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DOMESTIC CHARTER TARIFF

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Preamble

This Tariff contains the rules of how Pacific Coastal Airlines Ltd conducts business with our passengers and customers.

It will allow our passengers and our customers to know definitively what service we intend to provide, and the limits of that service. The Company will not only meet these minimum levels of expected service, but strive to provide the best customer service we can to our valued passengers and customers.

Although most of the Tariff is written to protect the interests of the passenger, it also protects the Company by stating what we expect from our passengers with respect to safety and security.

At Pacific Coastal Airlines we hope to make your travel as comfortable, simple and enjoyable as we can, if there's something here you don't like and you need us to, we will likely go above and beyond these rules to make your time with us the best we can. So don't hesitate to give us a call if you have any questions regarding the rules in these Tariff's. From our experience we know that with a bit of planning almost any issue can be worked out.

Amending Procedures

Tariff amendments will be promulgated as required by the President. After approval by the Canadian Transportation Agency, they will be issued to manual holders and published on the Company web site.

Each amended page will show the appropriate amendment number and date. All changes will be indicated by a vertical black bar adjacent to the item that has been changed. When manual is amended, a copy of the amendment is to be forwarded to the CTA along with the appropriate amendment instructions.

Amendment instructions shall include a "Remove Pages" and "Insert Pages" and "Reason for Change" list. The amended text shall be identified by a vertical line in the right hand margin. When a manual or amendments thereto are superseded, instructions will be issued to all manual holders to destroy the superseded copies.

These Tariff's are comprised of three parts, the Domestic Scheduled, Domestic Charter, and the International Charter. All three parts are based on the Domestic Scheduled Tariff. For that reason the List of Effective Pages, and the Amendment Records are contained in that Part.

EXPLANATION OF ABBREVIATIONS AND SYMBOLS

A.M.	Denotes	Ante-Meridian
P.M.	Denotes	Post-Meridian
LTD.	Denotes	Limited
C.O.D.	Denotes	Cash on Delivery
C.T.A.	Denotes	Canadian Transportation Agency
(A)	Denotes	Increase
(C)	Denotes	Change in wording which results in neither increase nor reduction in charges
(N)	Denotes	Addition
(R)	Denotes	Reduction
%	Denotes	Percent
\$	Denotes	Dollars
Co.	Denotes	Company
No.	Denotes	Number
lb(s)	Denotes	Pound(s)
PCAL	Denotes	Pacific Coastal Airlines Limited

1.0 TERMS AND CONDITIONS - INTERPRETATION

In this tariff,

“airport” includes any landing area or dock used to enplane or deplane passengers and baggage.

"animal" includes reptiles, fish, birds, poultry, insects and worms;

"baggage" means such articles, effects and other personal property of a passenger as necessary or appropriate for wear, use, comfort or convenience during their trip;

"base" means any of the carrier's licensed bases named in Table 1;

"carrier" means an air carrier within the meaning of the Aeronautics Act, and, where the context permits, includes its servants and agents acting within the scope of their employment;

"charter" means an agreement for the supplying by the carrier of Class 4 charter commercial air services to a charterer;

"charterer" means a person who enters into a charter with a carrier for the supplying to the charterer of Class 4 charter commercial air services;

"day" means any period of twenty-four consecutive hours;

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

"flight" means the movement of an aircraft from the point of take-off to the first point of landing;

"goods" means anything that can be transported by air, including animals, but excluding mail, other than in plane load lots, and baggage;

"month" means any period of thirty consecutive days;

"summer" means the period from March 22 to September 22 both dates inclusive;

"term charter" means a charter for a specified number of consecutive days or months or a combination thereof;

"tolls" means any charge, classification, fare rate or allowance;

"winter" means the period from September 23 to March 21 both dates inclusive.

2.0 APPLICATION OF TARIFF

- 2.1 The rules, rates and charges in this tariff constitute the conditions upon which the carrier performs or agrees to perform Class 4 charter commercial air services and are as much a part of every contract of air carriage between the charterer and the carrier as if set out therein.
- 2.2 The rules, rates and charges that apply to any charter are those in effect on the date the carrier commences except that, in cases in which tenders, offers or quotations are called, the rules, rates and charges that apply are those in effect on:
- (a) the closing date of the tender, of
 - (b) the date the offer or quotation is submitted to the charterer, whichever is applicable.

3.0 OPERATION, INTERRUPTION OR CANCELLATION OF CHARTER FLIGHTS

- 3.1 The carrier shall have exclusive operational control over chartered aircraft and the contents and crew thereof.
- 3.2 Every person who is provided with transportation on a chartered aircraft shall comply with all the terms and conditions of the carrier, and all persons and property aboard a chartered aircraft shall be subject to the authority of the pilot in charge. The terms and conditions of carriage that describe the refusal to transport a passenger are listed in Rule 13.
- 3.3 The carrier may :
- (a) cancel or terminate a charter or any flight of a charter at any time,
 - (b) return to base or to the last point of landing, or
 - (c) divert or land at an intermediate point when such action is deemed by the carrier to be necessary owing to the unserviceability of the aircraft, weather conditions or other conditions beyond the control of the carrier.

4.0 SPACE FOR THE CARRIER'S USE

Any capacity in the chartered aircraft not being utilized by the charterer may be used by the carrier for the carriage of its own personnel, baggage or goods.

5.0 ACCEPTANCE OF CHILDREN

- 5.1 Every child under the age of 2 must be accompanied by an adult on a one to one basis. The one adult for each child under 2 rule, is a regulation that the airline must adhere to. Details of child restraint systems can be found in Rule 5.4 pg 11.
- 5.2 Children 2 and over, but under 12 years of age, are accepted for transportation without restrictions when accompanied by a passenger at least 12 years of age or over.
- 5.3 Unaccompanied Minors (UM's) - Unlike the Scheduled operation, children under 12 years of age which are not accompanied by a passenger 12 years of age or over, are **NOT** accepted for transportation on chartered aircraft.

5.4 CHILD RESTRAINT SYSTEMS

This section describes the acceptable types of child restraint systems and their use on Pacific Coastal Airlines aircraft.

Infant Restraint System - is an aft facing restraint system that is generally restricted to an occupant weight of under 20 pounds. Weight restrictions are specified on the system and can vary from one system to another. Infant Restraint Systems are certified to Canadian Motor Vehicle Safety Standard - CMVSS 213.1.

Child Restraint System - is a forward facing restraint system that is generally restricted to an occupant weight of 20 to 40 pounds. However, some systems can accommodate occupants of a greater weight. Weight restrictions are specified on the system and can vary from one system to another. Child Restraint Systems are certified to CMVSS 213.

Convertible Restraint System - the term "convertible" is often used by manufacturers to describe restraint systems which can be used as an aft-facing system for infants and as a forward-facing system for children. These restraint systems are certified to both CMVSS 213 and 213.1.

The following conditions must be met:

- a) Restraint systems which are manufactured or sold in Canada must be affixed with a Statement of Compliance label which states that the system has been certified to CMVSS 213 or 213.1 and indicate the date of manufacture as being after January 1, 1981.
- b) Seats manufactured to the US standards between January 1, 1981 and February 25,

1985 must bear the label: “This child restraint system conforms to all applicable *Federal Motor Vehicle Safety Standards*”

Seats manufactured to US standards on or after February 26, 1985 must bear two labels:

(i) “*This child restraint system conforms to all applicable Federal Motor Vehicle Safety Standards*” and

(ii) “*THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT*” in red lettering.

- c) The occupant does not exceed the weight limit for which the restraint device was designed.
- d) The device must fit between the armrest of the seat, be easily secured using the aircraft seat belt and installed according to the directions on the device.
- e) The restraint system is properly secured to a seat which is not located in an emergency exit row, or in any seat so as to prevent access to emergency or safety equipment.
- f) The restraint system is not located in a seat where it will block access by a person to the aisle of the aircraft.
- g) The adult accompanying the infant is:
 - familiar with the method of releasing the occupant from the restraint system, and
 - is seated in the adjacent seat to the seat in which the restraint system is used.
- h) The restraint system must be provided by the passenger and an additional seat purchased.
- i) An individual safety briefing is provided to the adult accompanying the infant, which includes:
 - i) the responsibilities of the adult - the security of the restraint system and its occupant;
 - ii) adherence to the seat belt sign; and
 - iii) evacuation procedures.
- j) Evacuation: In an evacuation the occupant must be removed from the restraint device.
 - Adult must be briefed that if an emergency exists, the occupant must be removed from the device and the device left behind.

NOTE: Although tether straps are required in automobiles, they are not authorized for use on aircraft. The flight crew must ensure the tether strap is removed or secured so as not to become a hazard during flight.

Booster seats, booster cushions, belly loop belts and snugglies are prohibited for use on board aircraft. (booster cushions are only certified for use in an automobile with a shoulder belt - not approved for aircraft)

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6.0 TRANSPORTATION OF PASSENGERS WITH A DISABILITY - DEFINITIONS

“Ambulatory” Means a person who is able to move about within the 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, may still require assistance boarding or deplaning.

“Self-reliant” Means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication nor does not require services from the Carrier other than that which is normally offered by the Carrier.

7.0 ACCEPTANCE OF A PASSENGER WITH A DISABILITY

Unlike the scheduled operation, Charter flights often service airports where ground handling may be non-existent. Any passenger traveling with a disability on a Charter flight is urged to contact the airline to ensure that their needs may be met. With prior notice the Company will use every reasonable resource to ensure the passenger travels safely and comfortably on all Charter flights.

- 7.1 a) The Carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised the Carrier of his or her self-reliance, the Carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from the airline employees. The Carrier may insist on an escort where the Charter is operated to a base where ground services are not available.
- b) The Carrier may refuse transport to any person if there are insufficient services available to safely assist the passenger at either the arrival or destination airport. This would be extreme, and the Carrier will make all reasonable effort to arrange the resources if provided with sufficient time. This refusal may be determined by either the flight dispatcher or the Captain of the flight.

- c) Passengers with a disability will be accepted for transportation as outlined below:

Disability	Assistant Required
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

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

Note : If the Charter is for the purpose of transporting a group of passengers with disabilities or special needs, the Charterer will make arrangements to have adequate assistants to satisfy regulation and the Carriers requirements.

- d) The Carrier reserves the right to require a medical clearance from proper medical authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in the case of pregnant passenger, unborn children);
- e) The Carrier will refuse to transport or will remove at any point, any passenger through whose actions or inaction proves to the Carrier that his or her mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such attendant, he/she will not require unreasonable attention or assistance from the employees of the Carrier.
- f) The Carrier will refuse or make removal necessary of any passenger if carriage of that passenger will jeopardize the safety or reasonable comfort of the passenger or other passengers and/or the safety of the Carrier's staff in the handling and assisting of the passenger. It should be noted that the Carrier does not use wide body aircraft and it must be possible for two people to safely lift and/or handle a disabled person. If this will present any unreasonable difficulties or concerns for safety, other arrangements may be possible with prior notice;
- g) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows or over wing emergency exit rows;
- h) Reservations should be made at least 24 hours in advance of travel, advising the Carrier as to the nature of the disability and assistance required, so that arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance;
- i) The Carrier will accept the following items as 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.

- j) Walkers, crutches and canes may be retained in the passengers's custody provided they are stowed in accordance with the Carrier's safety regulations and provided they may be accommodated.
- k) If requested at least 48 hours before the scheduled time of departure of the person's flight, the Carrier may be able to provide the following assistance. If the request is not made within 48 hours the Carrier will make a reasonable effort to provide the services.

The Carrier may be able to provide a enhanced level of service for those passengers which request it at least 48 hours ahead of their flight time. If this request is not made ahead of time the Carrier will still make a reasonable effort to assist in every way it can.

Assistance will be provided with:

- 1) registration at check-in counter;
- 2) proceeding to the boarding area;
- 3) boarding and deplaning;
- 4) stowing and retrieving the person's carry-on baggage;
- 5) retrieving the person's checked baggage;
- 6) transferring the person :
 - a) between: the person's own wheelchair, scooter or other mobility aid and: a wheelchair, boarding chair or other mobility aid provided by the Carrier.
 - b) Between : a wheelchair, boarding chair or other mobility aid and: the person's passenger seat.
- 7) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom.
- 8) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
- 9) inquiring periodically about the person's needs while awaiting a flight after check-in, when in transit between flights and during the flight;
- 10) assembling and disassembling of mobility aids; and
- 11) proceeding to the general public area or to a representative of another Carrier.

7.2 MOBILITY AIDS

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.

7.3 SERVICE ANIMALS

The Carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that :

- a) the animal is properly harnessed and certified as having been trained by a professional service animal institution.
- b) For the comfort of all passengers, the Carrier staff will determine, in consultation with the disabled person, where the person and the service animal will be seated. Such an animal may not occupy a seat in the aircraft. The passenger should recognize that the Carrier does not use widebody aircraft and that space on some of the aircraft types do not allow for a large animal to be placed under the seat area. It is very important that when booking a flight, mention is made of the service animal and its size. The Carrier may be able to make other arrangements to ensure adequate space if this is arranged prior to departure.
- c) 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, and if necessary, replacement of the animal.

7.4 PASSENGER OXYGEN

The Carrier will accept for transportation, without charge, a maximum of two passengers per flight to each bring up to two (2) oxygen cylinders containing gaseous oxygen only for personal use onboard the aircraft. The passenger will be allowed to check one additional bottles for a total of three (3). It is recommended that only one bottle be carried on the flight and that in any case the regulator can not be changed during the flight from one bottle to the other.

7.5 PASSENGERS ON STRETCHERS

The Carrier will upon advance arrangements and subject to the availability of space and appropriate equipment, accept for transportation passengers on stretchers. An attendant is required for each stretcher passenger.

8.0 HUMAN REMAINS

Except in cases of emergency, human remains shall not be carried unless enclosed in coffins or cases that prevent the escape of offensive odours.

9.0 LIVE ANIMALS

9.1 Live animals shall be properly crated, harnessed or packed, as required by the carrier or the carriers agent. In the event of a dispute the aircraft Captain shall decide. Refer to Rule 7.3 for Service Animals.

9.2 The carrier may, if he deems it necessary, require an attendant to accompany a live animal and the attendant shall be responsible for the care of the live animal.

9.3 When the carrier furnishes food for a live animal, the cost of the food shall be charged to the carrier.

9.4 The carrier is not responsible for the loss of, or injury to, a live animal except when caused directly or indirectly by the act, neglect or default of the carrier.

9.5 The charterer shall indemnify the carrier for any loss or damage caused by a live animal of the charterer or an attendant accompanying that animal.

9.6 The carrier reserves the right to refuse carriage of any live animal.

10.0 DANGEROUS ARTICLES

10.1 The charterer shall comply with the applicable governmental regulations governing the carriage of explosives or other dangerous articles or hazardous goods under this Tariff and provide all necessary hazardous goods documentation as required by law.

- 10.2 Any charterer shipping or attempting to ship hazardous goods in contravention of any Government regulation shall be liable to the carrier for all loss or damage directly or indirectly caused thereby, and the carrier may store or dispose of such articles at the charterer's risk and expense. Should a charterer attempt to ship hazardous goods without notifying the carrier by proper documentation, the carrier may report such incident to the RCMP.

11.0 PERISHABLE GOODS

- 11.1 Perishable goods shall be properly packed by the charterer to prevent deterioration in flight.
- 11.2 When perishable goods in a damaged condition or with damaged or inadequate packing are accepted for carriage the traffic document shall be so annotated by the carrier, and the carrier shall be liable only for any loss, damage, deterioration or destruction caused by its own negligence.
- 11.3 The carrier shall take reasonable precautions to ensure that perishable goods are not damaged by freezing or defrosting in flight.
- 11.4 The carrier may, without prior notice, sell or otherwise dispose of the goods upon the best terms available.
- Where:
- (a) perishable goods are refused by the consignee,
 - (b) no effective arrangements are made by the charterer or the consignee to accept perishable goods at the destination of the goods, or
 - (c) disposal instructions for perishable goods cannot be obtained from the charterer or consignee and there is danger that the goods may become worthless because of delay in transit or delivery or of non-delivery.

12.0 PRISONERS

- 12.1 A prisoner shall be accompanied by an attendant and the charterer shall assume full responsibility for the proper conduct and control of the prisoner.
- 12.2 The charterer shall indemnify the carrier for any loss, injury or damage caused by a prisoner.

13.0 REFUSAL OF CARRIAGE

13.1 The Carrier will refuse to transport or will remove at any point any passenger:

- a) whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limiting, Acts of God, Event of Force Majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported; or:
- b) whose status, age or mental or physical condition is such as to,
 - i) render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for care for him en route, and with the care of such attendant, he will not require unreasonable attention or assistance from employees of the Carrier; (see Rule 7)
 - ii) make such refusal or removal as necessary for the reasonable safety or comfort of other passengers and / or the safety of the Carrier's staff in the handling and assisting of the passenger. It should be noted that the Carrier does not use wide body aircraft and it must be possible for two people to safely lift and / or handle the disabled passenger. If this will present significant difficulties, other arrangements may be possible with prior notice; (see Rule 7)
 - iii) involve any unusual hazard or risk to himself or to other persons (including, in cases of pregnant passengers, unborn children) or to property.

13.2 The Carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule.

13.3 Persons under the influence of alcohol or drugs shall be refused carriage.

13.4 Persons who are abusive, disruptive or otherwise unruly to Pacific Coastal agents, staff or other customers shall be refused carriage. Such refusal to be at the discretion of the senior agent available at the time or the aircraft Captain.

- 13.5 The carrier shall refuse to carry any articles that it has reasonable grounds for believing:
- (a) will endanger the safety of the aircraft, crew or passengers or any property;
 - (b) are shipped contrary to any governmental regulations; or
 - (c) are liable to cause damage to the aircraft or to baggage or goods on board the aircraft or injury to persons on board the aircraft.
- 13.6 The carrier may refuse to carry improperly packed or otherwise defective baggage or goods.

14.0 LIABILITY FOR DELAY

The carrier shall not be liable for delay either before the flight is commenced or at any time during the charter owing to weather conditions, unserviceability of the aircraft or other conditions beyond the control of the carrier.

15.0 LIABILITY OF THE CARRIER RESPECTING PASSENGERS

- 15.1 The liability of the carrier in respect of the death of or injury to, a passenger is limited to the sum of \$300,000.00.
- 15.1.1 The carrier may with advance notice and subject to concurrence by the insurance underwriters by agreement with the charterer increase the carrier's limit of liability above the sum set out in subsection (1) but the charterer, in such case, shall be charged for any additional insurance premiums paid by the carrier as a result of such increase in the carrier's limit of liability.
- 15.2 The carrier is not liable:
- (a) in the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his 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.

16.0 LIABILITY OF CARRIER RESPECTING BAGGAGE

16.1 The Carrier will not be liable for:

- a) the loss of, or any damage to or delay in the delivery of any property which is not acceptable for transportation pursuant to Rule 13, (Refusal of Carriage), or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property;
- b) loss, damage to, or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities, or other valuables, business documents, or samples which are included in the passenger's checked baggage, whether with or without the knowledge of the Carrier.
- c) Minor damage such as would be expected under normal wear and tear during transit. This includes zippers, scuffs, scratches, nicks, dents, missing straps, feet, clips and wheels, exterior tube handles or similar damage attributable to normal wear and tear.

22.0 LIMITATION OF LIABILITY FOR BAGGAGE

Pacific Coastal Airlines will do its best to ensure that all baggage gets to where it is supposed to be on time and without damage. There is occasion where it doesn't. In this case we will do everything we can to reunite the baggage with the passenger or make restitution. In most cases the baggage is in our system and can be quickly located and sent on the next flight. If this is not the case, or if the baggage has been damaged the Company will do what it can to prevent further inconvenience. The supervisor in the Vancouver freight office may immediately authorize an allowance that will enable the passenger to replace the necessities until the bag is found or the investigation is complete. This allowance will depend on the situation of course, but will not normally be paid out unless the bag will not be reunited within the same day. This allowance is determined by the supervisor and will be limited by the following rules.

22.1 The following conditions apply to lost or damaged baggage :

- a) In the event of lost or damaged baggage the passenger must initiate a claim within one (1) hour of arrival at destination by contacting the Carrier's representative on site or by contacting the Freight office in Vancouver.
- b) Upon receipt of a lost or damaged bag claim that the Carrier can not rectify on the day of travel, Carrier may authorize up to a fifty (\$50) dollar allowance for incidental costs of the lost or damaged baggage. This may not be possible in situations where the Charter is operated to an airport where the Carrier does not have a representative.
- c) The liability, if any, for loss or damage to checked baggage or for delay in the delivery thereof is limited to \$250.00 for each passenger, which will be paid after an intensive search is carried out. The claim will be paid out after a ten (10) day period in which the lost baggage is not retrieved. A damaged bag will be paid out at the supervisors discretion after an investigation is completed. In the case of a damaged bag the waiting period will be no more than five (5) business days .
- d) The foregoing limitation will also apply to baggage or personal property accepted by the Carrier for temporary storage at a city or airport ticket office or elsewhere prior to the commencement or subsequent to the completion of the passenger's transportation.
- e) Unchecked baggage or other personal property shall be carried at the risk of the passenger.
- f) The Carrier will accept liability for mobility aids as is presented in Rule 7, Transportation of Passengers With Disabilities.
- g) If the value of your bag contents exceeds the Carrier's liability, you may wish to consider purchasing baggage insurance through your own insurance company, prior to travel.

17.0 LIABILITY OF CARRIER RESPECTING GOODS

- 17.1 The liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is will in no event exceed the greater of (a), (b) or (c) below:
- a) One Hundred dollars (\$100) or
 - b) The actual value of the shipment, or
 - c) The amount of any damages actually sustained, whichever is the least.

18.0 EXCLUSIONS FROM LIABILITY RESPECTING GOODS

- 18.1 Unless caused by its negligence, the carrier shall not be liable for:
- (a) any difference in weight or quantity of goods from shrinkage, leakage or evaporation, or;
 - (b) loss of, or damage to, goods;
- occurring after the expiration of forty-eight hours, exclusive of statutory or customary holidays, from the time of oral or written notice to the consignee of the arrival of the goods at the airport or landing area serving the destination of the goods.
- 18.2 The carrier shall not be liable for loss of, or damage to, any goods caused or contributed to by:
- (a) Event of Force Majeure, perils of the air, the Queen's enemies, public authorities acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war;
 - (b) the act or default of the charterer, consignee or owner;
 - (c) the nature of the goods or any defect in the goods or any characteristic or inherent vice therein;
 - (d) violation by the charterer, consignee or any other party claiming an interest

in the goods, of any of the terms and conditions contained in this Tariff or in any other applicable Tariff including, but without being limited to, failure to observe any of the terms and conditions relating to goods not acceptable for transportation or goods acceptable only under certain conditions;

- (e) improper or insufficient packing, securing, marking or addressing;
- (f) acts or omissions of warehousemen, customs or quarantine officials or other persons other than the carrier or its agents, in gaining lawful or unlawful possession of the goods; or
- (g) compliance with delivery instructions from the charterer or consignee.

- 18.3 The carrier shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery or any other result not caused by the actual negligence of itself, or its agents, servants or representatives acting within the scope of their authority, or not occurring on its own line or in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.
- 18.4 The carrier shall not be liable for any loss of money, bullion, bonds, coupons, jewellery, precious stones, valuable papers or other articles of extraordinary value, the carrier in writing, but the carrier shall not be liable in any event for such articles enclosed in or shipped as baggage. Should the charterer specifically request carriage of valuables, then it shall provide prior notice and provide the carrier with a waiver of liability.
- 18.5 The carrier shall not, in any event, be liable for any consequential or special damages arising from transportation whether or not the carrier had knowledge that such damages might be incurred.
- 18.6 The carrier shall not be liable for loss or damage caused by or to liquids, or fragile or perishable articles enclosed in or shipped as baggage.
- 18.7 The carrier shall not be liable for any claims unless written notice thereof is given at the head office of the carrier within the period prescribed by Rule 19.

19.0 LIMITATION OF ACTION

- 19.1 No action may be maintained against the carrier for injury to or for any delay in carriage or any passenger unless the action is commenced within one year of such occurrence.
- 19.2 No action may be maintained against the carrier for loss or delay of, or damage to, baggage or goods, unless notice of the claim is presented in writing to the head office of the carrier within thirty days after the occurrence of such loss, delay or damage or such further period as a Court may decide in view of all the circumstances to be reasonable, and unless the action is commenced within one year of such occurrence.

20.0 PRIVACY ACT AND DISCLOSURE OF INFORMATION

The Company will take all reasonable precautions to safeguard a customer's information. No details of a customer's travel itinerary will be provided to anyone (including family members) unless the customer has provided consent, or the person can provide enough key information that will enable the Company to be reasonably sure that the person should have access to the information.

21.0 CURRENCY

- 21.1 All monetary amounts published in this Tariff are stated in terms of lawful currency of Canada.
- 21.2 Charges are payable in Canadian currency or in any other currency acceptable to the carrier in an amount, equivalent to the Canadian dollar amount, (computed on the basis of the currently effective banker's buying rate).

22.0 PAYMENT AND ADJUSTMENT OF CHARGES

- 22.1 Any amount by which charges paid before commencement of a charter, or prior to its completion, exceed the charges properly applicable to the completed charter shall be refunded to the charterer upon completion of the charter.
- 22.2 When charges paid before commencement, or prior to completion, of a charter are less than the charges properly applicable to the completed charter, the difference shall be charged to the charterer upon completion of the charter.
- 22.3 When a charter is cancelled by the carrier prior to commencement, a full refund of the charges paid in advance shall be made to the charterer by the carrier.
- 22.4 When a charter is cancelled by the carrier after commencement, charges shall be charged for the completed portion only.
- 22.5 No charges shall be charged to the charterer:
- (a) where flights are not completed due to mechanical failure or crew casualties and the carrier fails to arrange satisfactory alternative transportation; or
 - (b) where charges are assessed on a mileage basis, in respect of any deviation not requested by the charterer.
- 22.6 No charges shall be charged to the charterer in respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless the charterer, his servant or agent, agrees in advance and signs charter invoice authorizing such charges.
- 22.7 The monthly payment on term charters of one month or more shall not be less than the applicable minimum charge per month.
- 22.8 Any refund of charges to which a charterer might be entitled shall be limited to a sum attributable to that part of a charter that has not been usefully performed.

23.0 GROUND TRANSPORTATION

Tolls published in this Tariff do not include charges for ground transportation.

24.0 SPLIT CHARTERS

The carrier shall enter into a charter with one charterer only at one time and shall not permit the resale of space at a toll per unit, but when the charterer and persons other than the carrier wish to use the aircraft jointly, the carrier, if agreed to by the charterer, may accept payment of the charter charges from the charterer and such other persons on any basis of appointment agreed to between the parties.

25.0 SUBSTITUTION OF AIRCRAFT

- 25.1 When, owing to causes beyond the control of the carrier, the chartered aircraft 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, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections (2) and (3).
- 25.2 When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft shall not be greater than the payload that would have been available in the aircraft originally chartered, unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- 25.3 When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges shall be based on the rates and charges applicable to the type of substituted aircraft.
- 25.4 Where two smaller aircraft are substituted for a larger aircraft and have the same or greater capacity as the larger aircraft then the charges shall be the same as the larger aircraft.

26.0 CHARGES FOR CANCELLATION OF CHARTERS BY THE CHARTERER

If, after the charter agreement has been signed by the charterer and accepted by the carrier:

1. The charter agreement is voluntarily cancelled at the request of the charterer(s) and substitute charterer(s) are not contracted; or
2. The charter agreement is cancelled by the carrier due to the charterer(s) being ineligible for charter transportation under the provisions of this tariff or applicable CTA Regulations and substitute charterer(s) are not contracted; or
3. The charter agreement is cancelled by the carrier due to the charterer(s) failing to comply with the applicable schedule of payments herein and substitute charterer(s) are not contracted, cancellation charges will be assessed as follows:
 - a) Any cancellation made at least 8 days prior to departure is refunded in full except with respect to the exceptions detailed in item d)
 - b) Any cancellation made within seven (7) days is subject to a twenty-five (25%) percent cancellation charge.
 - c) No refunds on cancellations within twenty-four (24) hours of scheduled departure date.
 - d) Exception : In the event the cancellation of a charter under the circumstances in (1),(2), or (3) occurs less than 121 days before the charter is to commence which causes the carrier to ferry the aircraft, there shall be assessed in addition to the charges specified above a charge equal to 60% of the applicable ferry rate per mile, multiplied by the mileage operated without payload, in order to either complete a series of charters, or when the charter agreement does not provide for a series of charters, to return the aircraft to the point specified in the charter agreement.

Note: The date of cancellation of charter shall be the date on which the carrier received written or telegraphic notification of the cancellation from the charterer or the date on which the carrier notifies the charterer that the carrier is cancelling the charter.

4. In the event there is more than one charterer contracting for the same aircraft, cancellation by one charterer will not affect the agreements of the other charterer(s).

27.0 PAYMENT OF CHARGES ON BEHALF OF THE CHARTERER

Upon request of the charterer and subject to reimbursement by the charterer, the carrier may pay or assume responsibility for payment of charges for transportation, cartage, storage loading and unloading, Government duties and customs fees accrued on the goods to be carried pursuant to the charter.

28.0 FACILITIES AND SERVICES REQUIRED TO BE PROVIDED BY CHARTERER

28.1 Where the following facilities and services are necessary to the safe conduct of the charter:

- (a) communications and navigational aids;
- (b) hangar and storage space;
- (c) pre-heaters for aircraft;
- (d) airstrips with communications, markers, lights or both or;
- (e) personnel to assist carrier's crews with aircraft ground operations;

are available for the carrier's use at points other than the carrier's base, the cost to the carrier of using such facilities and services shall be charged to the charterer.

28.2 Where the facilities and services set out in subsection (1) are required but not available in the area described in that subsection, they shall be provided by the charterer at no cost to the carrier.

28.3 Upon the request of and authorization by the charterer, the carrier shall act as agent for the charterer and arrange for the facilities and services set out in subsection (1) and the charterer shall be charged the costs incurred by the carrier in providing them.

29.0 MINIMUM CHARGES

- 29.1 When the charges for flying are less than the applicable minimum charges per aircraft published in Table II, the minimum charges per aircraft are applicable.
- 29.2 The minimum charge for flying on term charters is the amount computed by multiplying the number of days or months each aircraft is on the term charter by the applicable minimum charge per aircraft per day or per month.
- 29.3 The minimum charge per aircraft per month is applicable when it is less than the charge resulting from the application of the minimum charge per aircraft per day.
- 29.4 For days beyond a period of a whole month, one-thirtieth of the applicable minimum charge per aircraft per month is applicable to each such day.
- 29.5 In term charters of less than one month when the aircraft is available for less than an average of five hours per day, the minimum charge per aircraft per day is an amount bearing the same proportion to the applicable minimum charge per day in Table II as the average number of hours of availability per day bears to an average of five hours per day.
- 29.6 In term charters of one month or more, when the aircraft is available to the charterer for less than an average of twenty-five days per month, the minimum charge per aircraft for the period of the charter is reduced by one-thirtieth of the applicable minimum charge per aircraft per month for each day the aircraft is unavailable less than the average of twenty-five days.

30.0 CHARGES FOR LOADING AND UNLOADING AIRCRAFT

- (1) The carrier is responsible for loading and unloading aircraft at its bases except that when the charterer requests, or the nature of the shipment requires, special equipment or personnel, the cost of such special equipment and personnel shall be charged to the charterer.
- (2) At places other than the carrier's bases, except when caused by unserviceability of the aircraft or other cause attributable to the carrier, the cost of loading and unloading of aircraft shall be charged to the charterer.

31.0 CREW EXPENSES

When the nature of the charter requires the carrier's personnel to live away from the carrier's bases, the charterer shall provide, or be charged for, their accommodation and meals, and ground transportation between aircraft and living quarters at the operating site.

32.0 CHARGES FOR IN-FLIGHT MEALS AND CABIN SERVICE

As requested by charterer by prior agreement.

33.0 CHARGES FOR EXTRA AIR CREW

Upon request of the charterer, the carrier shall furnish extra air crew and the following charges shall be made therefore:

<u>Type of Air Crew Member</u>	<u>Charge</u>
Co-Pilot or Engineer	\$70.00 per hour
Cabin Attendant	\$70.00 per hour

34.0 ADDITIONAL CHARGES FOR FUEL AND OIL

34.1 Fuel and oil 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 exceeds the cost of the fuel and oil at the base of origin of the aircraft.

34.2 When fuel and oil are cached in connection with the performance of a charter, the charterer shall be charged the cost of establishing the cache and returning the empty containers.

34.3 When the aircraft of the carrier is used for establishing a cache referred to in subsection (1), the hours flown shall be charged for as part of the charter.

35.0 CHARGES FOR STORAGE

- 35.1 Shipments will be held by the Carrier without charge for 24 hours (excluding Sundays and legal holidays for freight other than perishables), after arrival and tender of delivery at destination, or notification of arrival, whichever is applicable. Such 24 hour period will be computed from the first 8:00 a.m. after tender of delivery, or notification of arrival.
- 35.2 After the expiration of such free time, the Carrier will, if practicable, continue to hold such shipment as agent for the shipper and consignee, subject to a charge of \$5.00 per day per 100 lbs., or any fraction thereof, or if such continued holding is not practicable Carrier, as such agent, will place the shipment in a public warehouse subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$10.00 per 100 pounds or any fraction thereof, minimum charge of \$20.00 per shipment.
- 35.3 When the shipment is held by the Carrier, the Carrier's liability will be reduced to that of a warehouseman, and when the shipment is placed in a public warehouse, Carrier's liability for the shipment will terminate.
- 35.4 Outbound shipments delivered to the Carrier's premises, which are not acceptable for any reason, will be subject to storage charges as prescribed in the Rule (without any free time) from the first business day after the delivery until such shipment is made acceptable for carriage or removed.
- 35.5 The Carrier will have a lien on the shipment for all sums due and payable to Carrier pursuant to shipments which are stored pursuant to this Rule.

36.0 CHARGES FOR SPECIAL SERVICES, EQUIPMENT AND PERSONNEL

- 36.1 Specific services, equipment and personnel required to be provided by the carrier in the performance of a Class 4 charter such service may, with the prior concurrence of the charterer, be provided by the carrier and the cost thereof shall be charged to the charterer.

36.2 When aircraft are required by the charterer to be modified, the charterer shall be charged :

- (a) the cost of such modifications; and
- (b) detention charges or minimum charges, whichever are applicable, while the modifications are being made and while the aircraft is being restored to its original form.

37.0 CHARGES FOR GOODS CARRIED OUTSIDE AIRCRAFT

37.1 Where goods are carried outside an aircraft, the charges will be quoted based on individual situations. Prior arrangements must be made when arranging a charter.

38.0 CHARGES FOR DETENTION ON NON-TERM CHARTERS

38.1 The detention charges set out in Table II shall be charged only when the aircraft is detained at the request of the charterer beyond the free time provided in the said Table.

38.2 When daily detention charges are applicable, any charges for flying on that day shall be deducted therefrom.

39.0 INCIDENTAL TRAFFIC

39.1 In this section, “incidental traffic” means passengers, baggage and other goods other than those of a charterer for which no arrangement has been made prior to the commencement of a charter flight.

39.2 Every carrier shall accept incidental traffic for carriage on an aircraft where:

- (a) the charterer’s use of the aircraft will not be adversely affected;
- (b) the deviation from the mileage flown pursuant to the charter does not exceed 15 percent; and
- (c) when the charterer’s passengers are aboard the aircraft, the agreement of the charterer is obtained.

- 39.3 Charges for the carriage of incidental traffic shall be the sum of
- (a) the greater of
 - (I) the charges computed by multiplying the actual number of miles the traffic is carried by the rate per passenger per mile of per pound per mile (whichever is applicable) published in Table II, and
 - (ii) the minimum charge per passenger or per consignment for incidental traffic published in Table II; and
 - (b) the charges for any services performed incidental to transportation for which provision is made in this Tariff.
- 39.4 Where any incidental traffic is carried, the charterer shall be entitled to a refund in an amount equivalent to 50 percent of the revenue from such incidental traffic computed in accordance with paragraph (3)(a).

40.0 USE OF AIRCRAFT BY PERSONS OTHER THAN A TERM CHARTERER

When a term charterer, during the term of the charter, permits the carrier to charter the aircraft to other persons, the minimum charges applicable to the term charter shall be reduced by 50 percent of the revenue earned from the charter to such other persons.

41.0 DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES

- 41.1 When computing charges:
- (a) fractions of less than one-half mile shall be dropped;
 - (b) fractions of one-half mile or more shall be increased to the next whole mile; and
 - (c) fractions of an hour shall be rounded off to the nearest multiple of six minutes and expressed as a decimal of an hour.
- 41.2 When computing a charge other than a total charter charge:
- (a) fractions of less than one-half cent shall be dropped; and
 - (b) fractions of one-half cent or more shall be increased to the next whole cent.

42.0 APPLICATION OF RATES AND CHARGES

- 42.1 On non-term charter rates per mile shall apply for all point-to-point flights where flight distances are measurable.
- 42.2 Rates per hour shall apply when the carrier is providing air service for a charterer engaged in operations involving flights or parts thereof where flight distances are not measurable, or when requested by charterer and such request is noted by the carrier on the invoice.
- 42.3 On term charters, rates per hour shall apply except that rates per mile will apply when requested by the charterer to the extent that flight distances are measurable.

43.0 METHODS OF MEASURING DISTANCE

- 43.1 When it is not possible to fly in an aircraft in a straight line between two points because of terrain or weather, then the mileage charged shall be the average of point to point straight line and the arc measured between the points.
- 43.2 When a flight is required to be flown over airway routes or routes prescribed by the Department of Transport, the distances shall be measured in straight lines along such routes.
- 43.3 The distances of flights, other than a flight referred to in subsection (1), shall be measured in a straight line between the places of commencement and termination of the work provided for in the charter, using standard eight miles to one inch aeronautical charts, National Topographic Series, as issued by the Department of Energy, Mines and Resources, Ottawa.

44.0 DETERMINATION OF FLIGHT TIME

- 44.1 When an entire flight is to be assessed at rate per hour, the hours and minutes for which a charge is made shall be computed from the time the aircraft commences taxiing before take-off until it finishes taxiing after landing.
- 44.2 When only a portion of a flight is to be assessed at a rate per hour, the hours and minutes flown shall be computed from the time the aircraft deviates from a point on the measurable route until it returns to a point on the measurable route.

45.0 DETERMINATION OF TOTAL CHARTER MILES OR HOURS

45.1 The total charter miles or hours, whichever is applicable, shall be the aggregate of the following miles or hours computed in accordance with Rule 43 or 44, that is to say:

- (a) the lesser of the miles or hours, if any,
 - (I) measured from the carrier's nearest base named in Table I at which the chartered aircraft is shown as available to the place at which the work provided for in the charter is to be performed, and
 - (ii) measured from the place at which the chartered aircraft is actually located at the time of the charter to the place from which the work provided for in the charter is to be performed;
- (b) the miles or hours flown in performing the work of the charter; and
- (c) the lesser of the miles or hours, if any,
 - (i) measured from the place at which the work provided for in the charter terminated to the carrier's base named in Table I nearest to the place at which the work provided for in the charter commenced, and;
 - (ii) measured from the place at which the work provided for in the charter terminated to whichever of the following places the aircraft is actually flown, that is to say:
 - (A) another base of the carrier,
 - (B) the place at which another charter is to commence, or
 - (C) the place at which the carrier requires the aircraft for operational reasons.

45.2 Where the chartered aircraft is on a term charter subject to rates per hour and the hours flown for positioning and repositioning the aircraft calculated from and to the carrier's base under the provisions of paragraph (1)(a) but the flight of the aircraft commences and terminates at places other than the carrier's base, the hours flown between the carrier's base and the places of commencement and

termination of the work provided for in the charter shall be determined as follows:

- (a) the mileage between the carrier's base and place of commencement or termination of the work provided for in the charter measured in accordance with Rule 43 is divided by the block speed determined by dividing the rater per hour for non-term charters by the rate per mile for non-term charters published in Table II.

46.0 CHARGES FOR LANDINGS ON NON-TERM CHARTERS

46.1 The landing charges set out in Table II shall be charged when landings in addition to the free landings allowed in Table are made pursuant to a request by the charterer.

46.2 Landing charges shall not apply:

- (a) to landings made on flights to which the minimum charge per flight applies; or
- (b) to the landing made upon positioning of the aircraft after completion of the work provided for in the charter.

47.0 CHARGES FOR TAXIING AIRCRAFT

Where, at the request of the charterer, the aircraft is taxied for purposes other than take-off or landing, the taxiing charges published in Table II shall be charged.

48.0 CREDITS FOR FUEL AND OIL SUPPLIED BY CHARTERER

Where fuel and oil are supplied to the carrier by the charterer, the charterer shall be credited with the value or such supplies based on the value of the supplies.

TABLE I: CARRIER BASES

LICENSED BASES

<u>Name of Base</u>	<u>Aircraft</u>	<u>Undercarriage</u>
Vancouver, B.C.	Beechcraft 200	Wheels
	Beechcraft 1900	Wheels
	Shorts SD360	Wheels
	SAAB 340A	Wheels
Port Hardy, B.C.	Dehavilland Beaver	Amphibious
	Grumman Goose	Amphibious

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TABLE II : RATES AND CHARGES

WHEEL AIRCRAFT

All Charters are quoted using NAVPAK computer software. Mileage, Fuel costs, and Fixed Charges are computed based on many variables too complex to simply list. This chart gives a simple value for Charters and does not reflect the actual Charter rate.

AIRCRAFT	MILEAGE	FUEL	TOTAL	FIXED RATE PER SECTOR
BEECH 200	\$ 5.40	\$ 1.62	\$ 7.02	\$ 195.00
BEECH 1900	\$ 7.35	\$ 1.95	\$ 9.30	\$ 290.00
SHORTS 360	\$11.00	\$ 2.95	\$13.92	\$ 455.00*
SAAB 340A	\$11.60	\$ 2.32	\$13.92	\$ 455.00*

* FIXED CHARGES PER SECTOR FOR SD360 & SAAB340 , YVR-BBC \$335.00, YVR-YZT \$425.00

(1) All Navigation fees, airport Landing fees, airport Terminal fees, and other applicable taxes and fees will be charged in addition to the Charter tariff.

(2) Surcharge for Early Morning and Late Evening Charters

Flights originating between 0600-0659 and 1900-2229	\$ 75.00
Flights originating between 2230 and 0559	\$125.00

FLOAT AIRCRAFT

AIRCRAFT	BASE	FUEL	TOTAL	MINIMUM CHARGE	HOLD TIME	HOURLY	DAY RATE
Cessna 185	\$ 4.95	\$ 1.64	\$ 6.59	\$ 210.00	\$ 130.00	\$ 700.00	\$2080 + \$ 180/Hr Fuel
Beaver DHC2	\$ 5.60	\$ 1.64	\$ 7.24	\$ 210.00	\$ 130.00	\$ 796.00	\$2570 + \$ 180/Hr Fuel
Goose G21a	\$ 7.35	\$ 2.50	\$ 9.85	\$ 280.00	\$ 195.00	\$1280.00	\$3930 + \$ 325/Hr Fuel

(1) All Navigation fees, airport Landing fees, airport Terminal fees, and other applicable taxes and fees will be charged in addition to the Charter tariff.

(2) Surcharge for Early Morning and Late Evening Charters

Flights originating before 0700 and after 1900	\$ 75.00
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