

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 4.

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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:

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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

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RULE 1. DEFINITIONS

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

"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.

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

"Carrier" means AIRSPRINT INC.

"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).

"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.

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

"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.

"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.

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

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RULE 2. APPLICATION OF TARIFF

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by AIRSPRINT INC.
- (2) 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 AIRSPRINT INC., is executed by the charterer and the carrier.
- (3) 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.
- (4) 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 this 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 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

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, 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.

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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 \$1.0229.
- (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.

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- (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.
- (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.

RULE 6. CONDITIONS OF CARRIAGE

(A) Acceptance of Children

- (1) 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.
- (2) 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.
- (3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

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(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 under the carrier's charter agreement arising from:

- (1) 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;
- (2) "**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.

(C) Medical Clearance

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).

(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 or possession 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 –

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Carriage of Persons with Disabilities – See Rule 7 (B) 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

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.

RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES

(A) 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.

(B) 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.

(C) Acceptance of Mobility Aids

- (1) The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:
- (a) a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
 - (b) a walker, a cane, crutches or braces;
 - (c) a device to facilitate communication; and/or
 - (d) any prosthesis or small medical device.

Where possible, the carrier will allow persons with disabilities to retain any items outlined in b), c), or d) at their seat.

- (2) 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.
- (3) Providing the aircraft can carry the aid, the carrier will:
- (a) disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
 - (b) return the aid promptly upon arrival.
- (4) Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:
- (a) the boarding gate;
 - (b) the stairs of the aircraft; or
 - (c) the door of the aircraft (for aircraft accessible via a boarding system).

(D) Acceptance of Service Animals

The carrier will accept for transportation, 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.

(E) 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.

(F) Services to be ProvidedAt time of reservation

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

- (1) describe the type of equipment and services available to accommodate persons with disabilities;
- (2) 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; and
- (3) 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.

At the time of travel

- (1) Where a request for a service is made in advance of travel, the assistance provided by the carrier will include:
 - (a) assistance at check-in;
 - (b) assistance to reach the boarding area;
 - (c) assistance to board and deplane;
 - (d) assistance with baggage;
 - (e) assistance to transfer to/from a mobility aid;
 - (f) assistance to transfer to/from a passenger seat;
 - (g) 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;
 - (h) limited assistance with beverages and snacks – such as opening packages and identifying items;
 - (i) assistance to proceed to the general public area or to a representative of another carrier;

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- (j) any additional service to accommodate a person's disability-related needs.
- (2) 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:

- (1) restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
 - (2) the person agrees to be hand-carried; and
 - (3) this can be done safely.
- (G) 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:

- (1) provide the person with a suitable replacement aid;
- (2) if the carrier cannot promptly provide a suitable replacement aid, assist the person in finding a suitable temporary replacement; and
- (3) 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.
- (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:

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- (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.

RULE 9. REFUNDS

- (1) Application for refund shall be made to the carrier or its duly authorized Agent.
- (2) 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.

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 \$300,000.00.
- (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.
- (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

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- (b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

RULE 11. LIMITATION OF LIABILITY – BAGGAGE

- (1) (*) Subject to subsection (2), 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 \$500.00 per passenger.
(*) Not applicable to mobility aids - see Rule 7 (G).
- (2) The liability of the carrier is limited to the declared value of baggage except when the passenger:
- (a) has declared the value of the baggage to be an amount exceeding \$500.00 per passenger for any one or more passengers; and
- (b) has paid an additional charge of \$10.00 per \$100.00 or fraction thereof for the excess amount.
- (3) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.
- (4) 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.

RULE 12. LIABILITY OF CARRIER – GOODS

- (1) Subject to subsection (2) 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 \$5.00 per pound.

- (2) Liability of the carrier is limited to the declared value of goods except when the passenger:
 - (a) has declared a value of the goods in an amount exceeding \$5.00, and
 - (b) has paid an additional charge of \$1.00 per \$5.00 or fraction thereof for the excess amount.

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

- (1) 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.
- (2) Charterers are invoiced for the cost of the flight as indicated in this document. For late payments exceeding 30 days from the date of the invoice there is an interest charge of 18% per annum.

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RULE 15. CANCELLATION CHARGES

- (1) When the cancellation is made more than 36 hours prior to the planned departure, no cancellation charges shall be levied.
- (2) When the cancellation is made less than 36 hours prior to the planned departure of the first flight, 100 % of the total air transportation contract price will be retained by the carrier.

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 overbook flights, therefore, no denied boarding compensation is offered to the passenger.

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TABLE "A"
RATES AND CHARGES
POINT TO POINT RATES
(In Canadian Dollars)

N/A

TABLE "B"
RATES AND CHARGES PER MILE AND PER HOUR
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>LV.RATE PER MILE</u>	<u>FRY.RATE PER MILE</u>	<u>MIN. CHARGE PER FLIGHT</u>
C56XL	N/A	N/A	N/A
PC12	N/A	N/A	N/A

<u>AIRCRAFT TYPE</u>	<u>LV.RATE PER HOUR</u>	<u>FRY.RATE PER HOUR</u>	<u>MIN. CHARGE PER FIGHT</u>
C56XL	\$8,000.00	N/A	N/A
PC12	\$4,000.00	N/A	N/A

Above rates to be computed in accordance with Rule 4 herein.

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TABLE "B1"
LANDING CHARGES
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>CHARGE PER LANDING</u>
C56XL	\$ 300.00
PC12	\$ 200.00

Above rates to be computed in accordance with Rule 5 herein.

TABLE "B2"
LAYOVER CHARGES
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>FREE WAITING TIME IN HRS.</u>	<u>RATE PER HR.</u>	<u>MAXIMUM CHARGE PER DAY OR PART</u>
C56XL	Flight Time	\$ 350.00	\$ 3,500.00 *
PC12	Flight Time	\$ 100	\$ 1,000.00 *

* Flight Time utilized during the Calendar Day is deducted from the accrued Waiting Time ** during the same Calendar Day to calculate the Layover Charges.

** Provided the aircraft is away from its habitual base of operation, Waiting Time shall accrue for each hour the aircraft is not being used during the Peak Hours as defined as (0800 – 1800 Local during each Calendar Day).

Above rates to be computed in accordance with Rule 5 herein.

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INTERNATIONAL 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 ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

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**EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS AND SYMBOLS**

CTA(A)Canadian Transportation Agency

IATAInternational 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

CADCanadian

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

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RULE 1. DEFINITIONS

"ABC/ITC" means a passenger charter flight on which both advance booking passengers and inclusive tour participants are carried.

"Accommodation" means sleeping facilities provided on a commercial basis to the general public.

"Advance Booking Charter" or "ABC" means a round-trip international charter originating in Canada operated by one or two licensed air carriers under a contract with a charterer or contracts with charterers, where

- (a) one charterer, all the charterers or a combination of charterers and foreign origin charterers contract for the entire passenger seating capacity of the aircraft for hire to the public;
- (b) if the passenger seating capacity of the aircraft is at least 20 passenger seats, each charterer and each foreign origin charter contracting for passenger seats contracts for at least 20 passenger seats for hire to the public; and
- (c) if the passenger seating capacity of the aircraft is less than 20 passenger seats, one charterer charters the entire passenger seating capacity of the aircraft for hire to the public.

"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. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

"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 goods except mail other than in plane load 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 AirSprint Inc.

"Charter Flight" means the movement of an aircraft transporting the 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).

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

"Charterer" means a person, association, partnership, company, corporation or other legal entity which makes with the carrier a charter contract to which this tariff applies.

"Common Purpose Charter" or "CPC" means a return passenger charter originating in Canada where one or more charterers contract for the entire passenger seating capacity of an aircraft in order to provide air transportation at a price per seat:

- (a) to and from a CPC event, or
- (b) in connection with a CPC educational program.

"Complete Capacity" means the whole of the traffic payload carrying capacity of an aircraft.

"CPC Educational Program" means a program for educational purposes organized for the exclusive benefit of full-time elementary or secondary school students, or both.

"CPC Event" means a presentation, performance, exhibition, competition, gathering or activity that

- (a) is of apparent and considerable significance unrelated to the general interest inherent in travel, and
- (b) is not being created or organized for the primary purpose of generating charter air traffic.

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

"Entity Charter" means a charter in which

- (a) the cost of transportation of passengers or goods is paid by one person, company or organization without any contribution, direct or indirect, from any other person, and
- (b) no charge or other financial obligation is imposed on any passenger as a condition of carriage or otherwise in connection with the trip.

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"Ferry Flight" means the movement of an aircraft without the 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 the carrier.

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

"Inclusive Tour" or "Tour" means a round or circle trip performed in whole or in part by air for an inclusive tour price for the period the participants are away from the starting point of the journey.

"Inclusive Tour Charter" or "ITC" means a charter under which an air carrier contracts with one or more tour operators to charter the entire passenger seating capacity of an aircraft, for resale by the tour operator or operators at an inclusive tour price per seat.

"Inclusive Tour Price" includes, for a participant in an inclusive tour, charges made for

- (a) transportation,
- (b) accommodation, and
- (c) where applicable, tour features.

"Montreal Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Montreal, May 28, 1999.

"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 the carrier pursuant to a charter contract.

"Price per Seat" means the amount, expressed in Canadian dollars, by the payment of which round-trip air transportation may be purchased from a charterer or his agent for a passenger on an ABC or a CPC.

"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.

"SDR" means Special Drawing Rights issued by the International Monetary Fund.

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"Tour Features" means all goods, services, facilities and benefits, other than accommodation and transportation, that are included in an ITC program at the inclusive tour price or made available to tour participants as optional extras at an additional charge.

"Tour Operator" means a charterer with whom an air carrier has contracted to charter an aircraft in whole or in part for the purpose of operating an inclusive tour.

"Transportation", in respect of an inclusive tour, means the transport of the tour participants and their personal baggage by air or other modes between

- (a) all points in the tour itinerary, and
- (b) airports or surface terminals and the location where accommodation is provided in the tour itinerary other than the point of origin.

"Warsaw Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw, October 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 or goods in charter service on aircraft operated by the carrier.
- (b) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the carrier, is executed by the charterer and the carrier.
- (c) Charter transportation originating in Canada 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 the carrier and the 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).

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- (e) Notwithstanding Rule 2(c), when the charterer and the 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 or air transportation tax imposed by any government authority is not included in the charter rates and charges published herein.

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 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.

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RULE 5. COMPUTATION OF CHARGES

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

- (a) (Applicable to Entity Charters only)
 - (i) 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 shown in the Table of Charges, or, where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable charter rate per hour shown in the Table of Charges, provided that the charge per charter flight shall not be lower than the minimum charge per charter flight shown in the Table of Charges; plus
 - (ii) 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 the Table of Charges, or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour shown in the Table of Charges, provided that the charge per ferry flight shall not be lower than the minimum charge per ferry flight shown in the Table of Charges.
- (b) (Not applicable to Entity Charters)
 - (i) An amount obtained by multiplying the distance of the charter flight(s), determined in accordance with Rule 4 herein, times the applicable charter rate per seat mile shown in the Table of Charges, the result of which is multiplied by the total passenger seating capacity of the chartered aircraft; plus
 - (ii) 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 seat mile shown in the Table of Charges, the result of which is multiplied by the total passenger seating capacity of the chartered aircraft.
- (c) Fuel surcharges as set forth in Table C calculated by the same formula as charter and ferry charges according to Rule 5(a) and (b) above.

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- (d) Layover charges, if any, as set forth in the Table of Charges will be assessed by the carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of the free waiting time.
- (e) (Applicable to Entity Charters only)
- 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 shown in the Table of Charges.
- (f) Valuation charges, if any, in accordance with Rule 10.
- (g) All charges or expenses incurred by the 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 4hours.
- (h) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.
- (i) The actual cost of any special or accessorial services performed or provided at the request of the charterer.
- (j) Any cost or expense for Customs and Immigration services incurred by the carrier in the performance of the charter contract.

RULE 6. CONDITIONS OF CARRIAGE

- (a) Space and weight limitations

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

- (b) Medical clearance

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).

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(c) Transportation of a person with a disability

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.

(d) Refusal to transport

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 from, to, or over.

(e) 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 fulfilment of the charter agreement, and;
- (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, licence, right or other permission necessary to the performance of the carrier's charter agreement 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.

(f) Capacity limitations

The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized.

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Any space not utilized by the charterer may, with the written concurrence of the charterer, 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.

(g) 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.

(h) 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.

RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS

- (a) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (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 the laws, regulations, or orders of countries or possessions to be flown from, into, or over.

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- (c) 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, 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 will be carried only in the cargo compartments of the airplane.
* Not applicable to service animals.
 - (iv) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

RULE 8. 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 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.

RULE 9. LIMITATION OF LIABILITY - PASSENGERS

For travel governed by the Montreal Convention

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.

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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. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

For travel governed by either the Montreal Convention or the Warsaw Convention

Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

RULE 10. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS AND EXCESS VALUATION CHARGES**For travel governed by the Montreal Convention**

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.

For travel 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 250 francs per kilogram, 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.

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Regarding objects of which the passenger takes charge himself/herself the liability of the carrier is limited to 5,000 francs per passenger.

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.

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.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the *Carriage by Air Act*, R.S., c. C-26. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5,000 francs convert to approximately CAD \$660.00. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

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For travel governed by either the Montreal Convention or the Warsaw Convention

If the passenger or charterer does elect to declare a higher value an additional charge shall be payable 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 0.10 cents for each CAD \$100.00 or fraction thereof.

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.

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.

RULE 11. LIMITATION OF LIABILITY – SERVICE ANIMALS

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, or, replacement of the animal.

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RULE 12. SUBSTITUTION OF AIRCRAFT

- (a) When, due to causes beyond the control of the carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of the 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 the charterer 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 chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.

RULE 13. PAYMENT REQUIREMENTS

- (a) Payments for a charter 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) The charterer shall be invoiced for the cost of the flight as indicated in this document. For late payments exceeding 30 days from the date of the invoice there is an interest charge of 18% per annum.

RULE 14. CANCELLATION CHARGES *(Not applicable to transportation between Canada and the United States)*

Charter flight cancelled within 36 hours of the proposed departure time shall be subject to a cancellation payment. Payments for a cancelled flight shall accord with rule 13 and shall not exceed 50% of the estimated cost to complete the proposed itinerary.

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RULE 15. 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 16. 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 17. DENIED BOARDING COMPENSATION

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

RULE 18. GROUND TRANSPORTATION

The tolls published in this tariff do not include ground transportation. The 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 the carrier. The 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 the carrier in making arrangements for such ground transportation. The costs of ground transportation shall be payable by the charterer.

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Table A

RATES AND CHARGES FOR ENTITY CHARTERS
(in Canadian Currency)

Aircraft Type	Rate per Statute Mile		Rate per Hour	
	Charter	Ferry	Charter	Ferry
C56XL	N/A	N/A	\$8,000.00	N/A
PC12	N/A	N/A	\$4,000.00	N/A

Table B

RATES AND CHARGES FOR
OTHER TYPES OF CHARTER

N/A

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Table C**FUEL SURCHARGES**
(in Canadian Currency)

Aircraft Type	Rate per Hour (Entity Only)	Rate per Hour (Except Entity)
C56XL	\$300.00	N/A
PC12	\$100.00	N/A

Table D**LAYOVER CHARGES**
(in Canadian Currency)

Aircraft Type	Free Waiting Time	Rate per Hour	Maximum Charge per Day or Fraction Thereof
C56XL	= Flight Time	\$350.00	\$3,500.00
PC12	= Flight Time	\$100.00	\$1,000.00

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