

**Air North, Yukon's Airline**

# **Non-Scheduled International Tariff**

Rules, rates and charges applicable to the charter of aircraft for the transportation of passengers and baggage or goods between points in Canada on the one hand and points outside of Canada on the other hand



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# Check Sheet

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**Note:** Rules changed in this version of the Non-Scheduled International Tariff are highlighted in blue.

## Tariff Rules

### Explanation of Abbreviations, Reference Marks and Symbols

<b>\$</b>	Canadian Dollar(s)
<b>(C)</b>	Denotes Change which results in neither increases or decreases
<b>(I)</b>	Denotes Increase
<b>(N)</b>	Denotes Addition
<b>(R)</b>	Denotes Reduction
<b>(X)</b>	Denotes Cancellation
<b>APPR</b>	Air Passenger Protection Regulations (SOR/2019-150)
<b>ATPDR</b>	Accessible Transportation for Persons with Disabilities Regulations
<b>CAD</b>	Canadian Dollar(s)
<b>CTA</b>	Canadian Transportation Agency
<b>EU</b>	European Union
<b>IATA</b>	International Air Transport Association
<b>ICAO</b>	International Civil Aviation Organization
<b>N/A</b>	Not Applicable
<b>No</b>	Number
<b>USD</b>	United States Dollar(s)
<b>U.S. DoT</b>	United States Department of Transportation

## Rule 1: Definitions

“**Agency**” means the Canadian Transportation Agency.

“**Air Passenger Protection Regulations**” means the legislation set out in SOR/2019-150.

“**Air Transportation Contract**” means with respect to domestic transportation, a contract entered into between the Passenger and the Carrier for the provision of a Flight to the Passenger and/or goods in the form of a Reservation and confirming itinerary issued by the Carrier.

“**Alternate Transportation**” means another Flight (or Flights) on the services of the same carrier or a Flight (or Flights) on the services of another carrier; or a substitute form of travel, including travel via rail, bus or boat.

“**ATPDR**” means the Accessible Transportation for Persons with Disabilities Regulations.

“**Attendant**” means a person who travels with a passenger with a disability, is 18 years of age or over, is an able-bodied person and does not personally require any assistance from the Carrier or others, and is fully capable of providing for the needs of the passenger with a disability that is not provided by the Carrier.

“**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 and is appropriately packed in a container acceptable to the Carrier. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“**Baggage Identification Tag**” means a document issued by the Carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger’s checked baggage and the remaining part is attached by the Carrier onto a particular piece of the passenger’s checked baggage.

“**Bank of seats**” means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

“**Bankers’ rate of exchange**” or “**Bankers’ selling rate of exchange**” means:

- In Canada, the unit rate published in the Globe and Mail Friday edition each week, as the foreign exchange mid-market rate in Canadian funds. When a national holiday falls on Friday, the rates quoted on the previous business day will be used. These rates will be applicable from Monday of the following week up to and including the following Sunday.
- In the United States, the rate published each Tuesday in the Wall Street Journal under the heading Foreign Exchange. This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on a Monday, foreign exchange rates do not appear in the Tuesday edition of the Wall Street Journal.

In such exceptional cases, the previous week's rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the Wall Street Journal will be used for the period Thursday through Tuesday of the following week.

- In other countries, the rate at which a bank will purchase a given amount of foreign currency in exchange for one unit or units of the national currency of the country in which the exchange transaction takes place for the purpose of the transfer of funds through banking channels i.e., other than transactions in bank notes, travellers checks, and similar banking instruments.

**"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 Area"** means the point where the passenger's flight coupons are lifted and kept by the carrier or the point where the Carrier examines the passenger's boarding pass prior to the passenger being permitted on the aircraft.

**"Boarding Pass"** includes either a paper document or an electronic document issued by the Carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

**"Boarding Cut-Off Time"** 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: Air North Charter & Training Ltd., doing business as Air North, Yukon's Airline.

**"Charter Agreement"** refers to the terms and conditions, including all rates and pricing, as agreed upon by Charterer and Carrier for the provision of air passenger and/or air passenger and cargo transportation services.

**"Charter Fee"** is any pricing for Charter as set out in the Charter Agreement and agreed upon by the Carrier and the Charterer.

**"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).

**"Charterer"** means a person, firm, corporation, association, partnership, company or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier 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.

**"Complete Capacity"** means the whole of the traffic payload carrying capacity of an aircraft having regard to the charter flight to be performed.

**"Checked Baggage"** means Baggage of which the Carrier takes custody and for which the Carrier issues a Baggage Identification Tag.

**"Check-in Cut-Off Time"** is the time limit specified by the Carrier by which the passenger must have completed check-in formalities and received a Boarding Pass.

**"Code-share"** refers to a marketing arrangement in which two or more carriers i.e. marketing carrier(s) sell seats using their own airline code on a flight that one of them operates (i.e. the Operating Carrier).

**"Controllable"** means a delay, cancellation or diversion which is considered to be within the control of the Carrier.

**"Controllable but required for safety purposes"** means a delay, cancellation or diversion which is considered to be within the control of the Carrier but 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.

**"Convention"** means the Convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, 12 October, 1929, or that convention as amended by the Hague protocol, 1955, or the Montreal Convention signed in Montreal on 28 May, 1999, whichever may be applicable to carriage hereunder.

**"Conjunction Ticket"** means a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

**"Curbside zone"** means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

**"Destination"** is a deliberate break of a journey initiated by the passenger or Charterer and agreed to in advance by the carrier at a point after the place of departure but before the ultimate destination has been reached. The deliberate break must be for a purpose other than changing aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

**"Destination, ultimate"** see ultimate destination.

**“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.

**“Domestic Transportation”** means air transportation between points in Canada, from and to the same point in Canada or between Canada and a point outside Canada that is not in the territory of another country.

**“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.

**“Fare”** means the rate charged to a passenger in respect of a Flight.

**“Fare Type”** refers to one of the tiered Fares that set forth the applicable goods and services purchased by the Passenger.

**“Fee”, “Charge” or “Surcharge”** means the rate charged to a Passenger, distinct from the Fare, and in respect to either transportation services or services ancillary to transportation services. Fees, Charges and Surcharges may be collected by the Carrier on its’ own behalf or pursuant to an obligation imposed by a third party.

**“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.

**“Flight”** means the movement of an aircraft with passengers and/or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination.

**“Flight Coupon”** means that portion of the ticket which is either held electronically in the Carrier’s database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

**“Force Majeure”** means any unforeseeable circumstances beyond the Carrier’s control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

**“Goods”** means anything that can be transported by air including animals but does not include mail other than in plane load lots.

**“Government-issued identification”** means valid (non-expired) instances of the following:

- One piece of photo identification issued by a Canadian federal, provincial or territorial government with the traveller’s full name and date of birth, or
- Two pieces of identification issued by a Canadian federal, provincial or territorial government with the traveller’s name where at least one includes full name and date of birth.

For residents of other countries, or those who don't have Canadian identification, any of the travel documents used to enter Canada such as:

- A passport
- NEXUS card
- United States Permanent Resident card
- Enhanced Driver’s License
- any document referred to in subsection 50(1) or 52(1) of the Immigration and Refugee Protection Regulations

Up-to-date requirements may be found under 'Documents Needed for Air Travel' on the Public Safety Canada website.

Only original, government-provided documentation are accepted. Scans, printouts, temporary prints or other facsimiles may not be accepted.

**“Group”** means 10 or more passenger travelling together on the same Flight from a common point of Origin to a common Destination.

**“Guardian”** means an adult over the age of 18 who is travelling with another passenger under the age of 18 for whose care and safety they are responsible.

**“Immediate Family”** means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are also included in immediate family.

**“Infant”** means a passenger under the age of 2 years.

**“Interline”** refers to travel on more than one carrier issued on a single ticket.

**“Interline Agreement”** refers to an agreement between two or more carriers to co-ordinate the transportation of passengers and their Baggage from the Flight of one air carrier to the Flight of another air carrier (through to the next point of stopover).

**“Interline Itinerary”** means all Flights reflected on a single Ticket involving multiple air carriers. Only travel on a single Ticket is subject to the CTA’s approach provided the Origin or the ultimate Ticketed Destination is a point in Canada.

**“International transportation”** means air transportation between

Canada and a point in the territory of another country.

**"Involuntary Refunds"** means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required in accordance with this tariff.

**"Itinerary/Receipt"** means a travel document or documents the Carrier or its agent issues to the passenger travelling on a ticket. The itinerary/receipt contains the passenger's name, flight information and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

**"Manifest"** means a list of passenger details including at a minimum, first and last names, gender and date of birth.

**"Minor"** means a passenger under the age of 18 years on the date that travel commences.

**"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.

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

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

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

**"Operating Carrier"** means the carrier that operates the actual flight.

**"Origin"** means the initial starting place of the journey as shown on the Ticket.

**"Overbooking/Oversold"** is the result of selling more seats than the available number of seats on a Flight.

**"Passenger"** or **"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 valid contract of carriage.

**"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.

**"Personal information"** means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

**"Priority baggage"** means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed. Aids required for the mobility or well-being of persons with

disabilities shall be treated as priority baggage.

**"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 a given flight. The reservation would specify the date and times of travel, flight number and the Fare Type to be provided the passenger.

**"Reservations Call Centre"** means the call centre office used by the Carrier to handle telephone calls, emails or social media messages from the public.

**"Routing"** establishes the possible points via which travel may take place for a specific fare or Charter Agreement.

**"Schedule Irregularities"** means the following:

- Delays in the scheduled departure or arrival of the Carrier's Flight;
- Cancellation of Flight, or omission of a scheduled stop, or;
- Schedule changes which require rerouting of a passenger at departure time of the passenger's original Flight.

**"Self-reliant"** means that a person does not require services related to a disability beyond that normally provided by the Carrier, or beyond that which applicable rules or regulations require the Carrier to provide.

**"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.

**"Service dog"** means a dog that has been individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability.

**"Severe allergy"** means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

**"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. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. For the purposes of APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

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

**“Special drawing rights”** or **“SDR”** refer to an international type of monetary reserve currency created by the International Monetary Fund (IMF) in 1969. It operates as a supplement to existing money reserves of member countries. Its value is adjusted every five years (or earlier if warranted) by the IMF.

**“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.

**“Stopover”** is a deliberate interruption of a journey initiated by the passenger and agreed to in advance by the Carrier at a point between the place of departure and the place of destination. The deliberate interruption must be for a purpose other than

changing aircraft.

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

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

**“Ticket”** means either a paper or electronic document issued by or on behalf of the Carrier which includes the passenger's flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. It also has detailed information to ensure proper processing and handling. In instances where a ticket exists as an electronic document, the Carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

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

**“Transfer point”** means any point at which the passenger transfers between aircraft.

**“Travel Credit”** means credits provided by the Carrier to the passenger resulting from non-refundable Ticket changes, cancellations, or for other service reasons. Travel Credits are non-refundable deposits that can be used for a future Flight.

**“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.

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

**“Uncontrollable”**, when used in reference to an irregular operation, are those delays and cancellations that are considered to be outside of the control of the Carrier. These include but are not limited to: weather, airport facilities, security, medical diversions or unruly passengers and those specified in the APPR Section 10.

**“United States of America”** or the **“United States”** or the **“U.S.A.”** means the area comprising the 48 contiguous Federated States, The Federal District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway and Wake Islands.

**“Voluntary Refunds”** means a refund of an unused or partially used Ticket for reasons other than those mentioned under the definition of an involuntary refund.

**“Voucher”** means a monetary credit provided either in paper or electronic format to a passenger that may be used toward future travel services or the provision of incidental services such as

meals, ground transportation, and hotel accommodation.

**"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 3: 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 as follows:

- A. Great Circle Mapper (gcmapp.com);
- B. Flight plan distance derived from actual plan distance converted to statute miles;
- C. And/or combination thereof.

Minimum mileage, or other mileage charges, may apply as specified in the Charter Agreement.

### Rule 4: Computation of Charges

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

- A. An amount determined by multiplying the distance of the charter flight(s) determined in accordance with Rule 3 herein, times the applicable charter rate per mile shown in 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.
- B. An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 3 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.
- C. Fuel consumed in the performance of a charter shall be charged to the charterer in the amount by which the cost per litre to the carrier in Canadian currency, Fuel surcharges as required calculated by the same formula as charter and ferry charges according to Rule 4(a) and (b).
- 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. 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, will be stated in the Charter Agreement.
- 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 4 hours.
- H. The cost of all passenger and/or goods handling charges incurred by the carrier.
- I. The cost of any special or accessorial services performed or provided at the request of the charterer.
- J. Administrative charges may be applied to third-party services by the carrier.

- 6. The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice.
- 7. International transportation will be subject to the rules relating to liability established by, and to all other provisions of the Convention. The Carrier may stipulate that the limits of liability contained in this tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, tariff rules which are inconsistent with any provision of the Convention will, to that extent, be inapplicable to international transportation.

## (B) Gratuitous Carriage

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Except for the provisions of the Convention, the Carrier reserves the right to exclude the application of all or any part of this tariff with respect to gratuitous carriage as stated in this tariff.

## (C) Air Passenger Protection Regulations ("APPR")

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Per SOR/2019-150(4), the Air Passenger Protection Regulations do not apply to entity charters.

## (D) Accessible Transportation for Persons with Disabilities Regulations ("ATPDR")

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- 1. The obligations of the carrier under ATPDR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favourable to the passenger than the obligations set out in the ATPDR.
- 2. For the purposes of ATPDR, Air North is considered a small carrier.

## (E) Passenger Recourse

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Any compensation offered to passengers is found in this tariff or is subject to applicable government regulations.

In the case of dispute with the air carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier. If the passenger has attempted to resolve a complaint with the Carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency as the exclusive jurisdiction for the settlement of complaints

## I Rule 5: Application of Tariff

### (A) General

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- 1. This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the carrier.
- 2. 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.
- 3. 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.
- 4. 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).
- 5. With the exception of Officers and Directors of the Carrier, no agent, employee or representative of the Carrier has the authority to alter, modify or waive any provisions of this tariff.

excepting those cases involving injury or death.

## **(F) Carrier Requirements and Recourse**

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Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport and to remove from an aircraft at any time, any person or good if such refusal or removal is, in the Carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, passengers, the Carrier's employees or agents, the flight crew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over.

The Carrier may, in its reasonable discretion, impose sanctions described in the Tariff, including the imposition of conditions in respect to future travel or the imposition of a temporary, indefinite, or permanent travel ban on a Passenger.

## **(G) Unscheduled Diversions**

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On occasion, because of foreseeable or unforeseen circumstances (including, but not limited to weather, equipment, emergencies or airport issues), flights may not land at the airport of intended destination and may divert to a suitable alternate airport. Should this occur in a jurisdiction other than Canada, passengers are advised that they may be subject to the laws and regulations of that jurisdiction and that the Carrier neither assumes or accepts liability or responsibility to civil or criminal passenger outcomes.

## **I Rule 6: Conditions of Carriage**

### **(A) Space and Weight Limitations**

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

### **(B) Medical Clearance**

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

### **(C) Refusal to Transport**

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See Rule 105 Refusal to Transport.

### **(D) Exemption from Liability**

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See Rule 120 Limitations of Liability.

## **I Rule 7: Personal Information**

### **(A) Use of personal information**

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The passenger recognizes that personal information must be provided for purposes of making a flight booking for carriage obtaining ancillary services, and to be contacted in relation to the flight booking, if necessary. The passenger also recognizes that this information must be made available to government agencies when needed. For these purposes, the passenger authorizes the Carrier to retain such data and to transmit it to third parties as needed, in whatever country they may be located, subject to the Carrier's privacy policy. The Carrier's privacy policy may be found on the Carrier's website.

## I Rule 11: 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.

## I Rule 12: Payment Requirements

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.

Complete terms of payment shall be detailed in the Charter Agreement.

## I Rule 13: Cancellation Charges

Cancellation charges shall be detailed in the Charter Agreement.

## I Rule 15: Taxes, Charges and Fees

Taxes, Charges and Fees shall be detailed in the Charter Agreement.

### (A) General

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1. Any tax or charge imposed by government or other authority, or by the operator of an airport not otherwise identified in the Charter Agreement, will be payable by the Charterer.
2. The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the Carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.

## I Rule 20: Methods of Payment

Methods of Payment shall be detailed in the Charter Agreement.

## I Rule 25: Currency of Payment

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.

## I Rule 41: General Airport Provisions

### (A) Seat Assignment

1. For specific provisions related to the assignment of seats on-board an aircraft for persons with disabilities, see Rule 71.
2. Seats will not be assigned unless at the request of the Charterer.
3. Some seats will be unavailable due to operational requirements and at the sole discretion of the Carrier.

### (B) Passenger's Responsibility

1. The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in the Charter contract. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements unless so directed by the Charterer.
2. The Charterer should provide the carrier with their preferred means of communication from among means offered by the carrier (for example, email address and/or telephone numbers) when the carrier solicits point of contact information from the Charterer in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary.

### (C) Failure to Occupy Seat

If the passenger does not occupy space which has been reserved by/for them and the carrier is not notified of the cancellation of such up to and until the scheduled departure of that particular flight, the carrier will advise the Charterer.

### (D) Check-In Time Limits

	Recommended check-in time*	Check-in/baggage-drop-off cut-off*	Boarding gate cut-off*
Departing Canada	120 minutes	45 minutes	15 minutes
Departing International Locations	180 minutes	60 minutes	15 minutes

\* Recommended check-in time: To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in.

\*\* Check-in and baggage drop-off deadline: The passenger must have checked in, obtained their boarding pass and checked all baggage at the baggage drop-off counter before the check-in deadline for their flight.

\*\*\* Boarding gate deadline: The passenger must be available for boarding at the boarding gate by the boarding gate deadline.

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline specified in the preceding chart, remove the passenger from the flight manifest and the carrier may not be able to transport the passenger's baggage.

## I Rule 55: Baggage Acceptance

### (A) Applicability

This rule applies to transportation of baggage or goods to the Destination of the Flight. All Checked Baggage must have a Baggage Identification Tag. All Unchecked Baggage should have a tag with the Passenger's name, address and telephone number.

A particular piece of Baggage, Checked or Unchecked, will not be considered to be the property of more than one person. Unchecked Baggage, including personal items, will be considered to be property of the Passenger who is in possession of the Baggage at the time of embarkation.

### (B) General Conditions of Acceptance of Checked and Unchecked Baggage

The Carrier reserves the right to refuse to board or transport any goods which, in the Carrier's sole discretion, are not appropriately packaged for Flight or which are otherwise unsuitable for Flight for any reason, including the weight, size or character of the good or to otherwise prohibit the use of such good on the aircraft.

The Carrier does not provide a means of insuring baggage in excess of the liability limit specified in Rule 120(D)4.c. Passengers tendering baggage with a value in excess of

this do so at their own risk. If the passenger accepts this liability, the Carrier recommends obtaining supplemental insurance.

The Carrier will usually accept for transportation as baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following:

**1. Baggage Allowance**

- a. Once the Carrier takes possession of the passenger's checked baggage, the Carrier will issue a Baggage Identification Tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.
  - Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the Carrier decides that it is impractical to carry the baggage on the same aircraft. In case of delay, the Carrier will take necessary steps to inform the Charterer about the status of the baggage and arrange to deliver the baggage to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
  - For lap-held Infants, the Carrier permits the carriage of Infant equipment (for example, an approved Infant restraint system, playpen, or stroller).
  - The carriage of all goods is subject to the space and weight limitations of the aircraft and the Carrier's per Passenger Unchecked and Checked Baggage policy under the provisions of the Carrier's Operations and Procedures Manual.

**Checked Baggage Allowances**

	Boeing 737	ATR 42
Dimensions per piece	Length + width + height to maximum of 203 cm	
Pieces permitted	Defined by the Charterer, based on available space	
Maximum weight	31.8 kg per piece	

Note: aircraft type is identified as part of the Charter Agreement.

- b. Unchecked baggage must be within the Carrier's size and weight limits to be taken onboard the aircraft. Items may not exceed the requirements in the following table:

**Carry-on Baggage Allowances**

	Boeing 737	ATR 42
Pieces permitted	Defined by the Charterer, based on available space	
Maximum combined weight	10 kg	
Maximum size	Carry-on bag 54 x 22 x 38 cm	38 x 22 x 28 cm
	Personal item 15 x 41 x 33 cm	
Maximum kennel size	See Rule 75(B)3	

Note: aircraft type is identified as part of the Charter Agreement.

- c. Unchecked baggage must fit and be stored under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.
- d. In the interest of Passenger safety within the cabin, the Carrier, in its sole discretion, may check any Unchecked (Unchecked) Baggage for any or no reason.
- e. Passengers should contact the Carrier or review its website for more information about which objects are not suitable for carriage as Checked Baggage and will only be accepted for transportation in the Passenger cabin of the aircraft upon prior agreement with the Carrier.

**2. Special Items**

Some restrictions may apply for the transport of Baggage e.g. oversized or overweight Baggage, such as, surfboards or animals, bicycles, etc. In these cases, the Carrier reserves the right to refuse acceptance of such items.

**(C) Collection and Delivery of Baggage**

1. Only the passenger who was given a Baggage Identification Tag when the Carrier took possession of the baggage is entitled to accept delivery of the baggage.
2. If the passenger claiming the checked baggage is unable to produce the passenger's portion of the Baggage Identification Tag and identify the baggage by means of its Baggage Identification Tag, the Carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
3. Acceptance of the baggage without complaint, within

the time limits stipulated, by the passenger in possession of the Baggage Identification Tag is evidence that the Carrier delivered the baggage in good condition and in accordance with this tariff.

## (D) Items Unacceptable as Baggage

The following items are unacceptable as baggage and will not be transported by the Carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
3. Items, which in the Carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
4. Live animals except as provided in Rule 75, Acceptance of Animals (Service Animals and Pets).
5. Firearms and ammunition other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations in Rule 55(F)2.
6. The passenger shall not include in the checked baggage fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.
7. Any other items deemed by the Carrier to be unacceptable from time to time.

The Carrier reserves the right to refuse to board or transport any goods, or to remove goods from the aircraft, if such refusal or removal is, in the Carrier's sole discretion, necessary or desirable for reasons of the health or safety of the Passengers, the Air Crew, or the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over, or if the goods are inadequately or improperly packed.

## (E) Right to Refuse Carriage of Baggage

1. The Carrier will refuse to carry as checked baggage any bag that the Carrier has discovered to contain any unacceptable item identified in Rule 55(D) and when the passenger fails to provide the Carrier with prior notice that they wish to carry such an item in their baggage.
2. The Carrier will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character.
3. The Carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

## (F) Right of Search

The Carrier may request the passenger to permit a search to be conducted of their person and baggage. If a passenger refuses to comply with a request for search, the Carrier may refuse to carry the passenger and/or the passenger's baggage. The Carrier may also search baggage at any time in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of or the baggage contains items identified in Rule 55(D).

If an item or bag has been found not to be acceptable for air travel under this rule and the flight has not departed, the passenger will be informed that the baggage will not be transported and the Carrier will be returning the item or bag back into the care of the passenger. As the baggage will not have been transported by air, no liability will attach to the Carrier as a consequence. If the passenger refuses to travel without having an item or bag accompany them that the Carrier has rejected, the passenger will not be boarded and the Charterer will be informed.

## Rule 60: Acceptance of Children for Travel

### (A) General

1. Infants and children under five years of age, accompanied in the same cabin by a passenger 16 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of Infants and children must be capable of discharging this duty.

#### Infants

1. Infants do not require a seat but must be listed on the Passenger Manifest provided by the Charterer. If the Infant does not occupy a seat, then the Infant must be held on the lap of an accompanying passenger who is 16 years of age or older.
2. Only one Infant may be held in the lap of an accompanying passenger capable of discharging this duty. Additional restrictions may apply depending upon the type of aircraft.
3. No single passenger shall be responsible for more than one Infant whether the Infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the Infant is secured in an approved child restraint system (car seat).
4. An Infant who will reach their second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
5. Infants occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

#### Children

1. Children, two years of age or older, must be listed on the Passenger Manifest provided by the Charterer.
2. Children, 12 years of age or older, will be able to travel unaccompanied without supervision.

### (B) Acceptance of Infants and Children

Age	Accepted	Conditions
Under 2 years (Infant)	Yes	<p>Only one Infant is permitted per accompanying passenger. The Infant may travel when the Infant is held on an accompanying passenger's lap.</p> <p>The accompanying passenger must be 16 years of age or older and capable of discharging the duty.</p>
2–11 years (Child)	Yes	<p>These passengers are considered to be a Child for the purpose of air travel.</p> <p>These passengers must be either accompanied by a passenger of 16 years of age or older or use the Carrier's unaccompanied minor services. (See Rule 65, Unaccompanied Minors)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
12 years and older	Yes	<p>Passengers in this age group are eligible to travel unaccompanied and unsupervised.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised.</p>

### (C) Documentation

1. Passengers under 18 years of age are required to carry identification such as a passport or NEXUS card, as appropriate to the point of departure and destination.
2. In addition to the above, the Carrier may require presentation of the following documents when children are accompanied by an adult:
  - a. Documents establishing legal custody;
  - b. Parental consent letter authorizing travel;
  - c. Death certificate if one parent is deceased;
  - d. Any other documentation required by the country of destination.

## I Rule 65: Unaccompanied Minors

Acceptance of Unaccompanied Minors will be determined in advance by the Charterer and will constitute part of the Charter Agreement. Only in such cases shall Rule 65 apply.

### (A) General

1. For purposes of this rule, "guardian" is any adult/parent having responsibility over the welfare of a Minor.
2. The Carrier, if requested by the Charterer and included in the Charter Agreement, may offer a supervision service called the Unaccompanied Minor Service (UM Service) for all minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.

### (B) Age Restrictions

1. Minors under five years of age are not eligible to use the UM Service and must always be accompanied by a person aged 16 or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the Minor.
2. Minors aged between five and 11 years of age may only travel unaccompanied if they are using the UM Service, outlined below.
3. Minors, from age 12 up to a maximum of 17 years of age, can also use the UM Service at the request of the Charterer. Please note, however, that if a guardian requests the UM Service for a minor between these ages, all travel restrictions applicable to the UM Service will apply.

### (C) Travel Restrictions

1. Available only on flights where the service has been requested in advance by the Charter and included in the Charter Agreement.
2. The Carrier accepts a maximum of four minors for the UM Service per Flight, and in the event of situations where more than four minors are scheduled to travel, the Carrier may, in its sole discretion, re-accommodate the last minor(s) booked for the UM Program to the next available Flight.
3. Unaccompanied minors are not permitted to travel with a pet either as carry-on or checked baggage.

### (D) Fares and Charges

Any applicable fees or charges for the Unaccompanied Minor Service shall be defined in the Charter Agreement.

### (E) Conditions of Application for Unaccompanied Travel

1. Arrangements and registration for the UM Service should be made at least 72 hours prior to departure. The Carrier will make reasonable efforts to accommodate requests not made within this time limit.
2. The Charterer shall ensure that the minor will be brought to the airport of departure by a guardian who must remain with the minor until the Carrier's employees or agents are able to assume responsibility. The Charterer shall ensure that the guardian and Unaccompanied Minor have required documentation, including but not limited to passports/NEXUS cards/travel visas. The Guardian will complete all the required documents which include providing the Carrier with satisfactory evidence that the minor will be met at the airport of arrival by another Guardian, whether a parent or other responsible adult. The Guardian who will be meeting the unaccompanied minor at the airport of arrival must have Government issued photo identification which will allow the Carrier personnel to identify this person as the appropriate person designated to meet the minor.
3. The guardian will be required to remain at the airport of departure for 15 minutes after the aircraft has departed.
4. In case of emergency, the Charterer must provide the Carrier with the name and phone number of a person who can be contacted during the time the minor is in the Carrier's care.
5. Once the minor is under the Carrier's care, the minor will be provided supervision by the Carrier until they are met at destination by a guardian who can confirm to Carrier personnel by means of Government issued photo identification that they are the person(s) designated to meet the minor.
6. A minor may not be accepted for the UM Service where they have previously caused an onboard issue, for reasons including but not limited to behavioural, emotional or medical, where intervention by the Air Crew or a diversion resulted.
7. A minor with a medical condition or a minor with a disability may not be accepted for unaccompanied travel. Medical clearance may be required for any UM Service to be offered to a minor with a medical condition or a disability.

**Note:** For provisions related to Medical Clearance, refer to Rule 71(C).

## (F) Carrier's Limited Responsibility

With the exception of the service specifically provided to an unaccompanied minor in this rule, the Carrier will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an Adult Passenger.

The Carrier accepts a maximum of four Unaccompanied Minors under the UM Program per flight,

involves any unusual risk or hazard to the Passenger or to other persons (including, in the case of a pregnant Passenger, unborn children), for the purpose of determining whether the person requires an Attendant by reason of the provisions of this Rule or for the purpose of determining whether the person qualifies for additional or special seating pursuant to the provisions of this Rule.

*See also: Rule 105(A)6(d), Refusal to Transport, Passenger's Condition, Medical clearance.*

## Rule 71: Carriage of Passengers with Disabilities

### (A) Acceptance of a Passenger with a Disability 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 the person's disability.

The Charterer shall make every effort to notify the Carrier of any services or accommodations that may be required by passengers on the Manifest. The Carrier shall not request any details about an individuals' specific disability, but rather the services and accommodations they may require.

### (B) Acceptance of Declaration of Self-Reliance

Except for applicable safety-related rules and regulations, the Carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that the person is "self-reliant," the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by an Attendant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier, except in the following circumstances:

1. Carrier may refuse to provide transportation to any person on the basis of safety.
2. Carrier may refuse to provide transportation to any person if carriage of that person would result in the violation of any applicable law.
3. Carrier reserves the right to require medical clearance, as a condition of travel, in accordance with procedures established by Carrier, if the transportation of a person

### (C) Medical Clearance

The Carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, the Carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers, is in question. Where the Carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required the Carrier may assess a person's fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person's physician or healthcare professional).

*See also: Rule 105(A)6(d), Refusal to Transport, Passenger's Condition, Medical clearance.*

### (D) Advance Notice

Where the Charterer or a passenger requests a service set out in Rule 71 at least 48 hours prior to departure, the Carrier will provide the service. Such requests should be as far in advance of travel as possible. Where a request for a service is made less than 48 hours prior to departure, the Carrier will make a reasonable effort to provide the service.

### (E) Seating Restrictions and Assignments

#### Accommodation of Persons with Disabilities

1. When a person identifies the nature of the person's disability, the Carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.
2. Persons with a Disability will not be permitted to occupy seats in designated emergency exit rows, bulkhead aisle seat or otherwise in accordance with applicable safety-related rules and regulations.

3. Persons with Disabilities and their Attendants will be seated together.
4. The number of Persons with a Disability on a single Flight may be limited based on Passenger safety considerations, aircraft specifications, and airport handling facilities available at departure or arrival airports.

#### Accommodation of persons with allergies

5. The Carrier cannot guarantee allergen-free meals, snacks or environment, Passengers with severe allergies are responsible for taking additional precautions, such as packing their own snacks, using hand sanitizer, bringing wet wipes to clean surrounding areas, and carrying an epinephrine auto-injector.

### (F) Acceptance of Aids

1. In addition to the regular baggage allowance, the Carrier will accept, as priority checked baggage, mobility aids, including:
  - a. an electric wheelchair or a scooter with non-spillable batteries, with terminals disconnected from the power source;
  - b. a manually operated folding wheelchair;
  - c. a walker, a cane, crutches or braces;
  - d. any device that assists the person to communicate; and
  - e. any prosthesis or medical device.

**Note:** For flight safety reasons, wheelchairs or scooters with spillable wet cell batteries are not permitted for carriage.
2. Where space permits, the Carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin during the flight.
3. Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.
4. Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person's aid, the Carrier is not required to carry the aid. The Carrier will advise the person about transportation arrangements that are available for the aid.

**Note:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 120(D)5, Mobility aids.

### (G) Manually Operated Wheelchair Access

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

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

### (H) Service Animals

1. The Carrier will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution. For the comfort of all passengers, the Carrier staff will determine where the person and Service Animal will be seated. When requested at least 48 hours prior to the scheduled departure, the Carrier will assign a seat to the person which provides sufficient space for the person and the Service Animal. The Carrier will permit the Service Animal to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, the Carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.
2. Only dogs are accepted as Service Animals.
3. Service animals must be authorized prior to their acceptance. The form may be found at [flyairnorth.com/support/special-assistance](http://flyairnorth.com/support/special-assistance), under Service Animals.
4. The Carrier staff, in consultation with the Person with a Disability who is accompanied by a service animal, will determine where the Person with a Disability will be seated in order to ensure that adequate space is provided to the person and the service animal.

See also: Rule 75, *Acceptance of Animals (Service Animals and Pets)*, and for provisions related to limitations of liability regarding Service Animals, refer to Rule 120(D)6.

### (I) Services to be Provided to Persons with Disabilities

1. The Carrier will ensure that services are provided to Persons with Disabilities when a request for such services is made at least 48 hours prior to departure and will make reasonable efforts to accommodate requests not made within this time limit. Services to

be provided upon request will include:

- Assisting with registration at the check-in counter;
- Assisting in proceeding to the Boarding Area;
- Assisting in boarding and deplaning;
- Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
- Assisting in moving to and from an aircraft lavatory;
- Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- Transferring a person between the person's own mobility aid and a mobility aid provided by the Carrier;
- Transferring a person between a mobility aid and the person's passenger seat;
- Inquiring periodically during a flight about a person's needs; and
- Briefing individual Passengers with disabilities and their Attendant on emergency procedures and the layout of the cabin.

## 2. Attendant

- Carrier may require that an Attendant accompany a Passenger with a Disability as a condition of providing transportation if the Passenger is not able to care for all their physical needs during the Flight and requires special or unusual attention beyond that afforded to the general public.
- Carrier may require that an Attendant accompany a Passenger with a disability as a condition of providing transportation if Carrier determines that such an Attendant is essential for safety in the following circumstances:
  - When the Passenger, because of a mental or cognitive disability, is unable to comprehend or respond to safety related instructions;
  - When the Passenger has impairments, which affect both the Passenger's hearing and vision with such severity that the Passenger is not able to establish a means of communication with the Carrier's personnel sufficient to receive, assimilate and respond to safety related instructions;
  - When the Passenger has mobility impairment as severe as to be unable to assist in their own evacuation or don an oxygen mask in the case of a decompression.

## (J) Oxygen Service and Personal Oxygen Concentrators

### 1. Oxygen cylinders

Passengers cannot bring their own oxygen onboard, except for dry oxygen D-type cylinders with a maximum circumference of 14 inches and a maximum length of 16 inches, excluding the cylinder's content gauge and regulator.

Oxygen in refrigerated liquid form is forbidden. Oxygen in gaseous form may be transported by air if in compliance with the packaging, marking, documentation and handling requirements specified in the Transportation of Dangerous Goods Regulations (TDGR) and the ICAO Technical Instructions For The Safe Transport of Dangerous Goods by Air (Doc 9284).

Air North may transport oxygen in gaseous form for medical use by a passenger under following guidelines:

- In Canada, and on-board Canadian registered aircraft outside Canada, under section 1.27 of the TDGRs,
- Additional medical oxygen cylinders, required by the passenger at their destination or for the return flight, should be transported as checked baggage in the cargo area only and in accordance with the restrictions and limitations of the TDGRs,
- The changing of regulators on oxygen cylinders is prohibited on-board the aircraft. Each cylinder must have its own regulator.

Passengers requiring the use of medical oxygen cylinders must provide a letter signed by a licensed physician or other licensed health professional, such as a respiratory therapist, that indicates the maximum flow rate, maximum quantity of oxygen per hour and the maximum quantity of oxygen required for the flight(s).

Air North must be provided with 48-hours' notice that passenger will be bringing their own oxygen.

### 2. Portable oxygen concentrators (POC)

Passengers are permitted to carry onboard aircraft and utilize Carrier-approved portable oxygen concentrators, subject to the following conditions:

- a. At least 48 hours prior to departure, Passenger must inform Air North of his/her intent to use a POC during the flight. The Carrier will make a reasonable effort to accommodate passengers who fail to inform the Carrier of his/her intent to

use a POC within the aforementioned time.

- b. Passengers wishing to travel with a portable oxygen concentrator must have a portable oxygen concentrator form, available on the carrier's website, completed by a physician. The form is valid for one year from the date that it is completed and signed by the physician.
- c. The portable oxygen concentrator must be of a type approved by Air North, and must be free of oil and grease. Some restrictions apply to certain types of portable oxygen concentrators that cannot be safely stowed during flight.
- d. Passengers must bring extra batteries as part of their carry-on baggage, in an amount specified by the Carrier. Batteries are not accepted as checked baggage. Batteries must be packaged in a manner that protects them from short circuit and physical damage, and away from metal objects such as keys, coins, etc. Extra batteries must be sufficient to cover the use of the personal oxygen concentrator for the entire duration of the travel itinerary, including connection time, check-in and travel buffer.
- e. Portable oxygen concentrators and extra batteries are accepted free of charge, in addition to the normal carry-on baggage allowance, provided they can be safely stowed underneath the seat. However, the area around the personal oxygen concentrators must be clear of blankets, coats, and other pieces of carry-on baggage.
- f. Check-in is not permitted through the carrier's website and/or self-service device. Check-in must be made with an airport agent at any check-in position.

written format to persons with disabilities who request such a service.

The Carrier will supply, within a reasonable time and upon request, a written confirmation of services that it will provide to the person with a Disability.

## **(M) Inquire Periodically**

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When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the Carrier will inquire periodically about their needs upon request and shall attend to those needs where the services required are usually provided by the Carrier.

## **(K) Boarding and Deplaning**

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Where a person with a disability requests assistance in boarding, seating or in stowing carry-on baggage, the Carrier will allow the person, upon request, to board the aircraft in advance of other passengers where time permits. The Carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the required assistance.

## **(L) Communication and Confirmation of Information**

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Announcements to Passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made in visual, verbal and/or

## Rule 75: Acceptance of Animals (Service Animals and Pets)

The Carrier will agree to carry pets as defined or included in the Charter Agreement. The carriage of Service Animals shall be accepted based upon the following.

### (A) General

1. Arrangements must be made at least 72 hours in advance with the Carrier before any animals will be accepted for carriage as either checked or unchecked baggage if space is available.

Arrangements for service animals should be made at least 48 hours prior to the scheduled departure.

2. The Carrier will accept animals for carriage as either checked or unchecked baggage if space is available, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations. The Charterer assumes responsibility for ensuring that the animal meets any import/export requirements between the arrival and departure countries.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the Carrier.

**Note:** This provision does not apply to Service Animals accompanying Passengers with Disabilities, or search and rescue animals accompanied by handlers.

4. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
5. The animal must be harmless, inoffensive, odourless, and require no attention during transit.
6. The Carrier reserves the right to deny the transportation of the animal for any or no reason.
7. The Carrier will not be responsible in the event of loss, delay, injury, sickness or death of such animal. Exception: should an injury to or death of a service animal result from the negligence of the Carrier's representatives, the Carrier's liability will be as outlined in Rule 120(D)6.
8. For safety reasons, the Carrier will not accept an animal for carriage if the animal is less than eight

weeks old, pregnant or in-heat.

9. If the animal is sedated, the Passenger must present a veterinarian's note at check in stating the animal is fit to fly.
10. The Carrier does not provide a kennel rental or purchase service.

### (B) Animals as Checked Baggage

1. The number of animals carried is limited and varies by aircraft type.
2. Due to climatic conditions, animals may not be accepted during certain periods of the year.
3. The maximum size for the container/kennel (length + width + height) must not exceed 103 x 75 x 77 cm.
4. The maximum allowable weight for both the animal and container/kennel together is 75 kg.
5. Animals accepted as Checked Baggage are cats, dogs, and rabbits.
6. The Carrier does not accept endangered species or the remains from endangered species, as listed on Environment Canada's website under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). The Carrier does not accept trophies or remains for carriage from any of the five big game animals (cape buffalo, elephants, leopards, lions, or rhinoceros).
7. The Carrier shall not accept antlers and horns for carriage as baggage or cargo.
8. Only hard sided and Carrier approved kennels will be accepted in Checked Baggage.
9. Check-In Cut-off Time with an animal is 120 minutes in advance of the recommended check in time. Animals Checked in after this time will be denied.

### (C) Animals in Cabin

1. Only one cat, dog or rabbit per passenger may be accepted for carriage in the passenger cabin. No other species of animal is acceptable for carriage in the cabin.
2. The number of animals carried in the passenger cabin is limited to four animals per flight (excluding Guide Dogs and Service Animals).
3. **Maximum kennel size and weight**

	Boeing 737	ATR 42
<b>Maximum Dimensions</b>	46 x 22 x 40 cm	38 x 22 x 28 cm
<b>Maximum weight*</b>	10 kg	

\* Combined weight of animal and kennel/container

4. Only soft sided kennels that will fit under the aircraft seat will be accepted. The container must remain sealed from time of entry into the aircraft until after disembarking.
5. The in-cabin container /kennel must be stored under the seat directly in front of the passenger.
6. Check-In Cut-off Time with an animal is 120 minutes in advance of the recommended check in time. Animals Checked in after this time may be denied.
7. If the container /kennel exceeds the maximum size and/or maximum weight mentioned in Rule 75(B)3 and 75(B)4, passengers will require to tender the animal as checked baggage subject to terms outlined in 75(B).
8. The Carrier may request a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers.
9. This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

## (D) Service Animals

See: Rule 71(H).

## (E) Search and Rescue Dogs

1. With the consent of the Charterer, search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft. The animal must remain on the floor at the handler's seat.
2. The Carrier, in consultation with the search and rescue dog's handler, will determine where the handler will be seated to ensure that adequate space is provided to the handler and the dog.

## Rule 80: Administrative Formalities – Travel Documents, Customs and Security

### (A) General

1. The Charterer is responsible for ensuring that passengers have obtained all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification), including those of any children that are accompanied by the passenger, and providing those to the Carrier within the timeframe specified in the Charter Agreement.
2. All passengers are responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the Carrier.
3. The Carrier will not be liable for any help or information given either verbally or in writing to the passenger in good faith about proper travel documentation.
4. The Carrier will not be liable to the passenger for any consequences resulting from the failure of the passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

### (B) Travel Documents

1. Prior to travel, the Charterer must submit for inspection to the Carrier all travel documents required by the countries concerned for all passengers identified on the Manifest.
2. The Carrier will have the right to make and retain copies of the travel documents presented by the Charterer and passengers.
3. As described in Rule 105, Refusal to Transport, the Carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

### (C) Fines, Detention Costs

1. If the Carrier is required to pay any fine or penalty or has incurred any expense because the Passenger was refused entry into a country by reason of her/his failure to comply with the laws, regulations, orders

and/or requirements of that country or has failed to produce required travel documents, the Charterer will reimburse the Carrier, on demand, any amount so paid or expenses incurred by the Carrier.

2. Due to the passenger's inadmissibility into a country of transit or destination, the Charterer must pay the Carrier the applicable fare to be transported from the country where entry was refused to the original point of origin or to an alternative destination.

## (D) Government-Mandated Inspections

As required, the passenger must be present for the inspection of their baggage by customs or other government officials.

The Carrier will not be liable for any loss or damage suffered by the passenger in the course of such inspection or through the passenger's failure to comply with this requirement if the passenger's baggage was not in the charge of the Carrier.

## (E) Security Inspection

All passengers shall submit to all necessary security checks by government, airport officials and by personnel of the Carrier.

## I Rule 87: Tarmac Delays

### (A) General

1. If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the Carrier will provide passengers with the following, free of charge:
  - a. if the aircraft is equipped with lavatories, access to those lavatories in working order;
  - b. proper ventilation and cooling or heating of the aircraft;
  - c. if it is feasible to communicate with people outside of the aircraft, the means to do so; and
  - d. food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.
2. If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier must facilitate access to that assistance.
3. If a flight is delayed on the tarmac at an airport in Canada, the Carrier will provide an opportunity for passengers to disembark:
  1. two hours after the aircraft doors have been closed for take-off; and
  2. two hours after the flight has landed, or at any earlier time if it is feasible.
4. However, the Carrier is not required to provide an opportunity for passengers to disembark if it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed and the carrier is able to continue to provide the standard of treatment referred to in Rule 87(A)1(a-d).
5. A Carrier that allows passengers to disembark will, if it is feasible, give passengers with disabilities and their support person, or service animal, if any, the opportunity to disembark first.
6. If a flight is delayed on the tarmac at an airport in United States, the Carrier will provide an opportunity for passengers to disembark:
  1. four hours after the aircraft doors have been closed for take-off; and
  2. four hours after the flight has landed, or at any earlier time if it is feasible.
7. This section does not apply if providing an opportunity for passengers to disembark is not

possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

8. The information of Rule 87 (A)(7) will be provided by means of audible announcements. Visible announcements will be provided upon request.
9. The information of Rule 87 (A)(7) will also be provided to the passenger using the available communication method that the passenger has indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

## I Rule 105: Refusal to Transport

### (A) Refusal to Transport – Removal of Passenger

The Carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:

#### 1. Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

- a. comply with any government regulation; or,
- b. comply with any government request for emergency transportation; or,
- c. address Force Majeure.

#### 2. Search of Passenger and Property

When the Passenger refuses to permit a search of the Passenger's person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

#### 3. Proof of Identity/Age

When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.

The Carrier is obliged to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older. If they appear 18 years of age or older, the Carrier is required to screen them by comparing the passenger, in particular their entire face, against photo identification.

**Note:** See 'Government-issued identification' under Rule 1 – Definitions for identification requirements.

#### 4. Immigration or Other Similar Considerations

When the passenger is to travel across any international boundary, if:

- a. The travel documents of the passenger are not in order; or,
- b. For any reason the passenger's embarkation from, transit through, or entry into any country from, through or to which the passenger desires transportation would be unlawful or would otherwise not be permitted.

#### 5. Failure to Comply with Carrier's Rules and Regulations

When the passenger fails or refuses to comply with rules and regulations of the Carrier as stated in this tariff.

#### 6. Passenger's Condition

- a. When the passenger's actions or inactions prove to the Carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:
  - i. the passenger is accompanied by an Attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the Carrier; and,
  - ii. the passenger complies with requirements of Rule 71, Carriage of Persons with Disabilities.

**Exception:** the Carrier will accept the determination of a person with a disability as to self-reliance as per Rule 71, Carriage of Persons with Disabilities.

**Note:** If the passenger is accompanied by an Attendant and the passenger is refused transport, then the Attendant will also be refused transport and the two will be removed from the aircraft together.

- b. When the passenger has a contagious disease.
- c. When the passenger has an offensive odour.
- d. **Medical clearance**  
When the Carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The Carrier can require the passenger to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel. The Carrier may refuse transportation to the person posing such hazard or risk.

### e. Pregnant Passengers

- i. A pregnant passenger with a complication-free pregnancy can travel on the Carrier's flights up to the 36th week of the pregnancy or up to four weeks before the expected due date without a medical certificate.
- ii. A pregnant passenger who is in or beyond the 36th week of the pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient, found them to be physically fit for travel by air, and provide the estimated date that the patient will give birth.

### 7. Failure to Provide a Suitable Escort

When the passenger requires an escort due to a mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the Carrier in advance of the departure of the flight.

However, the Carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

- a. Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- b. Request for carriage is made at least 48 hours before scheduled departure.
- c. The escort must accompany the escorted passenger at all times.

## (B) Passenger's Conduct – Refusal to Transport – Prohibited Conduct and Sanctions

### 1. Prohibited Conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the Carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations:

- a. The person, in the reasonable judgement of the

Carrier, is under the influence of alcohol or drugs (except a patient under medical care),

- b. The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of the Carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or Carrier's employees, interfere with a crew member in the performance of their duties, or otherwise jeopardize safe and adequate flight operations.
- c. The person's conduct involves any hazard or risk to their self or other persons or to property.
- d. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- e. The person is unable or unwilling to sit in their assigned seat with the seat belt fastened.
- f. The person smokes or attempts to smoke in the aircraft.
- g. The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
- h. The person is barefoot.
- i. The person is inappropriately dressed as deemed by the Carrier.
- j. The person has a prohibited article or concealed or unconcealed weapon(s). However, the Carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
- k. The person has resisted or may reasonably be believed to be capable of resisting escorts.
- l. The person is filming, photographing, or recording images, by any electronic means, of other Passengers and/or Cabin Crew or Flight Crew without the express consent of the person(s) being filmed, photographed or recorded, or continuing to film, photograph, or record the image of other Passengers and/or Cabin/Flight Crew after being advised to cease such conduct by a member of the Cabin/Flight Crew.
- m. A Passenger that presents a biohazard risk to Carrier employees and/or other passengers due to emesis (vomit), urine, feces, or other bodily fluids.
- n. A passenger fails to comply with health and safety related requirements, best practices or

industry standards as may be reasonably imposed by the carrier, such as when health concerns lead to requirements pertaining (but not limited to):

- temperature checks
- the wearing of protective face coverings
- respecting measures that promote social distancing.
- specific government health mandates (unless an appropriate exemption has been obtained).

## 2. Carrier Response to Prohibited Conduct

The Carrier shall first notify the Charterer then, using its reasonable discretion, the Carrier may impose any combination of the following sanctions:

- a. Removal of the passenger at any point.
- b. Probation: At any time, the Carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- c. Refusal to Transport the Passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the Carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the Carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.
- d. The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
  - i. The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
  - ii. The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
  - iii. The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - iv. The person repeats a prohibited conduct

after receiving a notice of probation as identified in Rule 105(B)2(b).

These remedies are without prejudice to the Carrier's other rights and recourses, namely to seek recovery of any damage resulting from the prohibited conduct from the Charterer and/or passenger, or as otherwise provided in the Carrier's tariffs, including the filing of criminal or statutory charges or recovery of extraordinary expenses related to the conduct.

## (C) Recourse of the Passenger / Limitation of Liability

1. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why the person believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
2. The Carrier will respond to the passenger within a reasonable period of time providing the Carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

## I Rule 120: Limitations of Liability

The Carrier shall in no way be liable to any Passenger, Air Crew, employee or other person for any special, indirect or consequential damages in respect of the Carrier's Passenger Liability.

Notwithstanding anything to the contrary contained in this Tariff, the Carrier shall not be liable to any Passenger, Air Crew, employee or other person for damages sustained by the Passenger, Air Crew, employee or other person due to the negligence, acts or omissions of that Passenger, Air Crew, employee or other person or the negligence, acts or omissions of any other person, including any other air carrier, shipper, consignee or owner, their agents, representatives or employees, as applicable.

### (A) 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.

### (B) For travel governed by the Warsaw Convention

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. 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.

### (C) 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.

### (D) Laws and Provisions Applicable

#### Liability in the case of death or bodily injury of a passenger

1. The liability of the Carrier in respect of the death of, or

injury to, a passenger is limited to the sum of \$100,000, exclusive of legal fees and costs, per passenger, per incident.

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, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for that passenger's age or mental or physical condition; or
  - b. In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

#### Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage

4. If the Baggage does not arrive on the same Flight as the Passenger, the Carrier will:
  - a. refund any Baggage fee paid for the carriage of any lost item;
  - b. deliver located delayed Baggage to the Passenger at their residence /hotel, or
  - c. pay the amount of the Carrier's liability for any lost item calculated in accordance with the parts of this rule shall be referred to as 'basic carrier liability' which shall be up to 1,288 SDR including incidental expenses; or

#### After a 21-day delay, provide a settlement in accordance with the following rules:

- d. if no value is declared, the settlement will be for the value of the delayed Baggage or up to 1,288 SDR, whichever is the lesser, and
- e. if value is declared, the settlement will be for the value of the delayed Baggage or the declared sum, whichever is the lesser. No charge shall be payable on that part of the declared value which does not exceed Basic Carrier Liability.
- f. The liability limit does not apply if it is proved that the damage resulted from an act or omission of the Carrier, its servants or agents, done with intent to cause damage provided that in the case of the agent or servant it is proved that such servant or agent was performing services for the Carrier in furtherance of the contract of carriage.
- g. Whether the Passenger 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 21 days from the date on which the Baggage has been placed at the person's disposal. In the case of loss, the complaint must be made at the latest within 21 days from the date of 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.

- h. If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom the claimant derives the claimant's rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
- i. In any event, the Carrier shall not have any Liability for any loss or claim where Passenger has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss.
- j. In the case of Unchecked Baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- k. The Carrier is liable for the damage sustained in case of destruction or loss of, or damage to, Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage. Further, the Carrier's liability for the destruction, loss, damage or delay of Baggage is subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation of defence recognized by a Court with proper jurisdiction over claim.

The Carrier reserves all defences and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims, whichever may apply.

### Mobility aids

**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.

- 5. In the event that a mobility aid is lost or damaged:
  - a. The air carrier will immediately provide a suitable temporary replacement without charge;
  - b. If a damaged aid can be repaired, in addition to Rule 120(D)5(a), the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
  - c. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the Carrier will, in addition to Rule 120(D)5(a), replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

### Service animals

- 6. Should injury 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, medical care for or replacement of the service animal.

## (E) Limitations of Liability

- 1. The Carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the passenger by the Carrier's employees in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. The Carrier is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier's employees.
- 2. The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the Charterer or passenger to comply with same or out of any cause beyond the Carrier's control.
- 3. The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked

baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.

4. The Carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.
5. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 55, Baggage Acceptance, nor for the damage to, or damage caused by, fragile articles described in Rule 55, Baggage Acceptance, which are unsuitably packed.
6. The Carrier may refuse to accept any articles that do not constitute baggage as this term is defined in Rule 55(A), but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the baggage and the Carrier's limit of liability.
7. Liability of the Carrier for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the passenger also has a right of action against the first or last Carrier involved in the transportation.
8. Any exclusion or limitation of liability of the Carrier under this tariff or the Charter Agreement will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.
9. The owner of an animal will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision and the Carrier will not be responsible if any animal is refused transportation.

## (F) Time Limitations on Claims and Actions

1. No action will be taken against the Carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the Carrier within:
  - a. 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,
  - b. 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss).
2. In the case of damage to checked baggage, the passenger must complain to the Carrier immediately after discovery of damage, and at the latest, within seven days from receipt of the baggage.
3. Any claim against a Carrier will be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

## (G) Overriding Law

If any provision contained or referred to in the Charter Agreement or this tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the Charter Agreement or tariff and the remaining provisions shall continue to be of full force and effect.

## (H) Modification and Waiver

No agent, servant or representative of the Carrier has the authority to alter, modify, or waive any provisions of this tariff.

## (I) Gratuitous Transportation

All passengers who are transported gratuitously by the Carrier will be governed by all the provisions of this rule and by all other applicable rules of this tariff.

## I Rule 125: Refunds

Any and all refunds will be addressed in the Charter Agreement.