

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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CHECK SHEET

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<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
Title	Original	12	Original
1	"	13	"
2	"	14	"
3	"	15	"
4	"	16	"
5	"	17	"
6	"	18	"
7	"	19	"
8	"	20	"
9	"	21	"
10	"	22	"
11	"	23	"

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

LOCAL INTERNATIONAL CHARTER TARIFF

TABLE OF CONTENTS		Rule No.	Page No.
Acceptance of Baggage or Goods		7	22
Application of Tariff		2	5
Cancellation Charges		14	28
Charter and Ferry Mileage Determination		4	6
Check Sheet		-	1
Computation of Charges		5	6
Conditions of Carriage		6	8
	Acceptance of children		22
	Acceptance of Aids		10 & 16
	Capacity limitations		15
	Exemption from liability		15
	Medical clearance		9 & 15
	Refusal to transport		14
	Schedules/delays		15
	Service Animals		11 & 18
	Space and weight limitations		8
	Transportation of a person with a disability		8
Currency		3	6
Definitions		1	4
Denied Boarding Compensation		17	28
Excess Valuation Charges		10	20
Explanation of Abbreviations, Reference Marks and Symbols		-	3
Limitation of Liability – Baggage and Goods		10	24
Limitation of Liability – Passengers		9	23
Limitation of Liability – Service Animals		11	26
Passenger Re-Routing		16	28
Payment Requirements		13	27
Refunds		8	23
Seat Selection		18	29
Substitution of Aircraft		12	27
Tickets		15	28

TABLES			
TABLE A	Rates and Charges for Entity Charters	-	23
TABLE B	Layover Charges	-	23
TABLE C	Fuel Surcharges	-	23

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

**EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS 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 neither increases or reductions
- (X) Denotes cancellation
- (N) Denotes addition
- CAD Canadian

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

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 Transwest Air. (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, agreed 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.

"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.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

LOCAL INTERNATIONAL CHARTER TARIFF

Original Page 5

"Ferry Flight" means the movement of an aircraft without the charterer's passengers or goods 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 in plane load lots.

"Montreal Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Montreal, May 28, 1999.

"Origin" means the point from which a charter flight commences with the 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 are transported by air.

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

"Unruly Passenger" means a passenger who fails to respect the rules of conduct at point of departure or on board an aircraft or to follow the instructions of the air operator staff or crew members and thereby disturbs the good order and discipline at the point of departure or on board the aircraft.

"Warsaw Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

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.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

LOCAL INTERNATIONAL CHARTER TARIFF

Original Page 6

- (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 carrier, 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).

RULE 3. CURRENCY

Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters 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 rate 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 charter 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) Skyline program

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

- (e) Transwest Airs mileage log/Global Positioning System - GPS

RULE 5. COMPUTATION OF CHARGES

The total charter price payable by the charterer shall be the sum of the following:

- (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 shown in the Table of Charges, provided that the charge per charter flight 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, provided that the charge per ferry flight shall not be lower than the minimum charge per ferry flight shown in the Table of Charges.
- (c) Fuel consumed in the performance of a charter shall be charged to the charterer in the amount by which the cost per litre to the carrier in Canadian currency exceeds ZERO
- (d) 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 the free waiting time.
- (e) Taxiing charges, if any, for the time required to transport passenger and baggage or goods of a charterer 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.
- (f) Valuation charges, if any, in accordance with Rule 10.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

LOCAL INTERNATIONAL CHARTER TARIFF

Original Page 8

- (g) All charges or expenses incurred by the carrier to cover the cost of 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 for a period in excess of 6 hours.
- (h) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.
- (i) The actual cost of any special or accessorial services performed or provided at the request of the charterer.

RULE 6. CONDITIONS OF CARRIAGE

(a) Space and weight limitations

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

(b) 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).

(c) Transportation of a person with a disability

- Any policies of a carrier in addition to those set out below (e.g., regarding attendant airfares, oxygen provision, stretcher service, *etc.*) must be included in the carrier's tariff.]

Note: In the case of code-share, passengers are advised that the carriage of persons with disabilities rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

(d) Acceptance for Carriage

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage at the time of refusal.

(e) Acceptance of Declaration of Self-Reliance

Except for applicable safety-related rules and regulations, the carrier will accept the determination made by or on behalf of a person with a disability 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 the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from carrier employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.

(f) Medical Clearance

A carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, a carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers is in question. Where a carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required, a carrier may assess a person's fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person's physician or healthcare professional).

(g) Accessible Seating

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult with the person to determine which seat is the most accessible to meet specific disability-related needs. For safety/security reasons some seats may not be available. Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

(h) Acceptance of Aids

1. The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:

1. a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
2. a walker, a cane, crutches or braces;
3. a device to facilitate communication; and/or
4. any prosthesis or small medical device.

Where possible, the carrier will allow persons with disabilities to retain any items outlined in (b), (c) or (d) at their seat.

2. Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.

3. Providing the aircraft can carry the aid, the carrier will:

1. disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
2. return the aid promptly upon arrival.

4. Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

1. the boarding gate;
2. the stairs of the aircraft; or
3. the door of the aircraft (for aircraft accessible via a boarding system).

.(i) Acceptance of Service Animals

The carrier will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. 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. The carrier will assign a seat to the person which provides sufficient space for the person and the service animal and the carrier will permit the service animal to accompany the person with a disability on board and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

. (j) Services to Be Provided

At time of reservation

When a person identifies himself/herself as a person with a disability, the carrier will:

1. describe the type of equipment and services available to accommodate persons with disabilities;
2. discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs; and
3. note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

At the time of travel

1. Where a request for a service is made in advance of travel, the carrier will make every effort to provide the following:
 1. assistance at check-in;
 2. assistance to reach the boarding area;
 3. assistance to board and deplane;
 4. assistance with baggage;
 5. assistance to transfer to/from a mobility aid;
 6. assistance to transfer to/from a passenger seat;
 7. inquiring, from time to time after check-in, about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
 8. limited assistance with beverages and snacks – such as opening packages and identifying items;
 9. assistance to proceed to the general public area or to a representative of another carrier;
 10. any additional service to accommodate a person's disability-related needs.

When boarding and deplaning

The carrier will, upon request, board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

1. restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

2. the person agrees to be hand-carried; and
3. this can be done safely.

(k) Boarding and Deplaning

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, an air carrier will allow the person, upon request, to board the aircraft in advance of other passengers where time permits.

The carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the requested assistance.

Carriage of Persons with Disabilities – Provisions for Aircraft with 30 or More Passenger Seats

In the case of code-share, passengers are advised that the carriage of persons with disabilities rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

(6A) Acceptance for Carriage

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the carrier will provide a written explanation to the person for the decision to refuse carriage at the time of the refusal.

(6B) Acceptance of Declaration of Self-Reliance

Except for applicable safety-related rules and regulations, the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is "self-reliant," the carrier shall not refuse such passenger

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.

(6C) Medical Clearance

A carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, a carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers is in question. Where a carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required a carrier may assess a person's fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person's physician or healthcare professional).

(6D) Advance Notice

Where a passenger requests a service set out in this Rule at least 48 hours prior to departure, the carrier will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, the carrier will make a reasonable effort to provide the service.

(6E) Seating Restrictions and Assignments

When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations. Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

(6F) Acceptance of Aids

In addition to the regular baggage allowance, the carrier will accept, without charge, as priority checked baggage, mobility aids, including:

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; and
5. any prosthesis or medical device.

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

The assembling and disassembling of mobility aids is provided by the carrier without charge.

Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

Applicable to domestic operations only: 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.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

(6G) Manually Operated Wheelchair Access

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

1. until the person reaches the boarding gate;
2. where facilities permit, while the person is moving between the terminal and the door of the aircraft;
3. where space and facilities permit, while the person is moving between the terminal and the passenger seat.

(6H) Service Animals

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.

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.

The carrier will assign a seat to the person which provides sufficient space for the person and the Service Animal and the carrier will permit the Service Animal to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

Where there is insufficient floor space in the seat row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

(6I) Services to be Provided to Persons with Disabilities

The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure, and will make reasonable

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

1. Assisting with registration at the check-in counter;
2. Assisting in proceeding to the boarding area;
3. Assisting in boarding and deplaning;
4. Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
5. Assisting in moving to and from an aircraft lavatory;
6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
7. Transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
8. Transferring a person between a mobility aid and the person's passenger seat;
9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
10. Inquiring periodically during a flight about a person's needs; and
11. Briefing individual passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.

(6J) Boarding and Deplaning

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, an air carrier will allow the person, upon request, to board the aircraft in advance of other passengers where time permits. The carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the requested assistance.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

(6K) Communication and Confirmation of Information

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made in visual, verbal and/or written format to persons with disabilities who request such a service.

The carrier will supply a written confirmation of services that it will provide to that person.

Modification to reflect that pre-boarding can occur upon request of the person with a disability as well as a requirement by the carriers

(6L) Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the carrier will inquire periodically about their needs, and shall attend to those needs where the services required are usually provided by the air carrier.

(6M)Refusal to transport*

The carrier will refuse passage to any person when:

- (i) Such action is necessary for reasons of safety;
- (i) 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.

* If it concerns the transportation of a person with a disability, see Rule 6 (c) (ii) (A) Acceptance of declaration of self-reliance. **(This paragraph is required only if services are applicable to aircrafts WITH 30 OR MORE PASSENGER SEATS.)**

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

(6N) 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:

- (i) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the Charter 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 any Government or public body on whatsoever ground to grant the carrier any clearance, licence, right or other permission necessary to the performance of the carrier's charter agreement 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.

(6O) Capacity limitations

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 the written concurrence of the charterer and the approval of the CTA(A) be used by the carrier for the transportation of the carrier's own personnel or cargo or for employees of another air carrier travelling pursuant to a pass interchange agreement.

(6P) 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.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

(6Q) Acceptance of children

- (i) 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.
- (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/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.
- (iii) 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 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 charterer's 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 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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

travelling in line of duty and carrying legally prescribed sidearms or other similar weapons.

- (ii) Explosives, munitions, corrosives and articles which easily ignite.
- (iii) Pets, 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 will be carried only in the cargo compartments of the airplane.
* Not applicable to service animals.
- (iv) 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

For travel governed by the Montreal Convention

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

For travel governed by the Warsaw Convention

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

transportation, as defined in the said Convention, performed by it, 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.

For travel governed by either the Montreal Convention or the Warsaw Convention

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.

RULE 10. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS AND EXCESS VALUATION CHARGES

For travel governed by the Montreal Convention

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

NOTE: Notwithstanding the normal carrier liability, as contained in this Rule, the limit of liability will be waived for 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. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

***See Rule 6 (c) (viii). (This note is applicable to aircrafts WITH 30 OR MORE PASSENGER SEATS only.)**

For travel governed by the Warsaw Convention

Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

Regarding objects of which the passenger takes charge himself/herself the liability of the carrier is limited to 5,000 francs per passenger.

NOTE: Notwithstanding the normal carrier liability, as contained in this Rule, the limit of liability will be waived for 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. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

* See Rule 6 (c) (viii). **(This note is applicable to aircrafts WITH 30 OR MORE PASSENGER SEATS.)**

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the *Carriage by Air Act*, R.S., c. C-26. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5,000 francs convert to approximately CAD \$660.00. These converted

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

For travel governed by either the Montreal Convention or the Warsaw Convention

If the passenger or charterer does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

- (a) The amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";
- (b) No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- (c) For that part of the declared value which does exceed basic carrier liability, the client is required to self-insure.

Whether the passenger or charterer declares value or not, 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.

In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within twenty-one days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

RULE 11. LIMITATION OF LIABILITY – SERVICE ANIMALS

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, or, replacement of the animal.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

RULE 12. SUBSTITUTION OF AIRCRAFT

- (a) When, due to causes beyond the control of the carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, 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 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 13. 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) Payment must be made prior to departure of a flight in the forms of American Express; Diner's Club; MasterCard, Visa, Canadian cash; and Purchase Orders for Authorized accounts.
- (c) All payments are due from the date of invoice, interest charges of 2% per month and 24% per annum will apply to overdue accounts.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE
February 20, 2015

EFFECTIVE DATE
April 6, 2015

RULE 14. CANCELLATION CHARGES

- (a) When a cancellation is made more than 5 days prior to the planned departure, no cancellation charges shall be levied.
- (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 based on the number of miles completed.
- (c) When a charter flight is cancelled with less than 24 hour's notice, Transwest Air reserves the right to charge 15% of the charter value.

RULE 15. TICKETS

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 16. PASSENGER RE-ROUTING

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 17. DENIED BOARDING COMPENSATION

The carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.

Transwest Air will enforce the following for passengers consuming alcohol and/or being intoxicated/or deemed unruly on our flights:

- First Offence – 3 months no travel
- Second Offence – 1 year no travel
- Third Offence – banned and placed on "no fly" list

Unruly Passengers – Pilot in Command shall have final determination regarding passengers deemed "unruly" or a risk to flight crew, other passengers or themselves.

Unruly passengers will be denied flight privileges and no compensation nor shall alternate

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015

flight arrangements be made by this carrier. R.C.M.P. WILL BE CALLED TO ATTEND.

RULE 18 – SEAT SELECTION

Seating is on a first come, first served basis with the carrier. The entity chartering the aircraft has final determination with regard to seating.

No cost shall be applied to seat selection when an aircraft is chartered.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

ISSUE DATE

February 20, 2015

EFFECTIVE DATE

April 6, 2015