

1263343 ALBERTA INC.

DOMESTIC TARIFF

RULES, RATES & CHARGES

Applicable to

TRANSPORTATION OF PASSENGERS AND GOODS

Between Points in Canada

Effective November 28, 2008

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EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS AND SYMBOLS

CTA.....	Canadian Transportation Agency
Cont'd.....	Continued
No.	Number
\$.....	Canadian Dollar(s)
(R)	Denotes reductions
(A)	Denotes increase
(C)	Denotes change which results in neither increases or reductions
(X)	Denotes cancellation
(N)	Denotes addition
Can.	Canadian
Cy.	Currency
N/A.....	Not Applicable

RULES AND REGULATIONS

RULE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“**Air Crew**” means the flight crew and one or more persons who, under the authority of the Carrier, perform in-flight duties in the passenger cabin of an aircraft of the Carrier;

“**Air Service**” includes a Live Flight and a Ferry Flight;

“**Air Transportation Contract**” means with respect to a Domestic Service, a contract entered into between the passenger and the Carrier for the provision of Air Service to the passenger and its goods in the form of a reservation and confirming itinerary issued by the Carrier or an agent of the Carrier authorized for that purpose, in respect of Cargo, a contract entered into between the Carrier and any person for the carriage of Cargo on a Domestic Service or Charter Service flight, and in respect of a Charter, means a written contract entered into between the Charterer and the Carrier for the provision of a Charter Service for the Charterer’s passengers and their goods;

“**Air Transportation Regulations**” mean the *Regulations Respecting Air Transportation*, SOR/88-58 as amended from time to time, and any substitute regulations prescribed in relation to the subject-matter therein;

“**Ambulatory**” means a person who is able to move about within an aircraft unassisted;

“**Assistant**” means a person who travels with a person with a disability and is fully capable of providing a service related to the disability that is not usually provided by the carrier’s staff;

“**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 and Districts and Islands comprising the Northwest Territories of Canada and Nunavut;

“**Canada Transportation Act**” or “**CTA**” means the *Canada Transportation Act*, 1996, Chap. 10, as amended from time to time;

“**Cargo**” means goods which are accepted for transport by the Carrier from a person who is not a passenger of the Carrier, or who is a passenger, but who has executed an agreement with the Carrier for treatment of the goods as “Cargo” and who has paid the rates set out in Schedule D1;

“**Cargo Service**” means the carriage of Cargo by the Carrier in accordance with the terms and provisions of this Tariff on a Domestic Service or Charter Service Flight;

“**Carrier**” means 1263343 Alberta Inc., doing business as Enerjet a body corporate licensed to provide Domestic Services and non-scheduled international services under the CTA, and having its head office at 119, 1440 Aviation Park NE., Calgary, Alberta T2E 7E2;

“Charter” or **“Charter Service”** means a Common Purpose Charter or an Entity Charter, as the context requires, but only with respect to flights operated between, from and to points wholly within Canada;

“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.

“Common Purpose Charter” or **“CPC”** means a round-trip passenger flight originating in Canada that is operated according to the conditions of a contract entered into between the Carrier and one or more Charterers that requires such Charterer(s) to charter the entire passenger seating capacity of an aircraft of the Carrier to provide transportation at a price per seat to passengers either traveling to or from a “CPC event” or participating in a “CPC educational program”, as those terms are defined in Airport Transportation Regulations;

“Domestic Service” means an Air Service 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,

“Destination” means the point to which the passengers or goods to be transported on a flight are bound, and in respect of this Tariff, includes only points within Canada;

“Entity Charter” means a flight operated according to the conditions of an Air Transportation Contract under which:

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

“Event of Force Majeure” means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, government or governmental agency or official thereof, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

“Fare” means the rate charged to a passenger in respect of a particular class of Domestic Service offered by the Carrier, from time to time;

“Fare class” means a group of fares having the same advance booking, cancellation and policy.

“Fee”, “Charge” or **“Surcharge”** means an amount of money collected by the carrier from the passenger, distinct from the Fare, and either in respect of transportation services or services ancillary to transportation services. Fees and surcharges may be collected by the carrier on its own behalf or pursuant to an obligation imposed or authorization received from a third party.

“Ferry Flight” means the movement of an aircraft without passengers or goods 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 any type of personal property, including baggage and Cargo, that can be transported by air, including animals, but does not include mail other than in plane load lots;

“Group” means 10 or more passengers traveling together on the same flight from a common point of origin to a common destination.;

“Infant” means children under the age of 2 years and carried free of charge by an adult sharing the same seat as the infant. Proof of age must be provided and is restricted to one infant per adult passenger;

“Itinerary” means, a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight;

“Live Flight” means the movement of an aircraft with passengers 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 (immediate technical or fuel landings excepted);

“Montreal Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air, Signed at Montreal, May 28, 1999.

“Non Ambulatory” is a person who is not able to move about within an aircraft unassisted.

“Non Self Reliant” a person who is not self reliant as defined below.

“Operations and Procedures Manual” means the Carrier’s Operations and Procedures Manual in effect from time to time;

“Origin” means the point from which a flight commences with the passengers to be transported.

“Outward Destination” means that stopover point on the passenger's itinerary which is furthest from the passenger's point of origin.

“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 an agreement.

“Passenger Liability” means the legal liability of the Carrier to any passenger or other person in respect of a passenger, arising from the Carrier’s operation, ownership or possession of an aircraft, for:

- (a) injury to or death of persons who are passengers;
- (b) losses suffered or sustained by a passenger or other person as a result of the Carrier’s inability to perform, in whole or in part, the Air Service contracted for;
- (c) damage to or loss of goods in the Carrier’s charge; or
- (d) losses due to any delay in delivery of any goods in the Carrier’s charge.

“Person” means an individual, firm, corporation, association, partnership, or other legal entity, as the context requires or otherwise permits;

"Prepaid Ticket Advice" means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location.

"Reroute" means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger, or to honor the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

"Round Trip" means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions.

"Routing" means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff.

"Schedule Irregularity" means any of the following irregularities which occur on the day of departure, but does not include disruptions resulting from labour disturbances and/or strikes:

- (a) delay in scheduled departure or arrival of the carrier's flight resulting in a misconnection, or
- (b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the carrier's flights, or
- (c) substitution of equipment, or
- (d) schedule change which requires rerouting a passenger who has not been given notice of the change prior to the passenger's arrival at the airport to check in for the original flight.

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

"Self Reliant" is a person who is independent, self sufficient and capable of taking care of all his/her physical needs during flight, during an emergency evacuation or decompression, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication and does not require services from the carrier other than that which is normally offered by the carrier.

"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.

"Tariff" means this tariff of fares, rates, charges and terms and conditions of carriage applicable to the provision of Domestic Services and Charters and ancillary services thereto;

"Tax" means an amount of money collected by the carrier from the passenger pursuant to an obligation imposed by governmental authority; and

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

"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.

1.2 Currency

All rates and charges published in this Tariff 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 currency amounts published in this Tariff on the basis of local banker's rates of exchange (for the purchase of such foreign currency), as calculated on the date of signing the Air Transportation Contract.

1.3 Mileage Determination

For the purposes of computing all rates and charges under this Tariff, the mileage to be used, including both Live Flight and Ferry Flight mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the applicable flight, using the following sources in the order set out below or in combination:

- a. *Air Distance Manual* published jointly by the International Air Transport Association and International Aeradio Limited;
- b. *IATA Mileage Manual* published by the International Air Transport Association;
- c. Skyplan computer flight planning system.

1.4 Schedules

Fare Classes and Point to Point Rates, not including fees, charges and taxes are available at www.enerjet.ca or on request to the Director Marketing & Sales at:

119 – 1440 Aviation Park NE
Calgary, Alberta
T2E 7E2

Note: A copy of Company's tariffs and terms and conditions of carriage are available for public inspection at www.Company.com or upon request at all business locations.

**RULE 2
APPLICATION OF THE TARIFF**

2.1 Application

This Tariff shall apply to the Traffic and transportation of passengers and goods using aircraft operated by the Carrier in respect of:

- a. a Domestic Service;
- b. a Charter Service; and
- c. a Cargo Service.

2.2 Air Transportation Contract Requirement

No Domestic Service, Charter Service or Cargo Service shall be furnished by the Carrier under the terms of this Tariff unless an appropriate written Air Transportation Contract, in the form prescribed by the Carrier, is executed by the passenger and the Carrier in respect of a Domestic Service, the Charterer and the Carrier in respect of a Charter and the Carrier and any person in respect of a Cargo Service.

2.3 Incorporation of Tariff into Air Transportation Contract

The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a passenger (including with respect to the passenger's goods), between the Carrier and the Charterer (including with respect to the Charterer's passengers and goods) and between the Carrier and any other person, and if there is a conflict between this Tariff and that contract, this Tariff shall prevail.

2.4 Conditions of Application

Unless otherwise specified herein, all Domestic Services, Charter Services and Cargo Services provided by the Carrier under this Tariff shall be subject to the rules, rates and charges published or referred to in this Tariff in effect, from time to time, by virtue of the effective date on each page, on the date of signing of an Air Transportation Contract. Company reserves the right to offer free and reduced rate transportation for agents duly appointed by the Carrier.

RULE 3
RATES AND CHARGES - DOMESTIC SERVICE

3.1 Domestic Service Rates and Charges

The rates fees and charges applicable in respect of the provision of Domestic Services from point to point, shall be no greater than those rates set out on Company's website hereto, plus any fees and charges applicable in respect of any goods of a passenger that exceed any weight or space limitations set by the Carrier in respect of each passenger, or in respect of an aircraft and such other fees and charges:

- a. which the Carrier is entitled to levy against a passenger or goods in accordance with the further terms of this Tariff, or
- b. which the Carrier is entitled or required to levy by an airport authority, government department or agency or any other entity which provides services ancillary to transportation services.

3.2 Payment Terms

All fares are due and payable by a passenger on or by twelve o'clock midnight (Calgary, Alberta time) on the date on which the reservation is made. For reservations that are cancelled, a fee of CAD\$20.00 plus GST will be charged per reservation (not per passenger) or the equivalent in the currency in which the reservation is made. The fee is applicable only to full itinerary cancellations (so if passengers cancel one leg of the itinerary and leave the remaining reservation, no fee will apply). Passengers have the option of having full refunds (no fee is charged) put into a credit file that will be valid for one year. This fee is not charged on cancellations made to reservations on the Company website or through a GDS system. If no changes are made by the passenger prior to travel, Company guarantees that the fare paid at the time of booking shall be honored.

3.3 Passenger Cancellation, Change and Refund Terms

All fares except group fares, booked in "G" class, are changeable and cancelable by a passenger up to two (2) hours prior to planned departure of the flight to which such fare relates; provided that, in respect of such change or cancellation, the following shall apply:

- a. one-way ticketed fares except "V" and "Y" fare types – are non-refundable and subject to a CAD\$40.00 cancellation charge. If a one-way fare is canceled, the Carrier shall provide the passenger with a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was canceled, less the CAD\$40.00 cancellation charge, if applicable; Changes are permitted with change fee of CAD\$40.00 provided that, if the change resulted in a passenger paying a higher fare, then the change fee shall be equal to CAD\$40.00 plus the difference in the fare if applicable. "V" and "Y" fares permit changes to reservation without a change fee.
- b. round-trip ticketed fares shall be non-refundable and subject to a CAD\$40.00 cancellation charge; provided that if, a round-trip fare is canceled, the Carrier shall provide the passenger with a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was canceled, less the CAD\$40.00 cancellation charge; Changes are permitted with change fee of CAD\$40.00 provided that, if the change resulted in a passenger paying a higher fare, then the change fee shall be equal to CAD\$40.00 plus the difference in the fare if applicable.

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- c. notwithstanding the above, if, following the first segment of a round-trip fare, the passenger fails to complete the round-trip or second segment of that fare, the round-trip fare shall be non-refundable and non-creditable.
 - d. Where a reservation is cancelled on the same day the reservation was made; a fee of CAD\$20.00 plus GST will be charged per reservation (not per passenger) or the equivalent in the currency in which the reservation is made. The fee is applicable only to full itinerary cancellations (so if passengers cancel one leg of the itinerary and leave the remaining reservation, no fee will apply). Passengers have the option of having full refunds (no fee is charged) put into a credit file that will be valid for one year. This fee is not charged on cancellations made to reservations on the Company website or through a GDS system.
 - e. a change fee of CAD\$40.00 shall be payable by passengers for all fares other than “Y” and “V” fare classes; provided that, if the change results in a passenger paying a higher fare, then the change fee shall be CAD\$40.00 plus the difference in fare;
 - f. notwithstanding the above, the Carrier reserves the right to waive, in whole or part, the payment by any passenger of a cancellation fee or a change fee.
 - g. in any case where, in accordance with this rule, a
 - h. Fare is non-refundable, Fees, Charges, Surcharges and Taxes paid by the passenger in association with the Fare shall likewise be non-refundable.
 - h. the Fares of Passengers who fail to show up for the flight to which the Fare relates and do not otherwise cancel their reservation or change their reservation within two (2) hours of such flight, shall be non-refundable and non-creditable towards future flights;
 - i. in any case where, in accordance with this rule, a passenger is entitled to a credit towards the provision of a Fare relating to a future flight, the said credit shall include all amounts paid by the passenger, in association with the Fare, as Fees, Charges, Surcharges or Tax;
 - j. in any case where, in accordance with this rule, a passenger is not entitled to a credit in respect of a Fare, the passenger shall likewise not be entitled to a credit in respect of Fees, Charges, Surcharges and Tax paid by the Passenger in association with the Fare.

3.4 Group Fares

- a. to qualify for a group fare, 10 or more passengers must travel together on the same flight from a common point of origin to a common destination and a non-refundable–non-creditable deposit of \$50.00 per passenger shall be assessed at the time of booking.
- b. payment in full is required for all group bookings at 30 days prior to departure or made within 30 days of departure.
- c. name changes made within 24 hours prior to departure shall be assessed a change fee of CAD\$ 40.00 per name changed.

3.5 Carrier Cancellation, Change and Refund Terms

The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which fares in respect of a Domestic Service have been paid, at any time and from time to time, for any reason, without notice to any passengers affected thereby and, in connection therewith, THE CARRIER SHALL NOT BE LIABLE TO ANY PASSENGER in respect of such cancellation or change, whether or not resulting from an Event of Force Majeure; provided that, the Carrier may and reserves the right, at its sole discretion, to provide any passengers affected by such cancellation or change with:

- a. a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was canceled; or
- b. to otherwise refund to such passenger, an amount which shall not be greater than the fare paid by that passenger in respect of that flight.

RULE 4
RATES AND CHARGES - CHARTERS

4.1 Charter Service Rates and Charges

The rates and charges applicable in respect of the provision of Charter Services (the "Charter Fee") shall be as agreed to by the Charterer and the Carrier.

4.2 Payment Terms

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.

4.3 Charterer Cancellation, Change and Refund Terms

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;
 - 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;

4.4 Carrier Cancellation, Change and Refund Terms

The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which Charter Fees have been paid, at any time and from time to time, for any reason, on notice to the Charterer but without notice to any passengers affected thereby, and in connection therewith, the liability of the Carrier to the Charterer shall be limited by the terms of any Air Transportation Contract entered into by the Carrier and the Charterer in respect thereof; provided that, if the Air Transportation Contract is silent on any matter or issue of related to the Carrier's rights under this Article 4, then the provisions of this Article 4 and Article 6.1 shall govern and prevail.

4.5 Carrier's Right to Substitute Aircraft

If, for any reason, the Carrier is unable to supply the aircraft which was the subject of the Air Transportation Contract between the Charterer and the Carrier at anytime prior to or during the provision of the agreed upon Charter Service, the Carrier may furnish another aircraft of the same type or, with the consent of the Charterer, may substitute any other type of aircraft, on the same terms and conditions (including rates and charges) as specified in the Air Transportation Contract, except as follows:

- a. if the substituted aircraft is capable of carrying more passengers and goods than the original aircraft chartered, the passengers and goods which may be carried in the substituted aircraft shall be no greater than originally contracted for unless the Charterer agrees to pay the increased rates and charges applicable to the substituted aircraft; and

- b. if the substituted aircraft is smaller than the original aircraft chartered, the rates and charges payable by the Charterer in respect of the Charter Service shall be based upon the rates and charges applicable to the type of substituted aircraft.

RULE 4A
RATES AND CHARGES - CARGO SERVICE

4A.1 Cargo Service Rates and Charges

Except as may be provided in any Bulk Cargo Service Agreement, as defined in section 4A.2 below, the rates and charges (the "Cargo Fees") applicable in respect of the provision of Cargo Services from point to point, shall be no greater than those rates and charges set out in Schedule "A1" hereto.

4A.2 Bulk Cargo Service Agreement

For the purposes of this Rule 4A, a "Bulk Cargo Service Agreement" is an agreement entered into between the Carrier and any person for the transportation of Cargo, in bulk, under the terms of an agreement entered into between the parties for that purpose. If there is a conflict between the Bulk Cargo Service Agreement and this Tariff (including in relation to Cargo Fees), the terms of the Bulk Cargo Service Agreement shall prevail.

4A.3 Payment Terms

All Cargo Fees are due and payable by a person immediately upon acceptance by the Carrier of the Cargo for transportation.\

4A.4 Refunds

If, after acceptance of any Cargo for transportation, the Carrier, or any person, refuses or otherwise determines that the Cargo will not be transported by the Carrier, all Cargo Fees in relation to the Cargo shall be fully refundable and the LIABILITY OF THE CARRIER TO THAT PERSON SHALL IN NO EVENT EXCEED THE CARGO FEES PAID BY THAT PERSON ON ACCOUNT OF THE CARGO.

RULE 5
CONDITIONS OF CARRIAGE

5.1 Conditions of Carriage

The conditions of carriage set out in this Rule 5 shall apply to all Domestic Services, Charter Services and Cargo Services provided by the Carrier under this Tariff.

5.2 Carriage of Passengers

Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport or remove from an aircraft at any time, any person 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 aircrew, 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 those sanctions described in Rule

5.3 including the imposition of conditions in respect of future travel or the imposition of a temporary, indefinite, or permanent travel ban on a passenger who has engaged in any conduct or behaviour more fully described in Rule 5.3. In particular, without limiting the generality of the foregoing, the following rules apply with respect to the boarding or transportation of passengers by the Carrier:

a. Air Transportation Contract

No passenger shall be entitled to board an aircraft of the Carrier except on presentation of a valid boarding pass issued pursuant to an Air Transportation Contract, which, subject to the provisions of this Tariff, shall entitle the passenger to transportation only between the points of Origin and Destination specified therein, and in connection therewith:

- i. reservations for which fares have been paid and an itinerary issued, shall be binding upon the passenger and the Carrier; but will not be valid for boarding or transportation purposes until the passenger has secured a confirmed boarding pass;
- ii. reservations, itineraries, and boarding passes are non-transferable;
- iii. a boarding pass shall only be effective for the flight to which such boarding pass relates;
- iv. if a boarding pass is lost, the passenger shall be liable for purchasing a new boarding pass and may, upon application to the Carrier, request a refund in respect of the lost boarding pass. Such refund, less any applicable cancellation or change fees, shall be made by the Carrier if the boarding pass has not otherwise been honored for transportation or refunded to any other person, and the passenger agrees to indemnify the Carrier for any loss or damage which the Carrier may sustain as a result of making such refund.

b. Carrier Overbooking and Other Space and Weight Limitations

Passengers will only be carried within the space and weight limitations of the Carrier's aircraft, and the Carrier reserves the right to deny boarding or transport to any person in order to comply with such limitations. If this policy results in a passenger being denied boarding on an aircraft for which such passenger has paid a fare, then the following shall apply:

- i. if the passenger has not checked in at least twenty minutes before planned departure, the passenger shall forfeit his or her right to obtain a refund of any fare paid in respect of the flight;
- ii. if the passenger is denied boarding after checking in at least twenty minutes before planned departure, such passenger shall, where possible, be offered:
 - (1) boarding and transportation on another flight offered by the Carrier at a later time to such passenger's original Destination, free of charge; or
 - (2) a full refund of the fare paid by that passenger in respect of the flight; and
- iii. if a passenger elects to board another flight offered by the Carrier at a later time, and such flight is within forty-eight (48) hours of the original flight, such passenger shall, as circumstances warrant, be entitled to be compensated for taxi to and from the airport to a suitable hotel (if the later flight is not on the same day as the original flight). Accommodations (if required) and meals will be provided to such passenger at no extra charge.

c. Carriage of Passengers with Disabilities

In connection therewith, the Carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a carrier of his or her self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from the Air Crew. In addition, the following shall apply:

i. passengers with a disability will be accepted for transportation as outlined below:	
<u>Disability</u>	<u>Assistant Required</u>
Blind	No
Deaf	No
Blind and Deaf/Self-reliant	No
Blind and Deaf/ Non-self-reliant	Yes
Mental Disability/Self-reliant	No
Mental Disability/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self-reliant	Yes
Non-ambulatory/Self-reliant	No
Non-ambulatory/Non-self-reliant	Yes

Note: The maximum per flight may be limited subject to passenger safety limitations, aircraft specifications, and airport handling facilities available at departure or arrival airports.

- ii. the Carrier reserves the right to require a medical clearance from proper medical authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in the case of pregnant passenger, unborn children);
- iii. the Carrier will refuse to transport or will remove at any point, any passenger through whose actions or inaction proves to the Carrier that his or her mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he or she is accompanied by an attendant who will be responsible for caring for him or her en route, and with the care of such attendant, he or she will not require unreasonable attention or assistance from the Air Crew;
- iv. passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, over wing emergency exit rows or where the central stair may have to be used as an emergency exit or the upper deck of the aircraft;
- v. reservations should be made at least 24 hours in advance of travel, advising the Carrier as to the nature of the disability and assistance required, so that arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance;

d. Carriage of Children

- i) Accompanied - 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. Any child 2 years of age or older must occupy a seat.
- ii) Unaccompanied - carriage is to be solely on the Carrier's flight and will in no circumstance involve interlining, and only available on non-stop, one stop or two stop flights that are not connecting flights. The Carrier must be advised at least 72 hours in advance of travel. The following conditions will apply:
 - 1. Under 5 years, not accepted under any conditions.
 - 2. Ages 5 to 11 inclusive, accepted providing:
 - i. The child is brought to the airport by a parent or responsible adult.
 - ii. Reservations are confirmed through to destination.
 - iii. The child will be met and taken into custody of a responsible adult at stopovers and destination.
 - iv. The unaccompanied minor form is completed.
 - v. The parent or guardian remains at the airport for at least 30 minutes after flight departure.
 - vi. The child possesses written information showing the name and address of the responsible adult meeting the child at destination
 - vii. The flight on which space is held is not expected to terminate short of, or bypass the destination because of weather conditions.
 - viii. Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.
- iii) Handling unaccompanied children in situations involving irregular operations:
 - 1. The Carrier will advise the contact at destination if the child is to arrive at destination by other than the original flight. If the Carrier is unable to reach the contact at destination, it will advise the contact at origin.
 - 2. The Carrier will assume custody of the child in case of diversion of flight.
 - 3. Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.

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- iv) Infants - A maximum of one infant under 2 years of age not occupying a seat and accompanied by a passenger at least 12 years of age will be accepted and transported. A birth certificate is required for any infant under age 2.
 - v) Child Restraint Device - An adult traveling with an infant may reserve an adjacent seat for the purpose of the installation of an approved infant restraint device as described below:
 1. The infant must be properly secured in an infant restraint device which was manufactured on or after January 1, 1991 and which displays inspection sticker CMVSS-213 if made in Canada or is certified as conforming to all applicable U.S. Federal Motor Vehicle Safety Standards or for use onboard aircraft.
 2. Instructions for the proper use of the device and its weight and stature capacities must also be prominently displayed on the device.
 3. Use of the device may be prohibited if in the opinion of Carrier personnel the infant exceeds the prescribed capacity limits.
 4. The device shall at all times be properly secured in a seat adjacent to an accompanying adult who is familiar with the proper method of releasing the infant from the device.
 5. The device may not be located at an emergency exit row or in any seat which would prevent access to an aisle or to emergency or safety equipment.
 6. The device must be provided by the adult traveling with the infant. The Carrier assumes no responsibility for the provision of approved infant restraint devices described above.

e. Passenger Conduct/Behavior

The Carrier may impose sanctions on any person who engages in or has engaged in any conduct or behavior on the Carrier's aircraft, or to the knowledge or reasonable belief of the Carrier, on any airport property or other carrier's aircraft, that the carrier determines, in its reasonable judgement, may have a negative effect on the safety, comfort or health of that person, passengers, the Carrier's employees or agents, aircrew or aircraft or the safe operations of the Carrier's aircraft (the "Prohibited Conduct").

- a. Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:
 - i. significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board an aircraft of the Carrier;
 - ii. engaging in belligerent, lewd or obscene behavior toward a passenger or employee or agent of the Carrier;
 - iii. threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of the Carrier;
 - iv. tampering with or willfully damaging an aircraft, its equipment or other property of the Carrier;
 - v. failing to comply with all instructions, including all instructions to cease Prohibited Conduct, given by the Carrier's employees;
 - vi. unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft;
 - vii. smoking or attempted smoking in an aircraft;
 - viii. wearing or carrying dangerous or deadly weapons on aircraft (other than on duty escort or peace officers who have complied with the Carrier's guidelines).
- b. The sanctions the Carrier may impose on a person may be any one or combination of the following:
 - i. written or verbal warning;
 - ii. refusal to permit boarding of an aircraft;
 - iii. removal from an aircraft at any point;
 - iv. requiring the person, to undertake in writing to refrain from repeating the Prohibited Conduct in question and from engaging in any other Prohibited Conduct as a prerequisite to further travel with the Carrier during the probationary period that will not normally exceed one year;
 - v. refusal to transport the person on a one time basis, for an indefinite period or

permanently, as determined by the Carrier.

The Carrier reserves the right, in its reasonable discretion, to impose the sanction or sanctions it considers appropriate in the circumstances of each case considering the severity of the Prohibited Conduct. Prohibited Conduct described in paragraphs A (iii), (iv), (vi), or (viii) will usually entail the imposition of an indefinite or permanent ban from travel with the Carrier. The Carrier's customer service staff, security staff, and aircrew are individually authorized in their reasonable discretion to impose sanctions described in paragraphs B (i), (ii), or (iii) above. Members of the Carrier's customer service and security departments are authorized in their reasonable discretion to impose sanctions described in paragraphs B (iv) or (v) above and will review the circumstances of each case prior to their imposition of any such sanctions. The Carrier will provide a person with written notice of the imposition of a sanction under paragraphs B (iv) or (v) above. Any person who is given a sanction pursuant to paragraph B (v) may respond in writing to the Carrier with reasons why the Carrier should remove the sanction. The Carrier may remove a sanction imposed on a person pursuant to paragraph B (v), if, in the Carrier's reasonable discretion, and considering the person's previous conduct, the Carrier determines that the person will not engage in further Prohibited Conduct and the Carrier will communicate its decision to the person within a reasonable time.

Despite anything written elsewhere in this Tariff the Carrier's sole liability to a person whom the Carrier refuses to carry following an incident of Prohibited Conduct is to provide a refund to the person of the unused portion of the person's fare. Please refer to Rule 7 for details.

5.3 Liability of Carrier for Refusing Carriage of a Passenger

Except as otherwise provided for in this Rule 5 and to the extent permitted by law, THE CARRIER SHALL NOT BE LIABLE TO ANY PASSENGER or other person for refusing to board or transport that passenger or any person on an aircraft of the Carrier or for otherwise removing a passenger from the aircraft at any point in the flight; nor shall the Carrier be liable to any of the passengers or other person for exercising its discretion not to refuse to board or transport or remove any passenger or other person on or from the aircraft.

5.4 Carriage of Goods

Notwithstanding anything to the contrary herein contained, 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. In particular, without limiting the generality of the foregoing, the following rules apply with respect to the carriage of goods by the Carrier:

a. ***Right to Inspect***

The Carrier reserves the right to physically inspect all goods which are intended to be transported on the Carrier's aircraft and if any passenger or other person refuses to allow the Carrier to make such inspection, the Carrier shall not be obligated to carry or transport those goods.

b. ***Space and Weight Limitations***

The carriage of all goods are subject to the space and weight limitations of the aircraft and the Carrier's per passenger carry-on policy and checked baggage policies.

c. ***Acceptance of baggage***

Passengers (excluding infants) will be allowed a maximum baggage allowance of two pieces of checked Baggage per passenger to be carried without additional charge. The maximum total weight for each piece of Baggage shall not exceed 27 kilograms (60 lbs) or having combined dimensions of length, width and height of 157 cm (62 inches). Additional Baggage (in excess to the free allowance of two checked pieces) will be charged a fee of \$75.00. Overweight Baggage (in excess of 27 kg (60lbs), but not exceeding 45 kg (100 lbs)) will be charged a fee of \$40.00 per piece. Oversized Baggage (in excess of the combined dimensions of 157 cm (62 inches), but not exceeding 203 cm (80 inches) will be charged a fee of \$40.00 per item. Baggage exceeding 45 kg (100 lbs) or exceeding a combined dimension of 203 cm (80 inches), are not accepted for transport.

d. ***Inappropriately Packaged Goods and Goods Unsuitable for Flight***

The Carrier reserves the right to refuse to board or transport any goods which, in the Carrier's sole opinion, 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 in question or to otherwise prohibit the use of such good on the aircraft.

e. ***Dangerous Goods and Live Animals***

The Carrier may refuse to transport any goods which are or may be, or otherwise prohibit the use of any goods which are or may be, in the Carrier's sole opinion, dangerous or harmful to the passengers, the Air Crew or the aircraft and in particular, the Carrier shall refuse to transport goods of the following type or class or having the following properties, unless the prior written consent of the Carrier is obtained and measures satisfactory to the Carrier, in its sole discretion, are taken in the packaging of the good:

- i. firearms of any description (except firearms carried by Officers of the law traveling in the line of duty and carrying legally prescribed side-arms or other similar weapons);
- ii. explosives, munitions, corrosives and articles which easily ignite; pets, including dogs, cats and birds, which, in any event, may not be boarded or transported during the months of November 1 to March 1, and which may only be carried in the cargo compartment of the aircraft service animals excepted) pets, including dogs, cats and birds, may be transported onboard the aircraft at any time. The kennel used to transport the pet must meet all criteria in order to be carried on, and;
- iii. photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

f. ***Service and Mobility Aids***

In addition to the free baggage allowance, the Carrier will accept the following items as priority checked baggage without Charge:

- i. wheelchairs with non-spillable batteries with terminals disconnected and taped;
- ii. mobility aids such as, but not limited to manually operated wheelchairs, walkers, crutches and canes. Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the Carrier's safety regulations and provided that they may be accommodated.

g. ***Cargo***

In addition to the above, the following conditions of carriage apply to the provision of Cargo Services to any person:

- i. for the purposes hereof, the term "Cargo" and "Cargo Service" do not include, and the Carrier has no obligation to any person, to carry the following classes of goods,
 - A. fragile goods;
 - B. live animals;
 - C. liquids;
 - D. dangerous goods; and
 - E. goods weighing in excess of 25 lbs.
- iii. the determination of whether or any goods come within the above noted prohibited classes lies solely with the Carrier, and the decision of the Carrier shall be conclusive, final and binding, and may not be challenged by any person.

5.5 **Carrier's Liability for Refusing Carriage of Goods**

Except as otherwise provided for in this Rule 5 and to the extent permitted by law, THE CARRIER SHALL NOT BE LIABLE TO ANY PASSENGER or other person for refusing to board or transport any goods of that passenger or other person or for otherwise removing such goods from the aircraft at any point in a flight; nor shall the Carrier be liable to any of the passengers or other person for exercising its discretion not to refuse to board or transport or remove any good on or from the aircraft.

RULE 6
CARRIER'S LIMITATION OF PASSENGER AND GOODS LIABILITY

6.1 Limitation of Passenger and Goods Liability

Unless stated to the contrary herein, and to the extent permitted by law, the Carrier's Passenger Liability in respect of the provision of any Domestic Service or Charter Service, howsoever caused, including negligence of the Carrier, shall not exceed the limits set out in this sub-section, as follows:

- a. for injury or death to a passenger, damages in an amount not exceeding \$100,000 exclusive of legal fees and costs, per passenger, per incident;
- b. for damages suffered or sustained by a passenger as a result of the Carrier's inability, in whole or in part, to perform its obligations under any Air Transportation Contract related to a Domestic Service:
 - i. in respect of a matter otherwise dealt with in this Tariff, the amount specified in that provision;
 - ii. in respect of an Event of Force Majeure, the Carrier shall have no liability to a passenger or other person affected thereby; provided that, in such case, the Carrier may, in its sole discretion, and without any obligation on its part, offer such affected passenger, or other person:
 - (1) a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was canceled; or
 - (2) to otherwise refund to such passenger, an amount which shall not be greater than the fare paid by that passenger in respect of that flight;
- c. for damages suffered or sustained by a Charterer as a result of the Carrier's inability, in whole or in part, to perform its obligations under any Air Transportation Contract related to a Charter Service:
 - i. in respect of a matter otherwise dealt with in this Tariff, the amount specified in that provision;
 - ii. in respect of an Event of Force Majeure, the Carrier shall have no liability to a Charterer affected thereby;
 - iii. otherwise than due to an Event of Force Majeure, the Carrier's liability to the Charterer shall be limited to the amount of monies paid by the Charterer to the Carrier in respect of the Charter Service; and
- d. for damage to goods (including Cargo) in the Carrier's charge or otherwise for damages suffered or sustained due to the loss of or delay in delivering the goods, the lesser of the actual value of such proven damages, or losses and the sum of \$250.00 per passenger, per incident.

6.2 Limitations Respecting Calculation of Damage

For the purposes of determining actual value or the amount of any damages suffered or sustained in respect of the Carrier's Passenger Liability under this Rule 6, no account shall be taken of, and 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.

6.3 Carrier's Liability for Acts or Omissions of Other Persons

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.

6.4 Limitation of Actions Respecting Claims

No action may be maintained by any passenger or other person on account of the Carrier's Passenger Liability under this Tariff, unless the action is commenced within one (1) year of the occurrence of the event giving rise to the Carrier's Passenger Liability; provided that, in the case of goods, no claim may be maintained as aforesaid, unless the passenger notifies the Carrier within 24 hours of the claim arising, and presents evidence of the contents and declared value of the goods in writing to the Carrier at its head office within thirty (30) days after the occurrence of such event giving rise to the Carrier's Passenger Liability in respect of such goods.

RULE 7
Refunds – Involuntary and Voluntary

7.1 Involuntary

The amount of refund upon surrender of the unused portion of the passenger's ticket will be:

- (1) If no portion of the ticket has been used, an amount equal to the Fare and Charges paid.
- (2) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the Fare and Charges applicable to the ticket issued to the passenger and the Fare and Charges applicable to the transportation of the Passenger covered by the used portion of the ticket. In the event the equivalent Fare is not a published Fare between the point of termination and the destination or the point from which transportation is to be resumed, the refund shall be the same proportion of the normal published Fare between the point of termination and destination or the point from which transportation is to be resumed, as was applicable to the original Fare.

7.2 Refunds Voluntary

All Fares are purchased on a non-refundable basis. Unused transportation credits, less a service charge, may be applied to travel reserved within 365 days (one year) of the original reserved flight not used.

SCHEDULE "A1"
CARGO CHARGES
(In Canadian Dollars)

Charge per KG \$ 5.00

Minimum Charge \$ 40.00