**NOTE**

The attached tariff applies to air carriers operating a domestic service with 30 or more passenger seats. With the exception of the provisions in this tariff identified with the (∙) symbol referring to the regulatory provisions of the *Air Transportation Regulations*, as amended (hereinafter the ATR), the attached domestic air tariff is intended to serve as a guide.

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

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 directly 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.

**CONTENT OF TARIFF**

Every tariff should include a tariff number, title page, index, definitions, issue date, effective date, name of issuing party and consecutive page numbers. Further, as identified in subparagraph 107(1)(*n*) of the *Air Transportation Regulations* (ATR), it should also clearly state the air carrier’s policy in respect of, at least, the following matters:

- acceptance of children

- carriage of persons with disabilities

- compensation for denial of boarding as a result of overbooking

- exclusions from liability respecting passengers and goods

- failure to operate the service or failure to operate on schedule

- passenger re-routing

- limits of liability respecting passengers and goods

- method of calculation of charges not specifically set out in the tariff

- refunds for services purchased but not used, whether in whole or in part, either as a result of the client’s unwillingness or inability to continue or the air carrier’s inability to provide the service for any reason

- procedures to be followed, and time limitations, respecting claims

- refusal to transport passengers or goods

- ticket reservation, cancellation, confirmation, validity and loss

**NOTE:** Other provisions pertaining to tariffs are included in both the *Canada Transportation Act* (CTA) and the *Air Transportation Regulations*.

**REQUIREMENTS**

In accordance with the provisions of the CTA, the holder of a domestic licence shall:

**Display:** in a prominent place at the business offices of the licensee a sign indicating that the tariffs for the domestic service offered by the licensee, including the terms and conditions of carriage, are available for public inspection at the business offices of the licensee, and allow the public to make such inspections.

**Apply:** any fare, rate, charge or term or condition of carriage applicable to the domestic service it offers which is set out in a tariff that has been published or displayed and is in effect.

**Publish:** the terms and conditions of carriage on any Internet site used by the licensee for selling the domestic service offered by the licensee.

**Retain:** a record of its tariffs for a period of not less than three years after the tariff has ceased to have effect.

**PURPOSE OF A TARIFF**

The term "Tariff" is defined in the CTA as:

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

Tariffs should outline the terms and conditions under which the carrier operates its business as it relates to the transportation of passengers, baggage or goods. Although most carriers will have similar tariffs, each carrier should ensure that its tariff is applicable to and meets the needs of its own operation and is in accordance with the provisions of the CTA and the ATR.

The purpose of a tariff is to protect both the carrier and the consumer against unexpected demands or conditions imposed upon it by the other party due to misunderstanding. It functions as the contract of carriage between the passenger and the carrier.

**SAMPLE TARIFF**

The attached tariff is intended as a sample only and applies to domestic services only. Each carrier should carefully analyse its own operation and create a tariff that is applicable to its own type of business.

The tariff may be edited as often as necessary; however, new pages should be given the same number as the original and should indicate that the page is an amendment to the original page number.

**HELP SHEET**

**PROCEDURES ON HOW TO CHANGE THE CONTENT**

**OF A HEADER AND/OR A FOOTER**

**ON A SPECIFIC PAGE**

How to change the content of a header and/or a footer on a specific page:

1. First add a “Section Break (Continuous)”:

Place cursor before the first character on the page you wish to amend (not in header);

Using the toolbar,

Select **Page Layout** tab;

Click the little **arrow** on the right side of Breaks;

Under Section Breaks, select **Continuous**.

1. Repeat step 1. on the following page.
2. Click on header at the top of page you wish to modify;

Under **Navigation** tab, click on **Link to Previous** (to remove “same as previous”);

Click on footer at the bottom of the page;

Under **Navigation** tab; click on **Link to Previous**.

1. Repeat step 3. on the following page.
2. You may now revise the text, the pagination, issue and effective dates of the page.

Use reference marks from the “Explanation of Abbreviations, Reference Marks and Symbols” on Page 4 to identify where the change(s) occur(s).

A revised page must read i.e.: 1st Revised Page 1

Cancels Original Page 1

NOTE 1: When the cursor is in a HEADER or FOOTER, you can jump to the next header or footer of the next or previous page by clicking “Previous Section” or “Next Section” under the Navigation tab.

NOTE 2: A “Section Break Continuous” has already been added to the Check Sheet on Page 1.

**DOMESTIC TARIFF**

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

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

**ISSUED BY**

(Your Name,

Title

and Address)

**CHECK SHEET**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Page**  **Number** | **Number**  **of Revision** | **Page**  **Number** | **Number**  **of Revision** |
| 1 | Original | 13 | Original |
| 2 | ¨ | 14 | ¨ |
| 3 | ¨ | 15 | ¨ |
| 4 | ¨ | 16 | ¨ |
| 5 | ¨ | 17 | ¨ |
| 6 | ¨ | 18 | ¨ |
| 7 | ¨ | 19 | ¨ |
| 8 | ¨ | 20 | ¨ |
| 9 | ¨ | 21 | ¨ |
| 10 | ¨ | 22 | ¨ |
| 11 | ¨ | 23 | ¨ |
| 12 | ¨ | 24 | ¨ |
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|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TABLE OF CONTENTS** | | | | **Rule No.** | **Page No.** |
| Acceptance of Baggage or Goods | | | | 8 | 16 |
| Application of Tariff | | | | 2 | 6 |
| Cancellation Charges | | | | 15 | 20 |
| Carriage of Persons with Disabilities | | | | 7 | 10 |
|  | Acceptance of a Person with a Disability | | |  | 11 |
|  | Acceptance of Declaration of Self-reliance | | |  | 12 |
|  | Acceptance of Mobility Aids | | |  | 11 |
|  | Acceptance of Service Animals | | |  | 12 |
|  | Assistance to be Provided | | |  | 14 |
|  |  | Pre-boarding | |  | 14 |
|  |  | Written confirmation | |  | 15 |
|  | Communication of Information | | |  | 13 |
|  | Definitions | | |  | 10 |
|  | Liability of Carrier Respecting Mobility Aids | | |  | 15 |
|  | Seating Restrictions | | |  | 13 |
|  |  | Seating assignment | |  | 13 |
| Check Sheet | | | | - | 2 |
| Computation of Charges | | | | 5 | 7 |
| Conditions of Carriage | | | | 6 | 8 |
|  | Acceptance of Children | | |  | 8 |
|  | Exemption from Liability | | |  | 9 |
|  | Medical Clearance | | |  | 9 |
|  | Refusal to Transport | | |  | 9 |
|  | Schedules/Delays | | |  | 10 |
|  | Space and Weight Limitations | | |  | 10 |
| Currency | | | | 3 | 6 |
| Definitions | | | | 1 | 5 |
| Denied Boarding Compensation | | | | 18 | 20 |
| Explanation of Abbreviations, Reference Marks and Symbols | | | | - | 4 |
| Limitation of Liability – Baggage | | | | 11 | 17 |
| Limitation of Liability – Cargo | | | | 12 | 18 |
| Limitation of Liability – Passengers | | | | 10 | 17 |
| Mileage Determination | | | | 4 | 6 |
| Passenger Re-Routing | | | | 17 | 20 |
| Payment Requirements | | | | 14 | 19 |
| Refunds | | | | 9 | 16 |
| Substitution of Aircraft | | | | 13 | 19 |
| Tickets | | | | 16 | 20 |
|  | | | | | |
| **TABLES** | | | |  |  |
| TABLE A | | | Point to Point Rates | - | 21 |
| TABLE B | | | Aircraft Type - Rates per Mile and per Hour  and Minimum Charge | - | 22 |
| TABLE B1 | | | Landing Charges | - | 23 |
| TABLE B2 | | | Layover Charges | - | 24 |

**EXPLANATION OF ABBREVIATIONS,**

**REFERENCE MARKS AND SYMBOLS**

CTA Canadian Transportation Agency

Cont'd Continued

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

N/A Not Applicable

**RULE 1. DEFINITIONS**

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

**"Baggage"** means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight.

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

**"Carrier"** means (*Please put the name of your Company*).

**"Live Flight"** means the movement of an aircraft with payload 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, or other legal entity who contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

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

**"Ferry Flight"** means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

**"Goods"** means anything that can be transported by air including animals.

**"Origin"** means the point from which a flight commences with payload to be transported.

**"Passenger"** means a person, other than a member of the air crew who uses the air carrier’s domestic service by boarding the air carrier’s aircraft pursuant to a valid contract.

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

**RULE 2. APPLICATION OF TARIFF**

(1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by (*please write the carrier's complete name*).

(2) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by (*carrier's name*), is executed by the charterer and the carrier.

(3) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.

(4) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.

**RULE 3. CURRENCY**

Rates and charges are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of local banker's rates of exchange as calculated on the date of signing the air transportation contract.

**RULE 4. MILEAGE DETERMINATION**

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the agreed flight or flights, using the following sources in the order listed below:

(1) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited.

1. IATA Mileage Manual, published by the International Air Transport Association.

(*Above mileage sources are provided as samples only; any source of your choice is acceptable.*)

**RULE 5. COMPUTATION OF CHARGES**

The total price payable by the party contracting for the use of an aircraft shall be the following:

(1) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Table "B", or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table "B", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table "B".

(2) 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 Table "B", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table "B", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table "B", or

(3) Point to Point Rates as published in Table "A".

(4) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds $... (*amount to be established by the carrier*).

(5) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:

(a) Loading/unloading of the aircraft.

(b) Charges for goods carried outside the aircraft.

(c) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.

(d) Charges for storage.

(e) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.

(f) The actual cost of any special or accessorial services performed or provided on request.

(6) Layover charges, if any, as set forth in Table "B2", will be assessed by the carrier for holding the aircraft on request at any point on the route in excess of the free waiting time.

(7) Landing charges as per Table "B1".

(8) Taxiing charges, if any, for the time required to transport passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour shown in Table "B".

(9) Valuation charges, if any, in accordance with Rule 11 and Rule 12.

**RULE 6. CONDITIONS OF CARRIAGE**

The operation of a domestic service is governed by the *Canada Transportation Act* (the CTA), the *Air Transportation Regulations*, as amended (the ATR), the *Aeronautics Act* and associated regulations.

1. Acceptance of Children
2. 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.

(2) 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.

(3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

(B) 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:

(1) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;

(2) **"Force Majeure"**, or any other causes not attributable to the wilful 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 a Government or public body, on what ever grounds, to grant the carrier any clearance, licence, right or other permission necessary for the performance of the carrier's operation 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.

(C) 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).

(D) Refusal to Transport

(1) The carrier will refuse passage to any person when:

– Such action is necessary for reasons of safety;

– Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.

(2) 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 – Carriage of Persons with Disabilities – See Rule 7 (E) Acceptance of Declaration of Self-reliance.

(E) Space and Weight Limitations

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

(F) 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.

**RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES**

The operation of aircraft having 30 or more passengers seats is subject to the provisions set out in Part VII of the *Air Transportation Regulations* (the ATR), regarding the provisions of services to persons with disabilities. The provisions in this tariff identified with the (∙) symbol refer to the regulatory provisions of the ATR. The ATR in its entirety is available on the internet at: <http://laws.justice.gc.ca/en/C-10.4/SOR-88-58/index.html>.

(A) 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)*.

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

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

(3) "**Non-self-reliant**" means a person who is not self-reliant.

(4) "**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 required by the ATR or that is normally offered by the carrier.

(5) "**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.

(B) Acceptance of a Person with a Disability

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

**Personal Attendant**

**Disability 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

(\*) Except in cases where the number of such passengers travelling on a given flight exceeds the *Civil Aeronautics Directorate Transport Canada’s 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) Acceptance of Mobility Aids (•) Section 148

In addition to the regular free baggage allowance, the carrier will accept the following mobility aids 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.

Aircraft design

Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person’s aid, the air carrier is not required to carry the aid. The carrier will advise the person about transportation arrangements that are available for the aid.

Manually operated wheelchair

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

(a) until the person reaches the boarding gate;

(b) where facilities permit, while the person is moving between the terminal and the door of the aircraft;

(c) where space and facilities permit, while the person is moving between the terminal and the passenger seat.

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

Applicable to small aid referred in (C) (3), (4) and (5)

Where space and facilities permits, the air carrier will, without charge, permit the person to retain the aid in the person’s custody during the flight.

(D) Acceptance of Service Animals (•) Section 149

The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person’s passenger seat.

(E) Acceptance of Declaration of Self-reliance (•) Section 154

Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person 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 attention from airline employees to assist with the passenger’s needs beyond the range of services that are required by the ATR or that are normally offered by the carrier.

(F) Communication of Information

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 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 carrier 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.

(G) Seating Restrictions

Persons 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 safety rules or regulations administered by Transport Canada.

Seating assignment (•) Section 153

– When a person identifies the nature of his/her disability, before assigning a passenger seat, the carrier will inform the person as to which seats in the aircraft are the most accessible seats.

– Accessible passenger seats are the last seats to be assigned to passengers without 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*:

Once the identification of the most accessible seat is completed, prior to proceed with the seat assignment, the carrier will enter into a dialogue with the person to determine if the designated seat meets his/her needs.

(H) Assistance to be Provided (•) Sections 147, 148 and 150

(1) If requested at least 48 hours before the scheduled time of departure of the person’s flight, the carrier will provide the following assistance:

(a) registration at the check-in counter;

(b) proceeding to the boarding area;

(c) boarding and deplaning;

(d) stowing and retrieving the person’s carry-on baggage;

(e) retrieving the person’s checked baggage;

(f) transferring the person:

(1) between: the person’s own wheelchair, scooter or other mobility aid

and: a wheelchair, boarding chair or other mobility aid provided by the carrier.

(2) between: a wheelchair, boarding chair or other mobility aid

and: the person’s passenger seat.

(g) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;

(h) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;

(i) inquiring periodically about the person’s needs when persons in wheelchairs who are not independently mobile are awaiting a flight after check-in, when in transit between flights and during the flight;

(j) assembling and disassembling of mobility aids; and

(k) proceeding to the general public area or to a representative of another carrier.

(2) If the request for these services is not made within 48 hours of the designated departure time, the carrier will make a reasonable effort to provide the services.

Pre-boarding (•) Section 147(3)

When a request is made by a person for boarding or seating or stowing carry-on baggage, the carrier may require the person to board the aircraft in advance.

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*:

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers).

Written confirmation (•) Section 152 (*b*)

The carrier is to provide a written confirmation to the person of the services to be provided.

(I) Liability of Carrier Respecting Mobility Aids

The liability of carrier for substantiated 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 is to be based on the cost of the repair or replacement value of the mobility aid.

(•) Section 155

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

(1) the air carrier will immediately provide a suitable temporary replacement without charge;

(2) if a damaged aid can be repaired, in addition to (1) above, the air 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;

(3) if a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (1) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

**RULE 8. ACCEPTANCE OF BAGGAGE OR GOODS**

(1) All baggage or goods presented for transportation is/are subject to inspection by the carrier.

(2) 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 any applicable Canadian laws, regulations, or orders.

(3) If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:

(a) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and, provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons.

(b) Explosives, munitions, corrosives and articles which easily ignite.

(c) (\*) Pets including, 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 may be carried in the cargo compartment of the aircraft.

(\*) Not applicable to service animals.

**RULE 9. REFUNDS**

(1) Application for refund shall be made to the carrier or its duly authorized Agent.

(2) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

**RULE 10. LIMITATION OF LIABILITY – PASSENGERS**

(1) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of $... (*to be established by the carrier*).

(2) In no cases shall the carrier’s liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

(3) The carrier is not liable:

(a) In the case of any passenger whose age or mental or physicalcondition, 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/her age or mental or physical condition; or

(b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

**RULE 11. LIMITATION OF LIABILITY – BAGGAGE**

Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage - (\*) Not applicable to mobility aids - see Rule 7 (I).

(1) The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:

1. The liability of the carrier is limited to sum of $1,800.00 for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
2. If it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of their employment.
3. If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

Unless the passenger proves otherwise:

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

(2) The liability of the carrier is limited to the declared value of baggage except when the passenger:

(a) has declared the value of the baggage to be an amount exceeding (*the amount appearing in paragraph (1) of this Rule*) per passenger for any one or more passengers; and

(b) has paid an additional charge of $... per $... (*e.g. $1.00 per $100.00*) or fraction thereof for the excess amount.

(3) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.

(4) In no cases shall the carrier’s liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.

**RULE 12. LIABILITY OF CARRIER – CARGO**

(1) Subject to subsection (2) 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 limited to the sum of $32.00 per kilogramme.

(2) Liability of the carrier is limited to the declared value of goods except when the passenger:

(a) has declared a value of the goods in an amount exceeding (*the amount appearing in paragraph (1) of this Rule*), and

* 1. has paid an additional charge of $... per (*e.g. $1.00 per $100.00*) or fraction thereof for the excess amount.

**RULE 13. SUBSTITUTION OF AIRCRAFT(\*)**

(1) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (2) and (3).

(2) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.

(3) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

(\*) Applicable when the contract entails the use of the full capacity of the aircraft in question.

**RULE 14. PAYMENT REQUIREMENTS**

(1) Payments for a contracted 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.

(2) (*Can be used for terms of payment, e.g. X* ***%*** *of total price shall be paid upon signing the contract, full payment for each flight X days prior to flight*).

**RULE 15. CANCELLATION CHARGES**

(*The following cancellation charges are provided as an example.*)

(1) *When the cancellation is made 5 days or more prior to the planned departure, no cancellation charges shall be levied.*

1. *When the cancellation is made less than 5 days prior to the planned departure of the first flight, 10 % of the total air transportation contract price will be retained by the carrier.*

RULE 16. 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 17. 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 18. 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.

**TABLE "A"**

**RATES AND CHARGES**

POINT TO POINT RATES

(In Canadian Dollars)

|  |  |  |
| --- | --- | --- |
| **FROM** | **TO** | **$** |
|  |  |  |
|  |  |  |
|  |  |  |

Point to point rates may be quoted on a round trip basis and have precedence over any other type of rates.

In addition, the carrier may indicate a minimum occupancy required by aircraft type in order to carry out a point to point service.

**TABLE "B"**

**RATES AND CHARGES PER MILE AND PER HOUR**

(In Canadian Dollars)

|  |  |  |  |
| --- | --- | --- | --- |
| **AIRCRAFT TYPE** | **LIVE RATE PER MILE** | **FERRY RATE PER MILE** | **MINIMUM CHARGE**  **PER FIGHT** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **AIRCRAFT TYPE** | **LIVE RATE PER HOUR** | **FERRY RATE PER HOUR** | **MINIMUM CHARGE**  **PER FIGHT** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Above rates to be computed in accordance with Rule 4 herein.

**NOTE -** Above aircraft and charges are provided as examples only.

**TABLE "B1"**

**LANDING CHARGES**

(In Canadian Dollars)

|  |  |
| --- | --- |
| **AIRCRAFT TYPE** | **CHARGE PER LANDING** |
|  |  |
|  |  |
|  |  |

Above rates to be computed in accordance with Rule 5 herein.

**NOTE -** Above aircraft and charges are shown as examples only.

**TABLE "B2"**

**LAYOVER CHARGES**

(In Canadian Dollars)

|  |  |  |  |
| --- | --- | --- | --- |
| **AIRCRAFT**  **TYPE** | **FREE WAITING**  **TIME IN HOURS** | **RATE PER**  **HOUR** | **MAXIMUM CHARGE**  **PER DAY OR PART** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Above rates to be computed in accordance with Rule 5 herein.

**NOTE -** Above aircraft and charges are provided as examples only.