

LOCAL INTERNATIONAL CHARTER TARIFF  
CONTAINING  
RULES, RATES AND CHARGES APPLICABLE  
TO THE CHARTER OF AIRCRAFT  
FOR THE  
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR  
GOODS BETWEEN POINTS IN CANADA ON THE ONE  
HAND AND POINTS OUTSIDE CANADA ON THE OTHER  
HAND

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ISSUE DATE  
January 8, 2008  
Amendment #2

ISSUED BY  
Pat Campling/Jim Glass  
Managing Partners  
Transwest Air

EFFECTIVE DATE  
January 8, 2008

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

CTA(A) .....	Canadian Transportation Agency
IATA .....	International Air Transport Association
No. ....	Number
\$ .....	Dollar(s)
(R) .....	Denotes reductions
(A) .....	Denotes increases
(C) .....	Denotes changes which result in no increases or decreases
(X) .....	Denotes cancellation
(N) .....	Denotes addition
CAN .....	Canadian

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**Rule 1. Definitions**

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

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

Carrier – means Transwest Air Limited Partnership by its General Partners 101008427 Saskatchewan Ltd and 101004597 Saskatchewan LTD. c/o/b as Transwest Air

Charter Flight – means the movement of an aircraft transporting the charterer's passengers, baggage or goods from the point of take off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

Charterer – means a person, firm, corporation, association, partnership, company or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agrees upon in advance.

Complete Capacity – means the whole of the traffic payload carrying capacity of an aircraft having regard to the charter flight to be performed.

Convention – means the convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or that Convention, as amended by the Hague Protocol, 1955 whichever may be applicable to travel hereunder.

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

Entity Charter – means a charter in which

- a) the cost of transportation of passengers or goods is paid by one person, company or organization without any contribution, direct or indirect from any other person and
- b) No charge or other financial obligation is imposed on any passenger as a condition of carriage or otherwise in connection with the trip.

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Ferry Flight – means the movement of an aircraft without the charterer’s passengers or in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.

Goods – means anything that can be transported by air including animals but does not include mail other than planeload lots.

Origin – means the point from which a charter flight commences with passengers or Goods to be transported.

Passenger – means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a charter agreement.

SDR – means Special Drawing Rights issued by the International Monetary Fund.

Traffic – means any passengers, goods or mail that is transported by air.

United States of America – means the states of the United States of America and its territories and possessions.

**Rule 2. Application of Tariff**

- a) This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the carrier.
- b) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the charter, is executed by the charterer and the carrier.
- c) Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement.
- d) The contents of this tariff form part of the charter contract between the carrier and the charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).

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**Rule 3. Currency**

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

**Rule 4. Charter and Ferry Mileage Determination**

For the purpose of computing rates and charges herein, the mileage to be used, including both carrier and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule, as published in the following sources in the order listed below.

- a) Air Distance Manual – published jointly by International Air Transport Association and International Aeradio Limited.
- b) IATA mileage Manual – published by the International Air Transport Association
- c) And/or combination thereof
- d) Transwest Air mileage log/GPS

**Rule 5. Computation of Charges (Not applicable to transportation between Canada and the United States)**

The total charter price payable by the charterer shall be the sum of the following: **(Please see local domestic tariff).**

- a) An amount determined by multiplying the distance of the charter flight(s) determined in accordance with Rule 4 herein, times the applicable charter rate per mile shown in Table of Charges, or, where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable charter rate per hour shall not be lower than the minimum charge per charter flight shown in the Table of Charges.
- b) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in the Table of Charges, or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour shown in the Table of Charges,

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- provided that the charge per ferry flight shall not be lower than the minimum charge per ferry flight shown in the Tale of Charges.
- c) Layover charges, if any, as set forth in the Table of Charges will be assessed by the carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of free waiting time.
  - d) Taxiing charges, if any for the time required to transport passenger and baggage or goods of a charter by taxiing from point to point on a supporting surface calculated by multiplying the time required by the charter rate per hour shown in the Table of Charges.
  - e) Valuation charges, if any, in accordance with Rule 10.
  - f) All charges or expenses incurred by the carrier to cover the cost of the accommodation, meals and ground transportation for crew whenever the nature of the charter requires said crew to live away from the place at which they are normally based.
  - g) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carriers' base.
  - h) The actual cost of any special or accessorial services performed or provided at the request of the charterer.

**Rule 6. Conditions of Carriage**

- a) Passengers and baggage or goods will be carried within space and weight limitations of aircraft.
- b) Transportation of a person with a disabilities

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

The carrier will make its best effort to accommodate passengers with disabilities including their 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 accommodated due to space and/or design limitations of the aircraft.

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**AND**

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

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

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- i) **Definitions**  
Non self Reliant – means a person who is incapable of self-care during flight  
Self –Reliant - means a person who is independent, self sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual attention beyond that afforded to the general public, except for assistance in boarding or deplaning.
- ii) **Acceptance of a passenger with a disability**
- The carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a carrier of his self reliance, a carrier shall not reuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees
  - Passengers with a disability will be accepted for transportation as outlined below.

**Disability**

**Assistant Required**

Blind	No
Deaf	No
Blind and Deaf	Yes
Intellectually Disability/Self reliant	No
Intellectually Disabled/Non-Self reliant	Yes
Ambulatory/Self Reliant	No
Ambulatory/Non Self reliant	Yes
Non-Ambulatory/Self Reliant	Yes
Non-Ambulatory/Non Self Reliant	Yes

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Note: The maximum per flight: No limit

- iii) 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 to other persons (including, in cases of pregnant passengers, unborn children)
- iv) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for caring for him en route and, with the care of such an attendant, he will not require unreasonable attention or assistance from employees of the carrier.
- c) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit, or on the upper deck of the aircraft.
- d) Reservations should be made at least 24 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that arrangements can be made. The carrier will make every effort to accommodate passengers who sail to make 24 hours in advance.
- e) In addition to the regular free baggage allowance, the carrier will accept the following items as priority checked baggage without charge:
  - o Wheelchairs with non-spill able batteries, with terminals disconnected and taped.
  - o Wheelchairs with spill able wet cell batteries on certain types of aircraft, with terminals disconnected and taped, providing they can be securely fastened in an upright position and protected against contact with other articles. The carrier requires a 24 hour notice for carriage of spill able wet call battery operated wheelchairs.
  - o Mobility aids such as, but not limited to manually operated wheelchairs, walkers, crutches and acnes.
  - o Walkers, crutches and canes may be retained in the passengers custody provided they are stowed in accordance with the carrier's safety regulations and provided they may be accommodated.
  - o The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the

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animal is properly harnessed and certified as having been trained by a professional service animal institution. Such an animal may not occupy a seat in the aircraft. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

- If a mobility aid is damaged or lost, the carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

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- f) The carrier will refuse passage to any person when;
    - Such action is necessary for reason of safety;
    - Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown from, to, or over.
  - g) 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:
    - Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfillment of the Charter Agreement and;
    - Force Majeure, or any other causes not attributable to the willful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant the carrier any clearance, license, right or other

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permission 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.

- h) The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may, with written concurrence of the charterer and the approval of the CTA(A) be used by the carrier for the transportation of the carriers own personnel or cargo or for employees of another air carrier traveling pursuant to a pass interchange agreement.
- i) 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.
- j) Acceptance of children
  - o Children under 12years 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.
  - o Ages 8-11 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.
  - o The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

**Rule 7. Acceptance of Baggage or Goods**

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

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would violate the laws regulations, or orders of countries or possessions to be flown from into or over.

- c) If the weight, size or character renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the charterers baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier.
- o Firearms of any description. Firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Officers of the Law traveling in the line of duty and carrying legally prescribed side arms or other similar weapons.
  - o Explosives munitions, corrosives and articles which easily ignite.
  - o Pets, dogs, cats and birds, when properly crated in leak proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals will be carried only in the cargo compartment of the airplane.
  - o Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

**Rule 8. Refunds**

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

**Rule 9. Limitation of Liability – Passengers**

Carriage hereunder is subject to the rules and limitations relating to liability established by the convention unless such carriage is not “international carriage”, as defined by the convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, (except international transportation subject to the Montreal Agreement of 1966 which according to the contract of carriage, includes a point in the United States

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of America as a point of origin, point of destination or agreed stopping place), agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

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

**Rule10.        Limitation of Liability For Baggage or Goods and Excess Valuation Charges**

- a) The liability, for the loss of, damage to or delay in the delivery of any personal property, including baggage or goods is limited to an amount equal to the value of such baggage, which shall not exceed CAN\$25.00 per kilogram for checked baggage and CAN\$500.00 per passenger for unchecked baggage or other property.
- b) 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.
- c) No action shall be maintained for any loss of or damage to baggage or for any delay in carriage thereof unless notice of a claim is given within the time limits and in the manner provided by the Convention and/or this tariff unless action is commenced within the time limits and in the manner provided by the Convention and/or this tariff. Furthermore, in the case of loss or partial loss of baggage or the contents thereof, notice of claim must be given in writing to the carrier within 30 days from the date the baggage should have been delivered.

**Rule 11.        Substitution of Aircraft**

- a) When, due to causes beyond the control of the carrier, the aircraft chartered 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 at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).
- b) When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft

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originally chartered, unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.

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

**Rule 12. Payment Requirements**

- a) Payments for a charter flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.
- b) All Transwest Air Accounts are net 30 days. All cash charters are due in full before the aircraft departs.

**Rule 13. Cancellation Charges (Not applicable to transportation between Canada and the United States)**

N/A

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

**Table A**

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

<u>Aircraft Type</u>	<u>Rate per Statute Mile</u>		<u>Rate per Hour</u>			<u>Minimum Charge per flight</u>	
<u>Charter</u>	<u>Ferry</u>	<u>Charter</u>	<u>Ferry</u>	<u>Charter</u>	<u>Ferry</u>	<u>Ferry</u>	

**Not Applicable**

**Table B**

**Layover Charges**  
 (in Canadian Currency)

<u>Aircraft Type</u>	<u>Free Waiting Time</u>	<u>Rate per Hour</u>	<u>Maximum Charge</u> <u>Day or Fraction</u>
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Thereof

**Not Applicable**

**Table C**

**Fuel Surcharges**  
(in Canadian Currency)

Aircraft Type            Rate per Mile

**Not applicable**

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

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