



MEMORANDUM

TO: CASS Canada Participating Airlines

FROM: IATA CASS Canada

DATE: May 21st 2010

SUBJECT: CASS Canada Pre-Authorized Debit Agreement

Dear Member,

In 2009, the Canadian Payments Association implemented new requirements for all pre-authorized debits (PADs). In order to continue the existing settlement process via direct debits and credits, all CASS Agents and Associates were required to submit signed Pre-Authorized Debit Agreements to CASS Canada.

In order to fully comply with the CPA's changes, our Clearing Bank has also requested Pre-Authorized Debit Agreements from all CASS Participating Airlines. The PAD will allow CASS Canada to debit an airline in the event of amounts due for a CASS reporting period.

Important: Any amounts due will be indicated on the Airline Billing Reports available via CASSlink, and debited on the respective period's settlement date. Please refer to the CASS reporting calendar for the complete list of settlement dates.

Please find attached the Airline Pre-Authorized Debit Agreement for CASS Canada, applicable for both CASS Export and soon-to-be launched CASS Import.

Kindly return a duly signed copy of the Pre-Authorized Debit Agreement to our offices by no later than June 15th 2010.

Thank you for your prompt attention in this matter.

Sincerely,
IATA CASS Canada

CASS Canada
Airlines Pre-Authorized Debit (PAD) Agreement

Settlement Accounts Information

The undersigned airline (the "Airline") hereby authorizes IATA to draw payment debits in variable amounts for the sums owing from time to time by the Airline as a result of the Airline's participation in the IATA Cargo Accounts Settlement System for Canada (herein after the "CASS"), including any amount owing pursuant to any and all resolution, rule, regulation or policy applicable to the operations of the CASS, from the following bank accounts:

a) regarding any sums owing in respect of the operations of **CASS Export**:

_____	_____
<i>Name of Airline'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>

b) regarding any sums owing in respect of the operations of **CASS Import**:

_____	_____
<i>Name of Airline'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 Airline 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 Airline to access the Billing Report dispatched to CASSlink.

Signature Date: _____, this _____, 20____

Complete Corporate Name of the Airline: _____

Airline Numeric Code # _____

Duly Authorized Signature: _____

Name of Signatory (in block letters): _____

Job/Title/Position of Signatory: _____

General conditions of the PAD Agreement

1. **Signing Authority.** The Airline 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 Airline 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 Airline 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 Airline and IATA.
6. **Airline's Compliance with Applicable Laws.** The Airline 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 Airline 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 Airline 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 sample 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 Airline 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 1M1
Customer Service Portal: www.iata.org/customer
Telephone: (514) 390-6841
Fax: (514) 874-1753

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