

10. ASSIGNMENT OF RIGHTS

The CASS Associate shall not assign any of its rights or obligations under this Agreement.

11. CESSATION OF OPERATIONS AND CHANGES IN OWNERSHIP OR CONTROL

If the CASS Associate ceases (or transfers) the operation of the business to which this Agreement relates, or if any substantial change occurs in the control of a CASS Associate which is a company or corporation, or if a change in partners occurs in a CASS Associate which is a partnership, the CASS Associate shall, prior to the cessation, transfer or change becoming effective, notify the Agency Administrator for appropriate action.

12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and any difference or dispute arising between the parties with respect to the interpretation, meaning or effect of this Agreement or relating to any rights or obligations herein contained shall be finally settled by arbitration to be held in the United Kingdom, under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with such Rules.

13. TERMINATION

This Agreement shall remain in force until:

- (a) terminated by not less than three (3) months' written notice given by one party to the other party; or
- (b) terminated by the Agency Administrator upon instructions of the CASS Steering Panel pursuant to Paragraph 5 hereof; or
- (c) execution of the Cargo Agency Agreement (IATA Resolution 801a) by the CASS Associate; or
- (d) application has been lodged by the CASS Associate for registration as an IATA Cargo Agent, and such application has been disapproved for failure to meet the financial criteria laid down or established pursuant to the Cargo Agency Rules; or
- (e) the CASS Associate ceases to operate the business to which this Agreement relates.

14. USE OF RECORDS

The CASS Associate authorises the Agency Administrator to make use of the financial records of CASS-UK in respect of the CASS Associate in the event that the CASS Associate applies for Registration as IATA Cargo Agent.

15. * PARTICIPATION FEE

The CASS Associate shall pay a fee for its participation in CASS-UK in accordance with the Second Schedule to this Agreement, being an amount established from time to time by the CASS Committee.16.

16. EFFECTIVENESS

This Agreement shall become effective on

.....

IN WITNESS WHEREOF this Agreement has been executed this

.....day of20....

On behalf of the sponsoring Carrier or Carriers:

.....

The Agency Administrator or his authorised representative

On behalf of the CASS Associate:

Sign

Print Name:

PrintTitle:

Sponsoring Airline
..... (carrier)
..... (Authorised Signatory)
..... (Title)
Airline Stamp

SCHEDULE 2 TO THE ASSOCIATE AGREEMENT

*** PARTICIPATION FEE**

Participation fee is not applicable to CASS-UK



CARGO ACCOUNTS SETTLEMENT SYSTEM - UNITED KINGDOM

**Courier Billing System
CBS**

**CASS ASSOCIATE
AGREEMENT**

PARTICIPATION IN THE COURIER CARGO ACCOUNTS SETTLEMENT SYSTEM-UK AS CASS ASSOCIATE

AGREEMENT between CASS Airlines and Billing Participants, represented by the Agency Administrator or his authorised representative (hereinafter referred to as the 'Carriers' or 'Carrier') and

.....
(Name of CASS Associate Courier)

having its principal office at

.....

.....

.....

(hereinafter referred to as the 'CASS Associate').

WHEREAS it is in the mutual interest of the Carriers and the CASS Associate to settle amounts due on Air Waybill transactions through CASS-UK Courier.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

For the purpose of this Agreement

'AGENCY ADMINISTRATOR' means the IATA official designated by the Director General from time to time as the holder of that office or his authorised representative.

'AGENT' means a Registered IATA Cargo Agent whose name is entered on the Cargo Agency List.

'BILLING PARTICIPANT' means an Airline, being neither a CASS Airline nor a Part-Participant, which submits to the Settlement Office Air Waybill data in an electronically readable form in respect of transactions made on its behalf by Agents, and which has so notified the Agency Administrator in accordance with Resolution 851. Billing Participants in CASS-UK are named as such in the First Schedule to this Agreement, as amended from time to time in accordance with Paragraph 7 hereof.

'CASS ASSOCIATE' means any Person, other than a Registered IATA Cargo Agent or an air carrier, which has executed an Agreement for participation in CASS-UK.

'CARGO ACCOUNTS SETTLEMENT SYSTEM-UK (CASS-UK) means the method of accounting and settling accounts between CASS Airlines and Billing Participants on the one hand, and their Agents on the other hand, as described in the applicable Cargo Agency Rules and in Resolution 851 and its Attachments, as adopted for the UK.

'CARGO AGENCY RULES' means as the case may be Resolution 801, 803 or 805, and IATA Resolution 801r of the IATA Cargo Agency Conference, as applicable in the UK.

'CASS AIRLINES' means both an IATA Member fully participating in the CASS and a non-IATA air carrier from which the Agency Administrator has accepted an application and concurrence in the prescribed form to fully participate in the CASS. CASS Airlines in CASS-UK are named as such in the First Schedule to this Agreement, as amended from time to time in accordance with Paragraph 7 hereof.

'CASS MANAGEMENT' means the department of IATA responsible to the Agency Administrator for the day-to-day administrative management, coordination and development of the CASS and includes the representatives in the UK of the CASS Management.

'HINGE ACCOUNT' means the account opened by the CASS Management with the Settlement Office for a given period of settlement, used to receive CASS Associates' remittances and to pay out monies due to the Carriers named in the First Schedule hereto.

'IATA' means the International Air Transport Association, incorporated by Special Act of the Canadian Parliament, having its Head Office at 2000 Peel Street, Montreal, in the Province of Quebec, Canada and an office at 33 Route de l'Aéroport, 1215 Geneva 15 Airport, Switzerland.

'PERSON' means an individual, partnership, firm, association, company or corporation.

'SETTLEMENT OFFICE' means the institution appointed by the CASS Management to issue billings and to receive remittances from Agents and to distribute the monies to CASS Airlines and Billing Participants.

2. COMPLIANCE WITH CARGO AGENCY RULES AND OTHER RESOLUTIONS AND RULES

The following Rules, Resolutions and other provisions, as amended from time to time, are deemed to be incorporated in this Agreement and made part hereof:

- (a) those provisions of IATA Resolution 851 and its Attachments relating to the participation in a CASS by persons (other than IATA Cargo Agents) tendering consignments;
- (b) the provisions of IATA Resolution 801r, Section B, except that the term 'Agent' as used therein shall for the purpose of this Agreement be deemed to read 'CASS Associate';
- (c) the local CASS Manual for CASS Associates.

3. AUTHORITY OF CASS MANAGEMENT

In all matters affecting the obligations of the CASS Associate under this Agreement and all applicable IATA Resolutions, the CASS Management is authorised to act on behalf of each Carrier; and any direction or request given or made to the CASS Associate by the CASS Management shall be as effective as if given or made by such Carrier.

4. MONIES DUE BY CASS ASSOCIATES TO CARRIERS - REMITTANCE

- (a) The CASS Associate shall be responsible for the payment of any and all monies due to any Carrier 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;
- (b) as from the time such monies become due for payment to the Carrier, such monies are deemed to have become the property of the Carrier and shall be held by the CASS Associate in trust for or on behalf of the Carrier until satisfactorily accounted for to the Carrier and settlement made in accordance with IATA Resolution 801r Section B, even though pursuant to that Section the CASS Associate may have been authorised to retain temporary custody of such monies. The Carrier may, subject to applicable currency regulations, designate the currencies in which remittances are to be made;
- (c) the CASS Associate 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.

5. CASS ASSOCIATE IN DEFAULT

Notwithstanding the provisions of Resolution 801r, Section B, Subparagraph (8)(d)(iii), when the CASS Associate is in default the Settlement Office shall immediately cease to process transactions concerning the CASS Associate. The Agency Administrator, using criteria set by the CASS Steering Panel* shall review the financial standing of the CASS Associate and shall either instruct the Settlement Office to reinstate the CASS Associate or terminate this Agreement pursuant to Paragraph 13 hereof.

* in countries where a regional Cargo Agency Programme is implemented such criteria are set by the appropriate ruling body.

6. LIABILITY

IATA and the Director General of IATA, the Agency Administrator, the CASS Management and employees and representatives of IATA concerned in the administration or operation of the CASS, shall not be liable to the CASS Associate for any loss or damage suffered by the CASS Associate arising out of any act done or omitted in good faith in carrying out their functions under this Agreement or any other functions which they may be required to perform in the administration or operation of CASS-UK.

7. CHANGES IN CARRIERS' PARTICIPATION

- (a) The Agency Administrator may from time to time during the currency of this Agreement give written notice to the CASS Associate that the name of a Carrier is to be added to the list of Carriers in the First Schedule hereto. The Carrier mentioned in the notice shall become a party to this Agreement on the date specified in the notice.
- (b) The Agency Administrator may from time to time during the currency of this Agreement, give written notice to the CASS Associate that the name of a Carrier is to be deleted from the list of Carriers in the First Schedule hereto. The Carrier mentioned in the notice shall cease to be a party to this Agreement on the date specified in the notice.
- (c) The notices referred to in this Paragraph shall specify whether the Carrier is to be listed as a CASS Airline or Billing Participant as the case may be.

8. ASSIGNMENT OF CASS ASSOCIATE CODE

On the execution of this Agreement, the CASS Management shall assign an alpha/numeric code designation to the CASS Associate for use on Air Waybills and CASS administrative forms. The code shall be administered and published by the Agency Administrator.

9. FORCE MAJEURE

Neither party shall be liable for failure to perform any of its obligations under this Agreement when such failure is due to fire, flood, strikes, labour troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), legal restrictions imposed by the national government, riots, insurrections or any cause beyond the control of the party concerned.