

Domestic Tariff

Provisions for Aircraft With Up to 29 Passenger Seats

Rules, Rates and Charges

Applicable

to

Transportation of Passengers and Baggage or Goods

Between Points in Canada

Issued By:

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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

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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 thereon:

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
0	1	15	1
1	12	16	3
2	1	17	2
3	1	18	2
4	1	19	1
5	1	20	4
6	1	21	9
7	3	22	9
8	1	23	10
9	2	24	11
10	2	25	11
11	2	26	12
12	1	27	12
13	1	28	10
14	Original	29	7

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

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Table of Contents

Check Sheet	1
Explanation of Abbreviations, Reference Marks and Symbols	3
Rule 1. Definitions	4
Rule 2. Application of Tariff	7
Rule 3. Currency	7
Rule 4. Mileage Determination	7
Rule 5. Computation of Charges	8
Rule 6. Conditions of Carriage	9
1. Acceptance of Children	9
2. Exemption from Liability	9
3. Medical Clearence	10
4. Refusal to Transport	10
5. Space and Weight Limitations	10
6. Schedules/Delays	10
Rule 7. Carriage of Persons with Disabilities	12
1. Acceptance for Carriage	12
2. Acceptance of Declaration of Self-reliance	12
3. Acceptance of Mobility Aids	12
4. Acceptance of Service Animals	13
5. Accessible Seating	13
6. Services to be Provided	13
7. Liability of Carrier Respecting Mobility Aids	14
Rule 8. Acceptance of Baggage or Goods	14
Rule 9. Refunds	16
Rule 10. Limitation of Liability – Passengers	16
Rule 11. Limitation of Liability – Baggage	17
Rule 12. Liability of Carrier – Goods	17
Rule 13. Substitution of Aircraft (*)	18
Rule 14. Payment Requirements	18
Rule 15. Cancelation Charges	18
Rule 16. Tickets	19
Rule 17. Passenger Re-Routing	19
Rule 18. Denied Boarding Compensation	19

Tables

TABLE “A” – Point to Point Rates	20
TABLE “B” – Aircraft Type: Rates Per Mile, Per Hour and Minimum Charge	28
TABLE “B1” – Landing Charges	29
TABLE “B2” – Layover Charges	29

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

EFFECTIVE DATE

January 2, 2023

January 3, 2023

**Explanation of Abbreviations,
Reference Marks and Symbols**

\$Dollar(s)

(C)Denotes change which results in neither increases or decreases

(I)Denotes increases

(N)Denotes addition

(R)Denotes reductions

(X)Denotes cancellation

APPRAir Passenger Protection Regulations

ATPDRAccessible Transportation for Persons with Disabilities Regulations

ATRAir Transportation Regulations

CADCanadian

CTACanadian Transportation Agency also referred to as the "Agency"

Cont'dContinued

N/ANot applicable

NoNumber

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

EFFECTIVE DATE

January 2, 2023

January 3, 2023

Rule 1. Definitions

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

“Baggage” means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“Barrier” means anything – including anything physical, architectural, technological, or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

“Boarding time deadline” is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

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

“Carrier” means Corilair Charters Limited.

“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.

“Circle trip” means any trip conducted in a continuous and circuitous route where the point of origin is also the ultimate destination but is not a round trip because it involves more than one stopover.

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

“Disability” means any impairment, including a physical, mental, intellectual, cognitive, learning, communication, or sensory impairment - or a functional limitation - whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

“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.

“Goods” means anything that can be transported by air including animals.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

“Involuntary refunds” means any refund made in the event: the passenger is prevented from using all or a portion of their ticket; the passenger's original class of service is changed to a lower class of service; or the passenger is unable to use any additional service purchased in situations set out in: Delay or cancellation – outside the carrier's control; Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes; Denial of boarding – outside the carrier's control; Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes; Liability of the carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – domestic transportation.

“Live 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).

“Mobility aid” means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis, or other aid that is specially designed to assist a person with a disability with a need related to mobility.

“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 domestic service by boarding the air carrier's aircraft pursuant to a valid contract.

“Person with a disability” means a person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication, or sensory impairment — or a functional limitation — whether permanent, temporary, or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society.

“Required for safety purposes” means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the Canadian Aviation Regulations but does not include scheduled maintenance in compliance with legal requirements.

“Reservation” is a record, either in paper form or in electronic form, of the accommodation held by a passenger on any given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided to the passenger.

“Routing” establishes the possible points via which travel may take place for a specific fare.

“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 by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

“Situations within airline control” include commercial overbooking; scheduled maintenance of an aircraft that is necessary to comply with legal requirements; or mechanical malfunction of the aircraft identified during scheduled maintenance.

“Situations within airline control but required for safety purposes” are unforeseen events legally required to reduce safety risk to passengers. Safety decisions made by the pilot and those made under an airline’s Safety Management System fall into this category.

“Situations outside the carrier's control” include, but are not limited to the following: war or political instability; illegal acts or sabotage; meteorological conditions or natural disasters that make the safe operation of the aircraft impossible; instructions from air traffic control; a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the Canadian Aviation Regulations; a security threat; airport operation issues; a medical emergency; a 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; a 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; and an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

“Small Carrier APPR” means any carrier that is not a Large Carrier APPR, a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

“Small Carrier Non-ATPDR” means any carrier that is not a Large Carrier ATPDR, a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

“Support person” means a person who is needed by a person with a disability, because of the nature of their disability, after departure and before arrival for assistance with eating meals, taking medication, using the washroom, transferring to and from a passenger seat, orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.

“Tariff” means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

“Traffic” means any passengers or goods that are transported by air.

“Ultimate destination” is the ultimate stopping place according to the tariff/contract of carriage as shown on the ticket/itinerary. In round trip itineraries, the ultimate destination and the origin are the same.

“Voluntary refunds” means a refund of an unused or partially used ticket, or for the difference in cost for a lower class of service for any situation not covered by the APPR, or for an additional service for reasons other than those mentioned under the definition of an involuntary refund.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

Rule 2. Application of Tariff

1. For the purpose of establishing obligations toward passengers under the APPR, CorilAir Charters Ltd. declares that it is a Small Carrier APPR.
2. This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by CorilAir Charters Limited.
3. 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 CorilAir Charters Limited, is executed by the charterer and the carrier.
4. 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.
5. The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract the tariff shall prevail.

Rule 3. Currency

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 based on local banker's rates of exchange as calculated on the date of signing the air transportation contract.

Rule 4. Milage Determination

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be calculated in statute miles (sm) and will be the shortest mileage covering the actual airport to airport great circle distance of the agreed flight or flights, using 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.

In the event that the distance flown from airport to airport is determined to be less than the distance required to be flown due to circumstances of weather or routing, or aircraft performance limitations, the actual milage flown or company produced milage books will be used for the purpose of computing rates and charges.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

Rule 5. Computation of Charges

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 distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Table "B", or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table "B", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table "B".
2. 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 shown in Table "B", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table "B", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table "B" 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 zero.
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 passengers 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 "B2", 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.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
Jan 28 2013

EFFECTIVE DATE
Feb 28 2013

7. Landing charges as per Table "B1".
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 "B".
9. Valuation charges, if any, in accordance with Rule 11 and Rule 12.
10. Additional charges for flights prior to 0700 or after 1900 local time.

Rule 6. Conditions of Carriage

1. Acceptance of Children

- a) 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 or older.
- b) 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.
- c) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

2. 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:

- a) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;
- b) "**Force Majeure**", or any other causes not attributable to the wilful 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 a Government or public body, on what ever grounds, to grant the carrier any clearance, licence, right or other permission necessary

for the performance of the carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

January 28, 2013

EFFECTIVE DATE

February 28, 2013

3. Medical Clearance

The carrier reserves the right to require a medical clearance from the passenger's medical authority if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

4. Refusal to Transport

a) The carrier will refuse passage to any person when:

- 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 over.

b) 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 enroute 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. 2. Acceptance of Declaration of Self-reliance.

5. Space and Weight Limitations

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

6. 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.

A Delay or cancellation that is directly attributed to an earlier delay or cancellation that is due to situations outside the carrier's control, is considered to also be due to situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

Unique to seaplane travel, any aircraft will not be boarded until 10-15 minutes prior to departure.

While waiting for departure, passengers have access to working lavatories, proper ventilation and heating or cooling, food and drink, and the ability to communicate with people outside the terminal. In the event of delays or cancellations, the carrier will keep passengers regularly informed if there is a flight disruption.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

All passengers will be advised as to why their flight has been disrupted as soon as is feasible. This information shall be provided through verbal means. Email and text messages will also be sent if this contact information was provided at the time of booking.

A flight status update will take place every 30 minutes until a new departure time or cancellation has been confirmed.

In the event of a flight delay or cancellation, the passenger's options are:

1. The carrier can book the passenger on the carrier's next available flight.
2. The carrier can refund the passenger's flight charges and assist the passenger in sourcing alternate travel arrangements whether it be by ground transportation, ferries or other air transportation options that may be available.
3. For flight delays or cancellations that are in the carrier's control and not related to safety, passengers are entitled to compensation based on the length of delay at arrival at their destination:

Length of delay Amount (CAD)

3-6 hours	\$125
6-9 hours	\$250
9+ hours	\$500

To receive the minimum compensation referred above, a passenger must file a request for compensation with the carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred. The carrier will, within 30 days after the day on which it receives the request, provide the compensation or a travel credit in the same amount or an explanation as to why compensation is not payable.

If the passenger is being picked up in a remote area, it is up to the passenger to contact the carrier ahead of time to confirm the pickup time and location.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

Rule 7. Carriage of Persons with Disabilities

For the purpose of establishing obligations towards passengers with disabilities under the ATPDR or otherwise, CorilAir Charters Ltd. declares that it is a Small Carrier Non-ATPDR operating aircraft with 29 or less passenger seats.

1. Acceptance for Carriage

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In the event of a refusal, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage within 10 calendar days of the refusal.

2. Acceptance of Declaration of Self-reliance

Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person with a disability that the person is self-reliant and does not require services of a personal nature during a flight, such as assistance with eating, personal hygiene, using washroom facilities or taking medication.

3. Acceptance of Mobility Aids

a) The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:

- I. a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
- II. a walker, a cane, crutches or braces;
- III. any device to facilitate communication; and/or
- IV. any prosthesis or small medical device.

Where possible, the carrier will allow persons with disabilities to retain any items outlined in II., III., or IV. at their seat.

b) Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.

c) Providing the aircraft can carry the aid, the carrier will:

- I. disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
- II. return the aid promptly upon arrival.

d) Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually operated wheelchair to be used to reach:

- I. the boarding gate;
- II. the stairs of the aircraft; or
- III. the door of the aircraft (for aircraft accessible via a boarding system).

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

4. Acceptance of Service Animals

The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. The carrier will permit the service animal to accompany the person with a disability on-board and to remain on the floor at the passenger's seat or, where there is insufficient floor space at the passenger's seat, to remain on the floor in an area where the person can still exercise control over the animal. The carrier will avoid separating persons with disabilities from their service animal. Notice must be provided to the carrier at time of the reservation if a service animal will be accompanying the passenger in order to accommodate the service animal.

5. Accessible Seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult the person to determine which seat is the most accessible to meet specific disability-related needs.

6. Services to be Provided

At time of reservation:

When a person identifies himself/herself as a person with a disability, the carrier will:

- a) describe the type of equipment and services available to accommodate persons with disabilities;
- b) discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities, and the availability of boarding equipment for the available services to accommodate that person's disability-related needs;
- c) note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight; and
- d) if the person with the disability states that a support person is required while they travel, the carrier will allow that support person to travel at no additional cost to occupy a seat on the aircraft. Notice must be provided to the carrier at time of the reservation if a support person will be accompanying the passenger in order to accommodate the support person.

At the time of travel:

- a) Where a request for a service is made in advance of travel, the assistance provided by the carrier will include:
 - I. assistance at check-in;
 - II. assistance to reach the boarding area;
 - III. assistance to board and deplane;
 - IV. assistance with baggage;

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

- V. assistance to transfer to/from a mobility aid;
 - VI. assistance to transfer to/from a passenger seat;
 - VII. inquiring, from time to time after check-in, about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
 - VIII. limited assistance with beverages and snacks – such as opening packages and identifying items;
 - IX. assistance to proceed to the general public area or to a representative of another carrier;
 - X. any additional service to accommodate a person's disability-related needs.
- b) If the request for these services is not made in advance of travel, the carrier will make every effort to provide the service.

When boarding and deplaning:

The carrier will board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

- a) restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
 - b) the person agrees to be hand-carried; and
 - c) this can be done safely.
7. Liability of Carrier Respecting Mobility Aids

Where a carrier has transported a person's mobility aid, and the aid is damaged during flight or is unavailable at destination, the carrier will:

- a) provide the person with a suitable replacement aid;
- b) if the carrier cannot promptly provide a suitable replacement aid, assist the person in finding a suitable temporary replacement; and
- c) if a suitable replacement aid is not available within a reasonable amount of time, make every effort to find, with the person, an equitable resolution to the situation.

Rule 8. Acceptance of Baggage or Goods

1. All baggage or goods presented for transportation is/are subject to inspection by the carrier.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

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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 any applicable Canadian laws, regulations, or orders.
3. 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:
 - a) 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.
 - b) Explosives, munitions, corrosives, and articles which easily ignite.
 - c) (*) 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.
4. If travelling with musical instruments, there may be weight, size, and quantity restrictions. Notice must be provided to the carrier at time of the reservation if the passenger has a musical instrument in order to accommodate the musical instrument. Passengers can contact the reservations office via phone or email or visit the carrier's website for more detailed information on baggage allowances.
 - a) Cabin storage options:

At the aircraft, all bags including musical instruments, will be stowed in the cargo area of the aircraft. For safety purposes, only very small items that will fit under the seat may be carried with the passenger into the cabin. Upon arrival at the destination, the passenger's bags will be unloaded by the crew and handed to the passenger on the dock at the aircraft.
 - b) Options in the event of aircraft downgrading:

In the event the aircraft is downgraded to a smaller aircraft, the carrier will take all reasonable efforts to accommodate the passenger's instrument, however, there may be restrictions due to the size of aircraft. If the instrument does not travel with the passenger, it will be placed on the next available flight that can accommodate its size.
 - c) Fees for transporting musical instruments:

Your musical instrument will count towards the passenger's luggage weight allowance. If the passenger's luggage is more than the guaranteed allowance, all additional luggage (including musical instrument) weight will incur additional fees of \$1.44 per pound on the carrier's local scheduled service, \$2.20 per pound on the carrier's 400/401 scheduled service. Anything above the guaranteed luggage allowance travels on a space available basis. Excess volume charges may be levied in certain circumstances.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

Rule 9. Refunds

1. Application for a refund shall be made to the carrier or its duly authorized Agent.
2. If a portion of the agreed transportation has been completed, the 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.

Involuntary Refund:

- a) If no portion of the ticket has been used, the refund will be the full amount of the fare and charges paid, in case of a:
 - I. delay or cancellation – outside the carrier’s control, within the carrier’s control and within the carrier’s control but required for safety purposes; or,
 - II. denial of boarding – within the carrier’s control and within the carrier’s control but required for safety purposes.
- b) If a portion of the ticket has been used, the carrier will refund the unused portion of the ticket, prorated based on mileage in the case of a:
 - I. delay or cancellation – outside the carrier’s control, within the carrier’s control and within the carrier’s control but required for safety purposes; or,
 - II. denial of boarding – within the carrier’s control and within the carrier’s control but required for safety purposes.

Voluntary Refund:

- a) If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge based on the fare purchased by the passenger.
- b) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge based on the fare purchased by the passenger.

Rule 10. Limitation of Liability – Passengers

1. The liability of the carrier in respect of the death of, or injury to a passenger is limited to the sum of \$595,000.
2. In no cases shall the carrier’s liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

3. The carrier is not liable:
 - a) In the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - b) In case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

Rule 11. Limitation of Liability – Baggage

1. The liability of the carrier in respect of loss, 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 \$2350 per passenger.
(*) Not applicable to mobility aids - see Rule 7. 7.
2. In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.
3. For damaged baggage claims, passengers must complain in writing to the carrier with 7 days of the date they received the baggage.
4. For delayed baggage claims, a passenger must complain in writing to the carrier within 21 days after receiving the baggage. Baggage that has been delayed for 21 days is considered lost. In this case, the passenger should submit a claim to the carrier as soon as possible.
5. There is a 2-year time limit for any court action to claim damages.
6. The carrier does not assume liability for normal wear and tear to baggage or lost items, which includes damage to or loss of protruding items and baggage parts such as straps, pockets, pull handles, hanger hooks, wheels and feet, or other items attached to the baggage, as well as damage to oversized or overpacked bags.
7. In the event a passenger's luggage is damaged or lost, all excess luggage fees, if paid, will be reimbursed.

Rule 12. Liability of Carrier – Goods

The liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect, or default of the carrier or not, is limited to the sum of \$250 per shipment.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

Rule 13. Substitution of Aircraft (*)

1. 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 (2) and (3).
2. 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.
3. 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

Payments for a contracted 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.

Rule 15. Cancellation Charges

1. On scheduled flights, when the cancellation is made more than 5 days prior to the planned departure, cancellation charges of 50% of the original fare shall be levied.

When the cancellation is made less than 5 days prior to departure of the flight booked, the total air transportation contract price will be retained by the carrier.

2. On chartered flights, when the cancellation is made more than 5 days prior to the planned departure, a refund will be issued for the contracted flight minus a \$200 cancellation fee.

When the cancellation is made less than 5 days prior to departure of the flight booked, the total air transportation contract price will be retained by the carrier.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

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 is not liable to any passenger when he/she misses his/her flight. In these instances, no other flight alternative is offered by the carrier to the passenger.

Rule 18. Denied Boarding Compensation

The carrier does not engage in the practice of overbooking flights. However, any passenger who is denied boarding due to overbooking, it is within the carrier's control and is not required for safety, are entitled to compensation. A passenger's compensation would be based on length of delay at arrival at their destination.

<u>Length of delay</u>	<u>Amount (CAD)</u>
0-6 hours	\$900
6-9 hours	\$1800
9+ hours	\$2400

The carrier will provide the compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the time of the denial of boarding.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023

Table "A"
Rates and Charges - Point to Point Rates

Table "B"
Rates and Charges - Per Mile, Per Hour and Minimum Charge

TABLE "B1"
Landing Charges

TABLE "B2"
Layover Charges

Note: contact Reservations for pricing information

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ISSUE DATE

January 2, 2023

EFFECTIVE DATE

January 3, 2023