

KELOWNA FLIGHTCRAFT AIR CHARTER LTD.
International Tariff

RULES, RATES AND CHARGES APPLICABLE
TO THE CHARTER OF AIRCRAFT
FOR THE
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

5655 Airport Way
Kelowna, British Columbia
Canada, V1V 1S1
250 491 5500

ISSUE DATE

EFFECTIVE DATE
March 22, 2022

CHECK SHEET

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

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
1	Original	16	Original
2	Revised	17	"
3	Original	18	"
4	"	19	"
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**EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS AND SYMBOLS**

CTA..... Canadian Transportation Agency

Cont'd Continued

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

CAD Canadian

N/A..... Not Applicable

RULE 1. DEFINITIONS

In this tariff, the following words shall have meanings set out below:

"Aeronautics Authority" means, as the context may require, the governmental department, bureau, commission or agency that under the jurisdiction of operation of the aircraft shall from time to time have control or supervision of civil aviation in that jurisdiction over the registration, airworthiness, operation, maintenance or other matters relating to, the aircraft.

"Baggage" means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight and unless otherwise specified includes, checked and unchecked baggage.

"Baggage Tag" means a document issued by the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger's checked baggage and the remaining part is attached by the carrier onto a particular piece of the passenger's checked baggage

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

"Cargo" means any and all property carried by carrier in an aircraft excluding baggage, service animals and mobility aids.

"Carrier" means Kelowna Flightcraft Air Charter Ltd. (DBA KF Cargo, KF AeroFlyer).

"Charterer" means a person, firm, corporation, association, partnership, or other legal entity who 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.

"Charter Agreement" means any charter contract between the carrier and charterer, whether or not the charter contract permits one or more seats to be marketed for resale to the public.

"Carrier's Passenger Liability" means the total responsibility owed by the carrier to a passenger or other person in respect of a passenger, arising from (i) the passenger's use of the carrier's services; and (ii) the carrier's operation, ownership or possession of an aircraft.

"Checked Baggage" means baggage of which the carrier takes sole custody and for which the carrier issues a baggage tag;

"Denial of Boarding" occurs when a passenger is not permitted to occupy a seat on-board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation, and are present at the boarding gate at the required boarding time.

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

"Emotional Support Animal" means an animal that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with disability, but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the person with a disability-related need.

"Event of Force Majeure" means an event, the cause or causes of which are not attributable to the wilful misconduct of the carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, pandemic, epidemic, inclement weather or other meteorological conditions or natural disasters that make the operation of an aircraft unsafe, or the actions or instructions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, epidemic, other acts of God or public enemies, war or political instability, national emergency, sabotage, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances and illegal acts, a NOTAM (as defined in subsection 101.01(1) of the Canadian Aviation Regulations), a security threat, airport operation issues, medical emergencies, collision with wildlife, a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider (ii) issues or interruptions of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions, instructions or requirements of or interference by any government or governmental agency or official thereof or from a person responsible for airport security, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure or manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned or by a competent authority, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether, seen, unforeseen, reasonably foreseeable or not reasonably foreseeable, which delays, cancels or otherwise impacts a carrier's operations.

"Ferry Flight" means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

"Flight" means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

"Goods" means anything that can be transported by air including animals and cargo.

"Governmental Authority" shall mean and include, as applicable, (i) Transport Canada and any other applicable Aeronautics Authority; (ii) any national government, or political subdivision thereof or local jurisdiction therein; (iii) any board, commission, registry, department, division, organ, instrumentality, court, or agency of any entity described in (ii) above, however constituted; and (iv) any association, organization, or institution of which any entity described in (ii) or (iii) above is a member or to whose jurisdiction any such entity is subject or in whose activities any such entity is a participant.

"Montreal Convention" means the convention for the unification of certain rules for international carriage by air, signed at Montreal, May 28, 1999.

"Origin" means the point from which a flight commences with payload to be transported.

"Passenger" means a person, other than a member of the air crew who uses the air carrier's service by boarding the air carrier's aircraft pursuant to a valid contract.

"Tarmac Delay" occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

"Tax" means an amount of money collected by the carrier from the charterer or passenger pursuant to an obligation imposed by governmental authority.

"Transport Canada" shall mean, as the context may require, the federal Department of Transport of Canada and/or the Canadian Minister of Transport or any person, government department, bureau, committee or agency succeeding to the functions of either of the foregoing.

"Unchecked Baggage" means any baggage (carry-on) accompanying the passenger other than checked baggage.

"Warsaw Convention" means the convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, November 12, 1929, as amended, but not including the Montreal convention as defined above;

RULE 2. APPLICATION OF TARIFF

- (A) This tariff is applicable to the transportation of passengers and their baggage and goods, and all ancillary services incidental thereto, using aircraft operated by **Kelowna Flightcraft Air Charter Ltd. (DBA KF Cargo, KF AeroFlyer)**.
- (B) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by **Kelowna Flightcraft Ltd. (DBA KF AeroFlyer)**, is executed by the charterer and the carrier.
- (C) Air 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 on each page, on the date of signing of the air transportation contract.
- (D) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and, unless expressly stated otherwise in the charter agreement, in the event of any conflict between this tariff and the contract this tariff shall prevail.
- (E) The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice.
- (F) All dollar amounts shown in this tariff are exclusive of applicable tax. Applicable tax will be added to amounts shown in this tariff based on your province, territory, country or as otherwise may be.

RULE 3. CURRENCY

- (A) Rates and charges are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of local banker's rates of exchange as calculated on the date of signing the air transportation contract.

RULE 4. MILEAGE DETERMINATION

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

- (1) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited.
- (2) IATA Mileage Manual, published by the International Air Transport Association.
- (3) Great Circle Mapper found on the internet www.gcmap.com.
- (4) Carrier software; and/or
- (5) A combination thereof.

RULE 5. COMPUTATION OF CHARGES

(A) The total price payable by the party contracting for the use of an aircraft shall be the following:

- (1) An amount determined by multiplying “the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table “A”, or, where the air transportation contract between the carrier and charterer expressly provides, by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Table “A”, provided that the charge for the flight shall not be lower than the minimum charge per flight shown in “Table “A”.
- (2) An amount obtained by multiplying “the rate per hour of fraction thereof of the flight(s), times the applicable ferry rate per hour shown in “Table “A”, or, where the air transportation contract between the carrier and charterer expressly provides, 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 shown in Table “A”, provided that the charge per ferry flight shall not be lower than the minimum charge indicated in “Table “A”, or
- (3) Point to Point Rates as published in Table “A”.
- (4) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.85/litre.
- (5) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:

- (a) Loading/unloading of the aircraft.
- (b) Charges for goods carried outside the aircraft.
- (c) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.
- (d) Charges for storage.
- (e) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.
- (f) The actual cost of any special or accessorial services performed or provided on request.
- (6) Layover charges, if any, as set forth in Table "B", will be assessed by the carrier for holding the aircraft on request at any point on the route in excess of the free waiting time.
- (7) Landing charges as per Table "B".
- (8) Taxiing charges, if any, for the time required to transport passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour shown in "Table" "A".

RULE 6. CONDITIONS OF CARRIAGE

(A) Acceptance of Children

- (1) Children under 14 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 14 years of age.
- (2) A guardian must travel with a child or children under 14 years of age. The guardian must be at least 18 years of age. The guardian must be assigned at the time of booking and will be fully responsible for the transportation of the child(ren).
- (3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children.

(B) 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 arising from:

- (1) An event of force majeure, provided, always, that in the event of such force majeure, the carrier will use its reasonable commercial efforts to fulfil its obligations'; and
- (2) any failure to perform any of its obligations directly or indirectly attributable to an earlier delay or cancellation that is due to an event of force majeure.

(C) Medical Clearance

The carrier reserves the right to require a medical clearance from the governmental authority 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).

(D) Refusal to Transport

- (1) The carrier will refuse passage to any person when:
 - Such action is necessary for reasons of safety;
 - Such action is necessary to prevent violation of any applicable law, regulation or order of any country, state or jurisdiction to be flown over.
 - The passenger cannot provide Carrier confirmation that their travel and other documents including, without limitation, passports, visas, other picture ID and vaccinations or inoculations, meet all applicable law, regulation or order of any country, state or jurisdiction to be flown over.
- (2) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions 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 attention or assistance from employees of the carrier beyond the services normally provided by the carrier – Carriage of Persons with Disabilities – See Rule 7 (c) Acceptance of Declaration of Self-reliance.

(E) Space and Weight Limitations

Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.

(F) Schedules/delays

(1) The carrier shall use reasonable commercial efforts to carry the passengers, baggage and/or goods with reasonable dispatch. Times shown in a charter agreement, passenger tickets (if issued directly by carrier) or elsewhere are not guaranteed and form no part of a charter agreement. Flight times are subject to change without notice.

(G) Right of Inspection

(1) Carrier may require passengers to permit a search to be conducted of their person, baggage and/or goods. Carrier may search baggage and goods in passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of, or the baggage contains items not permitted by carrier to be transported or which have not been presented to carrier. If the passenger refuses to comply with the request for search, carrier may refuse to carry the passenger, baggage and/or goods.

RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES

(A) Definitions

(1) “**Ambulatory**” means a person who is able to move about within an aircraft unassisted.

(2) “**Non-Ambulatory**” means a person who is not able to move about within the aircraft unassisted.

(3) “**Non-self-reliant**” means a person who is not self-reliant.

(4) “**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, or assistance from the carrier beyond the range of services that are required by the ATR or that is normally offered by the carrier.

- (5) “**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 and does not include an emotional support animal.

(B) Acceptance of a Person with a Disability

Persons with a disability will be accepted for transportation as outlined below:

Disability	Personal Attendant Required
Blind	No
Deaf	No
Blind and Deaf/Self-reliant	No
Blind and Deaf/Non-self-reliant	Yes
Intellectual/Self-reliant	No
Intellectual/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self-reliant	Yes
Non-ambulatory/Self-reliant	No (*)
Non-ambulatory/Non-self-reliant	Yes

(*) Except in cases where the number of such passengers travelling on a given flight exceeds the *Civil Aeronautics Directorate Transport Canada’s Guideline, Commercial Air Services (Carriage of Non-ambulatory. Passengers on Large Turbo-jet Aeroplanes)*.

(C) Acceptance of Mobility Aids

In addition to the regular free baggage allowance, the carrier will accept the following mobility aids as priority checked baggage without charge:

- (1) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
- (2) a manually operated folding wheelchair;
- (3) a walker, a cane, crutches or braces;
- (4) any device that assists the person to communicate better; and
- (5) any prosthesis or medical device;

and subject to the provisions manually operated wheelchair and applicable to small aid, carrier will:

- (6) disassemble and package the mobility aid;
- (7) where the person has been required to board the aircraft in advance of other passengers, identify the mobility aid as priority baggage;
- (8) unpackage and reassemble the mobility aid; and
- (9) return the aid to the person promptly on arrival at the person's destination.

Aircraft design

Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person's aid, the air carrier is not required to carry the aid. The carrier will advise the person about transportation arrangements that are available for the aid.

Manually operated wheelchair

The air carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

- (1) until the person reaches the boarding gate;
- (2) where facilities permit, while the person is moving between the terminal and the door of the aircraft;
- (3) where space and facilities permit, while the person is moving between the terminal and the passenger seat.

Where space permits, the air carrier will, without charge, permit the person to store a manually operated folding wheelchair in the passenger cabin during the flight.

Applicable to small aid referred to in (C) (3), (4) and (5)

Where space and facilities permits, the air carrier will, without charge, permit the person to retain the aid in the person's custody during the flight.

(D) Acceptance of Service Animals

- (1) 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 in writing as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

- (2) Service animals will be refused transport if: (i) the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the service animal has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit; (ii) the service animal is over the size allowance for a single passenger seat, and additional space was not requested in advance and cannot be arranged due to flight capacity limitations or in time to meet the boarding cut-off time; (iii) the person does not have the required control measures for the service animal, or the control measures do not identify the service animal as a “service animal” or “service dog”; (iv) the service animal was running freely; (v) the service animal was barking or growling repeatedly at other persons; (vi) the service animal bit another passenger, an employee or contractor of the carrier, or another person at the airport or onboard the aircraft; (vii) the service animal was jumping on people; (viii) the service animal urinated or defecated in the cabin or gate areas; or (ix) the service animal was causing significant disruption in the cabin or at an airport gate area.

(E) Acceptance of Declaration of Self-reliance

- (1) Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person as to self-reliance. Once advised that he or she is self-reliant, the carrier shall not refuse such passenger transportation on the basis that there is a lack of a personal attendant or based on the assumption that the passenger may require attention from airline employees to assist with the passenger’s needs beyond the range of services that are required by the ATR or that are normally offered by the carrier.
- (2) The carrier may, using its reasonable discretion, determine a passenger with a disability requires medical clearance where safety or well-being is an issue, including, without limitation, such passenger’s assistance with the washroom, consuming food or safety or well being of other passengers is in question.

(F) Communication of Information

The carrier will make reasonable efforts to transmit instructions relating to special handling requests from persons with disabilities to the cabin crew along with other special instructions. A list of the services that the carrier has

undertaken to provide at the time of execution of the charter agreement or, where relevant, at the time of reservation of a passenger will be transmitted to the personnel assisting such persons.

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made both visually and verbally to persons with disabilities who request such a service.

The passenger should provide the carrier with their preferred means of communication from among means offered by the carrier (for example, email address and/or telephone numbers) when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary.

(G) Seating Restrictions

Persons 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 or, otherwise in accordance with safety rules or regulations administered by Transport Canada.

Seating assignment

- When a person identifies the nature of his/her disability, before assigning a passenger seat, the carrier will inform the person as to which seats in the aircraft are the most accessible seats.
- Carrier will make reasonable efforts to assign accessible passenger seats to passengers without disabilities last.

(H) Assistance to be Provided

- (1) If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance:
 - (a) registration at the check-in counter;
 - (b) proceeding to the boarding area;
 - (c) boarding and deplaning;
 - (d) stowing and retrieving the person's unchecked baggage;
 - (e) retrieving the person's checked baggage;
 - (f) transferring the person:

- (i) between: the person's own wheelchair, scooter or other mobility aid
and: a wheelchair, boarding chair or other mobility aid provided by the carrier.
- (ii) between: a wheelchair, boarding chair or other mobility aid
and: the person's passenger seat.
- (g) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;
- (h) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
- (i) inquiring periodically about the person's needs when persons in wheelchairs who are not independently mobile are awaiting a flight after check-in, when in transit between flights and during the flight;
- (j) assembling and disassembling of mobility aids; and
- (k) proceeding to the general public area or to a representative of another carrier.

- (2) If the request for these services is not made within 48 hours of the designated departure time, the carrier will make a reasonable effort to provide the services.

Pre-boarding

When a request is made by a person for boarding or seating or stowing unchecked baggage, the carrier may require the person to board the aircraft in advance.

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers).

Written confirmation

The carrier is to provide a written confirmation to the person of the services to be provided.

(I) Liability of Carrier Respecting Mobility Aids

The liability of carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as

checked baggage or otherwise is to be based on the cost of the repair or replacement value of the mobility aid.

In the event that a mobility aid is lost or damaged:

- (1) the air carrier will immediately provide a suitable temporary replacement without charge;
- (2) if a damaged aid can be repaired, in addition to (1) above, the air 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;
- (3) if a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (1) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

(J) Liability for damage to service animals

If the carrier's fault or negligence results in the injury or death of a service animal, the carrier will, at its expense, provide medical care for the service animal or a replacement service animal.

RULE 8. ACCEPTANCE OF BAGGAGE OR GOODS

- (A) All baggage or goods presented for transportation is/are subject to inspection by the carrier. Carrier reserves the right, in its sole discretion, to refuse to transport goods that are not adequately packaged for transportation by flight or that are unsuitable for transportation by flight for any reason.
- (B) 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 any applicable Canadian, or other governmental authority, laws, regulations, or orders.
- (C) If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:
 - (1) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and, provided that such firearms are disassembled or packed in a suitable

case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons.

- (2) Explosives, munitions, corrosives and articles which easily ignite.
- (3) (*) Pets including, dogs, cats and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft.
(*) Not applicable to service animals.

(D) Unchecked baggage is subject to the following requirements:

- (1) Unchecked baggage must be within the carrier's size and weight limits to be taken onboard the aircraft
- (2) Each passenger may have one piece of unchecked baggage (carry on item) and one (1) personal item.
- (3) In all cases, the items may not exceed the applicable measurements outlined below:
 - (a) unchecked baggage: Maximum size of 53 cm x 23 cm x 38 cm (21 in. x 9 in. x 15 in.)
 - (b) personal item: Maximum size of 41 cm x 15 cm x 33 cm (16 in. x 6 in. x 13 in.)
- (4) The carrier, in its sole discretion, may check any unchecked baggage for any or no reason.

(E) Checked baggage is subject to the following requirements:

- (1) Checked baggage may weigh up to 22 kg (50 lbs) with combined length + width + height dimensions of 203 cm (80 inches).
- (2) Baggage with combined dimensions exceeding 203 cm (80 inches) will not be accepted for transport.
- (3) Each passenger may have one piece of checked baggage.
- (4) Where carrier has sufficient room and the aircraft has excess capacity, carrier may permit a passenger to transport additional checked baggage at a rate of fifty dollars (\$50.00) per piece of checked baggage.

RULE 9. REFUNDS

- (A) Application for refund shall be made to the carrier or its duly authorized agent.
- (B) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.
- (C) Acceptance of a refund by the charterer will release the carrier from all further liability.
- (D) No refund is owed if the cancellation or delay is outside of the carrier's reasonable control or was an event of force majeure.
- (E) No refund is owed if Rule 6. (D) applies and the passenger was refused transport for failing to comply with this tariff.

RULE 11. LIMITATION OF LIABILITY

This Rule11. Applies to flights between a point in Canda on one hand and a point other than in Canada on the other hand.

For the purposes of this tariff, the term "passenger" shall be deemed to include the charterer.

- (A) Liability of carrier for damages shall be limited to occurrences on its own line except in the case of checked baggage as to which the passenger also has a right of action against the first or last carrier.
- (B) For travel governed by the Warsaw Convention, carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention.
- (C) For travel governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and

prevail over any provisions of this tariff which may be inconsistent with those rules.

(D) For carriage governed by either the Montreal Convention or the Warsaw Convention:

- (1) This tariff shall not derogate or otherwise limit the rights of the carrier against any person who has willfully caused damage which resulted in death, or other bodily injury of a passenger.
- (2) Carrier does not offer or operate ground transportation. All ground transportation is provided by third parties that are not employees, contractors and/or agents of carrier. Passengers use ground transportation at their own risk and carrier disclaims any and all liability and responsibility for all matters related to ground transportation.
- (3) Carriage is subject to provisions set forth in the passenger's ticket.

(E) Baggage

- (1) If neither the Montreal Convention or the Warsaw Convention apply the liability limit for loss or delay of, or damage to baggage is 1,288 Special Drawing Rights (SDR) per passenger.
- (2) For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

NOTE: Notwithstanding the normal carrier liability, as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

- (3) For the purpose of international carriage governed by the Warsaw Convention, carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of a maximum of 22 SDRs per kilogram for checked baggage and cargo and 332 SDR for carry-on baggage, unless the passenger or charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional

charge in accordance with the provisions of this Rule. In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

NOTE: Notwithstanding the normal carrier liability, as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

- (4) In all cases, if baggage failing to arrive with a passenger's flight, carrier will inform the passenger of the status of the baggage and delivery the baggage to the passenger's hotel or residence where reasonably possible.
- (5) Where the Montreal Convention or the Warsaw Convention apply, a passenger may, when presenting goods for transport, pay an additional charge for each carrier on which the goods are to be transported and declare a value higher than the maximum amounts specified above in (3) and the Carrier's liability will not exceed the

higher value declared. The additional charge shall be calculated as follows:

- (a) the amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";
- (b) no charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- (c) for that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD \$1.00 for each CAD \$100.00 or fraction thereof; and
- (d) declared value for baggage and goods shall not exceed CAD \$2,000 per passenger.

Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

- (6) In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within twenty-one days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.
- (7) If a mobility aid is damaged or lost, 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.

- (8) If the Warsaw Convention applies, if part or not all of the baggage is lost or damaged, the liability of the carrier shall be solely based on weight of the undelivered or damaged portion, notwithstanding the value of any baggage or its contents.

(F) Limitations of Liability

- (1) The carrier is not liable for destruction, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the carrier, unless such damage is caused by the negligence of the carrier.
- (2) The carrier is not liable for destruction, damage or delay of checked baggage and unchecked baggage:
- (a) to the extent that the damage, destruction or delay was caused by the baggage's inherent properties; and
- (b) caused by contents of a passenger's baggage or another passenger's baggage.
- (3) Passenger will compensate the carrier for all damage incurred by the carrier as a result of the inherent properties of the passenger's baggage and the contents of a passenger's baggage.
- (4) Carrier shall not be liable for spoilage resulting from the delay in delivery of perishable items, nor for the damage to, or damage caused by, fragile articles, which are unsuitably packed.
- (5) All limitations of liability and exclusions of liability of the carrier provided for in this tariff, in a passenger's ticket or both, applies to the employees, representatives, contractors and agents of the carrier and all people whose aircraft is used by the carrier performing services in furtherance of the charter agreement.
- (6) To the extent permitted by applicable law, the carrier's passenger liability respecting the services provided for any flight including, without

limitation, the flight, howsoever caused, including the negligence of the carrier, shall not exceed the limits set out in this tariff.

- (7) Other than as stated in this tariff, the carrier shall have no liability to a passenger or other person affected by an event of force majeure.
- (8) Carrier is not responsible or liable for any loss, damage, destruction or delay, of whatever nature, in the delivery of goods or baggage that are not adequately packaged for transportation by flight or that are unsuitable for transportation by flight for any reason as determined by carrier in accordance with this tariff.
- (10) Carrier may disallow any claim for loss or damage which contains misrepresentations with respect to the nature or amount of such loss or damage, carrier may also disallow claims when the passenger fails to provide proof of loss in the form of receipts of purchase unless other sufficient proof of loss is provided.
- (11) Liability of the carrier for loss, damage to or delay of goods, baggage, passenger delay or death or injury.
 - (a) Except as provided herein, or in other applicable law:
 - (i) The carrier is not liable for any damages directly arising out of carrier's or passenger's compliance with any laws, government regulations, orders, or from any passenger's failure to comply with the foregoing or from or out of any cause beyond the carrier's control.
 - (ii) The carrier is not liable for damage to passengers or baggage or goods unless and only to the extent that the event that caused the damage occurred took place on board the aircraft or in, the case of passengers and their baggage) the course of embarking or disembarking.
 - (iii) The carrier is not liable for any damage that arises as a result of a passenger's age, physical or mental condition that presents a risk or hazard to the passenger or other passengers (including travel involving pregnant

passengers or unborn children), that would not have occurred but for the passenger's age, physical or mental condition.

(iv) In the case of a pregnant passenger, the carrier is not liable for damages in respect of the unborn child of a pregnant passenger.

(12) The carrier shall in no way be liable to any passenger, air crew, employee or other person for any special, indirect, punitive, aggravated, exemplary or consequential damages in respect of the carrier's passenger liability including, without limitation, loss of revenue and loss of profit.

(13) Notwithstanding anything else to the contrary contained in this tariff or otherwise, the carrier shall not be liable to any passenger, air crew, employee or other person for damages that a passenger, air crew, employee or other person incur due to the acts or omissions of that passenger, other passengers, air crew, employee or other person or acts or omissions of any other person, including any other air carrier, shipper, consignee or owner, their agents, representatives or employees, as applicable, whether or not the actions of the foregoing are negligent.

(14) The carrier will not be responsible or liable for a passenger missing a connecting flight.

(15) The carrier will not be responsible or liable for a passenger missing connecting transportation, prior booked accommodation, or any other booking by reason of an insufficient amount of time between the scheduled arrival of a flight included in the itinerary set out in the ticket or charter agreement.

(16) The carrier is not responsible to the extent damage was caused or contributed by the passenger's or person claim through the passenger's negligence or wrongful acts or omissions

(17) The carrier is only liable for damage to unchecked baggage to the extent the damage resulted from its fault, or that of its servants or agents.

(G) Applicable Law

If provisions contained or referred to in this tariff or the ticket (if issued directly by carrier) are found to be contrary to applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such

provision, to the extent that it is invalid, shall be severed from the ticket or tariff and the remaining provisions shall continue to be of full force and effect.

RULE 13. SUBSTITUTION OF AIRCRAFT(*)

- (A) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (B) and (C).
- (B) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.
- (C) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

(*) Applicable when the contract entails the use of the full capacity of the aircraft in question.

RULE 14. PAYMENT REQUIREMENTS

- (A) Payments for a flight made to any person to whom the 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 the carrier.
- (B) Terms of payment shall be as follows:
 - (1) Deposit of twenty five percent (25%) of charter agreement flight amount shall be due upon acceptance of charter agreement flight.
 - (2) Balance of payment for the accepted charter agreement flight amount shall be due seven (7) days prior to departure.

RULE 15. CANCELLATION CHARGES

- (A) Deposit payment 100% refundable thirty (30) days prior to departure date.
- (B) Deposit payment 0% refundable inside thirty (30) days prior to departure date.

RULE 16. TICKETS

The carrier does not issue tickets. Subject to the contract between the carrier and the charterer, prior to the flight, the charterer will provide a list of all the passengers' names to the carrier.

RULE 17. PASSENGER RE-ROUTING

The carrier does not offer passenger re-routing and the carrier does not have a policy on passenger re-routing. The carrier is not liable to any passenger when passenger misses a flight. In these instances, no other flight alternative is offered by the carrier to the passenger.

RULE 18. DENIED BOARDING COMPENSATION

Subject to Rule 12, the carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.

Table A

RATES AND CHARGES FOR ENTITY CHARTERS
(In Canadian Currency)

Aircraft Type	Rate per Statute Mile		Rate per Hour		Minimum Charge per Flight	
	Charter	Ferry	Charter	Ferry	Charter	Ferry
B737-600	\$25.00	\$22.50	\$10,500	\$9,450	N/A	N/A

NOTE:

1. This price may be subject to a fuel surcharge based on any fuel uplift in excess of \$0.85/litre
2. This price does not include the following and will be charged out as applicable
3. Air Travelers Security Charge (ATSC);
4. Airport Improvement Fees (AIF);
5. Any per passenger fees/taxes;
6. NavCanada enroute and terminal fees;
7. Landing Fees;
8. Ground handling and/or gate access fees;
9. Crew Expenses;
10. Aircraft Overnight Fees;
11. Deice Fees;
12. Catering;
13. Taxes as applicable

Table B

LAYOVER CHARGES
(In Canadian Currency)

Aircraft Type	Free Waiting Time	Rate per Hour	Maximum Charge per Day or Fraction Thereof
B737-600	1 Hour	\$5,000	\$35,000