

Jazz Aviation S.E.C., représentée par son commandité, Commandité Aviation Inc./
Jazz Aviation LP, as represented by its general partner, Aviation General Partner Inc.
c/o/b as Jazz and Air Canada Express

Jazz Air S.E.C., représentée par son
commandité, Commandité Aviation Inc./
Jazz Aviation LP, as represented by its general partner,
Aviation General Partner Inc. c/o/b as Jazz and
Air Canada Express

7th Revised Title Page
Cancels 6th Revised Title Page

INTERNATIONAL CHARTER TARIFF

CONTAINING

**Terms and Conditions of Carriage,
Rules and Regulations and Tolls
Applicable to Air Service
Between Points in Canada on the One Hand
and
Points Outside Canada on the Other Hand**

ADOPTION NOTICE

Effective July 10, 2012, this

tariff or as amended, became the tariff of

Jazz Aviation S.E.C., représentée par son commandité,
Commandité Aviation Inc./Jazz Aviation LP,
as represented by its general partner,
Aviation General Partner Inc.
c/o/b as Air Canada Jazz, Jazz and Jazz Air

as per its ADOPTION NOTICE CTA(A) NO. 3.

ISSUE DATE:
July 8, 2015

ISSUED BY:
Randolph deGooyer
Director, Commercial Services

EFFECTIVE DATE
September 1, 2015

ORIGINAL EFFECTIVE DATE:
January 8, 2011

CHECK SHEET

Original and revised pages as named below contain all changes from the original tariff effective as of the date shown thereon:

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
Title	7 th Revised	16	3 rd Revised
1	7 th Revised	17	3 rd Revised
2	4 th Revised	18	3 rd Revised
3	3 rd Revised	19	3 rd Revised
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11	3 rd Revised	27	3 rd Revised
12	3 rd Revised	28	4 th Revised
13	3 rd Revised	29	4 th Revised
14	3 rd Revised	30	4 th Revised
15	3 rd Revised		

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

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**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
USD	United States dollars

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RULE 1. DEFINITIONS

"ABC/ITC" means a passenger charter flight on which both advance booking passengers and inclusive tour participants are carried.

"Accommodation" means sleeping facilities provided on a commercial basis to the general public.

"Advance Booking Charter" or "ABC" means a round-trip international charter originating in Canada operated by one or two licensed air Carriers under a contract with a Charterer or contracts with Charterers, where

- (a) one Charterer, all the Charterers or a combination of Charterers and foreign origin Charterers contract for the entire passenger seating capacity of the aircraft for hire to the public;
- (b) if the passenger seating capacity of the aircraft is at least 20 passenger seats, each Charterer and each foreign origin Charter Contracting for passenger seats contracts for at least 20 passenger seats for hire to the public; and
- (c) if the passenger seating capacity of the aircraft is less than 20 passenger seats, one Charterer charters the entire passenger seating capacity of the aircraft for hire to the public.

"Baggage" which is equivalent to luggage means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the passenger trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

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

"Cargo" means any goods except mail other than in plane load lots, and baggage that can be transported by charter transportation.

"Carriage" which is equivalent to transportation means carriage of passengers, baggage or cargo by air, gratuitously or for hire.

"Carrier" means Jazz Aviation S.E.C., représentée par son commandité, Commandité Aviation Inc./Jazz Aviation LP, as represented by its general partner, Aviation General Partner Inc. c/o/b as Jazz and Air Canada Express.

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"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).

"Charter Contract" means a contract entered into between the Carrier and the Charterer(s) for the provision by the Carrier of Charter Commercial Air Services.

"Charterer" means a person, association, partnership, company, corporation or other legal entity, which makes with the Carrier a Charter Contract to which this tariff applies.

"Common Purpose Charter" or "CPC" means a return passenger charter originating in Canada where one or more Charterers contract for the entire passenger seating capacity of an aircraft in order to provide air transportation at a price per seat:

- (a) to and from a CPC event, or
- (b) in connection with a CPC educational program.

"Complete Capacity" means the whole of the traffic payload carrying capacity of an aircraft.

"Convention" means:

- (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929; or
- (b) that Convention as amended by the Hague Protocol, 1955 and/or Protocol No 4 of Montreal 1975; or
- (c) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, May 28, 1999 whichever may be applicable to carriage hereunder.

"CPC Educational Program" means a program for educational purposes organized for the exclusive benefit of full-time elementary or secondary school students, or both.

"CPC Event" means a presentation, performance, exhibition, competition, gathering or activity that

- (a) is of apparent and considerable significance unrelated to the general interest inherent in travel, and
- (b) is not being created or organized for the primary purpose of generating charter air traffic.

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"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.

"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 excluding mail, other than in plane load lots, and baggage.

"Inclusive Tour" or "Tour" means a round or circle trip performed in whole or in part by air for an inclusive tour price for the period the participants are away from the starting point of the journey.

"Inclusive Tour Charter" or "ITC" means a charter under which an air Carrier contracts with one or more tour operators to charter the entire passenger seating capacity of an aircraft, for resale by the tour operator or operators at an inclusive tour price per seat.

"Inclusive Tour Price" includes, for a participant in an inclusive tour, charges made for

- (a) transportation,
- (b) accommodation, and
- (c) where applicable, tour features.

"Medium Aircraft" means an aircraft equipped for the carriage of passengers and having a certificated maximum carrying capacity of more than 39 but more than 89 passengers.

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

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"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 Contract.

"Price per Seat" means the amount, expressed in Canadian dollars, by the payment of which round-trip air transportation may be purchased from a Charterer or his agent for a passenger on an ABC or a CPC.

"Route" means the one-way total mileage from the point of origin to the point of outbound destination via any point of layover or stopover, or the total one-way mileage from the point of outbound destination to the point of origin via any point of layover or stopover.

"Small Aircraft" means an aircraft equipped for the carriage of passengers and having a certificated maximum carrying capacity of not more than 39 passengers.

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

"Tour Features" means all goods, services, facilities and benefits, other than accommodation and transportation, that are included in an ITC program at the inclusive tour price or made available to tour participants as optional extras at an additional charge.

"Tour Operator" means a Charterer with whom an air Carrier has contracted to charter an aircraft in whole or in part for the purpose of operating an inclusive tour.

"Transportation", in respect of an inclusive tour, means the transport of the tour participants and their personal baggage by air or other modes between

- (a) all points in the tour itinerary, and
- (b) airports or surface terminals and the location where accommodation is provided in the tour itinerary other than the point of origin.

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 between points in Canada on the one hand and points outside Canada on the other hand.
- (b) Charter service will be furnished under the terms of this tariff only after the Charterer and the Carrier execute an appropriate written Charter Contract, in the form prescribed by the Carrier.

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- (c) Charter 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 of each page, on the date of signing of the charter agreement (except that the charter price shall be subject to fuel surcharges in effect on the date the transportation commences from the point of origin of each flight).
- (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).
- (e) Notwithstanding Rule 2(c), when the Charterer and the Carrier agree to amend a contract for a series of flights within the original period of the contract, the tariff in effect at the time of signing of the original contract shall apply.
- (f) Any airport, security or air transportation tax or charge imposed by any government authority is not included in the charter rates and charges published herein.
- (g) All obligations incurred by the Carrier under the Charter Contract are subject to compliance by the parties thereto with applicable laws and regulations and are further subject to such affirmative acts, findings, clearances and approvals as may be required on the part of any government and governmental agency for the lawful discharge thereof; and the transportation herein described shall be performed according to and subject to any and all rules and regulations of the CTA(A) and any other governmental agency having jurisdiction. The Carrier shall not be held responsible for damages or otherwise subject to penalties or forfeitures under the Charter Contract, for delay or omissions attributable to any law, regulation or government or governmental agency as aforesaid, nor in the event that any flight cannot be flown as a result of an official act of the CTA(A), including the denial or cancellation of any necessary authority to the Carrier to perform under the Charter Contract, provided that any such denial, cancellation, delay or omission did not result from any neglect or default on the part of the Carrier.

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.

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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.

RULE 5. COMPUTATION OF CHARGES

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

- (a) Applicable to Entity Charters only
 - i. 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 the 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; plus
 - ii. 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.

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- (b) Not applicable to Entity Charters
 - i. An amount obtained by multiplying the distance of the charter flight(s), determined in accordance with Rule 4 herein, times the applicable charter rate per seat mile shown in the Table of Charges, the result of which is multiplied by the total passenger seating capacity of the chartered aircraft; plus
 - ii. 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 seat mile shown in the Table of Charges, the result of which is multiplied by the total passenger seating capacity of the chartered aircraft.
- (c) Fuel surcharges, if any, are calculated by the same formula as charter and ferry charges as per the above (a) and (b).
- (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) Applicable to Entity Charters only

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.
- (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 four (4) 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.
- (j) Any cost or expense for Customs and Immigration services incurred by the Carrier in the performance of the Charter Contract.

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**RULE 6A. CARRIAGE OF PERSONS WITH DISABILITIES – PROVISIONS FOR
AIRCRAFT WITH 30 OR MORE PASSENGER SEATS**

(1) 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.

(2) 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 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.

(3) 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).

(4) 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.

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(5) 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. 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.

(6) 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.

(7) 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.

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(8) 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.

(9) 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 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.

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(10) 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.

(11) 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.

(12) 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.

RULE 6B. CONDITIONS OF CARRIAGE

1. Space and weight limitations – Passengers and baggage or goods will be carried within space and weight limitations of aircraft.
2. Refusal to transport – The Carrier will refuse passage to transport or will remove any passenger at any point for the following reasons: *If it concerns the transportation of a person with a disability, referred hereto Rule 6A(1).
 - i. Such action is necessary for reasons of safety;
 - ii. Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown from, to, or over;
 - iii. The conduct, status, age or mental or physical condition of the passenger is such as to require special assistance of the Carrier or cause discomfort or be objectionable to other passengers, or involve any hazard or risk to such passenger, to any other persons or property, or to the charter flight;
*Not applicable to persons with disabilities.
 - iv. The passenger fails to observe the instructions of the Carrier;
 - v. The passenger refuses, upon request, to provide positive identification passports and visas or other required travel documentation;
 - vi. The passenger refuses to submit to a search or refuses to permit search of personal baggage;
 - vii. The passenger fails to comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into, or over, and with all rules, regulations and instructions of the Carrier. Carrier shall not be liable for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, requirements or instructions.
3. 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 fulfillment of the charter agreement; and

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- 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, airport authority or public body on whatsoever ground to grant the Carrier any clearance, license, right or other permission necessary to the performance of the Carrier's charter agreement is deemed to be included in the term "Force Majeure". Upon the happening of any of the foregoing events, Carrier may without notice cancel, terminate, divert, postpone or delay any flight whether before departure or en route. Provided, always, that in the event of such failure, the Carrier will use its best efforts to fulfill its obligations including the provision of alternate means of transport.
4. Capacity limitations – The Charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized. Any space not utilized by the Charterer may 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.
5. 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.
6. 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.

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7. Check-in – The Charterer shall advise passengers to present themselves and their baggage at the check-in counter of the Carrier at the places and times, if any, indicated in the Charter Contract or by the Carrier from time to time. In the event that one or more passengers and their baggage are not ready and able to be checked in and boarded before the flight departure time for reasons other than delay, neglect or default on the part of the Carrier, the Carrier may delay the departure or with the consent of the Charterer which consent shall not be reasonably withheld, may proceed without full load or cancel the flight without recourse against the Carrier.
8. Travel documents – The Charterer shall be responsible for advising passengers of their passports, visas, health certificates or other travel documents for passengers and their baggage which are required by governments or other authorities at points of origin, destination or agreed stopping places.
9. Rules and regulations – The Charterer and all passengers shall fully comply with all of the terms and conditions, rules, regulations and practices required by the Charter Contract including the tariff to be complied with by the Charterer and passengers. Failing such compliance, the Carrier shall be entitled to cancel the Charter Contract and the Charterer shall pay a cancellation charge pursuant to Rule 13.
10. Route – The Carrier shall have the right to select the route for the charter flight, provided, however, the shortest route which in the opinion of the Carrier is safe, feasible and duly authorized by any competent authority having jurisdiction shall be followed.
11. Pilot's responsibilities – The aircraft at all times shall be under the exclusive control of the pilot in charge, whose orders shall be strictly complied with the Charterer and all passengers. The pilot of the aircraft shall have complete discretion concerning the load carried and its distribution and as to whether a flight should be undertaken or diverted and as to where and when and under what circumstances landing should be made and all such decisions of the pilot shall be accepted and agreed to by the Charterer and the passengers.
12. Baggage check – The Carrier shall receive baggage on board any flight only upon a baggage check for the flight having been presented for carriage and upon a baggage tag having been affixed thereto. Baggage for which a baggage check has been issued by the Carrier shall be delivered to the bearer of the baggage check provided however that Carrier shall not be liable for any loss, damage or expense arising out of or in connection with its failure to ascertain that the person claiming the baggage is the bearer of the baggage check applicable thereto. If a person claiming the baggage is unable to present the baggage check, the Carrier shall deliver the baggage if such person establishes that person's right thereto to the Carrier's satisfaction and the Carrier may require such person to furnish adequate security to indemnify the Carrier for any loss, damage or expense which may be incurred by the Carrier as a result of such delivery. Carrier shall not be bound to check baggage beyond the destination of the charter flight.

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13. Tickets – Prior to departure of any charter flight, the Charterer shall furnish the Carrier a list, in such form as may be designated by the Carrier of charter passengers to be carried on the charter flight.
14. Denied Boarding Compensation – The carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.

RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS

1. All baggage or goods presented for transportation is/are subject to inspection by the Carrier.
2. 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.
3. Baggage accepted for transportation for a charter flight is valid from point of origin to point of destination only. Interline connections are not available.
4. 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 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, birds and similar live animals – These are acceptable when properly crated in leak-proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals will be carried only in the cargo compartments of the airplane.
*NOT APPLICABLE TO SERVICE ANIMALS.
 - iv. Photoflash bulbs – These items are acceptable when appropriately marked and contained in the original package of the manufacturer.
 - v. Musical instruments, electronic equipment, perishable items and objects of art.

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RULE 8. REFUNDS

Application for refund shall be made to the Carrier or its duly authorized Agent.

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

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

(a) General (*Not Applicable to Transportation Wholly Within Canada*)

Limits of liability are governed by the *Carriage by Air Act*, (R.S. 1985, c. C-26) Carriage and services performed hereunder are subject to the rules and limitations relating to liability established by the Convention unless such carriage is not "international carriage", as defined by the Convention. To the extent not in conflict with the Convention, carriage and other services performed are subject to applicable laws, government regulations, orders and requirements and the terms and conditions of the Charter Contract including this tariff. Carrier is not liable for any death, injury, delay, loss or other damage of whatsoever nature to passengers or unchecked baggage arising out of or in connection with carriage or other services performed by the Carrier incidental thereto, unless such baggage is caused by the negligence of the Carrier. Under no circumstances will the Carrier be liable for the loss, delay or damage to unchecked baggage or cabin baggage not attributed to the negligence of the Carrier. Assistance rendered to the passenger by the carrier's employees in loading, unloading or trans-shipping of unchecked or cabin baggage shall be considered a gratuitous service to the passenger. The Carrier is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders or requirements or from failure of passenger to comply with same, or out of any cause beyond the carrier's control.

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In any event, liability of the Carrier for delay of a passenger shall not exceed 125,000 French Gold Francs, or its equivalent.

In any event, liability of the Carrier for death or injury shall not exceed 125,000 French Gold Francs, or its equivalent.

(b) Exemption to Convention

In accordance with Article 22(1) of the Convention, as to all international carriage or transportation hereunder as defined in the Convention:

- i. The Carrier shall not invoke the limitation of liability in Article 22(1) of the Convention to any claim for recoverable compensatory damages arising under Article 17 of the Convention.
- ii. The Carrier shall not avail itself of any defense under Article 20(1) of the Convention with respect to that portion of such claim, which does not exceed 100,000 Special Drawing Rights.
- iii. Except as otherwise provided in paragraphs i. and ii. hereof, the Carrier reserves all defenses available under the Convention to any such claim. With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- iv. *(Not applicable to social agencies in the United States)*
Neither the waiver of limits nor the waiver of defenses shall be applicable in respect of claims made by public social insurance or similar bodies however asserted. Such claims shall be subject to the limit in Article 22(1) and to the defenses under Article (20)(1) of the Convention.
- v. *(Applicable only for transportation to and from the United States)*
Rules stating any limitation on, or condition relating to, the liability of the Carrier for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, except to the extent provided in paragraph B above. Insofar as this rule states any such limitation or condition, it is included herein.

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(c) Baggage

International transportation shall be subject to the Rules relating to the liability established by the Convention whereby any liability of the Carrier is limited, with some exceptions to 250 French Gold Francs, approximately USD \$20.00 per kilogram in the case of checked baggage and 5,000 French Gold Francs, approximately USD \$400.00 per passenger in the case of unchecked baggage or other property unless a higher value is declared and paid in advance. In that event, the liability of the Carrier shall be limited to such higher declared value. 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. *Not applicable to mobility aids.

In Canada the French Gold Franc shall be converted into Canadian dollars in accordance with the provisions of the *Carriage by Air Act* Gold Franc conversion Regulations, SOR/83-79.

- (d) Willful damage – Nothing herein contained shall be deemed to affect the rights of or the liability of the Carrier with respect to any claim brought on behalf of or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger or passengers.
- (e) Except as the Convention or other applicable laws may require, the Carrier's liability to the Charterer and the passengers and any other persons for damage sustained in the event of death or personal injury, damage to or loss of any baggage or other property or delay is subject to and limited in accordance with the provisions of this tariff notwithstanding that any death, personal injury, loss, damage or delay in caused by the act, negligence or default of the Carrier, its employees or agents.
- (f) The Charterer shall indemnify and hold harmless the Carrier from and against any and all claims, demands, damages, losses, costs and expenses, including legal expenses of passengers or any other person whomsoever and of whatsoever nature or kind and from whatsoever cause arising except to the content that such claims, demands, damages, losses, costs and expenses are the responsibility of the Carrier pursuant to the provisions of the Convention, of the Charter Contract or this tariff.
- (g) The Carrier may disallow any claim for loss of damage which contains misrepresentations, including false statements concerning whether or not the passenger has made previous claims with Air Canada or other Carriers and/or where the passenger fails to have the Carrier's baggage claim declaration notarized. Carrier may also disallow claims when the passenger fails to provide proof of loss in the form of receipts of purchase.

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- (h) The Carrier shall not be liable for the loss, damage or delay in delivery of fragile or perishable articles; money, jewelry, silverware, negotiable papers, securities; business documents; samples; paintings; antiques; artifacts; manuscripts; irreplaceable books/publications; computers, band/orchestra equipment; household items; prescription drugs, photographic equipment, video equipment; perishable, cellular telephones or other valuables with or without the knowledge of the Carrier.
- (i) The owner of the pet assumes all responsibility for compliance with all governmental regulations and/or restrictions. The Carrier is not responsible in the event any pet or animal is refused passage into or through any country, state or territory.
- (j) The Carrier shall not be liable for damage to fragile or unsuitably packed items or for damage or delay to perishable items when such damage, delay or loss occurs after completion of a limited release tag.
- (k) The Carrier shall not be liable for the loss, damage or delay in delivery of a passenger's carry-on items or cabin baggage unless caused solely by the Carrier's negligent handling or as a consequence of damage to the aircraft.
- (l) The Carrier is not liable for damages or loss of baggage and contents resulting from overpacking for the style, size and quality of the luggage. The Carrier does not accept liability for losses resulting from the use of cardboard boxes as checked baggage.
- (m) The Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or to the property of the Carrier shall indemnify the Carrier for all losses and expenses incurred by the Carrier as a result thereof.
- (n) The Carrier shall not be liable for consequential, special, punitive or exemplary damages arising from or connected in any way with any act or omission by the Carrier, its employees or agents, whether or not such act or omission was negligent and whether or not the Carrier had knowledge that such damages might be incurred.
- (o) Any exclusion or limitation of liability of the Carrier shall apply to and be for the benefit of agents, servants and representatives of the Carrier and any person whose aircraft is used by the Carrier for carriage and its agents, servants and representatives.

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- (p) No agent, servant or representative of the Carrier has authority to alter, modify or waive any provision of this contract.
- (q) Severability – Should any provision in this tariff be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions shall nevertheless remain valid, binding and effective.

For travel governed by the Montreal Convention or the Warsaw Convention

Limitation of actions – No action shall be maintained for any injury to or death of a passenger or for loss of or damage to baggage or for any delay in carriage thereof unless notice of a claim is given within the time limits and in the manner provided by the Convention and/or this tariff. 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. 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. Any right to damage against Carrier shall be extinguished unless an action is brought within two years reckoned 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.

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:

- i. Converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- ii. Converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.
- iii. 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.

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RULE 10. DECLARATION OF HIGHER VALUE

- (a) A passenger may, when checking in for a flight and presenting property for transportation, pay an additional charge for each Carrier on which the property is to be transported and declare a value higher than the maximum amounts specified in this Rule and up to the maximum of .50 per Carrier and an additional amount of liability of 100.00 or fraction thereof. In which event, Carrier's liability shall not exceed such declared higher value.
- (b) Any higher declared value shall not apply to money, jewelry, silverware, negotiable papers, securities, business documents, samples, paintings, antiques, artifacts, manuscripts, irreplaceable books or publications, or other similar valuables when such valuables are included in baggage checked or otherwise delivered into the custody of the Carrier.
- (c) Limits of Declared Higher Value – The declared value for personal property, including baggage, shall not exceed the limits of USD \$2,500.00 and CAD \$2,500.00. The amount specified above will be in Canadian currency when the baggage is presented to a Carrier at a point in Canada and in U.S. currency when the baggage is presented to a Carrier at a point in the U.S.

RULE 11. SUBSTITUTION OF AIRCRAFT

- (a) When, 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.
- (d) The Carrier may without notice and subject to any necessary approval from the CTA(A) or other governmental authority substitute alternate Carrier in case of necessity.

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RULE 12. PAYMENT REQUIREMENTS

- (a) Payments for a charter flight made to any person to whom the Carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the Carrier.
- (b) After the Charter Contract has been signed by the Charterer and accepted by the Carrier, payment of the charter price and other charges shall be made in accordance with the following:
 - i. At the time of signing, a non-refundable, non-transferable deposit is required, equal to the greater of CAD \$3,500 or 25% of the total charter price or;
 - ii. In lieu of the initial deposit, Carrier may accept an "**Irrevocable Documentary Credit**" given by a bank or other financial institution acceptable to the Carrier equal to the greater of CAD \$3,500 per rotation or 25% of the total value of the charter agreement;
 - iii. The full payment of rates and charges of each round-trip shall be made seven (7) days prior to the departure date of the charter from the point of origin or is payable immediately if the contract is signed less than seven (7) days prior to departure.
- (c) The Charterer shall pay to the Carrier on demand all applicable transportation taxes due with respect to any flight operated by the Carrier hereunder and all other applicable taxes, fees or charges payable by the Charterer but of which the Carrier is the collecting agent.
- (d) If the charter price is paid in funds other than Canadian Dollars, the rate of exchange will be calculated based upon the rate of exchange upon the day of signing.
- (e) The Carrier may cancel a charter flight if the Charterer has not complied with this rule. In such event, the Charterer shall pay the Carrier a cancellation charge in accordance with Rule 13.

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RULE 13. CANCELLATION CHARGES *(Not applicable to transportation between Canada and the United States)*

- (a) Charterer may cancel any charter flight or series of charter flights by notifying Carrier at any time before the time of departure. When a charter flight or series of flights are so cancelled, or when a charter flight or series of flights are cancelled pursuant to another rule in this tariff which provides for a cancellation charge to be paid by the Charterer, the Charterer shall pay the Carrier a cancellation charge and shall be subject to the conditions set out in paragraph (b) through (j) inclusive by way of liquidated damages and not as a penalty as follows:
- i. The greater of CAD \$3,500 per charter or twenty-five (25%) of the charter price if cancelled from date of signing the contract up to forty-five (45) days before departure for each flight.
 - ii. Fifty percent (50%) of the charter price of such price if cancelled forty-four (44) days or less but up to forty-nine (49) hours before departure of each flight.
 - iii. One hundred (100%) of the total charges as specified in the Charter Contract for each charter cancelled forty-eight (48) hours or less before departure of each flight.

NOTE: The date of cancellation by the Charterer of a charter flight, series or part thereof, shall be the date on which the Carrier receives written or telegraphic/electronic notification of such cancellation.

- (b) In the event of the cancellation of one or more but not all the flights in a series of charter flights, the Charterer shall pay for any additional ferry flights required.
- (c) In the event that a cancelled flight is subsequently reinstated, the Charterer shall pay for any additional ferry flights required, any resulting overtime costs for staff and other costs related to "short notification" charges incurred by the Carrier from its sub-contractors or agents.
- (d) In the event of a cancellation of one or more but not all the flights in a series of charter flights, the Carrier may at its discretion cancel the remaining charter flights in the series without recourse by the Charterer in respect thereto.

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- (e) In the event of cancellation of a charter flight or flights by the Carrier or the Charterer before departure, full refund of payments made with respect to the charter flight or flights cancelled shall be made less any applicable cancellation fees or additional ferry flight charges and the liability to make such a refund shall constitute the sole liability of the Carrier to the Charterer in respect thereto and the Charterer shall indemnify and hold harmless the Carrier, its employees and agents from and against any and all claims by whomsoever made as a result of such cancellation.
- (f) In the event that the Charterer is required to pay any cancellation charges or additional ferry flight charges with respect to any series of flights, then as a condition of and prior to the continuation of the series of flights, the Charterer shall pay to the Carrier all such fees and charges and any amount to reinstate any deposit to its original amount.
- (g) The Charterer shall furnish the Carrier with such information as may be required by the Carrier for transmittal to the CTA(A). If representations made by the Charterer in any information provided are not correct, or if the Charterer is in breach of any or all of the terms and conditions of the Charter Contract including this tariff and the said breach or incorrect information continues unremedied for 15 days after written notice thereof has been given to the Charterer by the Carrier, the Carrier may cancel the flight or series of flights to which the said breach or inaccurate information relates except that if the CTA(A) cancels the Carrier's permit for any flight or flights as a result of any such breach or inaccurate information, the said flights shall be cancelled forthwith. The Charterer shall indemnify and hold harmless the Carrier, its employees and agents from the against and all claims by whomsoever made as a result of any cancellation pursuant to this rule and shall pay the Carrier a cancellation charge in accordance with the rule.
- (h) Cancellation where more than one Charterer has contracted for seats on the same aircraft.
 - i. The Charterer agrees that where it has contracted for only part of the capacity of the aircraft on any charter flight, the Carrier may cancel the said flight in the event that the Charterer or one of the Charterers of the balance of the capacity as the case may be, cancels its participation in the charter and the Charterers of the balance of the capacity are unable or unwilling to negotiate a new contract for the complete capacity of the aircraft.
 - ii. In the foregoing, Rule 13(h)i. charter flight includes an outbound flight or inbound flight. If a Charterer cancels its participation in an inbound or outbound flight only, the Carrier may cancel not only that flight but also the inbound or outbound flights of all participating Charterers to which the cancelled flights correspond.

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- iii. In the event of such cancellation, the Carrier shall assess the cancellation charge payable by the Charterer which originally cancelled its part of the capacity of the aircraft and the Carrier shall make full refund to the Charterers of the balance of the capacity of the aircraft of any monies paid by them to the Carrier and the Charterers shall indemnify and hold harmless the Carrier from any claims by whomsoever made that may arise from said cancellation.
- (i) Cancellation charges provided for in Rule 13(a) will not apply to charters that are cancelled during any period of cessation of operations due to a work stoppage, provided the cancellations occur not earlier than thirty (30) days prior to the scheduled date of departure from the point of origin.
- (j) The Carrier may terminate any charter flight or series of flights upon advising the tour operator one hundred and twenty (120) days prior to the date of departure from the point of origin, should the aircraft be required for scheduled service utilization.

RULE 14. GROUND TRANSPORTATION

The tolls published in this tariff do not include ground transportation. The Carrier does not maintain, operate or provide ground transportation between airports or between airports and city centres. Any such services are performed by independent contractors who are not and shall not be deemed to be the agents or employees of the Carrier. The Carrier shall not be liable for the acts or omissions of such independent contractors or anything done by an employee, agent or a representative of the Carrier in making arrangements for such ground transportation. The costs of ground transportation shall be payable by the Charterer.

RULE 15. FACILITIES – AIRPORT AND SERVICE REQUIREMENTS

The following is a list of minimum requirements for Carrier to operate in/out of a non-scheduled airport:

- (a) communications and navigational aids,
- (b) hangar and storage space for overnight aircraft,
- (c) pre-heaters for aircraft,
- (d) ground power units,
- (e) paved airstrips with communications, markers, lights or both and
- (f) personnel to assist carrier's crews with aircraft ground operations.

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RULE 16. PASSENGER SERVICE COMMITMENTS

The rules contained in this tariff shall be interpreted in accordance with the principles set out below, and adjusted in accordance thereto.

1. Given that passengers have a right to information on flight times and schedule changes, the Carrier will make reasonable efforts to inform passengers of delays and charter schedule changes and to the extent possible, the reason for the delay or change.
2. Given that passengers have a right to take the flight they paid for, if the plane is overbooked or cancelled, the Carrier will:
 - (a) find the passenger a seat on another flight operated by the Carrier;
or, at Carrier's option
 - (b) buy the passenger a seat on another carrier with whom it has a mutual interline traffic agreement;
or, at passenger's choosing or if Carrier is unable to perform the option stated in (a) or (b) above within a reasonable amount of time,
 - (c) refund the unused portion of the passenger's ticket.
3. Given that passengers have a right to punctuality, the Carrier undertakes to do the following:
 - (a) If a charter flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provide the passenger with a meal voucher;
 - (b) If a charter flight is delayed by more than 8 hours and the delay involves an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not start their travel at that airport; and
 - (c) If the passenger is already on the aircraft when a delay occurs, the Carrier will offer non-alcoholic drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, the Carrier will offer passengers the option of disembarking from the aircraft until it is time to depart, if it is safe, practical and timely to do so.

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4. Given that passengers have a right to retrieve their Baggage quickly, if the Baggage does not arrive on the same flight as the passenger, the Carrier will take steps to deliver the Baggage to the passenger's residence or hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of the Baggage and will provide the passenger with an over-night kit as required. Compensation will be provided as per the provisions of this tariff.
5. Given that nothing in this present tariff would make the Carrier responsible for acts of nature or the acts of third parties, the principles set out in this rule cannot have the effect of holding the Carrier responsible for inclement weather or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials. The Carrier is legally obligated to maintain the highest standards of aviation safety and cannot be encouraged to fly when it is not safe to do so.

RULE 17. SEAT ALLOCATION

1. Carrier does not guarantee allocation of any particular space in the aircraft. Carrier has supplemental seating policies for passengers under the age of twelve (12) travelling with a parent or guardian traveler to ensure that reasonable efforts are made by the carrier, at time of check-in and by airport and in-flight agents to seat the Child next to their parent or guardian traveler, free of charge. If efforts are unsuccessful at check-in, gate agents to locate adjoining seats at boarding. If unavailable, gate agents to request volunteers to change seats. If efforts are unsuccessful at boarding, flight attendants requesting volunteers to change seats on board.
2. Exit row seats are only available and offered to adult passengers who are able to read, understand, and provide oral instructions in English or French, are able to visually assess if it is safe to open the emergency door, are free of any disability, condition, reduction in mobility or responsibility, such as attending to another person, that may prevent them from performing emergency exit functions, are able to reach and operate the emergency exit and are willing to assist in evacuating the aircraft in the event of an emergency.

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