nigeria	Outstanding
PAC(29)	Expedited	India	Outstanding
		Nigeria	Outstanding
	Normal	India	Outstanding
		New Zealand	Outstanding
PAC(30)	All	Nigeria	Outstanding
		Australia	Outstanding
		Brazil	Outstanding
		Japan	Outstanding
		Nigeria	Outstanding
		Phillippines	Outstanding
PAC(31)	All	India	Outstanding
		Italy	Outstanding
		Japan	Outstanding
		Nigeria	Outstanding
PAC(32)	Expedited	India	Outstanding
		Italy	Outstanding
		Japan	Outstanding
		Nigeria	Outstanding
	Normal	India	Outstanding
		Italy	Outstanding
		Japan	Outstanding
		Nigeria	Outstanding
PAC(33)	Normal	China	Outstanding
		India	Outstanding
		Italy	Outstanding
		Nigeria	Outstanding
PAC(34)	All	China	Outstanding
		India	Outstanding
		New Zealand	Outstanding

Conference	Resolution <sup>1</sup>	Country	Effective Date
PAC(35)	All	Nigeria	Outstanding
		China	Outstanding
		Japan	Outstanding
		New Zealand	Outstanding
PAC(36)	All	Nigeria	Outstanding
		China	Outstanding
		India	Outstanding
		New Zealand	Outstanding
PAC(37)	All	Nigeria	Outstanding
		China	Outstanding
		India	Outstanding
		New Zealand	Outstanding
PAC(42)	800b, 800t, 832	Nigeria	Outstanding
		Philippines	Outstanding
		New Zealand	Outstanding

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## Section 4—List of Conferences and Meetings

### A. PERMANENT COMMITTEE

#### Passenger Agency Committee

Geneva	May 1978	—11th PAC
Singapore	April 1979	—12th PAC
Geneva (Special)	September 1979	—13th PAC

### B. PASSENGER AGENCY CONFERENCE

Hollywood, (FL)	(Special)	November 1979	—PAC(01)
San Jose, (CA)	(First)	April 1980	—PAC(02)
Geneva	(Special)	January 1981	—PAC(03)
Geneva	(Second)	May 1981	—PAC(04)
Hartford, (CT)	(Third)	May 1982	—PAC(05)
Manila	(Fourth)	April 1983	—PAC(06)
Geneva	(Special)	July 1983	—PAC(07)
Nice	(Fifth)	May 1984	—PAC(08)
Miami	(Special)	October 1984	—PAC(09)
Miami	(Sixth)	May 1985	—PAC(10)
Seoul	(Seventh)	May 1986	—PAC(11)
Geneva	(Special)	July 1986	—PAC(12)
Geneva	(Special)	October 1986	—PAC(13)
Singapore	(Eighth)	February 1987	—PAC(14)
Geneva	(Special)	November 1987	—PAC(15)
Miami	(Ninth)	April 1988	—PAC(16)
Lisbon	(Special)	October 1988	—PAC(17)
Madrid	(Tenth)	May 1989	—PAC(18)
Geneva	(Special)	October 1989	—PAC(19)
Geneva	(Eleventh)	May 1990	—PAC(20)
Montreal	(Twelfth)	November 1990	—PAC(21)
Singapore	(Thirteenth)	October 1991	—PAC(22)
Geneva	(Fourteenth)	May 1992	—PAC(23)
Coral Gables, (FL)	(Fifteenth)	April 1993	—PAC(24)
Singapore	(Sixteenth)	June 1994	—PAC(25)
Geneva	(Seventeenth)	January 1995	—PAC(26)
Miami	(Eighteenth)	November 1995	—PAC(27)
Kuala Lumpur	(Nineteenth)	June 1996	—PAC(28)
Miami Beach	(Twentieth)	May 1997	—PAC(29)
Geneva	(Special)	November 1997	—PAC(30)
Geneva	(Special)	September 1998	—PAC(31)
Geneva	(Twenty-first)	September 1998	—PAC(32)
Geneva	(Twenty-second)	May 1999	—PAC(33)
Fort Lauderdale, (FL)	(Special)	November 1999	—PAC(34)
Geneva	(Twenty-third)	June 2000	—PAC(35)
Hong Kong (SAR), China	(Twenty-fourth)	June 2001	—PAC(36)
Miami, (FL)	(Twenty-fifth)	June 2002	—PAC(37)
Geneva	(Twenty-sixth)	July 2003	—PAC(38)
Geneva	(Special)	March 2004	—PAC(39)
Geneva	(Twenty-seventh)	May 2004	—PAC(40)
Singapore	(Twenty-eighth)	June 2005	—PAC(41)
Geneva	(Twenty-ninth)	June 2006	—PAC(42)
Geneva	(Thirtieth)	June 2007	—PAC(43)

Singapore	(Special)	December 2007	—PAC(44)
Geneva	(Thirty-first)	October 2008	—PAC(45)
Geneva	(Thirty-second)	October 2009	—PAC(46)
Geneva	(Thirty-third)	October 2010	—PAC(47)
Singapore	(Thirty-fourth)	October 2011	—PAC(48)
<input type="checkbox"/> Abu Dhabi	(Thirty-fifth)	October 2012	—PAC(49)

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