

# LOCAL DOMESTIC CHARTER RULES AND TARIFF

LOCAL DOMESTIC CHARTER TARIFF  
CONTAINING TERMS AND CONDITIONS OF  
CARRIAGE, RULES AND REGULATIONS AND  
TOLLS APPLICABLE IN CHARTER AIR SERVICES  
BETWEEN POINTS IN CANADA  
WITH FIXED WING AIRCRAFT

## RECORD OF REVISION

## LOCAL INTERNATIONAL CHARTER RULES AND TARIFF

REVISION NUMBER	DATE EFFECTIVE
Original	2013 03 17
1	2014 07 01
2	2014 08 01
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For explanation of abbreviations, reference marks, and symbols; see Page 4

**CHECKLIST**

\* Original and revised rules indicated below, contain all changes from original tariff, effective as of the date shown thereon:

<b>TERM &amp; CONDITION</b>	<b>REVISION</b>	<b>TERM &amp; CONDITION</b>	<b>REVISION</b>
1	1 <sup>st</sup> Revision	19	1 <sup>st</sup> Revision
2	1 <sup>st</sup> Revision	20	1 <sup>st</sup> Revision
3	2 <sup>nd</sup> Revision	21	1 <sup>st</sup> Revision
4	1 <sup>st</sup> Revision	22	2 <sup>nd</sup> Revision
5	1 <sup>st</sup> Revision	23	1 <sup>st</sup> Revision
6	1 <sup>st</sup> Revision	24	1 <sup>st</sup> Revision
7	3 <sup>rd</sup> Revision	25	1 <sup>st</sup> Revision
8	1 <sup>st</sup> Revision	26	2 <sup>nd</sup> Revision
9	1 <sup>st</sup> Revision	27	2 <sup>nd</sup> Revision
10	1 <sup>st</sup> Revision	28	1 <sup>st</sup> Revision
11	2 <sup>nd</sup> Revision	29	1 <sup>st</sup> Revision
12	2 <sup>nd</sup> Revision	30	1 <sup>st</sup> Revision
13	1 <sup>st</sup> Revision	31	1 <sup>st</sup> Revision
14	1 <sup>st</sup> Revision	32	1 <sup>st</sup> Revision
15	2 <sup>nd</sup> Revision	33	1 <sup>st</sup> Revision
16	1 <sup>st</sup> Revision	34	1 <sup>st</sup> Revision
17	1 <sup>st</sup> Revision	35	1 <sup>st</sup> Revision
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		40	1 <sup>st</sup> Revision
		41	1 <sup>st</sup> Revision
		42	1 <sup>st</sup> Revision
		43	1 <sup>st</sup> Revision
		<b>TOLLS</b>	2 <sup>nd</sup> Revision
		<b>RATES SUMMARY PAGE</b>	2 <sup>nd</sup> Revision

For explanation of abbreviations, reference marks, and symbols; see Page 4

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## EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

- **CTA (A)**
  - The Canadian Transportation Agency
- **No.**
  - Number

### Explanation of Symbols

- **A** Denotes increase
- **C** Denotes change in wording which clearly results in neither increase nor reduction in charges
- **N** Denotes addition
- **R** Denotes reduction
- **%** Percent
- **\$** Dollars

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For explanation of abbreviations, reference marks, and symbols; see Page 4

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## TERMS AND CONDITIONS OF CARRIAGE

### 1 – INTERPRETATION

In this Tariff;

- **Animals** include reptiles, fish, birds, poultry, insects and worms;
- **Baggage** means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip;
- **Base** means any of the carrier's licenced bases named in Table I;
- **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;
- **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 May 1 to October 31, both dates inclusive;
- **Term charter** means a charter for a specified number of consecutive days or months or a combination thereof;
- **Toll** means any charge, classifications, fare, rate or allowance;
- **Winter** means the period from November 1 to April 30, both dates inclusive.

For explanation of abbreviations, reference marks, and symbols; see Page 4

## 2 – APPLICATION OF TARIFF

- 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.
- The rules, rates and charges that apply to any charter are those in effect on the date the charter 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:
  - 1) the closing date of the tender;
  - 2) the date the offer or quotation is submitted to the charterer, whichever is applicable.
- Acceptance of children
  - 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.
  - 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.
  - The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

## 3 – OPERATION, INTERRUPTION OR CANCELLATION OF CHARTER FLIGHT

- The carrier shall have exclusive operational control over chartered aircraft and the contents and crew thereof.
- 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 carrier may:
  - 1) Cancel or terminate a charter or any flight of a charter at any time
  - 2) Return to base or to the last point of landing, or
  - 3) 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.

For explanation of abbreviations, reference marks, and symbols; see Page 4



## 4 – TRAFFIC DOCUMENTS

- The carrier shall issue
  - With respect to each passenger, an individual passenger ticket, manifest or other similar document;
  - In respect of baggage, a baggage ticket, manifest or other similar document, which may be combined with the passenger document;
  - In respect of goods, an air consignment notes, manifest, waybill, bill of lading or other similar document.
- The charterer shall provide the carrier with all reasonable information, facilities and assistance in the issuing and delivery of traffic documents.

## 5 – SPACE FOR THE CARRIER'S USE

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

## 6 – 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.

## 7 – LIVE ANIMALS

- Live animals shall be properly crated, harnessed or packed, as required by the carrier.
- 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.
- When the carrier furnishes food for a live animal, the cost of the food shall be charged to the charterer.
- The Carrier is not responsible for the loss, injury, sickness or death of a live animal except when caused directly or indirectly by the act, neglect or default of the Carrier. Should injury or death of a Service Animal result from the fault or negligence of the Carrier, the Carrier will undertake to provide, expeditiously and at its own expense, medical care for or replacement of the service animal.
- 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.

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For explanation of abbreviations, reference marks, and symbols; see Page 4

- Carrier will accept for transportation without charge in the passenger compartment specially trained, certified, accompanied service animals in the following categories;
  - 1) Search and rescue dogs;
  - 2) A service animal required to assist a person with a disability provided the animal is properly harnessed and certified as having been trained at a professional service animal institution, such an animal will be permitted to accompany the person with a disability into the cabin and remain on the aircraft floor at the person's feet.
- For the safety and comfort of all passengers, The Carrier staff (in consultation with the person with a disability) will determine where the person with a disability and service animals accepted under this rule will be seated.
- Service animals do not require a muzzle.
- The Carrier will not be responsible in the event any such animal is refused entry into or passage through any country.

## 8 – DANGEROUS GOODS

- The charterer shall comply with the applicable governmental regulations governing the carriage of explosives or other dangerous goods under this Tariff.
- Any charterer shipping or attempting to ship dangerous 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 goods at the charterer's risk and expense.

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For explanation of abbreviations, reference marks, and symbols; see Page 4

## 9 – PERISHABLE GOODS

- Perishable goods shall be properly packed by the charterer to prevent deterioration in flight.
- 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.
- The carrier shall take reasonable precautions to ensure that perishable goods are not damaged by freezing or defrosting in flight.
- Where;
  - 1) Perishable goods are refused by the consignee,
  - 2) No effective arrangements are made by the charterer or the consignee to accept perishable goods at the destination of the goods, or
  - 3) 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,

The carrier may, without prior notice, sell or otherwise dispose of the goods upon the best terms available.

## 10 – PRISONERS

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

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For explanation of abbreviations, reference marks, and symbols; see Page 4

## 11 – TRANSPORT OF PASSENGERS WITH DISABILITIES

### Definitions;

Charter passengers shall be considered disabled when their physical, medical or mental condition requires individual attention on enplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is normally not extended to other passengers

- 1) Ambulatory a person who is able to move about within an aircraft unassisted.
- 2) Non-Ambulatory a person who is not able to move about within the aircraft unassisted.
- 3) Self-Reliant a person who is independent, self-sufficient and capable of taking care of all his/her physical needs during flight, during an emergency evacuation or decompression. He/she requires no special or unusual attention beyond that afforded to the general public, except that he/she may require assistance in boarding or deplaning
- 4) Non-Self-Reliant a person who is not Self-Reliant as defined above.
- 5) Determination of Self-Reliance the Carrier will accept the determination of a person with a disability as to his/her self-reliance.
- 6) Attendant means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by The Carrier's staff.
- 7) Wheelchair-Bound Athlete a non-ambulatory person with upper body and arm development such as to make him/her physically capable of leaving an aircraft in an emergency with minimal assistance, and who is a member of a bona-fide sports association.
- 8) Random Seating the assignment of any passenger seat on the main deck, of an aircraft except a seat in a row of seats at an emergency exit.
- 9) Service Animal means an animal required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.

For explanation of abbreviations, reference marks, and symbols; see Page 4

**Acceptance of Persons with Disabilities**

The Carrier will accept for carriage any passenger whose mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, provided:

- 1) He/she is accompanied by an attendant who will be responsible for the passenger enroute, and
- 2) With the care of such attendant, he/she will not require attention or assistance beyond that usually provided by The Carrier's employees.
- 3) Persons with disabilities will be accepted for transportation as outlined in the following

<b>DISABILITY</b>	<b>ASSISTANCE REQUIRED</b>	<b>MAXIMUM NO. PER FLIGHT</b>
Visually Impaired	No	No Limit
Hearing Impaired	No	No Limit
Visually & Hearing Impaired	Yes	No Limit
Cognitive Disability/Self-Reliant	Yes	No Limit
Cognitive Disability/Non Self-Reliant	Yes	No Limit
Ambulatory/Self-reliant	No	No Limit
Ambulatory/Non-self-reliant	Yes	No Limit
Non-ambulatory/Non-self-reliant	Yes	<u>2</u>

WCHC is a passenger who is completely immobile and who requires a wheelchair to/from the aircraft and must be carried up/down steps and to/from cabin seat. These passengers must be accompanied by an attendant.

The number of persons with disabilities and the number of attendants required may be altered by The Carrier in the case of handicapped athletes attending their sporting events.

- 4) 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).
- 5) Seating Restrictions
  - Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows, or over-wing emergency exit rows.

For explanation of abbreviations, reference marks, and symbols; see Page 4

**Acceptance of Mobility Aids**

In addition to the regular baggage allowance for each charter passenger. The Carrier will accept the following items which must be stowed in the Baggage Compartment;

- 1) Manually operated and/or powered wheelchairs, scooters and walkers.
- 2) Wheelchairs with NON-SPILLABLE batteries must have battery cables disconnected and terminals must be insulated (taped) to prevent accidental short-circuits. Battery must be securely attached to the wheelchair/scooter.
- 3) Wheelchairs with SPILLABLE batteries will be carried according to the following:
  - a. If the wheelchair can be loaded, stowed, carried and unloaded always in the upright position, the battery need not be removed. Cables must be disconnected and terminals must be insulated (taped) to prevent accidental short-circuits and battery must be securely attached to the wheelchair/scooter.
  - b. If the wheelchair cannot be loaded, stowed, carried and unloaded always in the upright position, the battery must be removed and carried in a strong rigid packaging which is
    - o Leak-tight and impervious to battery fluid.
    - o Secured in the cargo compartment so as to prevent upsetting.
    - o Battery must be protected against short-circuits and surrounded with compatible absorbent material sufficient to absorb the total quantity of liquid acid.
    - o The packaging must be marked: "BATTERY WET WITH WHEELCHAIR" and must bear the Corrosive and package orientation labels.
- 4) Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with The Carrier's safety regulations
- 5) Where a mobility aid cannot be carried in the passenger compartment, The Carrier will provide assistance in disassembling and packaging the aid, unpacking and reassembling the aid, and returning the aid promptly on arrival at the person's destination, all without charge
- 6) In the event that a mobility aid is damaged or mishandled, The Carrier will provide a rental or temporary wheelchair while that of the passenger is being repaired/returned.

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For explanation of abbreviations, reference marks, and symbols; see Page 4

**Service Animals**

- See Rule 7 - Live Animals

In the event that a mobility aid is lost or damaged, the Carrier will immediately provide a suitable temporary replacement without charge. In addition, 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 following the passenger's arrival, the Carrier will replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

**12- REFUSAL TO TRANSPORT**

- The Carrier will refuse to transport or will remove at any point any passenger for any of the following:
  - 1) Whenever such action is necessary,
    - a) to comply with any governmental regulation
    - b) to comply with any governmental request for emergency transportation in connection with national defense, national disasters or search and rescue operations
  - 2) Whenever necessary or advisable by reason of weather or other conditions beyond its control (including, but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported
  - 3) Whenever a passenger refuses to permit search of his person or property for explosives or a concealed deadly or dangerous weapon or article
  - 4) Whenever a passenger refuses to comply with The Carrier's rules and regulations
  - 5) Whenever a person with a disability requires an attendant unless this person is accompanied by such an attendant who will be responsible for his/her care en-route, and with the care of such attendant, he/she will not require unreasonable attention or assistance from The Carrier personnel
  - 6) Whenever a person's conduct is disorderly, abusive or violent and his/her removal or refusal is necessary for the reasonable safety and/or comfort of other passengers
  - 7) Whenever a pregnant woman whose expected delivery date is within 7 days of travel, unless The Carrier is provided with a doctor's certificate, dated within 72 hours of departure, stating that she has been examined and found physically fit for travel from (place) to (place) on (date) and that the estimated time of birth is (date).
- The Carrier will refuse to carry any article that it has reasonable grounds for believing
  - 1) Will endanger the safety of the aircraft, crew or passengers or any property;
  - 2) Is shipped contrary to any governmental regulations;
  - 3) Is liable to cause damage to the aircraft or to baggage or goods on board the aircraft or injury to persons on board the aircraft.

For explanation of abbreviations, reference marks, and symbols; see Page 4

- The Carrier may refuse to carry improperly packed or otherwise defective baggage or goods.
- The Carrier is not liable for its refusal to transport or for its removal of any passenger in accordance with the preceding paragraphs of this rule, but will, at the request of the passenger, refund in accordance with Rule 27 (Refunds Involuntary).
- The Carrier will refuse to transport small lithium battery-powered vehicles in checked baggage, as carry-on items, or as cargo shipments due to numerous safety concerns associated with the batteries in these devices including, but not limited to, hoverboards, electric Bicycles, electric Skateboards/Scooters, mini-Segways or balance Wheels.

### 13 – 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.

### 14 – LIABILITY OF THE CARRIER RESPECTING PASSENGERS

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.

The carrier may 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 – LIABILITY OF CARRIER RESPECTING BAGGAGE

The liability of the carrier in respect of loss of, or damage to, baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$750 per passenger.

### 16 – LIABILITY OF CARRIER RESPECTING GOODS

Subject to subsection (2) and section 17 (Exclusion from Liability), 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 \$1.00 per kilo.

The liability of the carrier is limited to the declared value of goods when the charterer has

- 1) Declared a value of the goods in an amount exceeding \$1.00 per kilo; and
- 2) Paid an additional charge of \$0.50 per \$100.00 or fraction thereof for the excess amount.

For explanation of abbreviations, reference marks, and symbols; see Page 4



## 17 – EXCLUSIONS FROM LIABILITY RESPECTING GOODS

- 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
  - 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.
- The carrier shall not be liable for loss of, or damage to any goods caused or contributed to by
  - a) Acts of God, 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 of 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.
- 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 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.
- The carrier shall not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value, except as provided for in section 16 (Liability of Carrier Respecting Goods), unless such articles are specifically declared to the carrier in writing, but the carrier shall not be liable in any event for such articles enclosed in or shipped as baggage.
- 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.

For explanation of abbreviations, reference marks, and symbols; see Page 4

- 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.
- 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 section 18 (limitation of action).

## 18 – LIMITATION OF ACTION

No action may be maintained against the carrier for injury to or for any delay in carriage of any passenger unless the action is commenced within one year of such occurrence.

No action may be maintained against the carrier for loss of, 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.

## RULES AND REGULATIONS

### 19 – CURRENCY

All monetary amounts published in this Tariff are stated in terms of lawful currency of Canada.

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.

### 20 – PAYMENT AND ADJUSTMENT OF CHARGES

- 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.
- 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.
- 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.

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For explanation of abbreviations, reference marks, and symbols; see Page 4

- When a charter is cancelled by the carrier after commencement, charges shall be charged for the completed portion only
- 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;
  - b) Where charges are assessed on a mileage basis, in respect of any deviation not requested by the charterer.
- 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.
- The monthly payment on term charters of one month or more shall not be less than the applicable minimum charge per month.
- 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.

## 21 – GROUND TRANSPORTATION

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

## 22 – 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 requested by the charterer, may accept payment of the charter charges from the charterer and such other persons on any basis of apportionment agreed to between the parties.

## 23 – SUBSTITUTION OF AIRCRAFT

- When, owing to causes beyond the control of the carrier, the chartered aircraft is unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of the charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections (2) and (3).
- 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.

For explanation of abbreviations, reference marks, and symbols; see Page 4

- 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.

## 24 – CHARGES FOR CANCELLATION OF CHARTERS BY THE CHARTERER

- In the case of charters other than term charters,
  - a) When cancellation is made more than 48 hours prior to planned departure, no cancellation charge is payable;
  - b) When cancellation is made more than 24 hours and less than 48 hours prior to planned departure a cancellation charge of 25 percent of the total charter charge is payable;
  - c) When cancellation is made less than 24 hours prior to planned departure, a cancellation charge of 50 percent of the total charter charge is payable, or
  - d) When cancellation is made after the charter has commenced but before it is completed, a cancellation charge of 80 percent of the total charter or the cost incurred by the carrier whichever is higher is payable.
- In the case of term charters,
  - a) When cancellation is made more than 48 hours prior to commencement of the charter, no cancellation charge shall be made;
  - b) When cancellation is made less than 24 hours before planned commencement of the charter, a charge equivalent to one day at the minimum charge per day per aircraft shall be made;
  - c) When cancellation is made after the charter commences, a charge equivalent to one day at the minimum charge per day per aircraft or the cost incurred by the carrier whichever is higher shall be made.

## 25 – 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.

For explanation of abbreviations, reference marks, and symbols; see Page 4

## 26 – FACILITIES AND SERVICES REQUIRED TO BE PROVIDED BY CHARTERER

- Where the following facilities and services, that is to say:
  - a) Communications and navigational aids;
  - b) Hangar and storage space;
  - c) Pre-heaters for aircraft;
  - d) Airstrips with communications, markers lights or both.
  - e) Personnel to assist carrier's crews with aircraft ground operations, are available for the carrier's use, the cost to the carrier of using such facilities and services including, but not limited to, de-icing services, fluid and equipment shall be charged to the charterer.
  
- Where the facilities and services set out in subsection (1) are required but not available in the area described in the subsection, they shall be provided by the charterer at no cost to the carrier.
  
- Upon the request of and authorization of 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.

## 27 – MINIMUM CHARGE

Except as provided in paragraph 27 (Application of Zone Rates and Charges) (1) (c), 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.

The minimum charge per aircraft per month is applicable when it is less than the charge resulting for the application of the minimum charge per aircraft per day.

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.

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.

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 for each day the aircraft is unavailable less than the average of twenty-five days.

For explanation of abbreviations, reference marks, and symbols; see Page 4

## 28 – CHARGES FOR LOADING AND UNLOADING AIRCRAFT

The carrier is responsible for loading and unloading aircraft at its bases except that when the charter 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.

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.

## 29 – 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.

## 30 – CHARGES FOR EXTRA AIR CREW

Upon request of the charterer, the carrier shall furnish extra aircrew and the following charges shall be made therefor:

TYPE OR AIR CREW MEMBER	CHARGE PER DAY*
Captain	\$600.00
Co-Pilot	\$400.00
Flight Engineer	\$400.00
Flight Attendant	\$300.00
On Board Company Coordinator	\$300.00

\* Does not include per diem or lodging.

## 31 – ADDITIONAL CHARGES FOR FUEL AND OIL

- 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 empty containers.
- 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.
- Fuel and oil consumed in the performance of a charter (other than a domestic ABC, ITC, or CPC charter) shall be charged to the charterer in the amount by which the cost per gallon to the carrier exceeds the following prices:

PRICE PER GALLON	
Fuel	Oil
\$0.00	\$0.00

For explanation of abbreviations, reference marks, and symbols; see Page 4

## 32 – CHARGES FOR SPECIAL SERVICES, EQUIPMENT AND PERSONNEL

- Special services, equipment and personnel beyond those provided by the carrier in the normal performance of Class 4 charter service may, with the prior concurrence of the charterer, be provided by the carrier and the cost thereof shall be charged to the charterer.
- When aircraft are required by the charterer to be modified, other than to change the undercarriage or to alter seating or cargo configuration, the charterer shall be charged:
  - 1) The cost of such modifications;
  - 2) Detention charges or minimum charges, which ever are applicable, while the modifications are being made and while the aircraft is being restored to its original form.

## 33 – CHARGES FOR DETENTION ON NON-TERM CHARTERS

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.

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

## 34 – INCIDENTAL TRAFFIC

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

- 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; the deviation from the mileage flown pursuant to the charter does not exceed 15 percent;
  - b) When the charterer's passengers are aboard the aircraft, the agreement of the charterer is obtained.
- Charges for the carriage of incidental traffic shall be:

### **Between Points Served by Regular Air Inuit Scheduled Flights:**

- 1) The applicable passenger tariff from origin to destination
- 2) The applicable cargo rate per kilo from origin to destination.

For explanation of abbreviations, reference marks, and symbols; see Page 4

**Between Points Not Served by Regular Air Inuit Scheduled Flights:**

- 1) The greater of:
    - a. The minimum charge per passenger or per consignment for incidental traffic published in Table II;
    - b. The charges computed by multiplying the actual number of miles the traffic is carried by the rate per passenger per mile or per kilo per mile (whichever is applicable) as published in Table II.
  - 2) The charges for any services other performed incidental to transportation for which provision is made in this tariff.
- Where any incidental traffic is carried, the charterer shall be entitled to a refund in an amount equivalent to 25 percent of the revenue from such incidental traffic computed in accordance with paragraph (3) above.

### 35 – USE OF AIRCRAFT BY PERSONS OTHER THAN A TERM CHARTER

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.

### 36 – DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES

- When computing charges:
  - Fractions of less than one-half mile shall be dropped;
  - Fractions of one-half mile or more shall be increased to the next whole mile; and
  - Fractions of an hour shall be increased to the next multiple of five minutes.
- When computing a charge other than a total charter charge:
  - Fractions of less than one-half cent shall be dropped;
  - Fractions of one-half cent or more shall be increased to the next whole cent.

For explanation of abbreviations, reference marks, and symbols; see Page 4



### 37 – APPLICATION OF RATES AND CHARGES

On non-term charters rates per mile shall apply for all point-to-point flights where flight distances are measurable.

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.

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.

### 38 – METHODS OF MEASURING DISTANCE

When a flight is required to be flown over airways routes or routes prescribed by the Department of Transport, the distances shall be measured in straight lines along such routes.

The distances of flights, shall be measured in a straight line between the places of commencement and termination of the work provided for in the charter, using the carrier approved system.

### 39 – DETERMINATION OF FLIGHT TIME

When an entire flight is to be assessed at rates 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.

When only a portion of a flight is to be assessed at rates 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.

### 40 – DETERMINATION OF TOTAL CHARTER MILES OR HOURS

- The total charter miles or hours, whichever is applicable, shall be the aggregate of the following miles or hours computed in accordance with section 39 (Methods of Measuring Distance) or 40 (Determination of Flight Time), that is to say,
  - The lesser of the miles or hours, if any,
    - a) 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;
    - b) 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;
  - The miles or hours flown in performing the work of the charter

For explanation of abbreviations, reference marks, and symbols; see Page 4

- The lesser of the miles or hours, if any,
  - a) 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
  - b) 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
    - 1) Another base of the carrier
    - 2) The place at which another charter is to commence, or
    - 3) The place at which the carrier requires the aircraft for operational reasons.
- Where the chartered aircraft is on a term charter subject to rates per jour and the hours flown for positioning and de-positioning 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:
  - 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 section 39 (Methods of Measuring Distance) is divided by the block speed determined by dividing the rate per hour for non-term charters by the rate per mile for non-term charters published in Table II.

## 41 – CHARGES FOR LANDINGS ON NON-TERM CHARTERS

- The landing charge set out in Table II shall be charged when landings in addition to the free landings allowed in that Table are made pursuant to a request by the charterer.
- Landing charge shall not apply:
  - To landings made on flights to which the minimum charge per flight applies;
  - To the landing made upon positioning of the aircraft after completion of the work provided for in the charter.

## 42 – CHARGES FOR TAXING 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.

## 43 – 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 of such supplies based on the value of the supplied in zone rates set out in Section 31 (Additional Charges for Fuel and Oil) (3).

For explanation of abbreviations, reference marks, and symbols; see Page 4

## TOLLS

TABLE I: CARRIER'S BASES (see Section 1 (Interpretation)) - Licensed Bases

BASE	AIRPORT/SEAPLANE	AIRCRAFT AVAILABLE NAME,TYPE,MODEL	UNDERCARRIAGE
Kuujuaq	Airport and Seaplane	DHC-6 Twin Otter Series 300 King Air 100 DHC-3 Otter	Wheels Wheels Floats
Kuujjuaraapik	Airport	DHC-6 Twin Otter Series 300 DHC-6 Twin Otter Series 300 King Air 100 DHC-3 Otter	Wheels Skis Wheels Floats
La Grande	Airport	DHC-6 Twin Otter Series 300 King Air 100 DHC-3 Otter DHC-8 Dash-8 Series 300	Wheels Wheels Floats Wheels
Montreal	Airport	DHC-6 Twin Otter Series 300 DHC-8 Dash-8 Series 100 DHC-8 dash-8 Series 300 King Air 100 B737 – 200C <u>B737- 300C</u> <u>King Air 350</u>	Wheels Wheels Wheels Wheels Wheels Wheels Wheels
Puvirnitug	Airport	DHC-6 Twin Otter Series 300 King Air 100 DHC-3 Otter	Wheels Wheels Floats
Schefferville	Airport	King Air 100	Wheels

For explanation of abbreviations, reference marks, and symbols; see Page 4

Pages 28 to 42 (intentionally omitted):

- To obtain charter rates, please communicate with the appropriate Air Inuit department.

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For explanation of abbreviations, reference marks, and symbols; see Page 4

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