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*JSC “Ural Airlines” Policy on Agent Debit Memo (ADM)*

*for Agents Accredited in BSP System All Over the World*

**1. ADM Issuance Process**

1. The correction of fault amounts indicated at the time of ticket sale/exchange/return via BSP, shall be made in BSPLink via ADM (Agency Debit Memo) or ACM (Agency Credit Memo).
2. The Carrier shall have the right to issue ADM if the agent violates Carrier’s Rules and Regulation, posted at the carrier’s website [**http://club.uralairlines.ru**](http://club.uralairlines.ru)**,** containing in the agreements signed between the carrier and the agent,sending to the agent by email, as well as violation of Fare Quote Notes, ticketing time-limits, etc.The purposes of ADM is to correct the Agent’s report, charged penalties, and surcharges.
3. If the currency of penalties differs from the agent’s reporting currency, the calculating of equivalent sum shall be made under the IATA rate at the date of ADM issue; for the Russianagents under the rate of the Central Bank of the Russian Federation at the date of ADM issue.

**2. ADM Due Time Issuance And Dispute**

1. The carrier has the right to disagree with the amounts, specified in the agent’s report. In this case the carrier issues ADM within 9 months upon the date of carriage commencement or ticket return. In case of non-performed booking and “freezing” of place, ADM can be issued within one (1) calendar day as of flight date of the first flying segment.
2. The agent has the right to dispute ADM via BSPlink Dispute, enclosing all supporting documents. The Carrier has the right to request any additional information in order to handle a dispute.
3. The agent can dispute ADM within 15 days from the date of ADM receipt.
4. The carrier shall consider the disputed ADM within 60 days upon Agent’s Dispute. If the agent fails to dispute ADM within 15 days, ADM will be automatically included in the report and the sum issued under ADM will be paid to the carrier within the due period.
5. If the fault ADM is proved, the carrier accepts disputed ADM. Upon that ADM gets Approved Dispute status and shall not be included in the report. If a fault ADM has been already included in the report, the carrier shall issue ACM in the amount of the paid ADM/ACM shall be paid in a timely manner.
6. The Agent shall have the right to issue ADM/ACM Request in BSPlink in case of any failure or absent of ADM/ACM, issued by the Carrier within 30 days after the reporting period.

**3. Miscellaneous**

1. If the ADM is fault due to the malfunction of GDS, the agent shall pay ADM and contact GDS by its own in order to settle the issue.
2. In case of ticket return the earlier received commission sum shall be paid back to the airline. The commission shall be charged against the amount of penalties.
3. In all other matters not covered by this document, the parties shall follow the IATA Manual for Agents, etc.

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| **No.** | **List of Violation** | **Penalties** |
|  | **Booking, ticketing and EMD** |  |
| 1 | “Freezing” of places:   * Absence of canceled places in GDS if the passenger refuses the carriage before the flight; * Impossibility to approve the booking by sale of actually issued ticket; * Holding of placesmore than 20 minutes without booking in order to block the places for sale on flight or otherwise; * Setup of time-limit in PNR with violation of Fare Quote Notes for the correspondingbooking class; the change of time limitу made by the carrier; * Recovery of places, canceled by the carrier withoutticketing within one (1) hour after recovery. | The penalty in the amount of 50 Euro per each “freezing” place. |
| 2 | Creation of fictive or test booking, input of fakenames of passengers. | The penalty in the amount of normal fare of the corresponding class per each booked segment. |
| 3 | Transfer of booking (PNR) to the carrier’s flight outsidethe country where the PNR were created; and/or issue of tickets in the country different form the country where the segment was booked. | The penalty in the amount of 15 Euro per each booked segment in PNR. |
| 4 | Failure to indicate the passengers contacts in booking (PNR) in order to inform passengers of any changes in schedule/flight cancellation; if the agent fails to notify the passengers of any changes, which caused damages to the carrier, or any claims filed by the passenger, authorizes and/or controlling authority. | Compensation for damage and penalty in the amount of 50 Euro per each PNR. |
| 5 | Creation of duplicities of booking and multiple booking within the frameworks of one point of sales per passenger, booking of alternative segments in the same PNR (the alternative segments shall be deleted immediately upon creating of final booking). | The penalty in the amount of normal fare of the corresponding class per each booked segment. |
| 6 | Incorrect filling of the carriage documents (non-compliance with the carrier’s Rules and Regulations), incorrect filing of passengers names and passport data during the booking which caused the refuse of carriage, deportation, penalties or notifications sending by state and/or controlling authorities, as well as reticketing in the carrier’s ticket offices. | Compensation for damage and penalty in the amount of 50 Euro per each document. |
| 7 | Wrong calculating of tariffand wrong application of the discount. | Compensation for damage in the amount of discount under Fare Quote Notes and penalty in the amount of 50 Euro per each document. |
| 8 | Change of passenger’sname or surname in a booking and/or ticket without carrier’s approval. | The penalty in the amount of normal fare of the corresponding service class per ticket. |
| 9 | Ticketing without seat conformation in PNR or ticketing with status RQ and SA (except cases allowed by the carrier). | Compensation for damage in the amount of applicable class of booking and penalty in the amount of 50 Euro. |
| 10 | Discrepancies between the booking class and applicable tariff. | Penalty in the amount of extra charge up to the corresponding booking class and penalty in the amount of 50 Euro per each ticket. |
| 11 | Incorrect exchange rate applied at the ticketing in GDS. | Compensation for damage in the amount of damage and penalty in the amount of 50 Euro per each ticket. |
| 12 | Violation of the minimum connection time. | Amount of damage, including the Carrier’s expenses on the accommodation and transportation of the passengers, as well as penalty for the voluntary ticket return under the Fare Rules. |
| 13 | Ticketing when the payment is performed with card in the absence of its owner, result in the application of Chargeback towards the carrier due to the discrepancies between theamount of transaction and ticket cost, declared by the agent. | Compensation in the amount of Chargeback and penalty in the amount of 50 Euro. |
| 14 | Ticketing when the payment is performed with card in the absence of its owner result in the application of Chargeback towards the carrier (other than specified in the line 13 above). | Compensation in the amount of Chargeback and penalty in the amount of 15 Euro. |
| 15 | Ticketing with violation of interline agreement of the carrier. | Compensation in the amount of damageand penalty in the amount of 15 Euro per each violation. |
| 16 | The input of incorrect information in mask: tariff type, currency of tariff, amount of tariff, etc.) | Compensation for damage and penalty in the amount of 15 Euro per each violation. |
| 17 | Application of IT technology during ticketing under the terms of published tariff. | Penalty in the amount of normal fare of economy class. |
| 18 | Creation of duplicate booking for one passenger. | Penalty in the amount of 15 Euro per each duplicate ticket. |
| 19 | Double use of the flight coupon (exchange, return). | If the flight coupon was used, the penalty in the amount of ticket cost shall be applied.  If the flight coupon wasn’t used the penalty in the amount of 50 Euro. |
| 20 | Input of fictitious numbers of tickets in PNR and EMD (fictitious numbers are the ones, which differ from the tickets actually issued for a particular carriage and EMD). | Compensation for damage and penalty in the amount of 15 Euro per each violation. |
| 21 | Untimely annulment of inactive segments with statusHX/UN/UC/NO/HL. | Penaltyin the amount of 15 Euro per each violation. |
| 22 | Application of manual or automanual tarification without carrier’s approval instead of automatic tarification. | Compensation in the amount of the difference between automatic and applied tarification (if the automatic tarification was reduced), and  penalty in the amount of 15 Euro per each violation. |
| 23 | Application of passive segments in cases other than required for ticketing/reticketing/EMD. | Penalty in the amount of 15 Euro per each violation. |
| 24 | Wrong service code RFISC at the issuing of EMD. | Penalty in the amount of 15 Euro per each violation. |
| 25 | Entering of invalid information in EMD mask. | Compensation for damage and penalty in the amount of 15 Euro per each violation. |
| 26 | Issue of EMD for the service, which wasn’t approved by the carrier (status other than KK/HK). | Compensation for damage and penalty in the amount of 15 Euro per each violation. |
| 27 | Shortage of taxes and fees, penalty | In the amount of damage, penalty 15 euro. |
| 28 | Failure to indicate the date of birth and categories of the passenger (for categories CHD, INF) | Compensation for damage and penalty in the amount of 50 Euro per each passenger. |
| 29 | Incorrect entering in booking or change passenger name, surname, the document proving the identity, date of birth (other than specified in the line 6 above). | Penalty 15 euro for each violation |
| 30 | Violating of Fare Rules | Surcharge to the fare in accordance with conditions of transportation |
| 31 | Application of confidential fare without carrier’s approval. | Surcharge to the fare in accordance with conditions of transportation |
|  | **Return and Exchange** |  |
| 32 | Voluntary change of carriage agreement via revalidation and without reticketing (without carrier’s approval). | Compensation for damage and penalty in the amount of 50 Euro per each violation. |
| 33 | Non-annulment of seats if the passenger refuses the carriage (refund, exchange, ticket voiding). | Compensation in the amount of corresponding booking class and penalty in the amount of 50 Euro. |
| 34 | Non-annulment of SSR request in case of voluntary or involuntary refund / exchange / void of EMD issued for the Service. | Penalty in the amount of 15 euro. |
| 35 | Incorrect calculation of penalty in case of ticket return/exchange; return/exchange of tickets which are not allowed for return/exchange. | Compensation for damage in the amount of penalty in accordance with the Fare Rules and penalty 15 euro. |
| 36 | Failure to change the coupon status in case of return/exchange. | If the ticket is used, the penalty in the amount of ticket cost shall be applied.  If the ticket is not used, the penalty in the amount of 50 Euro shall be applied. |
| 37 | Absence orincompliance of the documents conforming the involuntary exchange. | Compensation for damage and penalty in the amount of 50 Euro. |
| 38 | Rebooking of flight segments without rewriting of the tickets, without the carrier’s approval. | Compensation for damage. |
|  | **Billing and Settlement Procedures** |  |
| 39 | Incorrect calculation of Agent’s commission. | Correction of the agent commissions and penalty in the amount of 10% of the corrected amount, but not less than 15 euros for each ADM/ACM |
| 40 | Failure to include the carriage documents in the relevant report (soled, exchanged, returned tickets). | Compensation for damage (if applicable); penalty in the amount of 15 Euro per each transaction, excluded from the report; in case of exception of soled or exchanged ticket, penalty of 0,5% of the total ticket cost (surcharge in case of exchange) per each calendar day of delay, starting from the day of settlement of the relevant period up to the receipt of therequired amounts via ADM and in accordance with BSP calendar. The penalty in the amount of 15 Euro shall be applied if the transaction is excluded. When calculating the penalty amount in the currency of report, the exchange currency rate of the Central Bank of Russia shall be applied as of the date of transaction (sale, return, exchange) in GDS. |
| 41 | Failure to provide invoice for agency commission, certificate of completion, the act of offsetting receivables / payables (for agents BSP Russia). | Penalty in the amount of 50 Euro. |
| 42 | Late providing of invoice for agency commission, certificate of completion, the act of offsetting receivables / payables (for agents BSP Russia). | Penalty of 0.5% of revenue during the reporting period, for each day of delay. |
| 43 | Failure to provide/late providing of information on the following changes concerning the agent: legal/post address, bank details, system of taxation (for agents BSP Russia). | Penalty in the amount of 50 Euro. |
| 44 | Annulment of flight segments in the performed booking; voiding and/or return of ticket without passenger’s request or its authorized representative. | Compensation for damage and penalty in the amount of 50 Euro. |
| 45 | Voiding of ticket in an hour (1) after it was issued, if the flight date is within the current /next date as the date of ticketing. In an hour (1) and more, the procedure of voluntary or involuntary return shall be applied in accordance with the carrier’s Rules and Regulations. | Compensation for damage and Penalty in the amount of 50 Euro. |
| 46 | Location of Refund Application due to reasons other then specified in the list[[1]](#footnote-1)\*. | Penalty in the amount of 15 Euro per each RA. |
| 47 | Wrong indication of tariff amount, charges and penalties in the mask of exchange. | Penalty in the amount of 15 Euro per each violating |
| 48 | Failure to comply with the terms of the Additional agreement on the use of electronic documents (for agents BSP Russia). Used in case of signing the Additional agreement on the use of electronic documents | Penalty in the amount of 15 Euro per each violating |
| 49 | Direction through the system of electronic circulation of documents not included in the list of the Additional agreement on the use of electronic documents (for agents BSP Russia). Used in case of signing the Additional agreement on the use of electronic documents | Penalty in the amount of 15 Euro per each document |
| 50 | Incorrectly entering information into a document that is sent via the electronic document management system (for agents of BSP Russia). Used in case of signing the Additional agreement on the use of electronic documents | Penalty in the amount of 15 Euro per each violating |
|  | **Miscellaneous** |  |
| 51 | Untimely processing of waitlist, that result in damages to the carrier. | Compensation in the amount of damage. |
| 52 | Unreasonable dispute of the ADM issued by the carrier. | penalty in the amount of 15 Europer eachADM. |
| 53 | Other violations result in damages to the carrier. | Compensation in the amount of damage. |

1. \* Reasons of RA location: exception of return/exchange transaction from the BSP report, or if the ticket located in the GDS archives. [↑](#footnote-ref-1)