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DOMESTIC TARIFF

Tariff containing rules applicable to rules, rates and charges applicable to transportation of passengers and baggage or goods between points in Canada.

CTA - 180033



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Record of Revisions

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Part 1 - General Tariff Information

Explanation of Abbreviations, Reference Marks and Symbols

\$	Dollar(s)
(C)	Denotes change which results in neither increases or decreases
(I)	Denotes increase
(N)	Denotes addition
(R)	Denotes reduction
(X)	Denotes cancellation
APPR	Air Passenger Protection Regulations
ATPDR	Accessible Transportation for Persons with Disabilities Regulations
CAD	Canadian dollar(s)
CTA	Canadian Transportation Agency also referred to as the “Agency”
EU	European Union
N/A	Not applicable
No.	Number

Rule 1: Definitions

“**AES**” means Airborne Energy Solutions Inc.

“**Air Crew**” means the flight crew of the Carrier.

“**Air Services**” includes both Live and Ferry Flights.

“**Air Transportation Contract**” means with respect to a Domestic Service, a contract entered into between the passenger and the Carrier for the provision of air service to the passenger and their goods/baggage in the form of a reservation and confirming itinerary issued by the Carrier or an agent of the Carrier authorized for that purpose.

“**Air Transportation Regulations (ATR)**” mean the Regulations Respecting Air Transportation (SOR 88-58) as amended from time to time, and any substitute regulations prescribed in relation to the subject matter therein.

“**Agency**” means the Canadian Transportation Agency.

“**APPR**” means the Air Passenger Protection Regulations.

“**Assistive Device**” means any medical device, mobility aid, communication aid or other aid that is specially designed to assist a person with a disability with a need related to their disability.

“**ATPDR**” means the Accessible Transportation for Persons with Disabilities Regulations.

“**ATR**” means the Air Transportation Regulations.

“**Baggage**” means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the flight.

“**Barrier**” means anything – including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

“**Boarding Area**” means the point where the passenger’s baggage is examined prior to the passenger being permitted on the aircraft.

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

“**Canada Transportation Act (CTA)**” means the Canada Transportation Act, 1996, Chapter 10 as amended from time to time.

“**Cargo**” means goods which are accepted for transport by the Carrier from a person who is not a passenger of the Carrier, or who is a passenger, but who has executed an agreement with the Carrier for treatment of the goods as “Cargo” and who has paid the rates set out in the Cargo Tariff.

“**Carrier**” means Airborne Energy Solutions (AES), having its head office at P.O Box 1229 Whitecourt Municipal Airport, Hangar #1 Whitecourt, AB T7S 1P1.

“**Charterer**” means a person, firm, corporation, association, partnership, or other legal entity that contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

“**Curbside zone**” means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

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

“**Determination of Self-reliant**” means the Carrier will accept the determination of a person with a disability as to self-reliance.

“**Disability**” means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

“**Ferry Flight**” means the movement of an aircraft without passengers or goods to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the Carrier.

“**Force Majeure**” means any unforeseeable circumstances beyond the Carrier’s control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

“**Infant**” means children under the age of 2 years regardless of whether they are carried free of charge by an adult sharing the same seat as the infant or a separate seat has been purchased for the infant. Proof of age must be provided and is restricted to one infant per adult passenger.

“Landing Subject to Weather” means a designation placed on a flight that interruptions in flight operations are anticipated due to adverse weather.

“Large Carrier APPR” is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

“Large Carrier ATPDR” is a carrier that has transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

“Minor” means a person who has not reached their 12th birthday on the date that travel Commences.

“Mobility Aid” means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specially designed to assist a person with a disability with a need related to mobility.

“Operating Carrier” means the carrier that operates the actual flight.

“Origin” means the initial starting place of the journey from which a flight commences. For the purpose of this tariff, Origin only applies to points within Canada.

“Passenger” means any person, except flight crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid waiver of carriage.

“Person with a disability” means a person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

“Required for safety purposes” means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the Canadian Aviation Regulations but does not include scheduled maintenance in compliance with legal requirements.

“Self-Reliant” means that a person does not require services related to a disability beyond that normally provided by the carrier, or beyond that which applicable rules or regulations require the carrier to provide.

“Service Animal” means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

"Service dog" means a dog that has been individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability.

"Severe allergy" means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

"Situations outside the carrier's control" include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- a security threat;
- airport operation issues;
- a medical emergency;
- a collision with wildlife;
- a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
- a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
- an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

"Small Carrier APPR" means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. For the purposes of Sample Tariff – Canadian Transportation Agency Part I, Rule 1 — Page 18 Non classifié - Unclassified APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

"Small Carrier Non-ATPDR" means any carrier that is not a Large Carrier ATPDR. For greater certainty, Small Carrier Non-ATPDR means a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

"Support person" means a person who is needed by a person with a disability, because of the nature of their disability, after departure and before arrival for assistance with eating meals, taking medication, using the washroom, transferring to and from a passenger seat, orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.



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

“Tarmac delay” occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

“Traffic” means any persons or goods that are transported by air.

Rule 5: Application of Tariff

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Airborne Energy Solutions Inc.
- (2) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by Airborne Energy Solutions Inc., is executed by the charterer and the carrier.
- (3) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- (4) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.
- (5) Self identification – large or small carrier
 - (a) APPR
 - For the purposes of establishing obligations toward passengers under the APPR, Airborne Energy Solutions Inc. (AES) declares that it is a Small Carrier APPR.
 - (b) Accessibility for persons with disabilities
 - For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, AES declares that it is a Small Carrier Non-ATPDR operating aircraft with 29 or less passenger seats.



Part 2 - Before Departure

Rule 10: Application of Charges

(1) General

Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.

(2) Currency of Charges

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.

Rules 20: Methods of Payments

(1) General

The following is a list of payment options accepted by the carrier for the payment of tickets and services offered by the carrier:

- (a) Cash in currencies acceptable to the carrier, where facilities permit.
- (b) Credit cards: American Express, MasterCard, Visa, and Visa Debit.
- (c) Bank debit card, where facilities permit.
- (d) Certified cheques.
- (e) Bank drafts.
- (f) MCOs (miscellaneous charges order).
- (g) On account (for companies that have accounts with AES).

(2) Suspected Fraud

To avoid fraudulent purchases, AES reserves the right to request additional information from the passenger/s and/or the cardholder at any time after a purchase has been made, including at check-in, so that it may verify the information provided at time of purchase. AES also reserves the right to require another form of payment should the client not be able to provide such additional information. Furthermore, AES reserves the right to cancel the booking/charter in any case of suspected fraud, theft or dishonesty on the part of the client.

Rule 40: Reservations

(1) General

- (a) For provisions related to the assignment of seats on-board an aircraft for all passengers including children, see Rule 41, Seat assignment for passengers including the seating of children under the age of 14 years.
- (b) For more specific provisions related to the assignment of seats on-board an aircraft for persons with disabilities, see Rule 71: Reservations – information about services and seating assignments.
- (c) For more specific provisions related to making reservations in an accessible manner for persons with disabilities, see Rule 69: Reservations
- (d) The carrier will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use the carrier's unaccompanied minors (UM) service for their child to travel alone. (see Rule 60, Acceptance of children and Rule 65, Unaccompanied minors)

(2) Cancellation of reservations

- (a) The carrier may cancel reservations of any passenger:
 - If circumstances require due to situations within a carrier's control as defined in Rule 1, Definitions and applied in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes;
 - If circumstances require due to situations outside a carrier's control as defined in Rule 1, Definitions and applied in Rule 90, Delays or cancellation outside the carrier's control or Rule 95, Denial of boarding – outside the carrier's control.

Rule 41: Passengers including the seating of children under the age 14 years

(1) Applicability

- (a) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- (b) Unaccompanied children will be carried pursuant to the provisions of Rule 65, Unaccompanied minors.
- (c) The carrier will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use the carrier's unaccompanied minors (UM) service for their child to travel alone.

(2) Seat Assignment

- (a) The carrier does not guarantee the assignment of any particular space on the aircraft.
- (b) In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor), the child will be seated next to their accompanying person.
- (c) The difference in price does not apply.

Rule 55: Baggage Acceptance

(1) General conditions of acceptance of checked and unchecked baggage

- (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 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/licence and, provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed side arms or other similar weapons.
 - (ii) Explosives, munitions, corrosives and articles which easily ignite.
- (d) The carrier will accept for transportation assistive devices for persons with disabilities.

(2) Baggage Refusal

- (a) The carrier will refuse to carry baggage or carry-on baggage any bag that the carrier has discovered to contain any unacceptable items, when the passenger has failed to provide the carrier with prior notice that they wish to carry such an item in their baggage.
- (b) The carrier will refuse to carry baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.
- (c) The carrier may request the passenger to permit a search to be conducted of their person and baggage.

(3) Musical Instruments as Baggage

(a) The carrier will permit a passenger to bring on-board the aircraft cabin a small musical instrument if:

- The instrument can be stowed safely on the aircraft.
- There is space for such stowage at the time the passenger boards the aircraft.

(b) The carrier will permit a passenger to bring on-board the aircraft cabin, a musical instrument if:

- The instrument is contained in a case or covered so as to avoid injury to other passengers;
- The weight of the instrument, including the case or covering, does not exceed the weight and balance restrictions for the aircraft.
- Neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin.

Part 3 - At the Aerodrome / During Travel

Rule 60: Acceptance of children for travel

(1) General

(a) Infants and children 11 years of age and under, accompanied by a passenger 12 years of age or older, will be accepted for transportation.

(b) Persons entrusted with the care of infants and children must be capable of discharging this duty.

(i) Infants

- Infants under two years of age on the date of travel do not require a seat.
- For travel within Canada., infants under two years of age do not require a purchased seat.
- Only one infant under the age of two years may be held in the lap of an accompanying passenger 12 years of age or older.
- No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
- Infants under two years of age occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device (CMV 213).

(ii) Children

- All children, two years of age or older, must be assigned a seat.
- All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult.
- All children, 12 years of age or older, may accompany other infants and children under 12 years old and will be considered as adults for the purposes of travel.



(iii) Acceptance of infants and children
- For travel within Canada:

Age	Accepted	Conditions
<p>Newborn to 23 months (infant)</p> <p>NOTE: Newborn to 7 days require their physician to attest to the infant's fitness to travel.</p>	<p>Yes</p>	<p>Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap.</p> <p>An infant for whom a seat is requested must be properly secured in an approved child restraint device.</p>
<p>2 to 11 years old (child)</p>	<p>Yes</p>	<p>These passengers are considered to be a child for the purpose of air travel and a seat will be provided when accompanied by a passenger 12 years of age or older for the entire trip.</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
<p>12 years and older</p>	<p>Yes</p>	<p>These passengers are considered to be adults for the purpose of air travel.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 7 days to 11 years old.</p>



Rule 65: Unaccompanied Minors

- (1) Minors less than 5 years of age are not eligible to use the UM service, and must always be accompanied by their parent(s) or a person who is at least 16 years old when travelling.
- (2) Unaccompanied minors are subject to the applicable seat fare.
- (3) There will be no service charge for unaccompanied minors (UM).
- (4) A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied.

Rule 71: Carriage of persons with disabilities - Small Carrier Non-ATPDR operating aircraft with 29 or less passenger seats

(1) Application

This rule applies to the transportation of persons with disabilities by AES, which is a Small Carrier Non-ATPDR that operates aircraft with 29 or less seats on its domestic transportation services.

(2) Acceptance of Carriage

The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, unless doing so would impose undue hardship on the carrier, for example, if it would jeopardize security, public health or public safety.

The carrier will not refuse to transport a person with a disability solely based on their disability unless the transportation of the person would impose an undue hardship on the carrier, for example, if it would jeopardize security, public health or public safety.

(3) Reservations – information about services

- (a) If a person self-identifies as a person with a disability, the carrier will:
- (i) describe equipment and services available to accommodate persons with disabilities;
 - (ii) 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
 - the person's needs in relation to their disability and the services offered by the carrier in relation to those needs;
 - (iii) in assigning a passenger seat to a person with a disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person; and
 - (iv) where a person is travelling with a support person, ensure that the person and the support person are seated together.

(4) Acceptance of Aids

The carrier can refuse to transport a mobility aid where aircraft design does not permit the carriage of the aid, or transportation of the mobility aid would jeopardize aircraft airworthiness.

The carrier will permit the person to retain their mobility aid until it becomes necessary to store it for carriage.

(5) Acceptance of Service Animals

The carrier will accept for transportation, without charge, a service animal required for disability-related needs provided the animal is: properly harnessed and certified in writing, as being trained by a professional service animal institution.

The carrier will permit the service animal to accompany the person with a disability on-board the aircraft and to remain on the floor at the person's passenger seat. 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. 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.



Rule 80: Administrative formalities – travel documents and security

(1) General

- (a) The passenger is responsible for obtaining all required travel documents including those of any children that are accompanied by the passenger.
- (b) The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements within Canada and also for complying with the instructions on the carrier.

Rule 90: Delay or cancellation – outside the carrier’s control

(1) Applicability

- (a) This Rule applies to all passengers.
- (b) This Rule applies in respect of a carrier when there is a delay or cancellation due to situations outside the carrier’s control.

(2) General

- (a) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times according to schedule; however, flight times are not guaranteed.
- (b) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier’s control, is considered to also be due to situations outside that carrier’s control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (c) In the case of delay or cancellation, the carrier will give priority to assistance to any person with a disability and to unaccompanied minors.

(3) Situations outside the carrier’s control

- (a) Situations outside the carrier’s control, include, but are not limited to the following:
 - war or political instability;
 - illegal acts or sabotage;
 - meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
 - instructions from air traffic control;
 - a NOTAM, (Notice to Airmen), as defined in subsection 101.01(1) of the Canadian Aviation Regulations;
 - a security threat;
 - airport operation issues;
 - a medical emergency;
 - a collision with wildlife;
 - a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
 - a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
 - an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.



(4) Communication with passengers/clients — delay or cancellation outside the carrier's control

The carrier will communicate with passengers/clients in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

Rule 91: Delay or cancellation – within the carrier’s control and within the carrier’s control but required for safety purposes

(1) Applicability

- This Rule applies to all passengers
- This Rule applies in respect of a carrier when there is delay or cancellation due to a situation that is within the carrier’s control and within the carrier’s control but required for safety purposes. Rule 91 - Compensation is applicable only if the delay or cancellation is within the carrier’s control and is not required for safety purposes.

(2) General

- The carrier will make all reasonable efforts to transport the passenger and their baggage at the indicated times; however, flight times are not guaranteed.
- A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the carrier’s control but is required for safety purposes, is considered to also be within that carrier’s control but required for safety purposes.

(3) Communication with passengers – delay or cancellation – within the carrier’s control and within the carrier’s control but required for safety purposes

- The carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

(4) Alternate arrangements – delay or cancellation – within the carrier’s control and within the carrier’s control but required for safety purposes

- In case of a delay of three hours or more, the carrier will exhaust all means to accommodate passengers.

Rule 92: Tarmac delay

(1) Applicability

- (a) This Rule applies to all passengers experiencing a tarmac delay

(2) General

- (a) Urgent medical assistance
 - If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will facilitate access to the medical assistance.
- (b) Tarmac delay obligations – standards of treatment
 - If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will provide passengers with the following treatment, free of charge:
 - proper ventilation and cooling or heating of the aircraft;
 - if it is feasible to communicate with people outside of the aircraft, the means to do so.
- (c) Communications and information
 - Once it becomes clear that the aircraft will experience a tarmac delay the carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

Rule 95: Denial of boarding – outside the carrier’s control

(1) Applicability

- (a) This Rule applies to all passengers.
- (b) This Rule applies in respect of a carrier when there is denial of boarding due to situations outside the carrier’s control.
- (c) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents. To see the carrier's policies in this respect, refer to Rule 105, Refusal to transport.

(2) General

- (a) A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier’s control, is considered to also be due to situations outside that carrier’s control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

(3) Situations outside the carrier’s control

- (a)) Situations outside the carrier’s control, include, but are not limited to the following:
 - war or political instability;
 - illegal acts or sabotage;
 - meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
 - instructions from air traffic control;
 - a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
 - a security threat;
 - airport operation issues;
 - a medical emergency;
 - a collision with wildlife;
 - a labour disruption within the carrier or within at an essential service provider such as an airport or an air navigation service provider;
 - a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority;
 - and an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

Rule 96: Denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes

(1) Applicability

- (a) This Rule applies to all passengers
- (b) This Rule applies in respect of a carrier when there is a denial of boarding due to a situation that is within the carrier’s control and within the carrier's control but required for safety.
- (c) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions or has inappropriate travel documents.

(2) General

- (a) The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its contract.
- (b) A denial of boarding that is directly attributable to an earlier delay or cancellation that is within that carrier’s control but is required for safety purposes, is considered to also be within that carrier’s control but required for safety purposes if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

(3) Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes – request for volunteers

- (a) In cases of denial of boarding within the carrier’s control and within the carrier's control but required for safety purposes, the carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat.
- (b) The carrier will not deny boarding to a passenger who is already on-board the aircraft unless the denial of boarding is required for reasons of safety.
- (c) If denial of boarding is necessary, the carrier will give priority for boarding to passengers in the following order:
 - an unaccompanied minor;
 - a person with a disability and their support person, service dog or other service animal;
 - a passenger who is travelling with family members; a
 - passenger who was previously denied boarding on the same booking

Rule 97 – Communication of information – cancellation, delay, tarmac delay, or denial of boarding

(1) General

(a) In cases where one of the following applies:

- Rule 90, Delay or cancellation – outside the carrier’s control,
 - Rule 91, Delay or cancellation – within the carrier’s control and within the carrier's control but required for safety purposes,
 - Rule 95, Denial of boarding – outside the carrier’s control,
 - or Rule 96, Denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes,
- pursuant to the provisions of the APPR, the carrier will provide the following information to the affected passengers:
- the reason for the delay, cancellation, or denial of boarding;
 - the standard of treatment for passengers, if any;
 - and the recourse available against the carrier, including their recourse to the Agency.

(b) The carrier will communicate new information to passengers as soon as feasible.

Rule 105: Refusal to transport

(1) Applicability

- (a) A refusal to transport a passenger only occurs in situations when the carrier operates a flight on which the passenger had a confirmed reservation but that specific passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the passenger is en route to their destination.
- (b) Flight delay, flight cancellation and denial of boarding do not constitute a situation of refusal to transport.

(2) Refusal to transport – removal of passenger

- (a) The carrier will refuse to transport, or will remove any passenger at any point, for any of the following reasons:
 - Government requests and regulations and force majeure
Whenever it is necessary or advisable to:
 - (i) comply with any government regulation;
 - (ii) comply with any government request for emergency transportation; or,
 - (iii) address force majeure.
- (b) Search of passenger and property
 - When the passenger refuses to permit a search of their person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s)
- (c) Passenger's condition
 - When the passenger's actions or inactions prove to the carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:
 - The passenger is accompanied by a support person who will be responsible for assisting with the passenger's needs en route.
 - the passenger complies with requirements of Rule 71, Acceptance for carriage.

(3) Passenger's conduct – refusal to transport – prohibited conduct and sanctions

- (a) Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the carrier, to take action to ensure the physical comfort or safety of the person, other passengers, and the carrier's employees; the safety of the aircraft; or, safe and adequate flight operations:
- (i) The person, in the reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
 - (ii) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of their duties, or otherwise jeopardize safe and adequate flight operations.
 - (iii) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
 - (iv) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
 - (v) The person is unable or unwilling to sit in their assigned seat with the seat belt fastened.
 - (vi) The person smokes or attempts to smoke in the aircraft.
 - (vii) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
 - (viii) The person has resisted or may reasonably be believed to be capable of resisting escorts.
- (b) Carrier response to prohibited conduct
- (i) Where, in the exercise of its reasonable discretion, the carrier decides that the passenger has engaged in prohibited conduct described above, the carrier may impose any combination of the following sanctions:
 - Removal of the passenger at any point.
 - Probation: At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.



- Refusal to transport the passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty on-board the aircraft; or safe and adequate flight operations.
- The following conduct will automatically result in a refusal to transport:
 - The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
 - The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
 - The person displays conduct that requires an unscheduled landing.
 - The person repeats a prohibited conduct after receiving a notice of probation as mentioned above

These remedies are without prejudice to the carrier's other rights and resources, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the carrier's tariffs, or the filing of criminal or statutory charges.



Rule 115: 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, and a signed waiver.

Part 4 - After Travel

Rule 120: Liability of the carrier for loss, damage to baggage, passenger delay or death or bodily injury – domestic transportation

(1) Laws and provisions applicable

- (a) *Liability in the case of destruction or loss of damage to baggage.*
- (b) The carrier is liable for damages sustained in the case of destruction or loss of, damage of baggage, as provided in the following paragraphs:
 - (i) Except as provided below, the liability of the carrier is limited to 1,519 Special Drawing Rights (approximately \$2,780 CAD) for each passenger in the case of destruction, loss or damage to baggage.
 - (ii) Unless the passenger proves otherwise, baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
 - (iii) The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55(F), Excess value declaration charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage. **Exception:** The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.
 - (iv) The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss or damage of baggage is subject to the same terms, limitations and defences as those that are set forth in the Montreal Convention in the context of International transportation
 - (v) 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 baggage. 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.

- (vi) Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the injury or death of service animals. In the event of injury or death of such an animal, compensation is to be based on the cost of the treatment or replacement value of the animal.
- (vii) In the case of destruction or loss of or damage to, the carrier reserves all defences and limitations available in the context of international transportation under the Montreal Convention, including, but not limited to, the defence of Article 19 of the Montreal Convention, and the exoneration defence of Article 20 of the Montreal Convention. The limits of liability shall not apply in cases described in Article 22(5) of the Montreal Convention.

(2) Refund of Baggage Fees

- (a) The carrier will refund to the passenger any fees paid for the transportation of the baggage that was damaged or lost.

(3) Mobility Aids

- (a) In the event that a mobility aid of a person with a disability is lost or damaged:
 - (i) The air carrier will immediately provide a suitable temporary replacement without charge;
 - (ii) If a damaged aid can be repaired, in addition to above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
 - (iii) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will, in addition to above, replace it with an equivalent aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

(4) Service animals

- (a) 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.

(5) Liability in the case of death or bodily injury of a passenger

Applicable to transportation solely within Canada.

The carrier shall be liable for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

1. The carrier shall not be able to exclude or limit its liability for damages not exceeding 128821 Special Drawing Rights for each passenger.

2. The carrier shall not be liable for damages to the extent that they exceed 128821 Special Drawing Rights for each passenger if the carrier proves that:

- a. Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
- b. Such damage was solely due to the negligence or other wrongful act or omission of a third party.

3. The carrier reserves all other defences and limitations available to it recognized by a Court with proper jurisdiction over a claim.

4. With respect to third parties, the carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity. The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

5. In cases of bodily injury or death, the carrier shall make an advance payment where the carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:

6. Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 128821 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.

7. The carrier shall make the advance payment as an advance against the carrier's liability under this tariff. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.



(6) Time limitations on claims and actions

- (a) Subject to applicable laws, an action for damages must be brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- (b) A complaint to the carrier must be made in writing to the carrier within seven days from the date of receipt in the case of damage to baggage, and within 21 days from the date on which the baggage has been placed at the passenger's disposal, in the case of delay.
- (c) Claims may be subject to proof of amount of loss; passengers may be asked to substantiate their claims.



Rule 125: Refunds

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



Annex A

Annex A - Rates and Charges Per Hour for Rotary Aircraft CAD								
Model Type	Bell 206B JetRanger	Eurocopter AS350D AStar	Eurocopter AS350BA AStar	Eurocopter AS350FX2 AStar	Eurocopter AS350B3 AStar	Robinson RH 44	Bell 204C BLR	Bell 205A1++ BLR
Seating capacity	4 passenger seats	4 passenger seats	5 passenger seats	5 passenger seats	5 Passenger seats	2 passenger seats	9 Passenger seats	9 Passenger seats
Typical Mission	2 or 3 passengers plus gear.	2 to 4 passenger plus gear	4 or 5 passengers plus gear.	4 or 5 passengers plus gear.	4 or 5 passengers plus gear.	1 Passenger	9 Passengers	14 Passengers
Preferred Client Rate DRY	\$1,200.00	\$1,575.00	\$1,750.00	\$2,150.00	\$2,350.00	\$900.00	\$3,150.00	\$4,150.00



Annex B

Annex B - Rates and Charges Per Hour for Fixed Wing Aircraft CAD				
Model Type	Cessna 172	Cessna 182	Cessna 206	Cessna 185
Standard Rate	\$425.00	\$515.00	\$550.00	\$740.00