



Terms and Conditions of IATA Clearing House Membership

Subsidiary of an IATA Member Airline

ICH Manual, Part A, Regulation 4 (e)

By written agreement between IATA and an Associate Member, such Associate Member may use the services of the Clearing House unless the applicant Associate Member is using the assets of a suspended Member, or of a former Member, whose membership in the Clearing House has been terminated, without having settled all amounts owing by such Member, or former Member, to the Clearing House, and subject to and in accordance with:

- (i) the terms of such agreement, which shall provide for the following matters, without limitation:
 - (A) application of specific Regulations to the Associate Member;
 - (B) remittance of balances from the Clearing House to the Associate Member;
 - (C) terms and conditions of the Associate Member's use of the Clearing House;
 - (D) the Interclearance Agreement;
 - (E) notification of items for Clearance through the Clearing House;
 - (F) letters of consent (if applicable);
 - (G) assignment of accounting codes;
 - (H) fees payable to the Clearing House; and
restriction, suspension or termination of the Associate Member's rights;
and
- (ii) these Regulations,

and, unless otherwise specified in these Regulations or in any written agreement made between IATA and an Associate Member, such Associate Member shall have the rights and obligations of a Clearing House Member.

ICH Manual, Part A, Regulation 4 (f)

In the event of a default in payment to the Clearing House, the Clearing House reserves the right in a subsequent Clearance as follows:

- (i) where the default is by a Subsidiary, to claim against the parent Member the amount of the default;
and
- (ii) where the default is by a parent Member, to claim the same against the Subsidiary Member.

Annual Membership Service Charges and Fees

Service fees will be assessed against Subsidiary Members that are not IATA Members as outlined in ICH Procedure 11(a)(i). □



Checklist of requirements for IATA Clearing House Membership

Subsidiary of an IATA Member Airline

- Participation in Simplified Invoicing and Settlement (SIS). Information available at:**
<https://www.iata.org/services/finance/sis/Pages/suppliers.aspx>
Please provide:
- ✓ **Signed ISUA**
 - ✓ **Super User document**

- Part 1; IATA Clearing House Associate Member Agreement**

- Part 2; Company's bank account details**

Banking instructions include the details with regards to bank name, bank branch, account number etc.

Two signatures are required for initial set up. Banking Signatories for this purpose are;

- a) Chief Financial Officer; and
- b) Company Secretary; or
- c) Chief Executive Officer; or
- d) General Counsel; or
- e) Board Member or Senior officer mentioned by name and position in an official company document such as an annual report.

- Part 3; Contact information for your company**

- IATA Currency of Clearance and Settlement – Form attached**

- Company Status**

Proof is required that the Associate Member is a registered company and legitimate business that deals with ICH Members as follows:

- a) Notorised copy of current company registration details with certified English translation (where appropriate), together with notorised list of registered owner(s) and percentage(s) of ownership; and
- b) Letter from a Banking Signatory or Principal Contact of an ICH Member confirming that the Member will settle with the applicant Associate Member through the ICH if membership is approved; **or**
- c) Certified copy of contract with an ICH Member airline.

If the applicant is a Subsidiary of an IATA Member airline, documentation is required as follows:

Statement from its parent company that it holds more than 50% of the voting shares in or more than 50% of the ordinary share capital of the subsidiary, together with confirmation that it is responsible for notifying the IATA Clearing House of any change in control of such subsidiary within 30 days of such change taking place, such statement signed by:

- a) CFO;
- b) Company Secretary;
- c) CEO; or
- d) General Counsel



Letter of Consent

The IATA Clearing House no longer requires that Associates provide copies of this document to the ICH. Note however that prior consent for ICH billing and settlement must be received by the Associate from the party with which it intends to settle via the ICH. The Associate must be able to provide a copy of this written approval to the ICH should it be requested.

Company's most recent Audited Financial Report

Standing Deposit

ICH Manual Regulation 41 (b). The IATA Clearing House requires that a standing deposit of USD5,000 be deposited to the ICH Standing Deposit account. **Please note that once the relevant ICH Membership documents have been received the ICH Membership Manager will dispatch an invoice concerning the Standing Deposit.**

BARCLAYS BANK PLC
1 Churchill Place
LONDON, Greater London
E14 5HP
United Kingdom
SWIFT Code: BARCGB22
Sort Code: 200000
Bank Account: 69045011
IBAN: GB19 BARC 2000 0069 0450 11
Beneficiary: IATA CLEARING HOUSE

VAT or GOVERNMENT TAX IDENTIFICATION NUMBER

INTEGRATED SETTLEMENT - FEE INVOICING SCHEDULE



IATA CLEARING HOUSE ASSOCIATE MEMBER AGREEMENT

BY AND BETWEEN:

INTERNATIONAL AIR TRANSPORT ASSOCIATION, incorporated by special act of the Parliament of Canada, having its head office at 800 Place Victoria, Montreal, Province of Quebec, Canada H4Z 1M1 ("IATA"), herein represented by Cedric Chretien, its Clearing House Manager, duly authorized as he so declares;

and

[COMPANY NAME], a [COMPANY TYPE] existing under the laws of [COUNTRY], having its head office at [ADDRESS] (the "**Associate Member**"), herein represented by [NAME], its [TITLE], with e-mail address [] duly authorized as he so declares;

WHEREAS IATA has established a clearing house for the clearance of accounts between air transport enterprises (the "**Clearing House**");

WHEREAS the operations of the Clearing House are regulated by the "IATA Clearing House Manual of Regulations and Procedures" and by all rules or directions issued pursuant thereof, as amended from time to time (the "**Regulations**"), a copy of which the Associate Member hereby confirms it has received.

WHEREAS the Regulations provide that membership of the Clearing House is open to members of IATA and to certain other categories of air carrier and other related organizations that conduct business with air carriers and that may use the services of the Clearing House by special arrangement, subject to and in accordance with the terms of the Regulations and of such arrangement.

NOW THEREFORE IT IS HEREBY AGREED to allow the Associate Member access to the services of the Clearing House in accordance with and subject to the following terms and conditions:

1. Preamble

The preamble forms an integral part of the Agreement.

2. Membership

- (1) The Associate Member hereby agrees to participate to the Clearing House services under the category "Associate Member", such membership being subject to payment of the applicable fees in effect for the use of the Clearing House services and to compliance with the Regulations and the terms and conditions of this Agreement.
- (2) In applying the Regulations to the Associate Member, any reference to membership in the Regulations shall be read as a reference to the Associate Member under Regulation 4(e) of the Regulations (including a reference to the termination or suspension of that right) and all terms and conditions of membership thereunder shall be applicable to the Associate Member, except as otherwise provided herein.



3. Effective Date

This Agreement shall come into force on the last date of signature by the Associate Member and by IATA.

4. Regulations

- (1) Subject to Subsections 2(2) and 4(2) to 4(3) below and to the other provisions in this Agreement, the Regulations are binding on the Associate Member and are deemed to constitute a contract between the Associate Member and IATA and such other Clearing House members conducting business with the Associate Member who have confirmed to the Clearing House in writing that they wish to settle through the Clearing House with the Associate Member.
- (2) The Clearing House shall remit balances to the Associate Member only on settlement day for Associate Members as set forth in the Clearance Calendar, following receipt of remittance from the debtors by the Clearing House.
- (3) IATA is entitled at any time by giving three (3) months' notice in writing to the Associate Member:
 - (a) to alter the terms and conditions of the Associate Member's use of the Clearing House; or
 - (b) to require the Associate Member to execute any further contracts or documents relating to that use in any terms and by such date as IATA specifies; and
 - (c) the Associate Member or IATA may terminate this Agreement by written notice of three (3) months to the other party if the altered terms and conditions are unacceptable to the Associate Member or the Associate Member is not willing to execute any such further contracts or documents, as the case may be.
- (4) The Associate Member recognizes that IATA cannot commit the members or associate members of the Airlines Clearing House ("ACH") to settlement of accounts with the Associate Member through the ACH/IATA Interclearance.

5. Restrictions on Use

The Associate Member shall not notify an item for clearance with another Member through the Clearing House unless such Member has previously given its consent in writing to do so, and shall provide evidence of such consent upon request by the Member or the Clearing House.

The Associate Member expressly warrants that each payment that IATA is called upon to effect pursuant to the Letter of Instruction will be in conformity with all applicable laws, and agrees to indemnify and hold harmless IATA, its officers, employees, agents and servants from and against any and all claims, demands, damages and liability of any kind or nature whatsoever which may result from any payments effected by virtue of this Letter of Consent.

6. Information

With respect to any Letter of Consent issued by a Member to IATA in favour of the Associate Member, IATA and the Clearing House agree to inform the Associate Member promptly of any instruction to terminate the Letter of Consent received from any such Member.



7. Accounting Code

The Associate Member will be assigned by the Clearing House an alpha-numeric accounting code (example: B22) to be used in clearance.

8. Fees

The Associate Member shall pay the fees for the use of the Clearing House services in such amounts and in accordance with such conditions as may be prescribed under the Regulations.

9. Termination

- (1) IATA may, in addition to its right of termination under Section 4(3) of this Agreement, by notice to the Associate Member,
 - (a) terminate the Associate Member's rights under this Agreement; or
 - (b) suspend those rights for as long as the notice specifies; or
 - (c) restrict those rights or impose any reasonable requirement or reasonable condition for their use;with effect from a date specified in the notice.
- (2) That date must fall at least six (6) months after the date on which the notice is served unless IATA states that the notice is served as a result of a breach by the Associate Member of this Agreement or of the Regulations.
- (3) Nothing in this Agreement excludes or restricts any other right which IATA may have, under the Regulations or otherwise, whether in respect of non-compliance by the Associate Member or any other matter.
- (4) Neither IATA nor any of its officers shall incur any liability for any loss or expense which the Associate Member may incur as a result of a notice under Subsection 9(1), nor shall it be necessary to specify reasons for serving such a notice unless it is to take effect earlier than six (6) months after its service.
- (5) The Associate Member may terminate this Agreement by three (3) months written notice to IATA.

10. Reservation of rights

IATA reserves the right to permit other organizations to use the Clearing House services on any terms.

The Associate Member acknowledges and agrees that acceptance by IATA to effect a payment for a claim submitted against a Member in accordance with the Regulations shall be subject to IATA's complete discretion to withhold such payment until it is satisfied that there are no outstanding amounts owing from such Member to the Clearing House.



11. Associate Member's Rights Non-Transferable

The Associate Member shall not assign, transfer, charge, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement except with the prior written consent of IATA.

12. Reference to Financial Committee

Regulation 58 of the Regulations (which require disputes, as to the meaning or application of the Regulations, to be referred to the Financial Committee of IATA) also applies to a dispute as to the meaning or application of this Agreement or any other document entered into by the Associate Member or otherwise affecting it.

Notwithstanding the foregoing, nothing herein shall restrict a party's right hereunder to resort to a court having jurisdiction over the subject matter of the dispute.

13. Applicable Law

This Agreement shall be governed by and interpreted in accordance with the laws of the province of Quebec, Canada.

14. General Provisions

- (1) If the performance of any obligation of IATA under this Agreement or the Regulations is prevented, restricted or interfered with by reason of any other act or event which is beyond the reasonable control of IATA, including but not limited to natural disaster, war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand or requirement having a legal effect of any government or any judicial authority or representative of any such government, then IATA shall be excused from such performance and shall not be liable for any damages whatsoever to the extent of such prevention, restriction, or interference, provided that IATA shall do its best efforts to continue performance hereunder with reasonable dispatch whenever such causes are removed.
- (2) The Associate Member hereby agrees to indemnify and hold harmless IATA and its officers, employees, agents and servants from and against any and all claims, demands, actions, causes of action, judgments, costs, attorneys' fees, expenses and liability of any kind or nature which they may incur, suffer or be required to pay which may result directly or indirectly from any use (including without limitation reliance) by the Associate Member of the Clearing House services or from any breach of this Agreement or the Regulations by the Associate Member, unless such damages are due to IATA's gross negligence or willful misconduct.
- (3) The Associate Member acknowledges and agrees that IATA shall only use reasonable commercial efforts to effect the payments referenced in this Agreement, and that IATA expressly disclaims, to the maximum extent permitted by applicable law, any liability for any damages whatsoever on account of delay or failure to effect such payment or otherwise arising out of the use of the services hereunder, whether due to negligence, accident, or any other cause, including, without limitation, liability for actual, incidental, special, exemplary, punitive or consequential damages, even if IATA has been advised of the possibility of such damages, save in the event of gross negligence or willful misconduct on the part of IATA.
- (4) This Agreement may be modified only by a written agreement executed by both parties.



- (5) This Agreement contains the entire contract between the parties with respect to the subject matter and supersedes any and all prior agreements and understandings between the parties. The failure by either party at any time to require performance by the other party of any of its obligations, shall not affect the other party's rights to require such performance at any time thereafter. A waiver by either party of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay. The headings of Sections are for convenience only and shall not be used to interpret provisions of this Agreement or otherwise affect the substantive provisions.

IN WITNESS WHEREOF, the parties have signed on the day and year first above written.

NAME OF ORGANIZATION - APPLICANT

_____	-and-	_____
Per: (Signature of Corporate Officer)		Per: (Signature of Corporate Officer)
_____		_____
(Name)		(Name)
_____		_____
(Title of Corporate Officer)		(Title of Corporate Officer)
_____		_____
(E-Mail Address)		(E-Mail Address)
_____		_____
(Place and Date)		(Place and Date)

INTERNATIONAL AIR TRANSPORT ASSOCIATION

Per: (Signature of Corporate Officer)

(Title of Corporate Officer)

(Place and Date)



The member banking details are to be used by the IATA Clearing House for the purpose of making payment to a member that is in a receiving position "Balance Due from ICH" once a clearance period has been finalized.

Bank Name	
Bank Address	
City	
State	
Postal code	
Country	
Bank Account	
Sort # / ABA	
SWIFT	
IBAN <i>(for EUR and GBP)</i>	
Routing / Bank Code	
Branch / Transit	
Beneficiary Name	
<i>Intermediary Bank (optional)</i>	
<i>Bank Name</i>	
<i>Account Number</i>	
<i>SWIFT</i>	

1

(Signature)

2

(Signature)

Title: Chief Financial Officer

Title:

Name:

Name:

Date:

Date:

IATA Clearing House - List of additional individuals authorised to amend Member bank account details

Member name:
Account code :

Attach copy of ID or Passport for each authorised signatory

Name	Title	Signature	Passport copy attached?

Approval signatures

Chief Financial Officer

Name:

Date:

Title:

Name:

Date:



IATA Clearing House - Primary Contact

ICH Primary Contacts will receive copies of all ICH communications including Circulars, system changes, requests for information or confirmation, and acknowledgements of changes to instructions and officers, and:

- (a) If there is one Primary Contact, such Primary Contact is to be nominated by those two signatories of this application form; **and**
- (b) If the nominated Principal Contact is the CFO, a second Principal Contact must also be nominated.

Nominated ICH Primary Contact

Salutation:	
Name:	
Position:	
Address:	
Address:	
Telephone:	
Fax:	
E-Mail:	

Second ICH Primary Contact

(only required if the above nominated ICH Primary Contact is also CFO)

Salutation:	
Name:	
Position:	
Address:	
Address:	
Telephone:	
Fax:	
E-Mail:	



IATA Clearing House – Financial Contacts

Each Company should have two (2) designated Financial Contacts to allow the ICH Finance team to have a point of contact in case of issues relating to payment or settlement with the ICH.

Primary Financial Contact

Salutation:	
First Name:	
Last Name:	
Position:	
Telephone:	
Fax:	
E-Mail:	

Secondary Financial Contact

Salutation:	
First Name:	
Last Name:	
Position:	
Telephone:	
Fax:	
E-Mail:	

VAT / GOVERNMENT TAX IDENTIFICATION NUMBER: _____



IATA Clearing House – System Notifications

The ICH system sends the following notifications;

- (a) Advice Day Message – contacts receive the balance due to or due from ICH for the current clearance period.
- (b) Claim Confirmation – contacts receive a confirmation of the claim submission amount for the current clearance period.
- (c) Clearance Initialization – contacts receive a notice of when the next clearance period is open.

Contacts for system notification messages

Contact 1		Advice	Claim	Initialization
Salutation:				
Name				
Position:				
Telephone:				
Fax:				
E-Mail:				

Contact 2		Advice	Claim	Initialization
Salutation:				
Name				
Position:				
Telephone:				
Fax:				
E-Mail:				

Contact 3		Advice	Claim	Initialization
Salutation:				
Name				
Position:				
Telephone:				
Fax:				
E-Mail:				

Note: following the initial set-up of contacts by the ICH, changes will be managed by the Member in SIS



IATA Clearing House – Currency of Clearance Selection

ICH Manual Regulation 13

The Clearing House standard currencies of Clearance (and, for the avoidance of doubt, for invoicing between Members), shall be the USD, the GBP and the EUR. Each Member shall choose any one of standard these standard currencies or such other currency as may be accepted by the Clearing House Manager for Clearance from time to time, and shall notify the Clearing House Manager of that choice; such notice shall remain in effect for at least twelve months. A Member may from time to time change its chosen currency by giving three months prior written notice to the Clearing House Manager, provided that such notice of change of currency shall remain in effect for at least twelve months. The Clearing House Manager shall promptly notify all Members of the selected currency of Clearance and changes thereto.

Currency of Clearance (SELECT ONE)

GBP Currency of Clearance (Zone A)

USD Currency of Clearance (Zone B)

EUR Currency of Clearance (Zone D)

ICH Manual Regulation 14

Clearances shall be effected in USD, except that Clearance between Members who have both chosen GBP or EUR under Regulation 13 shall be in GBP or EUR respectively as applicable. All claims will be submitted by Members in the applicable currency of Clearance. Members may choose a currency of Clearance other than USD, GBP or the EUR as may be agreed and made available by the Clearing House from time to time, the Clearing House to charge such Members a service fee in that regard.

Table of Clearance Currency

Zone of Billing Member	Zone of Billed Member		
	A	B	D
A	GBP	USD	USD
B	USD	USD	USD
D	USD	USD	EUR

Note:

Miscellaneous charges not billed in the applicable Currency of Clearance (in local currency) shall be converted to the applicable Currency of Clearance using the applicable Five Day Rates. See ICH Manual Regulation 16 for more details.

IATA Clearing House Currency of Settlement Selection

ICH Manual Regulation 18

Currencies of settlement are the currencies in which Members are required to settle balances due by them to the Clearing House, or in which they receive settlements from the Clearing House of balances due to them. The currencies of settlement (subject to Regulation 19) are USD, GBP, EUR, and any other currency as may be accepted and made available by the Clearing House Manager from time to time under Regulation 14, applicable as follows: Settlements by or to such Members will normally be made in the applicable currency of Clearance. Any Member may, however by giving three months prior written to the Clearing House, choose USD, GBP EUR, or any other currency as may be accepted and made available by the Clearing House Manager from time to time under Regulation 14 as the currency of settlement for its transactions. Such notice shall remain in effect for at least twelve months.

If the **GBP** (Zone A) has been selected as the Currency of Clearance above the following three options are available for the Currency of Settlement (**SELECT ONE**):

Entirely in GBP; therefore on Advice Day the charges submitted into clearance (in the currency of clearance) for Zone B, C and D in USD would be converted into GBP using the exchange rate on Advice Day and Zone A GBP would remain the GBP amount submitted into clearance, therefore arriving at one GBP payable or receivable amount.

Entirely in USD; therefore on Advice Day the charges submitted into clearance (in the currency of clearance) for Zones B, C and D in USD remain the USD amount submitted into clearance and Zone A GBP would be converted into USD on ADVICE DAY, using the exchange rate on Advice Day, therefore arriving at one USD payable or receivable amount

In GBP with respect to balance with other Zone A members and in USD with respect to all other zones; therefore amounts submitted into clearance (in the currency of clearance) would be settled exactly as reported, thus is arriving at one USD payable or receivable amount and one GBP payable or receivable amount

If the **USD** (Zone B) has been selected as the Currency of Clearance above the following three options are available for the Currency of Settlement (**SELECT ONE**):

Entirely in USD; therefore on Advice Day the charges submitted into clearance (in the currency of clearance) for Zone A, B, C and D in USD be remain as reported in USD therefore arriving at one USD payable or receivable amount

Entirely in EUR; therefore on Advice Day the charges submitted into clearance (in the currency of clearance) for Zone A, B, C and D in USD would be converted into EUR using the exchange rate on Advice Day, therefore arriving at one EURO payable or receivable amount

In EUR and USD; amount submitted into clearance in USD for a specific Group (A, B, or D) for which your company wishes to receive EUR, the USD amount would be converted to EUR on ADVICE DAY, using the banking rate of the day, thus is arriving at one USD payable or receivable amount and one EUR payable or receivable amount.

If the **EUR** (Zone D) has been selected as the Currency of Clearance the following three options are available for the Currency of Settlement (**SELECT ONE**):

Entirely in EUR; therefore on Advice Day the charges submitted into clearance (in the currency of clearance) for Zone A, B and C in USD would be converted into EUR using the exchange rate on Advice Day and Zone D EUR would remain the EUR amount submitted into clearance, therefore arriving at one EUR payable or receivable amount.

Entirely in USD; therefore on Advice Day the charges submitted into clearance (in the currency of clearance) for Zones A and B in USD remain the USD amount submitted into clearance and Zone D EUR would be converted into USD on ADVICE DAY, using the exchange rate on Advice Day, therefore arriving at one USD payable or receivable amount

In EUR with respect to balance with other Zone D members and in USD with respect to all other zones; therefore amounts submitted into clearance (in the currency of clearance) would be settled exactly as reported, thus is arriving at one USD payable or receivable amount and one EUR payable or receivable amount



IATA Clearing House Consent Form
(ICH Manual Regulation 11)

Attention: Manager, IATA Clearing House

“CLEARING HOUSE MEMBER _____” hereby authorises and directs IATA to effect clearance and pay to “ASSOCIATE MEMBER _____” amounts in settlement of transactions between “CLEARING HOUSE MEMBER _____” and “ASSOCIATE MEMBER _____” in accordance with the ICH Manual of Regulations and Procedures, starting with the “month, year _____” clearance.

“CLEARING HOUSE MEMBER _____” and “ASSOCIATE MEMBER _____” confirm that these payments are in settlement of transactions resulting from bona fide agreements between “CLEARING HOUSE MEMBER _____” and “ASSOCIATE MEMBER _____”, and that billings will be presented in accordance with the terms stipulated therein.

The original of this Consent Form duly signed by an authorised representative of “CLEARING HOUSE MEMBER _____” and “ASSOCIATE MEMBER _____” shall be sent to IATA, with a copy by fax or email, as follows:

Attention: Manager, IATA Clearing House
Address: International Air Transport Association
800 Place Victoria, P.O. Box 113
Montreal, Quebec, Canada H4Z 1M1
Fax: +1 514 874 1816
Email: ISHelpDesk@iata.org

This Consent Form and the instructions herein may only be terminated on a thirty (30) days prior written notice by “CLEARING HOUSE MEMBER _____” to IATA with copy to “ASSOCIATE MEMBER _____”.

Signed for and on behalf of:
“CLEARING HOUSE MEMBER _____”

Signed for and on behalf of:
“ASSOCIATE MEMBER _____”

Name:
Title:
Email:
Date:

Name:
Title:
Email:
Date:



Integrated Settlement - Fee Invoicing Schedule

Simplified Interline Settlement

Signatories to the Integrated Settlement Participation Agreement (ISPA) are subject to the fees outlined in [Attachment A](#) of that agreement for their participation and use of the Simplified Interline Settlement service.

The following schedule will be followed in regards to invoicing for the service.

Quarter	Annual IS Flat Fee	IS Transaction Fee
1 st Quarter Fees	P4 January	P4 April
2 nd Quarter Fees	P4 April	P4 July
3 rd Quarter Fees	P4 July	P4 October
4 th Quarter Fees	P4 October	P4 January

IATA Clearing House

Pursuant to Regulation 40 (b) and Procedure 11, service fees will be assessed against ICH participants whenever applicable

The following schedule will be followed in regards to invoicing for:

Fees	Collection Period
Fixed	P4 January
Variable 1 st Half	P4 July
Variable 2 nd Half	P4 January (the following year)
Late Reporting 1 st Quarter	P1 April
Late Reporting 2 nd Quarter	P1 July
Late Reporting 3 rd Quarter	P1 October
Late Reporting 4 th Quarter	P1 January (the following year)