

**FLY ONE AIRLINES AGENCY DEBIT MEMO (AMD) POLICY  
FOR ALL BSP ACCREDITED AGENTS**

"APPROVED"  
Signed/  
General Director  
Mircea Maleca  
25.06.2018  
Stamp: /Republic of Moldova, Chisinau, "FLYONE" SRL



**AIRLINE NAME:** FLY ONE S.R.L. (hereinafter –the Carrier)  
**AIRLINE APHA/NUMERIC CODE:** 5F/130  
**EFFECTIVE DATE:** June, 25<sup>th</sup>, 2018

Thereby, Fly One airline sets out its policy in the field of Agency Debit Memo (ADM) for all BSP accredited agents, as part of its general terms and conditions.

All the subsequent changes made to the current ADM policy are subject to a separate scrutiny and substitute the existing ones.

This ADM Policy has been developed in accordance with:

- Rules, manuals and instructions of the Carrier
- IATA Resolution 850m ISSUE AND PROCESSING OF AGENCY DEBIT MEMOS (ADMs)

**1. DEFINITIONS**

**ADM policy** – a document which regulates the relations with the agent network, including the list of potential violations with corresponding fines and penalties, as well as procedures for settlement.

**Accredited Agent** – (sometimes referred to as ‘Agent’) means a Passenger Sales Agent whose name is entered on the Agency List.

**Remuneration of the Agent (Commission)** – a sum of money paid to the Agent in exchange for the services provided, as indicated by the airline.

**Fares and Fees** – instituted by the carrier, collected in exchange for services at the time of accommodation of the passenger, luggage or cargo.

**Agency Debit Memo (ADM)** – a document issued by the airline to the Agent in case of existence of debt to the airline from the part of the Agent

**Agency Credit Memo** – a document issued by the airline in case of existence of debt to the Agent from the part of the airline

**Contestation of the ADM** – a grounded disagreement of the Agent regarding the issuance of the ADM

## **2. GENERAL TERMS AND CONDITIONS**

- 2.1. In case the reservation and the issuance of the tickets are realized under the code of the Carrier, the agents must abide by the Tariff Rules and other Instructions of the Carrier. Otherwise, the Carrier is at right to issue an ADM to the agent.
- 2.2. The Carrier is at right to issue an ADM for receiving surcharges or for making corrections to any transactions made by the Agent regarding reservation and/or issuance of any transportation document.
- 2.3. In case the Agent's error is due to a failure in the Global Distribution system (GDS), then the Agent is obliged to pay in full the issued ADM in the ordered detailed in this document, as well as connect to Global Distribution system directly in order to claim damages, without attracting the Carrier into the litigation, excepting cases which require additional information, with no expenses for the Carrier.
- 2.4. The ADM is formulated and issue by the Carrier within the terms set forth in IATA resolution 850m.
- 2.5. For correcting the incorrectly formulated refunds of the transportation, the ADM is formulated by the Carrier within the terms set forth in IATA resolution 850m.
- 2.6. The Carrier is at right to issue an ADM for cases involving reservation or/and issuance of transportation documents for the Carrier for flights operated by other airlines after receiving the bills from the other company. In this case, the Agent cannot require a smaller fee than the one mentioned by the airline.
- 2.7. For the cases enunciated in 2.6. the Agent has no right for subrogation against the Carrier or other Airline.

- 2.8. The Carrier will consider and settle (approve or reject) all ADM's disputes within the period of time set forth in IATA Resolution 850m provided that all relevant supporting documentation and/or information have been submitted through BSPlink at the time of disputing. In other case Agent's dispute will be rejected and ADM will to be payable in due order only. The Carrier reserves the right to request an Agent to submit hard copies of the supporting documents to consider the Agent's dispute.
- 2.9. An ADM can be disputed by an Agent one time only via ADM Dispute functionality in BSPlink, within period of time set forth in IATA resolution 850.
- 2.10. To exclude any doubt, the date of issuance of the ADM is considered the date of its formulation by the Carrier.
- 2.11. The period for examination of the claim by the Carrier consists of 60 days from the moment when the Agent contested the ADM by notifying the Carrier.
- 2.12. The contested ADM will be taken up for scrutinization by the Carrier conditioned that all the necessary documentation be presented to the Carrier at the moment of the petition. Otherwise, the petition will be refused and the Agent will be obliged to pay the ADM accordingly.
- 2.13. For the examination of the petition the Carrier is at right to request additional information from the Agent.
- 2.14. If not disputed within the period set forth in IATA Resolution 850m herein, the ADM will be automatically included in the Carrier's billing report and in the amount due to be paid to the Carrier for the concerned billing period.
- 2.15. If it was established that issued ADM is not reasonable, the Carrier will approve Agent's dispute or will issue an ACM for the proper amount if the originally issues ADM has been billed and paid in due order. Such ACMs will be billed and settled in the next billing period.
- 2.16. If the petition is partially accepted, it is necessary to choose the option: „dismiss the petition” and an ACM will be issued for a partial fee according to the ADM.
- 2.17. The Carrier will institute an administrative fee in the amount of 10 euros for the correction of financial transactions which will be charged additional to the fines included in table 1, point 3 .



### 3. REASONS FOR ISSUING ADMs AND FINES

Nr	ADM Category	Reason for ADM issuing	Sanctions	Administrative fee
1	Rules for applying fees/promos	Non-observance of the rules for application of published fees; fee shortage; violation of sales limit	Payment of the difference between the published fee and the applied one	Yes
2	Rules for the application of charges	Incorrect application of airport charges and fees	Payment of the difference between the published charges and the applied ones	Yes
3	Realization of refunds	The calculation of the refund is not in accord with the rules of the applied fee	Payment of the difference	Yes
4	Incorrectly applied commission	An incorrectly indicated commission fee in the invoice of the Agent	Payment of the difference in the amount of the damage	Yes
5	Violation of special conditions	Lack of documents demonstrating the passenger's right to travel at special fares	Payment of the difference in the amount of the damage	Yes
6	Incorrect exchange rate	An incorrect exchange rate applied at the ticket issuance	Payment of the difference in the amount of the damage	Yes
7	Violation of the layover time	Issuance of the ticket with a violation of the minimum layover time	The amount of the damage, including the expenses of the Carrier for the	Yes

			transportation of the passenger	
8	Transportation of luggage	Incapacity to assess the correctness of application of luggage fee	Payment of the difference between the highest fee and the applied one	Yes
9	Fake reservations	Making of double or multiple reservations for a single passenger at one Agency	Payment of a 10 Euro fine for each passenger	Yes
10	Time Limit violation	Independent application of the element „Time Limit” with the violation of the reservation rules and the non refunding of the seats according to the procedure established by the Carrier	Payment in the amount of 25 Euros for passenger	No
11	Presence of general information about the passenger in the PNR	Lack of information about the passenger in the PNR: a)Gender/Name/Surname b)Citizenship c)Date of Birth d)Number and validity of the passport/visa, where the legislation requires; Lack of passport control regarding its validity	In case the airline suffers damages-payment of damages in full. In case the Airline does not suffer damages-fine in the amount of 10.00 Euros for each passenger in the PNR	
12	Presence of contact information about the passenger in the PNR	Lack in the PNR in the SSR section of direct contact information for a non-stop potential contact of the airline representative with the	In case the airline suffers damage-full payment for damages. In case the company does not	No

		passenger	suffer damages-fine in the amount of 50 Euro for every passenger in the PNR	
13	Informing of the passenger	Not informing the passenger about changes in the schedule or other circumstances related to the transportation of the passenger, communicated to the Agent by the Carrier by existing means of communication	In case the Airline suffers damages-payment of damages in full. In case the Airline does not suffer damages-fine in the amount of 50.00 Euros for each passenger in the PNR	No
14	Unreported tickets (for all types of transactions)		1) If there is the Carrier's loss - total ticket's amount plus penalty at the rate of 0,2% from the ticket's total amount for each calendar day of delay starting from the ticket issue date to the date of ADM issue, inclusive;  2) If there is no the Carrier's loss – EUR 10 for each case	Yes
15	Late payment for the Carrier's tickets which has resulted in delay of the money remittance from IATA		Fine at a rate of 0.2% from the involved tickets' value for each calendar day: 1) From IATA Settlement Date set	Yes

			in BSP Reporting Calendar (for the proper reporting period) until the full settlement performed by IATA to the Carrier (actual IATA Settlement Date set in BSP Reporting Calendar), or 2) From the day of ACMD issued by IATA to the Carrier for unpaid amount until the day of ADMD's issuance to reimburse the Carrier of the withheld amount	
16	Voiding an issued ticket during the day of flight.		Payment of a 10 Euro fine for each passenger	Yes
17	Others	Other violations leading to damages for the Airline	Payment of damages in full	No

#### 4. CONTACT INFORMATION

Name of the Department	Telephone Number	E-mail
Mutual Settlement Department	022-022723	<a href="mailto:t.ursu@flyone.aero">t.ursu@flyone.aero</a>
Commercial Department	022-022720	<a href="mailto:b2b@flyone.aero">b2b@flyone.aero</a>
	022-022730	<a href="mailto:sales@flyone.aero">sales@flyone.aero</a>

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Lungu I. 

De accord cu modificările efectuate  
Jereghi

