

## **NOTE**

The attached tariff is intended to serve as a guide. It is not intended to cover all possible situations or to be an exhaustive treatment of the subject.

For more detailed information you should consult the *Canada Transportation Act* (hereinafter the CTA) and the *Air Transportation Regulations* (hereinafter the ATR). These documents are available on the Agency's internet site at: <http://www.otc-cta.gc.ca>.

Please remember that the tariff is the contract of carriage between the carrier and charterer/passenger and as a carrier you are obligated to respect your tariff and apply its conditions.

Should you have any questions concerning the adequacy of your company's tariff, you may wish to refer the matter to your own legal counsel or communicate with Agency's staff for technical assistance.

In order to help carriers complete their tariff document as accurately as possible, information notes have been inserted in red text in the sample tariff for the carrier's reference and direction only. Please ensure that these notes are deleted from the document when it is finalized.

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

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ISSUE DATE

*(Date of mailing)*

ISSUED BY

*(Fill in Name,  
Title and Address  
of Airline's Authorized  
Issuing Officer)*

EFFECTIVE DATE

*(45 days after receipt  
by the Agency)*

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**CHECK SHEET**

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

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
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1	"	13	"
2	"	14	"
3	"	15	"
4	"	16	"
5	"	17	"
6	"	18	"
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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

EFFECTIVE DATE

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

CTA(A) .....Canadian Transportation Agency

IATA .....International 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

CAD .....Canadian

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

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**RULE 1. DEFINITIONS**

"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 *(Fill in Name of your Company)*.

"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.

"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.

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

"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.

"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. *(If the carrier is operating in a country other than the United States, please replace the above definition with the one of the applicable country).*

"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.

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**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) And/or combination thereof.

*(Note: You may also insert other mileage sources)*

**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.



- (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) *(Choose one of two fuel clauses or omit entirely)*  
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 *(fill in zero or a specific amount)*.

*OR*

Fuel surcharges as set forth in the Table of Charges calculated by the same formula as charter and ferry charges according to Rule 5(a) and (b) above.

- (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 *(fill in)* hours.
- (h) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.
- (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) Space and weight limitations

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

(b) Medical clearance

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

(c) Transportation of a person with a disability

*(The following note is for information purposes only, please delete.)*

*Note to carrier: To avoid undue obstacles, carriers are encouraged to dialogue with individuals with disabilities concerning their needs. Upon receipt of a complaint, the Agency has the authority to review an individual situation to determine whether or not an undue obstacle to the mobility of persons with disabilities existed, and to order corrective action as may be required.*

*(Please use only suggested provisions for appropriate size of aircraft, BUT NOT BOTH.)*

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***Provision for aircraft WITH LESS THAN 30 PASSENGER SEATS***

The carrier will make its best effort to accommodate passengers with disabilities including their attendants, service animals or other mobility aids on the flight; however, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.

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***OR***

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***Provisions for aircraft WITH 30 OR MORE PASSENGER SEATS***

*(While provisions of Part VII of the Air Transportation Regulations are not mandatory for carriers operating international services, it is recommended that carriers reflect and adhere to its requirements.)*

(i) Definitions

**NOTE:** The definition of "Ambulatory" and "Non-Ambulatory" are taken from Transport Canada's Guideline, *Commercial Air Services (Carriage of Non-ambulatory Passengers on Large Turbo-jet Aeroplanes)*.

"Ambulatory" means a person who is able to move about within an aircraft unassisted.

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

"Non-self-reliant" means a person who is not self-reliant.

"Self-reliant" – Except for needs and assistance related to safety, "self-reliant" means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication, or assistance from the carrier beyond the range of services that are normally offered by the carrier.

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

(ii) (A) Acceptance of declaration of self-reliance

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

(B) Acceptance of a person with a disability

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

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

(\*) Except in cases where the number of such passengers travelling on a given flight exceeds the Civil Aeronautics Directorate Transport’s 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 will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier. - See Rule (6) (c) (ix) Guidelines on Services to be Provided to Persons with Disabilities.
- (iii) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit, or on the upper deck of the aircraft or, otherwise in accordance with Transport Canada's safety rules and regulations.
- (iv) Reservations should be made at least 48 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 a reasonable effort to accommodate passengers who fail to make reservations 48 hours in advance.
- (v) In addition to the regular free baggage allowance, the carrier will accept the following items as priority checked baggage without charge:
- (1) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
  - (2) a manually operated folding wheelchair;
  - (3) a walker, a cane, crutches or braces;
  - (4) any device that assists the person to communicate better; and
  - (5) any prosthesis or medical device.
- (vi) The assembling and disassembling of mobility aids is provided by the carrier without charge.
- (vii) 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, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

(viii) 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.

(ix) Guidelines on Services to be Provided to Persons with Disabilities

*Recommended Practice: Air carriers are encouraged to incorporate the following material which is based on International Civil Aviation Organization (ICAO) Circular 274-AT-114 (Access to Air Transport by Persons with Disabilities):*

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

- assisting with registration at the check-in counter;
- assisting in proceeding to the boarding area;
- assisting in boarding and deplaning;
- assisting in stowing and retrieving baggage;
- assisting in moving to and from an aircraft lavatory;
- assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
- transferring a person between a mobility aid and the person's passenger seat;
- providing limited assistance with meals and inquiring periodically during a flight about a person's needs; and
- briefing individual passengers with disabilities and their escorts on emergency procedures and the layout of the cabin.

### **Acceptance of Mobility Aids**

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

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

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.

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

### **Boarding and Deplaning**

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers). If requested, the carrier and airport authorities will make arrangements for assisting persons with disabilities with outbound/inbound governmental clearance and with baggage delivery.

### **Communication of Information**

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

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

### **Inquire Periodically**

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the carrier and airport or ground handling staff will inquire periodically about their needs.

### **Seating Assignment**

When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

The carrier will provide appropriate seating for persons with disabilities. However, such seating must not be in an emergency exit row, which is defined as a row that provides direct access to an exit without going into an aisle.

Persons with disabilities and their attendants will, if they so request, be seated together or in other seating arrangements of their choice.

### **Written Confirmation**

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

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(d) Refusal to transport\*

The carrier will refuse passage to any person when:

- (i) Such action is necessary for reasons of safety;
- (ii) Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown from, to, or over.

\* If it concerns the transportation of a person with a disability, see Rule 6 (c) (ii) (A) Acceptance of declaration of self-reliance. *(This paragraph is required only if services are applicable to aircrafts WITH 30 OR MORE PASSENGER SEATS.)*



(e) Exemption from liability

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

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

(f) Capacity limitations

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 the 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.

(g) Schedules/delays

The carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets or elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.

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

**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) 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.
  - (ii) Explosives, munitions, corrosives and articles which easily ignite.

- (iii) Pets, dogs, cats, and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals will be carried only in the cargo compartments of the airplane.  
\* Not applicable to service animals.
- (iv) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

**RULE 8. REFUNDS**

- (a) Application for refund shall be made to the carrier or its duly authorized Agent.
- (b) 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 travel governed by either the Montreal Convention or the Warsaw Convention**

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

**RULE 10. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS AND EXCESS VALUATION CHARGES**

*(Note: If you have a policy with regard to interim expenses, in the case of delayed baggage, details of that policy should also be included in your tariff)*

**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.

**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.

\*See Rule 6 (c) (viii). *(This note is required only if services are applicable to aircrafts WITH 30 OR MORE PASSENGER SEATS.)*

**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.

Regarding objects of which the passenger takes charge himself/herself the liability of the carrier is limited to 5,000 francs per passenger.

**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.

\* See Rule 6 (c) (viii). *(This note is required only if services are applicable to aircrafts WITH 30 OR MORE PASSENGER SEATS.)*

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
- (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 5,000 francs convert to approximately CAD \$660.00. 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.

**For travel governed by either 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 (*fill in*) 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.

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 twenty-one 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. LIMITATION OF LIABILITY – SERVICE ANIMALS**

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

**RULE 12. 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 13. 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.
- (b) *(Fill in terms of payment, e.g. full payment for each flight shall be made X days prior to departure.)*

**RULE 14. CANCELLATION CHARGES** *(Not applicable to transportation between Canada and the United States)*

*(Fill in provisions for cancellation.)*

**RULE 15. TICKETS**

*Please state your policy with respect to ticket reservation, cancellation, confirmation, validity and loss.*

*If, due to the nature of your operations, you do not issue tickets, and as a consequence you do not have such a policy, please state this here. For example: The carrier does not issue tickets. Subject to the contract between the carrier and the charterer, prior to the flight, the charterer will provide a list of all the passengers' names to the carrier.*

**RULE 16. PASSENGER RE-ROUTING**

*Please state your policy with respect to passenger re-routing rules, voluntary and involuntary changes.*

*If, due to the nature of your operations, you do not offer passengers the option of re-routing, and as a consequence you do not have such a policy, please state this here. For example: The carrier is not liable to any passenger when he/she misses his/her flight. In these instances, no other flight alternative is offered by the carrier to the passenger.*

**RULE 17. DENIED BOARDING COMPENSATION**

*Please state your policy with respect to boarding priorities, request for volunteers, alternative transportation and compensation.*

*If, due to the nature of your operations, you do not denied boarding passengers due to overbooking, and as a consequence you do not have such a policy, please state this here. For example: The carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.*



(Please note that as per the most recent **Canada/United States Bilateral Agreement**, carriers who operate in this market are no longer required to file fares, rates and charges with the Canadian Transportation Agency. However, a copy of these fares, rates and charges must be kept available for public inspection at the business office location.)

**Table A**

**RATES AND CHARGES FOR ENTITY CHARTERS**  
(in Canadian Currency)

Aircraft Type	Rate per Statute Mile		Rate per Hour		Minimum Charge per Flight	
	Charter	Ferry	Charter	Ferry	Charter	Ferry

**Table B**

**LAYOVER CHARGES**  
(in Canadian Currency)

Aircraft Type	Free Waiting Time	Rate per Hour	Maximum Charge per Day or Fraction Thereof

**Table C**

**FUEL SURCHARGES**  
(in Canadian Currency)

Aircraft Type	Rate per Mile

(Table C required only if fuel surcharge option is selected in Rule 5(c).)