

be applicable to officials and employees of the firm to which the Passenger General Sales Agent has been sub-contracted.

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(40)890 (except USA) Expiry: Indefinite  
PAC2(40)890  
PAC3(40)890 Type: B

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 10 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 air transportation on behalf of a Member/Airline 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,

**2.1.3(vii)** Authorisations must be obtained for all sales regardless of the floor limit.

**2.1.4** 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.

**2.1.5** Charges against a Member’s/Airline’s merchant agreement are not authorised in respect of an Agent’s own fees or charges.

**2.1.6** 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)** 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(d)** 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.

## 2.5 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 to the Clearing Bank, or DPC, the 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 10 or 14), so as to ensure receipt by the Clearing Bank within the deadline established for that purpose. If such documents are received by the Clearing Bank after such deadline, the Clearing Bank shall so advise ISS Management which shall treat this incident as an instance of late-reported transaction. If, as a result of such late reporting of the transaction or of any other 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 Resolution 832.

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