

10 April 2023

# TUNISAIR Policy on Agent Debit Memo (ADM) in Compliance with IATA Resolution 850m

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# **Background:**

Dear Partner Travel Agent,

To cut unnecessary costs and to offer the best possible service to its customers, Tunisair systematically checks the reservation and ticket issuing operations carried out on its behalf by the Authorized Travel Agencies.

Since an air ticket is a "Contract", all the clauses included in it must be correctly written. In addition, this document aims at informing the issuing Agent about the conditions under which an ADM is issued, including Fares, IATA Ticketing regulations, General Conditions of Carriage, and other instructions notified by Tunisair.

Any deviation and/or violation of this set of rules, when performing reservation and issuing operations, will result in the establishment of an Agent Debit Memo (ADM), which you are encouraged to avoid by strictly complying with ticketing procedures.

# **Chapter I: Introduction**

TUNISAIR hereby informs you of its reservation, issue, and sales control policy as well as of its procedures for issuing and rejecting ADMs (Agency Debit Memo), in accordance with IATA Resolution 850m.

#### **Chapter II: Overview**

- 1. The policy of control and tariff adjustment aims to ensure compliance with the rules of application of the reservation and fares in force, and other conditions of sale as defined, authorized and communicated by Tunisair to the Agent.
- 2. In the event of any discrepancy or failure to comply with these rules, the missing revenue will be recovered in accordance with the appropriate procedures, regardless of the distribution channel concerned. The difference is then invoiced to the Agent by means of an Agent Debit Memo (ADM).
- 3. The controls are carried out on the TU documents (199). They involve issues, reissues, revalidations or refunds, whether the pricing is automatic or manual.
- 4. Unless otherwise provided for, either in the ticket or in the general conditions of carriage, a ticket is valid for:
  - One year from the date of issue if no flight coupon is used,
    Or,
  - One year from the date of use of the first coupon.

# **Chapter III: Legal Framework**

- 1. The Agent's obligations are described in IATA resolution 824, in which is stated that the Agent should issue tickets in compliance with Carrier's fares, fare rules, general conditions of carriage and written instructions of the Carrier to the agent.
- 2. Therefore, no Agent is entitled to use a change of TST (Transitional Stored Ticket) from another site to be solely responsible for the issuance of the tickets.
- 3. In compliance with IATA Resolutions 850m, 830a and 830d, Tunisair has the right to control and issue ADMs for any transport document. These resolutions require carriers to communicate their ADM policy and to specify in particular all charges and fixed amounts.

ADMs shall be issued for discrepancies as defined in Resolutions 830a and 830d.

# **Chapter IV: Types of discrepancies**

#### 1. Fares

1.1- All fare elements are checked: basic airfare, airline surcharges, airport taxes/fees, commissions, discounts (when applicable), tour code, negotiated fares, date of birth and baggage allowances. 1.2- Handling of TSTs is strictly forbidden, unless special dispensation from Tunisair is given to the Agent by written notice. In case of non-compliance by the Agent with the instruction, the ticket will be adjusted on the basis of the full fare, according to the class of service (Y & C).

# 2. Exchange

- 2.1- In case of exchange, and in accordance with the applicable fare note, the penalty will be applied under the CP tax order. However, the prior reservation should be cancelled.
- 2.2- In case of flight cancellation, the Agent will be relieved of penalty and the ticket will be either refunded or exchanged on another flight according to Tunisair's proposal and the passenger's agreement.
- 2.3- In case of flight cancellation and refusal of the passenger to be granted flight protection, the rerouting procedure will be handled in collaboration with Tunisair.
- 2.4- The change/reissue must be done simultaneously within the time limits mentioned in the fare note, in order to avoid the NO SHOW penalty.

# 3. Refunds

- 3.1- In case of cancellation of departure by the passenger, the fare note concerning the conditions of refund will apply, unless the flight is cancelled by Tunisair.
- 3.2- Refunds will not be authorized should the sequential order of the coupons not be respected.
- 3.3- In case of a request for refund of taxes on a fare leg, whose conditions do not allow the refund of the fare, and the coupons will have been partially used, the refund of taxes related to the unused part of the ticket will be accepted.
- 3.4- Cancellation (VOID) and refund must be made simultaneously within the time limits specified in the fare note, to avoid the NO SHOW penalty.

#### 4. Baggage allowance

- 4.1 The baggage allowance shown on the ticket must correspond to the type of fare under which the ticket was issued.
- 4.2 Failing this, the value of the ADM will be calculated on the basis of the excess baggage fee chart regarding the free baggage allowance that should have been applied.

# 5. Misplating (the use of the digit code)

- 5.1 Tunisair checks if its three digit code (199) is authorized and used correctly by the Agent for manual or automatic pricing.
- 5.2 The use of the 199 code for a fully booked route on another carrier is strictly forbidden.
- 5.3 In case the use of the 199 code is not authorized, a penalty will apply by sending an ADM on the basis of 50% of the fare collected.
- 5.4 If the Agent repeatedly violates the provisions of 5.1 and 5.2 above, Tunisair reserves the right to cancel the ticket issuance authorization for the Agent.

# 6. Passenger eligibility conditions

For any discount related to the age of the passenger, the Agent must specify the date of birth of the passenger. The date of birth must be entered according to the following formula:

Adult with baby:

NM1 LAST NAME/FIRST NAME (INF/FIRST NAME/15APR11)

Child:

NM1 LAST NAME/FIRST NAME (CHD/15APRo9)

FD CH

Youth:

NM1 LAST NAME/FIRST NAME(YTH) (ID15APR90)

FD ZZ

# 7. Tour Code

The Fare Code or Tour Code is a mandatory clause on the ticket, and the Agent is required to include it on the ticket, especially in the case of negotiated fares (Group, Corporate,...). Any omission or error in the code will result in an ADM.

#### 8. Abusive practices

The policy applies to all circuits (IATA and non-IATA, international and domestic flights) using the following GDS: Amadeus, Travelport and Sabre.

8.1 Cancellations: Tunisair reserves the right to charge 50% of the cancellations made when the rate of bookings completion is less than 15%. The cost of cancellation is 3€ per segment per passenger. Each cancellation made on the day of departure is charged 15€ per segment per passenger.

- **8.2 Excessive Churning:** Creating and cancelling on repeated occasions the same segment, travel date, the same or different flight number and the same passenger in the same booking or different bookings shall be regarded as Churning as from the seventh cancellation and the eighth relocation for the same segment. **This practice is strictly forbidden** by TUNISAIR and will be charged 50€ for each PNR.
- **8.3 Duplicate segments:** Creating duplicate segments (two or more segments on the same itinerary in the same PNR) is <u>not allowed</u>. This violation will be charged 20€ per segment for each Passenger.
- 8.4Passenger Contact: If a passenger contact is missing (cell phone number according to the SSR CTCM- format with the obligation to indicate the country code, or e-mail address according to the SSR CTCE- format) in a PNR, a penalty of 150 € per passenger will be invoiced. If a non-informed client files a complaint, all the compensation costs incurred by Tunisair will be charged to the issuing agency through an ADM.
  - 8.5 **Fictitious Bookings:** Creating bookings with fictitious/fake names or fictitious segments (GK) will be subject to a penalty of 30 € per segment per passenger.
  - 8.6 Inactive segment (with segment status UN, UC, HX, NO, WK, WL ...): When booking has undergone a program irregularity (flight cancellation, itinerary change ...), the inventory system of Tunisair sends a notification. The agency must process the PNRs by cancelling the inactive segments generated following the change of the initial booking. All inactive segments not deleted by the creating agency will be charged at 15€ per segment per passenger.

#### 9. Ticket verification at the airport

- 9.1-Tunisair also performs checks at the airport to verify the compliance of the ticket held by the passenger with the General Conditions of Carriage.
- 9.2- In case of non-conformity of the ticket with all the above conditions, an ADM will be sent to the issuing Agent.

# 10. Credit Card Acceptance

- 10.1 The Agent is required to comply with the rules and procedures described in IATA Resolution 890.
- 10.2 The Agent shall ensure that the type of credit card, at the time of sale, is accepted for payment by Tunisair for each country and each GDS (See Tunisair Payment Policy). The amount of a ticket issued with a credit card that is not accepted by Tunisair will be charged via an ADM to the Agent.

10.3 The Agent shall be responsible for checking the validity of the Customer Card and that purchase is authorised by the relevant card holder. An ADM is issued if Tunisair is charged by the credit card purchaser for any misuse related to a ticket issued by the Agent. The Agent is fully responsible for any credit card transactions.

10.4 Should credit card fraud occur on a ticket issued by the Agent, Tunisair will charge the cost of the fraud to the Agent by sending an ADM.

10.5 Any ticket issued with a credit card whose payment has not been collected by Tunisair, or any credit card payments rejected for used tickets, are subject to an ADM with the value of the ticket, regardless of the reason.

10.6 In the event of an airline being in default of payment, Tunisair will generate an ADM for each UATP credit card issuance not collected.

10.7 Cash refunds for tickets issued using credit cards are strictly prohibited. Any cash refund will generate an ADM equivalent in value to the amount refunded.

# Chapter V : Scope of ADM Issuance/Policy

- 1. In case of non-compliance with fare rules, Tunisair will systematically generate an ADM whose amount will be equivalent to the difference between the applicable fare and the incorrect fare shown on the ticket. Also, to cover audit process cost, 18% of the value of the amount will be added to each ADM.
- 2. ADM minimum amounts are:
  - (a) 5 EUR in case of fare discrepancy,
  - (b) 2 EUR in case of taxes and commissions.
- 3. Several ADMs could be generated for the same ticket, if this ticket has several fare differentials that are not linked to each other.
- 4. In compliance with the IATA 850m resolution, in case of persistent abusive practices made by the same IATA code, Tunisair reserves the right to send an ADM of the corresponding value.

#### Chapter VI: Issuance Process and Dispute of ADMs via BSP

In compliance with IATA Resolution 850m:

- 1. ADMs shall only be processed through the BSP if issued 9 months after the final travel date or after the refund/exchange has been made by the Agent.
- If the ticket is not fully used, the document expiry date will be applied. After this date, adjustments will be made directly between the Agent and the Carrier.
- 2. Disputes and transmission of evidence are made via BSPlink.
- 3. The time limit for contesting is 15 days, starting from the sending date of the ADMs.
- 4. Tunisair will provide feedback to the dispute within 60 days (in compliance with IATA Resolution 850m), giving a clear explanation of the acceptance or rejection of the dispute.

5. For any dispute, the Agent must justify and provide valid evidence for the dispute, otherwise the dispute will be inadmissible and rejected by Tunisair.

We remind you that if the Agent is involved in any fraudulent practice, Tunisair reserves the right to cancel the authorization to issue TU tickets.

For all other claims, apart from the mentioned rules, the agency must contact Tunisair.

# The following is a list of emails for any ADM/ACM queries:

NORTH AMERICA, AUSTRALIA & ASIA		
CANADA		
USA	ventesmontreal@tunisair.com.tn	
AUSTRALIA	agencemontreal@tunisair.com.tn	
HONG KONG	Adm.bsptunisie@tunisair.com.tn	
JAPAN		
MALAYSIA		

AFRICA		
	Representant.bamako@tunisair.com.tn	
MALI	tunisairbko@orangemali.net	
	Adm.bsptunisie@tunisair.com.tn	
MAURITANIA	Agence.nouakchott@tunisair.com.tn	
	Adm.bsptunisie@tunisair.com.tn	
ALGERIA	Representant.alger@tunisair.com.tn	
	Alger@tunisair.com.tn	
	Cac.alger@tunisair.com.tn	
	Adm.bsptunisie@tunisair.com.tn	
	casa@tunisair.com.tn	
MOROCCO	casablanca@tunisair.com.tn	
	Adm.bsptunisie@tunisair.com.tn	
LIBYA	Adm.bsptunisie@tunisair.com.tn	
NIGER	Agence.niamy@tunisair.com.tn	
CAMEROON	Adm.bsptunisie@tunisair.com.tn	
CHAD		
COTE D'IVOIRE		
KENYA	Representant.abidjan@tunisair.com.tn	
SOUTH AFRICAN REPUBLIC	Financier.abidjan@tunisair.com.tn	
CONGO	Adm.bsptunisie@tunisair.com.tn	
GABON		
SENEGAL	Representant.dakar@tunisair.com.tn	
	tunisair.dakar@gmail.com	
	Adm.bsptunisie@tunisair.com.tn	
BURKINA FASO	Agence.ouagadougou@tunisair.com.tn	
BENIN	Adm.bsptunisie@tunisair.com.tn	
TOGO	_	
TUNISIA	Adm.bsptunisie@tunisair.com.tn	

EUROPE		
AUSTRIA		
SERBIA	office@tunisair.co.at	
RUSSIA	Adm.bsptunisie@tunisair.com.tn	
CENTRAL EUROPE	ramospianiste (a tamsanicemia)	
BELGIUM/LUXEMBOURG	vente@tunisairbxl.be	
NETHERLANDS	financier@tunisairbxl.be	
	Adm.bsptunisie@tunisair.com.tn	
	Direction.france@tunisair.fr	
FRANCE	cgf.par@tunisair.fr	
	bsp.par@tunisair.fr	
	Adm.bsptunisie@tunisair.com.tn	
GERMANY	centre.fra@tunisair.de	
SCANDINAVIA	agence.to@tunisair.de	
	Adm.bsptunisie@tunisair.com.tn	
ITALY	serviziobsp@tunisair.it	
MALTA	Adm.bsptunisie@tunisair.com.tn	
SPAIN	programacion@tunisair.com.es	
PORTUGAL	Adm.bsptunisie@tunisair.com.tn	
	contact@tunisair.ch	
SWIZERTLAND	cac.geneve@tunisair.ch	
	Adm.bsptunisie@tunisair.com.tn	
UNITED KINGDOM	direction@tunisairuk.co.uk	
IRELAND	accounts@tunisairuk.co.uk_	
	Adm.bsptunisie@tunisair.com.tn	
TURKIYE	Info@tunisairturquie.com	
CYPRUS	agences@tunisairturquie.com	
GREECE	Adm.bsptunisie@tunisair.com.tn	
BULGARIA		

MIDDLE EAST		
SAUDI ARABIA	Representation.arabiesaoudite@tunisair.com.tn	
EGYPT	representant.lecaire@tunisair.com.tn	
M.EA	cac.jeddah@tunisair.com.tn	
	Adm.bsptunisie@tunisair.com.tn	