



LLC «Aircompany «Ikar»
俄罗斯伊可亚航空有限责任公司

APPROVED BY

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“01 “ March 2019

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商务总监

2019年3月1日

**LLC «Aircompany «Ikar»
Ticket Sales Manual
for BSP Agents of China.**

**俄罗斯伊可亚航空有限责任公司
机票销售手册
中国 BSP 代理商**

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Contents

目录

Glossary	3
术语表	3
1 Introduction	5
1引言	5
2 General	5
2总则	5
3 Opening/Closing the Access to Carrier's Systems	6
3打开/关闭承运人系统的访问权	6
4 Sales Settlements, Reports, and Refunds	7
4销售结算、报告和退款	7
5 Agent Fee	9
5代理费	9
6 Penalty	10
6处罚	10
7 Agent's Operation in Booking Systems	10
7代理商预订系统中的操作	10
8 Agent's Liabilities	11
8代理商的责任	11
9 Force Majeure	11
9不可抗力	11
10 Dispute Settlement	12
10争议解决	12
11 Miscellaneous	13
11其他	13

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Glossary/术语表

Agent / 代理商	Means an Accredited IATA Agent which, in the Airline's name and its cost and expense, books, issues and sells air tickets to the Airline's scheduled flights under the Passenger Sales Agency Agreement and in accordance with the Airline's rules, manuals and procedures, using the Billing and Settlement Plan (BSP).	指IATA认可高代理商，该代理商以航空公司的名义，由航空公司承担费用，根据客运销售代理协议及航空公司的规则、手册和程序，使用计费 and 结算计划（BSP）为航空公司进行航班预订、发行和销售机票。
Passenger Sales Agency Agreement (PSAA) / 乘客销售代理协议 (PSAA)	Means the Agency Agreement between the Agent and Airline – an IATA member - represented by IATA General Director who acts in the name and on behalf of the Airline – IATA member and in accordance with the IATA resolutions (the “Agency Agreement”). Terms and conditions of the Agency Agreement are detailed in IATA Resolution 824.	指代理商行与航空公司（IATA成员）之间的代理协议（“代理协议”），由IATA总经理代表，以航空公司（IATA成员）的名义和代表行，并符合IATA决议。IATA第824号决议详述了代理协议的条款和条件。
Agency Credit Memo (ACM) / 代理商贷项凭单 (ACM)	Means the document issued by the Airline being a BSP signatory to the Agent in case of debt of the Airline to the Agent, to denote the necessity for the Airline to refund the Agent.	指航空公司作为 BSP 签署人向代理商签发的文件，以表明航空公司应当给代理商进行退还。
Agency Debit Memo (ADM) / 代理商借借项凭单 (ADM)	Means the document issued by the Airline being a BSP signatory to the Agent in case of debt of the Agent to the Airline, to denote the necessity for the Agent to pay a fine to the Airline.	指航空公司作为 BSP 签署人向代理商签发的文件，以表明代理商应当向航空公司支付罚款。
ADM Policy/ADM 政策	Means the regulation to govern the agent network operation, including the list of possible non-compliances (terms and conditions of carriage, booking and/or sales procedures), with Penalties and settlement procedure established.	指管理代理商网络运营的法规，包括可能存在的不符合项清单（运输、预订及或销售程序的条款和条件），规定处罚和结算程序。
Billing and Settlement Plan (BSP)/计	Means the settlement system to simplify the process of issuing air tickets, preparing the sales reports, and performing settlements in	指结算系统，用于简化签发机票、编制销售报告以及对代理商向航空公司提供的服务进行结算。

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费和结算计划 (BSP)	relation to the Agents' services to the Airline.	
BSP Reporting Calendar /BSP 报告日历	Means the BSP Reporting Periods and Payment Dates Calendar attached as Annex 1 to the IATA BSP Manual for Agents. Chapter 14. Local Procedures.	指作为IATA BSP代理商手册附件1所附BSP报告期间和付款日期日历。第14章当地程序
BSplink	Means the electronic Web system established on behalf of and managed by IATA to ensure agents' and airlines' access to and exchange of the information of their respective relations in the BSP.	指由IATA建立并管理的电子网络系统，以确保代理商和航空公司能够访问和交换其在BSP中各自关系的相关信息。
Voiding /作废 IATA	Means voiding of an air ticket issued. Means the International Air Transport Association	指将已签发的机票作废。 指国际航空运输协会
IATA Local territory/IATA 本地区	Means the Branch Office of the International Air Transport Association (IATA) which operates in Local territory.	指IATA在当地经营的分支机构。
Message/消息	Means a message sent to BSP Agents via email when the Airline has opened to such Agent the access to the Airline's information systems relating to operations in the BSP Agents of All Countries (excluding Russia) to confirm that the Agent has read and understood all the «Aircompany «Ikar» regulations on ticket sales.	指当航空公司向 BSP 代理商开放对航空公司与所有国家（俄罗斯除外）的 BSP 代理商的运营相关的信息系统的访问权限，以确认代理商已阅读并理解所有关于机票销售的伊可亚公司的规定时，通过电子邮件发送给 BSP 代理商的信息。
FME	Means a force majeure event.	指不可抗力事件。
Reporting Period /报告期	Means a ten-day period of any calendar month.	指任何日历月的十天期限。
Passenger /乘客	Means any person, except for crewmembers, who is or should be carried under the air carriage contract (Standard Traffic Documents).	指根据航空运输合同（标准交通文件）运载或应当运载的任何人，机组人员除外。
Airline /航空公司	Means LLC «Aircompany «Ikar» which carries passengers by air on the basis of Standard Traffic Documents and participates in the BSP.	指根据标准交通文件空运乘客，并参与BSP的俄罗斯伊可亚航空有限责任公司。

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Standard Traffic Documents (STD)/标准交通文件 (STD)	Means IATA Standard Traffic Documents to confirm execution of the air carriage contract in relation to passengers, baggage and other services ancillary to air transport: <ul style="list-style-type: none">- Electronic forms of IATA STDs- Electronic passenger tickets and baggage receipts (the “E-Ticket”),- Electronic Miscellaneous Documents (EMD),	指确认执行航空运输合同的IATA标准交通文件，涉及乘客、行李及其他航空运输辅助服务： <ul style="list-style-type: none">-IATA STD的电子形式、-电子客票和行李收据（“电子客票”）、-电子杂项文件（EMD）
Card (debit card, credit card, other card)/卡片 (借记卡、信用卡、其他卡)	Means a personal payment document issued by a certain payment system to provide the access to the cardholder’s account and be accepted as electronic payment for goods and services, and receive cash at bank branches or ATMs.	指由特定支付系统签发的个人支付文件，用于提供持卡人账户的访问权限，并接受为商品和服务的电子支付，而在银行分行或ATM机收取现金。
Sales Point /销售点	Means the Agent’s division other than an independent legal entity, to perform booking, issuing and selling of passenger tickets under the Agency Agreement; such division located at the Agent’s place of business or otherwise.	指除独立法人实体以外的代理商分支机构，根据代理协议进行客票预订、发行和销售；该部门位于代理商的营业地或其他地方。
Passive Booking /被动预订	Means the booking for the purpose of air ticket issuing in a Booking System other than that used for the real booking. Passive Booking is a copy of the real booking and should be voided after the ticket is issued.	指订票系统中为发行机票而进行的订票，而非用于实际订票的订票。被动预订是真实预订的副本，在出票后应当作废。
Passenger Name Record (PNR)/乘客姓名记录 (PNR)	Means passenger’s name record in a Booking System.	指预订系统中的乘客姓名记录。
Reservation Booking Designator (RBD)/预订指示符 (RBD)	Means the letter booking code.	指字母的预订代码。

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IER	Means the Intrinsic Error Register	指固有误差登记簿
BSP Manual /BSP手册	Or BSP Manual for Agents. Means the manual detailed in Annex I to Resolution 850 (Billing and Settlement Plan) and containing rules and procedures for Agents operating in the BSP.	或代理商BSP手册指第850号决议（计费和结计划）附件1中详述的手册，其中包含在BSP中工作的代理商规则和程序。
Booking System /订票系统	Means the Global Distributive System (GDS) or Automated Booking System (ASB) which collects, stores, processes and/or distributes information through computer kiosks or other devices to handle air or ground transport, accommodation and other tourist services offered by touring providers; enables touring operators and other entities to book or confirm the use, or inquire information about services and/or process transactions to obtain or use the services. The GDS\ABS includes, without limitation, systems managed by Amadeus, Sirena Travel ZAO, and other systems offering the multi-provider base to touring operators and other entities.	指全球分散系统（GDS）或自动预订系统（ASB），通过计算机亭或其他设备收集，存储，处理及或分发信息，以处理旅游供应商提供的航空或地面运输、住宿和其他旅游服务；使旅游运营商和其他实体能够预订或确认服务使用、查询有关服务的信息及或处理事务以获取或使用服务。GDS\ABS 包括但不限于由 Amadeus、Sirena Travel ZAO管理的系统，以及为旅游运营商和其他实体提供多提供商平台的其他系统。
BSP Local territory /BSP本地区域	Means the method of providing and issuing Standard Traffic Documents and other accountable forms and accounting for the issuance of these documents between the Airline and Agent, as described in the Passenger Sales Agency Rules and IATA Resolution 850.	指按照《乘客销售代理商规则》和IATA第850号决议的规定，航空公司和代理商之间提供和发布标准交通文件和其他会计表格和会计文件的方法，并对这些文件的发布进行核算。
Interline Agreement /行间协议	Means the agreement between Airlines to recognize each other's Standard Traffic Documents.	指航空公司之间就相互承认对方的标准交通文件而达成的协议。
Notice/通知	Means any information issued by LLC «Aircompany «Ikar» under the corporate letterhead and signed by the Airline's authorized official. The Notice describes the Agent's access to the Airline's information	指由俄罗斯伊可亚航空有限责任公司以公司信头签发并经公司授权官员签字的任何信息。通知描述代理商在 BSP 框架内访问航空

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systems within the BSP frame and the Agent Fees by levels. The Notice is stored at the official website of LLC «Aircompany» www.pegasfly.com.

公司信息系统的权限，以及按级别划分的代理商费用。该通知存储于俄罗斯伊可亚航空有限责任公司的官方网站：www.pegasfly.com。

Financial Security / 财务担保

Financial Security for the Passenger Tickets Sold under IATA STD means the method to ensure that the Agent complies with its obligations under the Agency Agreement, in the form of the industry bank guarantee issued in favor of IATA.

根据 IATA STD 销售的客票的财务担保指以 IATA 为受益人的工业银行担保的形式，确保代理商履行其在代理协议下义务的方法。

Fictitious Booking / 虚构预订

Means booking of a seat without the intent to enter into the air carriage contract resulting from such booking, with the passenger specified therein.

指预定座位，而不打算与其中指定的乘客签订航空运输合同。

Fictitious Passenger / 虚构乘客

Means a Passenger whose identity is unreal, either in full or by more than one item (i.e. surname or name or birthdate or passport number, etc.)

指身份不真实的乘客，无身份全部还是由多个项目（即姓氏、姓名、出生日期或护照号码等）。

Fictitious Ticket Number / 虚构票号

Means a ticket number generated by the Agent or third party upon the Agent's request (as a result of the Agent's act or omission) rather than by the Booking System (the Airline) in accordance with the established procedure.

指代理商或第三方根据代理商的要求（由于代理商的作为或不作为）而不是按照既定程序通过订票系统（航空公司）生成的票号。

Fictitious OK Status / 虚构的正常状态

Means the booking status confirming that the seat at a certain flight is assigned to a certain passenger by the Agent or third party upon the Agent's request (as a result of the Agent's act or omission) rather than by the Booking System (the Airline) in accordance with the established procedure.

指由代理商或第三方根据代理商的要求（由于代理商的作为或不作为）而不是由订票系统（航空公司）按照既定程序将某一航班的座位分配给某一乘客的订票状态。

1. Introduction	1. 引言
This Manual regulates sales and issuance of air tickets to «Aircompany «Ikar» flights by Agents using the BSP within the Federation.	本手册规定了联邦内使用BSP的代理商销售和发行伊可亚公司航班的机票。
2. General	2. 总则

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<p>2.1. The Agent offers, in the name and at the cost of the Airline, services of passenger booking and ticket issuing and selling to scheduled flights performed by the Airline and flights performed by other air operators, under the IATA STD in accordance with the Airline's applicable fares and fees, rules and regulations and regulations of other air operators. The Agent may also sell ancillary services relating to air traffic. The Agent shall not have the right to issue passenger tickets on the basis of STDs to flights of any air operator which does not have the Interline Agreement with the Airline.</p>	<p>2.1 代理商以航空公司的名义并由航空公司承担责任，向航空公司执行的定期航班以及其他承运商执行的航班依据IATA STD并按照航空公司适用的费用标准、规则规章以及其他承运商的规章提供客票预订、发行与销售服务。代理商也可以销售与空中交通有关的辅助服务。代理商不得根据与航空公司没有联程协议的任何航空承运商的航班基于STD签发客票。</p>
<p>2.2. This Manual shall not be applied to settlements under charter agreement or any other agreements between the Agent and Airline.</p>	<p>2.2 本手册不适用于依据包机协议或代理商与航空公司之间的任何其他协议进行的结算。</p>
<p>2.3. Standard Traffic Documents shall be issued by the Agent in accordance with the Airline's regulations, with actual booking status and within the terms established by the applicable Fare Regulation or the Airline, at accredited IATA Sales Points. The Airline shall be entitled to check such Sales Points.</p>	<p>2.3 代理商应根据航空公司的规定，在经认可的IATA销售点，根据实际订票情况和适用的票价规定或航空公司规定条款，签发标准交通文件。航空公司可以检查此种销售点。</p>
<p>2.4. The Agent's authorities are determined by the Airline in the Agency Agreement and this Manual.</p>	<p>2.4 代理商的权限由航空公司在代理协议和本手册中确定。</p>
<p>2.5. The Airline supervises the issuance by the Agent of IATA STDs. Upon the Airline's request, the Agent shall deliver operational documents and information including, without limitation, copies of constitutional documents (i.e. Articles and Association, etc.), copy of the company registration certificate (record in the Unified State Register), excerpt from the Unified State Register, financial statements, and confirmation of authorities of the person who signed the Agency Agreement. In the case when the Agent uses the simplified taxation system, the Agent shall submit to the Airline a</p>	<p>2.5 航空公司监督代理商的IATA STD发布。应航空公司的要求，代理商应当提供业务文件和信息，包括但不限于设立文件（即公司章程等）副本、公司注册证书副本（统一国家法人登记簿记录）、统一国家法人登记簿记录摘录、财务报表，以及确认签署代理协议认识权限的文件。代理商使用简化税制的，应当向航空公司提交盖代理商公章的简化税制通知的副本。</p>

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<p>copy of the Simplified Taxation Notice certified by the Agent's corporate seal.</p>	
<p>2.6. The Agent shall not be entitled to represent itself as the General Sales Agent or use any other marks which may cause the Agent or Sales Point be perceived as the Airline or its branch/representative office.</p>	<p>2.6 代理商不得代表自己作为航空公司的总销售代理商或使用任何其他可能导致代理商或销售点被视为航空公司或其分公司、代表处的标志。</p>
<p>2.7. Under the Agency Agreement, the Agent shall book seats and issue and sell tickets in accordance with the fares and fees established by the Airline or any other confidential rates determined by a separate agreement(s).</p>	<p>2.7 依据代理协议，代理商应当根据航空公司确定的票价和费用，或由单独协议确定的任何其他保密价格，预订座位并发行和出售机票。</p>
<p>2.8. When a passenger pays for the ticket by a plastic card, the Agent shall act in accordance with the direct acquiring agreement between the Agent and the bank.</p>	<p>2.8 乘客用信用卡支付票款时，代理商应当按照代理商与银行之间的直接收票协议办理。</p>
<p>2.9. The Agent shall have the right to issue tickets to flights open for electronic sale, as E-Tickets.</p>	<p>2.9 代理商可以以电子客票的形式对于开放电子销售的航班发行客票。</p>
<p>2.10. The Agent shall inform passengers, in return of the personal signature on the printed itinerary receipt of the e-ticket, of the Airline's fare regulations, refund procedure, other terms and conditions of air traffic contract and confirmation documents, and amendments caused by flights cancelled or delayed by the Airline. The Agent shall comply with the requirements of Chapter 7 hereof, otherwise the Agent shall reimburse all the Airline's costs and expenses resulting from a failure to timely inform the Passengers on changes in the Airline's flight schedule or departure gate.</p>	<p>2.10 乘客在电子客票打印出的行程收据上的签字的，代理商应当告知航空公司的票价规定、退款程序、航空运输合同和确认文件的其他条款和条件以及航空公司取消或延迟航班引起的修改。代理商应当遵守本协议第七章的要求，否则代理商应当赔偿因未能及时告知乘客航空公司航班时刻表或登机门的变化情况而导致的航空公司的所有费用和开支。</p>
<p>2.11. The Agent shall notify the Airline on all the Passengers' requests which may be used to increase the efficiency and quality of services.</p>	<p>2.11 代理商应当将所有乘客的要求告知航空公司，以提高服务效率和质量。</p>
<p>2.12. To book seats and sell air tickets, the Agent shall have the right to use the Booking Systems approved by IATA. The Agent shall perform the booking</p>	<p>2.12 代理商预订座位和出售机票时，可以使用IATA批准的预订系统。代理商应当按照本合同第七章的要求进行预订和销售。</p>

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<p>and selling in accordance with requirements of Chapter 7 hereof.</p>	
<p>2.13. The procedure for interactions between the Agent and the Airline in relation to access to the Airline’s information systems is detailed at the Airline’s website: www.pegasfly.com.</p>	<p>2.13 代理商与航空公司之间有关访问航空公司信息系统的互动程序在航空公司网站www.pegasfly.com上详细说明。</p>
<p>2.14. The Agent shall use trademarks and corporate name of LLC «Aircompany «Ikar» in compliance with the corporate style of LLC «Aircompany «Ikar». The Agent shall agree all designs containing trademarks and corporate name of the Airline with and request the brand regulation at: marketing@nordwindairlines.ru. In the case when the Airline reveals any non-compliances with the above, the Airline shall reserve the right to recover applicable penalties from the Agent.</p>	<p>2.14 代理商应当按照俄罗斯伊可亚航空有限责任公司的公司风格使用俄罗斯伊可亚航空有限责任公司商标与商号。代理商应当向以下地址请求同意包含航空公司商标和商号的所有设计和品牌管理：marketing@nordwindairlines.ru。航空公司发现有任何不符合上述规定的，可以向代理商追回适用的罚款。</p>
<p>2.15. If a Party changes its address (place of business or postal address), bank details or shipping address, such Party shall, within 5 business days, notify the other Party thereof and shall be liable for any consequences resulting from the other Party not having been notified and, if notified, the changes come into effect as soon as received by the other Party.</p>	<p>2.15 一方更改其地址（营业地址或邮政地址）、银行信息或装运地址的，应当在5个工作日内通知对方，并承担由于对方未收到通知而造成的任何后果，或收到通知的，该更改应当在收到通知后立即生效。</p>
<p>3. Opening/Closing the Access to Carrier’s Systems</p>	<p>3. 打开/关闭承运人系统的访问权</p>
<p>3.1. The Airline opens to the Agent the access to the Airline’s information systems under the following conditions:</p>	<p>3.1 航空公司在以下条件之下向代理商开放航空公司信息系统的访问权：</p>
<p>– The sufficient Financial Security is issued in favor of IATA;</p>	<p>– 为IATA提供充足的财务担保的；</p>
<p>– The Agent sent the request in accordance with the Airline’s requirements as specified in the Information System Access Application.</p>	<p>– 代理商根据信息系统访问应用中规定的航空公司要求发送请求的。</p>

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<p>3.2. The Information System Access Application serves as a public offer for both Agent and Airline.</p>	<p>3.2 信息系统访问应用作为代理商和航空公司的公开报价。</p>
<p>3.3. To be capable of issuing Traffic Documents to the Airline's scheduled flights, the Agent shall not have any outstanding debts against the Airline arising out of sums due to the Airline for sales of its scheduled, blocked or charter passenger flights and cargo flights, including claims, penalties and fees, if any.</p>	<p>3.3 代理商不得向航空公司具有因其销售航空公司的定期、禁止的或包机客运航班和货运航班的任何应付款额，包括存在的索赔要求、罚款和费用。</p>
<p>3.4. The Agent shall provide the Financial Security in the form of the industry bank guarantee in favor of IATA; such bank guarantee being unconditional and irrevocable, with the pre-determined sum secured in the amount of at least the minimum limit established by IATA. Bank guarantees shall be used as the Financial Security for the Airline's scheduled flights (excluding charter and other flights performed by the Airline under separate agreements with the Agent).</p>	<p>3.4 代理商应当IATA为收款人的工业银行担保的形式提供财务担保；该银行担保是无条件的，不可撤销的，其预先确定的担保金额至少为IATA规定的最低限额。银行担保应当作为航空公司定期航班的财务担保（不包括包机和航空公司根据与代理商的单独协议执行的其他航班）。</p>
<p>3.5. IATA determines for the Agent the minimum limit of the Financial Security and approved banks and provides the Agent with the standard bank guarantee wording, as established by IATA. IATA also determines the interval to calculate the minimum limit of the Financial Security.</p>	<p>3.5 IATA为代理商确定金融担保最低限额和批准的银行，并向代理商提供IATA规定的标准银行担保措辞。IATA也确定计算金融担保最低限额使用的时间。</p>
<p>3.6. IATA supervises the timeliness, accuracy and sufficiency of the Financial Security provided.</p>	<p>3.6 IATA监督提供财务担保的及时性、准确性和充分性。</p>
<p>3.7. The original bank guarantee is stored by IATA</p>	<p>3.7 银行保函的原件由IATA保存。</p>
<p>3.8. When opening for the Agent the access to the Airline's information systems, the Airline delivers the Notice to the Agent's email specified in the Agent's Information System Access Application.</p>	<p>3.8 当为代理商打开航空公司信息系统的访问权时，航空公司将通知发送到代理商信息系统访问应用中指定的代理商电子邮箱地址。</p>
<p>3.9. The Agent shall be responsible for proper protection of the</p>	<p>3.9 代理商应当负责适当保护用于访问预订系统的通信通道和设备 and 预订系统</p>

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<p>communication channels and equipment used to access the Booking Systems, as well as the Booking Systems access codes, against any accidental or deliberate unauthorized intervention with the process of issuing e-tickets. The Airline determines the related penalties and compensation procedure in its ADM Policy.</p>	<p>访问代码，以防在发行电子机票过程中发生任何意外或故意的越权干预。航空公司在其行政管理政策中确定相关的处罚和赔偿程序。</p>
<p>3.10. The Airline shall have the right to close, at its sole discretion, the Agent's access to the Airline's Booking Systems at any time, including upon occurrence of any of the following:</p>	<p>3.10 航空公司可以自行决定在任何时候关闭代理商航空公司订票系统的访问权，包括发生以下任何情况时：</p>
<p>– The Agent failed to comply with the Agency Agreement, the Airline's Manuals, Guides, Traffic Rules, Fare Regulations or other regulations accessible through the Airline's website,</p>	<p>– 代理商未能遵守代理协议、航空公司手册、指南、交通规则、票价规定或其他可通过航空公司网站访问而阅读的规定。</p>
<p>– The Agent failed to maintain sales of passenger tickets to the Airline's flights.</p>	<p>– 代理商未能维持航空公司航班客票的销售。</p>
<p>3.11. When the Airline closed the Agent's access to the Airline's information systems, the Agent shall stop the seat booking and ticket issuing and selling in relation to the Airline's scheduled flights and pay all sums due to the Airline.</p>	<p>3.11 航空公司关闭代理商对航空公司信息系统的访问权后，代理商应当停止与航空公司预定航班有关的订座和售票，并支付所有应当付给航空公司的款项。</p>
<p>4. Sales Settlements, Reports, and Refunds</p>	<p>4. 4查4销售结算、报告和退款</p>
<p>4.1. All sums received by the Agent for the Airline's flights sold, including taxes and levies and ancillary services of the Airline, shall be deemed the Airline's property due to remittance by the Agent to the Airline.</p>	<p>4.1代理商收到的航空公司售出航班的所有款项，包括航空公司的税费和辅助服务费，应当视为代理商向航空公司应当制度的航空公司的财产。</p>
<p>4.2. The Agent shall remit all sums received for tickets to the Airline's flights sold, less of the Agent Fee due, to the bank account of IATA which controls timeliness and sufficiency of the sums remitted.</p>	<p>4.2代理商应当将因航空公司售出的航班销售而收到的所有机票款汇，减去应当支付的代理商费用后，汇至IATA的银行账户，该账户控制汇款的及时性和充分性。</p>
<p>4.3. For the Agent's services ancillary to the ticket issuing (i.e. informational,</p>	<p>4.3对于代理商签发客票附加服务（即信息、咨询、维修服务），代理商自</p>

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<p>consulting, servicing, etc.), the Agent manages the settlements with Passengers by itself and at its name, and shall notify the Passenger, in accordance with the Agent's established procedure, that such services are rendered by the Agent itself. In this case, the Agent shall be deemed the owner of the monies received for ancillary services rendered.</p>	<p>行以自己的名义管理与乘客的结算，并应当按照代理商规定的程序通知乘客该服务由代理商自行提供。此时，代理商应当被视为因所提供辅助服务而收取的费用款项的所有人。</p>
<p>4.4. For all settlements between the Agent and Airline, the contract currency shall be EUR.</p>	<p>4. 4代理商和航空公司之间的所有结算，合同货币应当为欧元。</p>
<p>4.5. When selling tickets with their fares established in a currency other than EUR, the Agent shall remit the received sums in EUR converted from such other currency at the exchange rate established by the IATA and published in the Booking Systems as of the issuance date of the Standard Traffic Documents.</p>	<p>4. 5当以欧元以外的货币销售机票时，代理商应当按IATA规定的汇率汇出从其他货币兑换的欧元金额，并在标准交通文件发布之日起在订票系统中公布。</p>
<p>4.6. The Agent shall remit all proceeds from the passenger tickets sold within the terms determined by the BSP Reporting Calendar.</p>	<p>4. 6代理商应当在BSP申报日历确定的期限内汇出所售客票的所有收益。</p>
<p>4.7. The Agent prepares the sales report in the electronic form to be accessed through BSPLink website in the terms established in the BSP Reporting Calendar. The payment procedure and terms to remit sums received for sales of the Airline's flights are specified in the BSP Manual. The Airline checks reporting documents submitted by IATA at BSPLink, within nine (9) months after the receipt of such reporting documents.</p>	<p>4. 7代理商按照BSP报告日历中规定的条款，以电子形式编制销售报告，以便通过BSPLink网站访问。BSP手册中规定了航空公司航班销售款额的汇款程序和条件。航空公司在收到此类报告文件后九（9）个月内，在BSPLink检查IATA提交的报告文件。</p>
<p>4.8. In case of refunding to Passengers, the Agent shall act in accordance with the Airline's fare regulations and other written instructions.</p>	<p>4. 8退款给乘客的，代理商应当按照航空公司的票价规定和其他书面指示办理。</p>
<p>4.9. If a refund cannot be handled by the Agent through the Booking System or is not present in the Booking System</p>	<p>4. 9由于工程或其他原因，代理商无法通过预订系统办理退款，或预订系统中不存在退款，代理商不得进行退款，</p>

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due to the engineering or other reason, the Agent shall not make such refund unless authorized by the Airline in the Refund Application, as determined by IATA.	除非航空公司在退款申请中授权，由IATA确定。
4.10. Settlements between the Agent and Booking Systems for the use of the Airline's information systems are performed in accordance with separate agreements between the Agent and Booking Systems.	4.10 代理商为使用航空公司的信息系统与订票系统结算，根据代理商和订票系统之间的单独协议执行。
4.11. If the Agent's access to the Airline's information system is closed:	4.11 代理商对航空公司信息系统的访问被关闭的情况下：
<ul style="list-style-type: none"> - The Agent shall have the right to refund tickets issued in the BSP frame, provided it is technically possible and the Agent issues the Airline's Traffic Documents; 	<ul style="list-style-type: none"> - 技术上可行的，代理商可以退还在BSP框架内发行的机票，而发行航空公司的交通文件；
<ul style="list-style-type: none"> - With the Airline's approval, the Agent makes refunds in accordance with Article 4.9 hereof. 	<ul style="list-style-type: none"> - 经航空公司批准后，代理商根据本协议第4.9条的规定退款。
4.12. Claim Procedure:	4.12 索赔程序:
4.12.1. In the case of non-compliances with the settlement procedure specified herein, the Airline delivers to the Agent the written notice in the electronic form of ADM via BSPlink, in the English language.	4.12.1. 不符合本协议规定的结算程序，航空公司将通过BSPlink以电子形式用英文向代理商发送书面通知。
<ul style="list-style-type: none"> - If the Agent believes the Airline's ADM unreasonable, the Agent shall substantiate its reasoning with proper confirmations, including, without limitation: 	<ul style="list-style-type: none"> - 代理商认为航空公司的ADM不合理的，代理商应当以适当的确认证明其理由，包括但不限于：
<ul style="list-style-type: none"> - If the ADM arises out of an incorrect ticket price in the GDS, the Agent needs to submit the booking data and ticket price, with the fare established as of the issue date. 	<ul style="list-style-type: none"> - ADM是由GDS中的不正确票价引起的，代理商应当提交订票数据与票价，以及自出票日起确定的票价。
<ul style="list-style-type: none"> - If the ADM arises out of the absence of documents to confirm the passenger's eligibility to a special price 	<ul style="list-style-type: none"> - ADM是由于没有证明乘客有资格获得特价及或非自愿退款或换票的文件而产生的，

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and/or involuntary refund/exchange, the Agent needs to submit the accompanying documents as specified in the ADM (passenger's application, passport copy, and copy of the ticket refund receipt).	代理商应当提交随附文件在 ADM 中规定（乘客的申请书、护照副本以及退票单副本）。
<ul style="list-style-type: none"> - To prevent issuing of ADMs due to non-confirmed involuntary returns, the Agent needs to manage refund transactions through the Refund Application master in BSPlink, with scanned copies of the accompanying documents attached. 	<ul style="list-style-type: none"> - 为防止因未经确认的非自愿退货而签发 ADM，代理商必须通过 BSPlink 中的退款申请主程序管理退款交易，并附上随附文件的扫描副本。
<ul style="list-style-type: none"> - To prevent issuing of ADMs due to non-confirmed involuntary exchanges, the Agent needs to send all scanned copies of traffic documents and accompanying documents to: vyruchka_group@ikar.aero within one business day after the involuntary exchange. The email subject should be as follows: 	<ul style="list-style-type: none"> - 为防止因未经确认的非自愿交换而签发 ADM，代理商需要在非自愿交换后的一个工作日内将所有交通文件和随附文件的扫描副本发送至：vyruchka_group@ikar.aero。电子邮件主题应当如下：
<ul style="list-style-type: none"> - “BSPDE_XXXXXXX X_DDMMYY_INVE X_TCTNBR,” 	<ul style="list-style-type: none"> - “BSPDE_XXXXXXX X_DDMMYY_INVE X_TCTNBR”,
where:	其中:
BSPDE means the two-letter code of a BSP country (DE-Germany)	BSP DE 是指 BSP 国家的两个字母代码（DE 为德国）。
XXXXXXXXX means the eight-digit number (as determined by IATA) of the sales office that handles the involuntary exchange	XXXXXXXXX 是指处理非自愿换票的销售办事处的八位数（如 IATA 确定）。
DDMMYY means the reporting period	DDMMYY 是指报告期
INVEX denotes the involuntary exchange	INVEX 是指非自愿换票
TCTNBR means the number of the air ticket exchanged involuntarily.	TCTNBR 是指非自愿更换的机票号码。

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4. 12. 2. The Airline or the Agent shall have the right to submit settlement claims to the Agent or the Airline respectively, within 9 months after the beginning of the related air carriage.	4. 12. 2. 航空公司或代理商可以在相关航空运输开始后9个月内分别向代理商或航空公司提出结算请求。
4. 12. 3. All settlements and messages in relation to claims shall be remitted and sent in the terms specified in the BSP Manual.	4. 12. 3. 与索赔有关的所有结算和信息应当按照BSP手册中规定的条款汇款。
4. 12. 4. The Agent shall not issue any ACMs/ADMs at its discretion.	4. 12. 4. 代理商不得自行决定发行任何ACM/ADM。
4. 12. 5. When the Agent finds an intrinsic error, the Agent shall:	4. 12. 5. 当代理商发现固有错误时，代理商应当：
<ul style="list-style-type: none"> - Deliver the Intrinsic Error Register in the form established by the Airline, to its income accounting department, together with the cover letter and under the outgoing number assigned: vyruchka_group@ikar.aero. 	<ul style="list-style-type: none"> - 按照航空公司制定的格式，将固有错误登记表连同附信及指定的输出编号一起发送至航空公司的收入会计处：vyruchka_group@ikar.aero。
The email subject should be as follows:	查电子邮件主题应当如下：
“BSPDE_XXXXXXXX_ADMREQUEST/ACMREQUEST,”	“BSPDE_XXXXXXXX_ADMREQUEST/ACMREQUEST” ，
where:	其中：
BSPDE means the two-letter code of a BSP country (DE-Germany)	BSP DE 是指 BSP 国家的两个字母代码（DE 为德国）。
XXXXXXXX means the eight-digit number (as determined by IATA) of the sales office that requested the calculation amendments.	XXXXXXXX 是指要求修改计算的销售办事处的八位数（如 IATA 确定）。
ADMREQUEST denotes the ADM request.	ADMREQUEST 是指 ADM 请求。
ACMREQUEST denotes the ACM request	查 ACMREQUEST 是指 ACM 请求；
The Agent shall have the right to deliver the Intrinsic Error Register to the Airline within 9 months after the beginning of the related air carriage;	航空公司或代理商可以在相关航空运输开始后9个月内分别向代理商或航空公司提交固有错误登记表。
<ul style="list-style-type: none"> - The cover letter shall explain the calculation amendments. The Airline will not accept any Intrinsic Error Registers without the cover letter; 	<ul style="list-style-type: none"> - 附信应当解释计算修正。航空公司将不接受没有附信的任何固有错误登记；

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<p>– The income accounting department shall review the Intrinsic Error Register within one month after its receipt and either issue the ACM/ADM or submit its refusal to the Agent;</p>	<p>– 收入会计处应当收到审查固有误差登记簿后一个月内审查，并签发ACM/ADM或向代理商提交拒绝书。</p>
<p>– The procedure to include the ACM/ADM into the BSP report is established by the BSP Manual.</p>	<p>– BSP手册中规定了将ACM/ADM纳入BSP报告的程序。</p>
<p>5. Agent Fees</p>	<p>5. 代理费</p>
<p>5.1. As payment for services provided by the Agent to the Airline in accordance with the Agency Agreement, the Airline determines the basic Agent Fee and/or other commissions. All the Agent’s expenses incurred in the course of rendering the services specified in the Agency Agreement shall be included into the Agent Fee, as specified in Annex 1 to the Notice and/or other remunerations determined otherwise.</p>	<p>5.1. 航空公司确定基本代理商费及或其他佣金，作为代理商根据代理协议向航空公司提供服务的付款。代理商在提供代理协议中规定的服务过程中产生的所有费用应当包括在代理商费中，如附件1所规定及或另行确定的其他报酬。</p>
<p>5.2. As payment for services provided by the Agent to the Airline in accordance with the Agency Agreement, the Airline determines the basic Agent Fee and/or other commissions. All the Agent’s expenses incurred in the course of rendering the services specified in the Agency Agreement shall be included into the Agent Fee, as specified in Annex 1 to the Notice and/or other commissions determined otherwise.</p>	<p>5.2. 航空公司确定基本代理商费及或其他佣金，作为代理商根据代理协议向航空公司提供服务的付款。代理商在提供代理协议中规定的服务过程中产生的所有费用应当包括在代理商费中，如附件1所规定及或另行确定的其他佣金。</p>
<p>Commissions are determined by the Airline in writing and delivered to the Agent via the message in BSPLink managed by IATA or via the Agent’s email specified in the Agent’s Access Application or via the Airline’s website: www.pegasfly.com .</p>	<p>佣金由航空公司以书面形式确定，并通过IATA管理的BSPLink中的消息或通过代理商访问应用中指定的代理商电子邮件，或者通过航空公司网站www.pegasfly.com 交付给代理商。</p>
<p>5.3. The Airline shall have the right to change, at its sole discretion, the basic Agent Fee, by notifying the Agent in writing via BSPLink IATA Russia in accordance with Article 11.2 hereof.</p>	<p>5.3. 航空公司可以根据本协议第11.2条的规定，通过BSPLink IATA俄罗斯书面通知代理商，自行决定变更基本代理商费用。</p>

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<p>6. Penalty</p>	<p>6. 处罚</p>
<p>6.1 The list of the Agent’s possible non-compliances, penalties, and fees application procedures are stored at the Airline’s website: www.pegasfly.com, section ADM Policy.</p>	<p>6.1 代理商可能的不符合项、处罚和费用申请程序存储在航空公司网站：www.pegasfly.com的ADM政策部分。</p>
<p>7. Agent’s Operation in Booking Systems</p>	<p>7. 代理商预订系统中的操作</p>
<p>7.1. Seat booking and ticket issuing, exchanging and refunding, as well as discounting shall be performed by the Agent in compliance with the applicable fare regulations.</p>	<p>7.1. 订座、出票、换票、退票以及折扣应当由代理商按照适用的票价规定执行。</p>
<p>7.2. The Agent shall not determine the Time LIMIT in the PNR, while failing to comply with the booking procedure.</p>	<p>7.2. 代理商在不遵守预订程序的，不得在PNR中确定时限。</p>
<p>7.3. The Agent shall not make any fictitious, testing or multi bookings without the subsequent ticket issuance.</p>	<p>7.3. 未经后续出票，代理商不得进行任何虚假、测试或多次订票。</p>
<p>7.4. In the case of transfers or connections, the Agent shall use a single PNR and consider the minimum connection time.</p>	<p>7.4. 转机的情况下，代理商应当使用单个PNR并考虑最短转机时间。</p>
<p>7.5. The Agent shall not issue air tickets with the SSR not confirmed.</p>	<p>7.5. 未经SSR确认的，代理商不得发行机票。</p>
<p>7.6. When booking for a codeshare flight (where N4 is a marketing partner), prior to the ticket issue, the Agent shall close the PNR and wait for the air operator’s confirmation and only then issue the ticket.</p>	<p>7.6. 预订代码共享航班（N4为营销合作伙伴）的，代理商应当在机票发行前关闭PNR，等待航承运商的确认，然后才发行机票。</p>
<p>7.7. It is forbidden to make duplicate bookings or multi bookings for a single flight and a single passenger.</p>	<p>7.7. 禁止为单个航班和单个乘客创建重复的或多个预订。</p>
<p>7.8. It is forbidden to issue duplicate tickets under a single booking for a single passenger.</p>	<p>7.8. 禁止单人订票重复发行。</p>
<p>7.9. It is forbidden to make multi bookings, i.e. more than three (3) times in a row within two (2) hours for a single flight without the subsequent ticket issuance within three (3) days.</p>	<p>7.9. 禁止多次订票，比如三（3）日内在两（2）小时内连续预订三（3）次以上无后续出票的单程机票。</p>

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7.10. It is forbidden to enter into PNRs any fictitious ticket numbers.	7. 10. 禁止在PNR中输入任何虚构的票号。
7.11. It is forbidden to make bookings in conflict with the minimum connection time.	7. 11. 禁止预订与最短转机时间相矛盾的机票。
7.12. The Agent shall complete the preliminary booking and sale process in two (2) hours.	7. 12. 代理商应当在两（2）小时内完成初步的预订和销售流程。
7.13. It is forbidden to make entries in PNRs without the domestic passport data specified.	7. 13. 无国内护照数据的，禁止进入PNR。
7.14. The Agent shall enter the number of the passenger's identity document into the PNR in the format required by the GDS.	7. 14. 代理商应当按照GDS要求的格式将乘客身份证件号码输入PNR。
7.15. The Agent shall enter the passenger's contacts and phone(s) into the PNR.	7. 15. 代理商应当将乘客的联系人和电话输入PNR。
7.16. The Agent shall cancel the booking when the passenger refused from the carriage or when the carriage conditions changed (if the air ticket is returned or re-issued).	7. 16. 乘客拒绝运输或运输条件发生变化（退票或补票）的，代理商应当取消订票。
7.17. The Agent shall have the right to void the air ticket until 12-00 p.m. of the ticket issue day when the traffic document was issued in two or more days prior to the departure, otherwise the ticket will be refunded in accordance with the Fare rules.	7. 17. 交通文件在出发之前二日以上签发的，代理商可以在机票签发之日中午12:00将机票作废，否则机票将按票价规则的办理退还。
7.18. The Agent shall have the right to void the air ticket within one hour after its issue on the departure date or for a flight with the departure date on the next day, otherwise the ticket will be refunded in accordance with the Fare rules.	7. 18. 当日或次日出发的航班机票，代理商可以在出票后一小时内将机票作废，否则机票将按票价规则的办理退还。
7.19. The Agent shall cancel the booking relating to the void ticket within one hour, without the ticket re-issue.	7. 19. 代理商应当在一小时内取消与作废机票有关的预订，不得重新发行机票。
7.20. It is forbidden to use passive segments unsuitable for ticket issue or reissue.	7. 20. 禁止使用不适合出票或补票的被动段。

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7.21. The fine for exchange/refund is charged and executed as the EMD/ CP (cancelation penalty).	7. 21. 兑换/退款罚款作为EMD/CP（取消罚款）收取执行。
7.22. Fares may not be combined, unless under a single brand, regardless of the branding code (RBD).	7. 22. 票价不可合并，除非在同一品牌之下，无论品牌代码（RBD）如何。
7.23. The Agent shall not decrease fares in any changeable segment.	7. 23. 代理商不得在任何可变段降低票价。
7.24. When reissuing a ticket, the additional fare, taxes and levies, if any, shall be recalculated in accordance with the exchange rate established as of the reissue date.	7. 24. 补票时，所补交的票款、税金、征费，按照补发之日的汇率重新计算。
7.25. The Agent shall not change any itinerary.	7. 25. 代理商不得更改任何行程。
7.26. The Agent shall not make any reissue and revalidation without the Airline's written consent.	7. 26. 未经航空公司书面同意，代理商不得重新发行和重新生效。
7.27. The YR tax shall be either refunded or not, as determined by the fare regulation.	7. 27. YR税是否应当退还，根据机票费用条例规定。
7.28. Involuntary refunds shall be managed in the GDS, provided Airline made the flight cancellation or delay remark in the PNR.	7. 28. 航空公司在PNR中作了航班取消或延误备注的，非自愿退款应当在GDS中管理。
7.29. Refunds requiring medical opinions or other documents or not subject to the GDS due to the technical or other reasons shall be handled in BSPlink through the Refund Application.	7. 29. 需要医疗鉴定或其他文件的，或因技术或其他原因不受GDS约束的退款，应当通过退款申请在BSPlink中处理。
8. Agent's Liabilities	8. 代理商的责任
8.1. The Agent shall bear all the responsibilities arising out its acts/omissions in the Booking System, as performed under the Agent's access codes received from the Airline, including the access codes received electronically via the Airline's personal account in the Booking System.	8.1. 代理商应当承担因其在订票系统中的作为/不作为而产生的所有责任，如根据代理商从航空公司收到的访问代码（包括通过航空公司在订票系统中的个人帐户以电子方式收到的访问代码）所执行的操作。
8.2. The Agent shall compensate to the Airline its loss and expense incurred as a result of a certain loss or damage incurred by a third party or to such	8. 2. 代理商应当赔偿航空公司因第三方或第三方财产由于代理商未能遵守代理协议、疏忽行为、遗漏、故意行为或

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<p>third party's property in connection with the Agent's failure to comply with the Agency Agreement, negligent act, omission, deliberate act or incorrect representation on the part of the Agent, its officer, employee or servant.</p>	<p>代理商或其官员、雇员、雇工不正确陈述而遭受的损失和费用。</p>
<p>8.3. The Agent shall compensate to the Airline its loss and expense incurred as a result of improper use, loss, theft or falsification of the Standard Traffic Documents received by the Agent in accordance with the Agency Agreement.</p>	<p>8. 3. 代理商应当根据代理协议，赔偿因使用不当、丢失、盗窃或伪造代理商收到的标准交通文件而给航空公司造成的损失和费用。</p>
<p>8.4. The Agent shall compensate to the Airline its loss and expense incurred as a result of bankruptcy of a third party which purchased the Standard Traffic Document or of the Agent's bank.</p>	<p>8. 4. 代理商应当赔偿航空公司因购买标准交通单据的第三方或代理商的银行破产而产生的损失和费用。</p>
<p>8.5. The Agent shall compensate to the Airline its loss and expense incurred as a result of the Agent's failure to comply with the Airline's fare regulations, manuals, guides, or other regulations.</p>	<p>8. 5. 代理商应当赔偿因其未能遵守航空公司的票价规定、手册、指南或其他规定而给航空公司造成的损失和费用。</p>
<p>8.6. The Agent shall compensate to the Airline its loss and expense incurred as a result of the Agent's failure to comply with the Airline's fare regulations, manuals, guides, or other regulations, IATA rules, or a failure to comply or improper compliance with the Agency Agreement, and the Agent shall pay to the Airline the related fine(s) and fees, as determined by the ADM Policy.</p>	<p>8. 6. 代理商应当赔偿航空公司因代理商未能遵守航空公司的票价规定、手册、指南或其他规定、IATA规则，或者未能遵守或不适当遵守代理协议而产生的损失和费用，并且应当向航空公司支付相关罚款和费用，如ADM政策决定。</p>
<p>8.7. The Agent shall take all reasonable steps to protect communication channels and equipment used for issuance of e-tickets, from possible fraud, including sales via the Agent's website.</p>	<p>8. 7. 代理商应当采取一切合理措施，保护用于发行电子机票的通讯渠道和设备，避免可能的欺诈行为，包括通过代理商网站进行的销售。</p>
<p>8.8. If the Agency Agreement is ceased or terminated, this shall not relieve the Agent from its obligation to compensate to the Airline any losses and pay penalties and fees specified in</p>	<p>8. 8. 代理协议终止或解除的，代理商应当免除其向航空公司赔偿任何损失的义务，并应当支付代理协议、本手册和ADM政策中规定的罚款和费用。</p>

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<p>the Agency Agreement, this Manual and ADM Policy.</p>	
<p>9. Force Majeure</p>	<p>9. 不可抗力</p>
<p>9.1. The Agent shall not be held liable for non-compliance with its obligations under the Agency Agreement within the stated terms, if such non-compliance resulted from a force majeure event (FME), i.e. unpredictable and unforeseen event or circumstance arising within the term of the Agency Agreement and lying beyond the control and foreseeing of the affected Agent (including floods, earthquakes, volcano eruptions or other acts of God, wars and warlike actions, blockades, import or export bans, or change of law). Fires and strikes are deemed to be the FME, if caused by another reason than a deliberate and/or careless act/omission of the Agent and/or its controlled parties (such as employees, contractors, consultants, etc.). Failures/cessations in the performance of hardware and/or software used by the Agent, damage to communication line and/or equipment shall not be deemed the FME, unless caused by an act of nature and/or industry other than a deliberate and/or careless act/omission of the Agent and/or a third party.</p>	<p>9.1.代理商不遵守代理协议项下的义务是由不可抗力事件（FME）造成的，即代理协议期限内发生的不可预测和不可预见的事件或情况超出了代理协议的控制和预见范围的（包括洪水、地震、火山爆发或其他天灾、战争和好战行为、封锁、进出口禁令或法律变更），不承担责任。火灾和罢工是由代理商及其控制方（如雇员、承包商、顾问等）的故意及或疏忽行为/不作为以外的其他原因造成的，应当将火灾和罢工视为FME。代理商使用的硬件及或软件故障/中断、通信线路及或设备损坏不应当被视为FME，除非是由代理商及或第三方故意及或疏忽行为/疏忽以外的行为功时间造成的。</p>
<p>9.2. The Agent shall, promptly and within three (3) calendar days after the FME occurrence, notify the Airline in writing on such FME occurrence and expected duration, and assess the influence onto the Agent's performance under the Agency Agreement, including the performance terms, except for cases when such notice is impossible due to such FME. As soon as a FME ceases, the Agent shall, within the term stated above, notify the Airline thereof and specify the expected term to perform its</p>	<p>9.2.代理商应当在FME发生后的三（3）个日历日内，以书面形式告知航空公司此类FME发生事实和预期持续时间，并评估对代理商就代理协议履行的影响，包括履行条款，但由于此类FME而无法发出此类通知的情况除外。一旦FME停止，代理商应当在上述期限内通知航空公司，并说明履行代理协议义务的预期期限。</p>

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	obligations under the Agency Agreement.	
9.3.	When the Agent failed to timely notify the Airline of a FME occurrence, this deprives the Agent of the right to be relieved from its performance under the Agency Agreement.	9.3. 代理商未能及时告知航空公司发生FME的，代理商将丧失免除其代理协议义务的权利。
9.4.	Upon the Airline's request, the Agent shall submit the official FME confirmation issued by a competent governmental authority.	9.4. 应航空公司要求，代理商应当提交政府主管部门发布的正式FME确认书。
9.5.	A FME occurrence extends the Agent's performance term under the Agency Agreement by the period of such FME duration and a reasonable term to eliminate the consequences thereof, if not agreed otherwise by the Airline.	9.5. 航空公司未另行同意，代理商在代理协议履行期限延长至此类FME期限和消除其后果的合理期限。
9.6.	If a FME and its consequences continue for more than two (2) months, the Airline shall have the right to close the Agent's access to its booking systems and send to the IATA the notice on terminating the Agency Agreement without the need to render the case to a court.	9.6.FME及其后果持续两（2）个月以上的，航空公司可以关闭代理商对其订票系统的访问权，并向IATA发送终止代理协议的通知，而无需向法院提起诉讼。
10.	Dispute Settlement	10. 争议解决
10.1.	For any and all disputes arising out of the Agency Agreement, the Airline's Manuals, Procedures, Traffic Rules, Fare Regulations or other regulations, the Parties intend to solve such disputes through amicable negotiations.	10.1. 对于因代理协议、航空公司手册、程序、交通规则、票价规定或其他规定而产生的所有任何争议，双方打算通过友好协商解决。
10.2.	If the Parties failed to reach an agreement through amicable negotiations for a certain dispute as specified in Article 10.1 above, the Parties shall settle such dispute through the common claim procedure.	10.2. 双方未能通过友好协商就上述第10.1条规定的某一争议达成协议的，双方应当通过共同索赔程序解决该争议。
10.3.	Claims shall be submitted in writing and contain a reasoned request of the claimant.	10.3. 索赔应当以书面形式提出，并包含索赔人的合理要求。
10.4.	Claims are sent to the addressee's location via registered mail, return receipt requested. The Airline shall	10.4. 索赔通过挂号信发送到收件人所在地，并要求回执。航空公司可以将其索

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<p>have the right to send to the Agent its claims via email to the Agent's address.</p>	<p>赔通过电子邮件发送到代理商的邮箱地址。</p>
<p>10.5. The Parties agree and acknowledge that the claims sent in accordance with Article 10.4 above are deemed to be official and properly sent. The effective date of a claim shall be the sending date recorded in the electronic mail system used by the Airline.</p>	<p>10.5. 双方同意并承认，根据上述第10.4条发送的索赔被视为正式妥当发送的。索赔的生效日期应当为航空公司使用的电子邮件系统中记录的发送日期。</p>
<p>10.6. If a claimant received the refusal to satisfy its claim or did not receive any response in 30 calendar days after the effective date of the claim, the claimant shall have the right to render the claim of all disputes, differences and claims arising out of or in connection with the present Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p>	<p>10.6. 索赔人在索赔生效之日后30个日历日内收到拒绝履行其索赔或未收到任何答复的，索赔人可以就因本协议引起或与本协议有关的所有争端、分歧和索赔向国际商会仲裁院提起仲裁，并根据国际商会仲裁院的规则由依据该规则为人的或数仲裁员终审解决。</p>
<p>11. Miscellaneous</p>	<p>11. 其他</p>
<p>11.1. The Agent shall not have the right to assign its rights and/or obligations under the Agency Agreement to a third party(ies) without the Airline's written consent.</p>	<p>11.1. 未经航空公司书面同意，代理商不得将其在代理协议下的权利及或义务转让给第三方。</p>
<p>11.2. Any and all messages, notices or information relating to performance hereunder shall be executed in writing and sent to the Agent's or Airline's respective addresses, via one of the following channels: BSPlink, fax, cable (with return receipt requested), mail (registered mail or declared-value mail with return receipt requested or international mail with return receipt requested); email with the receipt response or automatic receipt message via email; automated booking system or courier delivery. Messages, notices or information sent via electronic</p>	<p>11.2. 与履行本协议有关的所有任何消息、通知或信息均应当以书面形式执行，并通过以下任一渠道发送至代理商或航空公司的相应地址：BSPlink、传真、电报（要求回执）、邮件（要求回执的挂号信或声明价值邮件或国际邮件）要求回执的邮件；通过电子邮件发送回执回复邮件或自动回执邮件；自动预订系统或快递。通过电子通讯方式发送的消息、通知或信息在发送之日视为正式有效。一方通过电报、邮件或快递发送通知的，该通知应当视为另一方在回执中规定的时间接受。</p>

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<p>means of communication are deemed official and effective on the sending date. If a Party sent a notice via cable, mail or courier delivery, such notice shall be deemed accepted by the other Party on the time specified in the return receipt or receipt message.</p>	
<p>Messages, notices or information sent to the Agent in writing and returned with the post-office record on the addressee absent or refusing to receive shall be deemed received on the date of such record, if the other Party has not been notified of the address changed.</p>	<p>一方没有收到地址变更通知的，其以书面形式发给代理商的，收件人不在或拒绝接收的，连同邮局记录一并退回的消息、通知或信息视为在相关记录之日送达的。</p>
<p>Any Notice received at the address location on a day other than a business day or after the normal business hours shall be deemed received at the same location on the next Business Day.</p>	<p>在一方的地址在非营业日或正常营业时间之后的任何通知应当视为在下一个营业日在同一地点收到。</p>
<p>In this case, the Airline shall have the right to notify the Agent by publishing a message at the Airline's official website www.pegasfly.com and such message shall be deemed delivered to the Agent on the date of such publication on the Airline's official website.</p>	<p>此时，航空公司可以通过在航空公司官方网站 www.pegasfly.com 上发布信息来通知代理商，该信息应当视为在航空公司官方网站上发布之日送达给代理商。</p>
<p>11.3. When the Agent submits the application published on the Airline's official website www.pegasfly.com, such submission confirms that the Agent is aware of:</p>	<p>11.3. 代理商提交航空公司官方网站 www.pegasfly.com 上公布的申请时，此类提交确认代理商已知悉：</p>
<ul style="list-style-type: none"> - Criteria for Accredited IATA Agents; 	<ul style="list-style-type: none"> - IATA代理商的认证标准；
<ul style="list-style-type: none"> - Notices to Agents participating in the BSP Russia and Annex thereto (Agent Commission); 	<ul style="list-style-type: none"> - 向参与BSP俄罗斯的代理商发出的通知及其附件（代理商委任）；
<ul style="list-style-type: none"> - ADM Policy of LLC «Aircompany «Ikar»; 	<ul style="list-style-type: none"> - 俄罗斯伊可亚航空有限责任公司的ADM政策；
<ul style="list-style-type: none"> - Agent's procedures specified in Chapter 7 hereof; 	<ul style="list-style-type: none"> - 第7章中规定的代理商程序；
<ul style="list-style-type: none"> - Other regulations in relation to sale of air tickets, as published on the Airline's website www.pegasfly.com or sent to the Agent. 	<ul style="list-style-type: none"> - 航空公司网站www.pegasfly.com 上公布或发送给代理商的与机票销售有关的其他规定。

Go to the Carrier's website to check whether your version is up-to-date: www.pegasfly.com

访问承运人网站检查您的版本是否最新：www.pegasfly.com

<p>11.4. The Airline shall have the right to change, at its sole discretion, this Manual and minimum sales of the Airlines' flights to be complied with by the Agent, by notifying the Agent through the Airline's official website www.pegasfly.com, such changes come into effect as soon as published on such website.</p>	<p>11.4. 航空公司可以自行决定，通过航空公司官方网站www.pegasfly.com通知代理商，更改本手册以及代理商公司应当遵守的航空公司航班的最低销售额，此类更改一经发布在该网站上即生效。</p>
<p>11.5. This Manual is integral part of the Agency Agreement. The Agent's selling of the Airline's flights means that the Agent has agreed with all the terms and conditions relating to the flights and the Agent's liabilities in case of non-compliances with this Manual or other rules or regulations or procedures of the Airline and the Agent hereby unconditionally agrees with all provisions hereof.</p>	<p>11.5. 本手册为代理协议的组成部分。代理商出售航空公司航班的，意味着代理商同意与航班有关的所有条款和条件，以及代理商在不遵守本手册或航空公司其他规章制度或程序时应当承担的责任，代理商在此无条件同意本协议的所有规定。</p>