

DOMESTIC CHARTER PASSENGER TARIFF

FLAIR AIRLINES LTD.

DOMESTIC CHARTER PASSENGER TARIFF

**RULES, RATES AND CHARGES APPLICABLE TO THE TRANSPORTATION OF PASSENGERS AND THEIR
BAGGAGE BETWEEN POINTS IN CANADA SOLD UNDER THE CHARTER (RESELLER) ARRANGEMENT
WITH FLAIR AIRLINES LTD. AND NEWLEAF TRAVEL COMPANY**

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Part I – General Tariff Information**Explanation of Abbreviations, Reference Marks and Symbols**

\$	Dollar(s)
(C)	Denotes Change which results in neither increases or decreases
(D)	Denotes Increase
(N)	Denotes Addition
(R)	Denotes Reduction
(X)	Denotes Cancellation
CAD	Canadian Dollar(s)
CTA	Canadian Transportation Agency
F8	Flair Airlines Ltd. operating as Flair Air and/or Flair Airlines
FLE	Flair Airlines Ltd. operating as Flair Air and/or Flair Airlines
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
N/A	Not Applicable
No	Number

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Rule 1: Definitions

“Alternative Transportation” means another flight (or flights) on the services of the same carrier.

“Baggage” means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

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

“Boarding Area” means the point where the passenger’s flight coupons are lifted and kept by the carrier or its agent or the point where the carrier or its agent examines the passenger’s boarding pass prior to the passenger being permitted on the aircraft.

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

“Boarding Time Deadline” is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

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

“Carrier” means Flair Airlines Ltd, carrying on business as Flair Air., having its head office at 5795 Airport Way, Kelowna, BC V1V 1S1, licensed to provide Domestic Charter Services under the Canada Transportation Act, and operating flights on behalf of the Re-Seller.

“Charter Contract” means a contract entered into between the Carrier and the Re-Seller for the provision by the Carrier of Charter Commercial Air Services.

“Charter Flight” means the movement of an aircraft transporting the Re-Seller's passengers, baggage or goods from the point of take off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

“Checked Baggage” means baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification tag.

“Check-in Deadline” is the time limit specified by the carrier or its agent by which the passenger must have completed check-in formalities and received a boarding pass.

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

“Destination” means the ultimate stopping place according to the contract of carriage, as shown on the ticket. In round trip itineraries, the destination and the origin are the same.

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

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

“Flair Airlines Ltd. carrying on business as Flair Air” means the Carrier, having its head office at 5795 Airport Way, Kelowna, BC V1V 1S1, licensed to provide Domestic Charter Services under the Canada Transportation Act, and operating flights on behalf of the Reseller.

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

“Good(s)” means anything that can be transported by air, including animals, but excluding mail, other than in plane load lots, and baggage.

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

“Minor” means a person who has not reached his/her twelfth (12th) birthday on the date that travel commences.

“NewLeaf Travel Company” means the Re-Seller. NewLeaf Travel Company is the exclusive Re-Seller for the NewLeaf Travel Company brand on specific flights being operated by Flair Airlines Ltd., carrying on business as Flair Air. NewLeaf Travel Company can be contacted through www.GoNewLeaf.ca or CustomerService@GoNewLeaf.ca or via phone at (204)888-HELP(4357)

“Origin” means the initial starting place of the journey as shown on the ticket.

“Overbooking/Oversold” is the result of selling more seats than the available number of seats on a flight.

“Passenger” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid charter contract or contract of carriage with the “Re-Seller”.

“Person with a Disability” includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or a mental health condition, requires services or assistance beyond those normally offered by the carrier to meet their disability-related needs.

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

“Reseller” means a person who does not operate aircraft and who purchases the seating capacity of an air carrier and subsequently resells those seats, in its own right, to the public. New Leaf Travel Company is the exclusive Reseller for the New Leaf Travel Company brand on specific flights being operated by Flair Airlines Ltd, carrying on business as Flair Air.

“Reservation” is a record, either in paper form or in electronic form, of the accommodation held by a passenger on a given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided the passenger.

“Routing” establishes the possible points via which travel may take place for a specific fare.

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“Schedule Irregularities” means the following:

- a) Delays in the scheduled departure or arrival of the carrier’s flight, or;
- b) Cancellation of flight, or omission of a scheduled stop, or;
- c) Substitution of aircraft or;
- d) Schedule changes which require rerouting of a passenger at departure time of his or her original flight.

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

“Service Animal” means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

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

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

“Ticket” means either a paper or electronic document which includes the passenger’s flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their conditions of carriage. It also has detailed information to ensure proper processing and handling. In instances where a ticket exists as an electronic document, proof of purchase may be provided in the form of an itinerary/receipt.

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

Charter Services applicable between the Carrier and the Reseller

Rule 2: Application of Tariff

(A) General

1. This tariff is applicable to the transportation of passengers and their baggage or goods in charter service to the Re-Seller, on aircraft operated by the Carrier.
2. Charter service will be furnished under the terms of this tariff only after an appropriate written charter contract, in the form prescribed by the Carrier, is executed by the Re-Seller and the Carrier.
3. The charterer shall enter into a contract with the Carrier pursuant to this tariff setting forth the dates of carriage, the places of origin and destination, any agreed stopping places, the number of seats of the aircraft to be provided, the type of aircraft, the charter price and terms of payment, allowable baggage, the cargo capacity available in space and/or weight and such other particulars as may be determined by the charterer and the Carrier.
4. 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 contract between the Carrier and the reseller.
5. The contents of this tariff form part of the charter contract between the Carrier and the Re-Seller 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.
6. The Carrier will be responsible for the furnishing of transportation only over its own lines.
7. With respect to the Carrier, this tariff is only applicable to business being conducted with the Reseller as defined.

No agent, employee or representative of the Carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the Carrier.

(B) Passenger Recourse

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

In the case of dispute with the Carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier or their agent. If the passenger has attempted to resolve a complaint with the Carrier or their agent and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

Rule 3: Protection of Personal Information

(A) Accountability

The Carrier is responsible for personal information under their control.

The Carrier uses contractual means to ensure that the passenger's personal information is afforded protection whenever a third party is used to perform services on the Carrier's behalf, including, without

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limitation, services relating to information technology, data processing and storage, research, marketing, conducting surveys and customer relations. In some cases, these third party Carrier may be located outside Canada and may be required to disclose information to government authorities in those countries.

Should the passenger have any questions regarding the Carrier's policy with respect to the protection of personal information or concerns with respect to the Carrier's handling of personal information, the Carrier may be contacted at: personalinfo@flairair.ca.

(B) Identifying Purpose of Collection

When a passenger purchases an airline ticket or makes a flight booking, or when a third party does so on the passenger's behalf, the Carrier will require that certain personal information related to the passenger be provided to complete the transaction. This may include the passenger's name, gender, address, e-mail address, telephone number, and information related to the passenger's form of payment. This information is required to identify the passenger, in order to contact the passenger, and to complete the purchasing process.

Information required by Government Authorities

There may be situations in which the Carrier is required by government authorities to collect, use or disclose personal information about a passenger, without the passenger's knowledge or consent. Information that carriers are required to collect by government authorities, as a result of the passenger's boarding location and destination, may include: the passenger's full name; date of birth; citizenship; gender; passport number and country of issuance; visa number; permanent resident card number; the means by which the passenger paid for his or her flight; details as to how it was booked; and any other personal information collected by the Carrier as set out in this policy or as required by such government authority.

Information collected for Additional Services or Marketing and Related Purposes

When the Carrier is requested to provide additional services, for example, the provision of special meals, oxygen or stretcher services, accommodation for passengers with disabilities or to oversee the travel of unaccompanied minors, etc. the Carrier or their agent may collect additional personal information not otherwise required.

Personal information collected from passengers may also be used for marketing and related purposes.

(C) Consent

The Carrier will collect, use and disclose personal information about the passenger with the passenger's knowledge and consent, unless otherwise required or allowed by law. Prior to collecting personal information, the Carrier will identify the purposes for doing so and limit the collection, use and disclosure of personal information to those purposes.

Generally, the Carrier will collect personal information from the passenger, and use it and disclose it with consent received from the passenger or from someone on the passenger's behalf.

If the Carrier identifies a new purpose for using or disclosing the passenger's personal information, unless otherwise required by law, the Carrier or their agent will contact the passenger to obtain his or her consent for the new use or disclosure and the Carrier may use the passenger's contact information, including the passenger's e-mail address, to do so.

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There may be certain circumstances where personal information can be collected, used, or disclosed without the knowledge and consent of the passenger. For example, legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the detection and prevention of fraud or for law enforcement, seeking the consent of the passenger might defeat the purpose of collecting the information. Seeking consent may be impossible or inappropriate when the passenger is a minor, seriously ill, or has a mental health condition.

Withdrawal of Consent

A passenger may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. The Carrier or their agent will inform the passenger of the implications of such withdrawal.

To request a withdrawal of consent, please contact us at: personalinfo@flairair.ca.

Third Party Bookings and Changes to Bookings

If a third party, including a family member, friend, or work colleague, seeks to make a booking on a passenger's behalf, that third party may be asked to provide the Carrier with the same personal information that the Carrier would normally collect from the passenger directly in order to complete the transaction. Unless and until the Carrier is advised otherwise, the Carrier considers that such a third party has the passenger's consent and authorization to provide the Carrier with the passenger's personal information and make bookings (and changes thereto) on the passenger's behalf in accordance with the carrier's privacy policy set out in this tariff. Please note that the collection, use and disclosure of the passenger's personal information by a third party is subject to the passenger's dealings with the third party and any applicable privacy policies and practices the third party may have.

If a third party who has booked the passenger's current flight or other travel service or who otherwise has the passenger's full name and booking reference, contacts the Carrier and seeks information on the passenger's booking or wishes to make changes to it, the Carrier will disclose the passenger's booking information. The Carrier will also allow such third party to make changes to the passenger's booking as the Carrier will conclude that the passenger has given the third party his or her consent to do so. If the passenger does not want a third party to be able to obtain information on or make changes to the passenger's booking, the passenger should not share the passenger's booking reference with the third party.

(D) Limiting Collection

The Carrier will limit the collection of personal information to that which is necessary to fulfill the purposes for which it was identified by the Carrier.

Passengers who do not wish to be contacted about special offers or for marketing, research, and survey purposes or any other reason not directly linked to the provision of purchased services on a specific flight, should advise the Carrier of their preference at the time of booking.

(E) Limiting Use, Disclosure and Retention

The knowledge and consent of the passenger are required for the collection, use, or disclosure of personal information. If the Carrier uses personal information for a new purpose, the Carrier must document it, inform the passenger and obtain the passenger's consent once again.

The Carrier will not use or disclose the passenger's personal information for purposes other than those for which it was collected without the passenger's consent or as required by law. The passenger should

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understand that all carriers are required by security laws in several countries to give border control agencies access to passenger data. Accordingly, any information the carrier holds about a passenger and his or her travel arrangements may be disclosed to the appropriate authorities of any country on the passenger's itinerary.

Passenger information is retained for as long as necessary to fulfill the purposes for which it was collected or as required by law. Afterward, the information is destroyed, erased or made anonymous.

(F) Accuracy

Personal information will be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

The carrier will provide the means to ensure that a passenger can update his/her personal information when necessary to do so.

(G) Safeguards

Personal information will be protected by the Carrier through security safeguards appropriate to the sensitivity of the information.

(H) Openness

The Carrier will make readily available to a passenger, specific information about its policies and practices relating to the management of personal information.

(I) Individual Access

Upon request, a passenger will be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. The passenger will be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

Any request for this access must be made by contacting the Carrier at: personalinfo@flairair.ca.

All requests will require 7 to 10 business days to process. For passengers who require alternative formats to complement or replace conventional print products will have their requests addressed to the communication needs of the person's disability.

(J) Challenging Compliance

A passenger will be able to inquire or complain to the Carrier about their compliance with its practices relating to the management of personal information. Inquiries or complaints may be sent to the designated individual(s) accountable for the Carrier's compliance at: personalinfo@flairair.ca.

Rule 5: Taxes**(A) General**

The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the Carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.

Rule 7: Payment Requirements for Charter Services

(A) General

The charter Price and the terms of payment between the Carrier and the Re-Seller are set out in the charter agreement between the Carrier and the Reseller and these terms are confidential.

Rule 8: Space, Weight and Capacity Limitations

(A) General

1. Passengers and baggage or goods will be carried within space and weight limitations of aircraft.
2. The Re-Seller will be charged for the complete capacity of the aircraft, regardless of the space to be utilized.

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Rule 9 Cancellations

Cancellations are permitted up to 120 days prior to flight, after this date all monies are non-refundable.

Rule 10 Subcontracting

The Carrier may, without notice and subject to any necessary approval of the CTA or other government authority, sub-contract a charter flight. In the event that the Carrier sub-contracts a charter flight, the charter price to the Reseller shall not be increased in respect of such flights. The Reseller shall not wholly or partially sub-contract any charter flight without obtaining the written consent of the Carrier. In the event of a sub-contract, the Reseller shall remain liable to the Carrier for full performance of his/her obligations under the relevant Charter Contract.

CONDITIONS OF CARRIAGE APPLICABLE TO PASSENGERS AND THEIR BAGGAGE**Part II – Before Departure****Rule 13: Check in and Boarding Times****(A) Passenger's Responsibility**

The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (C) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision.

(B) Check-in Time Limits

Travel	Passengers	Passengers requiring special assistance****
Check-in time cut-off*	60 minutes	90 minutes
Check-in/baggage drop-off deadline**	60 minutes	90 minutes
Boarding gate deadline***	30 minutes	40 minutes

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

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

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

******Passengers with special assistance:** The Carrier has taken into consideration those passengers requiring special assistance (person traveling with an infant or child or person with a disability) might require additional time to meet the times outlined in the Check-in Time Limits table. To ensure that passengers who require special assistance are not rushed, the Carrier has amended the check-in, baggage drop off and the boarding gate deadlines for passengers who require special assistance.

(C) CONFIRMATION OF RESERVED SPACE AND SEAT SELECTION**Seat selection and applicable fees**

A passenger holding a confirmed reservation may pre-select a seating assignment, where and when available, for the reserved flights. Such pre-selected seating assignment is not guaranteed and will be subject to cancellation without refund if the passenger fails to meet check-in time limits stated in (B) above prior to scheduled departure time. Subject to the exceptions outlined hereunder, a seat pre-selection charge of between CAD\$10.00-CAD \$30.00 per passenger per segment is applicable for all flights within Canada depending on the seat.

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(D) Failure to Occupy Seats

If the passenger fails to meet the time limits specified in the above chart, the Carrier or their agent may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the Carrier may not be able to transport the passenger's baggage. The Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

Note: It is recommended that the passenger provide the carrier with a point of contact (e-mail address and/or telephone numbers) in case the Carrier or their agent must communicate with the passenger prior to his/her departure or at any point during the passenger's itinerary.

The Carrier has an obligation to make a reasonable effort to inform its passengers of any delays or schedule changes. **(See Rule 21(B) 5.)**

Rule 14: Administrative Formalities - Travel Documents, Customs and Security**(A) General**

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

(B) Security Inspection

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

Rule 15: Baggage Acceptance**(A) Applicability**

These rules apply to transportation of baggage on the services of the Carrier. See "**Appendix A**" for specific details and dimensional limitations.

Note: The Carrier has appointed the reseller or the reseller's authorized agent to oversee the acceptance of baggage under the conditions of this Tariff.

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See "**Appendix A**" for all associated fees charged by Reseller. Where charges and fees are referred to within this section, the reseller will be responsible for determining and posting said fees and, the reseller or their agent will be responsible to collect said fees.

General Conditions of Acceptance of Checked and Unchecked Baggage

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

1. Checked Baggage

- (a) There is no free passenger checked baggage allowance.
- (b) Once the Carrier or their agent takes possession of the passenger's checked baggage, the Carrier or their agent will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.
- (c) Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the Carrier decides that it is impractical to carry the baggage on the same aircraft. In case of delay, the Carrier will take necessary steps to inform the passenger on the status of the baggage and arrange to deliver the baggage to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.
- (d) For Size, weight limitations and fees charged to transport Checked Baggage – See "**Appendix A**"

(e) Checked Baggage Allowance:

Type of Service	Maximum Number of Checked Bags Permitted	Weight Per Bag	Dimension Per Bag
Economy Class	3 bags	23 kg (50lbs)	Combined dimension of each checked bag must not exceed 158 cm.

Note: This provision does not apply to aids for persons with disabilities. See Rule 18(F)

- (f) Unchecked Baggage (Carry-on baggage) A free allowance of single piece of unchecked (carry-on) baggage per passenger is permitted for under seat storage only.
- (g) Unchecked baggage must be within the Carrier's size and weight limits to be taken onboard the aircraft.
- (h) Unchecked baggage must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.
- (i) For Size, weight limitations and fees charged to transport all other Unchecked baggage – See "**Appendix A**"

Note: This provision does not apply to aids for persons with disabilities. See Rule 18(F).

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2. Objects which are not suitable for carriage as checked baggage (e.g. delicate musical instruments) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice and arrangement is made a minimum of 48 hours prior to flight, and where the carrier agrees to carry the object.

Note: Applicable fees will be applied per the Reseller's Terms and Conditions which include applicable rates. Passengers should contact the Re-Seller about applicable rates.

Note: The Carrier at all time reserves the right to limit baggage based on the operational, volumetric or weight limitations of the aircraft.

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(B) Collection and Delivery of Baggage

1. The passenger has the right to retrieve his or her baggage without delay.
2. Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
3. If the passenger claiming the checked baggage is unable to produce his/her portion of the baggage identification tag and identify the baggage by means of its baggage identification tag the Carrier or their agent must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
4. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 26(D), by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

(C) Excess Value Declaration Charge

Neither the Carrier nor the Re-Seller provide any method for insuring for excess valuations. See Rule 26 for the Carrier's limitation of liability.

Note: This provision does not apply to aids for persons with disabilities. (See Rule 18(F))

(D) Items Unacceptable as Baggage

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

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
3. Items, which in the Carrier's opinion are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
4. Live animals except as provided in Rule 19, Acceptance of Animals (Service Animals and Pets).
5. Firearms other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed.
6. Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the Carrier's discretion, provided they are suitably packed.
7. The passenger shall not include in the checked baggage fragile or perishable items including, but not limited to delicate musical instruments, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

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(E) Right to Refuse Carriage of Baggage

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

Note: This provision does not apply to aids for persons with disabilities. See Rule 18(F)

(F) Right of Search

The Carrier or its agent may request the passenger to permit a search to be conducted of his/her person and baggage. The Carrier or its agent may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of or the baggage contains items mentioned in (F) above or any arms or ammunition which have not been presented to the Carrier or its agent. If the passenger refuses to comply with the request for search, the Carrier or its agent may refuse to carry the passenger and/or his/her baggage.

(G) Perishable Items

The Carrier or its agent will accept perishable items as part of the passengers checked baggage allowance. However, these items must be marked as "perishable" and must be properly packaged for transport. All perishable items must be packaged in a leak-proof container. Items which are not packaged in accordance with this policy will be prohibited for transport. Neither the Carrier nor the Re-Seller will accept any liability for spoilage; this includes any delays that might incur or have incurred in the duration of the passengers travels with the Carrier.

(H) Wheelchairs

The Carrier will permit passengers to check-in their manual or electric (battery-powered) wheelchairs or mobility aids, free-of-charge as priority checked baggage, regardless of the fare type purchased provided that:

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

Note: In the case of electrical devices, the batteries meet the requirements set out in IATA Dangerous Goods Regulations

(I) Strollers

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When traveling with a child, the carrier permits the guardian passenger to check two(2) of the following items per child or infant as checked baggage, free of baggage charges and regardless of the fare type purchased:

1. Stroller or pusher;
2. Porta cot and bedding;
3. Infant car seats; and
4. Portable high chairs.

(J) Sporting Equipment

The Carrier will accept sporting equipment if it is packed appropriately (to avoid damage) and that it meets the checked baggage/overweight/oversize baggage size and weight restrictions. Items over 23kg (50lbs) or the dimensional limitations will be subjected to the overweight/oversize baggage fees. Prior arrangements with Re-seller must be made before such items can be transported by the carrier a minimum of 48 hours prior to scheduled departure.

(K) Firearms

Firearms for hunting and sporting purposes may be accepted as checked baggage in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations. Firearms, other than for hunting and sporting purposes are prohibited from carriage as baggage. Prior arrangements with Re-seller must be made before such items can be transported by the carrier..

The Carrier will accept firearms for travel if the items are packed in accordance with the following requirements:

1. Each firearm is carried in an appropriate firearm case and is locked;
2. Each firearm carried is accompanied by the appropriate firearm certificate and signed declaration;
3. Each firearm is unloaded; and

The passenger will have no access to the firearms once these items have been checked in. Extra and overweight baggage charges will apply if any bag exceeds the check baggage allowances for the fare type. No ammunition will be carried.

Part III – At the Airport/During Travel**Rule 16: Acceptance of Children for Travel****(A) General**

1. Infants, and Children under twelve (12) years of age, accompanied in the same cabin by a passenger eighteen (18) years of age or older, will be accepted for travel.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.

Infants

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1. Infants under two (2) years of age on the date of travel do not require a seat.
2. Infants under two (2) years of age do not require that a seat be purchased if they are sitting on an accompanying passenger's lap.
3. Only one infant under the age of two (2) years may be held in the lap of an accompanying passenger eighteen (18) years or older.
4. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or where a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
5. An infant under two years (2) of age at the time of departure but reaching their second (2nd) birthday during the continuing/return flight(s) will require a seat to be purchased for the continuing/return flight(s). The seat must be purchased through the Reseller.
6. Infants less than two (2) years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device and a seat must have been purchased to accommodate the child restraint device.

Children

1. All children, two years (2) of age or older, must have purchased and been assigned a seat.
2. All children, twelve (12) years of age or older, will be able to travel unaccompanied without supervision on non-stop flights, and will be considered to be an adult for transportation purposes.
3. All children, eighteen (18) years of age or older, may accompany other infants and children under five (5) years old.
4. All children over five (5) but under twelve (12) years of age are accepted for transportation without restriction when accompanied by a passenger at least eighteen (18) years of age. When accompanied by a passenger at least eighteen (18) years of age or older, they will be considered as a child for the purposes of travel.

(B) Acceptance of Infants and Children**For travel within Canada**

Age	Accepted	Conditions
0 days to 23 months (infant)	Yes	Infants must be accompanied by a passenger who is eighteen (18) years of age or older. Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap. An infant for whom a seat is purchased must be properly secured in an *approved child restraint device and a seat must have been purchased at the applicable adult price charged by the Reseller.

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2 to 12 years old (child)	Yes	A Child must be accompanied by a passenger of 18 years or older. When accompanied by a ticketed passenger 18 years of age or older for the entire trip, these passengers are considered to be a child for the purpose of air travel and will pay the applicable price for a seat at the child rate purchased through the Reseller. The use of an approved child restraint device is optional for children age two and up.
12 years of age and older	Yes	These passengers are eligible to travel unaccompanied and unsupervised on non-stop flights. These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult price purchased through the Reseller.

*To view Transport Canada's Advisory Circular on Child Restraint Systems, please see:

<https://www.tc.gc.ca/eng/civilaviation/ops/vs/management/services-referencecentre-ac-600-605-003-493.htm>

(C) Documentation

1. For travel within Canada, passengers under 18 years of age must carry identification such as a passport; an original birth certificate or a non-government photo ID, e.g. student card.
2. In addition to the above, the Carrier may require presentation of the following documents when children are accompanied by an adult and;
 - (a) Documents establishing legal custody;
 - (b) Parental consent letter authorizing travel;
 - (c) Death certificate if one parent is deceased;

(D) Seat assignment for Children

Carrier will make reasonable efforts to ensure that children under the age of twelve (12) are seated with their accompanying parent or guardian prior to check-in, at time of check-in, during the boarding process at the gate and on board the flight.

The Carrier's supplemental policies with regards to seat assignment for children are:

- a. The possibility of selecting adjoining seats online; Passengers can select a non-preferred economy class seat free of charge, subject to availability, at time of online check-in, which commences 24 hours prior to departure.
- b. If unavailable online and if requested by the customer, check-in agents attempting to locate adjoining seats at check-in;
- c. If efforts are unsuccessful at check-in, gate agents attempting to locate adjoining seats at boarding, or if unavailable, requesting volunteers to change seats;
- d. If efforts are unsuccessful at boarding, flight attendants requesting volunteers to change seats on-board.

If the flight attendants are not able to seat the child(ren) with their accompanying parent or guardian, notwithstanding the above, the flight attendant will provide the child with a safety briefing.

Rule 17: Unaccompanied Minors -

The Carrier does not offer unaccompanied minor services.

Rule 18: Carriage of Persons with Disabilities

In the case of code-share, passengers are advised that the carriage of persons with disabilities rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

(A) Acceptance for Carriage

The Carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the Carrier will provide a written explanation to the person for the decision to refuse carriage at the time of the refusal.

(B) Acceptance of Declaration of Self-Reliance

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

See also: Rule 24(A)6.(d), Refusal to Transport, Passenger's Condition, Medical clearance

(C) Medical Clearance

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

See also: Rule 24(A)6.(d), Refusal to Transport, Passenger's Condition, Medical clearance

(D) Advance Notice

Where a passenger requests a service set out in this rule at least 72 hours prior to departure, the Carrier or the Re-Seller will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, the Carrier will make a reasonable effort to provide the service.

(E) Seating Restrictions and Assignments

When a person identifies the nature of his or her disability, the Re-Seller will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment. Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations. Persons with

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disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

(F) Acceptance of Aids

The Carrier will permit passengers to check-in their manual or electric (battery-powered) wheelchairs or mobility aids, free-of-charge, in addition to the checked baggage allowance, regardless of the fare type purchased provided that:

The Carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:

1. a wheelchair, manual or electric (except when aircraft design does not permit carriage of the mobility aid);
2. In the case of electrical devices, the batteries meet the requirements set out in IATA Dangerous Goods Regulations
3. A walker, a cane, crutches or braces;
4. Any device that assists the person to communicate; and
5. Any prosthesis or medical device.

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

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

The assembling and disassembling of mobility aids is provided without charge.

Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

Note: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 26(B)4., Mobility aids.

(G) Manually Operated Wheelchair Access

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

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

(H) Service Animals

The Carrier will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution. For the comfort of all passengers, the Carrier or their agent will determine, in consultation with the person with a disability, where the person and Service Animal will be seated. The Carrier will assign a seat to the person which provides sufficient space for the person and the Service Animal and the Carrier will permit the Service Animal to accompany the

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person on board the aircraft and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

See also: Rule 19, Acceptance of Animals (Service Animals and Pets), and for provisions related to limitations of liability regarding Service Animals, refer to Rule 26 (A), and for Animals refer to Rule 26(B)11.

(I) Services to be Provided to Persons with Disabilities

The Carrier and Re-Seller will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure. The Carrier and Re-Seller will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

1. Assisting with registration at the check-in counter;
2. Assisting in proceeding to the boarding area;
3. Assisting in boarding and deplaning;
4. Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
5. Assisting in moving to and from an aircraft lavatory;
6. Assisting in proceeding to the general public area;
7. Transferring a person between the person's own mobility aid and a mobility aid provided by the Carrier;
8. Transferring a person between a mobility aid and the person's passenger seat;
9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
10. Inquiring periodically during a flight about a person's needs; and
11. Briefing individual passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.

(J) Boarding and Deplaning

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

(K) Communication and Confirmation of Information

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made in visual, verbal and/or written format to persons with disabilities who request such a service.

The Carrier will supply a written confirmation of services that it will provide to that person.

Modification to reflect that pre-boarding can occur upon request of the person with a disability as well as a requirement by the Carrier, will also be accommodated by the Re-Seller or their agent.

(L) Inquire Periodically

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

Rule 19: Acceptance of Animals

These rules apply to transportation of animals in the cabin of the aircraft on the services of the Carrier.

Note: The Carrier has appointed the reseller or the reseller's authorized agent to oversee the acceptance of animals under the conditions of this Tariff.

See "**Appendix A**" for all associated fees charged by the Reseller. Where charges and fees are referred to within this section, the reseller will be responsible for determining and posting said fees and, the reseller or their agent will be responsible to collect said fees.

The Carrier will agree to carry animals subject to the following conditions:

(A) General

1. No animals will be accepted as checked baggage.
2. Advance arrangements must be made with the reseller or their agent before any animal will be accepted for carriage. (minimum 48 hours prior to flight)
3. The Carrier will accept for carriage in the passenger cabin of the aircraft animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
4. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier. The kennel/cage must fit under the seat in front of the passenger

Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

5. An animal and its container will incur excess baggage charges will apply and the passenger will be obliged to pay the applicable charges.

Note: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service Animals will be carried free of charge.

6. A maximum of four (4) animals will be accommodated in the cabin per flight.
7. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.

Rule 20: Ground Transfer Services

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(A) General

1. Neither the Carrier nor the Re-Seller maintains, operates or provides ground transfer services between airports or between airports and city centres.
2. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the Carrier or the Re-Seller.
3. Any effort by an employee, agent or representative of the Carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier liable for the acts or omissions of such an independent operator.

Rule 21: Schedule Irregularities**(A) Applicability**

This rule applies to all passengers irrespective of the price which they have paid for transportation.

(B) General

1. The Carrier will make all reasonable efforts to transport the passenger and his/her baggage with reasonable dispatch.
2. Times shown in charter contracts or passenger tickets or elsewhere are approximate and not guaranteed and form no part of the charter contract.
3. The Carrier will not be responsible for errors or omissions either on passenger tickets or other representation of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
4. The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure.
5. The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
6. In the case of schedule irregularities, the Carrier will give priority for assistance to any person with a disability.

(C) Passenger Options - Re-Rerouting or Refund

1. Given that a passenger has a right to information on flight times and schedule changes, the Carrier will make reasonable efforts to inform passengers of schedule irregularities and to the extent possible, the reason for the schedule irregularities.
2. In the event of a schedule irregularity, within the Carrier's control, the Carrier or their agent will present the passenger with the following options:

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- (a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked; or,
- (b) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time, at no additional charge; or,
- (c) If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if the carrier is unable to perform the option stated in (a) or (b) above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket, at no additional charge.
- (d) Should the alternate choice proposed by the Carrier or their agent not meet the passenger's satisfaction, The Carrier will direct the customer to contact the reseller. Contact the reseller for credit and refund policies and procedures.

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

3. In the event of a schedule irregularity, not within the Carrier's control (e.g. Force Majeure), the carrier will provide the following:
 - (a) The Carrier or their agent will offer the passenger the choice to travel on another of its flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination, at no additional charge.
 - (b) Should the alternate choice proposed by the Carrier or their agent not meet the passenger's satisfaction, The Carrier will direct the customer to contact the reseller. Contact the reseller for credit and refund policies and procedures.

(D) Right to Care

1. In addition to the provisions of this rule, in case of a schedule irregularity within the carrier's control a passenger will be offered the following:
 - (a) For a schedule irregularity lasting longer than 4 hours, the Carrier or their agent will provide the passenger with a meal voucher.
 - (b) For a schedule irregularity lasting more than 8 hours or overnight, the Carrier or their agent will provide overnight hotel accommodation and airport transfers for the passenger. The Carrier is not obligated to provide overnight accommodation for passengers at the first airport of departure appearing on the ticket.
 - (c) If passengers are already on the aircraft when a delay occurs, the carrier will offer non-alcoholic beverages and snacks if it is safe, practical and timely to do so. If the delay exceeds ninety (90) minutes and circumstances permit, the carrier will offer the passenger the option of disembarking from the aircraft until it is time to depart.

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Rule 22: Denied Boarding and Overbooking

Neither the Carrier nor the Re-Seller will overbook.

Rule 24: Refusal to Transport**(A) Refusal to Transport - Removal of Passenger**

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

1. Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

- a) Comply with any government regulation; or,
- b) Comply with any government request for emergency transportation; or,
- c) Address force majeure.

2. Search of Passenger and Property:

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

3. Proof of Identity/Age

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

Applicable only to travel within Canada:

Note: The carrier is obliged to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.

The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender; or two pieces (without photo) of government-issued identification at least one of which shows the passenger's name, date of birth and gender.

4. Failure to Comply with Carrier's Rules and Regulations

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

5. Passenger's Condition

- (a) When the passenger's actions or inactions prove to the Carrier's that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:

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- (i) the passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,
- (ii) the passenger complies with requirements of Rule 17, Carriage of Persons with Disabilities.

Exception: (for transportation within Canada) the carrier will accept the determination of a person with a disability as to self-reliance as per Rule 17, Carriage of Persons with Disabilities.

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

- (b) When the passenger has a contagious disease.
- (c) When the passenger has an offensive odour.

Medical clearance

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

Note: Pregnant passengers:

- (i) An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 32nd week of her pregnancy without a medical certificate.
- (ii) An expectant mother who is in or beyond the 32nd week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

6. Failure to Provide a Suitable Escort

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

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

- (a) Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- (b) Request for carriage is made at least 48 hours before scheduled departure.

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- (c) Acceptance is for online travel only.
- (d) The escort must accompany the escorted passenger at all times.
- (e) Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

(B) Passenger's Conduct - Refusal to Transport - Prohibited Conduct and Sanctions**1. Prohibited Conduct**

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

- (a) The person, in the reasonable judgement of a responsible employee of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- (b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of the Carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or Carrier's employees, interfere with a crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate flight operations.
- (c) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- (d) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- (e) The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- (f) The person smokes or attempts to smoke in the aircraft.
- (g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
- (h) The person is barefoot.
- (i) The person is inappropriately dressed.
- (j) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
- (k) The person has resisted or may reasonably be believed to be capable of resisting escorts.

2. Carrier Response to Prohibited Conduct

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Where, in the exercise of its reasonable discretion, the carrier decides that the passenger has engaged in prohibited conduct described above, the carrier may impose any combination of the following sanctions:

- (a) Removal of the passenger at any point.
- (b) Probation: At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (c) Refusal to Transport the Passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.
- (d) The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
 - (i) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
 - (ii) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
 - (iii) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
 - (iv) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in 2. above.

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

(C) Recourse of the Passenger/Limitation of Liability

1. The Carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger enroute for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 27(B), Involuntary Refunds.

Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this tariff.

2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft.

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Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.

3. The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

Rule 25: Tickets**(A) General**

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

Part IV - After Travel**Rule 26: Limitations of Liability**

Applicable to transportation within Canada

(A) Laws and Provisions Applicable**Liability in the case of death or bodily injury of a passenger**

1. The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$100,000 CAD.
2. In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
3. The carrier is not liable:
 - (a) In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - (b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

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

4. The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:
 - (a) The liability of the Carrier is limited to \$1500CAD for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked.
 - (b) If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the Carrier shall be wholly or partly exonerated from its liability to

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the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

Unless the passenger proves otherwise:

- (i) All baggage checked by the passenger will be considered to be the property of that passenger.
- (ii) A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
- (iii) Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.

Service animals

Should injury or death of a Service Animal result from the fault or negligence of the Carrier, the Carrier will undertake to provide, expeditiously and at its own expense, medical care for or replacement of the service animal.

Note: this provision is not applicable to a person with a disability's mobility aid.

(B) Limitations of Liability

1. The Carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the passenger by the Carrier or their agents in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. The Carrier is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier or their agents.
2. The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with same or out of any cause beyond the Carrier's control.
3. The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.
4. The Carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.
5. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 14, Baggage Acceptance, nor for the damage to, or damage caused by, fragile articles described in Rule 14, Baggage Acceptance, which are unsuitably packed.

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6. The Carrier may refuse to accept any articles that do not constitute baggage as this term is defined in Rule 14(A), but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the baggage and the Carrier's limit of liability.
7. Liability of the Carrier for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the passenger also has a right of action against the first or last carrier involved in the transportation.
8. In the case of unchecked baggage, the Carrier is liable only to the extent that the damage resulted from its fault or that of its servants or agents.
9. Any exclusion or limitation of liability of the Carrier under this tariff or under the passenger's ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.
10. The owner of a pet or service animal will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision and the Carrier will not be responsible if any pet is refused transportation.
11. Mobility aids - Note: Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

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

- (a) The Carrier will immediately provide a suitable temporary replacement without charge;
- (b) If a damaged aid can be repaired, in addition to (a) above, 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;
- (c) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the Carrier will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

(C) Time Limitations on Claims and Actions

1. No action will be taken against the Carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the carrier within:
 - (a) 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,
 - (b) 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss).
2. In the case of damage to checked baggage, the passenger must complain to the Carrier or their agent immediately after discovery of damage, and at the latest, within seven days from receipt of the baggage.

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3. Any claim against a carrier will be extinguished unless an action is brought within two (2) years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

(D) Overriding Law

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

(E) Modification and Waiver

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

(F) Gratuitous Transportation

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

Rule 27: Refunds**(A) General**Applicable to the Carrier and the Reseller

1. Application for refund shall be made to the carrier or its duly authorized Agent.
2. If a portion of the agreed transportation has been completed, refund will be the difference between the 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.

DOMESTIC CHARTER PASSENGER TARIFF**APPENDIX A****Baggage**

Description	Dimensions	Weight	Website Booking	Airport Check-In	At the Gate
Carry-On Cabin Baggage (under seat)	Maximum 16cm x 33cm x 43cm (6 in x 13 in x 17 in)	Maximum 10kg (22 lb)	No Charge	No Charge	No Charge
Carry-On Cabin Baggage (overhead bin)	Maximum 23 cm x 40 cm x 55 cm (9 in x 15.5 in x 21.5 in)	Maximum 10kg (22 lb)	\$30.00	\$40.00	\$80.00
First Checked Bag	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	\$25.00	\$35.00	\$70.00
Second Checked Bag	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	\$35.00	\$45.00	\$90.00
Each Additional Bag (limit 3 bags in total to include 1 st & 2 nd checked bag)	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	\$75.00	\$100.00	\$125.00
Overweight Charge A*	Maximum 158 cm (62in) in total linear dimensions	23-32kg (50-70lb)	\$75.00	\$100.00	Not Available
Overweight Charge B**	Maximum 158 cm (62in) in total linear dimensions	33-45kg (71-100lb)	\$100.00	\$150.00	Not Available
Oversize Charge (if not overweight)	158-292cm (63-115in)	-	\$75.00	\$100.00	Not Available

Pets

Traveling with small pet on board (in cabin – limit 4 per flight)	Maximum Carrying Case Size Maximum 16cm x 33cm x 43cm (6 in x 13 in x 17 in)	Maximum allowable weight for both the animal and case must not exceed 10kg (22 lb)	\$75.00	\$100.00	Not Available
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NOTE: All prices are subject to applicable taxes.

* Bags in excess of 45 kg / 100 lbs will not be accepted by NewLeaf and the customer must make alternate arrangements for transport.

** If a bag is overweight, there is no additional charge for oversize. However, if the bag is not overweight and oversize, the oversize fee will apply.