

ORENAIR ADM policy

1. Terms and definitions

ADM policy - document regulating agency network, which includes a list of potential violations (violation of fare, reservation and sales rules) with respective penalties and settlement procedures.

Agency Credit Memo (ACM) means the document, which is provided by Airline to Agent in case of debt of Airline to Agent.

Agency Debit Memo (ADM) means the document, which is provided by Airline to Agent in case of debt of Agent to Airline.

Agent - physical or legal person with one or several sales points, necessary equipment and personnel for organizing air transport services sales.

Agent's commission - sum to be remitted to Agent as a full payment for the services rendered to Carrier.

Billing and Settlement Plan (BSP) means the method of providing and issuing Standard Traffic Documents and other accountable forms and of accounting for the issuance of these documents between BSP Airlines on the one hand and accredited Agents on the other, as described in the Passenger Sales Agency Rules and in Resolution 850 - Billing and Settlement Plans, and its Attachment.

BSPlink means the internet-based system developed and operated for IATA in order to facilitate Agents and Airlines access to their own information pertaining to the BSPs in which they participate, as well as exchange of information on a one-to-one basis between Airlines, and Agents.

Dispute on ADM - reasoned Agent disagreement with the cause of ADM via BSPlink/System of Interactive Interchange TCH or bilateral procedure.

SPA (Special Prorate Agreement) - an agreement which regulates special through tariffs for joint carriage of transit passenger performed by two Carriers and Carrier change at point of transfer. SPA is based on Interline Traffic Agreement between Carriers.

Standard Traffic Document (STD) - passenger ticket, baggage claim, excess baggage receipt, miscellaneous charges order etc.

Taxes and Charges - a fee established by the Carrier or other authorized bodies and charged for additional services connected with the carriage by air of passengers, baggage and cargo.

This ADM policy replaces the previous version and will be effective from March 1, 2015.

2. General provisions

2.1 In accordance with IATA Resolution 850m Joint Stock Company “Orenburg airlines” (R2, 291) (hereinafter referred to as ORENAIR) would like to make its ADM policy transparent to all travel Agents.

2.2 Agents are responsible for the proper issuance of tickets in compliance with fares and general rules for carriage provided by ORENAIR.

2.3 Some provisions of IATA Resolution 830a regarding the violation of ticketing and reservation procedures are taken into account in this policy.

2.4 The guidelines on unacceptable reservation and ticketing practices are meant to raise awareness of acceptable practices and policies in effect.

3. Scope

3.1 ORENAIR issues ADM to collect amounts or make adjustments to Agent transactions in respect of the issuance and use of Traffic Documents issued by or at the request of the Agent, regardless of which airlines are included in the itinerary (including SPA).

4. ADM reasons and penalties applied

	Violation	Penalty
1.	Violation of fare applied/discount	Fare difference amount
2.	Time Limit established in PNR with violation of reservation rules and failure to return seats according to the procedure specified by ORENAIR	50% standard fare of the respective cabin class per PNR
3.	Copying of PNR for the purpose of time limit prolongation (new PNR on the same route and passenger)	10.00 EUR per PNR
4.	Creation of duplicated or multiple bookings for one passenger at one and the same Agency	10.00 EUR per PNR
5.	Violation of ticket issuance technology (sale, exchange) in GDSs: Sirena Travel, Amadeus, Sabre, Galileo etc.	50% standard fare of the respective cabin class
6.	Insufficiency of passenger data in the PRN: - date of birth; - passport number and expiration date (if available); - citizenship; - full name (if available)	In case of ORENAIR loss - compensation for losses in full. If there is no ORENAIR loss - 10.00 EUR per passenger in PNR
7.	Ticket issued with violation of ORENAIR interline agreements	10% standard fare of the respective cabin class

8.	Discrepancy between actual ticket price and fare stated in the itinerary receipt as well as granting a passenger with a discount when air fare becomes below the air fare published by ORENAIR; or itinerary receipt fraud	100% standard fare of the respective cabin class
9.	Ticket refund without a seat withdrawal from GDS prior to the departure of ORENAIR flight	100% standard fare of the respective cabin class
10.	Tickets are not included in the report	In case of ORENAIR loss - compensation for losses in full and total ticket amount; If there is no ORENAIR loss - 10.00 EUR per ticket
11.	Non-submission of documents confirming involuntary exchange/refund	Difference amount between voluntary and involuntary ticket exchange/refund according to the rules of fare applied
12.	Exchange/refund penalty/charge not collected or incorrect amount collected	Difference amount for exchange/refund penalty/charge according to the rules of fare applied
13.	Over-claim of commission	Difference amount for commission
14.	Under collection of taxes and charges	Difference amount for taxes and charges
15.	Other violations entailed ORENAIR losses	Compensation for losses in full

In case of systematic violations (two or more) ORENAIR has a right to delete Agent ticketing authority with further termination of cooperation.

5. Minimum amount

5.1 The floor limit shall be 1 EUR or equivalent in the ADM currency.

6. Administrative fee

6.1 The administrative fee per each ADM for the reasons set out in p.4 for BSP Agents shall be 1.35 EUR or equivalent in the ADM currency.

6.2 In case ADM is rejected by ORENAIR the administrative fee shall be cancelled or returned to the Agent.

7. ADM currency

7.1 ADM will be issued in the currency of the ticket report towards which a claim is generated. For currency conversion IATA currency exchange rates valid on the ADM issuance date are used.

8. Key Points

8.1 ADM shall be processed through BSPlink/directly:

8.1.1 within 9 months of the final travel date or the expiry date of the document, when the final date cannot be established;

8.1.2 within 9 months after ticket refund has been made by the Agent.

8.2 If ADM is processed beyond 9 months, any debit action initiated beyond this period shall be handled directly between ORENAIR and the Agent.

8.3 Any ADM relates to a specific transaction only, and will not be used to group unrelated transactions together; however, more than one charge can be included on one ADM if the reason for the charge is the same.

8.4 No more than one ADM will be raised in relation to the same original ticket issuance. However more than one ADM may be raised in relation to the same ticket if it is specified for a different adjustment to previous issues.

9. ADM disputes via BSPlink or directly

The Rules presented below are mainly based on IATA Resolution 850m, 818g Attachment A, 832 paragraph 1.7.11.

9.1 The BSP Agent has 15 calendar days to review and dispute an ADM prior to its submission to BSP for inclusion in the billing. When an ADM is disputed prior to it being submitted to the BSP for processing, it will be recorded as disputed, and will not be included in the Billing.

9.2 The BSP Agents have the opportunity to register Post Billing Disputes in BSPlink only if:

a) an ADM was disputed by the Agent during 15-day period but the dispute was rejected by ORENAIR (normally without proper explanation or agreement with the Agent).

b) an ADM is disputed by the Agent between the billing date and the remittance date.

9.3 All disputes of BSP Agents via BSPlink are to be reviewed and settled by ORENAIR within 60 calendar days of receipt. Upon expiration of this period the settlement of ADM disputes is only possible on direct basis between ORENAIR and Agent.

9.4 If it is established by ORENAIR within the period prior to ADM submission to BSP for processing that this ADM is not valid it will be cancelled.

9.5 An ADM that has been included in the BSP billing will be processed for payment. Any subsequent dispute of such ADM, if it is upheld by ORENAIR, shall be performed directly and where applicable may result in the issue of an Agency Credit Memo (ACM).

9.6 If ORENAIR rejects the dispute, the reason of such rejection will be communicated to BSP Agent.

9.7 For Direct Agents ADM is issued directly, which means it is executed on the ORENAIR letterhead and forwarded to the Agent's e-mail address.

9.8 The disputing procedure for Direct Agents is implemented by forwarding a letter with comments to the following e-mail addresses: a.markova@orenair.ru, a.samohina@orenair.ru, t.nikolaenko@orenair.ru.

9.9 All disputes should be initiated by Direct Agents within 15 calendar days of ADM receipt.

9.10 When disputing the ADM Agents should provide ORENAIR with all supporting information via BSPlink or send it to the following e-mail address: a.markova@orenair.ru, a.samohina@orenair.ru, t.nikolaenko@orenair.ru.

10. Contact Details

Department	Telephone number	E-mail address
Accounting Revenue Department	+7 (3532) 676-550	a.markova@orenair.ru , a.samohina@orenair.ru , t.nikolaenko@orenair.ru
Department of Organization of Sales Air Transportation	+7 (3532) 676-644 ext. 1162	agent@orenair.ru