高雄市旅行商業同業公會 (函)

公會地址:(801)高雄市前金區市中一路 167號 5樓

電 話:(07)241-3881

受文者:全體會員旅行社

速別:普通

密等及解密條件:普通

發文日期:中華民國 113 年 11 月 11 日

發文字號:高市旅行(113)佑字第 386 號

主旨:轉知 配合IATA 國際航空運輸協會全球標準化管理作業及財務安全數位化服務,

將對銀行保證函(BANK GUARANTEE)範本進行更新,敬請查照。

說明:

- 1. 依據中華民國旅行商業同業公會全國聯合會 113 年 11 月 7 日中旅聯字第 1130000060 號函辦理。
- 2. IATA 國際航空運輸協會全球標準化管理作業及財務安全數位化服務,將對銀行保證函(BANK GUARANTEE)範本進行更新。
- 3. 新版銀行保證函本,將於2025年3月1日起,開始適用於新申請 IATA 認證之旅行社;自2025年5月1日起,新版保證函範本將開始適用於所有 IATA 認證之旅行社。
- 4. 檢附新版保證函範本一份。
- 5. 以上請會員旅行社協助配合辦理。



TEMPLATE BANK GUARANTEE

INTERNATIONAL AIR TRANSPORT ASSOCIATION
9F., NO. 156,
SEC. 3, MINSHENG E. RD., SONGSHAN DIST., TAIPEI CITY
REPUBLIC OF CHINA (R.O.C.)

(Letterhead of the Bank)

AT THE REQUEST OF ---- [INSERT NAME, FULL LEGAL NAME AND ADDRESS OF THE AGENT] ("OUR CUSTOMER" OR THE "AGENT") AND IN ORDER TO ENABLE OUR CUSTOMER TO COMPLY WITH IATA'S REQUIREMENTS UNDER THE APPLICABLE IATA RESOLUTIONS, RULES AND PROCEDURES ("THE RULES") FOR PARTICIPATION IN IATA BILLING AND SETTLEMENT PLAN CHINESE TAIPEI ("BSP CHINESE TAIPEI"), WE [INSERT NAME AND FULL ADDRESS OF BANK] (THE "BANK") HEREBY GUARANTEE [OPTION: AS SURETY], RENOUNCING ALL LEGAL EXCEPTIONS AND OBJECTIONS AND WAIVING ALL DEFENCES AVAILABLE TO US UNDER APPLICABLE LAW, AND HEREBY UNCONDITIONALLY ASSUME JOINT AND SEVERAL LIABILITY WITH OUR CUSTOMER FOR PAYMENT OF ALL AMOUNTS NOW OWING OR THAT MAY HEREAFTER BECOME OWING BY AGENT TO MEMBERS OF IATA, OR ANY OTHER ENTITIES OR AIRLINES PARTICIPATING IN THE AFOREMENTIONED BSP CHINESE TAIPEI, WHICH HAVE OR WILL APPOINT OR RECEIVE FUNDS FROM THE AGENT (COLLECTIVELY THE "IATA CLAIMANTS" AND INDIVIDUALLY AN "IATA CLAIMANT"), SUBJECT TO THE FOLLOWING CONDITIONS:

- If and when our Customer shall fail to pay any sum(s) whatsoever payable immediately or otherwise
 in respect of the issuance during the period of this Guarantee of Traffic Documents or Transportation
 Orders, or air waybill or any other sum payable under the Rules (hereinafter referred to as "the Debt"),
 we will pay that sum to you (up to the limit sum) unconditionally on demand being made as hereinafter
 provided.
- Our total liability under this Guarantee is limited to and shall in no circumstances exceed the sum of ---- [Insert currency and amount in figures] (-----) [Insert currency and amount in words] (the "limit sum").
- 3. This Guarantee subject to the limit sum shall not be satisfied, discharged or affected by any intermediate payment or settlement of account.
- 4. The giving of time to our Customer or the neglect or forbearance by you in requiring or enforcing payment of monies under the terms of the Passenger Sales Agency Agreement signed by our Customer as a condition of accreditation as an IATA Agent, or other indulgence, shall not in any way prejudice or affect this Guarantee.
- 5. [Alternative: This Guarantee is valid from ---- (insert date) and shall continue in effect until withdrawn by us upon three months' written notice given to IATA by registered mail and recorded delivery, whereupon this Guarantee shall expire at the end of the period of notice (hereinafter called the "Expiry Date"), and is conditional upon claim(s) being made and received by us not later than three (3) months from the Expiry Date. Thereafter, our [option: joint and several] liability hereunder shall automatically cease and this Guarantee shall become null and void.]

[Alternative: This Guarantee is valid from ---- (insert date) and shall expire on ---- (insert date) (hereinafter called the "Expiry Date") and is conditional upon claim(s) being made and received by us not later than three (3) months from the Expiry Date. Thereafter, our [option: joint and several] liability hereunder shall automatically cease and this Guarantee shall become null and void.]

- 6. Payment against this Guarantee shall be conditional on a written demand by IATA stating that our Customer has failed to pay the Debt, and accompanied by a letter signed by IATA stating that our Customer has been declared in default under the Rules. The Debt so stated by IATA shall be deemed conclusive and final and we hereby confirm that we will not require proof of the same. Payment of all amounts due hereunder will be made in immediately available funds to IATA.
- 7. This Guarantee shall remain in full force and effect, notwithstanding any change in the constitution of our Customer.
- 8. This Guarantee shall be in addition to and shall not be in any way prejudiced and affected by any one or more securities or guarantees from our Customer, which you may now or subsequently hold. Notwithstanding any other provision of this Guarantee, if our Customer provides a separate guarantee (or any other type of security) in favor of an IATA Claimant guaranteeing to such IATA Claimant the prompt payment of all amounts that may become due and payable by our Customer, such IATA Claimant shall not be entitled to any payment under this present industry Guarantee until all outstanding indebtedness of our Customer to all other IATA Claimants hereunder shall have been discharged and no further indebtedness of our Customer to such other IATA Claimants can arise.
- Bankruptcy, liquidation, or insolvency of our Customer shall not affect or determine our liability under this Guarantee.
- 10. The obligations under this Guarantee shall be valid and effective regardless of any law regulation and decree now or after this date in effect which affects or might in any way affect the Rules, and we hereby confirm that you are not bound to take any steps or to exhaust any remedies against our Customer before calling on this Guarantee and are entitled to treat us as surety or joint and several debtors with our Customer up to limit sum payable under this Guarantee.
- 11. This Guarantee shall be governed by and construed in accordance with the Laws of Taiwan.
- 12. This Guarantee is non-assignable. It may be translated into another language for day-to-day operational use if necessary; however, in case of any inconsistency between the English version and the other version, the English version shall prevail.

Signature of authorized representative of issuing Bank	Date
Full Name:	
Title:SEAL OF BANK	<

不可撤銷的銀行擔保函

致: 艾雅塔運通有限公司(代表參加 IATA Chinese Taipei BSP 的航空公司)

地址: 105台北市松山區民生東路三段 156號 9樓

應 [(填入代理人的名稱、法律全稱和地址)](簡稱「我方客戶」)的要求,為使我方客戶符合國際航空運輸協會(簡稱「IATA」)根據現行 IATA 決議、規則和規程(簡稱「規則」)提出的要求,以便能夠加入 IATA Chinese Taipei 開賬與結算計劃(簡稱「Chinese Taipei BSP」)],
我方
1.如果我方客戶未能支付在擔保期間內填開的運輸憑證或運輸訂單或空運提單產生的 應支付款項,或根據規則應支付的其他任何款項(以下簡稱「欠款」),本行將在收 到下文提到的付款請求後向貴方支付該款項(不超過最高擔保金額)。
2. 本行在擔保函項下的總額任何情況不應超過
3. 受最高擔保金額約束的擔保不應因任何中介付款或費用結算而不履行、解除或受到影響。
4. 貴方根據我方客戶簽署的作為 IATA 認可代理人條件之一的客運銷售代理協議的條款的規定,要求或強製要求支付款項時,給予我方客戶的付款期限或寬限期或其他豁免均不應損害或影響本擔保。
5. [可选:本擔保自(填入日期)起生效並將持續有效,直至我方通過掛號郵件和掛號快遞向IATA發出三(3)個月通知期的書面撤銷通知為止,因此本擔保將在通知期結束時(以下簡稱「到期日」)到期,且擔保的條件是不遲於到期日起三(3)個月提出權利主張,且本行收到該權利主張。隨後,本行在本擔保項下的連帶責任和個別責任應自動終止,本擔保函失效。]
[可选:本擔保自(填入日期)起生效,並於到期(以下簡稱「到期日」),擔保的條件是不遲於到期日起三(3)個月提出權利主張,且本行收到

該權利主張。隨後,本行在本擔保項下的連帶責任和個別責任應自動終止,本擔保函 失效。]

- 6. 根據本擔保進行付款的條件是 IATA 作出書面付款請求書,註明我方客戶未能支付欠款,請求書隨附 IATA 簽署的信件,註明根據規則宣布我方客戶違約。本行特此確認本行不要求提供欠款證據。本行在接到上述付款請求書後的七(7)個工作日內將立即如數給予支付。
- 7. 無論我方客戶的公司章程有任何變更,本擔保應仍具有效力。
- 8. 本擔保應列入貴方目前或今後持有的我方客戶提供的一項或數項擔保中,並且不應受到該一項或數項擔保的影響。盡管有本擔保的其他規定,如果我方客戶以 IATA 會員或加入 BSP 航空公司為受益人提供了獨立擔保,保證向該會員或航空公司支付我方客戶應予支付的所有到期款項,作為該獨立擔保受益人的該會員或航空公司在我方客戶償清其他會員或航空公司所有欠款之前,應無權獲得現有擔保項下的任何款項。
- 9. 我方客戶發生破產、清算或無力償付不應影響本行在本擔保項下的擔保責任。
- 10. 本保函的義務不因任何現已生效或即將生效的,影響或可能影響規則的法律條令而失效。貴方無需作出任何調整和修改以適應上述法律條令,即有權視我行為擔保人或我方客戶的連帶和個別債務人,並有權在本保函的擔保上限內向我行進行索賠。
- 11. 本擔保受台灣法律的管轄,並據其進行解釋。
- 12. 本擔保不可轉讓。如有需要,本擔保可被翻譯成另一種語言,供日常經營使用;如果英文版本和其他版本不一致,以英文版本為準。

擔保簽發銀行授權代表簽名:	日期:
全名:	
職務:	
銀行印鑒:	