

RESOLUTION 809zz

Cargo Intermediary Agreement—Australia

△ CAC3(48, CAC/52, CAC/53)809zz (South West Pacific) (amended)	Expiry: Indefinite Type: B
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RESOLVED that, the following form of Cargo Intermediary Agreement is adopted for use by participants in the South West Pacific Cargo Agency Programme, as operated in Australia, with an implementation date to be announced by the Agency Administrator:

SOUTH WEST PACIFIC CARGO AGENCY PROGRAMME—FORM OF INTERMEDIARY AGREEMENT AN AGREEMENT

AN AGREEMENT made this day of 20

△ BETWEEN each IATA Member ('the Carrier'), represented by the Director General of IATA ('the Director General') or their authorised representative acting for and on behalf of the Carrier, AND ('the Agent' in Part I, 'the Forwarder' in Part II, and 'the Intermediary' in Part III of this Agreement), having its principal office at with respect to the promotion of international air cargo transportation ('airfreight') and/or the handling and delivery to the Carrier of cargo consignments.

WHEREAS:

The commercial environment in which both cargo agents and freight forwarders operate in Australia is one that requires an agreement form reflecting an increased role for freight forwarders;

the Carrier and the Intermediary (jointly called 'the Parties') recognise the need for an agreement that reflects the characteristics of the Australian air cargo market;

the terms and conditions governing the relationship between the Parties are set forth in the Resolutions (and other provisions derived there from) contained in the Cargo Agents and Intermediaries Handbook;

this Agreement does not prevent either of the Parties from using other distribution channels or methods, either with carriers or intermediaries or with shippers directly and does not purport to impose exclusivity of dealings on the Parties.

WHEREBY IT IS AGREED AS FOLLOWS:

1.1 Definitions of Terms used in this Agreement

Agent: in the context of this agreement, an Intermediary who acts on behalf of a Carrier in the conducting of Air Waybill transactions in accordance with Part I of the Agreement.

Cargo Agency List: Intermediaries participating in the South West Pacific Cargo Agency Programme shall be included in the Cargo Agency List, as defined in Resolution 823. In the context of this agreement, references to "the List" shall mean the Cargo Agency List.

Forwarder or Airfreight Forwarder: in the context of this agreement, an Intermediary which issues air waybills on a principal to principal basis, in accordance with Part 2 of this agreement, and which reflects its IATA registered company name in both the Shipper and Agent boxes on the air waybill.

Handbook: in the context of this agreement, the Cargo Agents and Intermediaries Handbook—Resolution 809 Edition (herein after called “The Handbook”) as published from time to time.

Intermediary: in the context of this Agreement, a generic term for both Agent and/or Forwarder.

National Law: means the laws of Australia.

Parties: means the Carrier and the Intermediary.

South West Pacific General Assembly: The body empowered by Resolution 809 to make final decisions on certain provisions of the Cargo Agency Programme in the South West Pacific;

1.2 if not defined herein, the terms and expressions used in this Agreement shall, unless the context otherwise requires, have the meanings respectively provided in the Handbook. In the event of any conflict, contradiction or inconsistency between specific provisions of this Agreement and any provisions incorporated by reference, the specific provisions of this Agreement shall prevail;

PART I. AGENCY RELATIONSHIP

Purpose of this Part I of the Agreement

The purpose of this Part I of the Agreement is to set out the contractual terms, which are specific to the Carrier/Agent relationship. The provisions of this Agreement shall apply to all Air Waybills completed by the Intermediary in its capacity as Agent for the Carrier.

1. EXECUTION

1.1 the terms of this Agreement, including any amendments hereto, shall have the same force and effect on the relationship between the Carrier and the Agent, once created, as though both were named herein and both had subscribed their names as Parties hereto;

1.2 this Agreement shall become effective between the Agent and a Carrier upon appointment of the Agent by such Carrier in accordance with the provisions of the Handbook. A Carrier may appoint the Agent by means of individual appointment or by general concurrence;

2. AGENT'S AUTHORITY

2.1 the authority of the Agent to represent the Carrier and its products and services under this Agreement shall be specifically limited to that expressly granted herein;

2.2 subject to the provisions of this Agreement, the Agent shall represent the Carrier in the sale of airfreight, 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;

2.3 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 as may thereafter be authorised by the Carrier in writing;

2.4 the Agent may represent itself on letterheads, advertising, telephone listings and classifications, office signs, and otherwise as an 'Agent', 'Cargo Agent', or 'IATA 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 the Carrier;

2.5 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.

3. OBLIGATIONS OF AGENT TOWARDS THE CARRIER

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 the Carrier may supply.

4. OBLIGATIONS OF CARRIER TOWARDS THE AGENT

The Carrier shall furnish the necessary information and documentation to enable the Agent to fulfill its undertaking, that the completion of Carrier's Air Waybills 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 cargo transportation, as published in the Carrier's Conditions of Carriage or in its tariffs, timetables, notices, instructions or elsewhere unless otherwise agreed in writing between the Parties.

5. MONIES DUE BY THE AGENT TO THE CARRIER— REMITTANCE

5.1 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;

5.2 the responsibility for payment pursuant to subparagraph 7.1 of Part III shall apply whether or not such monies have been collected by the Agent;

5.3 such monies, including applicable commission, which the Agent is entitled to claim hereunder, are and remain the property of the Carrier;

5.4 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 provisions of the Handbook, even though, pursuant to such provisions, the Agent may have been authorised to retain temporary custody of such monies;

5.5 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;

PART II. AIRFREIGHT FORWARDER RELATIONSHIP

Purpose of this Part II of the Agreement and Effectiveness

The purpose of this Part II of the Agreement is to set out the mutually agreed framework of working relations between the Carrier and the Forwarder, so they may provide the shipper with a complete and integrated service. A contractual relationship between the Forwarder and the Carrier is hereby created.

Furthermore, the provisions of this Agreement shall apply to the Intermediary acting as Forwarder. Upon coming into effect, this Agreement, including any amendments thereto, shall have the same force and effect between the Carrier and the Intermediary acting as Forwarder as though they were both named herein and had both subscribed their names as parties hereto;

1. SCOPE OF MUTUAL REPRESENTATION

this Part II covers those airfreight transactions where the Parties contract with each other as between principals. In such transactions, the Forwarder's name appears in both the Shipper box and the Agent box of the Air Waybill and the Forwarder acts as a Principal and does not act as agent for the Carrier.

2. FORWARDER'S AUTHORITY

2.1 subject to the provisions of this Agreement, the Airfreight Forwarder shall be entitled to tender goods to any Carrier from whom it has received air waybills or air waybill serial numbers, provided the freight is documented and Ready for Carriage, in accordance with the Handbook or the Carrier's specific instructions;

2.2 the Forwarder may represent itself as a Forwarder, Cargo Forwarder, or IATA Cargo Forwarder authorised to use the services of the Carrier, but shall not indicate or imply in any way that its office is an office of the Carrier;

2.3 the Forwarder may consolidate consignments on behalf of a number of different shippers and tender them to the carrier as one single consignment.

2.4 In the event that a Forwarder seeks to tender cargo to the Carrier as an agent on behalf of another entity appearing as "Shipper" on the air waybill or electronic shipment record, Carrier and Forwarder shall agree bilaterally on the terms and indemnities applicable to such shipments. Absent such agreement, Forwarder hereby accepts all terms and conditions previously agreed with Carrier when Forwarder 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.

3. MONIES DUE BY THE FORWARDER TO THE CARRIER—REMITTANCE

3.1 The Forwarder 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;

3.2 The responsibility for payment pursuant to subparagraph 7.1 of Part III shall apply whether or not such monies have been collected by the Forwarder;

3.3 the Carrier may, subject to applicable currency regulations, designate the currencies in which remittances are to be made.

PART III. GENERAL PROVISIONS

Purpose of this Part III of the Agreement

The purpose of this Part III of the Agreement is to set out the general provisions applicable to both Agent and Forwarder as intermediaries (generally called "Intermediary") as specified in Parts I and II of this Agreement.

1. RULES, RESOLUTIONS AND PROVISIONS INCORPORATED IN THIS AGREEMENT

1.1 The terms and conditions governing the relationship between the Parties, as set out herein, are to be understood in the context of the contents of the Handbook, which are incorporated by reference into this Agreement and made part hereof;

1.2 the Director General has provided the Parties with a copy of the Handbook. It contains the rules, regulations, IATA Conference Resolutions, instructions and procedures applicable to the Parties' actions under the present Agreement. The Director General shall provide the Parties with subsequent editions of the Handbook and all amendments thereto, and the amendments shall be deemed to be incorporated herein. The provisions of the Resolutions, and other material as may be determined by the South West Pacific General Assembly contained in the Handbook are binding upon the Parties. Each current release of the Handbook shall be incorporated by reference into this Agreement and forms an integral part of this Agreement;

1.3 the Parties acknowledge that they have received a copy of the current edition of the Handbook and have acquainted themselves with the contents thereof;

1.4 the Parties shall observe all laws and regulations applicable to acts performed by them under this Agreement.

2. SECURITY MEASURES

The Parties shall adhere to security control measures as prescribed by the responsible authority(ies), and shall adhere to any other measures that may be required under the applicable IATA Resolutions.

3. DANGEROUS GOODS

△ The Intermediary shall not accept for delivery to a Carrier, or tender to the Carrier a shipment consisting of or containing a commodity classified as a Dangerous Goods (as defined in the current IATA Dangerous Goods Regulations), unless the commodity is properly described by name and is packed, marked and labelled and is in proper condition for carriage by air according to those Regulations, and is accompanied by a Certificate in the IATA agreed form stating that the commodity is properly described by name and is packed, marked and labelled and is in proper condition for carriage by air. The Certificate shall be signed by the person responsible for packing, marking and labelling. The Intermediary or the staff employed by the Intermediary 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.

4. THE AIR WAYBILL

4.1 The Carrier may supply Air Waybills or Air Waybill serial numbers for neutral issuing systems to the Intermediary;

4.2 when issuing the Carrier's Air Waybills, electronic shipment records and related documents, the Intermediary undertakes that the information entered by the Intermediary is correct;

4.3 the Intermediary shall be responsible for the safe custody and care of Air Waybills and Air Waybill serial numbers supplied to the Intermediary for use in an electronic environment, which the Intermediary may use for the sale of airfreight under this Agreement while they are in the Intermediary's 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 Intermediary;

4.4 the Intermediary acknowledges that Carrier's Air Waybills and Air Waybill serial numbers supplied to the Intermediary 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 Intermediary, and the Intermediary 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 Intermediary return such Air Waybills and Air Waybill serial numbers and the Intermediary agrees to surrender them forthwith to the Carrier, furthermore, the Carrier may, at any time at its sole discretion, require the Intermediary to cease and desist from issuing Neutral Air Waybills in the Carrier's name;

4.5 the Intermediary shall not execute an Air Waybill until having received the complete consignment to be transported under such Air Waybill;

4.6 the Intermediary shall not execute an Air Waybill supplied by the Carrier in connection with the sale of airfreight offered by any other air carrier unless the Carrier has so authorised the Intermediary in writing;

4.7 after acceptance of the consignment, the Carrier shall not in any manner vary or modify the terms and conditions of the underlying Conditions of Contract in respect of the consignment.

5. OPERATIONAL PROCESSES

- 5.1** the Carrier shall advise the Intermediary of the locations designated by it for general acceptance of airfreight;
- 5.2** the Intermediary undertakes that the completion of the Carrier's Air Waybills and handling of consignments performed under this Agreement by the Intermediary 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 or elsewhere, unless otherwise agreed in writing between the Parties;
- 5.3** the Intermediary shall not in any manner, vary or modify the terms and conditions set forth in any documents or instructions of the Carrier;
- 5.4** if the Intermediary, when acting as a Cargo Agent, accepts goods for carriage by air without the carrier(s) being specified, the Intermediary shall be liable for loss of or damage to such goods until they have been delivered to the Carrier;
- 5.5** the Carrier shall, upon presentation of its Air Waybills, properly executed by the Intermediary, and upon surrender of the Carrier's copies of such Air Waybills, accept the consignments therein described for transportation by the Carrier. The Carrier undertakes to provide or arrange for transportation of such consignments to the destination, as indicated on the Air Waybill, in the most effective manner.

6. READY FOR CARRIAGE

- 6.1** The Intermediary shall ensure that consignments are delivered to the Carrier at any location designated by the Carrier for general acceptance of all consignments, properly packed, marked, documented, addressed and labelled, in accordance with the Carrier's specific instructions and the applicable IATA Traffic Conference Resolutions, so as to be Ready for Carriage;
- 6.2** the Intermediary 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 shall be in conformity with industry standards and procedures as determined and published by IATA;
- 6.3** all shipments tendered by the Intermediary to the Carrier, unless otherwise agreed, shall be tendered subject to the Conditions of Carriage of the Carrier or Carriers concerned applicable to such transportation and to the tariffs, rules, regulations and instructions governing the sale and use of such transportation in force at the time of tender and presentment for carriage as published in the Carrier's tariffs, timetables, notices and elsewhere, or as otherwise agreed;
- 6.4** the Intermediary shall request reservation of cargo space only as required by the applicable tariffs and other instructions provided from time to time by the Carrier. If so instructed by the Carrier, the Intermediary shall secure confirmation from the Carrier that a definite reservation has been made before preparing an Air Waybill for carriage over the routes of the Carrier or of other air carriers;
- 6.5** the Intermediary shall conduct its activities in all of its offices only under the name as set forth in this Agreement, as registered with IATA and as it appears in the List. The Intermediary shall abide by the terms, representations and conditions in any application or undertaking made by it to IATA for the purpose of causing IATA to list or publicly endorse it. The Intermediary shall notify, in a timely manner, IATA on behalf of the Carrier of any change in material information supplied in the application or undertaking;

6.6 the Intermediary undertakes to maintain at all places where it makes airfreight Ready for Carriage the premises, staff and equipment required, as specified in the Handbook.

7. MONIES DUE BY THE INTERMEDIARY TO THE CARRIER—SETTLEMENT

7.1 The Intermediary 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 Handbook;

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

8. CASS PARTICIPATION

8.1 Where the Carrier and Intermediary have elected to participate in a CASS, both Parties shall adhere to the applicable CASS settlement conditions and procedures;

8.2 the Parties shall refrain from providing CASS data that is proprietary information of the other Party to any Person not participating in that CASS, without prior authorisation from the Director General. Where it is authorised that data may be made available to third parties it may only be made available in such a manner that data specific to the Intermediary and/or the Carrier cannot be identified, unless the Parties agree to such identification.

9. REFUNDS

The Intermediary 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 service charge or otherwise.

10. COMMISSION/REMUNERATION

Commission and/or Remuneration for business conducted under Part I and Part II of this Agreement, is a matter arranged bilaterally between the Parties.

11. INSURANCE

11.1 The Carrier shall maintain adequate insurance arrangements, where available, to cover its legal liabilities under this Agreement;

11.2 the Intermediary shall maintain adequate insurance, where available, to cover its legal liability under this Agreement.

12. DISPUTES AND ARBITRATION

Any dispute arising between the Intermediary and the Carrier involving the interpretation of this Agreement or mutual performance hereunder by the Parties may be referred to binding

arbitration for resolution, in accordance with the arbitration procedures referred to in the Handbook. If any matter is to be reviewed by arbitration pursuant to the provisions in the Handbook, the Parties hereby submit to arbitration in accordance with such rules and agree to observe the procedures therein provided and to abide by any arbitration award made hereunder.

13. CLAIMS

13.1 The Carrier shall expeditiously process claims raised by the Intermediary, in accordance with the Carriers Conditions of Carriage, National Law and the Warsaw Convention;

13.2 in order to protect any right of the Carrier to defend against any claim for damage, loss or delay of cargo:

13.2(a) since a claim received by the Intermediary, when acting as Agent, is deemed to be received by the Carrier when received by the Agent, the Intermediary must immediately notify the Carrier in writing of such claim, or as soon as reasonably practicable, in accordance with the timeframes as may be published in the Carrier's Conditions of Carriage or its Tariffs;

13.2(b) the Intermediary, when acting as Forwarder, shall immediately notify the Carrier in writing of such claim. For claims received by the Intermediary when acting as Forwarder, within the timeframes detailed below:

13.2(b)(i) for visible damage or other damage to goods, within fourteen (14) days from the date of receipt of the goods by the person entitled to receipt;

13.2(b)(ii) for delay of goods, within twenty-one (21) days of the date the goods are placed at the disposal of the person entitled to receipt;

13.2(b)(iii) for non-delivery of goods, within one hundred and twenty (120) days from the date of the issue of the air waybill;

the Carrier will accept notice from the Forwarder within seventy-two (72) hours following these timeframes, and will be deemed to have received such claim within the above-mentioned timeframes;

13.3 where the Carrier has appointed a subcontractor to perform one or more of the Carrier's obligations hereunder, it shall be fully liable for all actions taken by such subcontractor on behalf of the Carrier and the Carrier hereby agrees that the subcontractor's place of business is the place of jurisdiction in respect of any claims by the Intermediary against the Carrier.

14. GENERAL INDEMNITIES AND WAIVER

14.1 The Intermediary recognises that the Carrier, and IATA, are required under the South West Pacific Cargo Agency Programme to issue notices, give directions, and take other action under the Programme, including in the circumstances therein provided, giving notices of irregularity and default, notices of alleged violations, and notices of grounds for removing an Intermediary from the List or for reprimanding an Intermediary. The Intermediary hereby waives any and all claims and causes of action against the Carrier 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 South West Pacific Cargo Agency Programme and indemnifies them against any such claims by the Intermediary's officers or employees;

14.2 the Carrier agrees to indemnify and hold harmless the Intermediary, when acting as Agent or as Principal, 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 Intermediary 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 Intermediary, its officers or employees and subject always to the Carriers Conditions of Carriage and other documentation specified in Section III, Paragraph 5.2;

14.3 the Intermediary when acting as Agent or as Principal, 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, or willful misconduct of the Intermediary, 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.

15. PROGRAMME FEES

The Intermediary shall pay to IATA, Programme fees in the amount and within the time prescribed by the Handbook.

16. TRANSFER, ASSIGNMENT, CHANGE OF LEGAL STATUS, OWNERSHIP, NAME OR ADDRESS

16.1 This Agreement, and the right to any remuneration payable hereunder shall not be assigned or otherwise transferred, in whole or in part, by the Intermediary to any other Person;

16.2 in the event that the Intermediary proposes to effect any change(s) in its legal status, ownership, name and/or address (within the meaning of these expressions as used in the Handbook), the Intermediary undertakes to comply with the procedures as set forth in the Handbook.

17. NOTICES

17.1 All notices to be sent under this Agreement from the Carrier or from the Director General to the Intermediary or from the Intermediary to the Carrier, or to the Director General, shall be sufficient if sent by any means that provides proof of despatch or receipt, addressed, as appropriate to;

17.1.1 the Chief Executive Officer at the principal office of the Intermediary;

17.1.2 the Accredited Representative at the head office of the Carrier;

17.1.3 the Director General at the address shown in this Agreement, which address may be changed by notice given in writing to the Intermediary by the Director General.

18. APPLICABLE LAW

This Agreement shall in all respects be governed by and interpreted in accordance with the law of Australia. In the event of conflict between the contents of any provision of this Agreement and such law, the law of Australia shall prevail.

19. TERMINATION

19.1 This Agreement may be terminated without prejudice to fulfillment by the Parties of all obligations accrued prior to the date of termination;

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

19.1.2 as between the Intermediary and all the Carriers;

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

19.1.2(b) pursuant to a decision of the Agency Commissioner, the Agency Administrator or an Arbitration Board in accordance with the Handbook, by notice in writing given to the Intermediary by the Agency Administrator acting on behalf of the Carriers, to take effect in accordance with the provisions of the Handbook.

20. ACTION TO BE TAKEN CONSEQUENT TERMINATION

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

21. SEVERABILITY

If any provision of this Agreement is held to be illegal or invalid, this shall not have the effect of invalidating the other provisions, which shall accordingly remain binding and effective between the Parties.

22. OTHER AGREEMENTS SUPERSEDED

This Agreement shall supersede any and all prior similar agreements between the Parties, without prejudice to such rights and liability as may exist at the date hereof.

23. DURATION

This Agreement shall be of indefinite duration and may be terminated in accordance with the relevant provisions set out herein.

SIGNED BY

Director General of the International Air Transport Association, acting as agent for the Carriers referred to in the preamble hereto.
<i>By</i>
<i>(Authorised Representative)</i>
<i>(Signature)</i>
<i>(Name, typed or printed)</i>
SIGNED BY
The Authorised Person on behalf of the Intermediary Name & Address
<i>By</i>
<i>(Authorised Representative)</i>
<i>(Signature)</i>
<i>(Name, typed or printed)</i>
<i>(Capacity)</i>
WITNESS
<i>(Signature)</i>
<i>(Name, typed or printed)</i>

Note:

When 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.