

**1263343 ALBERTA INC., doing business as ENERJET**

**DOMESTIC TARIFF**

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

**ISSUED BY**

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

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**CHECK SHEET**

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

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

CTA..... Canadian Transportation Agency

Cont'd ..... Continued

No..... Number

\$..... Dollar(s)

[R] ..... Denotes reductions

[A] ..... Denotes increases

[C] ..... Denotes changes which result in neither increases or reductions

[X] ..... Denotes cancellation

[N] ..... Denotes addition

CAD ..... Canadian

N/A..... Not Applicable

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**RULE 1. DEFINITIONS**

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

**"Baggage"** means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight.

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

**"Carrier"** means 126433 Alberta Inc., doing business as Enerjet.

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

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

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

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

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

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

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

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

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**RULE 2. APPLICATION OF TARIFF**

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by 126433 Alberta Inc., doing business as Enerjet.
- (2) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by 126433 Alberta Inc., doing business as Enerjet, is executed by the charterer and the carrier.
- (3) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- (4) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.

**RULE 3. CURRENCY**

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

**RULE 4. MILEAGE DETERMINATION**

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

- (1) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited.
- (2) IATA Mileage Manual, published by the International Air Transport Association.
- (3) Skyplan computer flight planning system.

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**RULE 5. COMPUTATION OF CHARGES**

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

- (1) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Table "B", or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table "B", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table "B".
- (2) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in Table "B", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table "B", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table "B", or
- (3) Point to Point Rates as published in Table "A".
- (4) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.80 per litre.
- (5) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
  - (a) Loading/unloading of the aircraft.
  - (b) Charges for goods carried outside the aircraft.
  - (c) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.
  - (d) Charges for storage.
  - (e) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.
  - (f) The actual cost of any special or accessorial services performed or provided on request.

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- (6) Layover charges, if any, as set forth in Table "B2", will be assessed by the carrier for holding the aircraft on request at any point on the route in excess of the free waiting time.
- (7) Landing charges as per Table "B1".
- (8) Taxiing charges, if any, for the time required to transport passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour shown in Table "B".
- (9) Valuation charge, if any, in accordance with Rule 11 and 12.

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

### **(A) Acceptance of Children**

- (1) Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.
- (2) Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his/her age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

### **(B) Exemption from Liability**

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:

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- (1) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;
- (2) "**Force Majeure**", or any other causes not attributable to the wilful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of a Government or public body, on whatever grounds, to grant the carrier any clearance, licence, right or other permission necessary for the performance of the carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

(C) Medical Clearance

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

(D) Refusal to Transport

- (1) The carrier will refuse passage to any person when:
  - Such action is necessary for reasons of safety;
  - Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.
- (2) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier – Carriage of Persons with Disabilities – See Rule 7 (E) Acceptance of Declaration of Self-reliance.

(E) Schedules/delays

The carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets or

elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.

(F) Space and Weight Limitations

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

## **RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES**

(A) Definitions

- (1) "**Ambulatory**" means a person who is able to move about within an aircraft unassisted.
- (2) "**Non-Ambulatory**" means a person who is not able to move about within the aircraft unassisted.
- (3) "**Non-self-reliant**" means a person who is not self-reliant.
- (4) "**Self-reliant**" – Except for needs and assistance related to safety "self-reliant" means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication, or assistance from the carrier beyond the range of services that are required by the ATR or that is normally offered by the carrier.
- (5) "**Service animal**" means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

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(B) Acceptance of a Person with a Disability

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

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

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

(C) Acceptance of Mobility Aids

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

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

Manually operated wheelchair

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

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

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

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

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

(D) Acceptance of Service Animals

The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

(E) Acceptance of Declaration of Self-reliance

Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person as to self-reliance. Once advised that he or she is self-reliant, the carrier shall not refuse such passenger transportation on the basis that there is a lack of a personal attendant or based on the assumption that the passenger may require attention from airline employees to assist with the passenger's needs beyond the range of services that are required by the ATR or that are normally offered by the carrier.

(F) Communication of Information

The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the cabin crew along with other special instructions. A list of the services that the carrier had undertaken to provide at the time of reservation will also be transmitted to the personnel assisting such persons.

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

(G) Seating Restrictions

Persons with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit, or on the upper deck of the aircraft or, otherwise in accordance with safety rules or regulations administered by Transport Canada.

Seating assignment

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

Once the identification of the most accessible seat is completed, prior to proceed with the seat assignment, the carrier will enter into a dialogue with the person to determine if the designated seat meets his/her needs.

(H) Assistance to be Provided

- (1) If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance:
- (a) registration at the check-in counter;
  - (b) proceeding to the boarding area;
  - (c) boarding and deplaning;
  - (d) stowing and retrieving the person's carry-on baggage;
  - (e) retrieving the person's checked baggage;
  - (f) transferring the person:
    - (1) between: the person's own wheelchair, scooter or other mobility aid  
and: a wheelchair, boarding chair or other mobility aid provided by the carrier.
    - (2) between: a wheelchair, boarding chair or other mobility aid  
and: the person's passenger seat.
  - (g) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;
  - (h) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
  - (i) inquiring periodically about the person's needs when persons in wheelchairs who are not independently mobile are awaiting a flight

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- after check-in, when in transit between flights and during the flight;
- (j) assembling and disassembling of mobility aids; and
  - (k) proceeding to the general public area or to a representative of another carrier.
- (2) If the request for these services is not made within 48 hours of the designated departure time, the carrier will make a reasonable effort to provide the services.

#### Boarding and Disembarking

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

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

#### Written Confirmation

Whenever possible, the carrier will indicate in the record of a person's reservation any services that it will provide to that person, and will also supply a written confirmation of such services.

#### (I) Liability of Carrier Respecting Mobility Aids

The liability of carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise is to be based on the cost of the repair or replacement value of the mobility aid.

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

- (1) the air carrier will immediately provide a suitable temporary replacement without charge;
- (2) if a damaged aid can be repaired, in addition to (1) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- (3) if a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in

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addition to (1) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

## **RULE 8. ACCEPTANCE OF BAGGAGE OR GOODS**

- (1) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (2) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate any applicable Canadian laws, regulations, or orders.
- (3) If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:
  - (a) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and, provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons.
  - (b) Explosives, munitions, corrosives and articles which easily ignite.
  - (c) (\*) Pets including, dogs, cats and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft.  
(\*) Not applicable to service animals.

### (4) Luggage Fees:

<b>1st checked bag</b>	\$0, per one way trip
<b>2nd checked bag</b>	\$10, per one way trip
<b>3rd checked bag</b>	\$40, per one way trip
<b>4th checked bag</b>	\$40, per one way trip

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<b>Oversize bag</b>	\$40, per one way trip
<b>Overweight bag</b>	\$40, per one way trip

Maximum allowable weight per piece of luggage is 32 kg (70 lbs).  
Luggage over 32 kg (70 lbs) will not be accepted by Enerjet.

Carriage of excess luggage by Enerjet is subject to weight and space availability.

(5) On select charter flights where travellers book with a charterer, Jump On Flyaways, baggage fees of \$10.50 for the first and second bag may apply and a fee of \$26.25 for each additional bag. These baggage fees are collected by the charterer.

(6) Free Luggage Allowance:

	<b>Checked Bags</b>	<b>Carry-On Baggage</b>
<b>Amount</b>	1 piece (2nd piece is \$10, each direction, payable at check-in)	1 standard article
<b>Weight</b>	20 kg./44 lb. combined	5.89 kg./13 lb. per bag
<b>Size</b>	The overall measurement (length + width + height) of each checked-in piece must be less than 62 inches or 158 cm.	55 cm. x 23 cm. x 40 cm. 24 in. x 12 in. x 16 in.

(7) Special Items Included in the Free Luggage Allowance:

When properly packed and in adherence to the checked luggage allowances, select special items are accepted as a piece of checked luggage provided they are properly packed in hard shell containers specifically designed for shipping. A limited liability form may need to be signed at check-in. Acceptable special items are:

Fishing Equipment:

- One (1) fishing rod
- One (1) reel
- One (1) tackle box

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**Fire Arms for Sport Purposes:**

- Absolutely no ammunition is allowed to be checked-in
- Only sport type fire arms are allowed to be checked-in as luggage
- All required entry permits must be in the possession of the traveller
- Such firearms must be disassembled and packed in a suitable case

**Musical Instruments:**

- All instruments must be appropriately packed as suggested by the manufacturer.

**Golf Clubs: (with restrictions)**

Travellers are allowed to check-in one set of golf clubs up to 20 kg at no additional cost.

- Must have a protective cover over the golf heads
- Maximum 1 golf bag, 14 clubs, 12 balls, 1 pair of shoes
- If the golf bag is a tripod type, legs must be taped

**Scuba Gear: (with restrictions)**

Travellers are allowed to check-in scuba equipment up to 20 kg at no additional cost when departing to/from Canada.

Scuba set identified as: one empty tank, a regulator, a pressure gauge, a tank harness, a face mask, one pair a fins, and a snorkel. Tank must be empty.

**Skis and Snowboards:**

- One set of skis includes boots, skis, and poles
- One snowboard set includes one snowboard and one pair of boots
- One set of water skis includes up to one pair of skis (two individual skis)

**(8) Special Items Not Included in the Free Luggage Allowance:**

Travellers are allowed to check-in one bicycle, surfboard or windsurfer at the cost of \$40.00. The item must be properly packaged and must be less than 3 meters long (9.8 feet).

(9) Carry-On Luggage:

Each traveller is permitted to carry-on one (1) piece of carry-on baggage and one (1) personal item, as per the list below. All carry-on baggage must meet the weight and size dimensions as noted in the Free Luggage Allowance Table above. Electronic cigarettes are allowed but must remain stowed unused in your carry-on baggage.

Carry-on items include, but are not limited to, any of the following, and count as one piece of carry-on baggage:

- Any kind of bag, suitcase, garment bag, or briefcase
- Camera case (containing more than one (1) camera, film, spare lenses, or additional photographic equipment)
- Diaper bag
- Duty-free item
- Laptop computers

Personal items permitted in addition to the one-piece allotment for carry-on baggage can be one of the following items:

- Camera
- Umbrella
- Approved child-restraint device
- Food items for on-board consumption
- Purses 25 cm x 30 cm x 20 cm in size or less

## **RULE 9. REFUNDS**

- (1) Application for refund shall be made to the carrier or its duly authorized Agent.
- (2) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

## **RULE 10. LIMITATION OF LIABILITY – PASSENGERS**

- (1) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$100,000.00.
- (2) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

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

## **RULE 11. LIMITATION OF LIABILITY – BAGGAGE**

### **Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage - (\*) Not applicable to mobility aids - see Rule 7 (I).**

- (1) The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:
- (a) The liability of the carrier is limited to sum of \$1800.00 for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
    - (i) 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 or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of their employment.
    - (b) 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 he or she derives his or her 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.

Unless the passenger proves otherwise:

- (i) All baggage checked by the passenger will be considered to be the property of that passenger.
- (ii) A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.

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- (iii) 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.
- (2) The liability of the carrier is limited to the declared value of baggage except when the passenger:
- (a) Has declared the value of the baggage to be an amount exceeding \$1800.00 per passenger for any one or more passengers;
- (b) Has paid an additional charge of \$1.00 per \$100.00 or fraction thereof for the excess amount.
- (3) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.
- (4) In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.

#### **RULE 12. LIABILITY OF CARRIER – CARGO**

- (1) Subject to subsection (2) the liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$32.00 per kilogram.
- (2) Liability of the carrier is limited to the declared value of goods except when the passenger:
- (a) has declared a value of the goods in an amount exceeding \$32.00 per kilogram and
- (b) has paid an additional charge of \$1.00 per \$100.00 or fraction thereof for the excess amount.

#### **RULE 13. SUBSTITUTION OF AIRCRAFT(\*)**

- (1) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and

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charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (2) and (3).

- (2) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.
- (3) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

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

#### **RULE 14. PAYMENT REQUIREMENTS**

- (1) Payments for a contracted flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.
- (2) The Charter Fee shall be paid by the Charterer to the Carrier (or to any person whom the Carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such Charter) as follows:
  - (a) 25% of the Charter Fee shall be paid upon execution of the relevant Air Transportation Contract; and
  - (b) the balance of the Charter Fee is due and payable thirty (30) days prior to planned departure.

#### **RULE 15. CANCELLATION CHARGES**

- (1) Unless otherwise agreed to, in writing, by the Charterer and the Carrier, all Charters are cancelable by a Charterer, and may be changed by a Charterer on the following terms and conditions:
  - (a) if a Charter Service is cancelled:
    - i. more than thirty (30) days prior to planned departure, the cancellation fee shall be a sum equal to ten (10%) percent of the total Charter Fee;

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- ii. equal to or less than thirty (30) days and up to twenty-four hours prior to planned departure, the cancellation fee shall be a sum equal to twenty-five (25%) percent of the total Charter Fee; and
- iii. less than twenty-four (24) hours prior to planned departure, the cancellation fee shall be a sum equal to fifty (50%) of the total Charter Fee.

**RULE 16. TICKETS**

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

**RULE 17. PASSENGER RE-ROUTING**

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

**RULE 18. DENIED BOARDING COMPENSATION**

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

**RULE 19. SEAT SELECTION**

- (1) Seat selection is assigned at airport check-in at no charge.
- (2) On select charter flights, the charterer, Jump On Flyaways, may offer seat selection in advance for a \$15 fee per flight segment. The fee is determined and collected by the charterer.

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

All fares and rates are negotiated and considered confidential pursuant to Section 68 of the Canada Transportation Act.

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

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**TABLE "B1"**  
**LANDING CHARGES**  
(In Canadian Dollars)

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**TABLE "B2"**  
**LAYOVER CHARGES**  
(In Canadian Dollars)

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