



Memorandum

CASS Canada 13-09 (VIA email)

To: IATA Accredited Cargo Agents & CASS Associates

From: Michael Guenther
Country Manager

Date: 02 December 2009

Subject: CASS *Pre-Authorized Debit Agreement*

Dear Agent,

The Canadian Payments Association has implemented new requirements for all pre-authorized debits (PADs).

In order to comply with these changes, CASS Canada has reviewed its banking processes, and is implementing a *Pre-Authorized Debit Agreement* (the Agreement) for all CASS Agents & Associates. To continue with the current settlement process for CASS via direct debit, all Agents are hereby requested to execute a copy of this Agreement and return it by mail prior to December 30th, 2009.

It is important to note that despite the above, any Agent who does not return the new Agreement duly signed by December 30th 2009 will be deemed to have executed the *Pre-Authorized Debit Agreement* and will be bound by it. Agents may, however, opt out at any time of the Agreement, on 21-day prior notice to CASS Canada (certain conditions will apply to their remittances).

Please find attached a copy of the *Pre-Authorized Debit Agreement* as well as a copy of the 2010 Calendar of Settlement Dates.

Thank you for your prompt attention in this matter,

Sincerely,
Michael Guenther

International Air Transport Association
800 Place Victoria
P.O. Box 113
Montreal, QC H4Z 1M1
Canada
Tel: +1 514 874 0202
Fax: +1 514 874 1753

Mémoire

CASS Canada 13-09 (VIA courriel)

À : Agents de Fret Accrédités et CASS Associates

De: Michael Guenther
Country Manager

Date: Le 2 décembre 2009

Objet: Convention d'Autorisation Relative aux
Débits Pré-Autorisés CASS

Cher agent,

Veillez noter que l'Association Canadienne des Paiements a introduit de nouvelles règles concernant les Débits Pré-Autorisés (DPAs).

Afin d'être en conformité avec ces changements, CASS Canada a révisé ses procédures bancaires et met en place une nouvelle *Convention d'Autorisation Relative aux Débits Pré-Autorisés* (la Convention) pour tous les Agents et « Associates » CASS. Afin de continuer avec le processus courant de règlement par débit automatique, les Agents sont priés de signer et retourner par la poste une copie de ladite Convention avant le 30 décembre 2009.

En plus de ce qui précède, il est important de noter que tout Agent qui n'aura pas signé et retourné ladite Convention avant le 30 décembre 2009 sera réputé l'avoir signée et sera lié par ses termes.

Veillez également prendre note du fait qu'il est en tout temps possible de se soustraire à ladite Convention au moyen d'un préavis écrit de 21 jours adressé à CASS Canada (certaines conditions s'appliqueront dès lors à leurs règlements).

Veillez trouver ci-joint une copie de *la Convention d'Autorisation Relative aux Débits Pré-Autorisés CASS* ainsi que le calendrier des dates de règlements pour 2010.

Sincèrement,
Michael Guenther



CASS Canada Pre-Authorized Debit (PAD) Agreement

A. Settlement Account Information

The Agent hereby authorizes IATA to draw payment debits in variable amounts for the sums owing from time to time to IATA by the Agent under its Cargo Agency Agreement or its CASS Associate Agreement (hereinafter, as is applicable to the undersigned Agent, a “Carrier Representation Agreement”) and in connection with the operations of CASS Canada:

_____	_____	
<i>Name of Agent’s Bank</i>	<i>Street Address</i>	
_____	_____	_____
<i>City</i>	<i>Province</i>	<i>Postal Code</i>
_____	_____	
<i>Account Number</i>	<i>Branch Number - Institution Number</i>	
_____	_____	

The payment debits will have a value date as of the Settlement Date of each of the Reporting Period provided by the CASS Calendar of Settlement Dates for Canada published yearly by IATA. For each Reporting Period, IATA will dispatch to the CASSlink website a Billing Report in respect of the Agent which will indicate the amount of the payment debit for the Reporting Period. This dispatch shall always take place at least three (3) business days prior to the Settlement Date. It is the responsibility of the Agent to access the Billing Report dispatched to CASSlink.

_____, this _____, 20__

Name of the Accredited Agent

Authorized signature

CASS #

General conditions of the PAD Agreement

1. **Signing Authority.** The Agent hereby warrants and guarantees that all persons whose signatures are required on the account identified herein have duly authorized or executed this Agreement.
2. **Business PADs.** The payment debits herein will be treated as Business PADs.
3. **Waiver of Pre-Notification.** The Agent hereby waives any requirement for any advance notice or notification by IATA of the amount and occurrence of any payment debit, other than as provided herein, and as stipulated in the CASS Calendar of Settlement Dates for Canada .
4. **Changes to Account information.** Any changes to the account information provided above must be communicated to IATA at the contact information below at least twenty-one (21) days prior to coming into force.
5. **Revocation of the debit authorization.**
 - 5.1 The Agent has the right at any time to revoke its debit authorization upon twenty-one (21) days prior written notice.
 - 5.2 For greater certainty, revocation of the debit authorization hereunder does not terminate any other obligations in existence between the Agent and IATA, including pursuant to the Carrier Representation Agreement.
6. **Agent's Compliance with Applicable Laws.** The Agent acknowledges and agrees that it remains its sole and exclusive responsibility to comply with all laws, statutes, regulations and/or by-laws, of any governmental authority, whether of general applicability or of specific applicability to the Agent as a member of the industry or otherwise.
7. **Governing Law.** This Agreement shall be governed by the laws of the Province or Territory where the main place of business of the Agent in Canada is located, and the laws of Canada applicable therein. The parties to this Agreement irrevocably agree to submit to the jurisdiction of the Courts of the said Province or Territory.
8. **Canadian Payment Association Rule H1 Mandatory Statements.** You have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca. You may also obtain a simple cancellation form, or further information on your right to cancel this PAD Agreement at your financial institution or by visiting the Canadian Payment Association website, at the above noted web site.
9. **IATA Contact Information.** For any inquiry or notice hereunder, or to seek recourse in the event of an error or improperly authorized payment debit, the Agent may contact CASS Canada by phone, fax or email at the contact following details :

CASS Canada
800, square Victoria
P.O. Box 113
Montréal, Québec
CANADA H4Z 1A1
Customer Portal: www.iata.org/americas
Telephone: (514) 874-0202 ext 6841
Fax: (514) 874-1753

10. Consistency. The terms of this Agreement are in addition to, and subject to the terms of the Carrier Representation Agreement, as they may be amended from time to time, which Carrier Representation Agreement shall remain in full force and effect. To the extent of any inconsistency between the terms hereof and those of the Carrier Representation Agreement the terms of the Carrier Representation Agreement shall prevail.

11. Language of this Agreement. It is the express wish of the parties that the Agreement and any related documents be drawn up in English / *Les parties confirment leur volonté expresse à ce que cette convention et tous les documents s'y rattachant soient rédigés en anglais.*



2010 CASS CALENDAR

		Airlines		For All					
Per. No.	Report Period	Deadline for Billing and EDI Participants		Deadline for Processing DCMs/CCAs		Deadline for Airlines to Review Adjustments		Settlement Date Day and Date	
1	Jan 1 - 15	Fri	22-Jan	Mon	1-Feb	Mon	5-Feb	Fri	12-Feb
2	16 - 31	Mon	8-Feb	Tue	16-Feb	Tue	22-Feb	Mon	1-Mar
3	Feb 1 - 15	Mon	22-Feb	Tue	2-Mar	Tue	9-Mar	Tue	16-Mar
4	16 - 28	Mon	8-Mar	Tue	16-Mar	Mon	22-Mar	Mon	29-Mar
5	Mar 1 - 15	Mon	22-Mar	Tue	30-Mar	Tue	6-Apr	Mon	12-Apr
6	16 - 31	Wed	7-Apr	Fri	16-Apr	Fri	23-Apr	Fri	30-Apr
7	Apr 1 - 15	Thu	22-Apr	Mon	3-May	Fri	7-May	Fri	14-May
8	16 - 30	Fri	7-May	Tue	18-May	Mon	24-May	Mon	31-May
9	May 1 - 15	Mon	24-May	Wed	2-Jun	Tue	8-Jun	Mon	14-Jun
10	16 - 31	Mon	9-Jun	Tue	15-Jun	Wed	23-Jun	Mon	28-Jun
11	Jun 1 - 15	Tue	22-Jun	Wed	30-Jun	Thu	8-Jul	Thu	15-Jul
12	16 - 30	Wed	7-Jul	Thu	15-Jul	Fri	23-Jul	Fri	30-Jul
13	Jul 1 - 15	Thu	22-Jul	Fri	30-Jul	Fri	6-Aug	Fri	13-Aug
14	16 - 31	Mon	9-Aug	Tue	17-Aug	Mon	23-Aug	Mon	30-Aug
15	Aug 1 - 15	Mon	23-Aug	Tue	31-Aug	Tue	7-Sep	Mon	13-Sep
16	16 - 31	Tue	7-Sep	Wed	15-Sep	Thu	23-Sep	Thu	30-Sep
17	Sep 1 - 15	Wed	22-Sep	Thu	30-Sep	Thu	7-Oct	Thu	14-Oct
18	16 - 30	Thu	7-Oct	Fri	15-Oct	Fri	22-Oct	Fri	29-Oct
19	Oct 1 - 15	Fri	22-Oct	Mon	1-Nov	Mon	8-Nov	Tue	15-Nov
20	16 - 31	Mon	8-Nov	Wed	17-Nov	Tue	23-Nov	Mon	29-Nov
21	Nov 1 - 15	Mon	22-Nov	Tue	30-Nov	Tue	7-Dec	Mon	13-Dec
22	16 - 30	Wed	7-Dec	Wed	15-Dec	Thu	23-Dec	Thu	30-Dec
23	Dec 1 - 15	Thu	22-Dec	Fri	31-Dec	Fri	7-Jan	Fri	14-Jan
24	16 - 31	Fri	7-Jan	Mon	17-Jan	Mon	24-Jan	Mon	31-Jan

IATA - CASS Canada
 800 Place Victoria, P.O. Box 113
 Montreal, QC., H4Z 1M1
 Tel.: (514) 874 0202 ext. 6841
 Fax: (514) 874 1753
 Portal: http://www.iata.org/customer_portal_americas