

Transwest Air Limited Partnership
By Its General Partner Transwest Management Ltd.
c/o/b as Transwest Air
Northern Shield Helicopters

CTA(A) No. 3

DOMESTIC TARIFF

Title Page 0

SCHEDULED DOMESTIC TARIFF

Provisions for aircraft WITH UP TO 34 PASSENGER SEATS

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

ISSUED BY

C. Czemerer

Director of Corporate Services

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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE September 6, 2018

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CHECK SHEET

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

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DOMESTIC TARIFF

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

CTA.....	Canadian Transportation Agency
Cont'd.....	Continued
No.....	Number
\$.....	Dollar(s)
[R]	Denotes reductions
[A]	Denotes increases
[C]	Denotes changes which result in neither increases or reductions
[X]	Denotes cancellation
[N]	Denotes addition
CAD	Canadian
N/A.....	Not Applicable

RULE 1. DEFINITIONS

In this tariff, the following words shall have meanings set out below:

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

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

"Carrier" means *TRANSWEST AIR LIMITED PARTNERSHIP BY ITS GENERAL PARTNER TRANSWEST MANAGEMENT LTD. (Transwest Air)*.

"Live Flight" means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

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

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

"Ferry Flight" means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

"Goods" means anything that can be transported by air including animals.

"Origin" means the point from which a flight commences with payload to be transported.

"Passenger" means a person, other than a member of the air crew who uses the air carrier's domestic service by boarding the air carrier's aircraft pursuant to a valid contract.

"Traffic" means any passengers or goods that are transported by air.

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

RULE 2. APPLICATION OF TARIFF

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by *TRANSWEST AIR LIMITED PARTNERSHIP BY ITS GENERAL PARTNER TRANSWEST MANAGEMENT LTD.*
- (2) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by *TRANSWEST AIR LIMITED PARTNERSHIP BY ITS GENERAL PARTNER TRANSWEST MANAGEMENT LTD.*, is executed by the charterer and the carrier.
- (3) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- (4) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.

RULE 3. CURRENCY

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

RULE 4. MILEAGE DETERMINATION

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

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For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the agreed flight or flights, using the following sources in the order listed below:

- (1) Air distance mileage log/GPS
- (2) Skyline /GPS distances

RULE 5. COMPUTATION OF CHARGES

The total price payable by the party contracting for the use of an aircraft shall be the following:

- (1) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Table "B", or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table "B", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table "B".
- (2) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in Table "B", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table "B", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table "B", or
- (3) Point to Point Rates as published in Table "A".
- (4) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$... 0.00
- (5) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
 - (a) Loading/unloading of the aircraft.
 - (b) Charges for goods carried outside the aircraft.

- (c) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.
- (d) Charges for storage.
- (e) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.
- (f) The actual cost of any special or accessorial services performed or provided on request.
- (6) Layover charges, if any, as set forth in Table "B2", will be assessed by the carrier for holding the aircraft on request at any point on the route in excess of the free waiting time.
- (7) Landing charges as per Table "B1".
- (8) Taxiing charges, if any, for the time required to transport passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour shown in Table "B".
- (9) Valuation charges, if any, in accordance with Rule 11 and Rule 12.

RULE 6. CONDITIONS OF CARRIAGE

(A) Acceptance of Children

- (1) Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.
- (2) Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible

adult; the child has satisfactory evidence establishing his/her age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party. Transwest Air fee for an Unaccompanied Minor (UM) is \$20.00.

- (3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

(B) Exemption from Liability

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:

- (1) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;
- (2) "**Force Majeure**", or any other causes not attributable to the wilful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of a Government or public body, on what ever grounds, to grant the carrier any clearance, licence, right or other permission necessary for the performance of the carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

(C) Medical Clearance

The carrier reserves the right to require a medical clearance from the Company Medical Authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

(D) Refusal to Transport

(1) The carrier will refuse passage to any person when:

- Such action is necessary for reasons of safety;
- Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.

(2) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier – Carriage of Persons with Disabilities – See Rule 7 (E) Acceptance of Declaration of Self-reliance.

(E) Space and Weight Limitations

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

(F) Schedules/delays

The carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets or elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.

RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES

(A) Definitions

(1) "**Ambulatory**" means a person who is able to move about within an aircraft unassisted.

- (2) "**Non-Ambulatory**" means a person who is not able to move about within the aircraft unassisted.
- (3) "**Non-self-reliant**" means a person who is not self-reliant.
- (4) "**Self-reliant**" – Except for needs and assistance related to safety "self-reliant" means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication, or assistance from the carrier beyond the range of services that are required by the ATR or that is normally offered by the carrier.
- (5) "**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 to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

(B) Acceptance of a Person with a Disability

Persons with a disability will be accepted for transportation as outlined below:

Disability	Personal Attendant Required
Blind	No
Deaf	No
Blind and Deaf/Self-reliant	No
Blind and Deaf/Non-self-reliant	Yes
Intellectual/Self-reliant	No
Intellectual/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self-reliant	Yes
Non-ambulatory/Self-reliant	No (*)
Non-ambulatory/Non-self-reliant	Yes

(*) Except in cases where the number of such passengers travelling on a given flight exceeds the *Civil Aeronautics Directorate Transport Canada's*

Guideline, Commercial Air Services (Carriage of Non-ambulatory. Passengers on Large Turbo-jet Aeroplanes).

(C) Acceptance of Mobility Aids

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

- (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.

Aircraft design

Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person's aid, the air carrier is not required to carry the aid. The carrier will advise the person about transportation arrangements that are available for the aid.

Manually operated wheelchair

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

- (a) until the person reaches the boarding gate;
- (b) where facilities permit, while the person is moving between the terminal and the door of the aircraft;
- (c) where space and facilities permit, while the person is moving between the terminal and the passenger seat.

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

Applicable to small aid referred in (C) (3), (4) and (5)

Where space and facilities permits, the air carrier will, without charge, permit the person to retain the aid in the person's custody during the flight.

(D) Acceptance of 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, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

(E) Acceptance of Declaration of Self-reliance

Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person as to self-reliance. Once advised that he or she is self-reliant, the carrier shall not refuse such passenger transportation on the basis that there is a lack of a personal attendant or based on the assumption that the passenger may require attention from airline employees to assist with the passenger's needs beyond the range of services that are required by the ATR or that are normally offered by the carrier.

(F) Communication of Information

The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the cabin crew along with other special instructions. A list of the services that the carrier had undertaken to provide at the time of reservation will also be transmitted to the personnel assisting such persons.

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made both visually and verbally to persons with disabilities who request such a service.

(G) Seating Restrictions

Persons with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit, or on the upper deck of the aircraft or, otherwise in accordance with safety rules or regulations administered by Transport Canada.

Seating assignment

- When a person identifies the nature of his/her disability, before assigning a passenger seat, the carrier will inform the person as to which seats in the aircraft are the most accessible seats.
- Accessible passenger seats are the last seats to be assigned to passengers without disabilities.

Once the identification of the most accessible seat is completed, prior to proceed with the seat assignment, the carrier will enter into a dialogue with the person to determine if the designated seat meets his/her needs.

(H) Assistance to be Provided

- (1) If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance:
 - (a) registration at the check-in counter;
 - (b) proceeding to the boarding area;
 - (c) boarding and deplaning;
 - (d) stowing and retrieving the person's carry-on baggage;
 - (e) retrieving the person's checked baggage;
 - (f) transferring the person:
 - (1) between: the person's own wheelchair, scooter or other mobility aid
and: a wheelchair, boarding chair or other mobility aid provided by the carrier.
 - (2) between: a wheelchair, boarding chair or other mobility aid
and: the person's passenger seat.
 - (g) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;

- (h) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
 - (i) inquiring periodically about the person's needs when persons in wheelchairs who are not independently mobile are awaiting a flight after check-in, when in transit between flights and during the flight;
 - (j) assembling and disassembling of mobility aids; and
 - (k) proceeding to the general public area or to a representative of another carrier.
- (2) If the request for these services is not made within 48 hours of the designated departure time, the carrier will make a reasonable effort to provide the services.

Pre-boarding

When a request is made by a person for boarding or seating or stowing carry-on baggage, the carrier may require the person to board the aircraft in advance.

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers).

Written confirmation

The carrier is to provide a written confirmation to the person of the services to be provided.

(I) Liability of Carrier Respecting Mobility Aids

The liability of carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise is to be based on the cost of the repair or replacement value of the mobility aid.

In the event that a mobility aid is lost or damaged:

- (1) the air carrier will immediately provide a suitable temporary replacement without charge;

- (2) if a damaged aid can be repaired, in addition to (1) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- (3) 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 (1) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

RULE 8. ACCEPTANCE OF BAGGAGE OR GOODS

- (1) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (2) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate any applicable Canadian laws, regulations, or orders.
- (3) If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:
 - (a) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and, provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons.
 - (b) Explosives, munitions, corrosives and articles which easily ignite.
 - (c) (*) Pets including, dogs, cats and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft.
(*) Not applicable to service animals.
- (4) Baggage Fees: Transwest Air does not charge baggage fees.

RULE 9. REFUNDS

- (1) Application for refund shall be made to the carrier or its duly authorized Agent. BIR Rules: Any loss of or damage to checked baggage must be reported to a Transwest Air Agent within 24 hours of flight arrival. The agent will verify the loss or damage and complete the “Baggage Irregularity Report” in triplicate. This report is to be filled out by both customer and Airline Representative
- (2) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

RULE 10. LIMITATION OF LIABILITY – PASSENGERS

- (1) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$100,000.00
- (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, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her 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.

RULE 11. LIMITATION OF LIABILITY – BAGGAGE and CONTENTS

- (1) (*) Subject to subsection (2), the liability of the carrier in respect of loss, or damage to, baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$.1850.00per passenger.
(*) Not applicable to mobility aids - see Rule 7 (I).

- (2) The liability of the carrier is limited to \$1850.00. Baggage and contents valued in excess of 1850.00 must be self-insured.
- (3) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.
- (4) In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.
- (5) Valuation costs to be borne by client.

RULE 12. LIABILITY OF CARRIER – GOODS and CARGO

- (1) Subject to subsection (2) the liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$1.00 per pound
- (2) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.
- (3) In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.
- (4) Valuation costs to be borne by client.
- (5) Baggage Irregularity Form (BIR) (see Appendix D)

RULE 13. SUBSTITUTION OF AIRCRAFT(*)

- (1) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (2) and (3).
- (2) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.
- (3) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

(*) Applicable when the contract entails the use of the full capacity of the aircraft in question.

RULE 14. PAYMENT REQUIREMENTS

- (1) Payments for a contracted flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.
- (2) Payment made prior to a flight in the form of Credit card, Purchase order, and Cash. For Authorized accounts, all payments are due from the date of the invoice, interest charges of 2% per month 24% per annum will apply to overdue accounts.

RULE 15. CANCELLATION CHARGES

- (1) When a charter is cancelled 24 hours prior to departure a cancellation fee of 15% of the charter cost may be levied.
- (2) If a flight is cancelled due to weather, no charges will be levied unless the flight is already in progress. A flight already in progress that encounters unforeseen weather may be charged out based on the number of miles completed.

RULE 16. TICKETS

- (1) Check in time is anywhere between a half an hour to 3 hours prior to scheduled departure.
- (2) When a reservation is changed and/or cancelled a fee of \$100.00 plus G.S.T. will be applied depending on the fare rules.
- (3) Transwest Air is a ticket less company
- (4) Passengers can /will be denied boarding if they check in less than 30 minutes prior to the scheduled departure time
- (5) Passengers who do not show up for a flight do not receive a credit or refund.
- (6) SEE Appendix A,B,and C, for Fares

RULE 17. PASSENGER RE-ROUTING

Transwest Air is not liable to any passenger when he/she misses his/her flight. In these instances, no other alternative is offered by the carrier to the passenger.

RULE 18. DENIED BOARDING COMPENSATION

- (1) Transwest Air does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.
- (2) Transwest Air will enforce the following for passengers deemed unruly, or who have consumed alcohol or being intoxicated on our flights:
 - First Offence -3 months of no travel
 - Second Offence –one year of no travel
 - Third Offence –banned and placed on the NO FLY LIST
- (3) Unruly Passengers
Pilot in command shall have final say regarding passengers deemed “unruly” or a risk to flight crew or other passengers.

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Unruly passengers will be denied flight privileges and no compensation nor alternate flight arrangements shall be made by Transwest Air. R.C.M.P. will be called to attend.
RULE 19-Seat Selection

Transwest Air does not offer a seat selection for the scheduled service flights and at this time there are no costs associated with seat selection

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

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