

FLAIR AIRLINES LTD.

DOMESTIC SCHEDULED PASSENGER TARIFF

RULES, RATES AND CHARGES APPLICABLE TO THE TRANSPORTATION OF  
PASSENGERS AND THEIR BAGGAGE BETWEEN POINTS IN CANADA

Issued by:  
Flair Airlines Ltd.  
4th floor North Tower Suite # 4032  
1000 Airport Road, Edmonton International Airport  
AB T9E 0V3

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## **PART I - GENERAL TARIFF INFORMATION**

### **EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS**

\$	Dollar(s)
(C)	Denotes Change which results in neither increases or decreases
(D)	Denotes Increase
(N)	Denotes Addition
(R)	Denotes Reduction
(X)	Denotes Cancellation
CAD	Canadian Dollar(s)
CTA	Canadian Transportation Agency
F8	Flair Airlines Ltd. dba Flair Air and/or Flair Airlines
FLE	Flair Airlines Ltd. dba Flair Air and/or Flair Airlines
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
N/A	Not Applicable or not available, as the context may require
No	Number



## **RULE 1: DEFINITIONS**

**"Alternative Transportation"** means ground transportation services or another flight (or flights) on the services of the Carrier (defined below) or another flight (or flights) on the services of another Carrier.

**"APPR"** means the Air Passenger Protection Regulations SOR/2019-150, under the Canada Transportation Act (Canada).

**"At the Gate"** means the point where the Passenger's Flight Coupons are lifted and kept by the Carrier or the point where the Carrier examines the Passenger's boarding pass prior to the Passenger being permitted on the aircraft.

**"Baggage"** means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the Passenger.

**"Baggage Identification Tag"** means a document issued by the Carrier solely for identification of checked baggage, part of which is given to the Passenger as a receipt for the Passenger's checked baggage and the remaining part is attached by the Carrier onto a particular piece of the Passenger's checked baggage.

**"Boarding Area"** means the point where the Passenger's Flight Coupons are lifted and kept by the Carrier or its agent or the point where the Carrier or its agent examines the Passenger's boarding pass prior to the Passenger being permitted on the aircraft.

**"Boarding Pass"** includes either a paper document or an electronic document issued by the Carrier to the Passenger and serves as a record that the Passenger has checked in for their flight and, when it shows a seat assignment, it permits a Passenger to board a particular flight.

**"Boarding Time Deadline"** is the time limit specified by the Carrier by which the Passenger must be present at the designated boarding area of their flight.

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

**"Carrier"** means Flair Airlines Ltd., carrying on business as Flair Air, having its head office at #4032, 1000 Airport Rd, Edmonton International Airport, AB T9E 0V3; licensed to provide Domestic Services under the Canada Transportation Act.

**"Checked Baggage"** means baggage of which the Carrier takes sole custody and for which the Carrier issues a baggage identification tag.

**"Check-in Deadline"** is the time limit specified by the Carrier by which the Passenger must have completed check-in formalities and received a boarding pass, including the checking of Checked Baggage if and where applicable.

**"Codeshare"** A commercial arrangement between two airlines whereby one sells seats on a flight operated by the other, with each airline using their own flight number.

**"Contract of Carriage"** is the agreement entered into between a person, whether or not that person is represented by an agent, and the Carrier that sets out the specifics of the flight itinerary and applicable

timelines, including but not limited to check-in and boarding deadlines, and incorporates by reference this Tariff (as defined below) and the terms and conditions thereunder.

**"Convention"** means the Convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, 12 October 1929, or that convention as amended by the Hague protocol, 1955, or the Montreal Convention signed in Montreal on 28 May, 1999 whichever may be applicable to carriage hereunder.

**"Crew Member"** means any person who, under the authority of the Carrier, performs services for the Carrier or services rendered to Passengers during the entire interaction with Carrier, including but not limited to persons carrying out in-flight duties in the passenger cabin of an aircraft of the Carrier.

**"Customer"** In this document, usually means the person who is making payment.

**"Destination"** means the ultimate stopping place according to the Contract of Carriage, as shown on the ticket. In round trip itineraries, the destination and the origin are the same.

**"Domestic Transportation"** means air transportation between points in Canada, from and to the same point in Canada or between Canada and a point outside Canada that is not in the territory of another country.

**"Flight Coupon"** means that portion of the ticket which is either held electronically in the Carrier's database or on paper when a paper ticket is issued to a Passenger. It indicates the particular points between which the Passenger is entitled to transportation.

**"Flair Airlines Ltd. carrying on business as Flair Air"** means the Carrier, having its head office at #4032, 1000 Airport Rd, Edmonton International Airport, AB T9E 0V3; licensed to provide Domestic Services under the Canada Transportation Act.

**"Force Majeure"** means any unforeseeable circumstances beyond the Carrier's control, the consequences of which could not have been avoided even if reasonable 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, crew illness or injury, facility issues, immigration and customs, security issues, medical diversions or unruly Passengers.

**"Good(s)"** means anything that can be transported by air, including animals, but excluding mail, other than in plane load lots, and baggage.

**"ICAO Designation Code"** means the International Civil Aviation Organization (ICAO) Designation Code for Flair Airlines Ltd. is FLE.

**"Immediate Family"** means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Adopted and step members are also included in immediate family.

**"Involuntary Refunds"** means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the Carrier cancelling a flight, failing to stop at a point to which the Passenger is destined or is ticketed to stop over (excluding transits), being unable to provide previously confirmed space or where, because of safety or legal requirements or the condition or conduct of the Passenger, carriage is refused.

**"Mechanical Malfunction"** means a mechanical problem that reduces the safety of Passengers but does not include a problem that is identified further to scheduled maintenance undertaken in compliance with legal requirements.

**"Minor"** means a person who has not reached their twelfth (12th) birthday on the date that travel commences.

**"No Show"** means the failure of a Passenger to i) check-in by the Check-in Deadline or ii) present themselves at the Gate with the appropriate required documentation, by the Boarding Time Deadline.

**"Origin"** means the initial starting place of the journey as shown on the ticket.

**"Overbooking"** is the result of selling more seats than the available number of seats on a flight.

**"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 valid Contract of Carriage.

**"Person with a Disability"** includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or a mental health condition, requires services or assistance beyond those normally offered by the Carrier to meet their disability related needs.

**"Personal information"** means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

**"Required for Safety Purposes"** means legally required in order to reduce risk to Passengers but does not include scheduled maintenance in compliance with legal requirements.

**"Reservation"** is a record, either in paper form or in electronic form, of the accommodation held by a Passenger on a given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided the Passenger.

**"Routing"** establishes the possible points via which travel may take place for a specific fare.

**"Schedule Irregularities"** means the following:

- a) delays in the scheduled departure or arrival of the Carrier's flight; or
- b) cancellation of flight, omission of a scheduled stop; or
- c) substitution of aircraft; or
- d) schedule changes which require re-routing of a Passenger at departure time of their original flight.

**"SDR"** Special Drawing Rights; the currency of International Monetary Fund (IMF).

**"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.

**"Stopover"** is a deliberate interruption of a journey initiated by the Passenger and agreed to in advance at a point between the place of departure and the place of destination. The deliberate interruption must be for a purpose other than changing aircraft.

**"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.

**"Ticket"** means either a paper or electronic document which includes the Passenger's Flight Coupons. The ticket serves as evidence of payment of airfare and constitutes for the Passenger proof of their conditions of carriage. It also has detailed information to ensure proper processing and handling. In instances where a ticket exists as an electronic document, proof of purchase may be provided in the form of an itinerary/receipt.

**"Unchecked Baggage"** means any baggage (carry-on) accompanying the Passenger other than checked baggage.

**"Voluntary Refunds"** means a refund of an unused or partially used ticket for reasons other than those mentioned under the definition of an involuntary refund.

**"Voucher"** means an electronic monetary credit issued by the Carrier to a Passenger that may be used toward future travel services, excluding onboard purchases, or the provision of incidental services such as meals, ground transportation, and hotel accommodation.

## **RULE 2: ULTRA LOW COST CARRIER**

### **(A) GENERAL**

Flair Airlines Ltd. falls into the small airline category pursuant to Section 1(2) of the APPR.

Carrier services are based on an ultra low cost operational model in order to deliver competitive prices to Passengers. Except as otherwise provided for expressly under this Tariff, any additional Passenger protections and compensation shall be limited to amounts which are objectively commercially reasonable and commensurate with the level of service contracted for by said Passengers.

All rates and charges published in this Tariff are stated in the lawful currency of Canada, except where such purchases are made in or are required to be in the currency of another country or state. Purchases made on board the Carrier's aircraft may not be paid for with cash. Based on the location of fee payment, conversion to Canadian dollars or to the local currency may occur.

Except as otherwise provided for herein, Carrier may take all reasonable actions whatsoever, within Carrier's sole and absolute discretion, that may be required from time to time.

## **RULE 3: APPLICATION OF TARIFF**

### **(A) GENERAL**

1. This Tariff is applicable to the transportation of Passengers and their baggage or goods in scheduled service on aircraft operated by the Carrier. For the avoidance of doubt, irrespective of the source of ticketing, including where the ticket may have been issued by a third party travel agent, reseller or indirect air service provider, the terms of this Tariff remain applicable to the transportation of Passengers and their baggage or goods in scheduled service on aircraft operated by the Carrier.
2. Scheduled transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this Tariff in effect, by virtue of the effective date of each page.
3. Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the Passenger states otherwise, the general rules contained in this Tariff will apply.
4. The contents of this Tariff are incorporated by reference into the Contract of Carriage. Should there be a conflict between this Tariff and the Contract of Carriage, or any other document issued or posted by the Carrier, this Tariff will prevail.
5. The Carrier will be responsible for the furnishing of transportation only over its own lines. However, when the Carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of any other Carrier (whether or not such transportation is part of a through service), the Carrier acts only as agent for such other Carrier and the Tariff of that other Carrier will apply. Flair Air assumes no responsibility for the acts or omissions of such other Carrier and Carrier shall have no liability whatsoever for any operations or travel services which are not operated by Carrier, including, and without limiting the foregoing, where Carrier is acting solely as agent for another travel service provider with respect to any other travel booking, including travel aboard another air carrier, and such operations or travel services are subject only to the applicable terms and conditions imposed by such other travel service provider.

6. No agent, employee or representative of the Carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this Tariff unless authorized in writing by an officer of the Carrier.
7. Unless stated otherwise in this Tariff, domestic transportation shall be subject to the limits of liability in relation to delay or bodily injury which are prescribed under the Montreal Convention, despite the inapplicability of the Montreal Convention to domestic transportation.

**(B) Gratuitous Carriage**

With respect to gratuitous carriage, the Carrier reserves the right to exclude the application of all or any part of this Tariff.

**(C) Change Without Notice**

Except as may be required by applicable laws, government regulations, orders and requirements, the Carrier's rules, regulations and conditions of carriage are subject to change without notice, provided that no such change shall apply to a contract of carriage after the carriage has commenced.

**(D) Effective Rules, Fares and Charges**

1. All carriage of Passengers and/or baggage shall be subject to the Carrier's rules, regulations, and tariffs in effect on the date of commencement of carriage covered by the first flight listed on the ticket. Where required by local law or regulation, carriage of Passengers and/or baggage shall be subject to the Carrier's rules, regulations, and tariffs in effects on the date of the ticket issuance.
2. No increase in fares or charges applicable to the carriage of Passengers will be collected in the event that an increase in fares or charges occurs between the time of ticket issuance and the effective date of any subsequent tariff containing such an increase provided the confirmed ticketed reservations are not changed and the ticket is not reissued at the Passenger's request.

**(E) Passenger Recourse**

Any compensation offered to Passengers is offered pursuant to this Tariff and is, subject to applicable government regulations, in consideration and settlement of any claims a Passenger may have against the Carrier, whatsoever. In the case of dispute with the Carrier, Passengers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier. If the Passenger has attempted to resolve a complaint with the Carrier and is still not satisfied, the Passenger hereby agrees to the exclusive jurisdiction of the Canadian Transportation Agency with regards to any disputes arising from or under this Tariff or a Contract of Carriage, except to the extent such dispute relates solely to bodily injury or death in which case the appropriate court shall have jurisdiction over such matter.

**(F) Fares Published in Error**

From time to time, errors may occur when posting fares (fare in error). A fare in error is one which the Carrier has, in good faith, mistakenly published and which is clearly erroneous when compared to fares usually published for a segment.

1. The Carrier reserves the right to cancel reservations and/or tickets issued with a quoted fare in error.
2. The Carrier reserves the right to void the purchased ticket and refund the amount paid by the Passenger or, if the Passenger agrees to forego the refund, offer the Passenger the ticket at a published fare that should have been available at time of booking.
3. The Carrier will attempt to notify the Passenger using the contact information provided at the time of booking:
  - (i) Within 72 hours after the Carrier becomes aware of the fare in error, that all or any portion of their ticketed itinerary has been cancelled; or
  - (ii) At least 24 hours prior to the Passenger's scheduled departure from the point of origin issued on the ticket, that all or any portion of their ticketed itinerary has been cancelled, if the ticket was purchased less than 72 hours before their scheduled departure from the point of origin.

Failure of the Passenger to either acknowledge the contact and/or engage the Carrier with respect to their position prior to the scheduled departure of the first flight of their itinerary shall be deemed acceptance by the Passenger that their ticket shall be voided and the purchase value refunded.

#### **(G) Accepted Methods of Payment**

All rates and charges in this Tariff are in Canadian Dollars. Purchases made on board the Carrier's aircraft may not be paid for with cash. Payment may be made using credit cards (VISA®, Mastercard® or American Express®), debit cards (VISA® Debit or Mastercard® Debit) (where available) or Vouchers. Only credit card payments are accepted on the Carrier's website and by the Call Centre. Credit card and bank fees may be charged in some countries in connection with the purchases made on the Carrier's website. Additional bank fees or credit card fees charged by the Customer's credit card provider or bank in connection with a purchase will be borne solely by the Customer. Flair Air charges the exact amount of the price shown at the moment of purchase without applying any transaction or service fees. Customers are advised to contact card issuer in order to obtain the nature and the amount of any eventual additional fees before finalizing their purchase. By finalizing their purchase, the Customer confirms that they have been advised of this. The Carrier shall not be responsible for any additional fees applied by Customer's card issuer. To avoid fraudulent purchases, (e.g. due to a lost card or the provision of false information), the Carrier reserves the right to request additional information from the Customer 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 when the purchase was made. Carrier also reserves the right to require another form of payment should a Customer not be able to accurately provide such additional information. Furthermore, Carrier reserves the right to cancel a Flight Coupon in case of suspected fraud, theft or dishonesty. By booking through the Carrier's website, the Customer acknowledges and consents that the Carrier may, without their signature, draw payment from their credit or debit card to complete the transaction.

#### **(H) Incorporation by Reference**

The obligations of the Carrier under the APPR form part of this Tariff and supersede any incompatible or inconsistent term and condition of carriage set out in this Tariff to the extent of such inconsistency or incompatibility, but do not relieve the Carrier from applying terms and conditions of carriage that are more favourable to the Passenger than the obligations set out in the APPR.

## **(I) Situations Outside a Carrier's Control**

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

- a) war or political instability;
- b) illegal acts or sabotage;
- c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- d) instructions from air traffic control;
- e) a NOTAM, as defined in subsection 101.01(1) of the Canadian Aviation Regulations;
- f) a security threat;
- g) airport operation issues;
- h) a medical emergency;
- i) a collision with wildlife;
- j) a labour disruption within the Carrier or within an essential service provider such as an airport or an air navigation service provider;
- k) 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
- l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

## **(J) Diversions**

Should a flight be diverted to an alternate airport, Flair Air will proceed to the original intended destination once the situation has been resolved and the flight has been authorized to proceed. In some cases, alternates outside of Canada are selected. In these instances, the laws of these countries may supersede those in Canada. Flair Air accepts no liability for Passengers who may be detained with the exception of a refund of the unused portion of the ticket.

## **RULE 4: PROTECTION OF PERSONAL INFORMATION**

### **(A) ACCOUNTABILITY**

The Carrier uses contractual means to ensure that the Passenger's personal information is afforded protection whenever a third party is used to perform services on the Carrier's behalf, including, without limitation, services relating to information technology, data processing and storage, research, marketing, conducting surveys and customer relations. In some cases, these third parties may be located outside Canada and may be required to disclose information to government authorities in those countries.

Should the Passenger have any questions regarding the Carrier's policy with respect to the protection of personal information or concerns with respect to the Carrier's handling of personal information, the Carrier may be contacted at: [personalinfo@flyflair.com](mailto:personalinfo@flyflair.com).

### **(B) Identifying Purpose of Collection**

When a Passenger purchases an airline ticket or makes a flight booking, or when a third party does so on the Passenger's behalf, the Carrier will require that certain personal information related to the



Passenger be provided to complete the transaction. This may include, at the Carrier's sole and absolute discretion, the Passenger's name, gender, address, email address, telephone number, and information related to the Passenger's form of payment. This information is required to identify the Passenger, in order to contact the Passenger, and to complete the purchasing process. The Carrier may use this information for any purposes, whether related to commercial or operational requirements, or otherwise, including with regards to any current and future bookings made by a Passenger or any third party acting on their behalf.

To the extent that the Passenger fails to provide adequate and/or accurate information to the Carrier, the Carrier is not liable for any damages which result from the Passenger not receiving communication from the Carrier including communications relating to, among other things, Schedule Irregularities.

**(C) Information Required By Government Authorities**

There may be situations in which the Carrier is required by government authorities to collect, use or disclose personal information about a Passenger, without the Passenger's knowledge or consent. Information that Carriers are required to collect by government authorities, as a result of the Passenger's boarding location and destination, may include: the Passenger's full name; date of birth; citizenship; gender; passport number and country of issuance; visa number (including ETA or ESTA information); permanent resident card number; the means by which the Passenger paid for their flight; details as to how it was booked; and any other personal information collected by the Carrier as set out in this policy or as required by such government authority.

**(D) Information Collected for Additional Services or Marketing and Related Purposes**

When the Carrier is requested to provide additional services, for example, the provision of special meals, oxygen or stretcher services, or the accommodation for Passengers with disabilities, etc., the Carrier or their agent may collect additional personal information not otherwise required.

Personal information collected from Passengers may also be used for marketing and related purposes.

**(E) Consent**

The Carrier will collect, use and disclose personal information about the Passenger with the Passenger's knowledge and consent, unless otherwise required or allowed by law. Prior to collecting personal information, the Carrier will identify the purposes for doing so and limit the collection, use and disclosure of personal information to those purposes.

Generally, the Carrier will collect personal information from the Passenger, and use it and disclose it with consent received from the Passenger or from someone on the Passenger's behalf.

There may be certain circumstances where personal information can be collected, used, or disclosed without the knowledge and consent of the Passenger. For example, legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the detection and prevention of fraud or for law enforcement, seeking the consent of the Passenger might defeat the purpose of collecting the information. Seeking consent may be impossible or inappropriate when the Passenger is a minor, seriously ill, or has a mental health condition.

**(F) Third Party Bookings and Changes to Bookings**

If a third party, including a family member, friend, or work colleague, seeks to make a booking on a Passenger's behalf, that third party may be asked to provide the Carrier with the same personal information that the Carrier would normally collect from the Passenger directly in order to complete the transaction. Unless and until the Carrier is advised otherwise, the Carrier considers that such a third party has the Passenger's consent and authorization to provide the Carrier with the Passenger's personal information and make bookings (and changes thereto) on the Passenger's behalf in accordance with the Carrier's privacy policy set out in this Tariff. Please note that the collection, use and disclosure of the Passenger's personal information by a third party is subject to the Passenger's dealings with the third party and any applicable privacy policies and practices the third party may have.

If a third party who has booked the Passenger's current flight or other travel service or who otherwise has the Passenger's full name and booking reference, contacts the Carrier and seeks information on the Passenger's booking or wishes to make changes to it, the Carrier will disclose the Passenger's booking information. The Carrier may, in its sole and absolute discretion, allow such third party to make changes to the Passenger's booking, to the extent any such changes are allowed under the Contract of Carriage, and the Carrier is acting reasonably where it concludes that the Passenger has given the third party their consent to do so. If the Passenger does not want a third party to be able to obtain information on or make changes to the Passenger's booking, the Passenger should not share the Passenger's booking reference with any third party.

**(G) Limiting Collection**

Passengers who do not wish to be contacted about special offers or for marketing, research, and survey purposes or any other reason not directly linked to the provision of purchased services on a specific flight, should advise the Carrier of their preference at the time of booking.

**(H) Disclosure To Authorities**

The Passenger accepts that the Carrier may be required from time to time pursuant to applicable laws to give Canadian, U.S. or international government authorities access to Passenger data. Accordingly, any information the Carrier holds about a Passenger and their travel arrangements may be disclosed to the appropriate authorities of any country on the Passenger's itinerary. Information that Flair Air are required to collect, depending on the Passenger's boarding location and destination, may include, as required by such authorities, the Passenger's full name, date of birth, citizenship, gender, passport number and country of issuance, immigration visa number, permanent resident card number, the means by which the Passenger paid for their flight, details as to how it was booked, and any other personal information collected by Flair Air as set out in this policy or as required by such government authority

**(I) Accuracy**

Subject to the completeness and accuracy of said information as provided by the Passenger or any third party acting on the Passenger's behalf, the Carrier will make best efforts to maintain the Passenger's personal information in the most accurate, complete, and up-to-date manner as is reasonably possible for the purposes for which it is to be used.

The Carrier will provide the means to ensure that a Passenger can update their personal information when necessary to do so, except as otherwise prohibited or restricted under the Contract of Carriage.

## **RULE 5: TAXES, FEES AND OTHER CHARGES**

1. Any tax, fee or other charge imposed by domestic or foreign government, airport authority or third party and collectible from a Passenger will be in addition to the applicable fares, ancillary fees and surcharges, and payable by Passengers, including where the imposition of such amounts occurs after the issuance of the Flight Coupon. For ease of use and simplicity, in accordance with all inclusive pricing requirements and at the Carrier's sole and absolute discretion, taxes, charges, applicable fares, ancillary fees and surcharges (including Carrier Surcharges as such is defined below), fees, and/or fares may be bundled together, either in whole or in part, by the Carrier for both display to prospective Passengers and as may be reflected on any issued Flight Coupons or receipts, despite the fact that all or a part of the sums indicated may not in fact be taxes, charges, surcharges, fees and/or fares, and any such label for shall not be conclusive as to the fees and charges which may be included therein.
2. Conditions under which taxes, fees and other charges are imposed, collected or refunded are established by the domestic or foreign government, airport authority or third party and must be respected. As a result, refund of unused taxes, fees and other charges will be made only if permitted by the domestic or foreign government, airport authority or third party.
3. If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

## **RULE 6: RESERVATIONS TERMS AND CONDITIONS**

### **(A) PRICES, CARRIER SURCHARGES AND RESTRICTIONS**

Prices are based, among other things, on fuel costs, exchange rates and taxes in force on the date of the last modification of FlairAir's website. Flair Air collects surcharges to offset the volatility and fluctuation of certain recurring expenses and operating costs. These Carrier surcharges ("Carrier Surcharges") are intended to cover Flair Air's operating expenses and mitigate unforeseen fluctuation, including, without limitation, fuel costs and variation of foreign currency exchange rates.

Unless otherwise noted herein, all prices are quoted in the currency appearing in a purchase confirmation and are applied on a per person basis. Flair Air reserves its right to cancel a booking without further notice, due to non-payment or due to litigation regarding payment.

Price reductions resulting from a promotion or a decision by Flair Air are applicable to new bookings only. Flair Air reserves its right to refuse any booking made at or based on an erroneous price.

### **(B) Booking and Confirmation**

Bookings must be accompanied by a payment in full before they can be confirmed. At the time of booking of certain flights, Passengers may be requested to provide certain personal information that may include information found in their passport and required travel documents. Confirmation regarding prices, travel dates, flights, hotels, car rentals, and other services, as the case may be, is only given once the payment is received and is based on availability of Services. Upon completion of the check-out procedure and receipt of the payment in full, the Passenger will receive an email confirming that their booking has been accepted and summarizing all the details of their flight(s).

### **(C) Reservation System and Customer Representations**

The Flair Airlines Digital Reservation System, which forms a part of the Flair Airlines Digital Properties, is provided solely to assist customers in determining the price and availability of travel related goods and services, and to enable secure, informed and legitimate reservations with the Carrier. In connection with this service, each of the Customer, and/or Passenger, as the case may be, represents and warrants the following:

1. Customer is at least 18 years of age, and possesses the legal authority to enter into an agreement and to use the Flair Airlines Digital Properties in accordance with all of the terms and conditions contained in the Flair Airlines Website Reservations Agreement, or alternatively that a person who is at least 18 years of age, and who possesses legal custodial authority with respect to any person who has not reached the age of majority in their jurisdiction who use or access the Flair Airlines Digital Reservation System under or using their name or Flair Airlines Profile;
2. Customer has obtained all necessary authorizations, consents and approvals from any third party to submit information, including personal information and to delete or modify information;
3. Each of the Customer and/or Passenger, as the case may be, accepts full responsibility for all assessments, charges, duties, fees, and taxes and any other financial liability resulting from their use of Carrier's website under the Customer's (and/or Passenger's, as the case may be) name or profile, as well as all use by any other person claiming through or using their name or profile on Carrier's website; and
4. Each of the Customer and/or Passenger, as the case may be, or others using or accessing Carrier's website under or using Customer's (and/or Passenger's) name or profile have submitted or will submit, information, content or material which is true and accurate.

## **RULE 7: TICKETS**

### **(A) GENERAL**

1. A ticket will not be issued, and the Carrier will not carry the Passenger, unless the Passenger has paid the applicable fare and has a valid Contract of Carriage.
2. Before boarding, the Passenger must present the Carrier with proof that they have been issued a valid ticket for the flight. Such proof must be in the form of a boarding pass and the Passenger must provide the Carrier with positive identification to be entitled to transportation in accordance with government regulations. The ticket will give the Passenger the right to transportation only between the points of origin and destination, and on the dates, times and via the routing shown on the ticket, subject to changes which may be initiated by Carrier.
3. Flight coupons will be honoured only in the order in which they are displayed on the Passenger's ticket and stored in the Carrier's database.
4. The Flight Coupon and boarding pass remain at all times the property of the Carrier.
5. The Carrier does not permit the Passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.
6. A Flight Coupon, boarding pass or voucher are each non-transferable.

7. The Carrier specifically prohibits the purchase of a fare from a point before the Passenger's actual point of origin or to a point beyond the Passenger's actual destination. Use of this practice will result in the Passenger's reservation being cancelled and the Passenger will not be entitled to a refund.
8. Passengers are required to provide the Carrier with their true, accurate and complete contact information, including a valid email address or phone number, at the time of booking in order to permit the Carrier to contact Passengers in the event of a Schedule Irregularity or any other matters which must be communicated to Passengers from time to time. The Passenger shall also be responsible for updating such contact information from time to time as required. For the avoidance of doubt, this requirement stands even where the ticket may have been issued by a third party travel agent, reseller or indirect air service provider. The Carrier shall not be liable for any loss or damage whatsoever, whether direct or indirect, compensatory or non-compensatory, based in equity or at law or otherwise, which may be suffered by any person as a result of the Carrier not receiving true, accurate and complete contact information for the Passenger at the time of booking.

#### **(B) Invalidated Tickets**

If the Passenger attempts to circumvent any term or condition of sale, or the Carrier determines that the Passenger is making use of any of the prohibited practices specified in Rule 7(A) above, this will cause the Passenger's ticket to be invalid and the Carrier will have the right to:

1. cancel any remaining portion of the Passenger's itinerary; and
2. confiscate unused flight coupons; and
3. refuse to board the Passenger or check the Passenger's baggage; and/or
4. charge the Passenger for the true value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the Passenger's actual itinerary.

The Carrier will not be liable to the person named on the ticket if the ticket is either presented for transportation or for a refund by another person. The Carrier will refuse transportation to any person other than the person named on the ticket.

#### **(C) Fare Families and Ancillary Options**

At the time of booking, a Passenger may select from available fares and options. These fares and options will be charged at the prices indicated at the time of booking. Notwithstanding anything in this Tariff, except with regards to Rule 20 through Rule 25, to the extent that the terms of these fare families and options exceed the allowances under this Tariff, those allowances shall apply. See Appendix B - Fares and Options for specific details on the applicable fare families and options.

Special ancillary products are Flair Air products sold at an additional rate in addition to the base fare. Purchase is optional and all terms and conditions are also available via Flair Air's website.

### **RULE 8: SPACE, WEIGHT AND CAPACITY LIMITATIONS**

#### **(A) GENERAL**

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

## **RULE 9: CANCELLATIONS AND FAILURE TO COMMENCE OR CONTINUE**

### **(A) CANCELLATIONS**

The Carrier allows Passengers 24 hours from the time of making a reservation to cancel and receive a full refund (the "Grace Period") provided that the flight is not scheduled to depart within 7 days from the time of the booking. Such cancellation must be registered with the Carrier before the expiration of the 24 hour grace period. If a cancellation is not made within 24 hours of making the reservation, the reservation will be automatically confirmed. After the Grace Period or for reservations made within 7 days of the scheduled departure of a flight, only changes to any booking may be permitted, at the Carrier's sole and absolute discretion, and a change fee and any fare difference will apply.

No credit or refunds will be given for No Shows or cancellations made past the Grace Period or within 7 days of the scheduled departure of a flight. Fare differences after a reservation has been made are not eligible for a refund or adjustment.

### **(B) Failure to Commence or Continue**

1. If a Passenger fails to board their flight, the Passenger forfeits all monies paid to the Carrier and no compensation shall be issued.
2. If a Passenger fails to occupy their seat on the first segment of a multi-segment reservation, the subsequent segments will not be impacted. All monies are forfeited and no compensation shall be issued in respect of the missed segments.

## **RULE 10: SUB-CONTRACTING**

The Carrier may, without notice and subject to any necessary approval of the CTA or other government authority, sub-contract a flight.

## PART II - BEFORE DEPARTURE

### RULE 11: CHECK-IN AND BOARDING TIMES

#### (A) PASSENGER'S RESPONSIBILITY

The Passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in Rule 11(B) below. Flights will not be delayed for Passengers who have not completed any of these pre-boarding requirements. The Carrier will not be liable for loss or expense due to the Passenger's failure to comply with this provision.

#### (B) Check-In Time Limits

Travel Within Canada	Passengers
Check-in/baggage drop-off deadline*	45minutes
Boarding gate deadline**	15 minutes

**\*Check-in and baggage drop-off deadline:** The Passenger must have checked in, obtained their boarding pass and checked all baggage at the baggage drop-off counter before the check-in deadline for their flight.

**\*\*Boarding gate deadline:** The Passenger must be available for boarding at the boarding gate by the boarding gate deadline.

Passengers requiring special assistance from the Carrier or its agents, including persons travelling with children or persons with restricted mobility, are advised to allot significantly more time than the above noted cut-off times for checking in and arriving at the gate.

#### (C) Confirmation of Reserved Space and Seat Selection

1. A Passenger holding a confirmed reservation may pre-select a seating assignment, where and when available, for the reserved flights. Such pre-selected seating assignment is not guaranteed and will be subject to cancellation without refund if the Passenger fails to meet check-in time limits stated in Rule 11(B) above prior to scheduled departure time. Subject to the exceptions outlined hereunder, a seat pre-selection charge of up to \$50.00 per Passenger per segment, plus applicable taxes, is applicable for all flights within Canada, depending on the seat.
2. Should a Passenger who has paid for a specific seat assignment be unable to occupy that seat, the Passenger will be reassigned to another seat and shall have that charge refunded, and such refund shall be the Passenger's sole remedy against the Carrier.
3. Notwithstanding Rule 11(C) Paragraph 1. above, the Carrier does not guarantee that individuals in a group or as part of a group of Passengers on the same confirmation number will be seated together. However, Passengers under the age of 14 with their accompanying parents or guardians will be seated as per [Section D: Assignment of Seats to Children Under the Age of 14 Years](#) on page 1-34.

**(D) Failure to Occupy Seats**

If the Passenger fails to meet the time limits specified in the chart under Rule 11(B), the Carrier or their agent may reassign any pre-reserved seat and/or cancel the reservation of the Passenger and all continuing or return reservations held by the Passenger, and the Carrier shall not be liable for doing so other than to refund the Passenger's ticket in accordance with the applicable fare rule and Rule 26(C). Should the Carrier decide that the removal of baggage is required due to the Passenger's failure to meet the time limits specified in the above chart, the costs associated with such removal and delay shall be collectable from the Passenger at the sole and absolute discretion of Carrier. The Carrier is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with this provision.

**RULE 12: ADMINISTRATIVE FORMALITIES - TRAVEL DOCUMENTS, CUSTOMS AND SECURITY**

**(A) GENERAL**

1. The Passenger is responsible for obtaining all required travel documents (passports, visas, ETA/ESTA, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the Passenger.
2. The Passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the Carriers concerned.
3. The Carrier will not be liable for any help or information given either verbally or in writing to the Passenger in good faith about proper travel documentation.
4. The Carrier will not be liable to the Passenger for any consequences resulting from the failure of the Passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

**(B) Travel Documents**

1. Prior to travel, the Passenger must be prepared to submit for inspection to the Carrier all travel documents reasonably required, including but not limited to those documents which are required from time to time to be carried by a Passenger by any of Transport Canada, the Canadian Air Transport Security Authority, or the Canada Border Services Agency, or under the Secure Air Travel Act or regulations made thereunder.
2. The Carrier will have the right to make and retain copies of the travel documents presented by the Passenger.
3. The Carrier reserves the right to refuse transportation to any Passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.
4. It is the sole responsibility of the Passenger to ensure that they have acceptable and appropriate documents for travel as required by Transport Canada and other regulatory bodies from time to time. If the Passenger fails to provide such documents as necessary and required, the Passenger may forfeit all monies paid to the Carrier.



**(C) Fines, Detention Costs**

1. If the Carrier is required to pay any fine or penalty or have incurred any expense because the Passenger:
  - (i) was refused entry into a country by reason of their failure to comply with the laws, regulations, orders and/or requirements of that country; or
  - (ii) has failed to produce required travel documents,the Passenger shall reimburse the Carrier on demand, any amount so paid or expenses incurred by the Carrier.
2. A Passenger found inadmissible either en route or at destination will not be provided a refund by the Carrier on any used sector irrespective of the fare purchased. However, the Passenger will be entitled to any residual value remaining on their ticket for any unused sectors. The Passenger may choose to have this residual value refunded or applied towards the issuance of another ticket.
3. Due to the Passenger's inadmissibility into a country of transit or destination, the Passenger must pay Carrier the applicable fare to be transported from the country where entry was refused to the original point of origin or to an alternative destination.

**(D) Security Inspection**

The Passenger shall submit to all necessary security checks by government, airport officials and by personnel of the Carrier, including with respect to a search of the Passenger and the Passenger's baggage.

**RULE 13: BAGGAGE ACCEPTANCE**

**(A) APPLICABILITY**

These rules apply to transportation of baggage on the services of the Carrier. See Appendix A - Baggage for specific details and dimensional limitations, and all associated fees charged by Carrier. Where charges and fees are referred to within this section, the Carrier will be responsible for determining and posting said fees, and the Carrier or its agent will be responsible for collecting said fees.

**(B) Conditions of Acceptance of Checked and Unchecked Baggage**

The Carrier will accept for transportation as baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip, subject to the following:

**(C) Checked Baggage**

1. Other than as indicated under Appendix B - Fares and Options and the purchased fare family applicable to the carriage, checked baggage will be carried for additional fees and charges as set out under Appendix A - Baggage.
2. Once the Carrier or their agent takes possession of the Passenger's checked baggage, the Carrier or their agent will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the Passenger, and each bag will be affixed with the corresponding remaining portion of the tag.

3. Checked baggage will be carried on the same aircraft as the Passenger unless the baggage is delayed, or the Carrier decides that it is impractical to carry the baggage on the same aircraft. In the case of delay, the Carrier will take reasonable steps to inform the Passenger on the status of the baggage and arrange to deliver the baggage to the Passenger unless applicable laws require the presence of the Passenger for customs clearance. The Carrier shall not be liable for any delays which arise outside the control of the Carrier, including but not limited to delays repatriating baggage which arise either from a Force Majeure or the acts of persons which are not acting as agent for Carrier.
4. All checked baggage must comply with the size, weight, and dimension limitations set out in Appendix A - Baggage.

**(D) Maximum Checked Baggage Allowance**

Type of Service	Maximum Number of Checked Bags Permitted	Maximum Weight Per Bag	Dimension Per Bag
Economy Class	There is no limitation on the number of checked bags, provided however, that accommodation of any baggage in excess of 3 bags per Passenger will be subject to availability and the ability of Carrier to accommodate based on space and weight requirements on the aircraft.	23 kg (50 lbs)	Maximum linear dimensions per checked bag must not exceed 158 cm.

1. The maximum linear dimensions of a piece of baggage are calculated by adding together its greatest outside height, width and length - wheels and handles included.
2. This provision does not apply to aids for persons with disabilities - see Rule 17(F) below.
3. The Carrier may accept additional bags in excess of 3 bags per Passenger in its sole and absolute discretion and subject to the applicable Additional Bag fees, and overweight or oversize surcharge fees that may be applicable.

**(E) Unchecked Baggage (Carry-On Baggage)**

1. A free allowance of a single piece of unchecked baggage per Passenger is permitted for under seat storage only ("Personal Item"). The dimensions and weight of the personal bag shall not exceed 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in) and 7 kg (15.5 lb) ("Personal Bag Dimensions"). Any additional unchecked baggage or any unchecked baggage which exceeds the Personal Bag Dimensions shall be subject to the Carry-on Cabin Baggage size, weight, and dimension limitations and fees set out in Appendix A - Baggage.
2. For size and weight limitations, and fees charged to transport all other Unchecked baggage - see Appendix A - Baggage.
3. **NOTE:** This provision does not apply to aids for persons with disabilities - see Rule 17(F) below.
4. Objects which are not suitable for carriage as checked baggage (e.g. delicate musical instruments) will only be accepted for transportation in the passenger cabin of the aircraft

- if arrangement is made a minimum of 48 hours prior to flight, and where the Carrier agrees to carry the specific object. Baggage Fees apply - see Appendix A - Baggage.
5. Passengers are responsible for a duty of care when packing baggage. Should a Passenger elect to pack fragile or semi-fragile items in checked baggage, they should ensure that these items not be placed inside pouches or near the exterior wall of the bag. Any damage incurred as a result of the improper packaging of baggage is the sole responsibility of the Passenger. Ordinary wear and tear is not compensable damage, and damage solely to the internal contents of baggage, without accompanying damage to the exterior of such baggage is not compensable, and the Carrier shall have no liability for damage sustained by items inside baggage which were improperly packaged.
  6. If a Passenger is uncertain whether an object or objects is suitable or will be accepted as baggage, it is the Passenger's sole responsibility to contact the Carrier or their representative for further information as to the acceptance of the goods for transport.
  7. Applicable fees will be applied per Appendix A - Baggage which include applicable rates.
  8. The Carrier at all times reserves the right to limit baggage based on the operational, volumetric or weight limitations of the aircraft.

#### **RULE 14: GENERAL BAGGAGE RULES**

##### **(A) GENERAL**

1. Only the Passenger who was given a baggage identification tag when the Carrier took possession of the baggage is entitled to accept delivery of the baggage.
2. If the Passenger claiming the checked baggage is unable to produce their portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the Carrier or their agent must receive satisfactory proof that the baggage belongs to the Passenger in question before delivering the baggage to the Passenger.
3. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 25(B), by the Passenger in possession of the baggage identification tag is evidence that the Carrier delivered the baggage in good condition and in accordance with this Tariff. Any claims for damage to checked baggage must be made at the airport at the time the Passenger accepts the checked luggage; failure to do so will result in the forfeiture of any claim against Carrier in regard to damage sustained to checked baggage, and a release of the Carrier for any potential liability related to the baggage.

##### **(B) Excess Value Declaration Charge**

The Carrier does not provide any method for insuring for excess valuations. See Rule 25 for the Carrier's limitation of liability.

**NOTE:** This provision does not apply to aids for persons with disabilities. See Rule 17(F) below.

##### **(C) Items Unacceptable as Baggage**

The following items are unacceptable as baggage and will not be transported by the Carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.

2. Items containing substances which the possession or use thereof is prohibited or restricted under applicable laws, regulations, or orders of any country to be flown from, to, or over.
3. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
4. Items, which in the Carrier's sole and absolute opinion are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
5. Live animals.
6. Firearms, subject to the terms and conditions specified in Rule 14.(J).
7. Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the Carrier's discretion, provided they are suitably packed.
8. The Passenger shall not include in the checked baggage fragile or perishable items including, but not limited to delicate musical instruments, photographic or cinematographic equipment, smart phones, tablets or laptop computers, televisions or monitors (unless in their original packaging), money, jewellery, pottery, precious metals, glassware or items made of glass, silverware, negotiable papers, securities or other valuables, business documents, samples, passports, glass bottles, critical medications and other identification documents.
9. Sporting equipment not packed in a suitable rigid or hard shell container, including but not limited to archery equipment, golfing equipment, ski and snowboard equipment and hockey equipment.

**(D) Right to Refuse Carriage of Baggage**

1. The Carrier will refuse to carry as checked baggage any bag that Carrier has discovered to contain any unacceptable item mentioned in Rule 14.(C). above, and when the Passenger fails to provide the Carrier or its agent with prior notice that they wish to carry such an item in their baggage.
2. The Carrier or its agent will, at their sole discretion, refuse to carry any baggage because of its size, shape, weight or character.
3. The Carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.
4. The Carrier will refuse baggage which does not comply with the applicable screening guidelines, including those guidelines enforced by the Canadian Air Transport Security Authority pertaining to the identification of drugs and narcotics carried in baggage.
5. The Carrier reserves the right to refuse excess baggage for operational reasons.
6. Where the Carrier accepts Baggage, which contains items or baggage which are unacceptable for carriage, such acceptance by Carrier shall not be deemed to be a consent or waiver to the Passenger submitting such items or baggage which are unacceptable for carriage.

**NOTE:** This provision does not apply to aids for persons with disabilities - see Rule 17(F) below.

**(E) Right of Search**

The Carrier or its agent may request the Passenger to permit a search to be conducted of their person and baggage. The Carrier or its agent may search baggage in the Passenger's absence. The purpose of any search is to ensure aircraft and Passenger safety and security, and to determine whether the Passenger is in possession of, or if the baggage contains items mentioned in Rule 14.(C) above or any arms or ammunition which have not been presented to the Carrier or its agent. If the Passenger refuses to comply with the request for search, the Carrier or its agent may refuse to carry the Passenger and/or their baggage.

**(F) Perishable Items**

The Carrier or its agent will not accept perishable items as part of the Passengers checked baggage allowance, and Passengers shall not check or attempt to check as baggage such perishable items. The Carrier will not be liable for any spoilage; this includes any spoilage which results from delays that might occur or have occurred during the Passenger's travels with the Carrier.

**(G) Wheelchairs and Other Assistive Devices**

The Carrier will permit Passengers to check in 1 manual or electric (battery powered) wheelchair or assistive device, free of charge, as checked baggage, regardless of the fare type purchased.

Examples of assistive devices are:

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 better; and
5. any prosthesis or medical device.

Due to the size and configuration of batteries on motorized wheelchairs, the Carrier may not be able to accommodate all devices. The Passenger should call the Carrier's customer service representatives at 1 780 809 1784 for more information.

In the case of electrical devices, the batteries must meet the requirements set out in the applicable Dangerous Goods Regulations.

**(H) Support Items for Children**

When traveling with a child, the Carrier permits the guardian Passenger to check or gate check, as specified by the Carrier from time to time, 2 of the following items per child or infant as checked baggage, free of baggage charges and regardless of the fare type purchased:

1. stroller or pusher;
2. porta cot and bedding;
3. infant child restraint device (car seats); and
4. portable highchairs.

Each of the above items must be packaged appropriately for transport and the Carrier will not provide packaging materials to the Passenger. If the Passenger fails to appropriately package such items, the Carrier may deny the items. Infant child restraint devices (car seats) may be accepted as

checked baggage at the counter, or gate checked. Should pre-existing damage be identified, a limited liability release tag will be required to be accepted and signed by the Passenger prior to the Carrier accepting the device for carriage. Child restraint devices tendered at check-in must be sent through the oversize bag check at all airports.

**(I) Sporting Equipment**

The Carrier will accept sporting equipment if it is packed appropriately (to avoid damage) and it meets the checked baggage/overweight/oversize baggage size and weight restrictions. Items over 23 kg (50 lbs) or the dimensional limitations will be subjected to the overweight/oversize baggage fees. Arrangements must be made with the Carrier, before such items can be transported by the Carrier, a minimum of 48 hours prior to scheduled departure. Applicable fees will be applied per Appendix A - Baggage.

**(J) Firearms**

Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations. Firearms shall be declared and failure to declare a firearm is deemed to be a breach of the Contract of Carriage. Firearms and ammunition, other than for hunting and sporting purposes, are prohibited from carriage as baggage. Arrangements with the Carrier must be made before such items can be transported by the Carrier a minimum of 48 hours prior to scheduled departure.

The Carrier will accept only the following types of firearms:

- Shotguns
- BB guns
- Pellet guns
- Starter pistols
- Unrestricted rifles
- Air pistols
- Paintball guns (**NOTE:** carbon dioxide cartridges/tanks for paintball guns will only be accepted if empty, with the valve secured in the open position)

Tasers and stun guns are prohibited for transport.

The Carrier will accept firearms for travel if the items are packed in accordance with the following requirements:

1. Each firearm is carried and packaged in a locked, heavy duty container or hard-sided (opaque) gun case.
2. Each firearm carried is accompanied by the appropriate firearm certificate and signed declaration.
3. Each firearm is unloaded.
4. The Passenger will have no access to the firearms once these items have been checked in. Extra and overweight baggage charges will apply if any bag exceeds the check baggage allowances for the fare type.

5. The carriage of ammunition is permitted in limited quantities subject to the ICAO and IATA Transportation of Dangerous Goods Regulations.
  - a) Only shells and cartridges are accepted only in checked baggage. Gunpowder and gunpowder pellets are strictly prohibited. Ammunition with explosive or incendiary projectiles will not be accepted.
  - b) The amount of ammunition permitted is limited to 5 kg (11 lb.) per Passenger. Allowances for more than one Passenger cannot be combined with those of other Passengers in single or multiple packages.

**(K) Fishing Equipment**

Includes one fishing rod and one tackle box. Fishing rods must be encased in a hard-shell cylinder fishing rod container. Applicable fees will be applied per Appendix A - Baggage.

**(L) Musical Instruments**

Small instruments may be brought on as carry-on baggage provided that they meet the size and weight requirements, and subject to applicable fees. For the avoidance of doubt, musical instruments shall be properly packed, including placement of the instrument inside a hard-sided case suitable for that instrument. Instruments may also be accepted as checked baggage when they are properly packed, and applicable fees will be applied per Appendix A - Baggage. The limitations of liability stated in this Tariff, including those stated in Rule 25(D), continue to apply to all musical instruments.

Musical instruments may only be carried in the cabin provided that they do not exceed the size and weight requirements for carry-on baggage. The purchase of an additional seat or seats is not permitted for musical instruments for safety reasons. Musical instruments may be accepted as Checked Baggage pursuant to the terms and restrictions contained in this Tariff.

Should a flight be accomplished using an aircraft differing from the original aircraft scheduled (substitution), the Carrier may deny carriage of musical instruments should the replacement aircraft be unable to accommodate certain instruments, or the policies of a replacement Carrier differ from this Tariff.

As there is no additional insurance for musical instruments available through the Carrier, it is highly recommended for those Passengers transporting musical instruments to obtain additional insurance through an independent source.

**(M) Delay, Damage or Loss of Baggage**

1. Baggage Liability Limits  
Liability limits for delay, damage or loss of baggage can be found in Rule 25(B)1.
2. Instructions for Affected Passengers of Delayed Baggage
  - a) Delay - a Passenger who does not receive their baggage at the expected place and time must duly complete a Property Irregularity Report (PIR) or a WorldTracer Report and submit it to the Carrier at "baggage@flyflair.com". The Carrier's Baggage Department communicates by email only. It is recommended that Passengers compile a list of items inside the bag as soon as possible. During the period without the missing baggage, reasonable purchases of necessary items that qualify as interim expenses are reimbursable by the Carrier. These items are

restricted to items required for the purpose of the travel taken. Obligations of the Passenger are to minimise their loss in anticipation of having their belongings returned. The Carrier requires receipts with requests for reimbursement.

- b) Damage - a Passenger who identifies damage to baggage that is not pre-existing, must promptly complete a Property Irregularity Report (PIR) and submit it to the Carrier at "baggage@flyflair.com". The Carrier's Baggage Department communicates by email only. The Carrier may request a repair estimate for the repair of damaged baggage. The Carrier in its sole discretion will make a determination as to whether to provide compensation for repair or replacement of damaged baggage.
- c) Loss - If 21 days elapses from the date on which the baggage should have been placed at the Passenger's disposal, the baggage will be declared lost. If a Passenger has not duly completed and submitted a Property Irregularity Report (PIR) or a WorldTracer Report during the 21 day time period, any claim or potential claim will be void.



## PART III - AT THE AIRPORT / DURING TRAVEL

### RULE 15: ACCEPTANCE OF CHILDREN FOR TRAVEL

#### (A) GENERAL

1. Infants, and children under 12 years of age, accompanied in the same cabin by a Passenger 18 years of age or older, will be accepted for travel. Unaccompanied infants and children under 12 years of age will not be accepted for carriage by Carrier.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.
3. Infants under 2 years of age on the date of travel do not require that a seat be purchased if they are sitting on an accompanying Passenger's lap.
4. Only 1 infant under the age of 2 years may be held in the lap of an accompanying Passenger 18 years or older.
5. No single Passenger shall be responsible for more than 1 infant, whether the infant is held on the lap of an accompanying Passenger or where a seat has been purchased for the infant and the infant is secured in an approved child restraint device (car seat).
6. An infant under 2 of age at the time of departure but reaching their 2nd birthday during the continuing/return flight(s) will require a seat to be purchased for the continuing/return flight(s).
7. Infants less than 2 years of age occupying a seat must be properly secured in a Transport Canada and Carrier approved child restraint device, and a seat must have been purchased to accommodate the child restraint device.
8. All children 2 years of age or older must have purchased and been assigned a seat.
9. All children 12 years of age or older will be able to travel unaccompanied without supervision on non-stop flights, and will be considered to be an adult for transportation purposes.

#### (B) Acceptance of Infants and Children

For travel within Canada:

Age	Accepted	Conditions
0 days to 23 months (infant)	Yes	<p>Infants must be accompanied by a Passenger who is 18 years of age or older. Exceptions may be made if the infant is accompanied by a parent or legal guardian who is under 18 years of age.</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 purchased must be properly secured in a carrier and Transport Canada approved child restraint device<sup>a</sup> and a seat must have been purchased at the applicable per seat fare price charged by the Carrier.</p>

Age	Accepted	Conditions
2 to 12 years old (child)	Yes, if accompanied	<p>A child must be accompanied by a ticketed Passenger of 18 years or older for the entire trip. These Passengers are considered to be a child for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by the Carrier.</p> <p>The use of a carrier and Transport Canada approved child restraint device<sup>a</sup> is optional for children age 2 and up.</p>
12 years of age and older	Yes	<p>These Passengers are eligible to travel unaccompanied and unsupervised on non-stop flights only.</p> <p>These Passengers are considered to be adults for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by the Carrier.</p>

a. To view Transport Canada's Advisory Circular on Child Restraint Systems, please see [Advisory Circular \(AC\) No. 605-003](#).

### (C) Documentation

1. For travel within Canada, Passengers under 18 years of age are encouraged to carry identification such as a passport, an original birth certificate, or a non-government photo ID (e.g. student card).
2. In addition to the above, the Carrier may require presentation of the following documents when children are accompanied by an adult:
  - (i) documents establishing legal custody;
  - (ii) parental consent letter authorizing travel; or
  - (iii) death certificate, if one parent is deceased.

### (D) Assignment of Seats to Children Under the Age of 14 Years

#### 1. Assigning Seats

In order to facilitate the assignment of a seat to a child who is under the age of 14 years in close proximity to a parent, guardian or tutor in accordance with the APPR, the Carrier will, at no additional charge:

- a) assign a seat before check-in to the child that is in close proximity to their parent, guardian or tutor; or
- b) if the Carrier does not assign seats in accordance with paragraph (a), do the following:
  - (i) advise Passengers before check-in that the Carrier will facilitate seat assignment of children in close proximity to a parent, guardian or tutor at no additional charge at the time of check-in or at the boarding gate;
  - (ii) assign seats at the time of check-in, if possible;
  - (iii) if it is not possible to assign seats at the time of check-in, ask for volunteers to change seats at the time of boarding; and

- (iv) if it is not possible to assign seats at the time of check-in and no Passenger has volunteered to change seats at the time of boarding, ask again for volunteers to change seats before takeoff.

The Carrier will not force another passenger to change seats or leave the flight to seat a child and accompanying passenger together.

## 2. Proximity to Adult's Seat

The Carrier will facilitate the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:

- (i) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their parent, guardian or tutor's seat;
- (ii) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian or tutor's seat, and that is separated from that parent, guardian or tutor's seat by no more than 1 seat; and
- (iii) in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their parent, guardian or tutor's seat by no more than one row.

If a Passenger is assigned a seat in accordance with the above paragraph that is in a lower class of service than their ticket provides, the Carrier will reimburse the price difference between the classes of service, but if the Passenger chooses a seat that is in a higher class of service than their ticket provides, the Carrier may request supplementary payment representing the price difference between the classes of service.

If a Passenger wishes to pre-select particular seats for themselves and a child, or change the seats assigned to them by the Carrier, the Carrier will charge the applicable fee for each seat, as set out in this Tariff.

- 3. If all steps have been followed and it is still not possible to arrange seats within the required distance of each other, the affected Customer(s) will be consulted and advised that they may choose to sit farther apart, or decide not to take the flight at all, in which case FAL will arrange for accommodation on another flight or provide a refund.

## **RULE 16: UNACCOMPANIED MINORS**

The Carrier does not offer unaccompanied minor services.

## **RULE 17: CARRIAGE OF PERSONS WITH DISABILITIES**

In the case of codeshare, Passengers are advised that the carriage of persons with disabilities rules applicable to their transportation are those of the Carrier identified on the Passenger's ticket and not of the Carrier operating the flight.

### **(A) ACCEPTANCE FOR CARRIAGE**

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

**(B) 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 they are "self reliant," the Carrier will 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.

**(C) Medical Clearance**

The Carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, the Carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or wellbeing, in terms of such things as assistance with eating, using the washroom facilities, or that of other Passengers is in question. Where the 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, the 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).

**(D) Advance Notice**

Where a Passenger requests a service set out in this Rule at least 36 hours prior to departure, the Carrier will provide the service if the Carrier has confirmed such service will be provided. 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 36 hours prior to departure, the Carrier will make a reasonable effort to provide the service.

**(E) Seating Restrictions and Assignments**

When a person identifies the nature of their 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. Attendants are required to have a valid flight voucher and are treated in all other respects as a Passenger.

**(F) Acceptance of Assistive Aids**

The Carrier will permit Passengers to check in their manual or electric (battery-powered) wheelchairs or mobility aids, free of charge, in addition to the checked baggage allowance, regardless of the fare type purchased provided that:

- a) the design of the aircraft permits carriage of the mobility aid;
- b) in the case of electrical devices, the batteries meet the requirements set out in IATA Dangerous Goods Regulations;
- c) the assistive device is of a type as described in Rule 14(G).

- d) The assembling and disassembling of assistive devices will be provided by the Carrier, except that such assistance will not be considered to have occurred during the carriage. In the event that any damage or loss to such assistive device as a result of the assembly and disassembly, the Carrier shall not be liable for such damage or the replacement cost of such assistive device, except if the Passenger can establish gross negligence on the part of the Carrier or its agents.

Where possible, the Carrier will allow persons with disabilities to retain any items outlined in Rule 14(G) at their seat.

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.

Wheelchairs and assistive devices will be the last items to be stowed in the aircraft hold and the first items to be removed.

**NOTE:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 25(D)11.

#### **(G) Manually Operated Wheelchair Access**

The Carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair to the extent practicable.

#### **(H) 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. These documents must be submitted in accordance with Rule 17(D).

The Passenger must declare to the Carrier the breed of the service animal and its approximate dimensions and weight. For the comfort of all Passengers, the Carrier or their agent will determine, in consultation with the person with the disability, where the person and Service Animal will be seated. The Carrier will assign a seat to the person, provided that the Carrier has been notified in advance, 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.

Service animals that are causing a disruption, including barking, chirping, howling, growling, or other disruptive occurrences, in the Carrier's sole and absolute discretion, may be denied carriage. The Passenger assumes full responsibility for the service animal and shall make all necessary arrangements to obtain valid health and vaccination certificates, entry permits, and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the service animal will not be accepted for carriage.

#### **(I) Emotional Support Animals**

Emotional support animals limited to domestic dogs and cats will be permitted at the discretion of the Carrier and subject to applicable fees. The Carrier will require a note from a doctor, licensed to practise by a self-regulatory College of Physicians and Surgeons, or other comparable regulator, in

the Passenger's home jurisdiction, prescribing the use of the specified emotional support animal aboard an aircraft. Such note must be dated within 1 year of the date of travel.

The Passenger is required to deliver to the office of the Carrier confirmation of training, signed by the owner and/or trainer of the animal, confirming the animal will behave appropriately in a public setting.

Emotional support animals must not be larger than to permit the animal to either rest on the Passenger's lap or under the seat.

#### **(J) Services to be Provided to Persons With Disabilities**

The Carrier will make best efforts to ensure that services are provided to persons with disabilities when a request for such services is made at least 72 hours prior to departure. The Carrier 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; the Carrier will not be able to have a representative stay with the Passenger at all times; once at the departure gate, a representative can periodically check in on the Passenger;
3. assisting in boarding and deplaning; the Passenger must be present prior to the beginning of boarding to receive this service;
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 Passenger between their own mobility aids and aircraft seating 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 Passenger's needs; and
11. briefing individual Passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.

#### **(K) Boarding and Deplaning**

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, the 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 enough time to provide the requested assistance.

#### **(L) 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 (including Braille) to persons with disabilities who request such a service.

To the extent practicable, 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 Carrier will be accommodated by Carrier to the extent practicable.

### **(M) Oxygen and Personal Oxygen Concentrators**

Passengers cannot bring their own oxygen on board, except Personal Oxygen Concentrators. Liquid oxygen is forbidden on all aircraft.

Passengers can carry on board aircraft and utilize Carrier approved personal oxygen concentrators, subject to the following conditions:

1. At least 48 hours prior to departure, the Passenger must inform the Carrier of their intent to use a personal oxygen concentrator during the flight. The Carrier will make a reasonable effort to accommodate Passengers who fail to inform the Carrier of their intent to use a personal oxygen concentrator at any time.
2. Passengers must obtain medical clearance from the Carrier as to the Passenger's ability to travel and to determine the rate of oxygen to be maintained.
3. The personal oxygen concentrator must be of a type approved by the Carrier and must be free of oil and grease. Some restrictions apply to certain types of personal oxygen concentrators that cannot be safely stowed during flight.
4. Passengers must bring extra batteries as part of their carry-on baggage, in an amount specified by the Carrier. Batteries are not accepted as checked baggage. Batteries must be packaged in a manner that protects them from short circuit and physical damage, and away from metal objects such as keys, coins, etc. Extra batteries must be enough to cover the use of the personal oxygen concentrator for the entire duration of the travel itinerary, including connection time, check-in and travel buffer. The ability to recharge the battery during connection is not available.
5. Personal oxygen concentrators and extra batteries are accepted free of charge, in addition to the normal carry-on baggage allowance, provided they can be safely stowed underneath the seat. However, the area around the personal oxygen concentrators must be clear of blankets, coats, and other pieces of carry-on baggage.
6. Check-in is not permitted through the web. Check-in must be made with an airport agent at any check-in position.

### **RULE 18: ACCEPTANCE OF ANIMALS**

These rules apply to transportation of animals in the cabin of the aircraft on the services of the Carrier.

See Appendix A - Baggage for all associated fees charged by the Carrier in regard to the acceptance and carriage of animals.

The Carrier will agree to carry animals subject to the following conditions:

**(A) GENERAL**

1. The Carrier will accept for carriage in the passenger cabin of the aircraft animals/pets, limited to domestic dogs and cats, provided the animal(s) is(are) accompanied by a Passenger, in compliance with the IATA Live Animal Regulations.
2. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the Carrier. For carriage in the Passenger cabin, the kennel/cage must fit under the seat in front of the Passenger. There is to be only 1 animal in any 1 container unit.
3. An animal and its container will incur excess baggage charges and the Passenger will be obliged to pay the applicable charges.
4. A maximum of 4 animals will be accommodated in the cabin per flight.
5. The Passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the Passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.

**RULE 19: GROUND TRANSFER SERVICES**

**(A) GENERAL**

1. Except as necessitated by an operational diversion which requires repatriation of Passengers via ground based transportation, the Carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
2. The provision of or repatriation of Passengers via ground based transportation notwithstanding, any ground transfer service is performed by independent operators who are not, and shall not be deemed to be, agents or servants of the Carrier.
3. Any effort by an employee, agent or representative of the Carrier in assisting the Passenger to make arrangements for such ground transfer service shall in no way make the Carrier or the Carrier's employee, agent or representative liable for the acts or omissions of such an independent operator.

**RULE 20: SCHEDULE IRREGULARITIES / FLIGHT DISRUPTIONS**

**(A) APPLICABILITY**

This rule applies to all Passengers irrespective of the price which they have paid for transportation.

**(B) General**

1. The Carrier will make all reasonable efforts to transport the Passenger and their baggage with reasonable dispatch.
2. Times shown on the Passenger tickets or elsewhere are approximate and not guaranteed, and form no part of the Contract of Carriage.
3. The Carrier will not be responsible for errors or omissions either on Passenger tickets or other representation of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.



4. The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on Passengers' tickets due to Force Majeure.
5. In the case of schedule irregularities, the Carrier will give priority for assistance to any person with a disability.
6. The Carrier, at their own discretion, may elect to provide an alternate means of transport (such as a chartered bus) to the final destination to complete the Passenger's journey in the event of an irregular operation.
7. The agreed stopping places are those places shown in the Carrier's timetable as scheduled stopping places on the route. The Carrier may, without notice, substitute alternative Carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable.

### **(C) Carrier Obligations for Delays and Cancellations**

This section addresses delays and cancellations in 3 distinct circumstances:

1. Situations outside the Carrier's control.
2. Situations within the Carrier's control but required for safety purposes.
3. Situations within the Carrier's control.

#### **1. Obligations - Situations Outside the Carrier's Control**

This section applies to a Carrier when there is delay or cancellation due to situations outside the Carrier's control as defined in Rule 3(I).

##### **a) Earlier Flight Disruption**

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.

##### **b) Obligations**

When there is delay or cancellation due to situations outside the Carrier's control, the Carrier will provide the following:

- (i) Information to the Passengers who are affected by a cancellation or delay:
  - (a) the reason for the delay or cancellation;
  - (b) the compensation to which the Passenger may be entitled for the inconvenience;
  - (c) the standard of treatment for Passengers, if any; and
  - (d) the recourse available against the Carrier, including their recourse to the Agency.
- (e) Communication of status updates to Passengers every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected Passenger, or any new information as soon as feasible. This information referred to above will be provided by means of audible announcements and, upon request, by means of visible announcements.

The information referred to above will also be provided to the Passenger using the available communication method that they have indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities;

In the case of a delay of 3 hours or more, the Carrier will provide alternate travel arrangements in the form of a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original Carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the Passenger's original ticket. To the extent possible, the alternate travel arrangements will provide services that are comparable to those of the original ticket. If the alternate travel arrangements provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment to a Passenger who desires such arrangements; and

In the case of a cancellation, the Carrier will provide alternate travel arrangements in the form of a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original Carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the Passenger's original ticket. To the extent possible, the alternate travel arrangements must provide services that are comparable to those of the original ticket. If the alternate travel arrangements provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment.

## **2. Obligations - When Required For Safety Purposes**

This section applies to a Carrier when there is delay or cancellation that is within the Carrier's control but is required for safety purposes.

### **a) Earlier Flight Disruption**

A delay or cancellation 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.

### **b) Delay**

In the case of a delay, the Carrier will provide the following:

- (i) Information to the Passengers who are affected by a cancellation, delay or a denial of boarding:
  - (a) the reason for the delay;
  - (b) the compensation to which the Passenger may be entitled for the inconvenience;
  - (c) the standard of treatment for Passengers, if any; and
  - (d) the recourse available against the Carrier, including their recourse to the Agency.
- (e) Communication of status updates to Passengers every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected Passenger, or any new information as

soon as feasible. This information referred to above will be provided by means of audible announcements and, upon request, by means of visible announcements.

The information referred to above will also be provided to the Passenger using the available communication method that they have indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities;

- (ii) If a Passenger is informed of the delay less than 12 hours before the departure time that is indicated on their original ticket and the Passenger has waited 2 hours after the departure time that is indicated on their original ticket, the Carrier will provide the Passenger with the following treatment free of charge:
  - (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the Passenger; and
  - (b) access to a means of communication.
  - (c) If the Carrier expects that the Passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger, as well as transportation to the hotel or other accommodation and back to the airport.

The Carrier may limit or refuse to provide a standard of treatment referred if providing that treatment would further delay the Passenger.

If the delay is a delay of 3 hours or more, provide a refund or alternate travel arrangements on a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original Carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the Passenger is located to the destination that is indicated on the Passenger's original ticket for a Passenger who desires such arrangements.

If the alternate travel arrangements offered in accordance with the above do not accommodate the Passenger's travel needs, the Carrier must:

- (a) in the case where the Passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay, cancellation or denial of boarding, refund the ticket and provide the Passenger with a confirmed reservation that:
  - i) is for a flight to that point of origin, and
  - ii) accommodates the Passenger's travel needs; and
- (b) in any other case, refund the unused portion of the ticket.

To the extent possible, the alternate travel arrangements must provide services that are comparable to those of the original ticket. The Carrier will refund the cost of any additional services purchased by a Passenger in connection with their original ticket if:

- (a) the Passenger did not receive those services on the alternate flight; or
- (b) the Passenger paid for those services a second time.

If the alternate travel arrangements provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment. If the alternate travel arrangements provide for a lower class of service than the original ticket, the Carrier will refund the difference in the cost of the applicable portion of the ticket. Refunds under this section must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

c) Cancellation

In the case of a cancellation the Carrier will provide the following:

- (i) Information to the Passengers who are affected by a cancellation or delay:
  - (a) the reason for the delay or cancellation;
  - (b) the compensation to which the Passenger may be entitled for the inconvenience;
  - (c) the standard of treatment for Passengers, if any; and
  - (d) the recourse available against the Carrier, including their recourse to the Agency.
  - (e) Communication of status updates to Passengers every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected Passenger, or any new information as soon as feasible. This information referred to above will be provided by means of audible announcements and, upon request, by means of visible announcements.

The information referred to above will also be provided to the Passenger using the available communication method that they have indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities;

If a Passenger is informed of the delay less than 12 hours before the departure time that is indicated on their original ticket and the a Passenger has waited two hours after the departure time that is indicated on their original ticket, the Carrier will provide the Passenger with the following treatment free of charge:

- (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the Passenger; and
- (b) access to a means of communication.
- (c) If the Carrier expects that the Passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger, as well as transportation to the hotel or other accommodation and back to the airport.

The Carrier may limit or refuse to provide a standard of treatment referred if providing that treatment would further delay the Passenger.

If the delay is a delay of 3 hours or more, provide a refund or alternate travel arrangements on a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original Carrier has a commercial agreement, and is travelling on any reasonable air route from the airport

at which the Passenger is located to the destination that is indicated on the Passenger's original ticket for a Passenger who desires such arrangements.

If the alternate travel arrangements offered in accordance with the above do not accommodate the Passenger's travel needs, the Carrier must:

- (a) in the case where the Passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay, cancellation or denial of boarding, refund the ticket and provide the Passenger with a confirmed reservation that:
  - i) is for a flight to that point of origin; and
  - ii) accommodates the Passenger's travel needs; and
- (b) in any other case, refund the unused portion of the ticket.

To the extent possible, the alternate travel arrangements must provide services that are comparable to those of the original ticket.

The Carrier will refund the cost of any additional services purchased by a Passenger in connection with their original ticket if:

- (a) the Passenger did not receive those services on the alternate flight; or
- (b) the Passenger paid for those services a second time.

If the alternate travel arrangements provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment. If the alternate travel arrangements provide for a lower class of service than the original ticket, the Carrier will refund the difference in the cost of the applicable portion of the ticket. Refunds under this section must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

### **3. Obligations - When Within the Carrier's Control**

This section applies to a Carrier when there is delay or cancellation that is within the Carrier's control that is not required for safety purposes.

#### **a) Delay**

In the case of a delay, the Carrier will provide the following:

- (i) Information to the Passengers who are affected by the delay:
  - (a) the reason for the delay;
  - (b) the compensation to which the Passenger may be entitled for the inconvenience;
  - (c) the standard of treatment for Passengers, if any; and
  - (d) the recourse available against the Carrier, including their recourse to the Agency.
- (e) Communication of status updates to Passengers every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected Passenger, or any new information as soon as feasible. This information referred to above will be provided by means of audible announcements and, upon request, by means of visible announcements.

The information referred to above will also be provided to the Passenger using the available communication method that they have indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

If a Passenger is informed of the delay less than 12 hours before the departure time that is indicated on their original ticket, and a Passenger has waited 2 hours after the departure time that is indicated on their original ticket, the Carrier will provide the Passenger with the following treatment free of charge:

- (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the Passenger.
- (b) access to a means of communication.
- (c) If it is expected that the Passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the Carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger, as well as transportation to the hotel or other accommodation and back to the airport.

The Carrier may limit or refuse to provide a standard of treatment referred to in the previous paragraphs providing that treatment would further delay the Passenger.

If the delay is a delay of 3 hours or more, the Carrier will provide alternate travel arrangements in accordance with the Small Carrier requirements of the APPR or a refund, in the manner set out below to a Passenger who desires such arrangements.

The Carrier will provide the following alternate travel arrangements free of charge to ensure that Passengers complete their itinerary as soon as feasible with a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original Carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the Passenger is located to the destination that is indicated on the Passenger's original ticket.

If the alternate travel arrangements offered in accordance with paragraph above do not accommodate the Passenger's travel needs, the Carrier will:

- (a) in the case where the Passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket and provide the Passenger with a confirmed reservation that:
  - i) is for a flight to that point of origin; and
  - ii) accommodates the Passenger's travel needs; and
- (b) in any other case, refund the unused portion of the ticket.

To the extent possible, the alternate travel arrangements must provide services that are comparable to those of the original ticket. The Carrier will refund the cost of any additional services purchased by a Passenger in connection with their original ticket if:

- (a) the Passenger did not receive those services on the alternate flight; or
- (b) the Passenger paid for those services a second time.

If the alternate travel arrangements provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment. If the alternate

travel arrangements provide for a lower class of service than the original ticket, the Carrier will refund the difference in the cost of the applicable portion of the ticket. Refunds under this section must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

If a Passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that is indicated on that original ticket will be delayed, provide the minimum compensation for inconvenience in addition to the required refunds:

- i) \$125, if the arrival of the Passenger's flight at the destination that is indicated on the original ticket is delayed by 3 hours or more, but less than 6 hours;
- ii) \$250, if the arrival of the Passenger's flight at the destination that is indicated on the original ticket is delayed by 6 hours or more, but less than 9 hours; or
- iii) \$500, if the arrival of the Passenger's flight at the destination that is indicated on the original ticket is delayed by 9 hours or more.

b) Cancellation

In the case of a cancellation, the Carrier will provide the following:

- (i) Information to the Passengers who are affected by the cancellation:
  - (a) the reason for the cancellation;
  - (b) the compensation to which the Passenger may be entitled for the inconvenience;
  - (c) the standard of treatment for Passengers, if any; and
  - (d) the recourse available against the Carrier, including their recourse to the Agency.
  - (e) Communication of status updates to Passengers every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected Passenger, or any new information as soon as feasible. This information referred to above will be provided by means of audible announcements and, upon request, by means of visible announcements.

The information referred to above will also be provided to the Passenger using the available communication method that they have indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

If a Passenger is informed of the cancellation less than 12 hours before the departure time that is indicated on their original ticket, and a Passenger has waited 2 hours after the departure time that is indicated on their original ticket, the Carrier will provide the Passenger with the following treatment free of charge:

- (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the Passenger;
- (b) access to a means of communication;
- (c) if it expected that the Passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel

arrangements, the Carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger, as well as transportation to the hotel or other accommodation and back to the airport.

The Carrier may limit or refuse to provide a standard of treatment referred to in the previous paragraphs providing that treatment would further delay the Passenger.

The Carrier will provide the following alternate travel arrangements free of charge to ensure that Passengers complete their itinerary as soon as feasible with a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original Carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the Passenger is located to the destination that is indicated on the Passenger's original ticket.

If the alternate travel arrangements offered in accordance with paragraph above do not accommodate the Passenger's travel needs, the Carrier will:

- (a) in the case where the Passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket and provide the Passenger with a confirmed reservation that:
  - i) is for a flight to that point of origin; and
  - ii) accommodates the Passenger's travel needs; and
- (b) in any other case, refund the unused portion of the ticket.

To the extent possible, the alternate travel arrangements must provide services that are comparable to those of the original ticket. The Carrier will refund the cost of any additional services purchased by a Passenger in connection with their original ticket if:

- (a) the Passenger did not receive those services on the alternate flight; or
- (b) the Passenger paid for those services a second time.

If the alternate travel arrangements provide for a higher class of service than the original ticket, the Carrier will not request supplementary payment. If the alternate travel arrangements provide for a lower class of service than the original ticket, the Carrier will refund the difference in the cost of the applicable portion of the ticket. Refunds under this section must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

If a Passenger is informed 14 days or less before the departure time on their original ticket has been cancelled, the Carrier will provide the minimum compensation of \$125 CAD as specified in the APPR for inconvenience in addition to the required refunds.

#### **(D) Missed Connections**

The Carrier assumes no liability for missed connections that are not on the Carrier provided itinerary of the Passenger.

#### **(E) Tarmac Delays Obligations**

1. Standards of Treatment



If a flight is delayed on the tarmac after the doors of the aircraft are closed for takeoff or after the flight has landed, the Carrier will provide Passengers with the following, free of charge:

- a) access to those lavatories in working order;
- b) proper ventilation and cooling or heating of the aircraft;
- c) communication with people outside of the aircraft, when and where possible; and
- d) food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport, and in the case of departures, expected time of takeoff.

## 2. Passenger Disembarkation

If a flight is delayed on the tarmac at an airport in Canada, the Carrier will provide an opportunity for Passengers to disembark 3 hours after the aircraft doors have been closed for takeoff, and 3 hours after the flight has landed, or at any earlier time if it is feasible. However, the Carrier is not required to provide an opportunity for Passengers to disembark if it is likely that takeoff will occur less than 3 hours and 45 minutes after the doors of the aircraft are closed for takeoff, or after the flight has landed and the Carrier is able to continue to provide the standard of treatment referred to in Rule 20(E) paragraph 1. Should a disembarkation be required, the Carrier will, if feasible, provide Passengers with disabilities and their support person or service animal, if any, the opportunity to disembark first. This section does not apply if providing an opportunity for Passengers to disembark is not feasible, including if it is not feasible for reasons related to safety and security or to air traffic or customs control, or access to a gate or stairs and/or a safe and suitable marshalling area is not available.

## **RULE 21: OVERBOOKING**

If an overbooking situation occurs, the provisions of Rule 22 shall apply.

## **RULE 22: DENIED BOARDING**

Due to various circumstances denied boarding may result.

When a situation occurs whereby the Carrier is unable to provide previously confirmed space because the number of seats that may be occupied on the flight is less than the number of Passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required time, the Carrier shall implement the provisions of this rule.

The Carrier will not subject Passengers already on the aircraft to denial of boarding other than for safety reasons.

### **(A) REQUEST FOR VOLUNTEERS**

1. The Carrier will request volunteers from among the confirmed Passengers to relinquish their seats in exchange for compensation, the amount and form of which will be at The Carrier's discretion.
2. Once a Passenger has voluntarily relinquished their seat, they will not later be involuntarily denied boarding unless they were advised at the time they volunteered of such possibility and the amount of compensation to which they would be entitled.

3. The request for volunteers and the selection of Passengers to be denied boarding shall be in a manner solely determined by Carrier.
4. The Carrier will provide written confirmation of the mutually agreed upon benefit to any Passenger who voluntarily gives up their seat.

**(B) Boarding Priorities**

1. If denial of boarding is necessary due to situations within the Carrier's control or within the Carrier's control but required for safety purposes, the Carrier must first ask all Passengers if any of them would be willing to give up their seat in exchange for mutually agreed upon benefits, which benefits must be presented to the Passenger in writing.
2. In the event there are not enough volunteers, other Passengers may be involuntarily denied boarding in accordance with the Carrier boarding priority policy. Passengers with confirmed reservations will be permitted to board in the following order until all available seats are occupied:
  - a) a person with a disability and their support person and/or service animal, if any;
  - b) a Passenger who is travelling with family members; and
  - c) a Passenger who was previously denied boarding on the same ticket.
  - d) Others for whom, in the Carrier's assessment, failure to carry would cause severe hardship.
  - e) All other Passengers, based the time in which the Passenger presented themselves for check-in without advance seat assignment.

**(C) Transportation For Passengers Denied Boarding, Either Voluntarily or Involuntarily**

1. A Passenger will be considered to have been denied boarding when:
  - a) the Passenger presented themselves for carriage in accordance with this Tariff: having complied fully with the Carrier's applicable reservation, ticketing, check-in and boarding within the time limits and at the location set out in Rule 11; and
  - b) a Passenger is not permitted to occupy a seat on the aircraft because the number of Passengers who checked in by the required time hold a confirmed reservation and valid travel documentation and are present at the boarding gate in time for boarding is greater than the number of seats that may be safely occupied.
2. In such instances, the Carrier will:
  - a) carry the Passenger on another of its Passenger aircraft on which space is available without additional charge; or, at the Carrier's option
  - b) reroute the Passenger to the destination named on the ticket or applicable portion thereof by its own or other transportation services; and if the fare for the revised routing is higher than the refund value of the ticket or applicable portion thereof, the Carrier will require no additional payment from the Passenger but will refund the difference if it is lower; or
  - c) if the Passenger chooses to no longer travel or if the Carrier is unable to perform the option stated in either Rule 22(C) a) or b) above within a reasonable amount of time, make involuntary refund;
  - d) for Denied Boarding within the Carrier's control:

- (i) return the Passenger to point of origin and refund as if no portion of the trip had been made (irrespective of applicable fare rules), or subject to Passenger's agreement, offer a travel voucher for future travel in the same amount; or
- (ii) upon the Passenger's request, and where the Passenger provides a credible verbal assurance to Carrier of certain circumstances that require their arrival at destination earlier than options set out in Rule 22(C) a) or b) above, the Carrier may, at their own discretion, if it is reasonable to do so, taking all circumstances known to it into account and subject to availability, buy the Passenger a seat on another Carrier whose flight is scheduled to arrive appreciably earlier than the options proposed in Rule 22(C) a) or b) above.

**(D) Compensation For Involuntary Denied Boarding**

In addition to providing transportation in accordance with Rule 22(C) above, a Passenger who has been denied boarding involuntarily for a circumstance within the Carrier's control, as defined within this Tariff, will be compensated by the Carrier as follows:

1. Conditions For Payment

- a) The Passenger must be considered to have been denied boarding in accordance with Rule 22(C)1. above.
- b) The Passenger will not be eligible for compensation:
  - (i) if the Passenger is offered accommodation or is seated in a compartment of the aircraft other than that specified on their ticket at no extra charge to them.
  - (ii) if the Passenger has been refused transportation in accordance with Rule 23: Refusal to Transport.
  - (iii) when the flight on which the Passenger holds a confirmed and ticketed reservation is cancelled or space has been requisitioned by the government; or
  - (iv) if, for safety reasons beyond the Carrier's control and not having occurred during scheduled maintenance, the aircraft has been substituted with one having lesser capacity, or the capacity on the scheduled aircraft has been reduced due to an operational limitation and the Carrier is able to demonstrate that all reasonable measures were taken to avoid substitution.
- c) No denied boarding compensation will be provided to the attendant of a Passenger with a disability whereby the attendant was provided complementary carriage.

2. Amount of Compensation

In accordance with the rules for Denied Boarding, the compensation is as follows:

Length of Arrival Delay at Destination	Cash
less than 6 hours	\$900
Less than 9, but more than 6 hours	\$1,800
Over 9 hours	\$2,400

- a) Affected Passengers may choose either option. Where alternate transportation departs before the offer can be made in which case it shall be made by mail or other means after the time the failure to accommodate has occurred.

- b) Payment of the compensation will be made by the Carrier as soon as it is operationally feasible, but not later than 48 hours after the time of the denial of boarding. If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements at the destination that is indicated on their ticket, that compensation is determined based on the flight's expected arrival. If the arrival of the Passenger's flight at the destination that is indicated on their original ticket is after the time it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due, the Carrier will adjust the amount of the compensation accordingly. If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements, the Carrier will provide the Passenger with a written confirmation of the amount of the compensation that is owed.

### **(E) Standards of Treatment for Passengers Denied Boarding**

The Carrier will, before a Passenger boards the flight reserved as part of an alternate travel arrangement, provide them with the following treatment free of charge:

- a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the Passenger; and
- b) access to a means of communication.

If the Carrier expects that the Passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger, as well as transportation to the hotel or other accommodation and back to the airport.

The Carrier may limit or refuse to provide a standard of treatment referred to in Rule 22(C) if providing that treatment would further delay the Passenger.

## **RULE 23: REFUSAL TO TRANSPORT**

### **(A) REMOVAL OF PASSENGER**

Carrier will refuse to transport, or will remove any Passenger at any point for any of the following reasons:

1. Government Requests, Regulations and Force Majeure:
  - a) Whenever it is necessary or advisable, in Carrier's sole and absolute discretion to:
    - (i) comply with any government regulation; or
    - (ii) comply with any government request for emergency transportation; or
    - (iii) address Force Majeure.
2. Search of Passenger and Property:
  - a) 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).
3. Proof of Identity/Age:
  - a) When the Passenger refuses a request to produce government issued, photo identification, to demonstrate proof of identity.

**NOTE:** The Carrier is obliged to screen each Passenger by looking at the Passenger, and in particular the Passenger's entire face, to determine if they appear to be 18 years of age or older.

The Carrier is also required to screen each Passenger who appears to be 18 years of age or older by comparing the Passenger, and in particular the Passenger's entire face, against one piece of government issued photo identification that shows the Passenger's name, date of birth and gender; or two pieces (without photo) of government issued identification at least one of which shows the Passenger's name, date of birth and gender.

4. Failure to Comply with Carrier's Rules and Regulations:
  - a) When the Passenger fails or refuses to comply with rules and regulations of the Carrier, including as stated in this Tariff.
5. Passenger's Condition:
  - a) When the Passenger's actions or inactions prove to the Carrier's 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:
    - (i) the Passenger is accompanied by a personal attendant who will be responsible for assisting with the Passenger's needs en route 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; and
    - (ii) the Passenger complies with requirements of Rule 17.

**Exception:** (for transportation within Canada only) The Carrier will accept the determination of a person with a disability as to self-reliance as per Rule 17.

**NOTE:** If the Passenger is accompanied by an attendant and the Passenger is refused transport, then the attendant will also be refused transport and the two will be removed from the aircraft together.

- b) When the Passenger has a contagious disease.
- c) When the Passenger has an offensive odour.

## **(B) Medical Clearance**

When the Carrier determines that a Passenger's medical, physical or mental condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property, the Carrier can require the Passenger to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the Passenger's carriage for subsequent travel. The Carrier may refuse transportation to the person posing such hazard or risk, or where such person fails to produce a medical certificate required by the Carrier.

## **(C) Pregnant Passengers**

1. An expectant mother with a complication free pregnancy can travel on the Carrier's flights up to the 32nd week of her pregnancy without a medical certificate.
2. An expectant mother who is in or beyond the 32nd week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

#### **(D) Failure to Provide a Suitable Escort**

A Passenger will be refused transport when the Passenger requires an escort (attendant) due to a mental health condition, and is under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority, and the necessary arrangements have not been made with the Carrier or their agent in advanced of the departure of the flight.

However, the Carrier will accept escorted Passengers under the following conditions when the Passenger has a mental health condition and is under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

1. A medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
2. A request for carriage is made at least 48 hours before scheduled departure.
3. Acceptance is for on-Carrier travel only. The applicable terms and conditions of other Carriers will continue to apply as per Rule 3.
4. The escort must accompany the escorted Passenger at all times.
5. The Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

### **RULE 24: PASSENGER'S CONDUCT - PROHIBITED CONDUCT AND SANCTIONS**

#### **(A) PROHIBITED CONDUCT**

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the sole and absolute discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other Passengers (in the future and present) and/or the Carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty on board the aircraft; or safe and adequate flight operations:

1. The person, in the judgement of a responsible employee of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care).
2. The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the 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.
3. The person's conduct involves any hazard or risk to themselves or other persons (including travel involving pregnant Passengers or unborn children), or to property.
4. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
5. The person is unable or unwilling to sit in their assigned seat with the seatbelt fastened.
6. The person smokes or attempts to smoke any substance in the aircraft, including the use of e-cigarettes and vaporizers.
7. The person consumes edible drugs, whether such substances are legal or illegal according to local laws.

8. The person uses or continues to use a cellular phone, a laptop computer or another electronic device on board the aircraft after being advised to stop such use by a member of the crew.
9. The person is barefoot.
10. The person is inappropriately dressed.
11. 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.
12. The person has resisted or may reasonably be believed to be capable of resisting escorts.

### **(B) Carrier Response to Prohibited Conduct**

Where, in the exercise of its sole and absolute discretion, the Carrier decides that the Passenger has engaged in prohibited conduct described above, the Carrier may impose any combination of the following sanctions:

1. Removal of the Passenger at any point.
2. 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.
3. 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.
4. The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
  - a) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
  - b) The person injures a crew member or other Passenger, or subjects a crew member or other Passenger to a credible threat of injury.
  - c) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - d) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in Rule 24(B)2. above.
5. The Carrier may collect any and all costs incurred by the Carrier, directly or indirectly, associated with such prohibited conduct, including but not limited to all costs related to diverting of the aircraft, all costs incurred to deplane the Passenger and the Passenger's baggage, and all costs resulting from delays which such prohibited conduct may give rise to from time to time, at the sole and absolute discretion of Carrier.

These remedies are without prejudice to the Carrier's other rights and recourses, namely, to seek recovery of any other damage resulting from the prohibited conduct or as otherwise provided in Carrier's tariffs, including recourses provided under applicable statutes for the filing of criminal or statutory charges against the Passenger.

**(C) Recourse of the Passenger / Limitation of Liability**

1. The Carrier's liability in case of refusal to carry a Passenger for a specific flight or removal of a Passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the Passenger's ticket in accordance with Rule 26Rule B.

Notwithstanding the foregoing paragraph, Passengers and their baggage will be entitled to all other additional rights they may have under this Tariff.

2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why they believe they no longer pose a threat to the safety or comfort of Passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the Refusal to Carry notice or the Notice of Probation.
3. The Carrier will respond to the Passenger within a reasonable period of time, providing Carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.



## PART IV - AFTER TRAVEL

### RULE 25: LIMITATIONS OF LIABILITY

Applicable to transportation within Canada.

#### (A) DEATH OR BODILY INJURY OF A PASSENGER

1. The liability of the Carrier in respect of the death of, or injury to, a Passenger is limited to the sum of \$100,000 CAD.
2. In no cases shall the Carrier's liability exceed the actual loss suffered by the Passenger. All claims are subject to proof of amount of loss.
3. The Carrier is not liable:
  - a) In the case of any Passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that Passenger that would not have been sustained but for their age or mental or physical condition; or
  - b) In the case of a pregnant Passenger, for any damages in respect of the unborn child of that Passenger.

#### (B) Destruction or Loss of, or Damage To, or Delay of Baggage

1. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:
  - a) The liability of the Carrier is limited to 1,288SDR (approx. \$2300.00 CAD; see [xe.com](http://xe.com) for conversion rates) for each Passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked and such liability shall be further limited to the reasonable replacement costs of the destroyed, lost, damaged or delayed baggage. In the case of delayed baggage, liability shall only accrue if the baggage has not been retrieved by the Carrier within 21 days of the originally scheduled arrival of such item. The liability limit includes any baggage fees paid to the Carrier.
  - b) The Passenger must provide receipts to the Carrier for any claim(s) made for destruction, loss, damage or delay of baggage.
  - c) If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom they derive their rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
  - d) The Carrier shall have no liability in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked, unless the Passenger has paid a separate and itemized fee to the Carrier for the carriage of the destroyed, lost, damaged or delayed baggage.
2. Unless the Passenger proves otherwise:
  - a) all baggage checked by a Passenger shall be considered to be the property of that Passenger;
  - b) a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one Passenger; and

- c) unchecked baggage, including personal items, shall be considered to be the property of the Passenger in possession of the baggage at the time of embarkation.
  - d) Unchecked and checked baggage will be deemed to have been delivered by the Carrier to Passenger without destruction, loss, damage or delay thereof, unless the Passenger complains in writing to the Carrier at the airport upon the conclusion of the flight, and before departing the airport.
3. Notwithstanding the foregoing, in the event that the Carrier accepts carriage of baggage beyond the applicable check-in deadline, whether or not such acceptance is subject to applicable fees, the Carrier shall not be liable for any delay of such baggage which results either in whole or in part from the Passenger's failure to comply with the applicable check-in deadline.

### **(C) Service Animals**

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.

**NOTE:** This provision is not applicable to a person with a disability's mobility aid.

### **(D) Additional Limitations of Liability**

1. The Carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the Passenger by the Carrier or their agents in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the Passenger. The Carrier is not liable for damage to such unchecked baggage incurred during, or as a result of, this service, unless such damage is caused by the negligence of the Carrier or their agents.
2. The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the Passenger to comply with same or out of any cause beyond the Carrier's control.
3. The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked 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 checked 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.
4. The Carrier is not liable for damage to the Passenger's baggage caused by contents of the Passenger's baggage. Any Passenger whose property causes damage to another Passenger's baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.
5. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 13, nor for the damage to, or damage caused by, fragile articles described in Rule 13 which are unsuitably packed.

6. The Carrier may refuse to accept any articles that do not constitute baggage as this term is defined in Rule 13(A), but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the baggage and the Carrier's limit of liability.
7. Liability of the Carrier for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the Passenger also has a right of action against the first or last Carrier involved in the transportation.
8. In the case of unchecked baggage, the Carrier is liable only to the extent that the damage resulted from its fault or that of its servants or agents.
9. Any exclusion or limitation of liability of the Carrier under this Tariff or under the Passenger's ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.
10. The owner of a pet or service animal will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The Carrier will not be liable for loss or expense due to the Passenger's failure to comply with this provision and the Carrier will not be responsible if any pet is refused transportation.
11. Except as otherwise provided for under Rule 17(F) paragraph d), and notwithstanding the limitations of 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 assistive aids, when such items have been accepted as checked baggage or otherwise. In the event that an assistive aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the assistive aid. In the event that an assistive aid is lost or damaged:
  - a) the Carrier will immediately provide a suitable temporary replacement without charge;
  - b) if a damaged aid can be repaired, in addition to a) above, the Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the Passenger as soon as possible; and
  - c) 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 a) above, replace it with an identical aid satisfactory to the Passenger, or reimburse the Passenger for the replacement cost of the aid.

#### **(E) Time Limitations on Claims and Actions**

1. No action will be taken against the Carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the Passenger complains in writing to the Carrier within:
  - a) 21 days from the date on which the baggage has been placed at the Passenger's disposal (in the case of delay); or
  - b) 21 days from the date on which the baggage should have been placed at the Passenger's disposal (in the case of loss).

2. In the case of damage to checked baggage, the Passenger must complain to the Carrier or their agent immediately after discovery of damage, and at the latest, within 7 days from receipt of the baggage.
3. Any claim against a Carrier will be extinguished unless an action is brought within 2 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. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

**(F) Overriding Law**

If any provision contained or referred to in the ticket or this Tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the ticket or Tariff and the remaining provisions shall continue to be of full force and effect.

**(G) Modification and Waiver**

No agent, servant or representative of the Carrier has the authority to alter, modify, or waive any provisions of this Tariff.

**(H) Gratuitous Transportation**

All Passengers who are transported gratuitously by the Carrier will be governed by all the provisions of this rule and by all other applicable rules of this Tariff.

**RULE 26: REFUNDS**

**(A) GENERAL**

1. The Passenger must present to the Carrier or its authorized agent the unused Flight Coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the Passenger has unused portions of a ticket which are eligible for refund.
2. Provided that a Flight Coupon is eligible for a refund, a request for a refund must be received by Carrier before the commencement of the flight pursuant to which a refund is being requested, except in the case of death of the Passenger.
3. The Carrier will only make a refund to the person who purchased the ticket.
4. If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the Passenger must contact the Carrier directly.
5. Acceptance of a refund by the Passenger will release the Carrier from further liability.
6. In any instance where refunds are appropriate, the Carrier will process requests in a timely manner and refund the fare in the original form of payment.

## **(B) Involuntary Refunds**

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. The amount of the involuntary refund will be as follows:
  - a) If, due to a schedule irregularity within the Carrier's control or denied boarding in accordance with the Tariff, the Passenger chooses to no longer travel due to loss of purpose of travel or if alternate travel could not be provided within a reasonable time, the Carrier will offer a refund equal to the fare and charge paid, irrespective if travel has commenced.
  - b) If, due to a schedule irregularity within the Carrier's control or denied boarding in accordance with the Tariff, the Passenger chooses to no longer travel because the alternate transportation offered does not meet with the Passenger's satisfaction, the Carrier will offer a refund equal to the unused portion of the purchaser's ticket.
  - c) If, due to a schedule irregularity not within the Carrier's control or a refusal to transport in accordance with the Tariff, no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid; or
  - d) If, due to a schedule irregularity not within the Carrier's control or a refusal to transport in accordance with the Tariff, a portion of the ticket has been used, the amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
    - (i) The difference between the fare paid and the fare for transportation actually used or to be used; or
    - (ii) Provided that the point where travel terminated was on the Passenger's routing as shown on the original ticket and the routing remains unchanged, the Passenger will be refunded the difference between the one-way fare applicable to the unused transportation from the point where the Passenger terminated travel to the destination or next stopover point as named on the ticket, or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare) that was applied to the original one-way fare (including all charges). If the Passenger was travelling on a round trip, the amount refunded would be based on the rate of discount of one half of the round trip fare; or,
    - (iii) If the point where the Passenger terminated travel was not on the routing specified on the ticket, the refund will be based on the lowest applicable fare of the Carrier operating between the point where the Passenger terminated travel to the destination or next stopover point named on the ticket or to the point at which transportation is to be resumed.
3. Involuntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the involuntary refund is necessary may be made at the request of the Passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

**(C) Voluntary Refunds**

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by the Carrier which originally issued the ticket or its authorized agent.
3. If no portion of a ticket has been used, the refund will be the full amount of the fare paid less any cancellation fee and/or service charge.
4. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge.
5. Voluntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible.

**(D) Time Limit for Requesting a Refund**

Where a refund is permitted, a request for refund from the Passenger shall be received by the Carrier at the time of cancellation or schedule irregularity and before the flight is operated, except in the case of death of the Passenger.

**(E) Refunds in the Case of Death**

When transportation is cancelled as a result of the death of the Passenger, a member of the immediate family or travelling companion, the refund will apply as follows:

1. Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.
4. Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e., those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
5. In the case of death of the Passenger, the refund will be made to the estate of the Passenger.

**(F) Refusal to Refund**

The Carrier may refuse to refund the Passenger's ticket if that ticket is presented for refund after its validity has expired.

## Appendix A - Baggage

Description	Dimensions	Weight	Website Booking	Airport Check-In	At the Gate
Personal Item (under seat)	Maximum 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in)	Maximum 7kg (15 lb)	No Charge	No Charge	No Charge
Carry-On Cabin Baggage (overhead bin)	Maximum 23 cm x 40 cm x 55 cm (9 in x 15.5 in x 21.5 in)	Maximum 10kg (22 lb)	Up to \$75.00	Up to \$150.00	Up to \$200.00
First Checked Bag	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	Up to \$75.00	Up to \$150.00	Not Available
Second Checked Bag	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	Up to \$75.00	Up to \$150.00	Not Available
Each Additional Bag	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	Up to \$200.00	Up to \$220.00	Not Available
Overweight Surcharge A* (+ Applicable Baggage Fee)	Maximum 158 cm (62in) in total linear dimensions	23-32kg (50-70lb)	Not Available	Up to \$100.00	Not Available
Overweight Surcharge B** (+ Applicable Baggage Fee)	Maximum 158 cm (62in) in total linear dimensions	33-45kg (71-100lb)	Not Available	Up to \$150.00	Not Available
Oversize Surcharge** (if not overweight) (+ Applicable Baggage Fee)	Total linear dimensions exceeding 158 cm and less than 292 cm (63-115in)	–	Not Available	Up to \$700.00	Not Available
Pet Fee (in cabin)	Maximum 41 cm long x 23 cm high x 25 cm wide hard or soft sided case	10kg (22lbs.)	Up to \$100.00	Up to \$100.00	Not Available
Pet Fee (in baggage hold)	Maximum 41 cm long x 23 cm high x 25 cm wide hard sided case	10kg (22lbs.)	Up to \$100.00	Up to \$100.00	Not Available

**NOTES:** All prices are subject to applicable taxes.

\* Bags in excess of 45 kg / 100 lbs will not be accepted by the Carrier and the Passenger must make alternate arrangements for transport. Overweight and oversized baggage fees apply in addition to the applicable checked baggage fee.

\*\* Overweight and oversized baggage fees apply in addition to the applicable checked baggage fee. If a bag is overweight, there is no additional charge for oversize. However, if the bag is not both overweight and oversized, the oversize fee will apply to an oversized item.

## Appendix B - Fares and Options

The following allowances with regards to baggage, boarding, change fees, seat selection and eligibility for Travel Flex are included in the table below. Where "N/A" is indicated, no additional allowances accrue and the ordinary terms of the tariff apply.

	<b>Basic</b>
<b>Personal Item (up to 7kg)</b>	Included
<b>Baggage</b>	Per Appendix A - Baggage
<b>Priority Boarding</b>	Up to \$20
<b>Change Fee*</b>	Up to \$125 plus fare difference
<b>Non-Premium Seat Selection</b>	Up to \$50

\* Change fees apply to all categories unless the Passenger has purchased Travel Flex. Travel Flex allows for one change to an itinerary; all additional changes will be subject to the fare difference and the applicable fee for fare family. If the change under Travel Flex results in a lower fare or fare family applying, no refunds will be payable for such difference. Travel Flex may only be purchased on the Web. Eligible changes include: date of travel, name change, time of travel, destination or departure change. If the fares have increased for the newly selected dates or time of travel, the Passenger is responsible for the difference in fare.

**Additional fees apply where it is indicated during the booking process, either with a Call Centre booking or online.**