

RESOLUTION 801a(II) Cargo Agency Agreement (II)

CAC1(34,53)801a (except USA) (amended) CAC2(34,53)801a (amended) CAC3(34,53)801a (amended)	Expiry: Indefinite Type: B
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RESOLVED that, the following form of Cargo Agency Agreement (version II) is adopted, with an implementation date to be decided by the Cargo Agency Conference:

CARGO AGENCY AGREEMENT

△ AN AGREEMENT made this day of 20 BETWEEN each IATA Member (hereinafter called 'Carrier') which thereafter appoints the Agent as provided in the Cargo Agency Rules, represented by the Director General of IATA or their authorised representative acting for and on behalf of such IATA Members AND having its principal office at (hereinafter called 'the Agent') with respect to the promotion and sale of international air cargo transportation (hereinafter referred to as 'air cargo transportation') within (specific country of the Agent) (hereinafter called 'the Specified Country') and the handling and delivery to Carriers of cargo consignments within the Specified Country and at the following airport(s) in (a) country(ies) immediately adjacent to the Specified Country

WHEREBY IT IS AGREED AS FOLLOWS:

1. Effectiveness

this Agreement shall become effective between the Agent and a Carrier upon appointment of the Agent by such Carrier in accordance with the Cargo Agency Rules in effect in all countries except USA. A Carrier may appoint the Agent by means of individual appointment or by general concurrence. 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 Cargo 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 Cargo Agency Rules,

2.1(a)(ii) 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. Any amendment to such Rules and Resolutions shall be subject to a consultative process which forms part of the machinery used to amend such Rules and Resolutions and is described in the Handbook;

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;

2.3 the Agency Administrator shall provide the Agent with subsequent editions of the Handbook and all amendments thereto. The Agent shall be notified of any amendments to the contents of the Handbook and such amendments shall be deemed to be incorporated herein;

2.4 the terms and expressions used in this Agreement shall, unless the context otherwise requires, have the meanings respectively provided for in the Cargo 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 this Paragraph, and any of the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Scope of Agent's Authority

3.1 the authority of the Agent to represent the Carrier shall be specifically limited to the authority expressly granted by this Agreement;

3.2 subject to the provisions of this Agreement, the Agent shall represent the Carrier in the sale of air cargo transportation other than mail over the services of the Carrier and, when authorised by the Carrier, over the services of other air carriers with which the Carrier has an interline agreement;

3.3 with respect to the Carrier's aircraft or route by which any consignment is to be transported and as to any service to be furnished by the Carrier, the Agent shall make only such representations as are authorised in this Agreement or may thereafter be authorised by the Carrier;

3.4 when the Agent consolidates goods and delivers them in one consignment to the Carrier ready for carriage on behalf of a number of shippers or Agents, the provisions of this Agreement shall apply only in respect of the Air Waybill issued in the name of the Carrier and which covers the consolidated consignment.

3.5 In the event that an Agent seeks to purchase air cargo transportation service from the Carrier on behalf of a third party and tender a shipment to the Carrier as the shipper's agent for such third party appearing as "Shipper" on the air waybill or electronic shipment record, Carrier and Agent shall agree bilaterally on the terms and indemnities applicable to such shipments. Absent such agreement, Agent hereby accepts all terms and conditions previously agreed with Carrier when Agent is shipping in its own name as Shipper for such shipments including all obligations of Shipper under Carrier's Conditions of Carriage and applicable liability conventions.

4. Observance of Laws and Regulations

the Agent shall observe all Government laws and regulations applicable to the sale of air cargo transportation, or to any other acts performed by the Agent under this Agreement.

5. General Provisions

5.1 the Agent undertakes that the sale of air cargo transportation and handling of consignments performed under this Agreement by the Agent or by its officers or employees shall be in strict compliance with the rates, rules and conditions applicable to such transportation as published in the Carrier's Conditions of Carriage or in its tariffs, timetables, notices, instructions and elsewhere unless otherwise agreed between the Carrier and the Agent. The Carrier shall furnish the Agent with the necessary information;

5.2 the Agent undertakes to maintain at all places where it makes air cargo ready for carriage the premises, staff and equipment required by the Cargo Agency Rules;

5.3 the Agent shall adhere to security control measures as prescribed by the responsible authority(ies), and shall also adhere to any other such measures that may be required under IATA Resolutions and are stipulated in the Handbook;

5.4 the Agent shall not in any manner vary or modify the terms and conditions set forth in any documents and instructions of the Carrier;

5.5 the Agent shall transmit to the Carrier such specific requests or particulars in connection with each consignment as may be proper to enable the Carrier to render efficient service to its customers; provided that any such requests or particulars transmitted by electronic means should be in conformity with established industry standards;

5.6 the Agent shall ensure that consignments are delivered to the Carrier at any Airport designated by the Carrier for general acceptance of all consignments properly packed, marked, documented, addressed and labelled in accordance with applicable IATA Resolutions so as to be ready for carriage;

5.7 if the Agent accepts goods for carriage by air without the carrier(s) being specified, the Agent shall be liable for such goods until they have been delivered to the Carrier;

5.8 the Agent shall maintain adequate insurance where available to cover its liability under this Agreement for loss of or damage to shippers' cargo;

△ **5.9** the Agent shall not accept for delivery to the Carrier a consignment consisting of or containing a commodity classified as dangerous goods according to the current edition of the IATA Dangerous Goods Regulations without a certificate in the IATA agreed form signed by the shipper stating that the commodity is properly described by name and is packed, marked and labelled and is in proper condition for carriage by air according to the IATA Dangerous Goods Regulations. The Agent or the staff employed by the Agent may sign such declaration if they have been authorised by the shipper to act on their behalf to undertake shipper's responsibilities in the preparation, packing, marking and labeling of the consignment and has been trained as required in subsection 1.5 of the applicable IATA Dangerous Goods Regulations.

6. Agency Designation

6.1 the Agent may represent itself on letterheads, advertising, telephone listings and classifications, office signs, and otherwise as an 'Agent' or 'Cargo Agent' representing the Carrier, but shall not use any other designation which would indicate or imply in any way that its office is an office of a Member;

6.2 the name(s) under which the activities of the Agent are conducted, or under which any of its offices are operated, shall only be such as is set forth in this Agreement, is registered with IATA and appears on the Cargo Agency List.

7. Advertising and Publicising the Members's Services

the Agent shall make known and shall promote the services of the Carrier in every way reasonably practicable including the use of display, promotional or publicity material that such Carrier may supply; provided that any such material of a permanent or valuable nature and so designated by the Carrier shall remain the property of such Carrier.

8. Custody and Execution of Air Waybills

8.1 Air Waybills shall be executed by the Agent only in such country for which the Agent is duly registered with IATA and appears on the Cargo Agency List. The Carrier shall, upon presentation of any such Air Waybills, properly executed by the Agent hereunder, and upon surrender of the Carrier's copies of such Air Waybills, accept the consignments therein described for air cargo transportation by the Carrier;

8.2 the Agent shall be responsible for the safe custody and care of Air Waybills and Air Waybill serial numbers supplied to the Agent for use in an electronic environment which it may use to cover transportation under this Agreement while they are in its possession and shall be responsible to the Carrier for any damage, loss or expenses suffered by the Carrier as a result of the use or misuse of such Air Waybills or Air Waybill serial numbers by the agent;

8.3 the Carrier's Air Waybills supplied to the Agent and Air Waybill serial numbers supplied to the Agent for use in an electronic environment are and remain the sole property of the Carrier during the period that they are in the custody of the Agent, and the Agent acknowledges and agrees that it has no proprietary right to such documents or Air Waybill serial numbers. The Carrier may at any time at its sole discretion require that the Agent return such documents, and the Agent agrees to surrender these documents forthwith to the Carrier; furthermore, the Carrier may, at any time at its sole discretion, require the Agent to cease and desist from issuing Neutral Air Waybills in the Carrier's name;

8.4 the Agent shall not execute Air Waybills supplied by the Carrier in connection with the sale of air cargo transportation offered by any other air carrier unless the Carrier has so authorised the Agent in writing;

8.5 the Agent shall not execute the Air Waybill until the complete consignment has been received by the Agent.

9. Monies Due by Agents to Members—Remittance

9.1/9.1.1 the Agent shall be responsible for the payment of any and all monies due to the Carrier under this Agreement resulting from the issuance of any transportation documents in the name of the Carrier and/or from the sale of any ancillary services under this agreement;

9.1.2 the responsibility for payment pursuant to Subparagraph 9.1.2 shall apply whether or not such monies have been collected by the Agent;

9.2/9.2.1 such monies, including applicable commission which the Agent is entitled to claim thereunder, are and remain the property of the Carrier;

9.2.2 such monies 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 in accordance with the Cargo Agency Rules, even though, pursuant to such Rules, the Agent may have been authorised to retain temporary custody of such monies;

9.2.3 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.

10. Settlement

10.1 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 writing, in accordance with the provisions of the Cargo Agency Rules;

10.2 in the event that the Agent is declared bankrupt, placed in receivership or judicial administration, goes into liquidation, or becomes subject to a similar legal procedure affecting the normal operation of the Agent, all monies due in connection with this Agreement shall be settled immediately.

11. Refunds

the Agent shall make refund only on written instructions of the Carrier and against the receipt of the person authorised to receive the refund in accordance with the tariffs, rules, regulations and instructions issued by the Carrier, and shall not assess or withhold from the refund payee any amount as a service charge or otherwise.

12. Remuneration

the Carrier shall remunerate the Agent for services rendered under this Agreement, in a manner and amount as stated from time to time and communicated to the Agent by the Carrier.

13. Transfer, Assignment, Change of Legal Status, Ownership, Name or Address

13.1 this Agreement, and the right to any remuneration payable hereunder shall not be assigned or otherwise transferred in whole or in part by the Agent to any other person or persons;

13.2 in the event that the Agent proposes to effect any change(s) in the legal status, ownership, name and/or address (within the meaning of these expressions as used in the Cargo Agency Rules) the Agent undertakes to comply with the detailed procedures as set forth in Section 5 of those Rules.

14. Termination

14.1 this Agreement may be terminated without prejudice to fulfilment by each party of all obligations accrued prior to the date of termination:

14.1.1 as between the Agent and the Carrier, at any time but not less than 15 days notice in writing by either party to the other;

14.1.2 as between the Agent and all the Carriers:

14.1.2(a) by notice in writing from the Agent to the Agency Administrator to take effect immediately on its receipt, or on such later date as may be stated in the notice;

14.1.2(b) pursuant to a decision of the Agency Commissioner, the Agency Administrator or an Arbitration Board in accordance with the Cargo Agency Rules, by notice in writing given to the Agent by the Agency Administrator acting on behalf of the Carriers, to take effect in accordance with the Cargo Agency Rules;

14.2 upon termination of the Agreement, the Agent shall immediately return all unused Air Waybills held by the Agent and effect immediate settlement of all monies due and payable under the terms of this Agreement substantiated by complete and satisfactory accounting therefor. The Agent shall be liable for any loss or damage suffered by the Carrier arising out of the loss or misuse by the Agent of such Air Waybills, or the misuse by the Agent of any Air Waybill serial numbers supplied to the Agent for use in an electronic environment, which were in the possession of the Agent at the termination of the Agreement and were not duly returned.

15. Arbitration

if any matter is reviewed by arbitration pursuant to the Cargo 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.

16. Indemnities and Waiver

16.1 the Carrier agrees to indemnify and hold harmless the Agent, its officers and employees from liability for any injury, loss or damage 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 injury, loss or damage is caused or contributed to by the Agent, its officers or employees;

16.2 the Agent agrees to indemnify and hold harmless the Carrier, its officers and employees from liability for any loss, injury, or damage arising from any negligent act or omission of the Agent, its officers or employees, in performing or in breach of this Agreement, except to the extent that such injury, loss or damage is caused or contributed to by the Carrier, its officers or employees;

16.3 the Agent recognises that the Carrier, other Members of IATA, the Director General, the Agency Administrator, the Agency Commissioner and the CASS Management are required under the Cargo Agency Rules to issue notices, give

directions, and take other action under those Rules, including in the circumstances therein provided giving notices of irregularity and default, notices of alleged violations, and notices of grounds for removing an Agent from the Cargo Agency List or for reprimanding an Agent. The Agent hereby waives any and all claims and causes of action against the Carrier, other Members of IATA, and IATA, and against 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 the Cargo Agency Rules and indemnifies them against any such claims by the Agent's officers or employees.

17. Agency Fees

the Agent shall pay to IATA agency fees in the amount and within the time prescribed in accordance with the Cargo Agency Rules.

18. Notices

18.1 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:

18.1.1 the chief executive officer at the principal office of the Agent

18.1.2 the principal office of the Carrier

18.1.3 the Agency Administrator at the address shown in this Agreement, which address may be changed by notice given in writing from time to time to the Agent by the Agency Administrator.

19. Applicable Law

this Agreement shall in all respects be governed by and interpreted in accordance with the law of the Specified Country as indicated in the preamble to this Agreement.

20. 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.

21. Other Agreements Superseded

this Agreement shall supersede any and all prior Cargo Agency Agreements between the parties hereto without prejudice to such rights and liability as may exist at the date hereof.

Director General of the International Air Transport Association acting as agent for the Carriers referred to in the preamble hereto.

by	
(Authorized Representative)	
Agent	WITNESS
by
(Signature)	(Signature)
.....
(Name, typed or printed)	(Name, typed or printed)
.....
(Title or capacity)	
.....	
(Full address of the Agency)	

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.

**GOVERNMENT RESERVATIONS
ITALY**

As far as the rules of Resolution 821 (now 801a) are concerned, the extension Italy, on ground of the particular rules relating to such matter, is to be considered to cover also the territories of the Vatican City and the Republic of S. Marino.

SWITZERLAND

Paragraph 16 (now Paragraph 20)

The law applicable to passenger or cargo agency agreements concluded between a carrier having a legal domicile in Switzerland and a Swiss Agent shall be Swiss Law.