

**DOMESTIC CHARTER TARIFF**

**CONTAINING**

**RULES, RATES AND CHARGES**

**APPLICABLE**

**TO THE CHARTER OF AIRCRAFT**

**FOR THE**

**TRANSPORTATION OF PASSENGERS AND BAGGAGE OR**

**GOODS**

**BETWEEN**

**POINTS IN CANADA**

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<b>ISSUE DATE</b>	<b>ISSUED BY</b>	<b>EFFECTIVE DATE</b>
June 3, 2015	Shelley Wilson Manager, Charter Marketing & Sales 3 Spectacle Lake Dr., Dartmouth, NS, V3B 1W8	June 4, 2015

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CHECK SHEET

Original and revised pages as named below contain all changes from the original tariff effective as of the date shown thereof:

Page Number                      Number of Revision

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1	5 <sup>th</sup> Revised
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**EXPLANATION OF ABBREVIATIONS,  
REFERENCE MARKS AND SYMBOLS**

CTA (A) ..... Canadian Transportation Agency

IATA ..... International Air Transport Association

No. .... Number

\$ ..... Dollar(s)

(R) ..... Denotes reductions

(A) ..... Denotes increases

(C) ..... Denotes changes which result in neither increases or reductions

(X) ..... Denotes cancellation

(N) ..... Denotes addition

CAN ..... Canadian

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**RULE 1. DEFINITIONS**

**"Animals"** include reptiles, fish, birds, poultry, insects and worms;

**"Baggage"** which is equivalent to luggage means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the passenger trip.

**"Canada"** means the ten provinces of Canada, the Yukon Territory, and the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

**"Cargo"** means any goods except mail other than in planeload lots, and baggage that can be transported by charter transportation.

**"Carriage"** which is equivalent to transportation means carriage of passengers, baggage or cargo by air, gratuitously or for hire.

**"Carrier"** means Jazz Air S.E.C., représentée par son commandité, Commandité Aviation Inc./Jazz Aviation LP, as represented by its general partner, Aviation General Partner Inc. c/o/b as Jazz and Air Canada Express.

**"Charter Flight or Live Flight"** means the movement of an aircraft transporting Charterer's passengers; baggage or goods from the point of take off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

**"Charter Contract"** means a contract entered into between Carrier and Charterer(s) for the provision by Carrier of Charter Commercial Air Services.

**"Charterer"** means a person, association, partnership, company, corporation or other legal entity, whom contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination for a particular itinerary agreed upon in advance.

**"Destination"** means the point to which the passengers or goods to be transported on a charter flight are bound.

**"Ferry Flight"** means the movement of an aircraft without Charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by Carrier.

**"Goods"** means anything that can be transported by air, including animals, but excluding mail, other than in planeload lots, and baggage.

**"Origin"** means the point from which a charter flight commences with the passengers or goods to be transported.

**"Passenger"** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier pursuant to a valid charter contract.

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**"Route"** means the one-way total mileage from the point of origin to the point of outbound destination via any point of layover or stopover, or the total one-way mileage from the point of outbound destination to the point of origin via any point of layover or stopover.

## **RULE 2. APPLICATION OF TARIFF**

- (a) This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the Carrier between points in Canada.
- (b) Charter service will be furnished under the terms of this tariff only after Charterer and Carrier execute an appropriate written charter contract, in the form prescribed by Carrier.
- (c) Charter transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement (except that the charter price shall be subject to fuel surcharges in effect on the date the transportation commences from the point of origin of each flight).
- (d) The contents of this tariff form part of the charter contract between Carrier and Charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA (A).
- (e) Notwithstanding Rule 2(c), when Charterer and Carrier agree to amend a contract for a series of flights within the original period of the contract, the tariff in effect at the time of signing of the original contract shall apply.
- (f) Any airport, security or air transportation tax or charge imposed by any government authority is not included in the charter rates and charges published herein.
- (g) All obligations incurred by the Carrier under the charter contract are subject to compliance by the parties thereto with applicable laws and regulations and are further subject to such affirmative acts, findings, clearances and approvals as may be required on the part of any government and governmental agency for the lawful discharge thereof; and the transportation herein described shall be performed according to and subject to any and all rules and regulations of the CTA (A) and any other governmental agency having jurisdiction. The Carrier shall not be held answerable for damages or otherwise subject to penalties or forfeitures under the charter contract, for delay or omissions attributable to any law, regulation or government or governmental agency as aforesaid, nor in the event that any flight cannot be flown as a result of an official act of the CTA (A), including the denial or cancellation of any necessary authority to the Carrier to perform under the charter contract, provided that any such denial, cancellation, delay or omission did not result from any neglect or default on the part of the Carrier.

## **RULE 3. CURRENCY**

Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the

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equivalent of the Canadian dollar amounts published in this tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

#### **RULE 4. CHARTER AND FERRY MILEAGE DETERMINATION**

For the purpose of computing rates and charges herein, the mileage to be used, including both charter and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule, as published in the following sources in the order listed below:

- (a) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual, published by the International Air Transport Association;
- (c) And/or combination thereof.

#### **RULE 5. COMPUTATION OF CHARGES**

The total charter price payable by Charterer shall be the sum of the following:

- (a) An amount determined by multiplying the distance of the charter flight(s) determined in accordance with Rule 4 herein, times the applicable charter rate per mile, or, where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable charter rate per hour, provided that the charge per charter flight shall not be lower than the minimum charge per charter flight shown; plus
- (b) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile, or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour, provided that the charge per ferry flight shall not be lower than the minimum charge per ferry flight; plus
- (c) Fuel surcharges, if any, are calculated by the same formula as charter and ferry charges as per the above (a); plus

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- (d) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
1. **Layover charges**, if any, will be assessed by Carrier for holding the chartered aircraft at the request of Charterer at any point on the charter route in excess of the free waiting time.
  2. **Taxiing charges**, if any, for the time required to transport passenger and baggage or goods of a charterer by taxiing from point to point on a supporting surface calculated by multiplying the time required by the charter rate per hour.
  3. **Valuation charges**, if any, in accordance with Rule 9 (q).
  4. The actual cost of all **landing charges** incurred by Carrier at airports other than Carrier's base.
  5. **Crew Expenses** - All charges or expenses incurred by Carrier to cover the cost of accommodation, meals and ground transportation for crew whenever the nature of the charter requires said crew to live away from the place at which they are normally based for a period in excess of four (4) hours.
  6. The actual cost of all **passenger, baggage and/or goods handling charges or storage** incurred by Carrier at airports other than Carrier's base.
  7. The actual cost of any special or **accessorial services** performed or provided at the request of Charterer.

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## **RULE 6A. TRANSPORTATION OF A PERSON WITH A DISABILITY**

### **1. Provisions for aircraft WITH LESS THAN 30 PASSENGER SEATS**

The Carrier will make its best effort to accommodate passengers with disabilities including their attendants, service animals or other mobility aids on the flight; however, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.

### **2. Provision for aircraft WITH 30 OR MORE PASSENGER SEATS**

#### **i. Definitions**

**"Ambulatory"** means a person who is able to move about within the aircraft unassisted.

**"Non-Ambulatory"** means a person who is not able to move within the aircraft unassisted.

**"Assistant (personal attendant)"** means an able-body person physically capable of assisting a disabled passenger to an exit in the event of an emergency and who will attend to the personal needs of that passenger during flight, where such is required.

**"Non-self-reliant"** means a person who is incapable of self-care during flight.

**"Self-reliant"** – Except for needs and assistance related to safety, "Self-reliant" means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication nor does not require assistance from the carrier beyond the range of services that are normally offered by the carrier.

**"Service animal"** means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

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ii. Acceptance of a passenger with a disability

- (a) The Carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a Carrier of his/her self-reliance, a Carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees. Passengers with a disability will be accepted for transportation as outlined below:

<u>Disability</u>	<u>Assistant Required</u>
Blind	No
Deaf	No
Blind and Deaf	Yes
Intellectually Disabled/Self-Reliant	No
Intellectually Disabled/Non-Self-Reliant	Yes
Ambulatory/Self-Reliant	No
Ambulatory/Non-Self-Reliant	Yes
Non-Ambulatory/Self-Reliant	Yes
Non-Ambulatory/Non-Self-Reliant	Yes

**NOTE:** The maximum per flight: Blind/Deaf – no limit.

Maximum four (4) of the following:

- One (1) Non-Ambulatory/Self-Reliant with assistant
  - One (1) Non-Ambulatory/Non-Self-Reliant with assistant
  - 3 Ambulatory/Self-Reliant
- (b) The Carrier reserves the right to require a medical clearance from the Company Medical Authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).
- (c) The Carrier will refuse to transport, or will remove at any point, any passenger whose actions or inaction's prove to the Carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require unreasonable attention or assistance from employees of the Carrier.
- (d) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit, or on the upper deck of the aircraft.
- (e) Reservations should be made at least 24 hours in advance of travel, advising the Carrier as to the

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nature of the disability and assistance required, so that arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance but will not be obligated to do so.

- (f) In addition to the regular free baggage allowance, the Carrier will accept the following items as priority checked baggage without charge:
  - i. Manual/power wheelchairs and scooters with non-spillable batteries, with terminals disconnected and taped.
  - ii. Manual/power wheelchairs and scooters with spillable wet cell batteries on certain types of aircraft, with terminals disconnected and taped, providing they can be securely fastened in an upright position and protected against contact with other articles. The Carrier treats all batteries used for passenger's electric mobility aids as spillable and subject to special handling and packaging requirements for dangerous goods. The Carrier shall disassemble and package a passenger's mobility aid and spillable battery. The Carrier requires a 24-hour notice for carriage of spillable wet cell battery operated mobility aids.
  - iii. Mobility aids such as, but not limited to manually operated wheelchairs, scooters, walkers, crutches and canes.
  - iv. The Carrier shall disassemble and package all passenger mobility aids.
- (g) Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the Carrier's safety regulations and provided they may be accommodated.
- (h) The Carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified as having been trained by a professional service animal institution. Such an animal may not occupy a seat in the aircraft. For the comfort of all passengers, the Carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to or death of a service animal result from the fault or negligence of the Carrier, the Carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.
- (i) If a mobility aid is damaged or lost due to the carrier's fault, the Carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.
- (j) Stretchers cannot be accommodated on any of the Carrier's aircraft due to structural limitations.

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- (k) Oxygen – Customers (including infants) who require a constant supply of oxygen during flight can only be supplied with an Air Canada medipak oxygen system requested from Air Canada stores. Oxygen procurement fees apply. CAD\$100.00 to all destinations. Fee applies from point of origin to destination. Oxygen fee is non-refundable within 48hrs of departure. Customers who require oxygen are subject to medical approval. Medical assistance companies cannot use own oxygen when repatriating customers. Oxygen may not be available at off-line stations that Air Canada does not offer scheduled service to/from. Connections cannot be accommodated on charter services.
- (l) Free or reduced rate travel is not permitted for medical attendants on charter services.
- (m) Guidelines on Services to be Provided to Persons with Disabilities

The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

- assisting with registration at the check-in counter;
- assisting in proceeding to the boarding area;
- assisting in boarding and deplaning;
- assisting in stowing and retrieving baggage;
- assisting in moving to and from an aircraft lavatory;
- assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
- transferring a person between a mobility aid and the person's passenger seat;
- providing limited assistance with meals and inquiring periodically during a flight about a person's needs; and
- briefing individual passengers with disabilities and their escorts on emergency procedures and the layout of the cabin.

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## **RULE 6B. CONDITIONS OF CARRIAGE**

1. Space and weight limitations – Passengers and baggage or goods will be carried within space and weight limitations of aircraft.
2. Refusal to transport – The Carrier will refuse passage to transport or will remove any passenger at any point for the following reasons: \*If it concerns the transportation of a person with a disability, see Rule 6A.2.ii. (a).
  - i. Such action is necessary for reasons of safety;
  - ii. Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown from, to, or over;
  - iii. The conduct, status, age or mental or physical condition of the passenger is such as to require special assistance of the Carrier or cause discomfort or be objectionable to other passengers, or involve any hazard or risk to such passenger, to any other persons or property, or to the charter flight;  
\*Not applicable to persons with disabilities.
  - iv. The passenger fails to observe the instructions of the Carrier;
  - v. The passenger refuses, upon request, to provide positive identification passports and visas or other required travel documentation;
  - vi. The passenger refuses to submit to a search or refuses to permit search of personal baggage;
  - vii. The passenger fails to comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into, or over, and with all rules, regulations and instructions of the Carrier. Carrier shall not be liable for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, requirements or instructions.
3. Exemption from liability – Subject to the limits of liability contained in this tariff, the Carrier will be exempted from liability due to any failure to perform any of its obligations under the Carrier's charter agreement arising from:
  - i. Labour disputes or strikes, whether of the carrier's employees or of others upon whom the Carrier relies for the fulfillment of the charter agreement; and

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- ii. **"Force Majeure"**, or any other causes not attributable to the willful misconduct of the Carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant the Carrier any clearance, license, right or other permission necessary to the performance of the Carrier's charter agreement is deemed to be included in the term "Force Majeure". Upon the happening of any of the foregoing events, Carrier may without notice cancel, terminate, divert, postpone or delay any flight whether before departure or en route. Provided, always, that in the event of such failure, the Carrier will use its best efforts to fulfill its obligations including the provision of alternate means of transport.
4. Capacity limitations – The Charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized. Any space not utilized by the Charterer may be used by the Carrier for the transportation of the Carrier's own personnel or cargo or for employees of another air Carrier travelling pursuant to a pass interchange agreement.
5. Schedules/delays – The Carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in Charter Contracts, passenger tickets or elsewhere are not guaranteed and form no part of the Charter Contract. Flight times are subject to change without notice.
6. Acceptance of children
  - i. Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.
  - ii. Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his/her age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
  - iii. The Carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

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7. Check-in – The Charterer shall advise passengers to present themselves and their baggage at the check-in counter of the Carrier at the places and times, if any, indicated in the Charter Contract or by the Carrier from time to time. In the event that one or more passengers and their baggage are not ready and able to be checked in and boarded before the flight departure time for reasons other than delay, neglect or default on the part of the Carrier, the Carrier may delay the departure or with the consent of the Charterer which consent shall not be reasonably withheld, may proceed without full load or cancel the flight without recourse against the Carrier.
8. Travel documents – The Charterer shall be responsible for advising passengers of their passports, visas, health certificates or other travel documents for passengers and their baggage which are required by governments or other authorities at points of origin, destination or agreed stopping places.
9. Rules and regulations – The Charterer and all passengers shall fully comply with all of the terms and conditions, rules, regulations and practices required by the Charter Contract including the tariff to be complied with by the Charterer and passengers. Failing such compliance, the Carrier shall be entitled to cancel the Charter Contract and the Charterer shall pay a cancellation charge pursuant to Rule 12.
10. Route – The Carrier shall have the right to select the route for the charter flight, provided, however, the shortest route which in the opinion of the Carrier is safe, feasible and duly authorized by any competent authority having jurisdiction shall be followed.
11. Pilot's responsibilities – The aircraft at all times shall be under the exclusive control of the pilot in charge, whose orders shall be strictly complied with the Charterer and all passengers. The pilot of the aircraft shall have complete discretion concerning the load carried and its distribution and as to whether a flight should be undertaken or diverted and as to where and when and under what circumstances landing should be made and all such decisions of the pilot shall be accepted and agreed to by the Charterer and the passengers.
12. Baggage check – The Carrier shall receive baggage on board any flight only upon a baggage check for the flight having been presented for carriage and upon a baggage tag having been affixed thereto. Baggage for which a baggage check has been issued by the Carrier shall be delivered to the bearer of the baggage check provided however that Carrier shall not be liable for any loss, damage or expense arising out of or in connection with its failure to ascertain that the person claiming the baggage is the bearer of the baggage check applicable thereto. If a person claiming the baggage is unable to present the baggage check, the Carrier shall deliver the baggage if such person establishes that person's right thereto to the Carrier's satisfaction and the Carrier may require such person to furnish adequate security to indemnify the Carrier for any loss, damage or expense which may be incurred by the Carrier as a result of such delivery. Carrier shall not be bound to check baggage beyond the destination of the charter flight.

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13. Tickets – Prior to departure of any charter flight, the Charterer shall furnish the Carrier a list, in such form as may be designated by the Carrier of charter passengers to be carried on the charter flight.
14. Denied Boarding Compensation – The carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.

#### **RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS**

1. All baggage or goods presented for transportation is/are subject to inspection by the Carrier.
2. Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
3. Baggage accepted for transportation for a charter flight is valid from point of origin to point of destination only. Interline connections are not available.
4. Any Charterer shipping or attempting to ship dangerous articles in contravention of any Government regulation shall be liable to Carrier for all loss or damage directly or indirectly caused thereby, and Carrier may store or dispose of such articles at Charterer's risk and expense.
5. Perishable goods shall be properly packed by the charterer to prevent deterioration in flight. Damaged or improperly packaged goods will not be accepted for transportation.
6. Where perishable goods are refused by the consignee; no effective arrangements are made by the Charterer or the Consignee to accept perishable goods at the destination of the goods; or disposal instructions for perishable goods cannot be obtained from the Charterer or Consignee and there is danger that the goods may become worthless because of delay in transit or delivery or of non-delivery, The Carrier may without prior notice, sell or otherwise dispose of the goods upon the best terms available.

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7. If the weight, size or character renders it unsuitable for carriage on the aircraft, the Carrier, prior to departure of the flight, will refuse to carry the Charterer's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the Carrier.
- i. Firearms of any description – Firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this Subparagraph do not apply to Officers of the Law travelling in line of duty and carrying legally prescribed sidearms or other similar weapons.
  - ii. Explosives, munitions, corrosives and articles which easily ignite.
  - iii. Pets, dogs, cats, birds and similar live animals – These are acceptable when properly crated in leak-proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals will be carried only in the cargo compartments of the airplane. \*Not applicable to service animals.
  - iv. Photoflash bulbs – These items are acceptable when appropriately marked and contained in the original package of the manufacturer.
  - v. Musical instruments, electronic equipment, perishable items and objects of art.

#### **RULE 8. REFUNDS, CANCELLATIONS, NON-COMPLETIONS OR DEVIATIONS**

- (a) Application for refund shall be made to Carrier or its duly authorized Agent.
- (b) If a portion of the agreed transportation has been completed, refund will be the difference between the rates and charges paid and the rates and charges applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.
- (c) No charges shall apply where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange satisfactory alternative transportation; or
- (d) In respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless the Charterer, his servant or agent agreed to such flying being done.

#### **RULE 9. CLAIMS**

- a) **Personal Injury and Death-Time Limitations** No action shall be maintained for any injury to or the death of any passenger unless notice of the claim is presented in writing to the general

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offices of the participating Carrier alleged to be responsible therefore within 90 days after the alleged occurrence of the events giving rise to the claim, and unless the action is commenced within 1 year after such alleged occurrence.

- b) **OTHER TIME LIMITATIONS** No action shall be maintained for any loss of, or any damage to, or any delay in the delivery of, any property or baggage, or on any other claim (excepting only personal injury or death), arising out of or in connection with transportation of, or failure to transport any passenger or property or baggage unless notice of the claim is presented in writing to an office of the Carrier participating in this rule alleged to be responsible therefore within 21 days after the alleged occurrence of the events giving rise to the claim, and unless the action is commenced within 2 years after such alleged occurrence, but failure to give the above notice shall not be a bar if the claimant established to the satisfaction of the Carrier that he was unable to give such notice.
- c) Where the Air Carrier would otherwise be liable in respect of the death or injury of a passenger carried for hire sustained during the operations of flight embarkation or disembarkation or at any time while the passenger is aboard the aircraft, the liability of the air Carrier shall not be limited in respect of such passenger below the minimum per passenger amount of passenger liability insurance or security stipulated by the agency as a condition of the air Carrier's license; provided that this provision shall not apply in respect of any passenger whose condition is such as to involve an unusual risk or hazard in regard to loss or damage which would not have been sustained but for the age or mental or physical condition of such passenger including in the case of a pregnant passenger any injury, illness or disability sustained by an unborn child. **NOTE:** The agency referred to in the above paragraph is restricted to mean the Canadian Transportation Agency of Canada and the above paragraph is applicable only to air carriage to, from and within Canada.
- d) **LIMITATIONS OF LIABILITY:** The acceptance for transportation by the Carrier of a passenger whose status, age, mental or physical condition is such as to involve any unusual hazard or risk to himself, or, in the case of a pregnant passenger, to any unborn child (whether or not the Carrier has knowledge of such status, age, mental or physical condition) shall be only upon the condition that (A) the Carrier shall not be liable for any loss or damage arising out of an injury, illness or disability (or any aggravation or consequence thereof, including death), sustained by the passenger, if such loss or damage would not have been sustained but for such status, age, mental or physical condition and further (B) that, in the case of a pregnant passenger, the Carrier shall not be liable for loss or damage arising out of any injury, illness or disability (or any aggravation or consequence thereof, including death) sustained by an unborn child.
- e) The liability of the Carrier in respect of delay in, loss of, or damage to, baggage, whether caused directly or indirectly by the act, neglect, or default of the Carrier or not, is limited to the sum of CA \$ 1500.00 per passenger, unless a higher value is declared and paid for in advance. In that event, the liability of the Carrier shall be limited to such higher declared value. In no cases shall

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the Carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss. All claims for damaged baggage must be submitted to the Carrier in writing after the arrival of the flight on which the damage is alleged to have occurred and prior to passengers leaving the airport.

- f) **Willful damage** - Nothing herein contained shall be deemed to affect the rights of or the liability of the Carrier with respect to any claim brought on behalf of or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger or passengers.
- g) Carrier's liability to the charterer and the passengers and any other persons for damage sustained in the event of death or personal injury, damage to or loss of any baggage or other property or delay is subject to and limited in accordance with the provisions of this tariff notwithstanding that any death, personal injury, loss, damage or delay is caused by the act, negligence or default of the Carrier, its employees or agents.
- h) The charterer shall indemnify and hold harmless the Carrier from and against any and all claims, demands, damages, losses, costs and expenses, including legal expenses of passengers or any other person whomsoever and of whatsoever nature or kind and from whatsoever cause arising except to the extent that such claims, demands, damages, losses, costs and expenses are the responsibility of the Carrier, of the charter contract or this tariff.
- i) The Carrier may disallow any claim for loss of damage which contains misrepresentations, including false statements concerning whether or not the passenger has made previous claims with Carrier or other Carriers and/or where the passenger fails to have the Carrier's baggage claim declaration notarized. Carrier may also disallow claims when the passenger fails to provide proof of loss in the form of receipts of purchase.
- j) Carrier shall not be liable for the loss, damage or delay in delivery of fragile or perishable articles; money, jewelry, silverware, negotiable papers, securities; business documents; samples; paintings; antiques; artifacts; manuscripts; irreplaceable books/publications; computers, band/orchestra equipment; household items; prescription drugs, photographic equipment, video equipment; perishable, cellular telephones or other valuables with or without the knowledge of the Carrier.

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- k) Carrier shall not be liable for injury, sickness or death of any pet or animal accepted for transportation. The owner of the pet assumes all responsibility for compliance with all governmental regulations and/or restrictions. Carrier is not responsible in the event any pet or animal is refused passage into or through any country, state or territory.
- l) Carrier shall not be liable for damage to fragile or unsuitably packed items or for damage or delay to perishable items when such damage, delay or loss occurs after completion of a limited release tag.
- m) Carrier shall not be liable for the loss, damage or delay in delivery of a passenger's carry-on items or cabin baggage unless caused solely by the Carrier's negligent handling or as a consequence of damage to the aircraft.
- n) Carrier is not liable for damages or loss of baggage and contents resulting from overpacking for the style, size and quality of the luggage. Carrier does not accept liability for losses resulting from the use of cardboard boxes as checked baggage.
- o) Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or to the property of the Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.
- p) Carrier shall not be liable for consequential, special, punitive or exemplary damages arising from or connected in any way with any act or omission by the Carrier, its employees or agents, whether or not such act or omission was negligent and whether or not the Carrier had knowledge that such damages might be incurred.

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**q) DECLARATION OF HIGHER VALUE**

(i) A passenger may, when checking in for a flight and presenting property for transportation, pay an additional charge for each Carrier on which the property is to be transported and declare a value higher than the maximum amounts specified in this Rule and up to the maximum of .50 per Carrier and an additional amount of liability of 100.00 or fraction thereof. In which event, Carrier's liability shall not exceed such declared higher value.

(ii) Any higher declared value shall not apply to money, jewelry, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, irreplaceable books or publications, or other similar valuables when such valuables are included in baggage checked or otherwise delivered into the custody of the Carrier,

(iii) Limits of Declared Higher Value

The declared value for personal property, including baggage, shall not exceed the limits of CAD \$2,500.00. The amount specified above will be in Canadian currency.

r) Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, servants and representatives of Carrier and any person whose aircraft is used by Carrier for carriage and its agents, servants and representatives.

s) No agent, servant or representative of Carrier has authority to alter, modify or waive any provision of this contract.

t) Severability - Should any provision in this tariff be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid, binding and effective.

**RULE 10. SUBSTITUTION OF AIRCRAFT**

(a) When, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, Carrier may furnish another aircraft of the same type or, with the consent of Charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).

(b) When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless Charterer agrees to pay the rates and charges applicable to the substituted aircraft.

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- (c) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.
- (d) Carrier may without notice and subject to any necessary approval from the CTA (A) or other governmental authority substitute alternate Carrier in case of necessity.

**RULE 11. PAYMENT REQUIREMENTS**

- (a) Payments for a charter flight made to any person to whom Carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to Carrier.
- (b) After the charter contract has been signed by Charterer and accepted by Carrier, payment of the charter price and other charges shall be made in accordance with the following:
  - I. At the time of signing, a non-refundable, non-transferable deposit is required, equal to the greater of CAD \$4,000 or 25% of the total charter price or;
  - II. In lieu of the initial deposit, Carrier may accept an “Irrevocable Documentary Credit” given by a bank or other financial institution acceptable to the Carrier equal to the greater of \$3,500 per rotation or 25% of the total value of the charter agreement.
  - III. The full payment of rates and charges of each round-trip shall be made seven (7) days prior to the departure date of the charter from the point of origin or immediately if less than seven (7) days.
- (c) The charterer shall pay to the Carrier on demand all applicable transportation taxes due with respect to any flight operated by the Carrier hereunder and all other applicable taxes, fees or charges payable by the charterer but of which the Carrier is the collecting agent.
- (d) If the charter price is paid in funds other than Canadian Dollars, the rate of exchange will be calculated based upon the rate of exchange upon the day of signing.
- (e) Carrier may cancel a charter flight if Charterer has not complied with this rule. In such event, Charterer shall pay Carrier a cancellation charge in accordance with Rule 12.

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## **RULE 12. CANCELLATION CHARGES**

Charterer may cancel any charter flight or series of charter flights by notifying Carrier at any time before the time of departure. When a charter flight or series of flights are so cancelled, or when a charter flight or series of flights are cancelled pursuant to another rule in this tariff which provides for a cancellation charge to be paid by Charterer, Charterer shall pay Carrier a cancellation charge and shall be subject to the conditions set out in paragraph (a) through (h) inclusive by way of liquidated damages and not as a penalty as follows:

- i) The greater of CAD \$4,000 per charter or twenty-five (25%) of the charter price if cancelled from date of signing the contract up to forty-five (45) days before departure for each flight.
- ii) Fifty percent (50%) of the charter price of such price if cancelled less than forty-four (44) days but up to forty-nine (49) hours before departure of each flight.
- iii) One Hundred (100%) of the total charges as specified in the Charter Contract for each charter cancelled forty-eight (48) hours or less before departure of each flight.

Note: The date of cancellation by Charterer of a charter flight, series or part thereof, shall be the date on which Carrier receives written or telegraphic notification of such cancellation.

- (a) In the event of the cancellation of one or more but not all the flights in a series of charter flights, Charterer shall pay for any additional ferry flights required.
- (b) In the event that a cancelled flight is subsequently reinstated, Charterer shall pay for any additional ferry flights required, any resulting overtime costs for staff and other costs related to “short notification” charges incurred by Carrier from its sub-contractors or agents.
- (c) In the event of a cancellation of one or more but not all the flights in a series of charter flights, Carrier may at its discretion cancel the remaining charter flights in the series without recourse by Charterer in respect thereto.
- (d) In the event of cancellation of a charter flight or flights by Carrier or charterer before departure, full refund of payments made with respect to the charter flight or flights cancelled shall be made less any applicable cancellation fees or additional ferry flight charges and the liability to make such a refund shall constitute the sole liability of Carrier to Charterer in respect thereto and Charterer shall indemnify and hold harmless Carrier, its employees and agents from and against any and all claims by whomsoever made as a result of such cancellation.
- (e) In the event that Charterer is required to pay any cancellation charges or additional ferry flight charges with respect to any series of flights, then as a condition of and prior to the

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continuation of the series of flights, Charterer shall pay to Carrier all such fees and charges and any amount to reinstate any deposit to its original amount.

- (f) Charterer shall furnish Carrier with such information as may be required by Carrier for transmittal to the CTA (A). If representations made by Charterer in any information provided are not correct, or if Charterer is in breach of any or all of the terms and conditions of the charter contract including this tariff and the said breach or incorrect information continues unremedied for 15 days after written notice thereof has been given to Charterer by Carrier, Carrier may cancel the flight or series of flights to which the said breach or inaccurate information relates except that if the CTA (A) cancels Carrier's permit for any flight or flights as a result of any such breach or inaccurate information, the said flights shall be cancelled forthwith. Charterer shall indemnify and hold harmless Carrier, its employees and agents from the against and all claims by whomsoever made as a result of any cancellation pursuant to this rule and shall pay Carrier a cancellation charge in accordance with the rule.
- (g) Cancellation charges provided for in Rule 12(a) will not apply to charters that are cancelled during any period of cessation of operations due to a work stoppage, provided the cancellations occur not earlier than thirty (30) days prior to the scheduled date of departure from the point of origin.
- (h) Carrier may terminate any charter flight or series of flights upon advising Charterer 90 days prior to the date of departure from the point of origin.

### **RULE 13. GROUND TRANSPORTATION**

The tolls published in this tariff do not include ground transportation. Carrier does not maintain, operate or provide ground transportation between airports or between airports and city centres. Any such services are performed by independent contractors who are not and shall not be deemed to be the agents or employees of Carrier. Carrier shall not be liable for the acts or omissions of such independent contractors or anything done by an employee, agent or a representative of Carrier in making arrangements for such ground transportation. The costs of ground transportation shall be payable by Charterer.

### **RULE 14. SPLIT CHARTERS**

Carrier shall enter into a charter contract with one charterer only at one time.

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## **RULE 15. FACILITIES – AIRPORT AND SERVICE REQUIREMENTS**

The following is a list of minimum requirements for Carrier to operate in/out of a non-scheduled airport:

- a) communications and navigational aids,
- b) hangar and storage space for overnight aircraft
- c) pre-heaters for aircraft
- d) ground power units,
- e) paved airstrips with communications, markers, lights or both and
- f) personnel to assist Carrier's crews with aircraft ground operations

## **RULE 16. PASSENGER SERVICE COMMITMENTS**

The rules contained in this tariff shall be interpreted in accordance with the principles set out below, and adjusted in accordance thereto.

1. Given that passengers have a right to information on flight times and schedule changes, the Carrier will make reasonable efforts to inform passengers of delays and charter schedule changes and to the extent possible, the reason for the delay or change.
2. Given that passengers have a right to take the flight they paid for, if the plane is overbooked or cancelled, the Carrier will:
  - (a) find the passenger a seat on another flight operated by the Carrier;  
or, at Carrier's option
  - (b) buy the passenger a seat on another carrier with whom it has a mutual interline traffic agreement;  
or, at passenger's choosing or if Carrier is unable to perform the option stated in (a) or (b) above within a reasonable amount of time,
  - (c) refund the unused portion of the passenger's ticket.
3. Given that passengers have a right to punctuality, the Carrier undertakes to do the following:

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- (a) If a charter flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provide the passenger with a meal voucher;
  - (b) If a charter flight is delayed by more than 8 hours and the delay involves an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not start their travel at that airport; and
  - (c) If the passenger is already on the aircraft when a delay occurs, the Carrier will offer non-alcoholic drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, the Carrier will offer passengers the option of disembarking from the aircraft until it is time to depart, if it is safe, practical and timely to do so.
4. Given that passengers have a right to retrieve their Baggage quickly, if the Baggage does not arrive on the same flight as the passenger, the Carrier will take steps to deliver the Baggage to the passenger's residence or hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of the Baggage and will provide the passenger with an over-night kit as required. Compensation will be provided as per the provisions of this tariff.
5. Given that nothing in this present tariff would make the Carrier responsible for acts of nature or the acts of third parties, the principles set out in this rule cannot have the effect of holding the Carrier responsible for inclement weather or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials. The Carrier is legally obligated to maintain the highest standards of aviation safety and cannot be encouraged to fly when it is not safe to do so.

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**RULE 17. RATES AND CHARGES**

**TABLE "A"**  
**RATES AND CHARGES PER MILE AND PER HOUR**  
(in Canadian Dollars)

<b>AIRCRAFT TYPE</b>	<b>LIVE RATE PER MILE</b>	<b>FERRY RATE PER MILE</b>	<b>MINIMUM CHARGE PER FLIGHT</b>
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Rates and Charges individually negotiated on a confidential basis pursuant to Section 68 of the Canada Transportation Act.

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