

LOCAL DOMESTIC TARIFF
SCHEDULED SERVICES

RULES, RATES AND CHARGES APPLICABLE
TO
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA

ISSUE DATE
January 8, 2008
Amendment #2

ISSUED BY
Pat Campling/Jim Glass
Managing Partners
Transwest Air

EFFECTIVE DATE
January 8, 2008

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

- CTA..... Canadian Transportation Agency
- Con't..... Continued
- No.....Number
- (R)..... Denotes Reductions
- (A)Denotes increases
- (C) Denotes change which results in neither increases or reductions
- (X) Denotes cancellation
- (N) Denotes addition
- Can. Canadian
- N/A Not Applicable

Rule 1. Definitions

Baggage – means luggage of 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 Transwest Air

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).

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

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

- a) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by **Transwest Air**.
- b) 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.

Rule 3. Currency

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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. Conditions of Carriage

- a) Passengers and Baggage or goods will be carried within space and weight limitations of the aircraft.
- b) The carrier will make its best effort in the transportation of passengers with disabilities, including their service animals or other mobility aids on the same flight. However, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.
- c) The carrier will refuse passage to any person when:
 - (i) Such action is necessary for reasons of safety
 - (ii) Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.
- d) 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 arising from:
 - (i) Labor disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfillment of the flight agreement and;
 - (ii) "Force Majeure", or any other causes not attributable to the willful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of a Government or public body, on what ever grounds, to grant the carrier any clearance, license, 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 fulfill its obligations including the provision of alternate means of transport.
- e) Acceptance of children

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- (i) Children under 12 years of age are accepted when when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.
 - (ii) Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult: the child has satisfactory evidence establishing his 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 the destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
 - (iii) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.
- f) Electronic Devices
- (i) Passengers should be informed of the air carrier's operating procedures:
 - (ii) Portable electronic devices specifically prohibited include any transmitting device which intentionally radiates radio frequency signals, such as citizen band (CB) radios, cellular telephones and transmitters that are remote control devices such as toys.
 - (iii) Hearing aids, Pacemakers and electronic watches and properly certified operator equipment (such as operator-provided passenger air/ground telephone equipment) operated in accordance with all other applicable safety regulations are permitted with out restrictions.
 - (iv) Personal life support systems may be operated during all phases of flight, provided that the operator of the aircraft has determined that these systems will not cause interference with the aircrafts electronic equipment;
 - (v) Other portable electronic devices may be used, except during critical phases of flight (ie take-off, climb, approach and landing), provided that the operator has determined that these systems will not interfere with the aircrafts electronic equipment.
 - (vi) Typically, these critical phases of flight coincide with the "Seat Belt On" sign and the requirement to stow seat tray.

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- (vii) If interference from a portable electronic device is suspected, the air carrier should prohibit the use of the device.
 - (viii) Devices that may be used, if demonstrated acceptable, include but are not limited to:
 - ❖ audio or video recorders
 - ❖ audio or video playback devices
 - ❖ electronic entertainment devices
 - ❖ computers and peripheral devices
 - ❖ calculators
 - ❖ FM receivers
 - ❖ TV receivers, and
 - ❖ Electric shavers
 - (ix) Should it be suspected that interference to the aircraft electronic equipment is being caused by a passenger operated electronic device the following steps should be taken:
 - ❖ confirm passenger use of an electronic device
 - ❖ request the passenger to turn off the device
 - ❖ the affected aircraft electronics equipment should be rechecked
 - ❖ confirm the suspected device is the one causing interference by having it turned on and off several times while the affected aircraft equipment is being monitored (this test is important to show a cause and effect relationship)
 - ❖ if interference is confirmed, request that the passenger turn the device off, and keep it turned off

Rule 5. Acceptance of Baggage or Goods

- a) All baggage or goods presented for transportation is/are subject to inspection by the carrier
- b) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate any applicable Canadian laws, regulations, or orders.
- c) 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

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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.

- (i) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/license 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 side arms or other similar weapons.
- (ii) Explosives, munitions, corrosives and articles which easily ignite
- (iii) Pets including dogs, cats and birds, when properly crated in leak proof containers and accompanied by valid health certificates or other documents if they are required.
- (iv) Cabin baggage must adhere to Transport Canada Regulations and be able to fit inside the sizer boxes provided by the airline. If cabin baggage is too large it must be checked in.
- (v) Lost baggage must be reported within 24 hours of arrival to the final destination with a customer service agent. All efforts will be made to deliver the luggage on the following day. If the luggage is lost, a claim must be made regarding its contents and a settlement made after that.
- (vi) Excess baggage charges will be assessed after the allowable limit on a per pound basis with a minimum charge per shipment. The charge varies from destination to destination.

Rule 6. Refunds

- a) Applications for a refund shall be made to the carrier, or its duly authorized agent.
- b) If a portion of the agreed transportation has been completed, the refund will be the difference between the fare, charge paid and the fare, charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

Rule 7. Limitation of Liability – Passengers

- a) The liability of the carrier in respect of the death of, or injury to a passenger is limited to the sum of the provisions provided by our insurance coverage, which meet or exceed the requirements of the CTA

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- b) In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- c) The carrier is not liable
- ❖ 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/her age or mental or physical condition
 - ❖ In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

Rule 8. Limitation of Carrier Respecting Baggage

- a) Subject to subsection (2), the liability of the carrier in respect to loss, 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 \$300.00 per passenger.
- b) The liability of the carrier is limited to the declared value of baggage except when the passenger
- ❖ Has declared the value of the baggage to be an amount exceeding \$300.00 per passenger for any one or more passengers; and
 - ❖ Has paid an additional charge of \$0.50 per \$1.00 or fraction thereof for the excess amount
- c) 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 date the baggage should have been delivered.
- d) 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 9. Payment Requirements

- a) Payments for a scheduled flight made to any person whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.
- b) All Transwest Air cash accounts are due in full before the scheduled flight departs. All charge accounts must be authorized by Transwest Air in order to charge. All are due 15 days from the date of invoice. Interest charges of 2% per month and 24% per annum will apply to all overdue accounts.

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Rule 10. Cancellation Charges

- a) When a flight is cancelled with less than 24h hours notice, a \$30.00 cancellation fee may be applied, depending on the fare booked.
- b) If a flight is cancelled due to weather, no charges will be levied unless the flight is already in progress. A flight already in progress that encounters unforeseen weather may be charged out based on the number of miles completed.

Rule 11. Reservations and Ticketing

- a) Check-in time is anywhere between 3 hours prior to the scheduled departure and ½ hour prior to departure.
- b) Passengers will be denied boarding if they check-in less than 15 minutes prior to the scheduled departure time. All efforts will be made to rebook the passenger on the next available flight.
- c) A refund will be provided on a full “Y” fare only. All other fares are non-refundable.
- d) Transwest Air is a ticket less company, there are no lost tickets.

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