Agency Debit Memo (ADM) - Policy and Procedure

Issue date. 1 May 2014

1. Introduction

flydubai considers you as one of our key partners in business and strongly believe in doing business in a fair manner so as to strengthen this relationship for mutual growth and benefit. The purpose of this document is to provide transparency on the ADM policy of flydubai. This Policy is effective from the issue date and may be amended from time to time by flydubai in its sole and absolute discretion. In general, the principles outlined in IATA resolution 850m will be followed.

As per IATA resolution 850m, airlines are required to publish and communicate in writing their ADM policies to Agents. Further, Agents' obligations are described in IATA resolution 824 which states that the Agents should issue tickets in compliance with the fares, fare rules and general conditions of carriage of the carrier and any written instructions of the carrier to the Agent (i.e., memo, circular, manual etc.). Airlines have the right to audit and send ADMs for aJ1 transactions that are not made in compliance with the required booking and ticketing practices.

ADMs are a legitimate accounting tool for use by all BSP airlines to collect amounts or make adjustments to Agent transactions in respect of the issuance and use of Standard Traffic Documents issued by or at the request of an Agent. Alternative uses of ADMs may exist provided consultation has taken place individually with the Agent.

2. Scope and coverage of this Policy

This Policy is applicable to all GDS Agents (Agents) selling flydubai inventory. An ADM serves to notify an agent that the Agent owes flydubai the amount shown on the ADM for the reasons indicated. flydubai will issue an ADM to collect amounts or make adjustments to agent transactions related to the issuance and use of flydubai traffic documents, issued by, or at the request of the Agent, regardless of which airlines are included in the itinerary of the flydubai traffic document.

An ADM may also be used to collect amounts where a traffic document has not been issued, if agreed with the Agent, for example, for deposits for group sales. Debit memos may be issued whenever an Agent fails to follow the rules of the fare or makes an error in booking or ticketing. Examples of instances where ADM may be issued are as detailed in the ADM matrix.

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ADM matrix

No.	Issue	Scope of Audit	Outcome	Penalty
1.	Reservation Booking Designator (RBD) violation	Violation on booked vs Ticketed data where there is a mismatch between ticketed and booked RBD	Debit will be raised to Booking/ticketed agent	Fare difference between ticketed vs booked RBD
2.	Fare / Sales violation	Violation for the compliance of fare and sales conditions on all purchased tickets 1. Advance purchase 2. Blackout period 3. Under collection of fare 4. Agency applicability 5. Booking fight condition 6. OAL carrier condition 7. Minimum / Maximum stay 8. Stopover 9. Routing 10. Seasonality 11. Day time application violation 12. Sale and Travel validity 13. Combination n condition Surcharges 14. Under collection of taxes and 15. fees 16. Child and infant discounts 17. Other special discounts 1B. Baggage allowance check 19. Expiry of fare validity 20. CIP / Plating violation 21. Accompanied travel requirement violation 22. Penalty rules violation	Debit will be raised to Booking / Ticketed agent	Difference between fare collected and applicable fare
3.	Refund Violation	Validation on tickets claimed for refund Duplicate refund check	Debit will be raised to Booking/Ticketed agent	Difference in fare
4.	Reissue violation	Violation on reissued tickets	Debit will be raised to Booking/Ticketed agent	Difference in fare
5.	Interline ticket RBD violation	Verification of interline tickets to identify if the tickets are issued on correct RBD as per fare rules	Debit will be raised to Booking/ Ticketed agent	Difference between the Ticketed fare and applicable fare.

6	Upgrade tickets	Validation of all upgrade tickets for correct application of fare difference and applicable charges	Debit will be raised to Booking/ Ticketed agent	Difference between the ticketed fare and applicable fare.
7.	Travel audit	Validation of flown coupon vs ticketed Coupon For comparison between RBD, flight no *f* routing etc.	Debit will be raised to Booking/ Ticketed agent	Difference between ticketed fare and applicable fare
8.	Un-ticketed no show	Verification of bookings not ticketed as per fare rules	Debit will be raised to Booking/ Ticketed agent	Applicable fare for no Show sector
9.	Fictitious names	Verification of bookings created with fictitious names	Debit will be raised to Booking/ Ticketed agent	Ticketing access for the agent will be revoked
TO.	Speculative bookings	Bookings made when no definite passenger exists in anticipation of passible sale	Debit will be raised to Booking/ Ticketed agent	Ticketing access for the agent will be revoked
11.	Cross border ticketing	Ticket issuance in such a way it appears that travel commences in a different country than is actually the case or containing flight segments not intended for use	Debit will be raised to Booking/ Ticketed agent	Difference between the ticketed fare and applicable fare.
12.	Baggage allowance	Verification of baggage allowance printed on the ticket vs the actual allowance approved as per fare rules	Debit will be raised to Booking/ Ticketed agent	Excess baggage rates will be applicable
13.	Ancillary Services	Validation of ancillary services added on the ticket to identify if they are as per the applicable rules	Debit will be raised to Booking/ ticketed agent	Difference between the collected charge and applicable charge
14.	Minimum connecting time violation	Verification of bookings that undercut required MCT	Debit will be raised to Booking/ Ticketed agent	Reroute/disruption cost will be debited and passenger may be denied boarding

15.	Ticketing policy	Tickets issued with pre stored fares rather than Current applicable fare	Debit will be raised to Booking/ Ticketed agent	Difference in fare
16.	INAD/Deportees fines and penalties	The ticketing carrier reserves the rights to debit the issuing agent for Inadmissible (INAD) passenger(s), in case of any violations by the issuing agent. The violations can be, but not limited to, issuance of fake documentation (visa, ticket, passport, etc.). For return travel to the destination airport on a single ticket or separate tickets, the issuing agent should not cancel/void the return travel from the destination airport within 48 hours of the outbound travel.	Debit will be raised to Booking/Ticketed agent	Debit will be the cost of INAD pax, such as fines imposed to carrier, cost of return of pax to origin, etc.

flydubai will issue an ADM If a credit card issued in the name of an Agent, or in the name of a person permitted to act on behalf of an Agent, or in the name of the Agent's officer, partner or employee is used in connection with the airlines traffic documents to any customer of the Agent.

flydubai will issue an ADM to recover GDS wastage cost even though a traffic document may not have been issued, but the booking and consequent wastage is resulting from an Agent's action or inaction in cancelling the booking.

The above is not an exhaustive list.

3. Issuance principles

3.1 An ADM will be submitted for processing through the BSP within nine months of final travel date. In the event that the final travel date cannot be established, the ADM shall be processed within nine months of expiry date of the document. Any debit action beyond this period shall be handled directly between flydubai and the Agent.

3.2 ADMs will indicate why a charge is being made.

3.3 An ADM relates to a specific transaction only, and may not generally be used to group unrelated transactions, except that more than one charge can be included on one ADM if the reason for the charge is the same with a supporting list provided with the ADM.

3.4 flydubai will comply with local BHP procedures in providing Agents with a minimum period of notice, in order to review any ADM and dispute it. For the purpose, date of issuance is to be considered as the date of receipt by the Agent.

3.5 If flydubai raises an ADM for non-compliance with fare rules, the general principle applied is to raise the fare to the applicable fare.

3.6 flydubai will only issue more than one ADM in relation to the same original ticket, if different, unrelated charges apply. This does not apply when an ADM is cancelled and raised again for the same reason but for a different value.

3.7 ADMs are not commissionable, i.e., an Agent may not withhold commission from ADM proceeds remitted to flydubai.

3.8 To cover the cost of the audit process, flydubai may charge administration fees of USD 7, or equivalent, per ADM raised. This charge may at flydubai's discretion be reversed only upon full acceptance of the dispute for each and every wrong ADM issuance by flydubai. flydubai reserves the right to revise administration fee with or without prior notification and at its own discretion.

3.9 Fare rule violation ADM amounts may equal up to the difference between the fare ticketed and the most unrestrictive published fare for the transportation provided.

4. ADM disputes and dispute resolution

4.1 To dispute an ADM, the Agent must forward relevant and specific supporting documentation and detail, in support of the reason for dispute to flydubai within a period of 30 days of receipt or as per the time limit assigned by the local BSP, whichever is earlier.

4.2 Disputes raised by Agents will be reviewed by flydubai within 60 days of receipt and if it is established that the ADM is not valid, all charges associated with such ADM shall be cancelled.

4.3 In the event that the ADM latency period, prescribed in 4.1 above, established by the local BSP is shorter than the dispute timeframe referred to Paragraph 4.1, the remaining disputes must be submitted using the BSP Link ACM request functionality.

4.4 Notwithstanding the timeframes referred to in Paragraph 4.1 above, flydubai retains the right to require settlement or other resolution of disputes outside the BSP Link process for items aged over the 60-day time limit.

4.5 If the dispute is invalid or evidence to the contrary is not available, an additional dispute administrative charge of USD 7, or equivalent local currency, will be applicable.

4.6 Without limiting any other rights or remedies, flydubai reserves the right to inhibit booking/ticketing capabilities for any Agent as a direct result of non-payment of debit memos.

4.7 If flydubai rejects the dispute an explanation for the rejection will be sent to the Agent.

5. **Booking/Travel** agents' responsibility

To ensure smooth implementation of this Policy, flydubai expects the travel agents to do business as per the agreed policies and procedures as indicated below:

5.1 Proper issuance of tickets, in accordance with the applicable tariffs, rules, general conditions of carriage and instructions provided by flydubai.

5.2 Re-issue of tickets if changes pertaining to flight/date/booking class are made after ticket issuance and whenever the payment of a charge or a difference is needed.

5.? Check passenger's eligibility for typological fares (e g. Seaman, Resident and Government) or Tour Operator (TO) fares, before issuing a ticket and to inform the passenger that proof of eligibility may be requested by the airline. The airline reserves the right to settle with the passenger or alternatively an ADM shall be raised on the travel agent if the passenger travels on a reduced fare without being eligible for such fare.

5.4 To ensure that when an ADM is disputed, the response is specific in detail and the relevant supporting information is sent to flydubai to the communication address indicated on the ADM.

5.5 Not to dispute an ADM where the reason is valid and evidence to the contrary is not available.

5.6 To raise all disputes within the BSP dispute period (according to this Policy).

5.7 To ensure that their contact details (including any phone numbers, fax numbers and email addresses) are up to date in BSP Link.

5.8 To provide specific contact details when logging a dispute in BSP Link to enable flydubai to make contact if necessary, concerning the dispute.

Contact and information requests

The contact details with whom correspondence can be initiated will be available on the respective ADM in BSP Link. For any further clarification or information, you may contact fzGDS@f1ydubai.com. Please do not use the airline contact details provided in the ADM policy for any dispute communications, as these will not be considered as received by flydubai for the purposes of this Policy.