

ADM POLICY AND PROCEDURES

BSP Country: Ukraine

Effective Date: 01/03/2025

Dear Travel Agent,

In accordance with IATA resolution 850m (Passenger Agency Conference Resolutions Manual), given below is the ADM Policy which shall be applied by Emirates Airlines (EK) with effect from 01/03/2025.

1. INTRODUCTION :

- 1.1 The ADM serves to notify an Agent that unless there is some justification to the contrary, the Agent owes the issuing BSP Airline the amount shown on the ADM for the reasons indicated.
- 1.2 ADMs are a legitimate accounting tool for use by all BSP airlines and will only be used by Emirates 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.
- 1.3 Alternative uses of ADMs may exist provided that consultation has taken place either individually with the Agent or through the applicable local joint consultative forum.

2. BSP PROCESSING OF ADMs :

- 2.1 ADMs shall only be processed through BSP if issued within nine months of the final travel date of the revenue document. 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.
- 2.2 For any debit action required beyond this period, Emirates will correspond with the Agent to conclude the matter. Once resolved and with the agreement of both parties, the debit may be collected by ADM or manual settlement.
- 2.3 ADMs will be issued, for any excess claim of Refunds, only within nine months of the BSP refund reporting date on which the document was reported.

3. ISSUANCE PRINCIPLES :

- 3.1 The minimum value for the issuance of ADMs will be USD 10 or equivalent, per agent, per BSP reporting period, irrespective of the reason for debit.
- 3.2 ADMs will be specific in their detail as to why a charge is being made.
- 3.3 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 an ADM if the reason for the charge is the same and a detailed supporting list is provided with the ADM.
- 3.4 No more than one ADM will normally be raised in relation to the same original ticket issuance. When more than one ADM is raised in relation to the same ticket it shall be specified for a different adjustment to previous issues.
- 3.5 Except where otherwise agreed in the local market, such as GDS wastage costs, ADMs will not be used to collect third party costs not directly associated with the initial ticket issuance of passenger journey.
- 3.6 Booking out of sequence to show a better availability or price is considered a violation of our booking procedures. Some scenarios that we consider as violations would be:
- 3.7 Partial Origin and Destination is cancelled irrespective of airline carrier, for example the O&D booked is SYD-DXB-LHR and the DXB-LHR is cancelled.
- 3.8 Booking out of sequence Inbound booked first & outbound booked later, for example travel agents selling a SYD-DXB-LHR-DXB-SYD itinerary booking the LHR-DXB-SYD portion of the journey first.
- 3.9 Booking an additional segment to intervene the OD logic to get a better availability.
- 3.10 Emirates will check and restrict ticketing and/or cancel bookings that have identified as violating our policy. If a booking has already been ticketed an ADM for the following amount will be raised:
 - Economy Class
 - One-way ticket 250 USD
 - Return ticket 400 USD
 - First Class and Business Class
 - One-way ticket 400 USD
 - Return ticket 700 USD

3.11 From 1 July 2021, Emirates will raise an ADM in the event of any non-compliance by an Agent with Emirates' new 'Distribution Surcharge Operational Guideline' as set out in the 'Emirates Partners Portal'.

4. AGENT RESPONSIBILITY FOR FRAUDULENT TICKET ISSUANCE

- 4.1 Effective for tickets issued after 01/03/2025 the Agent is fully responsible for any fraudulent tickets issued through its systems, including those resulting from unauthorized access or hacking of its GDS accounts.
- 4.2 The Agent shall compensate Emirates for the full value of the fraudulent tickets.
- 4.3 The Agent shall indemnify Emirates against all liabilities, costs, expenses, damages and suffered or incurred by Emirates arising out of or in connection with the issuance of fraudulent tickets through the Agent's system, including costs for alternative travel arrangements and any passenger claims or compensation.
- 4.4 The Agent is required to maintain robust security measures to protect its GDS systems and failure to implement adequate safeguards may result in the issuance of an ADM to recover all related losses and expenses.

5. ADMINISTRATIVE CHARGES

- 5.1 Emirates will apply an administrative charge of <u>USD 25 per ADM or its equivalent in</u> <u>UAH, converted on the day of issuance</u> for under-collections of incorrect ticketing, adjustment of refunds claimed/incorrect calculations or any other adjustments required.
- 5.2 The administrative charge associated with raising an ADM, will be incorporated in the same ADM document.
- 5.3 In addition to the above-described cases, the same administrative charge will be applied in cases of:
 - Speculative / Fictitious Booking: Bookings made in anticipation of a sale where no definite passenger exists by using fake names.
 - Test Bookings: Bookings created with the purpose of testing / agency training / business tracking services etc.
 - Churning: Segments that are repeatedly cancelled / rebooked to prolong or circumvent time limits.
 - Duplicate Bookings: duplicate PNR's for the same passenger with the same itinerary.

- Out-of-sequence bookings
- In case of technical or other unintentional errors from the agent side, the Station may initiate a fee waiver after proper investigation.
- There will be no fee applied to ADM's raised for GDS Wastage resulting from the nondeletion of HX segments.

6. DISPUTES AND DISPUTE RESOLUTION

- 6.1 Agents shall dispute the ADMs in the respective BSP link within a maximum period of 14 days or as per the time limit assigned by the local BSP whichever is earlier.
- 6.2 Disputes raised by the agents shall be reviewed by EK within 60 days and if the disputes are accepted by EK all charges associated with such ADMs shall be cancelled.
- 6.3 Any dispute on a settled ADM in BSP link and if accepted by EK, will be reversed by issuance if an Agency Credit Memo (ACM) and no dispute or ACM request shall be entertained by EK whose ADM billed date exceeds 12 months.

7. CONTACT DETAILS

The contact details of persons with whom correspondence can be initiated will be available on the respective ADM in BSPLINK.