

LOCAL INTERNATIONAL CHARTER TARIFF
CONTAINING
RULES, RATES AND CHARGES APPLICABLE
TO THE CHARTER OF AIRCRAFT
FOR THE
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

Special Permission No. 44354 granted by the CTA.

ISSUED DATE

April 9, 2009

ISSUED BY

Brenda Trockstad,
Director, Sales & Marketing
119, 1440 Aviation Park NE
Calgary, AB T2E 7E2

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CHECK SHEET

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|------------------------|-------------------------------|
| Title | Original |
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
| 9 | Original |
| 10 | Original |
| 11 | Original |
| 12 | Original |
| 13 | Original |
| 14 | Original |
| 15 | Original |
| 16 | Original |
| 17 | Original |
| 18 | Original |
| 19 | Original |
| 20 | Original |
| 21 | Original |
| 22 | Original |

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

TABLE OF CONTENTS

| | <u>Rule No.</u> | <u>Page No.</u> |
|--|-----------------|-----------------|
| Acceptance of Baggage or Goods | 7 | 15 |
| Application of Tariff | 2 | 6 |
| Cancellation Charges | 13 | 20 |
| Charter and Ferry Mileage Determination | 4 | 7 |
| Check Sheet | - | 1 |
| Computation of Charges | 5 | 7 |
| Conditions of Carriage | 6 | 8 |
| Currency | 3 | 7 |
| Definitions | 1 | 4 |
| Denied Boarding Compensation | 16 | 21 |
| Explanation of Abbreviations, Reference | | |
| Marks and Symbols..... | - | 3 |
| Excess Valuation Charges..... | 10 | 17 |
| Limitation of Liability - Baggage or Goods..... | 10 | 17 |
| Limitation of Liability - Passengers | 9 | 16 |
| Passenger Re-routing | 15 | 21 |
| Payment Requirements | 12 | 19 |
| Refunds | 8 | 16 |
| Substitution of Aircraft | 11 | 19 |
| Table of Contents..... | - | 2 |
| Tickets..... | 14 | 21 |
| Transportation of a Person with a Disability | 6 | 11 |
| | | |
| Table A - Rates and Charges for Entity Charters..... | - | 22 |
| Table B - Layover Charges | - | 22 |

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

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

CTA(A)Canadian Transportation Agency

IATAInternational Air Transport Association

No.Number

\$Dollar(s)

(R)Denotes reductions

(A)Denotes increases

(C)Denotes changes which result in neither increases or reductions

(X).....Denotes cancellation

(N)Denotes addition

CADCanadian

Cy.Currency

Kilo's/ Kgs.....Kilograms

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

RULE 1
DEFINITIONS

“Ad Hoc” means charter contracts of less than four rotations in total between the same point of origins and the same destination(s).

“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 charter 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 1263343 Alberta Inc., doing business as Enerjet, a body corporate licensed to provide Domestic air Services, and non-scheduled International Air Services under the CTA, and having its head office at #119 – 1440 Aviation Park NE, Calgary Alberta, Canada, T2E 7E2.

"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.

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

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

"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.

"Ferry Flight" means the movement of an aircraft without the charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.

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

"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.

"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 an aircraft unassisted.

"Non Self Reliant" means a person who is not Self Reliant.

"Origin" means the point from which a charter flight commences with the passengers or goods to be transported.

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a charter agreement.

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

"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 nor does not require services from the carrier other than that which is normally offered by the carrier.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

"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.

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

"United States of America" means the states of the United States of America and its territories and possessions.

"Warsaw Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

RULE 2 APPLICATION OF TARIFF

- (a) This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the carrier.
- (b) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the carrier, is executed by the charterer and the carrier.
- (c) Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement.
- (d) The contents of this tariff form part of the charter contract between the carrier and the charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

**RULE 3
CURRENCY**

Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

**RULE 4
CHARTER AND FERRY MILEAGE DETERMINATION**

For the purpose of computing rates and charges herein, the mileage to be used, including both charter and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule, as published in the following sources in the order listed below:

- (a) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual, published by the International Air Transport Association;
- (c) Skyplan computer flight planning system; airway data source;
- (d) And/or combination thereof.

RULE 5. 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 4 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.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- (b) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in the Table of Charges, or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour shown in the Table of Charges, provided that the charge per ferry flight shall not be lower than the minimum charge per ferry flight shown in the Table of Charges.
- (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 exceeds zero.
- (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, in accordance with Rule 10.
- (g) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for crew whenever the nature of the charter requires said crew to live away from the place at which they are normally based for a period in excess of 4 hours.
- (h) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports.
- (i) The actual cost of any special or accessorial services performed or provided at the request of the charterer.

RULE 6. CONDITIONS OF CARRIAGE

- (a) Passengers and baggage or goods will be carried within space and weight limitations of aircraft.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- (b) 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 6(g) 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 behavior more fully described in Rule 6(g). 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.
- (c) 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 Carrier's charter agreement arising from:
- (i) Labour disputes or strikes, whether of Carrier's employees or of others upon whom the Carrier relies for the fulfillment of the Charter agreement, and;
 - (i) "Force Majeure", or any other causes not attributable to the willful misconduct of Carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant Carrier any clearance, license, right or other permission necessary to the performance of Carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, Carrier will use its best efforts to fulfill its obligations including the provision of alternate means of transport.
- (d) The Charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the Charterer may, with written concurrence of the Charterer and the approval of the CTA(A) be used by the carrier for the transportation of the Carrier's own personnel or cargo or for employees of another air carrier travelling pursuant to a pass interchange agreement.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- (e) 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) Acceptance of children:
- (i) Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.
- (ii) Children under 12 years of age are not accepted for travel unaccompanied.
- (g) 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).

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- 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 8(c) for details.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

(h) Transportation of a Person with a Disability

(A) Acceptance of a passenger with a disability

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/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 airline employees.

(B) 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 |
| 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 Guideline Commercial Air Services (Carriage of non-ambulatory passengers on Large Turbo-jet Aeroplanes). Carriers are advised to refer to the current guideline for further information.

(C) 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).

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- (D) The Carrier will refuse to transport or will remove at any point, any passenger through whose actions or inactions proves to the Carrier that his or her mental or physical condition is such as to render him or her incapable of caring for himself/herself, 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.
- (E) 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.
- (F) 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.
- (G) In addition to the free baggage allowance, the Carrier will accept the following items as priority checked baggage without Charge:
- i. an electric wheelchair, a scooter or manually operated rigid-frame wheelchair;
 - ii. a manually operated folding wheelchair;
 - iii. a walker cane, crutches or braces;
 - iv. any device that assists the person to communicate better; and
 - v. any prosthesis or medical device.
- (H) 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.
- (I) Assistance to be Provided
- a. If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance:
- i. registration at the check-in counter;
 - ii. proceeding to the boarding area;
 - iii. boarding and deplaning;
 - iv. stowing and retrieving the person's carry-on baggage;

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- v. retrieving the person's checked baggage;
- vi. 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.
- vii. assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an onboard wheelchair where one is available;
- viii. serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
- ix. inquiring periodically about the person's needs while awaiting a flight after check-in, when in transit between flights and during the flight;
- x. assembling and disassembling of mobility aids; and
- xi. proceeding to the general public area or to a representative of another carrier.

b. 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.

- (J) 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 as having been trained by a professional service animal institution. Such an animal may not occupy a seat in the aircraft. For the comfort of all passengers the Carrier employees will determine, in consultation with the person with a disability, where the person and service animal will be seated. Service Animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to or death of a service animal result from the fault or negligence of the carrier, the Carrier will undertake to provide expeditiously,

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

and at its own expense, for medical care, and if necessary, replacement of the animal.

- (K) If a mobility aid is damaged or lost, the Carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the 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. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

RULE 7

ACCEPTANCE OF BAGGAGE OR GOODS

- (a) All baggage or goods presented for transportation is/are subject to inspection by the Carrier.
- (b) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- (c) Checked baggage will be accepted for carriage up to a maximum of 2 pieces per passenger to a maximum combined total weight of 20 kilo's. Baggage checked in excess of 20 kg's will be charged at a rate of \$10.00 per kg over the 20 kg limit.
- (d) If the weight, size or character renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the charterer's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:
- (i) Firearms of any description.
Firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this Subparagraph do not apply to Officers of the Law travelling in line of duty and carrying legally prescribed sidearms or other similar weapons.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- (ii) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.
- (e) Live animals are not accepted for carriage. *Not applicable to Service Animals.
- (f) Dangerous good are not accepted for carriage.

RULE 8 REFUNDS

- (a) Application for refund shall be made to the Carrier or its duly authorized Agent.
- (b) Refunds due to the Charterer are pursuant to Rule 13, Cancellation Charges.
- (c) If a portion of the agreed transportation has been completed, refund will be the difference between the rates and charges paid and the rates and charges applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

RULE 9 LIMITATION OF LIABILITY - PASSENGERS

For travel governed by the Montreal Convention

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

For travel governed by the Warsaw Convention

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

For travel governed by the Montreal Convention or the Warsaw Convention

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

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

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

For travel governed by the Warsaw Convention*

Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule.

As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

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

- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- (b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

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

NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5000 francs convert to approximately CAD \$660. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

* Notwithstanding the normal carrier liability, as contained in this tariff, 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 (see Rule 6 K).

For travel governed by the Montreal Convention or the Warsaw Convention

If the passenger or charterer does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

- (a) The amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";
- (b) No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- (c) For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD 1.00 cents for each CAD \$100.00 or fraction thereof.

Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 21 days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

RULE 11 SUBSTITUTION OF AIRCRAFT

- (a) When, due to causes beyond the control of the Carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of the Charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).
- (b) When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the Charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- (c) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.

RULE 12 PAYMENT REQUIREMENTS

- (a) Payments for a charter flight made to any person to whom the Carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the Carrier.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

- (b) 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.
- (c) Payment for a series of International Passenger Charters is due in full, 7 days prior to the first outbound departure so contracted for the series

RULE 13
CANCELLATION CHARGES

Cancellation of a series or ad hoc charter flight will be subject to the following cancellation penalties:

- (a) Ad hoc charters:
- a. Greater than 30 days prior to the first departure, the penalty is 10% of the total charter price.
 - b. Equal to or less than 30 days and up to 24 hours prior to the first departure, the penalty is 25% of the total charter price. Less than 24 hours prior to the first departure, the penalty is 50% of the total charter price.
 - c. If a portion of the agreed transportation is complete the cancellation penalties as above (a,b,c) will be applied to the difference between the total charge and the completed portion.
- (b) Series Charters (C):
- a. 0% of the contracted price for each rotation cancelled more than 45 days prior to the scheduled departure date agreed to in writing.
 - b. 10% of the contracted price charged or each rotation cancelled within 30 and 45 days prior to the scheduled departure date agreed to in writing.
 - c. 25% of the contracted price charged for each rotation cancelled within 7 and 30 days prior to the scheduled departure date agreed to in writing.
 - d. 100% of the contracted price charged for each rotation cancelled 7 days or less prior to the scheduled departure date agreed to in writing.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

**RULE 14
TICKETS**

Not applicable.

**RULE 15
PASSENGER RE-ROUTING**

Not applicable.

**RULE 16
DENIED BOARDING COMPENSATION**

Not applicable.

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

ISSUE DATE

April 9, 2009

As per CTA SP 44354

EFFECTIVE DATE

April 14, 2009

Table A**RATES AND CHARGES FOR ENTITY CHARTERS**

(in Canadian Currency)

| <u>Aircraft Type</u> | <u>Rate per Statute Mile</u> | | <u>Rate per Hour</u> | | <u>Minimum Charge per Flight</u> | |
|----------------------|------------------------------|--------------|----------------------|--------------|----------------------------------|--------------|
| | <u>Charter</u> | <u>Ferry</u> | <u>Charter</u> | <u>Ferry</u> | <u>Charter</u> | <u>Ferry</u> |

Rates are available at the Carrier's Office.**Table B****LAYOVER CHARGES**

(in Canadian Currency)

| <u>Aircraft Type</u> | <u>Free Waiting Time</u> | <u>Rate per Hour</u> | <u>Maximum Charge per</u> |
|----------------------|--------------------------|----------------------|---------------------------|
| | | | <u>Day or Fraction</u> |
| | | | <u>Thereof</u> |

Rates are available at the Carrier's Office.For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

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