TARIFF CONTAINING RULES

APPLICABLE TO SCHEDULED SERVICES

FOR THE TRANSPORTATION OF

PASSENGERS AND BAGGAGE OR GOODS

BETWEEN

POINTS IN CANADA ON THE ONE HAND

AND

POINTS OUTSIDE CANADA (EXCEPT THE UNITED STATES) ON THE OTHER HAND

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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:

Page Number		Number of Revision	Page Number		Number of Revision
1		Second	24		Second
2	**(C)**	Seventy-sixth	25		Second
3		Fourth	26		Second
4		Original	27		First
5		Original	28		Fifth
6		Fourth	29		Eleventh
7		Eighth	30		Original
8		Third	31		Fifth
9		Second	32	**(C)**	Thirty-first
10		Seventh	33		First
10a		Original			
11		First	34		Fifth
12		Original	35		Second
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14		Original	37		Fourth
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EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA(A)	Canadian Transportation Agency
IATA	International Air Transport Association
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
CAN	Canadian

SECTION I - GENERAL RULES

RULE 1. DEFINITIONS

"Air Waybill" means a non-negotiable airbill of the required number of copies, covering the cargo transported by the Carrier subject to this tariff.

"Applicable Adult Fare" means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to adult's status (such as senior citizens fare, etc.).

"Applicable Full Fare" means the full adult fare for the class of service designated in the Carrier's official general schedule for the aircraft, or compartment of the aircraft used by the passenger.

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

"Baggage Check" means that portion of the ticket which provides for the carriage of checked baggage and which is issued by the Carrier as a receipt for such baggage.

"Baggage Tag" means a document issued by the Carrier solely for identification of checked baggage, (strip) tag portion of which is attached by the Carrier to a particular article of checked baggage and the baggage (claim) tag portion of which is given to the passenger.

"Cargo" means any goods, except baggage and mail, that can be transported by international commercial air services.

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

"Carrier" means Air Transat A.T. Inc. that carries or undertakes to carry the passenger and his baggage thereunder or performs or undertakes to perform any other service or services related to the carriage.

"Circle Trip" means any trip, the ultimate destination of which is the point of origin, but which includes, at least, a stop at one other point, and which is not made via the same routing in both directions.

"Class of Service" means the compartment of the aircraft in which the passenger is entitled to be transported pursuant to the general schedule of the Carrier.

"C.O.B." means “ carrying on business under firm name and style of ... ”.

"Connecting Service" means a flight itinerary involving two or more flight numbers per origin-destination segment and requiring at least one change of aircraft at one or more stops.

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

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

"CTA" means the Canadian Transportation Agency.

"Department of Transportation" means *U.S. Department of Transportation*.

"Destination" means the point to which the passenger(s) to be transported on a flight is bound.

"Direct Service" means a flight itinerary with or without stops involving only one through flight number per origin-destination segment and not involving stopovers and/or change of aircraft.

(C) "Emergency exit row seats" means seats 14A, 14B, 14C, 14D, 14E, 14F, 14H, 14J and 14K in an A310; seats 11A, 11B, 11J, 11K, 31A, 31B, 31D, 31E, 31F, 31G, 31 J and 31K in an A330-300; and 9A, 9B, 9C, 9D, 9E, 9F, 9H, 9J, 9K, 30A, 30B, 30C, 30D, 30E, 30F, 30H, 30J and 30K in an A330-200.

"Flight" means the movement of an aircraft from the point of take-off to the first point of landing (technical or fuel-stops not included).

"Goods" means anything that can be transported by air, including animals, other than in plane-load and baggage.

"International Carriage" will have the same meaning as in the definition outlined in the Convention.

"Miscellaneous Charges Order" means a document issued by a carrier or its agents requesting provision of services to the person named in such document.

"Open Jaw Trip" means any trip which is essentially of a round trip or circle trip nature but the point of departure and the inward point of arrival or the outward point of arrival and inward point of departure of which are not the same.

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

"Operational Stop" means a stop at any point for non traffic purposes including, but not limited to, refueling and crew changes.

"Outward Destination" means that stopover point on the passenger's itinerary which is furthest from the passenger's point of origin.

"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 an agreement.

"Prepaid Ticket Advice" means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location.

"Reroute" means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger, or to honour the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

"Round Trip" means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions.

"Routing" means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff.

"Schedule Irregularity" means any of the following irregularities but does not include disruptions resulting from labour disturbances and/or strikes:

(a) delay in scheduled departure or arrival, of more than six (6) hours, of the Carrier's flight resulting in a misconnection, or
(b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the Carrier's flights, or
(c) substitution of equipment, or
(d) an advancement of scheduled departure time on the day of operation greater than the minimum period established in the Carrier’s tariff for the passenger to check-in, in accordance with Rule 12 (Cancellation of Reservations).

"Scheduled User" means a person, association, partnership, company, corporation or other legal entity which makes with a carrier a scheduled contract for the provision of all or part of the capacity of any scheduled flight.

"Special Drawing Rights" or "SDR" means a special unit currency, the currency values of which fluctuate and are recalculated each banking day as reported.

"Stopover" means a deliberate interruption of a journey by the passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination.

"Ticket" means a passenger ticket issued to passengers to be carried on a flight, the baggage check and accompanying notices that incorporate the terms and conditions of this tariff and contract of carriage.

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

“Transit without visa” (TWOV) means the authorized transiting of a country by a passenger under certain conditions outlined in section 10.5 (c) *en route* to a third country destination without being in possession of the usually applicable transit or destination visas for the transit country in question.

(C) “Two-by-two seats” means seats 25A, 25B, 25J, 25K, 26A, 26B, 26J, 26K, 27A, 27B, 27J, 27K, 28A, 28B, 28J, 28K, 29A, 29B, 29J, 29K, 30A, 30B, 30J, 30K, 31A, 31B, 31J and 31K in an A310 and seats 37A, 37B, 37J, 37K, 38A, 38B, 38J, 38K, 39A, 39B, 39J, 39K, 40A, 40B, 40J, 40K, 41A, 41B, 41J, 41K, 42A, 42B, 42J,42K, 43A, 43B, 43J and 43K in an A330-200, and 47A, 47B, 47J, and 47K in an A330-300.

Definitions of Areas

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

(C) "Europe" means the area comprised of all of the countries within the continent of Europe, excluding the United Kingdom.

“United Kingdom” means the area comprised of all of the countries within United Kingdom.

"United States of America" or " United States" means the area comprised of the 48 contiguous federates states; the Federal District of Colombia, Alaska, Hawaii, Puerto Rico, the Virgin Islands, Samoa, Guam, Midway and Wake Island.

RULE 2. APPLICATION OF TARIFF

(C) NOTE: From time to time, the Carrier will enter into code-sharing agreements whereby it will market, as its own, flights operated by another air carrier. The operating carrier may have terms and conditions of carriage that differ from those found in this tariff. In such cases, the passenger will be so advised at time of reservation of carriage. Only flights operated in the TS800 – TS899 flight number series fall under this category.

(a) This tariff contains the rules, regulations, terms and conditions of carriage upon the basis of which the Carrier supplies or agrees to supply scheduled air services between points in Canada and points outside of Canada (except the United States) for which the Carrier is authorized to operate such services to the same extent as if the contents of this tariff were included in the terms and conditions of`:

i) Any air waybill or ticket; and,

ii) Any scheduled contract between the Carrier and a third party.

(b) The contents of this tariff form part of any contract of carriage between the Carrier and any third party and in the event of any conflict between this tariff and the scheduled contract, this tariff shall prevail.

(c) All obligations incurred by the Carrier under any ticket, air waybill or scheduled contract are subject to compliance by the parties thereto with applicable laws and regulations and are further subject to such affirmative acts, findings, clearances and approvals as may be required on the part of any government or governmental agency for the lawful discharge thereof; and the transportation herein described shall be performed according to and subject to any and all rules and regulations of the CTA and any other governmental agency having jurisdiction. The Carrier shall not be held answerable for damage or otherwise subject to penalties or forfeitures under any ticket, air waybill or scheduled contract, for delay or omissions attributable to any law, regulation or government or governmental agency as aforesaid, nor in the event that any flight cannot be flown as a result of an official act of the CTA, including the denial or cancellation of any necessary authority to the Carrier, provided that any such denial, cancellation, delay or omission did not result from any negligence or default on the part of the Carrier.

(d) Carriage is subject to the rules, fares and charges in effect on the date on which such carriage commences at the point of origin designated on the tickets. References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.

(e) The Carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, baggage check, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.

(f) 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.

RULE 3. CURRENCY

All monetary amounts published in this tariff are stated in the lawful currency of Canada unless otherwise specified.

RULE 4. CAPACITY LIMITATIONS

The Carrier shall limit the number of passengers carried on any one flight at fares governed by rules making reference hereto and such fares will not necessarily be available on all flights operated by the Carrier. The number of seats which the Carrier shall make available on a given flight will be determined by the Carrier's best judgment as to the anticipated total passenger load on each flight.

(C) RULE 5. CONDITIONS OF CARRIAGE

5.1 Substitution of Aircraft:

The Carrier may without notice, and subject to any necessary approval of the CTA or government authority, substitute an aircraft of the same or any other appropriate type for the aircraft agreed upon for a flight.

5.2 **(C)** Responsibility for schedules and operations (Subject to Rule 21):

a) The Carrier will endeavor to transport passengers and baggage with reasonable dispatch. Times shown in schedules, scheduled contracts, tickets, air waybills or elsewhere are not guaranteed. Flight times are subject to change without notice. The Carrier assumes no responsibility for making connections.

b) Schedules are subject to change without notice. The Carrier is not responsible or liable for failure to make connections, or for failure to operate any flight according to schedule, or for a change to the schedule of any flight. However, where a routing modification subsequent to the purchase of travel results in a change from a direct service to a connecting service, the Carrier will, upon request by the passenger, provide a full refund of the unused portion of the fare paid. Under no circumstances shall the Carrier be liable for any special, incidental or consequential damages arising directly or indirectly from the foregoing (including the carriage of baggage) whether or not the Carrier had knowledge that such damages might be incurred. Notwithstanding, the Carrier will make reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.

c) Without limiting the generality of the foregoing, the Carrier cannot guarantee that a passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier. Notwithstanding, if the baggage does not arrive on the same flight, the Carrier will take steps to deliver the baggage to the passenger’s residence/hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of delivery and will provide the passenger with an overnight kit, as required.

d) If a flight is delayed for more than four (4) hours beyond scheduled departure time, the Carrier will provide the passenger with a meal voucher. If the flight is delayed more than eight (8) hours and requires an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not originate their travel at that airport. If the delay occurs while onboard, the Carrier will offer drinks and snacks, where it is safe to do so. If the delay exceeds 90 minutes and if the aircraft commander permits, the Carrier will offer passengers the option of disembarking until it is time to depart.

e) (i) In the event of an involuntary re-routing of a flight, the Carrier will ensure that the passenger is routed or transported to his/her ultimate destination, as per the contract of carriage. If no reasonable transportation can be arranged, the Carrier will offer the passenger a cash payment or travel credit. When determining the amount of the offered cash payment or travel credit, the Carrier will consider all circumstances of the case, including any expenses which the passenger, acting reasonably, may have incurred as a result of the overbooking or cancellation, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with a view to reimbursing the passenger for all such reasonable expenses. The option of choosing between a cash payment or travel credit will be at the passenger's discretion.

(ii) The rights of a passenger against the Carrier in the event of overbooking or cancellation are, in most cases of international carriage, governed by an international convention known as the Montreal Convention, 1999. Article 19 of that Convention provides that an air carrier is liable for damage caused by delay in the carriage of passengers and goods unless it proves that it did everything it could be reasonably expected to do to avoid the damage. There are some exceptional cases of international carriage in which the rights of the passengers are not governed by an international convention. In such cases only, a court of competent jurisdiction can determine which system of laws must be consulted to determine what those rights are.

5.3 Force Majeure

5.3.1 Notwithstanding any other terms or conditions contained herein, the Carrier shall not be liable for failure in the performance of any of its obligations due to:

a) Act of God.

b) War, revolution, insurrection, riot, blockade or any other unlawful act against public order or authority including an act of terrorism involving the use or release or threat thereof, of any nuclear weapon or device or chemical or biological agent.

c) Strike, lock-out, labour dispute, or other industrial disturbance whether involving the Carrier's employees or others upon whom the Carrier relies.

d) **(C)** Fire, flood, explosion, earthquake, adverse weather conditions, storm/lightening, infectious disease outbreak, epidemic, pandemic, public health emergency and quarantine.

e) Accidents to or failure of the aircraft or equipment used in connection therewith.

f) Non-availability of fuel at the airport of origin, destination or enroute stop.

g) Others upon whom the Carrier relies for the performance of the whole or any part of any scheduled contract or flight.

h) Government order, regulation, action or inaction.

i) Unless caused by its negligence, any difference in weight or quantity of cargo from shrinkage, leakage or evaporation.

j) The nature of the cargo or any defect in the cargo or any characteristic or inherent vice therein.

k) Violation by a consignor, consignee or any other party claiming an interest in the cargo of any of the terms and conditions contained in this tariff or in any other applicable tariff including, but without being limited to, failure to observe any of the terms and conditions relating to cargo not acceptable for transportation or cargo acceptable only under certain conditions.

l) Improper or insufficient packing, securing, marking or addressing.

m) Acts or omissions of warehouseman, customs or quarantine officials or other persons other than the Carrier or its agents, in gaining lawful possession of the cargo.

n) Compliance with delivery instructions from the consignor or consignee.

o) Any other causes beyond the reasonable control of the Carrier.

p) Failure to obtain the approval of government agency, commission, board or other tribunal having jurisdiction in the circumstances as may be required to the conduct of operations hereunder or any government or legal restraint upon such operation.

q) Loss of or hijacking of aircraft, or any shortage of or inability to provide labour, fuel or facilities.

r) Any other event not reasonably to be foreseen, anticipated or predicted, whether actual, threatened or reported, which may interfere with the operations of the Carrier.

5.3.2 Upon the happening of any of the foregoing events, the Carrier may without notice cancel, terminate, divert, postpone or delay any flight whether before departure or enroute. If the flight, having commenced is terminated, the Carrier shall refund the unused portion of the flight and shall use its best efforts to provide alternate transportation to the destination for the passengers and baggage at the expense and risk of the passenger or shipper.

5.4 Compliance by Scheduled User, passenger or Shipper

The Scheduled User, all passengers and all shippers shall fully comply with all of the terms and conditions, rules and regulations set out in this tariff. Failing such compliance, the Carrier shall be entitled to cancel any scheduled contract or ticket. Refunds will be provided where applicable.

5.5 Space for Carrier's use

Any unused capacity in the aircraft not being utilized by any scheduled user, passengers or shipper may be used by the Carrier.

5.6 Flight Operations

5.6.1 Selection of Flight Route

The Carrier shall have the right to select the route for the flight, provided, however, the shortest route which in the opinion of the Carrier is safe, feasible and duly authorized by any competent authority having jurisdiction, shall be followed.

5.6.2 Pilot's Discretion

The aircraft at all times shall be under the exclusive control of the pilot-in-command, whose orders shall be strictly complied with by any scheduled user and all passengers and shippers. The pilot of the aircraft shall have complete discretion concerning the load carried and its distribution and as to whether a flight should be undertaken or diverted and as to where and when and under what circumstances landing should be made and all such decisions of the pilot shall be accepted and agreed to by any scheduled user, the passengers and the shippers.

(C) RULE 6. CARRIAGE OF PASSENGERS

6.1 Refusal to transport – Removal of passengers

The Carrier may refuse to carry or cancel the reserved space of, or may remove enroute from any flight any passenger when:

a) Such action is necessary for reasons of safety.

b) Such action is necessary to prevent violation of any applicable laws, regulations or orders of any state or country to be flown from, into or over.

c) The conduct, status, age, psychological and/or physical condition of the passenger is such as to require, in the reasonable opinion of the Carrier's personnel, special assistance or cause discomfort or be objectionable to other passengers, or involve any hazard or risk to such passenger, to any other persons or property, or to the flight. Subject to the provisions of Rule 6.4, the present will not apply to passengers with physical disabilities.

d) The passenger fails to observe the instructions of the Carrier's personnel.

e) The passenger refuses, upon request, to provide positive identification, or is not in possession of passports, visas or other required travel documentation.

f) The passenger refuses to permit examination and inspection of his person, baggage or goods. The Carrier shall not be liable for any damage to any property resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any search.

g) **(C)** A passenger under the age of five (5) years is not accompanied during the carriage by a passenger of at least sixteen (16) years of age or if a passenger having attained five (5) years of age, travelling alone, is not accompanied to the airport at the time of departure by an adult who shall remain at the airport until after flight departure; or

   i) does not hold confirmed reservations through to the destination; or

   ii) has not made advance arrangements for such carriage with the Carrier; or

   iii) has not had an unaccompanied minor form satisfactorily completed for such passenger; or

   iv) if satisfactory assurance is not given to the Carrier by such adult that such passenger will be met at the airport of destination by another adult. The Carrier may require satisfactory evidence establishing the child's age at the date of commencement of carriage.

h) The passenger fails to comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into, or over, and with all rules, regulations and instructions of the Carrier. The Carrier shall not be liable for any aid or information given by any agent or employee of the Carrier to any passenger in connection with obtaining necessary documents or complying with laws, regulations, orders, demands, requirements or instructions, whether given orally or

in writing, or otherwise, or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

6.2 Passenger's conduct – Prohibited conduct & sanctions

a) Prohibited conduct

Without limiting the generality of the foregoing, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other passengers (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 aboard the aircraft; or the safe and adequate operation of the flight:

i) the person, in the reasonable judgment of a responsible Carrier employee, is under the influence of intoxicating liquors or drugs (except a medical patient under proper care);

ii) the person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent, or otherwise disorderly, and in the reasonable judgment of a responsible Carrier employee there is a possibility that such passenger 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 his duties aboard Carrier's aircraft, or otherwise jeopardize safe and adequate flight operations;

iii) the person's conduct involves any unusual hazard or risk to self or to other persons (including, in cases of pregnant passengers, unborn children) or to property;

iv) the person fails to observe the instructions of the Carrier and its employees, including instructions to cease prohibited conduct;

v) the person is unable/unwilling to sit in the seat with the seatbelt fastened;

vi) the person smokes or attempts to smoke in the aircraft;

vii) the person uses or continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew;

viii) the person is barefoot;

ix) the person (other than on-duty law enforcement officers) is wearing or has on or about his person concealed or unconcealed deadly or dangerous weapons;

x) the person is manacled and in custody of law enforcement personnel;

xi) the person has resisted or may reasonably be believed to be capable of resisting escorts.

b) Sanctions

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

i. removal of the passenger at any point;

ii. probation. 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 said 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's continued compliance in continued avoidance of prohibited conduct, and;

iii. refuse to transport the passenger. The length of such refusals to transport may range from a one-time to an indefinite up to lifetime ban. The length of the refusal period will be in the Carrier's reasonable discretion, and will be for a period commensurate with the nature of the prohibited conduct and until the Carrier is satisfied that the passenger no longer constitutes a threat to the safety of the other passengers, crew or the aircraft or to the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard the aircraft; or the safe and adequate operation of the flight. The following conduct will automatically result in an indefinite up to lifetime ban:

- the person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;
- the person injures or subjects to a credible threat of injury a crew member or other passenger;
- the person has a conduct that requires an unscheduled landing and/or the use of restraints such as ties or handcuffs;

(C)
- the person repeats a prohibited conduct after receiving a notice of probation as mentioned in (ii) above;

iv. These remedies are without prejudice to the Carrier's other rights and recourses, namely to seek recovery of any direct or indirect damage that may result or resulting from the prohibited conduct or as otherwise provided in the Carrier's tariffs, or the filing of criminal or statutory charges.

(N) v. Notwithstanding the above, a person who is refused carriage for an indefinite 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 he/she no longer poses a threat

to the safety and/or comfort of passengers and/or crew, or to the safety of the aircraft. Such petition may be sent to the address provided in the refusal to carry notice or the notice of probation. The Carrier will respond to the petitioner within a reasonable period of time and will therein provide an assessment as to the need or not to prolong the ban or to maintain the probation period.

6.3 Liability for refusal to transport and for failure to operate on schedule

(C) The Carrier is not liable for its refusal to transport any passenger in accordance with Rule 6. Subject to Rules 5.3.1 and 21, where a passenger incurs a schedule irregularity (delay) of not less than six (6) hours involving a flight operated by the Carrier of if the passenger is unable to board the flight on which space was booked as a result of an overbooking or cancellation:

a) The Carrier will transport the passenger without stopover on its next flight on which space is available and in the same class of service as his original flight.

b) If the Carrier is unable to provide reasonable alternative transportation on its services, the Carrier will arrange transportation on the services of other carriers or combination of carriers with whom the Carrier has interline traffic agreements for such transportation. In such cases, the passenger will be transported without stopover and at no additional costs to himself, in the same class of service as applied to his original outbound flight on the Carrier.

c) In the event that space on the Carrier is only available in a lower class of service than was reserved by the passenger for the original flight, or any one or more of the original flights, as the case may be, the Carrier will, at the option of the passenger,

i) provide space to the passenger at the lower class of service and refund the difference in fares, or

ii) provide a full refund of the unused portion of the fare paid by the passenger.

(C) d) If the carrier is unable to provide reasonable alternative transportation on its services or on the services of other carrier(s), in the event of a delay of at least 24 hours or of cancellation/overbooking of a flight on which the booking was made, then it will refund the unused ticket or portions thereof.

6.4 Transportation of a Person with a Disability

6.4.1 Definitions

"Ambulatory" means a passenger who is able to move about within the aircraft cabin unassisted.

"Non-ambulatory" means a passenger who is not able to move about within the aircraft unassisted.

"Non-self-reliant" means a person who is incapable of self-care during flight and therefore dependent upon a personal attendant.

"Self-reliant" means a person who is independent, self-sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual attention beyond that afforded to the general public, except that assistance in boarding or deplaning may be required.

"Personal attendant (assistant)" means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by the Carrier's staff.

6.4.2 Acceptance of a passenger with a disability

a) The Carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised the Carrier of his self-reliance, the Carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from the Carrier's employees.

b) Passengers with a disability will be accepted for transportation as outlined below:

(C)

Type of disability	**Assistant Required**	**Maximum no. per flight**
Visual	No	No limit
Hearing	No	No limit
Visual & Hearing/Self-reliant	No	No limit
Visual & Hearing/Non-self-reliant	Yes	No limit
Intellectual/Self-reliant	No	No limit
Intellectual/Non-self-reliant	Yes	No limit
Ambulatory/Self-reliant	No	No limit
Ambulatory/Non-self-reliant	Yes	No limit
Non-ambulatory/Self-reliant	Yes	see note 1 below
Non-ambulatory/Non-self-reliant	Yes	2 per flight (see Note 2)

Note 1:
Non-ambulatory/self-reliant
- Number allowed unattended: 8
- Additional number allowed if attended: 8

Note 2:
The maximum number of non-ambulatory passengers shown in the table above refers to accompanied and/or unaccompanied passengers. The Carrier will make every effort to accommodate non-ambulatory passengers in excess of the numbers shows in the tables but will not be obligated to do so.

c) Medical Clearance - The Carrier reserves the right to require clearance from its medical services if travel involves any unusual risk or hazard to the passenger or to other persons including, in cases of pregnant passengers, unborn children.

d) The Carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the Carrier that his mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for caring for him en route and, with the care of such an attendant, he will not require unreasonable attention or assistance from employees of the Carrier.

6.4.3 Seating Restrictions

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the central stair may have to be used as an emergency exit, or on the upper deck of the aircraft.

6.4.4 Reservations

Reservations should be made at least 48 hours in advance of travel, advising the Carrier as to the nature of the disability and assistance required, so that arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 48 hours in advance.

6.4.5 Acceptance of mobility aids

In addition to the regular free baggage allowance, the Carrier will accept the following items which must be stowed in the baggage compartment:

a) Manually operated wheelchairs and walkers.

b) Wheelchairs with non-spillable batteries, with terminals disconnected and taped. Service regarding the assembly and disassembly of such mobility aids will be provided by the Carrier.

c) For flight safety reasons, wheelchairs with spillable wet cell batteries are no longer permitted on board.

d) Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the Carrier's safety regulations.

(C) 6.4.6 Service animal trained to assist a permanent or long-term disabled passenger

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 as having been trained by a professional service animal institution. For the comfort of all passengers, the Carrier's staff will determine, in consultation with the person with a disability, where the person and service animal will be seated and how much room will be provided, including additional seats where required. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to or death of a service animal result from the fault or negligence of the Carrier, the Carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

Restrictions exist of the acceptance of service animals into the UK. The Carrier has only been able to obtain permission for entry into Manchester, London-Gatwick and London-Heathrow. Passengers must meet all entry requirements in advance, as required by DEFRA.
Restrictions are also in effect for entry to Ireland where advanced arrangements must be made.

6.5 Carriage of Children

6.5.1 **Accompanied** - 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 sixteen (16) years of age.

(N) 6.5.2 **Unaccompanied** - carriage is to be solely on the Carrier's flight and will in no circumstance involve interlining. The Carrier must be advised at least 72 hours in advance of travel. The following conditions will apply:

a) Under 8 years, not accepted under any conditions.

b) Ages 8 to 11 inclusive, accepted providing:

i) The child is brought to the airport by a parent or responsible adult.

ii) Reservations are confirmed through to destination.

iii) The child will be met and taken into custody of a responsible adult at stopovers and destination.

iv) The unaccompanied minor form is completed.

v) The parent or guardian remains at the airport until aircraft is airborne and clearance to depart has been provided by the Carrier.

vi) The child possesses written information showing the name and address of the responsible adult meeting the child at destination.

vii) The flight on which space is held is not expected to terminate short of, or bypass the destination because of weather conditions.

viii) Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.

ix) A handling fee of CAD $100 per flight segment per child applies.

c) Handling unaccompanied children in situations involving irregular operations:

i) The Carrier will advise the contact at destination if the child is to arrive at destination by other than the original flight. If the Carrier is unable to reach the contact at destination, it will advise the contact at origin.

ii) The Carrier will assume custody of the child in case of diversion of flight.

iii) Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.

6.5.3 **Responsibilities of the Carrier** - the Carrier will ensure the safety, security and general well-being of unaccompanied minors, but will not assume any financial or guardianship responsibility for them beyond those applicable to an adult passenger.

RULE 7. CARRIAGE OF BAGGAGE AND CARGO (SUBJECT TO RULE 21)

7.1 Baggage

The Carrier will accept for transportation as baggage such personal property as is necessary for the wear, use, comfort or convenience of the passenger for the purposes of the trip, subject to the following conditions:

a) All baggage must be suitably externally identified and packed in a manner which can withstand ordinary handling, or be of a weight, size or character which renders it suitable for transportation;

b) Fragile or perishable articles, including medication or medical devices, money, jewelry, silverware, electronics, laptop computers, personal audio/video devices, negotiable documents, securities, samples of business documents or other valuables (other than articles of clothing) shall not be accepted as checked baggage. Any such items declared or found in checked baggage shall be subject to removal prior to the baggage in question being accepted for carriage by the Carrier.

The Carrier shall not be liable for damage to fragile, valuable or perishable items where such damage is the result of the inherent defect, quality or vice of the item in question. Unsuitably or inadequately packed items will be accepted at the Carrier's discretion and, where accepted, compensation may be denied as a result of the afore-mentioned factors. The Carrier assumes no liability for the delay in delivery of any perishable items accepted as checked baggage unless it has failed to take all reasonable measures to avoid such delay.

c) Normal carrier liability, as contained in this Rule, will be waived for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted into the care of the Carrier as checked baggage or otherwise. If a mobility aid is damaged or lost, the Carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, 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. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

(A) d) Each passenger (excluding infants under 2 years of age) in Economy class will have the following free checked baggage allowances on all routes subject to the exceptions listed below: 20 kilos (Club Class: 40 kilos / Option Plus: 30 kilos). **Exceptions**: for flights between Canada and either Greece, Italy and Turkey - 1 piece of baggage not exceeding 30 kilos (Club / OP: 2 pieces not exceeding 40 kilos in total); for flights between Canada and Portugal (including Club / OP not available) – 2 pieces of baggage not exceeding 50 kilos in total; for flights between Canada and all other points in Europe (including the UK and Ireland) – 1 piece of baggage not exceeding 23 kilos (Club: 2 pieces not exceeding 40 kilos in total / OP: 2 pieces not exceeding 33 kilos in total); for passengers holding vouchers for cruise itineraries in Europe – 1 piece of baggage not exceeding 25 kilos (Club: 2 pieces not exceeding 40 kilos in total / OP: 2 pieces not exceeding 35 kilos in total); for passengers holding vouchers for Caribbean cruise itineraries – 25 kilos (Club: 40 kilos / OP: 35 kilos); for flights between Toronto and Montego Bay, Jamaica – 23 kilos (Club: 40 kilos / OP: 33 kilos); for flights between Canada and Haiti – 50 kilos (including Club / OP not available). If the total weight exceeds the maximum allowance, subject to space availability, an additional charge of CDN $15.00 (or equivalence in other currencies) per excess kilogram will be applicable. **Exceptions:** for all flights between Canada and Europe (including the UK, Ireland and Turkey) – a fee of CDN $75.00 will apply when the total checked baggage weight exceeds the above-mentioned allowances, as well as a separate fee of CAD $100 for the first additional piece of baggage and CAD $200 for each subsequent piece. When payment is made in cash at countries outside of Canada, not all currencies may be accepted, and may be limited to local currency only. A piece of checked baggage shall not exceed 158 cm in total dimension (L x W x H) and 32 kilos in weight, otherwise baggage shall be shipped as cargo and cargo charges shall apply.

In addition to the free baggage allowance, one of the following articles of baggage may be carried without additional charge to a maximum of 20 kilograms (44 lbs.) per passenger, subject to availability of space and upon signature of a limited release form exempting the Carrier from any liability resulting from damage to such goods:

i) one golf bag containing 14 golf clubs, 12 golf balls and one pair of golf shoes;

ii) one pair of snow skis with one pair of ski poles and one pair of ski boots;

iii) one snowboard with one pair of snowboard boots;

iv) one kiteboard/kite surfer; (up to a maximum of 10 Kgs)

v) fishing equipment (1 tackle box, reels and rods);

vi) one empty scuba diving tank with air regulator mask and/or fins;

vii) intentionally left blank;

viii) intentionally left blank;

(C)ix) one approved car seat and one stroller per child/infant;

x) one set of camping equipment including 1 tent, 2 sleeping bags and camping accessories, total weight not exceeding 20 kilograms.

(C) Everything exceeding the free baggage allowances stated in this Rule will be charged as excess baggage (depending on the routing) either as a flat fee or on a per exceeding kilogram basis. When payment is made in cash at countries outside of Canada, not all currencies may be accepted, and may be limited to local currency only.

The following articles will be subject to the rates noted:
Windsurfing and surf boards no more than 12 feet long, with mast and sail detached and packed separately from board: CDN $100.00 (or equivalent in other currencies) per flight segment. Bicycles: CDN $30.00 (or equivalent) per flight segment.
All other sporting equipment not listed as exempt is subject to standard excess baggage fees. When payment is made in cash at countries outside of Canada, not all currencies may be accepted, and may be limited to local currency only.

e) Baggage (equivalent to hand luggage) the dimensions of which do not exceed 23 cm x 40 cm x 51 cm (9" x 16" x 20) and the weight of which does not exceed 10 kilograms in Economy (**exception:** 5 kilograms for flights between Canada, the UK and Ireland) and 15 kg in Club Class may be carried on board the aircraft by the passenger provided that, at the sole discretion of the Carrier, it is suitable to be stowed in the passenger compartment of the aircraft and is not otherwise offensive or objectionable to any other passengers.

f) 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 tagged or packed, or the carriage of which would violate the laws, regulations, or orders of countries to be flown from, into, or over.

g) If the weight, size or character renders it unsuitable for carriage on the aircraft, the Carrier, prior to departure of the flight, will refuse to carry the passenger's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the Carrier:

i) Firearms of any description - firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this paragraph do not apply to law enforcement officers traveling in the line of duty and carrying legally prescribed side arms or other similar weapons.

ii) Explosives, ammunition, corrosives, flammables, or otherwise dangerous material;

iii) Any sharp or pointed article such as knife, scissors, nail fasteners, or anything that could be used as a weapon;

iv) Electronic or motorized equipment;

v) Objects of art;

vi) Live animals;

vii) Perishable items.

7.2 Cargo

Carrier's acceptance of cargo onboard any flight, shall be subject to the following conditions:

a) The Carrier shall have the right, but not the obligation, to make such inspections of cargo as it deems necessary or appropriate, with or without the shipper's consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by the Carrier to carry such cargo as would otherwise be precluded from carriage in accordance with this tariff.

b) The Carrier shall not be liable for any damage to any cargo resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any such inspections.

c) All cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.

d) Carriage of animals: only domestic cats and dogs are accepted for carriage, and this only in the cargo hold of the Carrier's aircraft. All other animals, except certified service animals, are not accepted on the Carrier's flights. Passengers must make an advance reservation for the carriage of an animal and be in possession of all animal-related health and vaccination documents required by the country of destination. The following conditions will apply:

(A) i) A fee of CDN $275.00 for each flight segment between Canada and Europe, and CDN $150.00 for all other segments, will be charged for carriage of animals in the cargo hold.

ii) Animal must travel in a cage supplied by the passenger with the name of the animal written on it.

iii) Animal must be in an IATA approved cage for air transportation. Plain rigid plastic is mandatory. Cage of the wire-kind or any other material will not be accepted (door can be of wire-kind).

iv) Cage must be big enough for the animal(s) to stand-up, turn-around and lie down according to number of animals inside.

v) Only one (1) animal per cage is accepted, and no animal under 12 weeks of age may travel alone. Exceptions to this are as follows: Dogs and cats: a mother with puppies or a mother with kittens between 6-12 weeks old, or, up to 3 puppies or kittens from the same litter between 8 weeks and 6 months. The cage must always be big enough to accommodate all the animals.

(C) Note: No animals of any kind, except service animals as per 7.2 d), are accepted on flights going to, or connecting in Hawaii and Trinidad, or to or connecting to the UK. Non-service animals travelling to Ireland must travel as manifested cargo.

e) Perishable goods shall be properly packed by the shipper to prevent damage or deterioration in flight. The Carrier shall not be liable for any loss, damage, deterioration or destruction of perishable goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute unless directly caused by the gross negligence or willful misconduct of the Carrier.

f) **Non-acceptance by Consignee** - where any goods are refused by the consignee, or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the Carrier shall without prior notice, dispose of the goods upon such terms as shall appear fit and proper to the Carrier from and against any and all costs of disposal, delivery or storage thereof.

g) **Refusal of Carriage** - the Carrier shall refuse to carry or shall remove enroute any cargo when:

i) Such cargo:

- may endanger the safety of the aircraft, crew, other cargo, passengers or baggage;
- is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;
- is liable to cause damage to the aircraft or to baggage or other cargo, or injury to persons onboard the aircraft;
- is likely to be damaged by air carriage;
- is improperly packed or otherwise defective.

ii) The weight, size or character of the cargo is unsuitable for carriage on the aircraft.

h) **Restricted Articles**

i) In addition to the rules set forth in this tariff, the provisions of the IATA Restricted Articles Regulations shall apply in connection with carriage in the aircraft.

ii) The shipper shall comply with all applicable regulations governing the carriage of such restricted articles.

RULE 8. LIMITATION OF LIABILITY - PASSENGERS

(C) ***For travel governed by the Montreal Convention***

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

For travel governed by the Warsaw Convention

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and costs.

For travel governed by the Montreal and Warsaw Conventions

Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

RULE 9. LIMITATION OF LIABILITY FOR BAGGAGE OR CARGO AND EXCESS VALUATION CHARGES

(C) ***For travel governed by the Montreal Convention***

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

For travel governed by the Warsaw Convention

Carrier liability, for the loss of, damage to, or delay in the delivery of any personal property, including checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or the charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule. As regards objects of which the passenger takes charge himself, the liability of the Carrier is limited to 5000 francs per passenger.

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

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

a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and

b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

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

NOTE: At the time of filing of this tariff provision, 250 francs convert approximately to CAD $33.00 and 5000 francs convert approximately to CAD $660.00. These converted values are provided for general reference only. The Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

For late or non-delivered baggage, the Carrier's goodwill policy consists of USD 25.00 per baggage, per day, after 24-hour waiting period, for passengers away from home, up to a maximum of USD 175.00 per baggage.

Notwithstanding the normal carrier liability, as contained in this tariff, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise.

(C) ***For travel governed by the Montreal and Warsaw Conventions***

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

a) the amount of the Carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic Carrier liability";

b) no charge shall be payable on that part of the declared value which does not exceed basic Carrier liability;

c) for that part of the declared value which does not exceed basic Carrier liability, a charge shall be payable at the rate of CAD $0.50 for each CAD $100.00 or fraction thereof.

Whether the passenger or consignor declares higher value or not, in no case will the Carrier's liability exceed the actual loss suffered by the passenger or consignor. All claims are subject to proof of amount of loss.

(R) In the case of damage or partial loss, the person entitled to delivery must complain to the Carrier forthwith after discovery of the damage or partial loss and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within 21 days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 30 days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action may be brought against the Carrier. Furthermore, in the event of delay in delivery or loss of baggage, the claimant must notify the Carrier's airport personnel in writing (through the completion of a Property Irregularity Report) as soon as the failure to deliver checked baggage at the airport of destination is ascertained. Failure to do so will result in denied compensation in the event the baggage in question is declared lost after a 30-day search.

SECTION II – TRAVEL DOCUMENTS

RULE 10. TRAVEL DOCUMENTS

10.1 Tickets

a) No person shall be entitled to carriage except upon presentation of a valid ticket.

b) Tickets are not transferable and the Carrier shall not be required to honour any ticket or provide any transportation where such ticket is presented by someone other than the person entitled to be transported thereunder.

10.2 Validity of ticket

Tickets are valid for carriage only on the flights and dates shown thereon and are not refundable by the Carrier to the passenger, except as provided by applicable fare conditions.

10.3 Air Waybills

Cargo shall be received onboard any flight only upon the Carrier's form of air waybill having been issued by the Carrier for all cargo delivered to the Carrier for transportation on the flight. The Carrier shall not be obliged to honour any air waybill or to undertake any carriage pursuant thereto unless the contract price for that flight has been paid to the Carrier.

10.4 - Baggage Checks

Carrier shall receive baggage onboard any flight only upon a baggage check for the flight having been presented for carriage and upon a baggage check for the flight having been affixed thereto. Baggage for which a baggage check has been issued by the Carrier shall be delivered to the bearer of the baggage check provided, however, that the Carrier shall not be liable for any loss, damage or expenses arising out of or in connection with its failure to ascertain that the person claiming the baggage is the bearer of the baggage check applicable thereto. If a person claiming the baggage is unable to present the baggage check, the Carrier shall deliver the baggage if such person establishes that person's right thereto to the Carrier's satisfaction and the Carrier may require such person to furnish adequate security to indemnify the Carrier for any loss, damage or expense which may be incurred by the Carrier as a result of such delivery. The Carrier shall not be bound to check baggage beyond the destination of the flight.

10.5 Passports and Visas – Responsibility of Passenger

a) Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he desires transportation, and unless applicable laws provide otherwise, shall indemnify the Carrier for any loss, damage, or expense suffered or incurred by the Carrier by reason of such passenger's failure to do so. The Carrier shall not be liable for any aid or information given by any agent or employee of the Carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.

b) The Carrier may refuse to carry any passenger who does not possess required travel documentation. In the event that an order is issued by a competent authority for the deportation or rejection of any passenger on any flight, the passenger shall indemnify and hold harmless the Carrier from and against any and all costs, charges and expenses, including transportation expenses or fines imposed or incurred as a result of such an order. Any information given by the Carrier to a scheduled user, passenger or shipper relating to immigration, customs or health requirements shall be given without any representation as to its accuracy and the Carrier shall not be liable for any damages or inconvenience suffered by a scheduled user or any passenger and/or shipper as a result of its or their reliance thereon.

c) TWOV will be available from any point of embarkation in Canada for passengers transiting via the following airports *en route* to third countries and subject to the conditions indicated:

		Transit must occur within	Conditions
	Amsterdam (AMS)	unrestricted	Passenger must transit on first available connecting flight.
(C)	Athens (ATH)	24 hours	Passenger may remain overnight.
	Brussels (BRU)	Same day	Passenger must transit same day.
	Paris-Charles de Gaulle (CDG)	24 hours	Passenger may remain overnight / Travel documents to be secured.
	Rome Fiumicino (FCO)	48 hours	Passenger may remain overnight.
	Frankfurt (FRA)	24 hours	Passenger may remain overnight.
	Hamburg (HAM)	0430-2330	Passenger must transit within these times only.
	Madrid (MAD)	48 hours	Passenger may remain overnight.
	Marseilles (MRS)	24 hours	Passenger may remain overnight / Travel documents to be secured
	Munich (MUC)	24 hours	Passenger may remain overnight.
	Pescara (PSR)	48 hours	Passenger may remain overnight
	Shannon (SNN)	24 hours	Passenger may remain overnight.
	Lamezia (SUF)	48 hours	Passenger may remain overnight
	Venice (VCE)	48 hours	Passenger may remain overnight
	Vienna (VIE)	unrestricted	Passenger must transit on first available connecting flight.

(C) TWOV will not be available for passengers wishing to transit without visas via the following airports: Malaga (AGP), Barcelona (BCN), Basel (BSL), Bordeaux (BOD), Dublin (DUB), Faro (FAO), Lisbon (LIS), Istanbul (IST), Lyon (LYS), Nantes (NTE), Oporto (OPO), Ponte Delgada (PDL), Terceira (TER), Toulouse (TLS) and Nice (NCE).

d) Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the Carrier, on Government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. The Carrier will apply to the payment of such fares any funds paid by the passenger to the Carrier for unused carriage, or any funds of the passenger in possession of the Carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the Carrier unless the law of such country requires that such fare be refunded.

SECTION III – RESERVATIONS

RULE 11. CONFIRMATION OF RESERVED SPACE AND FLIGHT SCHEDULES

a) A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the Carrier to a person subject to payment or other satisfactory credit arrangements. A passenger with a valid paper ticket reflecting reservations for a specific flight and date on the Carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 12. The Carrier does not guarantee to provide any particular seat on the aircraft.

b) It is the responsibility of the passenger to re-confirm flight schedules at least 24 hours and not more than 72 hours prior to originally scheduled departure time. The Carrier shall not be liable for damages or refund for failure to re-confirm which leads to a missed flight.

c) Seat reservation fees
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 check-in at least 75 minutes prior to scheduled departure time. Subject to the exceptions outlined hereunder, a seat pre-selection charge of CDN $ 20.00 per passenger per segment is applicable for all flights between Canada and Europe (including the UK). A CDN $ 15.00 fee is applicable for all other sectors. Exceptions: (i) For emergency exit and bulkhead row seats - CDN$80.00 for flights between Canada and the United Kingdom; CDN$70.00 for flights between Canada and Europe excluding the United Kingdom and CDN$45.00 for all other flights (ii) For two-by-two seats - CDN$40.00 for flights between Canada and Europe including the United Kingdom and CDN$35.00 for all other flights (iii) For A330-300 seats 5DEFG / 14-29ABJK , A330-200 seats 4DEF / 5-6ABCHJK / 10-11ABCHJK / 31-36ABCHJK and A310-300 seats 5-9ABCHJK, 5DEF and 21-24ABCHJK – CDN$25.00 for flights between Canada and Europe (including the UK) and CDN$20.00 for all other flights. The above fees are non-refundable prior to departure but may be waived for passengers who advise the Carrier at booking that the requested seat is needed to accommodate a physical disability. In the event that the pre-selected seating assignment is not available at check-in, the Carrier will undertake to make alternate seat assignment arrangements or will provide a refund of the seat reservation fee paid for the flight segment involved upon request by the passenger.

RULE 12. (C) CANCELLATION OF RESERVATIONS (Subject to Rule 21)

All reservations are subject to cancellation without notice:

a) If the passenger has not purchased a validated ticket indicating confirmed seat(s) at least 60 minutes prior to scheduled departure of the flight, or earlier if a special time limit is required.

b) If the passenger fails to fulfill the requirements of the fare type of that reservation.

c) If the passenger does not present himself at check-in at least 60 minutes prior to scheduled departure time.

d) If the passenger fails to occupy a seat reserved (for example: a no-show).

If the Carrier refuses to transport the passenger for any of the reasons stated above, even if a reservation was confirmed, the reservation may not be accepted for the flight specified. Subject to applicable fare rules and conditions, no refund will be due. Cancellation will apply to all segments in the itinerary.

SECTION IV – FARES AND ROUTINGS

RULE 13. APPLICATION OF FARES AND ROUTINGS

a) **General**

The price of transportation shall be disclosed at the time of confirmation, however fares are subject to change without notice.

b) **Currency**

All fares and charges are stated in the currency of the country from which the passenger will initiate travel.

c) **Fare Changes**

The Carrier may change its fares from time to time at its sole discretion. Notwithstanding, the difference in fares resulting from an increase (other than an approved surcharge) which took effect further to the date of ticket issuance shall not be due or subject to any subsequent collection by the Carrier.

d) **Connecting Flights**

When an area is served by more than one airport and a passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the passenger.

e) **Stopover**

i) A stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination.

ii) In no event will a stopover occur when the passenger departs from the intermediate city on a flight scheduled to depart within 4 hours after the passenger's arrival.

f) **Routing**

A fare applies only to:

i) Transportation via the routing specified by the Carrier in reference to that fare. Any other routing may subject the passenger to an additional charge.

ii) Transportation between the airports. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

g) **Infants**

(C)(A) A maximum of one infant under 2 years of age per accompanying passenger of at least sixteen (16) years of age will be accepted and will be subject to ten percent of the applicable adult fare if held on the lap of the accompanying passenger. Travel documents for the country of destination are required for any infant under age 2.

h) **Children**

(C)(A) Children 2 years of age or older must occupy a seat subject to the applicable adult fare. The same fare will apply for infants under 2 years of age for whom a seat is reserved.

i) **Child Restraint Device**

i) An adult traveling with an infant may reserve an adjacent seat for the purpose of the installation of an approved infant restraint device as described below.

ii) The infant must be properly secured in an infant restraint device which was manufactured on or after January 1, 1981 and which displays inspection sticker CMVSS-213 if made in Canada or is certified as conforming to all applicable U.S. Federal Motor Vehicle Safety Standards or for use onboard aircraft. Also accepted: AmSafe C.A.R.E.S. child restraint system for children between 1 and 4 years old, weighing between 10-20 kilograms and whose height is 100 cm or less.

iii) Instructions for the proper use of the device and its weight and stature capacities must also be prominently displayed on the device. Use of the device may be prohibited if in the opinion of Carrier personnel the infant exceeds the prescribed capacity limits.

iv) The device shall at all times be properly secured in a seat adjacent to an accompanying adult who is familiar with the proper method of releasing the infant from the device. The device may not be located at an emergency exit row or in any seat which would prevent access to an aisle or to emergency or safety equipment.

v) The device must be provided by the adult travelling with the infant. The Carrier assumes no responsibility for the provision of approved infant restraint devices described above.

vi) The charge for the seat in which the device is located shall be the applicable child's fare. Reservations for the adjacent seat are required and must be booked in the same class of service as the reservation for the accompanying adult.

13.1 <u>Fees and charges</u>

a) INTENTIONALLY LEFT BLANK.

The amount to be charged will be incorporated in the fare calculation shown as a Q surcharge by converting the amount into NUC using the applicable IATA rate of exchange (IROE).

b) **Nav Canada Air Traffic Control (ATC) charges**

(i) CDN $ 17.50 per segment from points in eastern Canada - including the followings provinces: Ontario, Québec, New-Brunswick, Newfoundland, Nova Scotia and Prince Edward Island – to all international points except Mexico, the Caribbean, the U.S., Central and South America.

(ii) CDN $ 23.50 per segment from points in western Canada - including the followings provinces: Manitoba, Saskatchewan, Alberta, British Colombia – to all international points except Mexico, the Caribbean, the U.S., Central and South America.

(iii) CDN $ 15.00 per segment from all points in Canada to points in Mexico, The Caribbean, Central and South America.

c) **Intentionally left blank**

(A) d) **International Fuel Surcharge**

For sales and/or tickets issued on/after 01 April 2013, TS will collect, in addition to the airfare, the following fuel surcharge amounts per passenger per segment (or its equivalent in local currency) per TS flight coupon on TS stock:

For flights between points in Canada east of the Ontario/Manitoba border and Europe: **CAD240.00**

For flights between points in Canada west of the Ontario/Manitoba border and Europe: **CAD275.00**

For flights between points in Canada and other points except the United States: **CAD125.00**

For flights between points in Canada and points in the United States: **CAD115.00**

The code YQ will be used. The charge applies on departure. The YQ is charged at the time of ticket issuance and shown in the ticket tax/fee/charges box. It is not commissionable. The YQ fuel surcharge applies to all passengers in all flight classes on all fare types (including infants/children). The YQ charge is refundable for the TS sectors not used and the coupons unused.

SECTION V - MISCELLANEOUS

RULE 14. GROUND TRANSPORTATION

Rates and charges published herein do not include ground transportation. The Carrier does not maintain, operate or provide ground transportation between airports and any other location. Any such services are performed by independent contractors who are not and shall not be deemed to be agents or employees of the Carrier. The Carrier shall not be liable for acts or omissions of such independent contractors, whether or not such ground transportation was arranged for by an employee, agent or representative of the Carrier. Ground transportation costs shall be payable by the scheduled user.

RULE 15. APPLICABLE LAW

The scheduled user contract wherever made or performed shall be governed by and interpreted according to the laws of the Province of Quebec, Canada. The illegality or invalidity of any paragraph, clause or provision contained or referred to in any scheduled contract shall not affect or invalidate any other paragraph, clause or provision contained or referred to in the scheduled user contract and shall not affect or invalidate any other paragraph, clause or provision therein**.**

RULE 16. LOST TICKET

When a passenger loses his/her ticket, the passenger must purchase a new ticket or portion thereof and the Carrier will make a refund to the passenger upon his/her request, subject to the following conditions, provided the original ticket was issued by the Carrier:

a) **Replacement ticket:**

If a passenger wishes to commence or continue his journey, a new ticket must be purchased for the portion of the lost ticket for the intended journey. The replacement ticket will be issued for the lost portion of the journey at the fares and conditions applicable for that portion of the journey on the date of purchase of the replacement ticket.

b) **Application for refund:**

(C) i) The refund will be an amount equal to the fare and charges paid for such new portion purchased, less any carrier compensation fee for changes, if applicable, and less the service charge specified in (iii).

ii) Application for refund of a lost ticket or portion must be made to the general offices of the Carrier for such refunds not later than one month after the expiration date of the lost ticket along with details of the purchase and proof of purchase of new ticket such as receipt of the transaction.

iii) A refund will be made not more than 90 days after receipt of the application and will be made only provided that the lost ticket or portion has not previously been honored for transportation or refunded to any person. Furthermore, the person to whom the refund is made must agree, on the application form prescribed by Carrier, to indemnify the Carrier for any loss or damage which it may sustain by reason of such refund.

c) **Service charge:**

The Carrier will impose a service charge of CDN $ 50.00 per ticket for handling such requests for replacement or refund of a lost ticket or portion thereof.

RULE 17. DENIED BOARDING COMPENSATION

(C) Subject to Rule 21, when the Carrier is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on that flight, the Carrier will take the actions specified in the provisions of this rule in addition to those stipulated in Rule 6.3.

17.1 Request for volunteers

The Carrier will request passengers who are willing to do so, to voluntarily relinquish their confirmed reserved space in exchange for compensation in an amount to be determined by the Carrier. If a passenger is asked to volunteer, the Carrier will not later deny boarding to that passenger involuntarily unless that passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he would have been entitled in that event. The request for volunteers and the selection of such persons to be denied space shall be in a manner determined solely by the Carrier. In exchange for voluntarily relinquishing confirmed space, the Carrier may, at its option, offer to compensate that passenger with a credit valid for the purchase of future transportation on the Carrier in lieu of monetary compensation. The credit shall be of a value equal to or greater than the level of monetary compensation which would otherwise have been offered and shall be valid for travel only on the Carrier within eighteen months from the date of issue and shall be non-refundable, non-endorsable and non-transferable.

17.2 Boarding priorities

Passengers with the highest priority, as listed below, will be the last to be involuntarily denied boarding. Passengers within any of the following categories will be boarded in the order of their arrival at the ticket lift point:

a) Passengers who are aged or physically disabled, regardless of fare paid, and unaccompanied children;

b) Passengers under the age of 16 years who are traveling without a person 16 years or older and who are not traveling on a youth standby fare;

c) Passengers traveling on a Club Class fare;

d) TWOV/Deportee/Inadmissible passengers;

e) Elderly passengers;

f) Families traveling with children;

g) Passengers with confirmed connecting flights.

17.3 Transportation for passengers denied boarding

The Carrier will provide transportation to persons who have been denied boarding, whether voluntarily or involuntarily, in accordance with the provisions below:

(C) a) The Carrier will transport the passenger on its next available flight at no additional cost to the passenger;

b) If the Carrier is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of carriers, at the request of the passenger, will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight, or if space is available on a flight of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger only if it will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.

17.4 Compensation for involuntary denied boarding

(C) In addition to providing transportation as described in paragraph (b) above, the Carrier will compensate the delayed passenger for failure to provide confirmed space. Compensation will be made in accordance with the following provisions:

a) Conditions for payment

i. A passenger holding a ticket for confirmed space must present him/herself for carriage at the appropriate time and place, having complied fully with the Carrier's requirements as to ticketing, check-in and reconfirmation of reservations and having met all requirements for acceptance of transportation published in the Carrier's tariffs.

ii. The flight for which the passenger holds confirmed space must be unable to accommodate the passenger and departs without him/her.

iii. The passenger who has been denied boarding will not be entitled to compensation in the event of the following:

- substitution of equipment of a lesser capacity when required for operational of safety reasons;
- government requisition of space:
- the passenger is offered and refuses a seat in a section of the aircraft other than that specified on the ticket at no extra charge; if a passenger is seated in a section for which a lower fare applies, the passenger shall be entitled to an appropriate refund;

b) Amount of compensation

i) The Carrier will tender liquidated damages in the following amounts: for flights of less than 5 hours duration – CAD 100.00; for flights of 5 hours length or more – CAD 200.00 (or equivalent in local currency) regardless of final destination or fare paid.

ii) If the offer of compensation is accepted by the passenger, such payment shall constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the passenger as a result of the Carrier's failure to provide the passenger with confirmed space.

iii) The Carrier may, at its option, offer to compensate the passenger with credit for free transportation on the Carrier in lieu of monetary compensation. The credit offered will be of a value equal to or higher than that of the monetary compensation due to the passenger and the Carrier will inform the passenger of the amount of cash compensation that would otherwise be due. The passenger may decline the credit and accept the cash. If accepted, the credit will be valid for travel only on the Carrier within one year from the date of issuance and shall be valid for free transportation on any route.

iv) The offer of compensation will be made by the Carrier at the time of failure to provide confirmed space, and, if accepted, will be receipted for by the passenger. Should the Carrier arrange alternate transportation that departs prior to the time the offer can be made to the passenger, the offer shall be made by mail or other means within 24 hours after the time the failure to provide confirmed space occurs.

17.5 Notice provided passengers

The Carrier shall furnish all passengers who are denied boarding involuntarily from flights on which they hold confirmed space a copy of the following written statement:

a) Compensation for denied boarding

If you have been denied a reserved seat on Air Transat you are probably entitled to monetary compensation. This notice explains the airline's obligations and the passenger's rights in the case of an oversold flight, in accordance with tariffs on file with the C.T.A.

b) Volunteers and boarding priorities

If a flight is oversold (more passengers hold confirmed reservations than there are spaces available), no one may be denied boarding against his will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for payment of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the boarding priorities of the Carrier.

c) Compensation for involuntary denied boarding

If you are denied boarding involuntarily, you are entitled to payment of "Denied Boarding Compensation" from Air Transat unless (a) you have not fully complied with the airline's ticketing, check-in and reconfirmation requirements, or you are not acceptable for transportation under the airline's tariffs on file with the Canadian Transportation Agency (b) the flight has been cancelled (c) a government requisition of space has occurred or a smaller capacity aircraft was substituted for safety or operational reasons (d) a reduction of available seating

capacity has occurred for safety or operational reasons (e) you are offered accommodation in a section of the aircraft other than that specified in your ticket, at no extra charge (a passenger seated in a section for which a lower fare applies must be given an appropriate refund).

d) Amount of denied boarding compensation

Passengers who are eligible for denied boarding compensation must be offered either:

i) For flights of less than 5 hours - $100 CDN; 5 hours or more - $200 CDN.

ii) A travel credit on Air Transat equivalent to twice the monetary amount.

e) Method of payment

The Carrier will give each passenger who qualifies for compensation a payment by check for the amount specified above, at the time the involuntary denied boarding occurs. However, if the airline arranges alternate transportation which departs before the payment can be made, the payment will be sent to the passenger within 24 hours. The Carrier may offer travel credits in place of the cash payment. The passenger may, however, insist on the cash payments, or refuse all compensation and bring private legal action.

f) Passenger's options

Acceptance of the compensation (by endorsing the cheque within 30 days) relieves the Carrier from any further liability to the passenger caused by its failure to honour the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

RULE 18. USE OF OXYGEN ON-BOARD

(A) The Carrier provides breathing oxygen on-board for chronic respiratory illness. The passenger requiring such breathing oxygen must submit a request to the Carrier to this effect not less than seven (7) days prior to scheduled departure. As part of this process, the passenger must have a physician complete the required form provided by the Carrier. A fee of $100.00 CDN per oxygen kit will be charged for oxygen service from point of departure to point of destination, stop-over or interline transfer, whichever occurs first. The passenger may use the following types of personal oxygen concentrators on board: AirSep Freestyle, AirSep Lifestyle, Delphi RS-00400, DeVilbiss Helathcare's iGo, Inogen One, Ingoen One G2, International Biophysics LifeChoice, Invacare XP02, Invacare Solo2, Oxlife's Independence Oxygen Concentrator, Respironics EverGo, SeQual Eclispse. These concentrators use lithium batteries, which are accepted for carriage in the cabin only (no more than two spares per passenger). Passengers using such equipment may not be seated in bulkhead or emergency exit rows, as the device must be stowed under the seat in front whenever the fasten seat belt sign is illuminated. Such concentrators must conform with Transport Canada's Carriage of Dangerous Goods Regulations, as well as with carry-on baggage size regulations as per Rule 7. Moreover, the use of personal oxygen concentrators by the passenger is permitted on board subject to 48 hour advance notice in this respect being provided to the Carrier. Such notice must include a declaration by a physician (including basic contact details) that the passenger may fly without risk to himself/herself or to others on board.

SECTION VI – ROUTING GUIDE

RULE 19. ROUTING 1

```
*YTO/YMQ--YQB----------PAR*
*YVR--------YYC-------PAR*
*YYC-----------------PAR*
*YMQ--------BRU*
*YTO/YMQ---------LYS/NCE*
*YVR---YYC---YXY---YEA----------|
*YTO---YHZ---YMQ----------------|
*YTO-----YHZ---YMQ--------------|-----FRA*/MUC*
*YVR----YYC---YEA---YXY---GLA---|
*YVR---YEA---YTO----------------|
*YVR--------YEA-----------------|----BER*
*YTO--------------------------------DUS*
*YVR--------YYC---MAN-----------|
*YVR---YTO----------------------|-----GLA*
*YTO--------MAN---LON-----------|
*YVR--------YYC---GLA-----------|
*YVR---YTO----------------------|-----MAN*
*YTO--------EDI---GLA-----------|
*YVR---YYC---YEA----------------|
*YVR--------YYC---YEA-----------|-----LON*
*YTO--------YMQ---GLA-----------|
*YTO---YMQ----------------------|
*YTO----------------------------|-----ABZ*
*YTO------------MAN-------------|
*YTO-----------------------BFS*
*YTO------------BFS---EXT-------|-----BHX*
*YTO----------------------------|
*YTO-----------------------EXT*
*YTO------------NCL-------------|-----CWL*
*YTO----------------------------|
*YTO----------------------------|-----NCL*
*YTO------------CWL-------------|
*YTO------------MAN-------------|-----EDI*
*YTO----------------------------|
*YTO/YMQ-------NCE/LYS*
*YTO/(YYC)/(YEA)/(YVR)-----AMS*
*YTO----------WAW*
*YTO----------DUB/SNN*
*YTO/YMQ------MRS/TLS/NTE*

(N)
*YMQ----------ROM*
*YTO----------HAM*
```

<u>Issued on not less than one day's notice pursuant to CTA Special Tariff permission #89517.</u>

SECTION VII – FARES AND RATES

RULE 20. CONTRACT BULK GROUP 40 INCLUSIVE TOUR FARES (CBIT40) BETWEEN CANADA AND POINTS OUTSIDE OF CANADA

Contract bulk fares are available for sale to tour operators only. For the purpose of this rule tour operator means a person other than the carrier who contracts to purchase the seats and who produces and promotes the inclusive tour required herein.

20.1 Application

a) Fare type: contract bulk inclusive tour fares apply on economy service for round trip transportation between points in Canada and points in outside of Canada.

b) fares apply between origin and destination on carrier's direct or through services and do not apply to or from intermediate points. No online or interline transfers are permitted.

c) Notwithstanding rule 5 of the governing rules tariff, the contents of this tariff in effect by virtue of the effective date of each page on the date of signing of the contract bulk inclusive tour contract shall govern the contract bulk inclusive tour contract. Should the tour operator and the carrier agree to amend a contract for a series of flights operated within the original period of the contract, the tariff in effect at the time of signing the original contract will apply.

d) General application of fares:

i) when a contract has been executed for not less than (40) forty seats, the tour operator is deemed to have met his requirement providing a minimum of 40 seats are contracted for during a specific calendar week (Monday through Sunday) and not less than 40 seats are contracted for any one day;

ii) when the seats contracted for are utilized only in combination with an inclusive tour as required herein;

iii) for a block of economy class seats for travel from point of origin to the point of destination and return, in the direction as specified, and are not applicable to or from intermediate points;

iv) additional seats may be purchased for cad 250.00 for each additional seat.

20.2 Combinations

Combinations with any other fare shall not be permitted.

20.3 Period of validity

Valid year round.

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20.4 Fares

a) **CBIT40 FARES**
ROUND-TRIP FLIGHT PER PASSENGER IN CAD

From/to:	**Amount:**
Cuba:	
YMX-CCC-YMX	520.00
YMX-VRA-YMX	525.00
YYZ-HOG-YYZ	515.00
YYZ-VRA-YYZ	515.00
YYZ-CCC-YYZ	515.00
YVR-YYC-VRA-YYC-YVR	725.00
Mexico:	
YMX-CUN-YMX	570.00
YYZ-CUN-YYZ	555.00
YVR-CUN-YVR	675.00
Dominican Republic:	
YMX-PUJ-YMX	565.00
YMX-LRM-YMX	555.00
YYZ-PUJ-YYZ	555.00
YYZ-POP-YYZ	545.00
YVR-YYC-PUJ-YYC-YVR	725.00

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20.4 Fares

b) **CBIT40 FARES – WINTER 2004-2005 (November 01 to April 30)**
ROUND-TRIP FLIGHT PER PASSENGER IN CAD

From/to:	**Amount:**	**From/to:**	**Amount:**
Cuba:			
YUL-CCC-YUL	530.00	YYZ-HOG-YYZ	520.00
YUL-HOG-YUL	550.00	YYZ-CCC-YYZ	535.00
YUL-VRA-YUL	540.00	YVR-VRA-YVR	735.00
YQB-CCC-YQB	555.00	YEG-YYC-VRA-YYC-YEG	735.00
YQB-HOG-YQB	535.00	YHZ-VRA-YHZ	495.00
YQB-VRA-YQB	545.00	YTT-VRA-YTT	525.00
YYZ-VRA-YYZ	510.00	YHZ-CCC-YHZ	545.00
Mexico:			
YUL-ACA-YUL	615.00	YYZ-ZIH-YYZ	615.00
YUL-PVR-YUL	640.00	YVR-CUN-YVR	685.00
YUL-CUN-YUL	595.00	YYC-YEG-PVR-YEG-YYC	595.00
YUL-ZIH-YUL	645.00	YVR-PVR-YVR	615.00
YQB-CUN-YQB	650.00	YEG-CUN-YEG	685.00
YYZ-PVR-YYZ	570.00	YYC-PVR-YYC	615.00
YYZ-CUN-YYZ	535.00	YYC-CUN-YYC	695.00
YYZ-ACA-YYZ	580.00	YHZ-CUN-YHZ	525.00
Dominican Republic:			
YUL-LRM-YUL	625.00	YVR-YYC-POP-YYC-YVR	725.00
YUL-POP-YUL	590.00	YYC-PUJ-YYC	725.00
YUL-PUJ-YUL	610.00	YYC-YXE-POP-YXE-YYC	735.00
YQB-POP-YQB	605.00	YVR-YEG-POP-YEG-YVR	735.00
YQB-PUJ-YQB	640.00	YWG-POP-YWG	635.00
YYZ-POP-YYZ	595.00	YWG-PUJ-YWG	635.00
YYZ-PUJ-YYZ	590.00	YYC-YEG-PUJ-YEG-YYC	745.00
YYZ-LRM-YYZ	570.00	YHZ-PUJ-YHZ	565.00
YEG-PUJ-YEG	675.00	YHZ-POP-YHZ	555.00
YVR-PUJ-YVR	745.00	YYT-POP-YYT	575.00
		YQM-PUJ-YQM	545.00

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20.5 Length of stay

Return travel shall not be commenced prior to the seventy-second (72) hour after the hour of commencement of travel from the point of origin.

20.6 Stopovers

No stopovers are permitted except at the point of turnaround.

20.7 Children's and infants' fares

Rule 13 h) (children's fares) is not applicable to fares governed by this rule.
Exception: Accompanied infants under 2 years of age not occupying a seat will be carried as per rule 13 g).

20.8 Tour requirements

Contract bulk arrangements may only be made for the purpose of carrying passengers who have purchased inclusive tours to the country of destination which shall include, in addition to air travel the following features:

a) commercial sleeping accommodations for the total duration of the trip;

b) ground transportation between airports or surface terminals and commercial accommodations used at all points other than the point of origin of the tour;

c) the minimum selling price of the tour including the tour features above shall not be less than the applicable prorate of the contract price per seat plus cad 16.00 (cad 8.00 for children 2-11 years of age sharing accommodation with a participant) for each night accommodation except that no such amount:

   i) shall be less than cad 60.00 (cad 30.00 for children 2-11 years of age sharing accommodation with a participant), and;

   ii) for tours of more than ten nights, need be more than cad 160.00 (cad 80.00 for children 2-11 years of age sharing accommodation with a participant).

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20.9 Group requirements

Contract bulk fares are subject to the following conditions:

a) the minimum number of seats required above, or a higher number may be contracted for by one, two or three tour operators;

b) each tour operator must execute a contract in the form required by the carrier for the entire program when seat reservations are confirmed;

c) if one, two or three tour operators who together contract for a minimum number of seats fails to meet all the requirements for a departure, all seats purchased on that departure will be cancelled by the carrier and each tour operator agrees to indemnify and hold harmless the carrier from any claims or damages as a result of such action;

Exception: when a carrier cancels seats contracted for by one tour operator for failure to meet the requirements, the carrier will not cancel any remaining seats contracted for by the other tour operator(s) when:

i) the remaining number of contracted seats are not less than the minimum number required as published in (a)(4)(a) of this rule;
ii) the remaining tour operator(s) agree to purchase additional seats to meet the required minimum.

d) where more than one tour operator contracts for a minimum number of seats no one tour operator may contract for less than (40) forty seats for each departure;

e) a deposit of cad 10,000.00 or 5 percent of the total contract price, whichever is less, shall be paid on execution of a contract between the tour operator(s) and the carrier;

f) full payment for seats on each round trip contracted shall be made by the tour operator(s) to the carrier fourteen (14) days before the date of departure of the outgoing flight and the foregoing deposit less any cancellation fees that remain payable by the tour operator(s) shall be deducted from the payment for the seats on the last round trip to be operated;

g) when additional seats are requested fourteen (14) days or less before departure full payment must be made when reservation is confirmed.

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20.10 Reservations and ticketing

The tour operator shall be responsible for:

a) delivering to each member of the inclusive tour a passenger ticket and baggage check issued by the carrier or by the contracting tour operator on behalf of the carrier;

b) providing additional documentation in a form acceptable to the carrier specifying the additional tour features required for each member of the inclusive tour group;

c) ensuring that the tickets and documentation required are available for inspection by the carrier during check-in prior to departure.

20.11 Routing/rerouting

No rerouting is permitted.

20.12 Cancellation and refunds

a) the tour operator may not cancel fewer than all seats purchased on a flight and no refund shall be paid by the carrier for seats not used at the time of departure;

Exception: where the tour operator has contracted for more than the minimum group size outlined in this rule, the seats in excess of the minimum group size may be cancelled subject to the provisions in sub-paragraph b) below.

b) the tour operator may cancel all seats purchased on a flight at any time prior to departure, but, when seats are cancelled pursuant to this rule, the tour operator shall pay the carrier a cancellation fee by way of liquidated damages and not as a penalty as follows:

i) where seats are cancelled thirty (30) days or more prior to the date of departure the fees will be:

- where more than the minimum number of seats has been purchased, up to ten (10) percent of the seats contracted for on a flight may be cancelled without charge except that the residual number of seats must not be less than the minimum group sizes in paragraph 20.1 d) i) of this rule;

- where more than the minimum number of seats has been contracted for on a flight the remainder of seats in excess of the minimum group size after deducting 20.9 above may be cancelled at a charge of ten (10) percent of seat prices per seat cancelled;

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- except as provided above, cancellation of the remainder of the seats purchased on a flight shall be subject to a cancellation charge of twenty (20) percent of the contract bulk inclusive tour fare published in this tariff.

ii) where seats are cancelled less than thirty (30) days) before the date of departure the fee will be forty (40) percent of the contracted fare for the seats cancelled if the carrier subsequently cancels the flight or flights on which the seats are booked or ninety (90) percent of the contracted fare for the seats cancelled if the carrier operates the flight or flights on which the seats are booked;

iii) where more than one tour operator has contracted for a unit of seats on a flight as defined in this rule and any of the tour operator(s) cancels its seats, the carrier shall cancel the balance of the seats contracted for by the other tour operator(s) unless:

- the remaining number of contracted seats are not less than the minimum number required or;
- the remaining tour operator(s) agree to purchase additional seats to meet the required minimum.

c) Except as provided in paragraph 20.14 below, in the event of cancellation of a flight or flights by the carrier full refund of payments made with respect to seats cancelled on such flight or flights shall be made by the carrier and the liability to make such refund shall constitute the sole liability of the carrier to the tour operator who shall indemnify and hold harmless the carrier, its servants and agents from and against any and all claims by whomsoever made as a result of such cancellation.

In the event of cancellation of a contract for seats by the tour operator before departure full refund of payments made with respect to such contract shall be made by the carrier, less any applicable cancellation fees and the liability to make such refund shall constitute the sole liability of the carrier to the tour operator who shall indemnify and hold harmless the carrier, its servant and agents from and against any and all claims by whomsoever made as a result of such cancellation.

d) Any refunds to passengers shall be the sole responsibility of the tour operator.

e) Voluntary rerouting shall not be permitted.

20.13 Rules and discounts not applicable

The following rules are not applicable: 13 (h) children's fares.

Issued on not less than one day's notice pursuant to CTA Special Tariff permission #88108.

20.14 Other conditions

a) Carriage of ineligible passengers: in the event that any passenger does not qualify as a contract bulk inclusive tour passenger pursuant to any of the conditions published in this rule, the tour operator shall pay to the carrier in addition to the contract price an amount equal to the lowest applicable individual economy fare for the air transportation provided.

b) Commission: no commission shall be paid by the carrier for the sale of transportation on a bulk inclusive tour contract.

c) Failure to operate or failure to carry:

i) liability of carrier: except to the extent provided in paragraph ii) below, the carrier shall not be liable for failure to operate any flight according to schedule or for changing the schedule of any flight, with or without notice to the passenger;

ii) option of passengers and carrier: whenever the carrier fails to operate any flight according to schedule, or changes the schedule of any flight, or cancels reservations of the tour group because of reasons beyond its control, the carrier shall transport the group on the first flight of the same class of service originally held by the group on which space is available.

d) Indemnity

i) The tour operator shall indemnify the carrier against all claims and expenses (including legal costs) in respect of any liability to third persons (including but not limited to passengers) for any damage whatsoever arising out of any act or omission of the tour operator, its servants or agents resulting in liability of the carrier;

ii) the carrier shall indemnify the tour operator against all claims and expenses (including legal costs) in respect of any liability to third persons (including but not limited to passengers) for any damage whatsoever arising out of any act or omission of the carrier, its servants or agents resulting in liability of the tour operator.

e) Refusal to transport

In addition to the provisions published elsewhere in this tariff, or the governing tariffs, the carrier will refuse transportation when:

i) the documentation required in paragraph 20.10 above is not available, or

ii) the carriage of any member of the inclusive tour group contravenes any portion of the rule.

f) Seats sold to tour operators and not occupied at time of departure may be used by the carrier.

Issued on not less than one day's notice pursuant to CTA Special Tariff permission #88108.

RULE 21 – ADDITONAL PASSENGER SERVICE COMMITMENTS

1. Given that passengers have a right to information on flight times and schedule changes, the Carrier will make reasonable efforts to inform passengers of delays and schedule changes and to the extent possible, the reason for the delay or change.

2. (i) Given that passengers have a right to take the flight they paid for, if the passenger's journey is interrupted by a flight cancellation or overbooking, the Carrier will take into account all the circumstances of the case as known to it and will provide the passenger with the option of accepting one or more of the following remedial choices:

   a) transportation to the passenger's intended destination within a reasonable time at no additional cost ;

   b) return transportation to the passenger's point of origin within a reasonable time at no additional cost;

   c) **(C)** where no reasonable transportation option is available and upon surrendering of the unused portion of the ticket, a cash amount or travel credit (at the passenger's discretion) in an amount equal to the fare and charges paid will be refunded or provided as a credit where no portion of the ticket has been used. Where a portion of the ticket has been used, an amount equal to the lowest comparable one-way fare for the class of service paid for shall be refunded or provided as a credit in the event of a one-way booking/itinerary, and for round-trip, circle trip or open jaw bookings/itineraries, an amount equal to fifty percent of the round-trip fare and charges for the class of service paid for, for the unused flight segment(s), shall be refunded or provided as a credit.

   (ii) When determining the transportation service to be offered, the Carrier will consider:

   (a) available transportation services, including services offered by interline, code sharing and other affiliated partners and, if necessary, other non-affiliated carriers;

   (b) the circumstances of the passenger, as known to it, including any factors which impact upon the importance of timely arrival at destination.

   (iii) **(C)** Having taken all the known circumstances into consideration, the Carrier will take all measures that can reasonably be required to avoid or mitigate the damages caused by the overbooking or cancellation. Where a passenger who accepts option (a) or option (b) or option (c) nevertheless incurs expense as a result of the overbooking or cancellation, the Carrier will in addition offer a cash payment or travel credit, the choice of which will be at the passenger's discretion.

   (iv) When determining the amount of the offered cash payment or travel credit, the Carrier will consider all circumstances of the case, including any expenses which the passenger, acting reasonably, may have incurred as a result of the overbooking or cancellation, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with a view to reimbursing the passenger for all such reasonable expenses.

(v) The rights of a passenger against the Carrier in the event of overbooking or cancellation are, in most cases of international carriage, governed by an international convention known as the Montreal Convention, 1999. Article 19 of that Convention provides that an air carrier is liable for damage caused by delay in the carriage of passengers and goods unless it proves that it did everything it could be reasonably expected to do to avoid the damage. There are some exceptional cases of international carriage in which the rights of the passengers are not governed by an international convention. In such cases only, a court of competent jurisdiction can determine which system of laws must be consulted to determine what those rights are.

3. Given that passengers have a right to punctuality, the Carrier will do the following:

   a) If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provide the passenger with a meal voucher;

   b) If a flight is delayed by more than 8 hours and the delay involves an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not start their travel at that airport;

   c) If the passenger is already on the aircraft when a delay occurs, the Carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and the aircraft commander permits, the Carrier will offer passengers the option of disembarking from the aircraft until it is time to depart.

4. Given that passengers have a right to retrieve their luggage quickly, if the luggage does not arrive on the same flight as the passenger, the Carrier will take steps to deliver the luggage to the passenger's residence/hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of the luggage and will provide the passenger with an over-night kit as required. Compensation will be provided as per the provisions of this tariff.

5. **(C)** Given that nothing in this tariff would make the Carrier responsible for acts of force majeure per Rule 5.3 or for the acts of third parties that are not deemed servants and/or agents of the Carrier per applicable law or international conventions, the Carrier will not be held responsible for inclement weather or for the actions of such third parties including governments, air traffic control service providers, airport authorities, security and law enforcement agencies, or border control management authorities.

6. In the event of a conflict between the provisions of this Rule and those of any other rule in this tariff, the provisions of this Rule shall prevail except with respect to Rule 5.3.

RULE 22

22.1 Option Plus

Option Plus

Option Plus is available on all Air Transat flights and provides additional privileges and services in Economy Class.

The privileges and services included in the Option Plus package are:

- Advance Seat Selection (roundtrip)
- Priority check-in at a dedicated check-in counter (or, where applicable, at the Club Class counter)
- Priority baggage delivery
- An additional baggage allowance of 10 kg per flight segment*
- Priority queue at security checkpoints in Montreal and Vancouver
- Priority boarding
- A 200 mL bottle of champagne (Europe and Southern destinations)
- 1 alcoholic (or non alcoholic) beverage during bar service
- Wine or beer with the meal
- A snack from On Board Bistro
- A complimentary Air Transat amenity kit on flights from Canada to Europe
- Complimentary headsets

***** The additional baggage allowance of 10 kilos does not apply on flights to the following destinations: Haiti, Portugal, Barbados, Grenada, Trinidad and Kingston (Jamaica).

Additional information

- Maximum number of Option Plus packages per flight segment: 48
- Children aged 11 and under receive the same privileges with regard to the following:
    - Priority check-in at a dedicated counter
    - Priority baggage delivery
    - Priority queue at security checkpoints in Montreal and Vancouver
    - Priority boarding
- The seats and meals are the same as in Economy Class
- Purchase available through the Air Transat Information and Seat Selection Centre or Air Transat website in advance of travel
- **(C)** Purchase available day of flight at select airports, but does not include advanced seat selection and additional baggage allowance.

Pricing Grid

Sunshine destinations (including Florida)	**(R)** Rates: $44.50-$129
Europe (including UK)	**(R)** Rates: $59.50 -$209

22.2 Kilo*flex* Summary

- Kilo*flex* is a product for purchasing excess baggage kilos in advance at a 33% discount on regular excess baggage charges at the airport
- Minimum purchase of 10 kilos
- Maximum purchase of 50 kilos
- Vouchers are exchanged for kilos (one voucher is valid for up to 5 kilos)
- Purchased through the Air Transat Information and Seat Selection Centre
- Vouchers valid only on the flights in the passenger's file
- Vouchers are not transferrable, or exchangeable for other vouchers/nor can they be exchanged for money
- **(C)**Kilo*flex* can be purchased for all flight segments from Canada *except* to Europe, Haiti, Barbados, Grenada, Trinidad and Kingston (Jamaica)
- Passengers must contact Air Transat at least 10 working days before flight departure
- Kilo*flex* vouchers are delivered by Purolator (passenger's signature required upon receipt)
- A $10 delivery charge applies
- Available for sale to Canadian-originating traffic only

(C) Pricing grid

Regular charges – purchased at the airport	Kilo*flex* Charges
CAD$15/kilo	CAD$10/kilo

INTERNATIONAL CHARTER TARIFF

CONTAINING RULES

APPLICABLE TO THE CHARTER OF AIRCRAFT

FOR THE TRANSPORTATION OF

PASSENGERS AND BAGGAGE OR GOODS

BETWEEN

POINTS IN CANADA ON THE ONE HAND

AND

POINTS OUTSIDE CANADA ON THE OTHER HAND

FOR

ADVANCE BOOKING CHARTERS
INCLUSIVE TOUR CHARTERS
COMMON PURPOSE CHARTERS

ISSUE DATE	ISSUED BY	EFFECTIVE DATE
August 30, 2005	*George Petsikas* *Director, Government Affairs* *5959 Cote-Vertu Blvd* *Montreal, Quebec, H4S 2E6*	*November 1, 2005*

CHECK SHEET

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

Page Number		Number of Revision	Page Number		Number of Revision
1		First	21		First
2	**(C)**	Thirty-Third	22		First
3		Second	23		Fourth
4		Original	24		Second
5		Original	25		Sixteenth
6		Original	26		Eleventh
7		Third	27		Second
8		Original	28		Fourth
9		Fourth	29		Second
10		Second	30		Second
11		First	31		Third
12	**(C)**	Seventh	32		Original
12a		Original			
13	**(C)**	Fourth	33		First
14	**(C)**	Fourth	34		Seventh
15		Original	35	**(C)**	Second
16		First	36		Second
17		Third	37		Original
18		First	38		Original
19		Original	39		Third
20	**(C)**	Fifth	40	**(C)**	Third
			40a	**(C)**	First
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EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA(A)	Canadian Transportation Agency
IATA	International Air Transport Association
Cont'd	Continued
No.	Number
$	Dollar(s)
(R)	Denotes reductions
(A)	Denotes increases
(C)	Denotes changes which result in neither increases nor reductions
(X)	Denotes cancellation
(N)	Denotes addition
CAN	Canadian

SECTION I - GENERAL RULES

RULE 1. DEFINITIONS

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

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

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

(a) one charterer, all the charterers or a combination of charterers and foreign origin charterers contract for the entire passenger seating capacity of the aircraft for hire to the public;

(b) if the passenger seating capacity of the aircraft is at least 20 passenger seats, each charterer and each foreign origin charterer contracting for passenger seats contracts for at least 20 passenger seats for hire to the public; and

(c) if the passenger seating capacity of the aircraft is less than 20 passenger seats, one charterer charters the entire passenger seating capacity of the aircraft for hire to the public.

"Air Waybill" means a non-negotiable airbill of the required number of copies, covering the cargo transported by the Carrier subject to this tariff.

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

"Baggage Check" means that portion of the ticket which provides for the carriage of checked baggage and which is issued by the Carrier as a receipt for such baggage.

"Baggage Tag" means a document issued by the Carrier solely for identification of checked baggage, (strip) tag portion of which is attached by the Carrier to a particular article of checked baggage and the baggage (claim) tag portion of which is given to the passenger.

"Cargo" means any goods, except baggage and mail, which can be transported by international commercial air services.

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

“Carriage of Goods on Passenger Charters” means goods carried for hire or reward in the bellyhold of an aircraft used for an ABC, ABC/ITC, ITC or CPC provided that:

(a) part of the bellyhold of the aircraft is not required for use pursuant to one or more passenger charter contracts;

(b) carriage is between the points served for the purpose of embarking or disembarking passengers;

(c) carriage pursuant to one or more charter contracts of which may be for only part of the bellyhold, and;

(d) the CTA has issued a permit or is deemed to have issued a permit to the air carrier for the operation of the ABC, ABC/ITC or CPC.

"Carrier" means Air Transat A.T. Inc. that carries or undertakes to carry the passenger and his/her baggage thereunder or performs or undertakes to perform any other service or services related to the carriage.

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

“Charter Flight” means the movement of an aircraft transporting the Charterer's passengers, baggage or goods from the point of take off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

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

"Circle Trip" means any trip, the ultimate destination of which is the point of origin, but which includes, at least, a stop at one other point, and which is not made via the same routing in both directions.

"Class of Service" means the compartment of the aircraft in which the passenger is entitled to be transported pursuant to the general schedule of the Carrier.

"C.O.B." means “carrying on business under firm name and style of ... ”.

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

(a) to and from a CPC event, or

(b) in connection with a CPC educational program.

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

"Connecting Service" means a flight itinerary involving two or more flight numbers per origin-destination segment and requiring at least one change of aircraft at one or more stops.

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

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

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

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

(a) is of apparent and considerable significance unrelated to the general interest inherent in travel, and:

(b) is not being created or organized for the primary purpose of generating charter air traffic.

"CTA" means the Canadian Transportation Agency.

"Department of Transportation" means *U.S. Department of Transportation*.

"Destination" means the point to which the passenger(s) to be transported on a flight is bound.

"Direct Service" means a flight itinerary with or without stops involving only one through flight number per origin-destination segment and not involving stopovers and/or change of aircraft.

(C) **"**Emergency exit row seats" means seats 14A, 14B, 14C, 14D, 14E, 14F, 14H, 14J and 14K in and A310; seats 11A, 11B, 11J, 11K, 31A, 31B, 31D, 31E, 31F, 31G, 31J and 31K in an A330-300; and seats 9A, 9B, 9C, 9D, 9E, 9F, 9H, 9J, 9K, 30A, 30B, 30C, 30D, 30E, 30F, 30H, 30J and 30 K in an A330-200.

"Entity Charter" means a charter in which:

(a) the cost of transportation of passengers or goods is paid by one person, company or organization without any contribution, direct or indirect, from any other person, and;

(b) no charge or other financial obligation is imposed on any passenger as a condition of carriage or otherwise in connection with the trip.

"Ferry Charges" means those charges leviable upon and payable by the Charterer to the Carrier when an aircraft of the type requested by the Charterer is not available at the point of origin of the charter flight and the Carrier must move such aircraft to that point and from the destination point of the charter flight to a point required by the Carrier to re-position the aircraft after the charter flight is complete.

"Ferry Flight" means the movement of an aircraft without the Charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the Carrier.

"Flight" means the movement of an aircraft from the point of take-off to the first point of landing (technical or fuel-stops not included).

"Goods" means anything that can be transported by air, including animals, other than in plane-load and baggage.

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

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

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

(a) transportation;

(b) accommodation, and;

(c) where applicable, tour features.

“International Carriage” will have the same meaning as in the definition outlined in the Convention.

"Miscellaneous Charges Order" means a document issued by the Carrier or its agents requesting provision of services to the person named in such document.

"Open Jaw Trip" means any trip which is essentially of a round trip or circle trip nature but the point of departure and the inward point of arrival or the outward point of arrival and inward point of departure of which are not the same.

"Operational Stop" means a stop at any point for non traffic purposes including, but not limited to, refueling and crew changes.

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

"Outward Destination" means that stopover point on the passenger's itinerary which is furthest from the passenger's point of origin.

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the Carrier pursuant to a charter contract.

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

"Reroute" means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger, or to honor the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

"Round Trip" means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions.

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

“Routing” means the Carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff.

"Schedule Irregularity" means any of the following irregularities but does not include disruptions resulting from labour disturbances and/or strikes:
(a) delay in scheduled departure or arrival, of more than six (6) hours, of the Carrier's flight resulting in a misconnection, or
(b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the Carrier's flights, or
(c) substitution of equipment, or
(d) an advancement of scheduled departure time on the day of operation greater than the minimum period established by the Carrier for the passenger to check-in.

"Special Drawing Rights" or "SDR" means a special unit currency, the currency values of which fluctuate and are recalculated each banking day as reported.

“Ticket” means a passenger ticket issued to passengers to be carried on a flight, the baggage check and accompanying notices that incorporate the terms and conditions of this tariff and contract of carriage.

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

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

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

“Transportation”, in respect to an inclusive tour, means the transport of the tour participants and their personal baggage by air or other modes between:
(a) all points in the tour itinerary, and;
(b) airports or surface terminals and the location where accommodation is provided in the tour itinerary other than the point of origin.

(C) “Two-by-two seats” means seats 25A, 25B, 25J, 25K, 26A, 26B, 26J, 26K, 27A, 27B, 27J, 27K, 28A, 28B, 28J, 28K, 29A, 29B, 29J, 29K, 30A, 30B, 30J, 30K, 31A, 31B, 31J, 31K in a A310 and seats 37A, 37B, 37J, 37K, 38A, 38B, 38J, 38K, 39A, 39B, 39J, 39K, 40A, 40B, 40J, 40K, 41A, 41B, 41J, 41K, 42A, 42B, 42J, 42K, 43A, 43B, 43J and 43K in an A330-200, and 47A, 47B, 47J, and 47K in an A330-300.

Definitions of Areas

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

(C) "Europe" means the area comprised of all of the countries within the continent of Europe, excluding the United Kingdom.

(C) “United Kingdom” means the area comprised of all of the countries within United Kingdom.

"United States of America" or " United States" means the area comprised of the 48 contiguous federates states; the Federal District of Colombia, Alaska, Hawaii, Puerto Rico, the Virgin Islands, Samoa, Guam, Midway and Wake Island.

RULE 2. APPLICATION OF TARIFF

(a) This tariff contains the rules, regulations, terms and conditions of carriage upon the basis of which the Carrier supplies or agrees to supply charter flights between points in Canada and points outside of Canada for which the Carrier is authorized to operate such flights to the same extent as if the contents of this tariff were included in the terms and conditions of`:

i) Any air waybill or ticket; and,

ii) Any charter contract between the Carrier and a third party.

(b) The contents of this tariff form part of any contract of carriage between the Carrier and any third party and in the event of any conflict between this tariff and the charter contract, this tariff shall prevail.

(c) All obligations incurred by the Carrier under any ticket, air waybill or charter contract are subject to compliance by the parties thereto with applicable laws and regulations and are further subject to such affirmative acts, findings, clearances and approvals as may be required on the part of any government or governmental agency for the lawful discharge thereof; and the transportation herein described shall be performed according to and subject to any and all rules and regulations of the CTA and any other governmental agency having jurisdiction. The Carrier shall not be held answerable for damage or otherwise subject to penalties or forfeitures under any ticket, air waybill or charter contract, for delay or omissions attributable to any law, regulation or government or governmental agency as aforesaid, nor in the event that any flight cannot be flown as a result of an official act of the CTA, including the denial or cancellation of any necessary authority to the Carrier, provided that any such denial, cancellation, delay or omission did not result from any negligence or default on the part of the Carrier.

(d) Carriage is subject to the rules, fares and charges in effect on the date on which such carriage commences at the point of origin designated on the tickets. References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.

(C) (e) The Carrier will be responsible for the furnishing of transportation only over its own lines.

(f) 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.

RULE 3. CURRENCY

All monetary amounts published in this tariff are stated in the lawful currency of Canada unless otherwise specified.

Issued on not less than one day's notice pursuant to CTA Special Tariff permission #80154.

RULE 4. CONDITIONS OF CARRIAGE

4.1 Charter Agreement

The Charterer shall enter into a Charter Agreement with the Carrier pursuant to the terms of this tariff, which will specify the dates and times of departure and arrival, the places of origin and destination, any agreed stopping places, the number of seats contracted for, aircraft type, total charter price, terms of payment and such other particulars as may be determined by the Charterer and the Carrier. The Charter Agreement, wherever made or performed shall be governed by and interpreted in accordance with the laws of the Province of Quebec, Canada.

4.2 Substitution of Aircraft:

a) When, due to causes beyond the control of the Carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of the Charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).

b) When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the Charterer agrees to pay the rates and charges a0pplicable to the substituted aircraft.

c) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.

4.3 **(C)** Responsibility for schedules and operations (Subject to Rule 17):

a) The Carrier will endeavor to transport passengers and baggage with reasonable dispatch. Times shown in schedules, scheduled contracts, tickets, air waybills or elsewhere are not guaranteed. Flight times are subject to change without notice. The Carrier assumes no responsibility for making connections.

b) Schedules are subject to change without notice. The Carrier is not responsible or liable for failure to make connections, or for failure to operate any flight according to schedule, or for a change to the schedule of any flight. However, where a routing modification subsequent to the purchase of travel results in a change from a direct service to a connecting service, the Carrier will, upon request by the passenger, provide a full refund of the unused portion of the fare paid. Under no circumstances shall the Carrier be liable for any special, incidental or consequential damages arising directly or indirectly from the foregoing (including the carriage of baggage) whether or not the Carrier had knowledge that such damages might be incurred. Notwithstanding, the Carrier will make reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.

c) Without limiting the generality of the foregoing, the Carrier cannot guarantee that a passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier. Notwithstanding, if the baggage does not arrive on the same flight, the Carrier will take steps to deliver the baggage to the passenger’s residence/hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of delivery and will provide the passenger with an overnight kit, as required.

d) If a flight is delayed for more than four (4) hours beyond scheduled departure time, the Carrier will provide the passenger with a meal voucher. If the flight is delayed more than eight (8) hours and requires an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not originate their travel at that airport. If the delay occurs while onboard, the Carrier will offer drinks and snacks, where it is safe to do so. If the delay exceeds 90 minutes and if the aircraft commander permits, the Carrier will offer passengers the option of disembarking until it is time to depart.

e) (i) In the event of an involuntary re-routing of a flight, the Carrier will ensure that the passenger is routed or transported to his/her ultimate destination, as per the contract of carriage. If no reasonable transportation can be arranged, the Carrier will offer the passenger a cash payment or travel credit. When determining the amount of the offered cash payment or travel credit, the Carrier will consider all circumstances of the case, including any expenses which the passenger, acting reasonably, may have incurred as a result of the overbooking or cancellation, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with a view to reimbursing the passenger for all such reasonable expenses. The option of choosing between a cash payment or travel credit will be at the passenger's discretion.

(ii) The rights of a passenger against the Carrier in the event of overbooking or cancellation are, in most cases of international carriage, governed by an international convention known as the Montreal Convention, 1999. Article 19 of that Convention provides that an air carrier is liable for damage caused by delay in the carriage of passengers and goods unless it proves that it did everything it could be reasonably expected to do to avoid the damage. There are some exceptional cases of international carriage in which the rights of the passengers are not governed by an international convention. In such cases only, a court of competent jurisdiction can determine which system of laws must be consulted to determine what those rights are.

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4.4 Subcontracting:

The Carrier may, without notice and subject to any necessary approval of the CTA or other government authority, sub-contract a charter flight. In the event that the Carrier sub-contracts a charter flight, the charter price to the Charterer shall not be increased in respect of such flights. The Charterer shall not wholly or partially sub-contract any charter flight without obtaining the written consent of the Carrier. In the event of a sub-contract, the Charterer shall remain liable to the Carrier for full performance of his/her obligations under the relevant Charter Agreement.

4.5 Force Majeure

4.5.1 Notwithstanding any other terms or conditions contained herein, the Carrier shall not be liable for failure in the performance of any of its obligations due to:

a) Act of God.
b) War, revolution, insurrection, riot, blockade or any other unlawful act against public order or authority including an act of terrorism involving the use or release or threat thereof, of any nuclear weapon or device or chemical or biological agent.
c) Strike, lock-out, labour dispute, or other industrial disturbance whether involving the Carrier's employees or others upon whom the Carrier relies.
d) Fire, flood, explosion, earthquake, adverse weather conditions, storm/lightening, infectious disease outbreak, epidemic, pandemic, public health emergency and quarantine.
e) Accidents to or failure of the aircraft or equipment used in connection therewith.
f) Non-availability of fuel at the airport of origin, destination or enroute stop.
g) Others upon whom the Carrier relies for the performance of the whole or any part of any charter contract or flight.
h) Government order, regulation, action or inaction.
i) Unless caused by its negligence, any difference in weight or quantity of cargo from shrinkage, leakage or evaporation.
j) The nature of the cargo or any defect in the cargo or any characteristic or inherent vice therein.
k) Violation by a consignor, consignee or any other party claiming an interest in the cargo of any of the terms and conditions contained in this tariff or in any other applicable tariff including, but without being limited to, failure to observe any of the terms and conditions relating to cargo not acceptable for transportation or cargo acceptable only under certain conditions.
l) Improper or insufficient packing, securing, marking or addressing.
m) Acts or omissions of warehouseman, customs or quarantine officials or other persons other than the Carrier or its agents, in gaining lawful possession of the cargo.
n) Compliance with delivery instructions from the consignor or consignee.
o) Any other causes beyond the reasonable control of the Carrier.

(C)

p) Failure to obtain the approval of government agency, commission, board or other tribunal having jurisdiction in the circumstances as may be required to the conduct of operations hereunder or any government or legal restraint upon such operation.

q) Loss of or hijacking of aircraft, or any shortage of or inability to provide labour, fuel or facilities.

r) Any other event not reasonably to be foreseen, anticipated or predicted, whether actual, threatened or reported, which may interfere with the operations of the Carrier.

4.5.2 Upon the happening of any of the foregoing events, the Carrier may without notice cancel, terminate, divert, postpone or delay any flight whether before departure or enroute. If the flight, having commenced is terminated, the Carrier shall refund the unused portion of the flight and shall use its best efforts to provide alternate transportation to the destination for the passengers and baggage at the expense and risk of the passenger or shipper.

4.6 Compliance by charterer, passenger or shipper

The Charterer, all passengers and all shippers shall fully comply with all of the terms and conditions, rules and regulations set out in this tariff. Failing such compliance, the Carrier shall be entitled to cancel any charter contract or ticket. Refunds will be provided where applicable.

4.7 Use of space

The Charterer shall have the right to utilize all available space on the chartered aircraft, but such space as is not utilized by the Charterer may be used by the Carrier, provided that the Carrier obtains the necessary approvals of the Canadian Transportation Agency (CTA).

4.8 Flight Operations

4.8.1 Selection of Flight Route

The Carrier shall have the right to select the route for the flight, provided, however, the shortest route which in the opinion of the Carrier is safe, feasible and duly authorized by any competent authority having jurisdiction, shall be followed.

4.8.2 Pilot's Discretion

The aircraft at all times shall be under the exclusive control of the pilot-in-command, whose orders shall be strictly complied with by any charterer and all passengers and shippers. The pilot of the aircraft shall have complete discretion concerning the load carried and its distribution and as to whether a flight should be undertaken or diverted and as to where and when and under what circumstances landing should be made and all such decisions of the pilot shall be accepted and agreed to by any charterer, the passengers and the shippers.

RULE 5. TERMS OF PAYMENT

The Charterer shall pay to the Carrier the total charter price, together with any applicable charges as set forth hereunder. Payment shall be made in Canadian dollars or in any other currency acceptable to the Carrier in an amount equivalent to the Canadian dollar amount converted at the Bank Buying Rate in effect on the date payment is made.

5.1 Advance booking, common purpose, entity and inclusive tour charters between Canada and points in the United States, Mexico, The Caribbean, Central and South America:

a) A letter of guarantee or surety or cash deposit in the amount of **CA $10,000** is remitted upon signature and returned or revoked upon full payment of charter price.

b) Payment for charter flights shall be made **14** days prior to the flights in question, except for charterers who have contracted with the Carrier for flying in excess of **CA $800,000** per week, in which case payment shall be made **7** days prior to the flight.

5.2 Advance booking, common purpose, entity and inclusive tour charters between Canada and all other points:

a) A letter of guarantee or surety or cash deposit in the amount of CA **$10,000** is remitted upon signature and returned or revoked upon full payment of charter price.

b) Payment for charter flights shall be made **21** days prior to the flights in question. However, payments may be made **14** days in advance by charterers who have contracted with carrier for flying totaling in excess of **CA $500,000** per week.

RULE 6. CANCELLATION FEES

6.1 Where one charterer contracts for the entire passenger seating capacity of an aircraft for the performance of one or more charter flights, the Charterer may cancel such flight(s) by notifying the Carrier in writing at any time prior to the date of departure specified in the applicable Charter Agreement, and the Charterer shall pay to the Carrier a cancellation fee, by way of liquidated damages and not as a penalty, in an amount determined as follows:

a) not less than ninety (90) days prior to the scheduled date of departure: ten percent (10%) of the price related to the flight or flights cancelled;

b) not less than sixty (60) days but not more than eighty-nine (89) days prior to the scheduled date of departure: twenty percent (20%) of the price related to the flight or flights cancelled;

c) not less than thirty (30) days but not more than fifty-nine (59) days prior to the scheduled date of departure: fifty percent (50%) of the price related to the flight or flights cancelled;

d) not less than seven (7) days but not more than twenty-nine (29) days prior to the scheduled date of departure: seventy five percent (75%) of the price related to the flight or flights cancelled.

(C) e) seven (7) days or less prior to the scheduled date of departure: one hundred percent (100%) of the price related to the flight or flights cancelled.

6.2 When more than one charterer contracts for the entire passenger seating capacity of an aircraft for the performance of a charter flight, all such charterers may jointly cancel such charter by notifying the Carrier in writing at any time prior to the date of departure specified in the applicable Charter Agreement and each charterer shall pay to the Carrier a cancellation fee, by way of liquidated damages and not as a penalty, an amount determined in accordance with paragraph 6.1.

6.3 Where more than one charterer contracts for the entire passenger seating capacity of an aircraft for the performance of a charter flight and one or more, but not all charterers, request cancellation, such charterer may cancel the number of seats contracted for on such charter flight by notifying the Carrier in writing at any time prior to the date of departure specified in the applicable Charter Agreement, and charterer shall pay to the Carrier a cancellation fee of a hundred per cent (100%) whatever the delay prior to flight concerned.

(C) 6.4 Should the Charterer become insolvent, or make an assignment by the operation of any law whatsoever for the benefit of creditors, or take the benefit of any winding up act for bankrupt or insolvent debitors, any and all charter flights remaining to be performed pursuant to any Charter Agreement with such charterer shall be cancelled and a cancellation fee calculated in accordance with Rule 6 shall be payable to the Carrier.

Issued on not less than one day's notice pursuant to CTA Special Tariff permission #80155.

6.5 Cancellation by carrier

Upon cancellation of any charter flight or any portion thereof for any cause for which the Carrier is entitled to cancel in accordance with this tariff, whether at point of origin or at any point enroute, the Carrier shall not be required to furnish alternate aircraft nor will the Carrier be responsible for losses, direct or indirect, occasioned by cancellation of the charter flight. In the event of such cancellation at the point of origin, the Carrier may, at its option, provide substitute aircraft or refund the whole of the charter price. In the event of such cancellation by the Carrier at a point enroute, the Carrier may, at its option, with the Charterer's concurrence and without further liability, either:

a) continue the flight with substitute aircraft; or

b) return the passengers and baggage to the point of origin; or

c) refund to the Charterer a portion of the charter price equal to the cost of providing economy transportation on scheduled service to the point of origin; or

d) refund to the Charterer the unused portion of the charter.

(C) RULE 7. CARRIAGE OF PASSENGERS

7.1 Refusal to transport – Removal of passengers

The Carrier may refuse to carry or cancel the reserved space of, or may remove enroute from any flight any passenger when:

a) Such action is necessary for reasons of safety.

b) Such action is necessary to prevent violation of any applicable laws, regulations or orders of any state or country to be flown from, into or over.

c) The conduct, status, age, psychological and/or physical condition of the passenger is such as to require, in the reasonable opinion of the Carrier's personnel, special assistance or cause discomfort or be objectionable to other passengers, or involve any hazard or risk to such passenger, to any other persons or property, or to the flight. Subject to the provisions of Rule 6.4, the present will not apply to passengers with physical disabilities.

d) The passenger fails to observe the instructions of the Carrier's personnel.

e) The passenger refuses, upon request, to provide positive identification, or is not in possession of passports, visas or other required travel documentation.

f) The passenger refuses to permit examination and inspection of his/her person, baggage or goods. The Carrier shall not be liable for any damage to any property resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any search.

g) **(C)** A passenger under the age of five (5) years is not accompanied during the carriage by a passenger of at least sixteen (16) years of age or if a passenger having attained five (5) years of age, travelling alone, is not accompanied to the

airport at the time of departure by an adult who shall remain at the airport until after flight departure; or

i) does not hold confirmed reservations through to the destination; or

ii) has not made advance arrangements for such carriage with the Carrier; or

iii) has not had an unaccompanied minor form satisfactorily completed for such passenger; or

iv) if satisfactory assurance is not given to the Carrier by such adult that such passenger will be met at the airport of destination by another adult. The Carrier may require satisfactory evidence establishing the child's age at the date of commencement of carriage.

h) The passenger fails to comply will all laws, regulations, orders, demands or travel requirements of countries to be flown from, into, or over, and with all rules, regulations and instructions of the Carrier. The Carrier shall not be liable for any aid or information given by any agent or employee of the Carrier to any passenger in connection with obtaining necessary documents or complying with laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing, or otherwise, or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

7.2 Passenger's conduct – Prohibited conduct & sanctions

a) Prohibited conduct

Without limiting the generality of the foregoing, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other passengers (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 aboard the aircraft; or the safe and adequate operation of the flight:

i) the person, in the reasonable judgment of a responsible Carrier employee, is under the influence of intoxicating liquors or drugs (except a medical patient under proper care);

ii) the person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent, or otherwise disorderly, and in the reasonable judgment of a responsible Carrier employee there is a possibility that such passenger 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 his/her duties aboard Carrier's aircraft, or otherwise jeopardize safe and adequate flight operations;

iii) the person's conduct involves any unusual hazard or risk to self or to other persons (including, in cases of pregnant passengers, unborn children) or to property;

iv) the person fails to observe the instructions of the Carrier and its employees, including instructions to cease prohibited conduct;

v) the person is unable/unwilling to sit in the seat with the seatbelt fastened;

vi) the person smokes or attempts to smoke in the aircraft;

vii) the person uses or continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew;

viii) the person is barefoot;

ix) the person (other than on-duty law enforcement officers) is wearing or has on or about his/her person concealed or unconcealed deadly or dangerous weapons;

x) the person is manacled and in custody of law enforcement personnel;

xi) the person has resisted or may reasonably be believed to be capable o resisting escorts.

b) Sanctions

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

i. removal of the passenger at any point;

ii. probation. 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 said 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's continued compliance in continued avoidance of prohibited conduct, and;

iii. refuse to transport the passenger. The length of such refusals to transport may range from a one-time to an indefinite up to lifetime ban. The length of the refusal period will be in the Carrier's reasonable discretion, and will be for a period commensurate with the nature of the prohibited conduct and until the Carrier is satisfied that the passenger no longer constitutes a threat to the safety of the other passengers, crew or the aircraft or to the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard the aircraft; or the safe and adequate operation of the flight. The following conduct will automatically result in an indefinite up to lifetime ban:

- the person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;

- the person injures or subjects to a credible threat of injury a crew member or other passenger;
- the person has a conduct that requires an unscheduled landing and/or the use of restraints such as ties or handcuffs;
- the person repeats a prohibited conduct after receiving a notice of probation as mentioned in (ii) above;

iv. These remedies are without prejudice to the Carrier's other rights and recourses, namely to seek recovery of any direct or indirect damage that may result or resulting from the prohibited conduct or as otherwise provided in the Carrier's tariffs, or the filing of criminal or statutory charges.

v. Notwithstanding the above, a person who is refused carriage for an indefinite 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 he/she no longer poses a threat to the safety and/or comfort of passengers and/or crew, or to the safety of the aircraft. Such petition may be sent to the address provided in the refusal to carry notice or the notice of probation. The Carrier will respond to the petitioner within a reasonable period of time and will therein provide an assessment as to the need or not to prolong the ban or to maintain the probation period.

7.3 Liability for refusal to transport and for failure to operate on schedule

(C) The Carrier is not liable for its refusal to transport any passenger in accordance with Rule 7. Subject to Rules 4.5 and 17, where a passenger incurs a schedule irregularity (delay) of not less than six (6) hours involving a flight operated by the Carrier or if the passenger is unable to board the flight on which space was booked as a result of overbooking or cancellation:

a) The Carrier will transport the passenger without stopover on its next flight on which space is available and in the same class of service as his/her original flight.

b) If the Carrier is unable to provide reasonable alternative transportation on its services, the Carrier will arrange transportation on the services of other carriers or combination of carriers with whom the Carrier has interline traffic agreements for such transportation. In such cases, the passenger will be transported without stopover and at no additional costs to himself, in the same class of service as applied to his/her original outbound flight on the Carrier.

c) In the event that space on the Carrier is only available in a lower class of service than was reserved by the passenger for the original flight, or any one or more of the original flights, as the case may be, the Carrier will, at the option of the passenger,

i) provide space to the passenger at the lower class of service and refund the difference in fares, or

ii) provide a full refund of the unused portion of the fare paid by the passenger.

d) If the Carrier is unable to provide reasonable alternative transportation on its services or on the services of other carrier(s), in the event of a delay of at least 24 hours or of cancellation/overbooking of a flight on which the booking was made, then it will refund the unused ticket or portions thereof.

7.4 Transportation of a Person with a Disability

7.4.1 Definitions

"Ambulatory" means a passenger who is able to move about within the aircraft cabin unassisted.

"Non-ambulatory" means a passenger who is not able to move about within the aircraft unassisted.

"Non-self-reliant" means a person who is incapable of self-care during flight and therefore dependent upon a personal attendant.

"Self-reliant" means a person who is independent, self-sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual attention beyond that afforded to the general public, except that assistance in boarding or deplaning may be required.

"Personal attendant (assistant)" means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by the Carrier's staff.

7.4.2 Acceptance of a passenger with a disability

a) The Carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised the Carrier of his/her self-reliance, the Carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from the Carrier's employees.

b) Passengers with a disability will be accepted for transportation as outlined below:

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Type of disability	**Assistant required**	**Maximum no. Per flight**
Visual	No	No limit
Hearing	No	No limit
Visual & Hearing/Self-reliant	No	No limit
Visual & Hearing/Non-self-reliant	Yes	No limit
Intellectual/Self-reliant	No	No limit
Intellectual/Non-self-reliant	Yes	No limit
Ambulatory/Self-reliant	No	No limit
Ambulatory/Non-self-reliant	Yes	No limit
Non-ambulatory/Self-reliant	Yes	See note 1 below
Non-ambulatory/Non-self-reliant	Yes	2 per flight (see Note 2)

Note 1:
Non-ambulatory/self-reliant
- Number allowed unattended: 8
- Additional number allowed if attended: 8

Note 2:
The maximum number of non-ambulatory passengers shown in the table above refers to accompanied and/or unaccompanied passengers. The Carrier will make every effort to accommodate non-ambulatory passengers in excess of the numbers shows in the tables but will not be obligated to do so.

c) Medical Clearance - The Carrier reserves the right to require clearance from its medical services if travel involves any unusual risk or hazard to the passenger or to other persons including, in cases of pregnant passengers, unborn children.

d) The Carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the Carrier that his mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for caring for him en route and, with the care of such an attendant, he will not require unreasonable attention or assistance from employees of the Carrier.

7.4.3 Seating Restrictions

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the central stair may have to be used as an emergency exit, or on the upper deck of the aircraft.

7.4.4 Reservations

Reservations should be made at least 48 hours in advance of travel, advising the Carrier as to the nature of the disability and assistance required, so that arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 48 hours in advance.

7.4.5 Acceptance of mobility aids

In addition to the regular free baggage allowance, the Carrier will accept the following items which must be stowed in the baggage compartment:

a) Manually operated wheelchairs and walkers.

b) Wheelchairs with non-spillable batteries, with terminals disconnected and taped. Service regarding the assembly and disassembly of such mobility aids will be provided by the Carrier.

c) **(R)** For flight safety reasons, wheelchairs with spillable wet cell batteries are no longer accepted on board.

d) Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the Carrier's safety regulations.

7.4.6 Service animal trained to assist a permanent or long-term disabled passenger

The Carrier will accept for transportation, without charge, a service animal (subject to restrictions for the UK – entry only allowed into London-Heathrow, London-Gatwick and Manchester subject to passenger complying with DEFRA requirements in advance, and restrictions for entry to Ireland where advanced arrangements must be made) required to assist a person with a disability provided that the animal is properly harnessed and certified as having been trained by a professional service animal institution. For the comfort of all passengers, the Carrier's staff will determine, in consultation with the person with a disability, where the person and service animal will be seated and how much room will be provided, including additional seats where required. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to or death of a service animal result from the fault or negligence of the Carrier, the Carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

7.5 Carriage of infants and children

7.5.1 **Accompanied** - 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 16 years of age.

(N) 7.5.2 **Unaccompanied** - carriage is to be solely on the Carrier's flight and will in no circumstance involve interlining. The Carrier must be advised at least 72 hours in advance of travel. The following conditions will apply:

a) Under 8 years, not accepted under any conditions.

b) Ages 8 to 11 inclusive, accepted providing:

i) The child is brought to the airport by a parent or responsible adult.

ii) Reservations are confirmed through to destination.

iii) The child will be met and taken into custody of a responsible adult at stopovers and destination.

iv) The unaccompanied minor form is completed.

v) The parent or guardian remains at the airport until aircraft is airborne and clearance to depart has been provided by the Carrier.

vi) The child possesses written information showing the name and address of the responsible adult meeting the child at destination.

vii) The flight on which space is held is not expected to terminate short of, or bypass the destination because of weather conditions.

viii) Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.

ix) A handling fee of CAD $100 per flight segment per child applies.

b) Handling unaccompanied children in situations involving irregular operations:

i) The Carrier will advise the contact at destination if the child is to arrive at destination by other than the original flight. If the Carrier is unable to reach the contact at destination, it will advise the contact at origin.

ii) The Carrier will assume custody of the child in case of diversion of flight.

iii) Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.

7.5.3 **a) Infants**

(C) A maximum of one infant under 2 years of age not occupying a seat and accompanied by a passenger at least sixteen (16) years of age will be accepted and transported. Appropriate travel documents are required for any infant under age 2.

b) Children

Any child 2 years of age or older must occupy a seat.

c) Child Restraint Device

i) An adult travelling with an infant may reserve an adjacent seat for the purpose of the installation of an approved infant restraint device as described below.

ii) **(C)** The infant must be properly secured in an infant restraint device which was manufactured on or after January 1, 1981 and which displays inspection sticker CMVSS-213 if made in Canada or is certified as conforming to all applicable U.S. Federal Motor Vehicle Safety Standards or for use onboard aircraft. Also acceptable is AmSafe C.A.R.E.S. child restraint system for children between 1 and 4 years old, weighing between 10-20 kgs and whose height is 100 cm or less.

iii) Instructions for the proper use of the device and its weight and stature capacities must also be prominently displayed on the device. Use of the device may be prohibited if in the opinion of Carrier personnel the infant exceeds the prescribed capacity limits.

iv) The device shall at all times be properly secured in a seat adjacent to an accompanying adult who is familiar with the proper method of releasing the infant from the device. The device may not be located at an emergency exit row or in any seat which would prevent access to an aisle or to emergency or safety equipment.

v) The device must be provided by the adult travelling with the infant. The Carrier assumes no responsibility for the provision of approved infant restraint devices described above.

vi) Intentionally left blank.

7.5.4 **Responsibilities of the Carrier** - the Carrier will ensure the safety, security and general well-being of unaccompanied minors, but will not assume any financial or guardianship responsibility for them beyond those applicable to an adult passenger.

RULE 8. CARRIAGE OF BAGGAGE AND CARGO (SUBJECT TO RULE 17)

8.1 Baggage

The Carrier will accept for transportation as baggage such personal property as is necessary for the wear, use, comfort or convenience of the passenger for the purposes of the trip, subject to the following conditions:

a) All baggage must be suitably externally identified and packed in a manner which can withstand ordinary handling, or be of a weight, size or character which renders it suitable for transportation;

b) Fragile or perishable articles, including medication or medical devices, money, jewelry, silverware, electronics, laptop computers, personal audio/video devices, negotiable documents, securities, samples of business documents or other valuables (other than articles of clothing) shall not be accepted as checked baggage. Any such items declared or found in checked baggage shall be subject to removal prior to the baggage in question being accepted for carriage by the Carrier.

The Carrier shall not be liable for damage to fragile, valuable or perishable items where such damage is the result of the inherent defect, quality or vice of the item in question. Unsuitably or inadequately packed items will be accepted at the Carrier's discretion and, where accepted, compensation may be denied as a result of the afore-mentioned factors. The Carrier assumes no liability for the delay in delivery of any perishable items accepted as checked baggage unless it has failed to take all reasonable measures to avoid such a delay.

c) Normal carrier liability, as contained in this Rule, will be waived for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted into the care of the Carrier as checked baggage or otherwise. If a mobility aid is damaged or lost, the Carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, 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. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

d) **(A)** Each passenger (excluding infants under 2 years of age) in Economy class will have the following free checked baggage allowances on all routes subject to the exceptions listed below: 20 kilos (Club Class: 40 kilos / Option Plus: 30 kilos). **Exceptions**: for flights between Canada and either Greece, Italy and Turkey - 1 piece of baggage not exceeding 30 kilos (Club / OP: 2 pieces not exceeding 40 kilos in total); for flights between Canada and Portugal (including Club / OP not available) – 2 pieces of baggage not exceeding 50 kilos in total; for flights between Canada and all other points in Europe (including the UK and Ireland) – 1 piece of baggage not exceeding 23 kilos (Club: 2 pieces not exceeding 40 kilos in total / OP: 2 pieces not exceeding 33 kilos in total); for passengers holding vouchers for cruise itineraries in Europe – 1 piece of baggage not exceeding 25 kilos (Club: 2 pieces not exceeding 40 kilos in total / OP: 2 pieces not exceeding 35 kilos in total); for passengers holding vouchers for Caribbean cruise itineraries – 25 kilos (Club: 40 kilos / OP: 35 kilos); for flights between Toronto and Montego Bay, Jamaica – 23 kilos (Club: 40 kilos / OP: 33 kilos); for flights between Canada and Haiti – 50 kilos (including Club / OP not available). If the total weight exceeds the maximum allowance, subject to space availability, an additional charge of CDN $15.00 (or equivalence in other currencies) per excess kilogram will be applicable. **Exceptions:** for all flights between Canada and Europe (including the UK, Ireland and Turkey) – a fee of CDN $75.00 will apply when the total checked baggage weight exceeds the above-mentioned allowances, as well as a separate fee of CAD $100 for the first additional piece of baggage and CAD $200 for each subsequent piece. When payment is made in cash at countries outside of Canada, not all currencies may be accepted, and may be limited to local currency only. A piece of checked baggage shall not exceed 158 cm in total dimension (L x W x H) and 32 kilos in weight, otherwise baggage shall be shipped as cargo and cargo charges shall apply.

In addition to the free baggage allowance, one of the following articles of baggage may be carried without additional charge to a maximum of 20 kilograms (44 lbs.) per passenger, subject to availability of space and upon signature of a limited release form exempting the Carrier from any liability resulting from damage to such goods:

i) one golf bag containing 14 golf clubs, 12 golf balls and one pair of golf shoes;
ii) one pair of snow skis with one pair of ski poles and one pair of ski boots;
iii) one snowboard with one pair of snowboard boots;
iv) one kiteboard/kite surfer (up to a max of 10 kg only);
v) fishing equipment (1 tackle box, reels and rods);
vi) one empty scuba diving tank with air regulator mask and/or fins;
vii) intentionally left blank;
viii) intentionally left blank;
ix) **(C)** one approved car seat and one stroller per child/infant;
x) one set of camping equipment including 1 tent, 2 sleeping bags and camping accessories, total weight not exceeding 20 kilograms.

(C) Everything exceeding the free checked baggage allowances stated in this Rule will be charged as excess baggage (depending on the routing) either as a flat fee or on a per exceeding kilogram basis. When payment is made in cash at countries outside of Canada, not all currencies may be accepted, and may be limited to local currency only.

The following articles will be subject to the rates noted:
Windsurfing and surf boards no more than 12 feet long, with mast and sail detached and packed separately from board: CDN $100.00 per flight segment. Bicycles: CDN $30.00 (or equivalent) per flight segment. All other sporting equipment not listed as exempt is subject to standard excess baggage fees. When payment is made in cash at countries outside of Canada, not all currencies may be accepted, and may be limited to local currency only.

e) Baggage (equivalent to hand luggage) the dimensions of which do not exceed 23 cm x 40 cm x 51 cm (9" x 16" x 20) and the weight of which does not exceed 10 kilograms in Economy (**exception:** 5 kgs for flights between Canada, the UK and Ireland) and 15 kg in Club Class may be carried on board the aircraft by the passenger provided that, at the sole discretion of the Carrier, it is suitable and convenient to be stowed in the passenger compartment of the aircraft and is not otherwise offensive or objectionable to any other passengers.

f) 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 tagged or packed, or the carriage of which would violate the laws, regulations, or orders of countries to be flown from, into, or over.

g) If the weight, size or character renders it unsuitable for carriage on the aircraft, the Carrier, prior to departure of the flight, will refuse to carry the passenger's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the Carrier:

i) Firearms of any description - firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this paragraph do not apply to law enforcement officers traveling in the line of duty and carrying legally prescribed side arms or other similar weapons.

ii) Explosives, ammunition, corrosives, flammables, or otherwise dangerous material;

iii) Any sharp or pointed article such as knife, scissors, nail fasteners, or anything that could be used as a weapon;

iv) Electronic or motorized equipment;

v) Objects of art;

vi) Live animals;

vii) Perishable items.

8.2 Cargo

The Carrier's acceptance of cargo onboard any flight, shall be subject to the following conditions:

a) The Carrier shall have the right, but not the obligation, to make such inspections of cargo as it deems necessary or appropriate, with or without the shipper's consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by the Carrier to carry such cargo as would otherwise be precluded from carriage in accordance with this tariff.

b) The Carrier shall not be liable for any damage to any cargo resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any such inspections.

c) All cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.

d) Carriage of animals: only domestic cats and dogs are accepted for carriage, and this only in the cargo hold of the Carrier’s aircraft. All other animals, except certified service animals, are not accepted on the Carrier’s flights. Passengers must make an advance reservation for the carriage of an animal and be in possession of all animal-related health and vaccination documents required by the country of destination. The following conditions will apply:

(A) i) A fee of CDN $275.00 for each flight segment between Canada and Europe, and CDN $150.00 for all other segments, will be charged for carriage of animals in the cargo hold.

ii) Animal must travel in a cage supplied by the passenger with the name of the animal written on it.

iii) Animal must be in an IATA approved cage for air transportation. Plain rigid plastic is mandatory. Cage of the wire-kind or any other material will not be accepted (door can be of wire-kind).

iv) Cage must be big enough for the animal(s) to stand-up, turn-around and lie down according to number of animals inside.

(C) v) Only one (1) animal per cage is accepted, and no animal under 12 weeks of age may travel alone. Exceptions to this are as follows: Dogs and cats: a mother with puppies or a mother with kittens between 6-12 weeks old, or, up to 3 puppies or kittens from the same litter between 8 weeks and 6 months. The cage must always be big enough to accommodate all the animals. No animal of any kind, except service animals as per 7.4.6, are accepted on flights going to, or connecting in Hawaii and Trinidad, or to or connecting in the UK. Non-service animals travelling to Ireland must travel as manifested cargo.

e) Perishable goods shall be properly packed by the shipper to prevent damage or deterioration in flight. The Carrier shall not be liable for any loss, damage, deterioration or destruction of perishable goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute unless directly caused by the gross negligence or willful misconduct of the Carrier.

f) **Non-acceptance by Consignee** - where any goods are refused by the consignee, or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the Carrier shall without prior notice, dispose of the goods upon such terms as shall appear fit and proper to the Carrier from and against any and all costs of disposal, delivery or storage thereof.

g) **Refusal of Carriage** - the Carrier shall refuse to carry or shall remove enroute any cargo when:

i) Such cargo:

- may endanger the safety of the aircraft, crew, other cargo, passengers or baggage;
- is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;
- is liable to cause damage to the aircraft or to baggage or other cargo, or injury to persons onboard the aircraft;
- is likely to be damaged by air carriage;
- is improperly packed or otherwise defective.

ii) The weight, size or character of the cargo is unsuitable for carriage on the aircraft.

h) **Restricted Articles**

i) In addition to the rules set forth in this tariff, the provisions of the IATA Restricted Articles Regulations shall apply in connection with carriage in the aircraft.

ii) The shipper shall comply with all applicable regulations governing the carriage of such restricted articles.

RULE 9. LIMITATION OF LIABILITY - PASSENGERS

(C)

For travel governed by the Montreal Convention

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

For travel governed by the Warsaw Convention

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not “international carriage”, as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and costs.

For travel governed by the Montreal and Warsaw Conventions

Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

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

(C) ***For travel governed by the Montreal Convention***

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

For travel governed by the Warsaw Convention

Carrier liability, for the loss of, damage to, or delay in the delivery of any personal property, including checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or the charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule. As regards objects of which the passenger takes charge himself, the liability of the Carrier is limited to 5000 francs per passenger.

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

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

a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and

b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

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

NOTE: At the time of filing of this tariff provision, 250 francs convert approximately to CAD $33.00 and 5000 francs convert approximately to CAD $660.00. These converted values are provided for general reference only. The Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

For late or non-delivered baggage, the Carrier's goodwill policy consists of USD 25.00 per baggage, per day, after 24-hour waiting period, for passengers away from home, up to a maximum of USD 175.00 per baggage.

Notwithstanding the normal carrier liability, as contained in this tariff, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise.

(C) ***For travel governed by the Montreal and Warsaw Conventions***

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

a) the amount of the Carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic Carrier liability";

b) no charge shall be payable on that part of the declared value which does not exceed basic Carrier liability;

c) for that part of the declared value which does not exceed basic Carrier liability, a charge shall be payable at the rate of CAD $0.50 for each CAD $100.00 or fraction thereof.

Whether the passenger or consignor declares higher value or not, in no case will the Carrier's liability exceed the actual loss suffered by the passenger or consignor. All claims are subject to proof of amount of loss.

(R) In the case of damage or partial loss, the person entitled to delivery must complain to the Carrier forthwith after discovery of the damage or partial loss and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within 21 days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 30 days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action may be brought against the Carrier. Furthermore, in the event of delay in delivery or loss of baggage, the claimant must notify the Carrier's airport personnel in writing (through the completion of a Property Irregularity Report) as soon as the failure to deliver checked baggage at the airport of destination is ascertained. Failure to do so will result in denied compensation in the event the baggage in question is declared lost after a 30-day search.

SECTION II – TRAVEL DOCUMENTS

RULE 11. TRAVEL DOCUMENTS

11.1 Tickets

a) No person shall be entitled to carriage except upon presentation of a valid ticket.

b) Tickets are not transferable and the Carrier shall not be required to honour any ticket or provide any transportation where such ticket is presented by someone other than the person entitled to be transported thereunder.

11.2 Validity of ticket

Tickets are valid for carriage only on the flights and dates shown thereon and are not refundable by the Carrier to the passenger, except as provided by applicable fare conditions.

11.3 Air Waybills

Cargo shall be received onboard any flight only upon the Carrier's form of air waybill having been issued by the Carrier for all cargo delivered to the Carrier for transportation on the flight. The Carrier shall not be obliged to honour any air waybill or to undertake any carriage pursuant thereto unless the contract price for that flight has been paid to the Carrier.

11.4 - Baggage Checks

Carrier shall receive baggage onboard any flight only upon a baggage check for the flight having been presented for carriage and upon a baggage check for the flight having been affixed thereto. Baggage for which a baggage check has been issued by the Carrier shall be delivered to the bearer of the baggage check provided, however, that the Carrier shall not be liable for any loss, damage or expenses arising out of or in connection with its failure to ascertain that the person claiming the baggage is the bearer of the baggage check applicable thereto. If a person claiming the baggage is unable to present the baggage check, the Carrier shall deliver the baggage if such person establishes that person's right thereto to the Carrier's satisfaction and the Carrier may require such person to furnish adequate security to indemnify the Carrier for any loss, damage or expense which may be incurred by the Carrier as a result of such delivery. The Carrier shall not be bound to check baggage beyond the destination of the flight.

11.5 Passports and Visas – Responsibility of Passenger

a) Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he/she desires transportation, and unless applicable laws provide otherwise, shall indemnify the Carrier for any loss, damage, or expense suffered or incurred by the Carrier by reason of such passenger's failure to do so. The Carrier shall not be liable for any aid or information given by any agent or employee of the Carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws.

b) The Carrier may refuse to carry any passenger who does not possess required travel documentation. In the event that an order is issued by a competent authority for the deportation or rejection of any passenger on any flight, the passenger shall indemnify and hold harmless the Carrier from and against any and all costs, charges and expenses, including transportation expenses or fines imposed or incurred as a result of such an order. Any information given by the Carrier to a charterer, passenger or shipper relating to immigration, customs or health requirements shall be given without any representation as to its accuracy and the Carrier shall not be liable for any damages or inconvenience suffered by a charterer or any passenger and/or shipper as a result of its or their reliance thereon.

(C) c) Charterer shall be responsible for advising passengers regarding their passports, visas, health certificates or other travel documents for passengers and their baggage which are required by governments or other authorities at points of origin, destination or agreed stopping places. Carrier may refuse to carry any passenger who does not possess any such necessary travel documentation and in such event charterer shall indemnify and hold harmless the Carrier from any liability to passenger incurred by Carrier as a result of such refusal. In the event that an order is issued by a competent authority for the deportation or rejection of any passenger on any charter flight, charterer shall indemnify and hold harmless the Carrier from and against any and all costs, charges and expenses (including transportation expenses) or fines imposed or incurred as a result of such an order. Any information given by Carrier to charterer relating to immigration, customs or health requirements shall be given without any representation as to its accuracy and Carrier shall not be liable for any damages or inconvenience suffered by charterer or any passenger as a result of its or their reliance thereon.

Issued on not less than one day's notice pursuant to CTA Special Tariff permission #80154.

SECTION III - RESERVATIONS

RULE 12. CONFIRMATION OF RESERVED SPACE AND FLIGHT SCHEDULES

a) It is the responsibility of the passenger to re-confirm flight schedules at least 24 hours and not more than 72 hours prior to originally scheduled departure time. The Carrier shall not be liable for damages or refund for failure to re-confirm which leads to a missed flight.

(A) b) Seat reservation fees

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 check-in at least 75 minutes prior to scheduled departure time. Subject to the exceptions outlined hereunder, a seat pre-selection charge of CDN $ 20.00 per passenger per segment is applicable for all flights between Canada and Europe (including the UK). A CDN $ 15.00 fee is applicable for all other sectors. Exceptions: (i) For emergency exit and bulkhead row seats - CDN$80.00 for flights between Canada and the United Kingdom; CDN$70.00 for flights between Canada and Europe excluding the United Kingdom and CDN$45.00 for all other flights (ii) For two-by-two seats - CDN$40.00 for flights between Canada and Europe including the United Kingdom and CDN$35.00 for all other flights (iii) For A330-300 seats 5DEFG / 14-29ABJK , A330-200 seats 4DEF / 5-6ABCHJK / 10-11ABCHJK / 31-36ABCHJK and A310-300 seats 5-9ABCHJK, 5DEF and 21-24ABCHJK – CDN$25.00 for flights between Canada and Europe (including the UK) and CDN$20.00 for all other flights. The above fees are non-refundable prior to departure but may be waived for passengers who advise the Carrier at booking that the requested seat is needed to accommodate a physical disability. In the event that the pre-selected seating assignment is not available at check-in, the Carrier will undertake to make alternate seat assignment arrangements or will provide a refund of the seat reservation fee paid for the flight segment involved upon request by the passenger.

c) Cancellation of reservations

All reservations are subject to cancellation without notice:

i) If the passenger does not present himself/herself at check-in at least 75 minutes prior to scheduled departure time.

ii) If the passenger fails to occupy a seat reserved (for example: a no-show).

If the Carrier refuses to transport the passenger for any of the reasons stated above, even if a reservation was confirmed, the reservation may not be accepted for the flight specified. Subject to applicable fare rules and conditions, no refund will be due. Cancellation will apply to all segments in the itinerary.

SECTION IV – MISCELLANEOUS

RULE 13. GROUND TRANSPORTATION

The Carrier does not maintain, operate or provide ground transportation between airports and any other location. Any such services are performed by independent contractors who are not and shall not be deemed to be agents or employees of the Carrier. The Carrier shall not be liable for acts or omissions of such independent contractors, whether or not such ground transportation was arranged for by an employee, agent or representative of the Carrier. Ground transportation costs shall be payable by the Charterer.

RULE 14. APPLICABLE LAW

The charter contract wherever made or performed shall be governed by and interpreted according to the laws of the Province of Quebec, Canada. The illegality or invalidity of any paragraph, clause or provision contained or referred to in any charter contract shall not affect or invalidate any other paragraph, clause or provision contained or referred to in the charter contract and shall not affect or invalidate any other paragraph, clause or provision therein**.**

RULE 15. DENIED BOARDING COMPENSATION

(C) Subject to Rule 17, when the Carrier is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on that flight, the Carrier will take the actions specified in the provisions of this rule in addition to those stipulated in Rule 7.3.

15.1 Request for volunteers

The Carrier will request passengers who are willing to do so, to voluntarily relinquish their confirmed reserved space in exchange for compensation in an amount to be determined by the Carrier. If a passenger is asked to volunteer, the Carrier will not later deny boarding to that passenger involuntarily unless that passenger was informed at the time he/she was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he/she would have been entitled in that event. The request for volunteers and the selection of such persons to be denied space shall be in a manner determined solely by the Carrier. In exchange for voluntarily relinquising confirmed space, the Carrier may, at its option, offer to compensate that passenger with a credit valid for the purchase of future transportation on the Carrier in lieu of monetary compensation. The credit shall be of a value equal to or greater than the level of monetary compensation which would otherwise have been offered and shall be valid for travel only on the Carrier within one year from the date of issue and shall be non-refundable, non-endorsable and non-transferable.

15.2 Boarding priorities

Passengers with the highest priority, as listed below, will be the last to be involuntarily denied boarding. Passengers within any of the following categories will be boarded in the order of their arrival at the ticket lift point:

a) Passengers who are aged or physically disabled, regardless of fare paid, and unaccompanied children;

b) Passengers under the age of 16 years who are traveling without a person 16 years or older and who are not traveling on a youth standby fare;

c) **(C)** Passengers traveling on a Club Class fare;

d) all other passengers.

15.3 Transportation for passengers denied boarding

The Carrier will provide transportation to persons who have been denied boarding, whether voluntarily or involuntarily, in accordance with the provisions below:

a) The Carrier will transport the passenger without stopover on its next available flight at no additional cost to the passenger;

b) If the Carrier is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of carriers, at the request of the passenger, will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight, or if space is available on a flight of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger only if it will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.

15.4 Compensation for involuntary denied boarding

In addition to providing transportation as described in paragraph (b) above, the Carrier will compensate the delayed passenger for failure to provide confirmed space. Compensation will be made in accordance with the following provisions:

a) Conditions for payment

i. A passenger holding a ticket for confirmed space must present him/herself for carriage at the appropriate time and place, having complied fully with the Carrier's requirements as to ticketing, check-in and reconfirmation of reservations and having met all requirements for acceptance of transportation published in the Carrier's tariffs.

ii. The flight for which the passenger holds confirmed space must be unable to accommodate the passenger and departs without him/her.

iii. The passenger who has been denied boarding will not be entitled to compensation in the event of the following:

- substitution of equipment of a lesser capacity when required for operational of safety reasons;
- government requisition of space:
- the passenger is offered and refuses a seat in a section of the aircraft other than that specified on the ticket at no extra charge; if a passenger is seated in a section for which a lower fare applies, the passenger shall be entitled to an appropriate refund;

b) Amount of compensation

i) The Carrier will tender liquidated damages in the following amounts: for flights of less than 5 hours duration – CAD 100.00; for flights of 5 hours length or more – CAD 200.00 (or equivalent in local currency) regardless of final destination or fare paid.

ii) If the offer of compensation is accepted by the passenger, such payment shall constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the passenger as a result of the Carrier's failure to provide the passenger with confirmed space.

iii) The Carrier may, at its option, offer to compensate the passenger with credit for free transportation on the Carrier in lieu of monetary compensation. The credit offered will be of a value equal to or higher than that of the monetary compensation due to the passenger and the Carrier will inform the passenger of the amount of cash compensation that would otherwise be due. The passenger may decline the credit and accept the cash. If accepted, the credit will be valid for travel only on the Carrier within one year from the date of issuance and shall be valid for free transportation on any route.

iv) The offer of compensation will be made by the Carrier at the time of failure to provide confirmed space, and, if accepted, will be receipted for by the passenger. Should the Carrier arrange alternate transportation that departs prior to the time the offer can be made to the passenger, the offer shall be made by mail or other means within 24 hours after the time the failure to provide confirmed space occurs.

15.5 Notice provided passengers

The Carrier shall furnish all passengers who are denied boarding involuntarily from flights on which they hold confirmed space a copy of the following written statement:

a) Compensation for denied boarding

If you have been denied a reserved seat on Air Transat you are probably entitled to monetary compensation. This notice explains the airline's obligations and the passenger's rights in the case of an oversold flight, in accordance with tariffs on file with the C.T.A.

b) Volunteers and boarding priorities

If a flight is oversold (more passengers hold confirmed reservations than there are spaces available), no one may be denied boarding against his/her will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for payment of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the boarding priorities of the Carrier.

c) Compensation for involuntary denied boarding

If you are denied boarding involuntarily, you are entitled to payment of "Denied Boarding Compensation" from Air Transat unless (a) you have not fully complied with the airline's ticketing, check-in and reconfirmation requirements, or you are not acceptable for transportation under the airline's tariffs on file with the Canadian Transportation Agency (b) the flight has been cancelled (c) a government requisition of space has occurred or a smaller capacity aircraft was substituted for safety or operational reasons (d) a reduction of available seating capacity has occurred for safety or operational reasons (e) you are offered accommodation in a section of the aircraft other than that specified in your ticket, at no extra charge (a passenger seated in a section for which a lower fare applies must be given an appropriate refund).

d) Amount of denied boarding compensation

Passengers who are eligible for denied boarding compensation must be offered either:

i) For flights of less than 5 hours - $100 CDN; 5 hours or more - $200 CDN.

ii) A travel credit on Air Transat equivalent to twice the monetary amount.

e) Method of payment

The Carrier will give each passenger who qualifies for compensation a payment by check for the amount specified above, at the time the involuntary denied boarding occurs. However, if the airline arranges alternate transportation which departs before the payment can be made, the payment will be sent to the passenger within 24 hours. The Carrier may offer travel credits in place of the cash payment. The passenger may, however, insist on the cash payments, or refuse all compensation and bring private legal action.

f) Passenger's options

Acceptance of the compensation (by endorsing the cheque within 30 days) relieves the Carrier from any further liability to the passenger caused by its failure to honour the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

RULE 16. USE OF OXYGEN ON-BOARD

(A) The Carrier provides breathing oxygen on-board for chronic respiratory illness. The passenger requiring such breathing oxygen must submit a request to the Carrier to this effect not less than seven (7) days prior to scheduled departure. As part of this process, the passenger must have a physician complete the required form provided by the Carrier. A fee of $100.00 CDN per oxygen kit will be charged for oxygen service from point of departure to point of destination, stop-over or interline transfer, whichever occurs first. The passenger may use the following types of personal oxygen concentrators on board: AirSep Freestyle, AirSep Lifestyle, Delphi RS-00400, DeVilbiss Helathcare's iGo, Inogen One, Ingoen One G2, International Biophysics LifeChoice, Invacare XP02, Invacare Solo2, Oxlife's Independence Oxygen Concentrator, Respironics EverGo, SeQual Eclispse. These concentrators use lithium batteries, which are accepted for carriage in the cabin only (no more than two spares per passenger). Passengers using such equipment may not be seated in bulkhead or emergency exit rows, as the device must be stowed under the seat in front whenever the fasten seat belt sign is illuminated. Such concentrators must conform with Transport Canada's Carriage of Dangerous Goods Regulations, as well as with carry-on baggage size regulations as per Rule 8. Moreover, the use of personal oxygen concentrators by the passenger is permitted on board subject to 48 hour advance notice in this respect being provided to the Carrier. Such notice must include a declaration by a physician (including basic contact details) that the passenger may fly without risk to himself/herself or to others on board.

(C) RULE 17 – ADDITONAL PASSENGER SERVICE COMMITMENTS

1. Given that passengers have a right to information on flight times and schedule changes, the Carrier will make reasonable efforts to inform passengers of delays and schedule changes and to the extent possible, the reason for the delay or change.

2. (i) Given that passengers have a right to take the flight they paid for, if the passenger's journey is interrupted by a flight cancellation or overbooking, the Carrier will take into account all the circumstances of the case as known to it and will provide the passenger with the option of accepting one or more of the following remedial choices:

   a) transportation to the passenger's intended destination within a reasonable time at no additional cost ;

   b) return transportation to the passenger's point of origin within a reasonable time at no additional cost;

   c) **(C)** where no reasonable transportation option is available and upon surrendering of the unused portion of the ticket, a cash amount or travel credit (at the passenger's discretion) in an amount equal to the fare and charges paid will be refunded or provided as a credit where no portion of the ticket has been used. Where a portion of the ticket has been used, an amount equal to the lowest comparable one-way fare for the class of service paid for shall be refunded or provided as a credit in the event of a one-way booking/itinerary, and for round-trip, circle trip or open jaw bookings/itineraries, an amount equal to fifty percent of the round-trip fare and charges for the class of service paid for, for the unused flight segment(s), shall be refunded or provided as a credit.

   (ii) When determining the transportation service to be offered, the Carrier will consider:

   (a) available transportation services, including services offered by interline, code sharing and other affiliated partners and, if necessary, other non-affiliated carriers;

   (b) the circumstances of the passenger, as known to it, including any factors which impact upon the importance of timely arrival at destination.

   (iii) **(C)** Having taken all the known circumstances into consideration, the Carrier will take all measures that can reasonably be required to avoid or mitigate the damages caused by the overbooking or cancellation. Where a passenger who accepts option (a) or option (b) or option (c) nevertheless incurs expense as a result of the overbooking or cancellation, the Carrier will in addition offer a cash payment or travel credit, the choice of which will be at the passenger's discretion.

   (iv) When determining the amount of the offered cash payment or travel credit, the Carrier will consider all circumstances of the case, including any expenses which the passenger, acting reasonably, may have incurred as a result of the overbooking or cancellation, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with a view to reimbursing the passenger for all such reasonable expenses.

(v) The rights of a passenger against the Carrier in the event of overbooking or cancellation are, in most cases of international carriage, governed by an international convention known as the Montreal Convention, 1999. Article 19 of that Convention provides that an air carrier is liable for damage caused by delay in the carriage of passengers and goods unless it proves that it did everything it could be reasonably expected to do to avoid the damage. There are some exceptional cases of international carriage in which the rights of the passengers are not governed by an international convention. In such cases only, a court of competent jurisdiction can determine which system of laws must be consulted to determine what those rights are.

3. Given that passengers have a right to punctuality, the Carrier will do the following:

   a) If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provide the passenger with a meal voucher;

   b) If a flight is delayed by more than 8 hours and the delay involves an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not start their travel at that airport;

   c) If the passenger is already on the aircraft when a delay occurs, the Carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and the aircraft commander permits, the Carrier will offer passengers the option of disembarking from the aircraft until it is time to depart.

4. Given that passengers have a right to retrieve their luggage quickly, if the luggage does not arrive on the same flight as the passenger, the Carrier will take steps to deliver the luggage to the passenger's residence/hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of the luggage and will provide the passenger with an over-night kit as required. Compensation will be provided as per the provisions of this tariff.

5. **(C)** Given that nothing in this tariff would make the Carrier responsible for acts of force majeure per Rule 4.5 or for the acts of third parties that are not deemed servants and/or agents of the Carrier per applicable law or international conventions, the Carrier will not be held responsible for inclement weather or for the actions of such third parties including governments, air traffic control service providers, airport authorities, security and law enforcement agencies, or border control management authorities.

(C) In the event of a conflict between the provisions of this Rule and those of any other rule in this tariff, the provisions of this Rule shall prevail except with respect to Rule 4.5.

RULE 18

18.1 Option Plus

Option Plus

Option Plus is available on all Air Transat flights and provides additional privileges and services in Economy Class.

The privileges and services included in the Option Plus package are:

- Advance Seat Selection (roundtrip)
- Priority check-in at a dedicated check-in counter (or, where applicable, at the Club Class counter)
- Priority baggage delivery
- An additional baggage allowance of 10 kg per flight segment*
- Priority queue at security checkpoints in Montreal and Vancouver
- Priority boarding
- A 200 mL bottle of champagne (Europe and Southern destinations)
- 1 alcoholic (or non alcoholic) beverage during bar service
- Wine or beer with the meal
- A snack from On Board Bistro
- A complimentary Air Transat amenity kit on flights from Canada to Europe
- Complimentary headsets

***** The additional baggage allowance of 10 kilos does not apply on flights to the following destinations: Haiti, Portugal, Barbados, Grenada, Trinidad, and Kingston (Jamaica).

Additional information

- Maximum number of Option Plus packages per flight segment: 48
- Children aged 11 and under receive the same privileges with regard to the following:
    - Priority check-in at a dedicated counter
    - Priority baggage delivery
    - Priority queue at security checkpoints in Montreal and Vancouver
    - Priority boarding
- The seats and meals are the same as in Economy Class
- Purchase available through the Air Transat Information and Seat Selection Centre or Air Transat website in advance of travel.
- **(C)** Purchase available day of flight from select airports, but does not include advanced seat selection and additional baggage allowance.

Pricing Grid

Sunshine destinations (including Florida)	**(R)** Rates: $44.50 -$129
Europe (including UK)	**(R)** Rates: $59.50 - $209

18.2 Kilo*flex* Summary

- Kilo*flex* is a product for purchasing excess baggage kilos in advance at a 33% discount on regular excess baggage charges at the airport
- Minimum purchase of 10 kilos
- Maximum purchase of 50 kilos
- Vouchers are exchanged for kilos (one voucher is valid for up to 5 kilos)
- Purchased through the Air Transat Information and Seat Selection Centre
- Vouchers valid only on the flights in the passenger's file
- Vouchers are not transferrable, or exchangeable for other vouchers/nor can they be exchanged for money
- **(C)** Kilo*flex* can be purchased for all flight segments from Canada *except* to Europe, Haiti, Barbados, Grenada, Trinidad, and Kingston (Jamaica).
- Passengers must contact Air Transat at least 10 working days before flight departure
- Kilo*flex* vouchers are delivered by Purolator (passenger's signature required upon receipt)
- A $10 delivery charge applies
- Available for sale to Canadian-originating traffic only

(C) Pricing grid

Regular charges– purchased at the airport	Kilo*flex* Charges
CAD$15/kilo	CAD$10/kilo

TITLE/APPLICATION - 70

K DEFINITIONS

AIR WAYBILL MEANS A NON-NEGOTIABLE AIRBILL OF THE REQUIRED NUMBER OF COPIES, COVERING THE CARGO TRANSPORTED BY THE CARRIER SUBJECT TO THIS TARIFF.

APPLICABLE ADULT FARE MEANS THE FARE WHICH WOULD BE APPLICABLE TO AN ADULT FOR THE TRANSPORTATION TO BE USED EXCEPT THOSE SPECIAL FARES WHICH WOULD BE APPLICABLE DUE TO ADULT'S STATUS (SUCH AS SENIOR CITIZENS FARE, ETC.).

APPLICABLE FULL FARE MEANS THE FULL ADULT FARE FOR THE CLASS OF SERVICE DESIGNATED IN THE CARRIER'S OFFICAL GENERAL SCHEDULE FOR THE AIRCRAFT, OR COMPARTMENT OF THE AIRCRAFT USED BY THE PASSENGER.

BAGGAGE WHICH IS EQUIVALENT TO LUGGAGE MEANS SUCH ARTICLES, EFFECTS AND OTHER PERSONAL PROPERTY OF THE PASSENGER AS ARE NECESSARY OR APPROPRIATE FOR WEAR OR USE IN CONNECTION WITH THE TRIP. UNLESS OTHERWISE SPECIFIED, IT SHALL INCLUDE BOTH CHECKED AND UNCHECKED BAGGAGE OF THE PASSENGER.

BAGGAGE CHECK MEANS THAT PORTION OF THE TICKET WHICH PROVIDES FOR THE CARRIAGE OF CHECKED BAGGAGE AND WHICH IS ISSUED BY THE CARRIER AS A RECEIPT FOR SUCH BAGGAGE.

BAGGAGE TAG MEANS A DOCUMENT ISSUED BY THE CARRIER SOLELY FOR IDENTIFICATION OF CHECKED BAGGAGE, (STRIP) TAG PORTION OF WHICH IS ATTACHED BY THE CARRIER TO A PARTICULAR ARTICLE OF CHECKED BAGGAGE AND THE BAGGAGE (CLAIM) TAG PORTION OF WHICH IS GIVEN TO THE PASSENGER.

CARGO MEANS ANY GOODS, EXCEPT BAGGAGE AND MAIL, THAT CAN BE TRANSPORTED BY INTERNATIONAL COMMERCIAL AIR SERVICES.

CARRIAGE WHICH IS EQUIVALENT TO TRANSPORTATION, MEANS CARRIAGE OF PASSENGERS, BAGGAGE AND/OR GOODS BY AIR, GRATUITOUSLY OR FOR HIRE.

CARRIER MEANS AIR TRANSAT A.T. INC. THAT CARRIES OR UNDERTAKES TO CARRY THE PASSENGER AND HIS BAGGAGE THEREUNDER OR PERFORMS OR UNDERTAKES TO PERFORM ANY OTHER SERVICE OR SERVICES RELATED TO THE CARRIAGE.

CIRCLE TRIP MEANS ANY TRIP, THE ULTIMATE DESTINATION OF WHICH IS THE POINT OF ORIGIN, BUT WHICH INCLUDES, AT LEAST, A STOP AT ONE OTHER POINT, AND WHICH IS NOT MADE VIA THE SAME ROUTING IN BOTH DIRECTIONS.

CLASS OF SERVICE MEANS THE COMPARTMENT OF THE AIRCRAFT IN WHICH THE PASSENGER IS ENTITLED TO BE TRANSPORTED PURSUANT TO THE GENERAL SCHEDULE OF THE CARRIER.

C.O.B. MEANS "CARRYING ON BUSINESS UNDER FIRM NAME AND STYLE

OF".
CONNECTING SERVICE MEANS A FLIGHT ITINERARY INVOLVING TWO
OR
MORE FLIGHT NUMBERS PER ORIGIN-DESTINATION SEQMENT AND
REQUIRING AT LEAST ONE CHANGE OF AIRCRAFT AT ONE OR MORE

TITLE/APPLICATION - 70 (CONT)

STOPS.
WARSAW CONVENTION MEANS THE CONVENTION FOR THE UNIFICATION
OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR,
SIGNED AT WARSAW, OCTOBER 12, 1929, AS AMENDED, BUT NOT
INCLUDING THE MONTREAL CONVENTION AS DEFINED HEREUNDER.
MONTREAL CONVENTION MEANS THE CONVENTION FOR THE
UNIFICATION
OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR,
SIGNED AT MONTREAL, MAY 28, 1999.
CTA MEANS THE CANADIAN TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION MEANS U.S. DEPARTMENT OF
TRANSPORTATION.
DESTINATION MEANS THE POINT OF WHICH THE PASSENGER(S) TO BE
TRANSPORTED ON A FLIGHT IS BOUND.
DIRECT SERVICE MEANS A FLIGHT ITINERARY WITH OR WITHOUT
STOPS INVOLVING ONLY ONE THROUGH FLIGHT NUMBER PER
ORIGIN-DESTINATION SEGMENT AND NOT INVOLVING STOPOVERS
AND/OR CHANGE OF AIRCRAFT.
EMERGENCY EXIT ROW SEATS MEANS SEATS 14A, 14B, 14C, 14D,
14E, 14F, 14H, 14J, AND 14K IN AN A310; SEATS 11A, 11B,
11J, 11K, 31A, 31B, 31D, 31E, 31F, 31G, 31J AND 31K IN AN
A330-300; AND 9A, 9B, 9C, 9D, 9E, 9F, 9H, 9J, 9K, 30A, 30B,
30C, 30D, 30E, 30F, 30H, 30J AND 30K IN A A330-200.
FLIGHT MEANS THE MOVEMENT OF AN AIRCRAFT FROM THE POINT OF
TAKE-OFF TO THE FIRST POINT OF LANDING (TECHNICAL OR
FUEL-STOPS NOT INCLUDED).
GOODS MEANS ANYTHING THAT CAN BE TRANSPORTED BY AIR,
INCLUDING ANIMALS, OTHER THAN IN PLANE-LOAD AND BAGGAGE.
INTERNATIONAL CARRIAGE WILL HAVE THE SAME MEANING AS IN THE
DEFINITION OUTLINED IN THE CONVENTION.
MISCELLANEOUS CHARGES ORDER MEANS A DOCUMENT ISSUED BY A
CARRIER OR ITS AGENTS REQUESTING PROVISION OF SERVICES TO
THE PERSON NAMED IN SUCH DOCUMENT.
SCHEDULE IRREGULARITY MEANS ANY OF THE FOLLOWING
IRREGULARITIES BUT DOES NOT INCLUDE DISRUPTIONS RESULTING
FROM LABOUR DISTURBANCES AND/OR STRIKES:
(A) DELAY IN SCHEDULED DEPARTURE OR ARRIVAL, OF MORE THAN
SIX (6) HOURS, OF THE CARRIER'S FLIGHT RESULTING IN A
MISCONNECTION, OR
(B) FLIGHT CANCELLATION, OMISSION OF A SCHEDULED STOP, OR
ANY DELAY OR INTERRUPTION IN THE SCHEDULED OPERATION
OF

THE CARRIER'S FLIGHTS, OR
(C) SUBSTITUTION OF EQUIPMENT, OR
(D) AN ADVANCEMENT OF SCHEDULED DEPARTURE TIME ON THE DAY OF OPERATION GREATER THAN THE MINIMUM PERIOD ESTABLISHED IN THE CARRIER'S TARIFF FOR THE PASSENGER TO CHECK-IN, IN ACCORDANCE WITH RULE 12 (CANCELLATION OF RESERVATIONS).
SCHEDULED USER MEANS A PERSON, ASSOCIATION, PARTNERSHIP, COMPANY, CORPORATION OR OTHER LEGAL ENTITY WHICH MAKES WITH

TITLE/APPLICATION - 70 (CONT)
A CARRIER A SCHEDULED CONTRACT FOR THE PROVISION OF ALL OR PART OF THE CAPACITY OF ANY SCHEDULED FLIGHT.
SPECIAL DRAWING RIGHTS OR SDR MEANS A SPECIAL UNIT CURRENCY, THE CURRENCY VALUES OF WHICH FLUCTUATE AND ARE RECALCULATED EACH BANKING DAY AS REPORTED.
STOPOVER MEANS A DELIBERATE INTERRUPTION OF A JOURNEY BY THE PASSENGER, AGREED TO IN ADVANCE BY THE CARRIER, AT A POINT BETWEEN THE PLACE OF DEPARTURE AND THE PLACE OF DESTINATION.
TICKET MEANS A PASSENGER TICKET ISSUED TO PASSENGERS TO BE CARRIED ON A FLIGHT, THE BAGGAGE CHECK AND ACCOMPANYING NOTICES THAT INCORPORATE THE TERMS AND CONDITIONS OF THIS TARIFF AND CONTRACT OF CARRIAGE.
TRAFFIC MEANS ANY PASSENGERS, GOODS OR MAIL THAT ARE TRANSPORTED BY AIR.
TRANSIT WITHOUT VISA (TWOV) MEANS THE AUTHORIZED TRANSITING OF A COUNTRY BY A PASSENGER UNDER CERTAIN CONDITIONS OUTLINED IN SECTION 10.5 (C) EN ROUTE TO A THIRD COUNTRY DESTINATION WITHOUT BEING IN POSSESSION OF THE USUALLY APPLICABLE TRANSIT OR DESTINATION VISAS FOR THE TRANSIT COUNTRY IN QUESTION.
TWO-BY TWO SEATS MEANS SEATS 25A, 25B, 25J, 25K, 26A, 26B, 26J, 26K, 27A, 27B, 27J, 27K, 28A, 28B, 28J, 28K, 29A, 29B, 29J, 29K, 30A, 30B, 30J, 30K, 31A, 31B, 31J AND 31K IN AN A310 AND SEATS 37A, 37B, 37J, 37K, 38A, 38B, 38J, 38K, 39A, 39B, 39J, 39K, 40A, 40B, 40J, 40K, 41A, 41B, 41J, 41K, 42A, 42B, 42J, 42K, 43A, 43B, 43J AND 43K IN ANA330-200, AND 47A, 47B, {N}47J, AND47K IN AN A330-300.
DEFINITION OF AREAS
CANADA MEANS THE TEN PROVINCES OF CANADA, THE YUKON TERRITORY, THE DISTRICTS AND ISLANDS COMPRISING THE NORTHWEST TERRITORIES OF CANADA AND NUNAVUT.
UNITED STATES OF AMERICA OR UNITED STATES MEANS THE AREA COMPRISED OF THE 48 CONTIGUOUS FEDERATES STATES; THE FEDERAL DISTRICT OF COLOMBIA, ALASKA, HAWAII, PUERTO RICO, THE

VIRGIN ISLANDS, SAMOA, GUAM, MIDWAY AND WAKE ISLAND.

AREA: TB TARIFF: CGR CXR: TS RULE: 0002

TITLE/APPLICATION - 70

K APPLICATION OF TARIFF

NOTE: FROM TIME TO TIME, THE CARRIER WILL ENTER INTO CODE-SHARING AGREEMENTS WHEREBY IT WILL MARKET, AS ITS OWN, FLIGHTS OPERATED BY ANOTHER AIR CARRIER. THE OPERATING CARRIER MAY HAVE TERMS AND CONDITIONS OF CARRIAGE THAT DIFFER FROM THOSE FOUND IN THIS TARIFF. IN SUCH CASES, THE

AREA: TB TARIFF: CGR CXR: TS RULE: 0002

TITLE/APPLICATION - 70 (CONT)

PASSENGER WILL BE SO ADVISED AT TIME OF RESERVATION OF CARRIAGE. ONLY FLIGHTS OPERATED IN THE TS800-TS899 FLIGHT NUMBER SERIES FALL UNDER THIS CATEGORY.

(A) THIS TARIFF CONTAINS THE RULES, REGULATIONS, TERMS AND CONDITIONS OF CARRIAGE UPON THE BASIS OF WHICH THE CARRIER SUPPLIES OR AGREES TO SUPPLY SCHEDULED AIR SERVICES BETWEEN POINTS IN CANADA AND POINTS IN THE UNITED STATES OF AMERICA FOR WHICH THE CARRIER IS AUTHORIZED TO OPERATE SUCH SERVICES TO THE SAME EXTENT AS IF THE CONTENTS OF THIS TARIFF WERE INCLUDED IN THE TERMS AND CONDITIONS OF:

(I) ANY AIR WAYBILL OR TICKET: AND,

(II) ANY SCHEDULED CONTRACT BETWEEN THE CARRIER AND A THIRD PARTY.

(B) THE CONTENTS OF THIS TARIFF FORM PART OF ANY CONTRACT OF CARRIAGE BETWEEN THE CARRIER AND ANY THIRD PARTY AND IN THE EVENT OF ANY CONFLICT BETWEEN THIS TARIFF AND THE SCHEDULED CONTRACT, THIS TARIFF SHALL PREVAIL.

(C) ALL OBLIGATIONS INCURRED BY THE CARRIER UNDER ANY TICKET, AIR WAYBILL OR SCHEDULED CONTRACT ARE SUBJECT TO COMPLIANCE BY THE PARTIES THERETO WITH APPLICABLE LAWS AND REGULATIONS AND ARE FURTHER SUBJECT TO SUCH AFFIRMATIVE ACTS, FINDINGS, CLEARANCES AND APPROVALS AS MAY BE REQUIRED ON THE PART OF ANY GOVERNMENT OR GOVERNMENTAL AGENCY FOR THE LAWFUL DISCHARGE THEREOF; AND THE TRANSPORTATION HEREIN DESCRIBED SHALL BE PERFORMED ACCORDING TO AND SUBJECT TO ANY AND ALL RULES AND REGULATIONS OF THE CTA AND ANY OTHER GOV ERNMENTAL

AGENCY HAVING JURISDICTION. THE CARRIER SHALL
NOT
BE HELD ANSWERABLE FOR DAMAGE OR OTHERWISE
SUBJECT
TO PENALTIES OR FORFEITURES UNDER ANY TICKET, AIR WAYBILL OR SCHEDULED CONTRACT, FOR DELAY OR OMISSIONS ATTRIBUTABLE TO ANY LAW, REGULATION OR GOVERNMENT OR GOVERNMENTAL AGENCY AS AFORESAID, NOR IN THE EVENT THAT ANY FLIGHT CANNOT BE FLOWN AS A RESULT OF AN OFFICIAL ACT OF THE CTA, INCLUDING THE DENIAL OR CANCELLATION OF ANY NECESSARY AUTHORITY TO THE CARRIER, PROVIDED THAT ANY SUCH DENIAL, CANCELLATION, DELAY OR OMISSION DID NOT RESULT FROM ANY NEGLIGENCE OR DEFAULT ON THE PART OF THE CARRIER.

(D) CARRIAGE IS SUBJECT TO THE RULES, FARES AND CHARGES IN EFFECT ON THE DATE ON WHICH SUCH CARRIAGE COMMENCES AT THE POINT OF ORIGIN DESIGNATED ON THE TICKETS. REFERENCES TO PAGES, RULES, ITEMS AND NOTES ARE CONTINUOUS AND INCLUDE REVISIONS, SUPPLEMENTS THERETO AND REISSUES

AREA: TB TARIFF: CGR CXR: TS RULE: 0002

TITLE/APPLICATION - 70 (CONT)

THEREOF.

(E) THE CARRIER WILL BE RESPONSIBLE FOR THE
FURNISHING
OF TRANSPORTATION ONLY OVER ITS OWN LINES. WHEN ANY CARRIER UNDERTAKES TO ISSUE A TICKET, BAGGAGE CHECK, OR MAKE ANY OTHER ARRANGEMENTS FOR TRANSPORTATION OVER THE LINES OF ANY OTHER
CARRIER
(WHETHER OR NOT SUCH TRANSPORTATION IS PART OF A THROUGH SERVICE), SUCH CARRIER WILL ACT ONLY AS AGENT FOR SUCH OTHER CARRIER AND WILL ASSUME NO RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF SUCH OTHER CARRIER.

(F) 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.

AREA: TB TARIFF: CGR CXR: TS RULE: 0003

TITLE/APPLICATION - 70

K CURRENCY

ALL MONETARY AMOUNTS PUBLISHED IN THIS TARIFF ARE STATED IN THE LAWFUL CURRENCY OF CANADA UNLESS OTHERWISE SPECIFIED.

AREA: TB TARIFF: CGR CXR: TS RULE: 0004

TITLE/APPLICATION - 70
K CAPACITY LIMITATIONS
TS SHALL LIMIT THE NUMBER OF PASSENGERS CARRIED ON ANY ONE FLIGHT AT FARES GOVERNED BY RULES MAKING REFERENCE HERETO AND SUCH FARES WILL NOT NECESSARILY BE AVAILABLE ON ALL FLIGHTS OPERATED BY TS. THE NUMBER OF SEATS WHICH TS SHALL MAKE AVAILABLE ON A GIVEN FLIGHT WILL BE DETERMINED BY TS'S BEST JUDGMENT AS TO THE ANTICIPATED TOTAL PASSENGER LOAD ON EACH FLIGHT.

TITLE/APPLICATION - 70
K CONDITIONS OF CARRIAGE
(A) SUBSTITUTION OF AIRCRAFT:
TS MAY WITHOUT NOTICE, AND SUBJECT TO ANY NECESSARY APPROVAL OF THE CTA OR GOVERNMENT AUTHORITY, SUBSTITUTE
AN AIRCRAFT OF THE SAME OR ANY OTHER APPROPRIATE TYPE FOR THE AIRCRAFT AGREED UPON FOR A FLIGHT.
(B) RESPONSIBILITY FOR SCHEDULES AND OPERATIONS:
(SUBJECT TO RULE 21)
(1) TS WILL ENDEAVOR TO TRANSPORT PASSENGERS AND BAGGAGE WITH REASONABLE DISPATCH. TIMES SHOWN IN SCHEDULES, SCHEDULED CONTRACTS, TICKETS, AIR WAYBILLS OR ELSEWHERE ARE NOT GUARANTEED. FLIGHT TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE. TS ASSUMES NO RESPONSIBILITY FOR MAKING CONNECTIONS.
(2) SCHEDULES ARE SUBJECT TO CHANGE WITHOUT NOTICE. TS IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO MAKE CONNECTIONS, OR FOR FAILURE TO OPERATE ANY FLIGHT ACCORDING TO SCHEDULE, OR FOR A CHANGE TO THE SCHEDULE OF ANY FLIGHT. HOWEVER, WHERE A ROUTING MODIFICATION SUBSEQUENT TO THE PURCHASE OF
TRAVEL RESULTS IN A CHANGE FROM A DIRECT SERVICE TO A CONNECTING SERVICE, TS WILL, UPON REQUEST BY THE PASSENGER, PROVIDE A FULL REFUND OF THE UNUSED
PORTION OF THE FARE PAID. UNDER NO CIRCUMSTANCES SHALL THE CARRIER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE FOREGOING (INCLUDING THE CARRIAGE OF BAGGAGE) WHETHER OR NOT
THE CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. NOTWITHSTANDING, THE CARRIER WILL MAKE RESONABLE EFFORTS TO INFORM PASSENGERS OF DELAYS AND SCHEDULE CHANGES AND, TO THE EXTENT

POSSIBLE, THE REASON FOR THE DELAY OR CHANGE.
(3) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CARRIER CANNOT GUARANTEE THAT A PASSENGER'S BAGGAGE WILL BE CARRIED ON THE FLIGHT IF SUFFICIENT SPACE IS NOT AVAILABLE AS DETERMINED BY THE CARRIER. NOTWITHSTANDING, IF THE BAGGAGE DOES NOT ARRIVE ON THE SAME FLIGHT, TS WILL TAKE STEPS TO DELIVER THE BAGGAGE TO THE PASSENGER'S RESIDENCE/HOTEL AS SOON AS POSSIBLE. TS WILL TAKE STEPS TO INFORM THE PASSENGER ON THE STATUS OF DELIVERY AND WILL PROVIDE THE PASSENGER WITH AN OVERNIGHT KIT, AS REQUIRED.
(4) IF A FLIGHT IS DELAYED FOR MORE THAN FOUR (4) HOURS BEYOND SCHEDULED DEPARTURE TIME, TS WILL

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PROVIDE THE PASSENGER WITH A MEAL VOUCHER. IF THE FLIGHT IS DELAYED MORE THAN EIGHT (8) HOURS AND REQUIRES AN OVERNIGHT STAY, THE CARRIER WILL PAY FOR AN OVERNIGHT HOTEL STAY AND AIRPORT TRANSFERS FOR PASSENGERS WHO DID NOT ORIGINATE THEIR TRAVEL AT THAT AIRPORT. IF THE DELAY OCCURS WHILE ONBOARD, THE CARRIER WILL OFFER DRINKS AND SNACKS, WHERE IT IS SAFE TO DO SO. IF THE DELAY EXCEEDS 90 MINUTES AND IF THE AIRCRAFT COMMANDER PERMITS, THE CARRIER WILL OFFER PASSENGERS THE OPTION TO DISEMBARKING UNTIL IT IS TIME TO DEPART.

(5) IN THE EVENT OF AN INVOLUNTARY RE-ROUTING OF A FLIGHT, THE CARRIER WILL ENSURE THAT THE PASSENGER IS ROUTED OR TRANSPORTED TO HIS/HER ULTIMATE DESTINATION, AS PER THE CONTRACT OF CARRIAGE. IF NO REASONABLE TRANSPORTATION CAN BE ARRANGED, THE CARRIER WILL OFFER THE PASSENGER A CASH PAYMENT OR TRAVEL CREDIT. WHEN DETERMINING THE AMOUNT OF THE OFFERED CASH PAYMENT OR TRAVEL CREDIT, THE CARRIER WILL CONSIDER ALL CIRCUMSTANCES OF THE CASE, INCLUDING ANY EXPENSES WHICH THE PASSENGER, ACTING REASONABLY, MAY HAVE INCURRED AS A RESULT OF THE OVERBOOKING OR CANCELLATION, AS FOR EXAMPLE, COSTS INCURRED FOR ACCOMMODATION, MEALS OR ADDITIONAL TRANSPORTATION. THE CARRIER WILL SET THE AMOUNT OF COMPENSATION

OFFERED WITH A VIEW TO REIMBURSING THE PASSENGER FOR ALL SUCH REASONABLE EXPENSES. THE OPTION OF CHOOSING BETWEEN A CASH PAYMENT OR TRAVEL CREDIT WILL BE AT THE PASSENGER'S DISCRETION.

(6) THE RIGHTS OF A PASSENGER AGAINST THE CARRIER IN THE EVENT OF OVERBOOKING OR CANCELLATION ARE, IN MOST CASES OF INTERNATIONAL CARRIAGE, GOVERNED BY AN INTERNATIONAL CONVENTION KNOWN AS THE MONTREAL CONVENTION, 1999. ARTICLE 19 OF THAT CONVENTION PROVIDES THAT AN AIR CARRIER IS LIABLE FOR DAMAGE CAUSED BY DELAY IN THE CARRIAGE OF PASSENGERS AND GOODS UNLESS IT PROVES THAT IT DID EVERYTHING IT COULD BE REASONABLY EXPECTED TO DO TO AVOID THE DAMAGE. THERE ARE SOME EXCEPTIONAL CASES OF INTERNATIONAL CARRIAGE IN WHICH THE RIGHTS OF THE PASSENGERS ARE NOT GOVERNED BY AN INTERNATIONAL CONVENTION. IN SUCH CASES ONLY, A COURT OF COMPETENT JURISDICTION CAN DETERMINE WHICH SYSTEM OF LAWS MUST BE CONSULTED TO DETERMINE WHAT THOSE RIGHTS ARE.

(C) FORCE MAJEURE

(1) NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS CONTAINED HEREIN, THE CARRIER SHALL NOT BE LIABLE

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FOR FAILURE IN THE PERFORMANCE OF ANY OF HIS OBLIGATIONS DUE TO:

A) ACT OF GOD.

B) WAR, REVOLUTION, INSURRECTION, RIOT, BLOCKADE OR ANY OTHER UNLAWFUL ACT AGAINST PUBLIC ORDER OR AUTHORITY INCLUDING AN ACT OF TERRORISM INVOLVING THE USE OR RELEASE OR THREAT THEROF, OF ANY NUCLEAR WEAPON OR DEVICE OR CHEMICAL OR BIOLOGICAL AGENT.

C) STRIKE, LOCK-OUT, LABOUR DISPUTE, OR OTHER INDUSTRY DISTURBANCE WHETHER INVOLVING THE CARRIER'S EMPLOYEES OR OTHERS UPON WHOM THE CARRIER RELIES.

D) FIRE, FLOOD, EXPLOSION, EARTHQUAKE, ADVERSE WEATHER CONDITIONS, STORM/LIGHTENING, INFECTIOUS DISEASE OUTBREAK, EPIDEMIC, PANDEMIC, PUBLIC HEALTH EMERGENCY AND QUARANTINE.

E) ACCIDENTS TO OR FAILURE OF THE AIRCRAFT OR EQUIPMENT USED IN CONNECTION THEREWITH.

F) NON-AVAILABILITY OF FUEL AT THE AIRPORT OF ORIGIN, DESTINATION OR ENROUTE STOP.

G) OTHERS UPON WHOM THE CARRIER RELIES FOR THE

PERFORMANCE OF THE WHOLE OR ANY PART OF ANY SCHEDULED CONTRACT OR FLIGHT.

H) GOVERNMENT ORDER, REGULATION, ACTION OR INACTION.

I) UNLESS CAUSED BY ITS NEGLIGENCE, ANY DIFFERENCE IN WEIGHT OR QUANTITY OF CARGO FROM SHRINKAGE, LEAKAGE OR EVAPORATION.

J) THE NATURE OF THE CARGO OR ANY DEFECT IN THE CARGO OR ANY CHARACTERISTIC OR INHERENT VICE THEREIN.

K) VIOLATION BY A CONSIGNOR, CONSIGNEE OR ANY OTHER PARTY CLAIMING AN INTEREST IN THE CARGO

OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS TARIFF OR IN ANY OTHER APPLICABLE TARIFF INCLUDING, BUT WITHOUT BEING LIMITED TO, FAILURE TO OBSERVE ANY OF THE TERMS AND CONDITIONS RELATING TO CARGO NOT ACCEPTABLE FOR TRANSPORTATION OR CARGO ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS.

L) IMPROPER OR INSUFFICENT PACKING, SECURING, MARKING OR ADDRESSING.

M) ACTS OR OMISSIONS OF WAREHOUSEMAN, CUSTOMS OR

QUARANTINE OFFICIALS OR OTHER PERSONS OTHER THAN THE CARRIER OR ITS AGENTS, IN GAINING LAWFUL POSSESSION OF THE CARGO.

N) COMPLIANCE WITH DELIVERY INSTRUCTIONS FROM

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THE CONSIGNOR OR CONSIGNEE.

O) ANY OTHER CAUSES BEYOND THE REASONABLE CONTROL OF THE CARRIER.

P) FAILURE TO OBTAINED THE APPROVAL OF GOVERNMENT AGENCY, COMMISSION, BOARD OR OTHER

TRIBUNAL HAVING JURISDICTION IN THE CIRCUMSTANCES AS MAY BE REQUIRED TO THE CONDUCT OF OPERATIONS HEREUNDER OR ANY GOVERNMENT OR LEGAL RESTRAINT UPON SUCH OPERATION.

Q) LOSS OF OR HIJACKING OF AIRCRAFT, OR ANY SHORTAGE OF OR INABILITY TO PROVIDE LABOUR, FUEL OR FACILITIES.

R) ANY OTHER EVENT NOT REASONABLY TO BE FORESEEN, ANTICIPATED OR PREDICTED, WHETHER ACTUAL, THREATENED OR REPORTED, WHICH MAY INTERFERE WITH THE OPERATIONS OF THE CARRIER.

(Q) LOSS OF OR HIJACKING OF AIRCRAFT, OR ANY SHORTAGE OF OR INABILITY TO PROVIDE LABOUR, FUEL OR FACILITIES.

(R) ANY OTHER EVENT NOT REASONABLY TO BE FORESEEN, ANTICIPATED OR PREDICTED, WHETHER ACTUAL, THREATENED OR REPORTED, WHICH MAY INTERFERE WITH THE OPERATIONS OF THE CARRIER.

(2) UPON THE HAPPENING OF ANY OF THE FOREGOING EVENTS,

THE CARRIER MAY WITHOUT NOTICE CANCEL, TERMINATE, DIVERT, POSTPONE OR DELAY ANY FLIGHT WHETHER BEFORE DEPARTURE OR ENROUTE. IF THE FLIGHT, HAVING COMMENCED IS TERMINATED, THE CARRIER SHALL REFUND THE UNUSED PORTION OF THE FLIGHT AND SHALL USE ITS BEST EFFORTS TO PROVIDE ALTERNATE TRANSPORTATION TO THE DESTINATION FOR THE PASSENGERS AND BAGGAGE AT THE EXPENSE AND RISK OF THE PASSENGER OR SHIPPER.

(D) COMPLIANCE BY SCHEDULED USER, PASSENGER OR SHIPPER

THE SCHEDULED USER, ALL PASSENGERS AND ALL SHIPPERS SHALL FULLY COMPLY WITH ALL OF THE TERMS AND CONDITIONS, RULES AND REGULATIONS SET OUT IN THIS TARIFF. FAILING SUCH COMPLIANCE, THE CARRIER SHALL BE ENTITLED TO CANCEL ANY SCHEDULED CONTRACT OR TICKET. REFUNDS WILL BE PROVIDED WHERE APPLICABLE.

(E) SPACE FOR CARRIER'S USE

ANY UNUSED CAPACITY IN THE AIRCRAFT NOT BEING UTILIZED BY ANY SCHEDULED USER, PASSENGERS OR SHIPPER MAY BE USED BY THE CARRIER.

(F) FLIGHT OPERATIONS

(1) SELECTION OF FLIGHT ROUTE

THE CARRIER SHALL HAVE THE RIGHT TO SELECT THE ROUTE FOR THE FLIGHT, PROVIDED, HOWEVER, THE

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SHORTEST ROUTE WHICH IN THE OPINION OF THE CARRIER

IS SAFE, FEASIBLE AND DULY AUTHORIZED BY ANY COMPETENT AUTHORITY HAVING JURISDICTION, SHALL BE FOLLOWED.

(2) PILOT DISCRETION

THE AIRCRAFT AT ALL TIMES SHALL BE UNDER THE EXCLUSIVE CONTROL OF THE PILOT-IN COMMAND, WHOSE ORDERS SHALL BE STRICTLY COMPLIED WITH BY ANY SCHEDULED USER AND ALL PASSENGERS AND SHIPPERS. THE PILOT OF THE AIRCRAFT SHALL HAVE COMPLETE DISCRETION CONCERNING THE LOAD CARRIED AND ITS DISTRIBUTION AND AS TO WHETHER A FLIGHT SHOULD BE

UNDERTAKEN OR DIVERTED AND AS TO WHERE AND WHEN
AND UNDER WHAT CIRCUMSTANCES LANDING SHOULD BE
MADE AND ALL SUCH DECISIONS OF THE PILOT SHALL BE
ACCEPTED AND AGREED TO BY ANY SCHEDULED USER, THE
PASSENGERS AND THE SHIPPERS.

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K CARRIAGE OF PASSENGERS
(A) REFUSAL TO TRANSPORT - REMOVAL OF PASSENGERS
(1) THE CARRIER MAY REFUSE TO CARRY OR CANCEL THE
RESERVED SPACE OF, OR MAY REMOVE ENROUTE FROM ANY
FLIGHT ANY PASSENGER WHEN:
(A) SUCH ACTION IS NECESSARY FOR REASONS OF
SAFETY.
(B) SUCH ACTION IS NECESSARY TO PREVENT
VIOLATION
OF ANY APPLICABLE LAWS, REGULATIONS OR
ORDERS
OF ANY STATE OR COUNTRY TO BE FLOWN FROM,
INTO OR OVER.
(C) THE CONDUCT, STATUS, AGE, PSYCHOLOGICAL
AND/OR PHYSICAL CONDITION OF THE PASSENGER
IS
SUCH AS TO REQUIRE, IN THE REASONABLE
OPINION
OF THE CARRIER'S PERSONNEL, SPECIAL
ASSISTANCE OR CAUSE DISCOMFORT OR BE
OBJECTIONABLE TO OTHER PASSENGERS, OR
INVOLVE
ANY HAZARD OR RISK TO SUCH PASSENGERS, TO
ANY
OTHER PERSONS OR PROPERTY, OR TO THE FLIGHT.
SUBJECT TO THE PROVISIONS OF PARAGRAPH (D),
THE PRESENT WILL NOT APPLY TO PASSENGERS
WITH
PHYSICAL DISABILITIES.
(D) THE PASSENGER FAILS TO OBSERVE THE
INSTRUCTIONS OF THE CARRIER'S PERSONNEL.

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(E) THE PASSENGER REFUSES, UPON REQUEST, TO
PROVIDE POSITIVE IDENTIFICATION, OR IS NOT
IN
POSSESSION OF PASSPORTS, VISAS OR OTHER
REQUIRED TRAVEL DOCUMENTATION.
(F) THE PASSENGER REFUSES TO PERMIT EXAMINATION
AND INSPECTION OF HIS PERSON, BAGGAGE OR

GOODS. THE CARRIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO ANY PROPERTY RESULTING FROM EXPOSURE TO ELECTRO-MAGNETIC X-RAY OR FLUOROSCOPIC METAL OR OTHER DETECTIVE DEVICES AS A RESULT OF ANY SEARCH.

(G) A PASSENGER UNDER THE AGE OF FIVE (5) YEARS IS NOT ACCOMPANIED DURING THE CARRIAGE BY A PASSENGER OF AT LEAST SIXTEEN (16) YEARS OF AGE OR IF A PASSENGER HAVING ATTAINED FIVE (5) YEARS OF AGE, TRAVELLING ALONE, IS NOT ACCOMPANIED TO THE AIRPORT AT THE TIME OF DEPARTURE BY AN ADULT WHO SHALL REMAIN AT THE AIRPORT UNTIL AFTER FLIGHT DEPARTURE; OR

(I) DOES NOT HOLD CONFIRMED RESERVATIONS THROUGH TO THE DESTINATION; OR

(II) HAS NOT MADE ADVANCE ARRANGEMENTS FOR SUCH CARRIAGE WITH THE CARRIER, OR

(III) HAS NOT HAD AN UNACCOMPANIED MINOR FORM SATISFACTORILY COMPLETED FOR SUCH PASSENGER; OR

(IV) IF SATISFACTORY ASSURANCE IS NOT GIVEN TO THE CARRIER BY SUCH ADULT THAT SUCH PASSENGER WILL BE MET AT THE AIRPORT OF DESTINATION BY ANOTHER ADULT. THE CARRIER MAY REQUIRE SATISFACTORY EVIDENCE ESTABLISHING THE CHILD'S AGE AT THE DATE OF COMMENCEMENT OF CARRIAGE.

(H) THE PASSENGER FAILS TO COMPLY WITH ALL LAWS, REGULATIONS, ORDERS, DEMANDS OR TRAVEL REQUIREMENTS OF COUNTRIES TO BE FLOWN FROM, INTO, OR OVER, AND WITH ALL RULES, REGULATIONS AND INSTRUCTIONS OF THE CARRIER. THE CARRIER SHALL NOT BE LIABLE FOR ANY AID OR INFORMATION GIVEN BY ANY AGENT OR EMPLOYEE OF THE CARRIER TO ANY PASSENGER IN CONNECTION WITH OBTAINING NECESSARY DOCUMENTS OR COMPLYING WITH LAWS, REGULATIONS, ORDERS, DEMANDS, REQUIREMENTS OR INSTRUCTIONS, WHETHER GIVEN ORALLY OR IN WRITING, OR OTHERWISE, OR FOR THE CONSEQUENCES TO ANY PASSENGER RESULTING FROM HIS FAILURE TO OBTAIN SUCH DOCUMENTS OR TO COMPLY WITH SUCH LAWS, REGULATIONS, ORDERS, DEMANDS,

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REQUIREMENTS OR INSTRUCTIONS.

(B) PASSENGER'S CONDUCT - PROHIBITED CONDUCT AND SANCTIONS

(1) PROHIBITED CONDUCT

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING CONSTITUTES PROHIBITED CONDUCT WHERE IT MAY BE NECESSARY, IN THE REASONABLE DISCRETION OF THE CARRIER, TO TAKE ACTION TO ENSURE THE PHYSICAL COMFORT OR SAFETY OF THE PERSON, OTHER PASSENGERS (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 ABOARD THE AIRCRAFT; OR THE SAFE AND ADEQUATE OPERATION OF THE FLIGHT:

(A) THE PERSON, IN THE REASONABLE JUDGMENT OF A RESPONSIBLE CARRIER EMPLOYEE, IS UNDER THE INFLUENCE OF INTOXICATING LIQUORS OR DRUGS (EXCEPT A MEDICAL PATIENT UNDER PROPER CARE);

(B) THE PERSON'S CONDUCT, OR CONDITION IS OR HAS BEEN KNOWN TO BE ABUSIVE, OFFENSIVE, THREATENING, INTIMIDATING, VIOLENT, OR OTHERWISE DISORDERLY, AND IN THE REASONABLE JUDGMENT OF A RESPONSIBLE CARRIER EMPLOYEE THERE IS A POSSIBILITY THAT SUCH PASSENGER WOULD CAUSE DISRUPTION OR SERIOUS IMPAIRMENT TO THE PHYSICAL COMFORT OR SAFETY OF OTHER PASSENGER OR CARRIER'S EMPLOYEES, INTERFERE WITH A CREW MEMBER IN THE PERFORMANCE OF HIS DUTIES ABOARD CARRIER'S AIRCRAFT, OR OTHERWISE JEOPARDIZE SAFE AND ADEQUATE FLIGHT OPERATIONS;

(C) THE PERSON'S CONDUCT INVOLVES ANY UNUSUAL HAZARD OR RISK TO SELF OR TO OTHER PERSONS (INCLUDING, IN CASE OF PREGNANT PASSENGERS, UNBORN CHILDREN) OR TO PROPERTY;

(D) THE PERSON FAILS TO OBSERVE THE INSTRUCTIONS OF THE CARRIER AND ITS EMPLOYEES, INCLUDING INSTRUCTIONS TO CEASE PROHIBITED CONDUCT;

(E) THE PERSON IS UNABLE/UNWILLING TO SIT IN THE SEAT WITH THE SEATBELT FASTENED;

(F) THE PERSON SMOKES OR ATTEMPT TO SMOKE IN THE AIRCRAFT;

(G) THE PERSON USES OR CONTINUES TO USE A CELLULAR TELEPHONE, A LAPTOP COMPUTER OR AN ELECTRONIC DEVICE ON BOARD THE AIRCRAFT AFTER BEING ADVISED TO CEASE SUCH USE BY A MEMBER OF THE CREW;

(H) THE PERSON IS BAREFOOT;

(I) THE PERSON (OTHER THAN ON-DUTY LAW

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ENFORCEMENT OFFICERS) IS WEARING OR HAS ON OR
ABOUT HIS PERSON CONCEALED OR UNCONCEALED DEADLY OR DANGEROUS WEAPONS;

(J) THE PERSON IS MANACLED AND IN CUSTODY OF LAW ENFORCEMENT PERSONNEL;

(K) THE PERSON HAS RESISTED OR MAY REASONABLY BE BELIEVED TO BE CAPABLE OF RESISTING ESCORTS.

(2) SANCTIONS

WHERE, IN THE EXERCISE OF ITS REASONABLE DISCRETION, THE CARRIER DECIDES THAT THE PASSENGER HAS ENGAGED IN PROHIBITED CONDUCT DESCRIBED ABOVE, THE CARRIER MAY IMPOSE ANY COMBINATION OF THE FOLLOWING SANCTIONS:

(A) REMOVAL OF THE PASSENGER AT ANY POINT;

(B) PROBATION. 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 SAID PASSENGER. SUCH PROBATIONARY CONDITIONS MAY BE IMPOSED FOR ANY LENGTH OF TIME, WHICH, IN THE EXERCISE OF THE CARRIER REASONABLE DISCRETION, IS NECESSARY TO ENSURE THAT PASSENGER'S CONTINUED COMPLIANCE IN CONTINUED AVOIDANCE OF PROHIBITED CONDUCT, AND;

(C) REFUSE TO TRANSPORT THE PASSENGER. THE LENGTH OF SUCH REFUSAL TO TRANSPORT MAY RANGE FROM A ONE-TIME TO AN INDEFINITE UP TO LIFETIME BAN. THE LENGTH OF THE REFUSAL PERIOD WILL BE IN THE CARRIER'S REASONABLE DISCRETION, AND WILL BE FOR A PERIOD COMMENSURATE WITH THE NATURE OF THE PROHIBITED CONDUCT AND UNTIL THE CARRIER IS SATISFIED THAT THE PASSENGER NO LONGER CONSTITUTES A THREAT TO THE SAFETY OF THE OTHER PASSENGERS, CREW OR THE AIRCRAFT OR TO THE COMFORT OF THE OTHER PASSENGERS OR CREW; THE UNHINDERED PERFORMANCE OF THE CREW MEMBERS IN THEIR DUTY ABOARD THE AIRCRAFT; OR THE SAFE AND ADQUATE OPERATION OF THE FLIGHT.

THE FOLLOWING CONDUCT WILL AUTOMATICALLY
RESULT IN AN INDEFINITE UP TO LIFETIME BAN:
(I) THE PERSON CONTINUES TO INTERFERE WITH
PERFORMANCE OF A CREW MEMBER'S DUTIES
NOTWITHSTANDING VERBAL WARNINGS BY THE
CREW TO STOP SUCH BEHAVIOR;
(II) THE PERSON INJURES OR SUBJECTS TO A
CREDIBLE THREAT OF INJURY A CREW MEMBER
OR OTHER PASSENGER;
(III) THE PERSON HAS A CONDUCT THAT REQUIRES

AN UNSCHEDULED LANDING AND/OR THE USE OF
RESTRAINTS SUCH AS TIES OR HANDCUFFS;
(IV) THE PERSON REPEATS A PROHIBITED CONDUCT
AFTER RECEIVING A NOTICE OF PROBATION AS
MENTIONED IN (2)(B) ABOVE;
(D) THESE REMEDIES ARE WITHOUT PREJUDICE TO THE
CARRIER'S OTHER RIGHTS AND RECOURSES, NAMELY
TO SEEK RECOVERY OF ANY DIRECT OR INDIRECT
DAMAGE THAT MAY RESULT OR RESULTING FROM THE
PROHIBITED CONDUCT OR AS OTHERWISE PROVIDED
IN THE CARRIER'S TARIFFS, OR THE FILING OF
CRIMINAL OR STATUTORY CHARGES.
(E) NOTWITHSTANDING THE ABOVE, A PERSON WHO IS
REFUSED CARRIAGE FOR AN INDEFINITE 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 HE/SHE
NO LONGER POSES A THREAT TO THE SAFETY AND/OR
COMFORT OF PASSENGERS AND/OR CREW, OR TO THE
SAFETY OF THE AIRCRAFT. SUCH PETITION MAY BE
SENT TO THE ADDRESS PROVIDED IN THE REFUSAL
TO CARRY NOTICE OR THE NOTICE OF PROBATION.
THE CARRIER WILL RESPOND TO THE PETITIONER
WITHIN A REASONABLE PERIOD OF TIME AND WILL
THEREIN PROVIDE AS ASSESSMENT AS TO THE NEED
OR NOT TO PROLONG THE BAN OR TO MAINTAIN THE
PROBATION PERIOD.

(C) LIABILITY FOR REFUSAL TO TRANSPORT AND FOR FAILURE TO
OPERATE ON SCHEDULE
(1) THE CARRIER IS NOT LIABLE FOR ITS REFUSAL TO
TRANSPORT ANY PASSENGER IN ACCORDANCE WITH RULE 6.

SUBJECT TO RULE 5(C)(1) AND 21,
WHERE A PASSENGER INCURS
A SCHEDULE IRREGULARITY (DELAY) OF NOT LESS THAN
SIX (6) HOURS INVOLVING A FLIGHT OPERATED BY TS
OR

IF THE PASSENGER IS
UNABLE TO BOARD THE FLIGHT ON WHICH SPACE WAS
BOOKED AS A RESULT OF {C}A CANCELLATION:

(A) THE CARRIER WILL TRANSPORT THE PASSENGER WITHOUT STOPOVER ON ITS NEXT FLIGHT ON WHICH SPACE IS AVAILABLE AND IN THE SAME CLASS OF SERVICE AS HIS ORIGINAL FLIGHT.

(B) IF THE CARRIER IS UNABLE TO PROVIDE REASONABLE ALTERNATIVE TRANSPORTATION ON ITS SERVICES, THE CARRIER WILL ARRANGE TRANSPORTATION ON THE SERVICES OF OTHER CARRIERS OR COMBINATION OF CARRIERS WITH
WHOM

THE CARRIER HAS INTERLINE TRAFFIC AGREEMENTS FOR SUCH TRANSPORTATION. IN SUCH CASES, THE

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PASSENGER WILL BE TRANSPORTED WITHOUT STOPOVER AND AT NO ADDITIONAL COSTS TO HIMSELF, IN THE SAME CLASS OF SERVICE AS APPLIED TO HIS ORIGINAL OUTBOUND FLIGHT ON THE CARRIER.

(C) IN THE EVENT THAT SPACE ON THE CARRIER IS ONLY AVAILABLE IN A LOWER CLASS OF SERVICE THAN WAS RESERVED BY THE PASSENGER FOR THE ORIGINAL FLIGHT, OR ANY ONE OR MORE OF THE ORIGINAL FLIGHTS, AS THE CASE MAY BE, THE CARRIER WILL, AT THE OPTION OF THE
PASSENGER,

(I) PROVIDE SPACE TO THE PASSENGER AT THE LOWER CLASS OF SERVICE AND REFUND THE DIFFERENCE IN FARES, OR

(II) PROVIDE A FULL REFUND OF THE UNUSED PORTION OF THE FARE PAID BY THE PASSENGER.

(D) IF THE CARRIER IS UNABLE TO PROVIDE REASONABLE ALTERNATIVE TRANSPORTATION ON ITS SERVICES OR ON THE SERVICES OF OTHER CARRIER(S), IN THE EVENT OF A DELAY OF AT LEAST 24 HOURS OR OF
CANCELLATION/OVERBOOKING

OF A FLIGHT ON WHICH THE BOOKING WAS MADE, THEN IT WILL REFUND THE UNUSED TICKET OR PORTIONS THEREOF.

(D) TRANSPORTATION OF A PERSON WITH A DISABILITY

(A) DEFINITIONS

"AMBULATORY" MEANS A PASSENGER WHO IS ABLE TO MOVE ABOUT WITHIN THE AIRCRAFT CABIN UNASSISTED.

"NON-AMBULATORY" MEANS A PASSENGER WHO IS NOT ABLE TO MOVE ABOUT WITHIN THE AIRCRAFT UNASSISTED.

"NON-SELF-RELIANT" MEANS A PERSON WHO IS INCAPABLE OF SELF-CARE DURING FLIGHT AND THEREFORE DEPENDENT UPON A PERSONAL ATTENDANT.

"SELF-RELIANT" MEANS A PERSON WHO IS INDEPENDENT, SELF-SUFFICIENT AND CAPABLE OF TAKING CARE OF ALL PHYSICAL NEEDS DURING FLIGHT, AND WHO REQUIRES NO SPECIAL OR UNUSUAL ATTENTION BEYOND THAT AFFORDED TO THE GENERAL PUBLIC, EXCEPT THAT ASSISTANCE IN BOARDING OR DEPLANING MAY BE REQUIRED.

"PERSONAL ATTENDANT (ASSISTANT)" MEANS A PERSON WHO TRAVELS WITH A PERSON WITH A DISABILITY TO PROVIDE A SERVICE RELATED TO A DISABILITY THAT IS NOT USUALLY PROVIDED BY THE CARRIER'S STAFF.

(B) ACCEPTANCE OF A PASSENGER WITH A DISABILITY

(I) THE CARRIER WILL ACCEPT THE DETERMINTATION OF A PERSON WITH A DISABILITY AS TO SELF-RELIANCE. WHEN A PASSENGER HAS ADVISED THE CARRIER OF HIS/HER SELF-RELIANCE, THE

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CARRIER SHALL NOT REFUSE SUCH PASSENGER TRANSPORTATION ON THE BASIS THAT THERE IS A LACK OF ESCORT OR THAT THE PASSENGER MAY REQUIRE ADDITIONAL ATTENTION FROM THE CARRIER'S EMPLOYEES.

NOTE 1: NON-AMBULATORY/SELF-RELIANT
NUMBER ALLOWED UNATTENDED: 8
ADDITIONAL NUMBER ALLOWED IF ATTENDED: 8

NOTE 2: THE MAXIMUM NUMBER OF NON-AMBULATORY PASSENGERS SHOWN IN THE TABLE ABOVE REFERS TO ACCOMPANIED AND/OR UNACCOMPANIED PASSENGERS. THE CARRIER WILL MAKE EVERY EFFORT TO ACCOMMODATE NON-AMBULATORY PASSENGERS IN EXCESS OF THE NUMBERS SHOWS IN THE TABLES BUT WILL NOT BE OBLIGATED TO DO SO.

(III) MEDICAL CLEARANCE: - THE CARRIER RESERVES THE RIGHT TO REQUIRE CLEARANCE FROM ITS MEDICAL SERVICES IF TRAVEL INVOLVES ANY UNUSUAL RISK OR

HAZARD TO THE PASSENGER OR TO OTHER PERSONS
INCLUDING, IN CASES OF PREGNANT PASSENGERS,
UNBORN
CHILDREN.

(IV) THE CARRIER WILL REFUSE TO TRANSPORT, OR WILL REMOVE AT ANY POINT, ANY PASSENGER WHOSE ACTIONS OR INACTIONS PROVE TO THE CARRIER THAT HIS MENTAL OR PHYSICAL CONDITION IS SUCH AS TO RENDER HIM INCAPABLE OF CARING FOR HIMSELF/HERSELF WITHOUT ASSISTANCE, UNLESS HE 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 UNREASONABLE ATTENTION OR ASSISTANCE FROM EMPLOYEES OF THE CARRIER.

(C) SEATING RESTRICTIONS
PASSENGERS 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.

(D) RESERVATIONS
RESERVATIONS SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF TRAVEL, ADVISING THE CARRIER AS TO THE NATURE OF THE DISABILITY AND ASSISTANCE REQUIRED, SO THAT ARRANGEMENTS CAN BE MADE. THE CARRIER WILL MAKE EVERY EFFORT TO ACCOMMODATE PASSENGERS WHO FAIL TO MAKE RESERVATIONS 48 HOURS IN
ADVANCE.

(E) ACCEPTANCE OF MOBILITY AIDS
IN ADDITION TO THE REGULAR FREE BAGGAGE
ALLOWANCE,
THE CARRIER WILL ACCEPT THE FOLLOWING ITEMS WHICH MUST BE STOWED IN THE BAGGAGE COMPARTMENT:

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(I) MANUALLY OPERATED WHEELCHAIRS AND WALKERS.

(II) WHEELCHAIRS WITH NON-SPILLABLE BATTERIES, WITH TERMINALS DISCONECTED AND TAPED. SERVICE REGARDING THE ASSEMBLY AND DISASSEMBLY OF SUCH MOBILITY AIDS WILL BE PROVIDED BY THE CARRIER.

(III) FOR FLIGHT SAFETY REASONS, WHEELCHAIRS WITH SPILLABLE WET CELL BATTERIES ARE NO LONGER PERMITTED ON BOARD.

(IV) CRUTCHES AND CANES MAY BE RETAINED IN THE PASSENGER'S CUSTODY PROVIDED THEY ARE STOWED

IN ACCORDANCE WITH THE CARRIER'S SAFETY
REGULATIONS.
(F) SERVICE ANIMAL TRAINED TO ASSIST A PERMANENT OR
LONG-TERM DISABLED PASSENGER
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 AS HAVING BEEN TRAINED BY A
PROFESSIONAL
SERVICE ANIMAL INSTITUTION. {X}. FOR THE
COMFORT
OF ALL PASSENGERS, THE CARRIER'S STAFF WILL
DETERMINE, IN CONSULTATION WITH THE PERSON WITH A
DISABILITY, WHERE THE PERSON AND SERVICE ANIMAL
WILL BE SEATED. SERVICE ANIMALS WILL NOT BE
CARRIED UNLESS PROPER PERMITS ARE OBTAINED FOR
ENTRY INTO THE COUNTRIES OF TRANSIT/FINAL
DESTINATION, AND SUCH PERMITS ARE PRESENTED PRIOR
TO COMMENCEMENT OF TRAVEL. SHOULD INJURY TO OR
DEATH OF A SERVICE ANIMAL RESULT FROM THE FAULT
OR
NEGLIGENCE OF THE CARRIER, THE CARRIER WILL
UNTAKE
TO PROVIDE EXPEDITIOUSLY, AND AT ITS OWN EXPENSE,
FOR MEDICAL CARE, AND IF NECESSARY, REPLACEMENT
OF
THE ANIMAL.
(E) CARRIAGE OF CHILDREN
(1) ACCOMPANIED - 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 SIXTEEN (16) YEARS OF AGE.
(2) UNACCOMPANIED - CARRIAGE IS TO BE SOLELY ON THE
CARRIER'S FLIGHT AND WILL IN NO CIRCUMSTANCES
INVOLVE INTERLINING. THE CARRIER MUST BE AT
ADVISED AT LEAST 72 HOURS IN ADVANCE OF TRAVEL.
THE FOLLOWING CONDITIONS WILL APPLY:
(A) UNDER 8 YEARS, NOT ACCEPTED UNDER ANY
CONDITIONS.
(B) AGES 8 TO 11 INCLUSIVE, ACCEPTED
PROVIDING:
(I) THE CHILD IS BROUGHT TO THE AIRPORT BY
A

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PARENT OR RESPONSIBLE ADULT.
(II) RESERVATIONS ARE CONFIRMED THROUGH TO
DESTINATION.

(III) THE CHILD WILL BE MET AND TAKEN INTO CUSTODY OF A RESPONSIBLE ADULT AT STOPOVERS AND DESTINATION.

(IV) THE UNACCOMPANIED MINOR FORM IS COMPLETED.

(V) THE PARENT OR GUARDIAN REMAINS AT THE AIRPORT UNTIL AIRCRAFT IS AIRBORNE AND CLEARANCE TO DEPART HAS BEEN PROVIDED BY THE CARRIER.

(VI) THE CHILD POSSESSES WRITTEN INFORMATION SHOWING THE NAME AND ADDRESS OF THE RESPONSIBLE ADULT MEETING THE CHILD AT DESTINATION.

(VII) THE FLIGHT ON WHICH SPACE IS HELD IS NOT EXPECTED TO TERMINATE SHORT OF, OR BYPASS THE DESTINATION BECAUSE OF WEATHER CONDITIONS.

(VIII) PRIOR TO RELEASING CUSTODY OF AN UNACCOMPANIED CHILD, THE AGENT MUST OBTAIN POSITIVE IDENTIFICATION OF THE RESPONSIBLE PARTY MEETING THE CHILD AND THE SIGNATURE OF THE SAID PARTY. A HANDLING FEE OF CAD $100 PER FLIGHT SEGMENT PER CHILD APPLIES.

(C) HANDLING UNACCOMPANIED CHILDREN IN SITUATIONS INVOLVING IRREGULAR OPERATIONS:

(I) THE CARRIER WILL ADVISE THE CONTACT AT DESTINATION IF THE CHILD IS TO ARRIVE AT DESTINATION BY OTHER THAN THE ORIGINAL FLIGHT. IF THE CARRIER IS UNABLE TO REACH THE CONTACT AT DESTINATION, IT WILL ADVISE THE CONTACT AT ORIGIN.

(II) THE CARRIER WILL ASSUME CUSTODY OF THE CHILD IN CASE OF DIVERSION OF FLIGHT.

(III) PRIOR TO RELEASING CUSTODY OF AN UNACCOMPANIED CHILD, THE AGENT MUST OBTAIN POSITIVE IDENTIFICATION OF THE RESPONSIBLE PARTY MEETING THE CHILD AND THE SIGNATURE OF THE SAID PARTY.

(3) RESPONSIBILITIES OF THE CARRIER - THE CARRIER WILL ENSURE THE SAFETY, SECURITY AND GENERAL WELL-BEING OF UNACCOMPANIED MINORS, BUT WILL NOT ASSUME ANY FINANCIAL OR GUARDIANSHIP RESPONSIBILITY FOR THEM BEYOND THOSE APPLICABLE TO AN ADULT PASSENGER.

TITLE/APPLICATION - 70

_ CARRIAGE OF BAGGAGE AND CARGO

(A) BAGGAGE

THE CARRIER WILL ACCEPT FOR TRANSPORTATION AS BAGGAGE SUCH PERSONAL PROPERTY AS IS NECESSARY FOR THE WEAR, USE, COMFORT OR CONVENIENCE OF THE PASSENGER FOR THE PURPOSES OF THE TRIP, SUBJECT TO THE FOLLOWING CONDITIONS:

(1) ALL BAGGAGE MUST BE SUITABLY EXTERNALLY IDENTIFIED AND PACKED IN A MANNER WHICH CAN WITHSTAND ORDINARY HANDLING, OR BE OF A WEIGHT, SIZE OR CHARACTER WHICH RENDERS IT SUITABLE FOR TRANSPORTATION;

(2) FRAGILE OR PERISHABLE ARTICLES, INCLUDING MEDICATION OR MEDICAL DEVICES, MONEY, JEWELRY, SILVERWARE, ELECTRONICS, LAPTOP COMPUTERS, PERSONAL AUDIO/VIDEO DEVICES, NEGOTIABLE DOCUMENTS, SECURITIES, SAMPLES OF BUSINESS DOCUMENTS OR OTHER VALUABLES (OTHER THAN ARTICLES OF CLOTHING) SHALL NOT BE ACCEPTED AS CHECKED BAGGAGE. ANY SUCH ITEMS DECLARED OR FOUND IN CHECKED BAGGAGE SHALL BE SUBJECT TO REMOVAL PRIOR TO THE BAGGAGE IN QUESTION BEING ACCEPTED FOR CARRIAGE BY THE CARRIER. THE CARRIER SHALL NOT BE LIABLE FOR DAMAGE TO FRAGILE, VALUABLE OR PERISHABLE ITEMS WHERE SUCH DAMAGE IS THE RESULT OF THE INHERENT DEFECT, QUALITY OR VICE OF THE ITEM IN QUESTION. UNSUITABLY OR INADEQUATELY PACKED ITEMS WILL BE ACCEPTED AT THE CARRER'S DISCRETION AND, WHERE ACCEPTED, COMPENSATION MAY BE DENIED AS A RESULT OF THE AFORE-MENTIONED FACTORS. THE CARRIER ASSUMES NO LIABILITY FOR THE DELAY IN DELIVERY OF ANY PERISHABLE ITEMS ACCEPTED AS CHECKED BAGGAGE UNLESS IT HAS FAILED TO TAKE ALL REASONABLE MEASURES TO AVOID SUCH DELAY.

(3) NORMAL CARRIER LIABILITY, AS CONTAINED IN THIS RULE, WILL BE WAIVED FOR SUBSTANTIATED CLAIMS INVOLVING THE LOSS OF, DAMAGE TO, OR DELAY IN DELIVERY OF MOBILITY AIDS, WHEN SUCH ITEMS HAVE BEEN ACCEPTED INTO THE CARE OF THE CARRIER AS CHECKED BAGGAGE OR OTHERWISE. IF A MOBILITY AID IS DAMAGED OR LOST, THE CARRIER WILL IMMEDIATELY PROVIDE A SUITABLE TEMPORARY REPLACEMENT WITHOUT CHARGE. IF A DAMAGED AID CAN BE REPAIRED, 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. IF A

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DAMAGED AID CANNOT BE REPAIRED OR IS LOST AND CANNOT BE LOCATED WITHIN 96 HOURS AFTER THE PASSENGER'S ARRIVAL, THE CARRIER WILL, AT ITS DISCRETION, REPLACE IT WITH AN IDENTICAL AID SATISFACTORY TO THE PASSENGER, OR REIMBURSE THE PASSENGER FOR THE REPLACEMENT COST OF THE AID.

(4) EACH PASSENGERS (EXCLUDING INFANTS UNDER 2 YEARS OF AGE) IN ECONOMY CLASS WILL HAVE THE FOLLOWING FREE CHECKED BAGGAGE ALLOWANCES ON ALL ROUTES SUBJECT TO THE EXCEPTIONS LISTED BELOW: 20 KILOS (CLUB CLASS: 40 KILOS/OPTION PLUS: 30 KILOS).

EXCEPTION: FOR PASSENGERS HOLDING VOUCHERS FOR CARIBBEAN CRUISE ITINERARIES - 25 KILOS (CLUB: 40 KILOS/OP: 35 KILOS).

IF THE TOTAL WEIGHT EXCEEDS THE MAXIMUM ALLOWANCE, SUBJECT TO SPACE AVAILABILITY, AN ADDITIONAL CHARGE OF CAD $15.00 (OR EQUIVALENCE IN OTHER CURRENCIES) PER EXCESS KILOGRAM WILL BE APPLICABLE. WHEN PAYMENT IS MADE IN CASH AT COUNTRIES OUTSIDE OF CANADA, NOT ALL CURRENCIES MAY BE ACCEPTED, AND MAY BE LIMITED TO LOCAL CURRENCY ONLY. A PIECE OF CHECKED BAGGAGE SHALL NOT EXCEED 158 CM IN TOTAL DIMENSION (LXWXH) AND 32 KILOS IN WEIGHT, OTHERWISE BAGGAGE SHALL BE SHIPPED AS CARGO AND CARGO CHARGES SHALL APPLY. IN ADDITION TO THE FREE BAGGAGE ALLOWANCE, ONE OF THE FOLLOWING ARTICLES OF BAGGAGE MAY BE CARRIED WITHOUT ADDITIONAL CHARGE TO A MAXIMUM OF 20 KILOGRAMS (44 LBS.) PER PASSENGER, SUBJECT TO AVAILABILITY OF SPACE AND UPON SIGNATURE OF A LIMITED RELEASE FORM EXEMPTING THE CARRIER FROM ANY LIABILITY RESULTING FROM DAMAGE TO SUCH GOODS:

(I) ONE GOLF BAG CONTAINING 14 GOLF CLUBS, 12 GOLF BALLS AND ONE PAIR OF GOLF SHOES;

(II) ONE PAIR OF SNOW SKIS WITH ONE PAIR OF SKI POLES AND ONE PAIR OF SKI BOOTS;

TITLE/APPLICATION - 70 (CONT)

(III) ONE SNOWBOARD WITH ONE PAIR OF SNOWBOARD BOOTS;
(IV) ONE KITEBOARD/KITESURFER; (UP TO A MAXIMUM OF 10 KGS)
(V) ONE EMPTY SCUBA DIVING TANK WITH AIR REGULATOR MASK AND/OR FINS;
(VI) ONE APPROVED CAR SEAT AND ONE STROLLER PER CHILD/INFANT;
(VII) ONE SET OF CAMPING EQUIPMENT INCLUDING 1 TENT, 2 SLEEPING BAGS AND CAMPING ACCESSORIES, TOTAL WEIGHT NOT EXCEEDING 20 KILOGRAMS.

NOTE: EVERYTHING EXCEEDING 20 KILOGRAMS (CLUB CLASS - 40KILOGRAMS/ OPTION PLUS - 30 KILOGRAMS) WILL BE CHARGED AS EXCESS BAGGAGE AT A RATE OF CAD/USD $15.00 PER EXCEEDING KILOGRAM. THE FOLLOWING ARTICLES WILL BE SUBJECT TO THE RATES NOTED: WINDSURFING BOARD, NO MORE THAN 12 FEET LONG, WITH MAST AND SAIL DETACHED AND PACKED SEPARATELY FROM BOARD: CAD/USD $100.00 (OR EQUIVALENT IN OTHER CURRENCIES) PER FLIGHT SEGMENT. BICYCLES: CAD/USD $30.00 (OR EQUIVALENT) PER FLIGHT SEGMENT. ALL OTHER SPORTING EQUIPMENT NOT LISTED AS EXCEMPT IS SUBJECT TO STANDARD EXCESS BAGGAGE FEES. WHEN PAYMENT IS MADE IN CASH AT COUNTRIES OUTSIDE OF CANADA, NOT ALL CURRENCIES MAY BE ACCEPTED, AND MAY BE LIMITED TO LOCAL CURRENCY ONLY.

(5) BAGGAGE (EQUIVALENT TO HAND LUGGAGE) THE DIMENSIONS OF WHICH DO NOT EXCEED 23 CM X 40 CM X 51 CM (9" X 16" X 20) AND THE WEIGHT OF WHICH DOES
* NOT EXCEED 10 KILOGRAMS IN ECONOMY AND 15 KG IN CLUB CLASS MAY BE CARRIED ON BOARD THE AIRCRAFT BY

THE PASSENGER PROVIDED THAT, AT THE SOLE
DISCRETION OF THE CARRIER, IT IS SUITABLE TO BE
STOWED IN THE PASSENGER COMPARTMENT OF THE
AIRCRAFT AND IS NOT OTHERWISE OFFENSIVE OR
OBJECTIONABLE TO ANY OTHER PASSENGERS.

(6) ARTICLES OF BAGGAGE OR GOODS WILL NOT BE CARRIED
WHEN SUCH ARTICLES ARE LIKELY TO ENDANGER THE
AIRCRAFT, PERSON OR PROPERTY, ARE LIKELY TO BE
DAMAGED BY AIR CARRIAGE, ARE UNSUITABLY TAGGED OR
PACKED, OR THE CARRIAGE OF WHICH WOULD VIOLATE
THE
LAWS, REGULATIONS, OR ORDERS OF COUNTRIES TO BE

TITLE/APPLICATION - 70 (CONT)

FLOWN FROM, INTO, OR OVER.

(7) IF THE WEIGHT, SIZE OR CHARACTER RENDERS IT
UNSUITABLE FOR CARRIAGE ON THE AIRCRAFT, THE
CARRIER, PRIOR TO DEPARTURE OF THE FLIGHT, WILL
REFUSE TO CARRY THE PASSENGER'S 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 REQUIRED ENTRY PERMITS ARE IN THE
POSSESSION OF THE PASSENGER FOR THE COUNTRY
OF DESTINATION AND PROVIDED THAT SUCH
FIREARMS ARE DISASSEMBLED OR PACKED IN A
SUITABLE CASE. THE PROVISIONS OF THIS
PARAGRAPH DO NOT APPLY TO LAW ENFORCEMENT
OFFICERS TRAVELING IN THE LINE OF DUTY AND
CARRYING LEGALLY PRESCRIBED SIDE ARMS OR
OTHER SIMILAR WEAPONS.

(B) EXPLOSIVES, AMMUNITION, CORROSIVES,
FLAMMABLES, OR OTHERWISE DANGEROUS MATERIAL;

(C) ANY SHARP OR POINTED ARTICLE SUCH AS KNIFE,
SCISSORS, NAIL FASTENERS, OR ANYTHING THAT
COULD BE USED AS A WEAPON;

(D) ELECTRONIC OR MOTORIZED EQUIPMENT;

(E) OBJECTS OF ART;

(F) LIVE ANIMALS;

(G) PERISHABLE ITEMS.

(B) CARGO

CARRIER'S ACCEPTANCE OF CARGO ONBOARD ANY FLIGHT,
SHALL
BE SUBJECT TO THE FOLLOWING CONDITIONS:

(1) THE CARRIER SHALL HAVE THE RIGHT, BUT NOT
OBLIGATION, TO MAKE SUCH INSPECTIONS OF CARGO AS

IT DEEMS NECESSARY OR APPROPRIATE, WITH OR
WITHOUT
THE SHIPPER'S CONSENT OR KNOWLEDGE. THE
EXISTENCE
OR EXERCISE OF SUCH RIGHT SHALL NOT BE CONSTRUED
AS AN AGREEMENT, EXPRESSED OR IMPLIED, BY THE
CARRIER TO CARRY SUCH CARGO AS WOULD OTHERWISE BE
PRECLUDED FROM CARRIAGE IN ACCORDANCE WITH THIS
TARIFF.

(2) THE CARRIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO
ANY CARGO RESULTING FROM EXPOSURE TO
ELECTRO-MAGNETIC X-RAY OR FLUOROSCOPIC METAL OR
OTHER DETECTING DEVICES AS A RESULT OF ANY SUCH
INSPECTIONS.

(3) ALL CARGO PRESENTED FOR CARRIAGE SHALL BE CRATED
OR OTHERWISE SUITABLY ENCLOSED AND BE OF WEIGHT,
SIZE AND CHARACTER THAT IS SUITABLE FOR CARRIAGE
ON THE AIRCRAFT.

(4) CARRIAGE OF ANIMALS: ONLY DOMESTIC CATS AND DOGS

TITLE/APPLICATION - 70 (CONT)

ARE ACCEPTED FOR CARRIAGE, AND THIS ONLY IN THE
CARGO HOLD OF THE CARRIER'S AIRCRAFT. ALL OTHER
ANIMALS, EXCEPT CERTIFIED SERVICE ANIMALS, ARE
NOT
ACCEPTED ON THE CARRIER'S FLIGHTS. PASSENGERS
MUST MAKE AN ADVANCE RESERVATION FOR THE CARRIAGE
OF AN ANIMAL AND BE IN POSSESSION OF ALL
ANIMAL-RELATED HEALTH AND VACCINATION DOCUMENTS
REQUIRED BY THE COUNTRY OF DESTINATION. THE
FOLLOWING CONDITIONS WILL APPLY:

(A) A FEE OF CAD $275.00 FOR EACH FLIGHT SEGMENT
BETWEEN CANADA AND EUROPE, AND CAD $150.00
FOR ALL OTHER SEGMENTS, WILL BE CHARGED FOR
CARRIAGE OF ANIMALS IN THE CARGO HOLD.

(B) ANIMAL MUST TRAVEL IN A CAGE SUPPLIED BY THE
PASSENGER WITH THE NAME OF THE ANIMAL
WRITTEN
ON IT.

(C) ANIMAL MUST BE IN AN IATA APPROVED CAGE FOR
AIR TRANSPORTATION. PLAIN RIGID PLASTIC IS
MANDATORY. CAGE OF THE WIRE-KIND OR ANY
OTHER MATERIAL WILL NOT BE ACCEPTED (DOOR
CAN
BE OF WIRE-KIND).

(D) CAGE MUST BE BIG ENOUGH FOR THE ANIMAL(S) TO
STAND-UP, TURN-AROUND AND LIE DOWN ACCORDING
TO NUMBER OF ANIMALS INSIDE.

(E) ONLY ONE (1) ANIMAL PER CAGE IS ACCEPTED, AND
NO ANIMAL UNDER 12 WEEKS OF AGE MAY TRAVEL ALONE. EXCEPTIONS TO THIS ARE AS FOLLOWS: DOGS AND CATS: A MOTHER WITH PUPPIES OR A MOTHER WITH KITTENS BETWEEN 6-12 WEEKS OLD, OR, UP TO 3 PUPPIES OR KITTENS FROM THE SAME LITTER BETWEEN 8 WEEKS TO 6 MONTHS. THE CAGE
MUST ALWAYS BE BIG ENOUGH TO ACCOMMODATE ALL THE ANIMALS.
NOTE: NO ANIMALS OF ANY KIND, EXCEPT SERVICE
ANIMALS AS PER PARAGRAPH (B)(4), ARE ACCEPTED ON FLIGHTS GOING TO, OR CONNECTING IN HAWAII.

(5) PERISHABLE GOODS SHALL BE PROPERLY PACKED BY THE SHIPPER TO PREVENT DAMAGE OR DETERIORATION IN FLIGHT. THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DETERIORATION OR DESTRUCTION OF PERISHABLE GOODS REGARDLESS OF ITS CAUSE, INCLUDING LOSS, DAMAGE, DETERIORATION OR DESTRUCTION RESULTING FROM DELAY IN DEPARTURE OR ENROUTE UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CARRIER.

(6) NON-ACCEPTANCE BY CONSIGNEE - WHERE ANY GOODS ARE REFUSED BY THE CONSIGNEE, OR EFFECTIVE ARRANGEMENTS HAVE NOT BEEN MADE BY THE SHIPPER FOR

TITLE/APPLICATION - 70 (CONT)

THE CONSIGNEE TO ACCEPT GOODS AT THE DESTINATION, OR WHERE INSTRUCTIONS FOR DISPOSAL CANNOT BE OBTAINED FROM THE SHIPPER OR CONSIGNEE, OR WHERE THERE IS A DANGER THAT THE GOODS SHALL BECOME WORTHLESS BECAUSE OF DELAY IN TRANSIT OR DELIVERY OR NON-DELIVERY, THE CARRIER SHALL WITHOUT PRIOR NOTICE, DISPOSE OF THE GOODS UPON SUCH TERMS AS SHALL APPEAR FIT AND PROPER TO THE CARRIER FROM AND AGAINST ANY AND ALL COSTS OF DISPOSAL, DELIVERY OR STORAGE THEREOF.

(7) REFUSAL OF CARRIAGE - THE CARRIER SHALL REFUSE TO CARRY OR SHALL REMOVE ENROUTE ANY CARGO WHEN:

(A) SUCH CARGO
- MAY ENDANGER THE SAFETY OF THE AIRCRAFT, CREW, OTHER CARGO, PASSENGERS OR BAGGAGE;
- IS SHIPPED CONTRARY TO ANY APPLICABLE LAWS,
REGULATIONS OR ORDERS OF ANY PLACE TO BE

FLOWN FROM, INTO OR OVER;
- IS LIABLE TO CAUSE DAMAGE TO THE AIRCRAFT OR TO BAGGAGE OR OTHER CARGO, OR INJURY TO PERSONS ONBOARD THE AIRCRAFT;
- IS LIKELY TO BE DAMAGED BY AIR CARRIAGE;
- IS IMPROPERLY PACKED OR OTHERWISE DEFECTIVE.

(B) THE WEIGHT, SIZE OR CHARACTER OF THE CARGO IS UNSUITABLE FOR CARRIAGE ON THE AIRCRAFT.

(8) RESTRICTED ARTICLES

(A) IN ADDITION TO THE RULES SET FORTH IN THIS TARIFF, THE PROVISIONS OF THE IATA RESTRICTED ARTICLES REGULATIONS SHALL APPLY IN CONNECTION WITH CARRIAGE IN THE AIRCRAFT.

(B) THE SHIPPER SHALL COMPLY WITH ALL APPLICABLE REGULATIONS GOVERNING THE CARRIAGE OF SUCH RESTRICTED ARTICLES.

AREA: TB TARIFF: CGR CXR: TS RULE: 0008

TITLE/APPLICATION - 70

K LIMITATION OF LIABILITY - PASSENGERS

FOR TRAVEL GOVERNED BY THE MONTREAL CONVENTION

FOR THE PURPOSE OF INTERNATIONAL CARRIAGE GOVERNED BY THE MONTREAL CONVENTION, THE LIABILITY RULES SET OUT IN THE MONTREAL CONVENTION ARE FULLY INCORPORATED HEREIN AND SHALL SUPERSEDE AND PREVAIL OVER ANY PROVISIONS OF THIS TARIFF WHICH MAY BE INCONSISTENT WITH THOSE RULES.

AREA: TB TARIFF: CGR CXR: TS RULE: 0008

TITLE/APPLICATION - 70 (CONT)

FOR TRAVEL GOVERNED BY THE WARSAW CONVENTION

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION UNLESS SUCH CARRIAGE IS NOT "INTERNATIONAL CARRIAGE", AS DEFINED BY THE WARSAW CONVENTION. HOWEVER, THE CARRIER WITH RESPECT TO ALL INTERNATIONAL TRANSPORTATION, AS DEFINED IN THE SAID CONVENTION, PERFORMED BY IT, AGREES THAT THE LIMIT OF LIABILITY FOR EACH PASSENGER FOR DEATH OR WOUNDING OR OTHER PERSONAL INJURY SHALL BE LIMITED TO PROVEN DAMAGES NOT TO EXCEED THE SUM OF SDR 100,000, EXCLUSIVE OF LEGAL FEES AND COSTS.

FOR TRAVEL GOVERNED BY THE MONTREAL AND WARSAW CONVENTIONS

NOTHING HEREIN SHALL BE DEEMED TO AFFECT THE RIGHTS AND

LIABILITIES OF THE CARRIER WITH REGARD TO ANY PERSON WHO HAS
WILLFULLY CAUSED DAMAGE WHICH RESULTED IN DEATH, WOUNDING,
OR OTHER BODILY INJURY OF A PASSENGER.

AREA: TB TARIFF: CGR CXR: TS RULE: 0009

TITLE/APPLICATION - 70

K LIMITATION OF LIABILITY FOR BAGGAGE OR CARGO AND EXCESS VALUATION CHARGES

FOR TRAVEL GOVERNED BY THE MONTREAL CONVENTION

FOR THE PURPOSE OF INTERNATIONAL CARRIAGE GOVERNED BY THE MONTREAL CONVENTION, THE LIABILITY RULES SET OUT IN THE MONTREAL CONVENTION ARE FULLY INCORPORATED HEREIN AND SHALL SUPERSEDE AND PREVAIL OVER ANY PROVISIONS OF THIS TARIFF WHICH MAY BE INCONSISTENT WITH THOSE RULES.

FOR TRAVEL GOVERNED BY THE WARSAW CONVENTION

CARRIER LIABILITY, FOR THE LOSS OF, DAMAGE TO, OR DELAY IN THE DELIVERY OF ANY PERSONAL PROPERTY, INCLUDING CHECKED BAGGAGE AND GOODS, IS LIMITED TO THE SUM OF 250 FRANCS PER KILOGRAM, UNLESS THE PASSSENGER OR THE CHARTERER, AT THE TIME OF PRESENTING SUCH BAGGAGE OR GOODS FOR TRANSPORTATION,
HAS DECLARED A HIGHER VALUE AND PAID AN ADDITIONAL CHARGE IN
ACCORDANCE WITH THE PROVISIONS OF THIS RULE. AS REGARDS OBJECTS OF WHICH THE PASSENGER TAKES CHARGE HIMSELF, THE LIABILITY OF THE CARRIER IS LIMITED TO 5000 FRANCS PER PASSENGER.

IN THE CASE OF LOSS, DAMAGE OR DELAY OF PART OF PROPERTY CARRIER AS CHECKED BAGGAGE, THE WEIGHT TO BE TAKEN INTO CONSIDERATION IN DETERMINING THE AMOUNT TO WHICH THE CARRIER'S LIABILITY IS LIMITED SHALL BE ONLY THE TOTAL WEIGHT OF THE PROPERTY LOST, DAMAGED OR DELAYED.

AREA: TB TARIFF: CGR CXR: TS RULE: 0009

TITLE/APPLICATION - 70 (CONT)

NEVERTHELESS, WHEN THE LOSS DAMAGE OR DELAY OF A PART OF THE
PROPERTY AFFECTS THE VALUE OF OTHER PROPERTY COVERED BY THE SAME BAGGAGE CHECK, THE TOTAL WEIGHT OF THE PROPERTY COVERED
BY THE BAGGAGE CHECK SHALL BE TAKEN INTO CONSIDERATION IN DETERMINING THE LIMIT OF LIABILITY.

THE MONETARY UNIT REFERRED TO IN THIS RULE SHALL BE DEEMED TO REFER TO THE GOLD FRANC AS REFERENCED IN THE CARRIAGE BY AIR ACT, R.S.C.C-26. FOR THE PURPOSE OF SETTLEMENT OF CLAIMS AND IN THE EVENT OF AN ACTION AGAINST THE CARRIER, ANY SUM IN FRANCS SHALL BE CONVERTED INTO CANADIAN DOLLARS BY:

(A) CONVERTING FRANCS INTO SPECIAL DRAWING RIGHTS AT THE RATE OF ONE SPECIAL DRAWING RIGHT FOR 15.075 FRANCS; AND

(B) CONVERTING SPECIAL DRAWING RIGHTS INTO CANADIAN DOLLARS AT THE RATE ESTABLISHED BY THE INTERNATIONAL MONETARY FUND.

THE RATE OF EXCHANGE FOR CONVERTING SPECIAL DRAWING RIGHTS INTO CANADIAN DOLLARS SHALL BE THE RATE PREVAILING ON THE DATE ON WHICH THE AMOUNT OF ANY DAMAGE TO BE PAID BY THE CARRIER IS ASCERTAINED BY A COURT OR, IN THE EVENT A SETTLEMENT IS AGREED BETWEEN THE CARRIER AND CLAIMANT, ON THE DATE SETTLEMENT IS AGREED.

NOTE: AT THE TIME OF FILING OF THIS TARIFF PROVISION, 250 FRANCS CONVERT APPROXIMATELY TO CAD $33.00 AND 5000 FRANCS CONVERT APPROXIMATELY TO CAD $660.00. THESE CONVERTED VALUES ARE PROVIDED FOR GENERAL REFERENCE ONLY. THE CARRIER'S LIABILITY WILL BE CALCULATED FOR EACH CLAIM INDIVIDUALLY, BASED ON THE FORMULA SET OUT IN THIS RULE.

FOR LATE OR NON-DELIVERED BAGGAGE, THE CARRIER'S GOODWILL POLICY CONSISTS OF USD 25.00 PER BAGGAGE, PER DAY, AFTER 24 HOUR WAITING PERIOD, FOR PASSENGERS AWAY FROM HOME, UP TO A MAXIMUM OF USD 175.00 PER BAGGAGE.

NOTWITHSTANDING THE NORMAL CARRIER LIABILITY, AS CONTAINED IN THIS TARIFF, THE LIMIT OF LIABILITY WILL BE WAIVED FOR CLAIMS INVOLVING THE LOSS OF, DAMAGE TO, OR DELAY IN DELIVERY OF MOBILITY AIDS, WHEN SUCH ITEMS HAVE BEEN ACCEPTED AS CHECKED BAGGAGE OR OTHERWISE.

FOR TRAVEL GOVERNED BY THE MONTREAL AND WARSAW CONVENTIONS

IF THE PASSENGER OR CHARTERER ELECTS TO DECLARE A HIGHER VALUE, AN ADDITIONAL CHARGE SHALL BE PAYABLE AND THE CARRIER'S LIABILITY WILL NOT EXCEED THE HIGHER VALUE DECLARED. THE ADDITIONAL CHARGE WILL BE CALCULATED AS FOLLOWS:

(A) THE AMOUNT OF THE CARRIER'S LIABILITY CALCULATED IN ACCORDANCE WITH THE PARTS OF THIS RULE SET OUT ABOVE SHALL BE REFERRED TO AS "BASIC CARRIER LIABILITY";

TITLE/APPLICATION - 70 (CONT)

(B) NO CHARGE SHALL BE PAYABLE ON THAT PART OF THE DECLARED VALUE WHICH DOES NOT EXCEED BASIC CARRIER LIABILITY;

(C) FOR THAT PART OF THE DECLARED VALUE WHICH DOES NOT EXCEED BASIC CARRIER LIABILITY, A CHARGE SHALL BE PAYABLE AT THE RATE OF CAD $0.50 FOR EACH CAD $100.00

OR FRACTION THEREOF.
WHETHER THE PASSENGER OR CONSIGNOR DECLARES HIGHER VALUE OR NOT, IN NO CASE WILL THE CARRIER'S LIABILITY EXCEED THE ACTUAL LOSS SUFFERED BY THE PASSENGER OR CONSIGNOR. ALL CLAIMS ARE SUBJECT TO PROOF OF AMOUNT OF LOSS.
IN THE CASE OF DAMAGE OR PARTIAL LOSS, THE PERSON ENTITLED TO DELIVERY MUST COMPLAIN TO THE CARRIER FORTWITH AFTER DISCOVERY OF THE DAMAGE OR PARTIAL LOSS AND, AT THE LATEST, WITHIN SEVEN DAYS FROM THE DATE OF RECEIPT OF THE BAGGAGE.
IN THE CASE OF DELAY, THE COMPLAINT MUST BE MADE AT THE LATEST WITHIN 21 DAYS FROM THE DATE ON WHICH THE BAGGAGE HAS
BEEN PLACED AT HIS DISPOSAL. IN THE CASE OF LOSS, THE COMPLAINT MUST BE MADE AT THE LATEST WITHIN 30 DAYS FROM THE
DATE THE BAGGAGE SHOULD HAVE BEEN DELIVERED. EVERY COMPLAINT, WHETHER FOR LOSS, PARTIAL LOSS, DAMAGE OR DELAY, MUST BE MADE IN WRITING AND MUST BE DISPATCHED WITHIN THE TIMES AFORESAID. FAILING COMPLAINT WITHIN THE TIMES AFORESAID, NO ACTION MAY BE BROUGHT AGAINST THE CARRIER.
FURTHERMORE, IN THE EVENT OF DELAY IN DELIVERY OR LOSS OF BAGGAGE, THE CLAIMANT MUST NOTIFY THE CARRIER'S AIRPORT PERSONNEL IN WRITING (THROUGH THE COMPLETION OF A PROPERTY IRREGULARITY REPORT) AS SOON AS THE FAILURE TO DELIVER CHECKED BAGGAGE AT THE AIRPORT OF DESTINATION IS ASCERTAINED. FAILURE TO DO SO WILL RESULT IN DENIED COMPENSATION IN THE EVENT THE BAGGAGE IN QUESTION IS DECLARED LOST AFTER A 30 DAYS SEARCH.

AREA: TB TARIFF: CGR CXR: TS RULE: 0010

TITLE/APPLICATION - 70

K TRAVEL DOCUMENTS

(A) TICKETS

(1) NO PERSON SHALL BE ENTITLED TO CARRIAGE EXCEPT UPON PRESENTATION OF A VALID TICKET.

(2) TICKETS ARE NOT TRANSFERABLE AND THE CARRIER SHALL NOT BE REQUIRED TO HONOUR ANY TICKET OR PROVIDE ANY TRANSPORTATION WHERE SUCH TICKET IS PRESENTED BY SOMEONE OTHER THAN THE PERSON ENTITLED TO BE TRANSPORTED THEREUNDER.

(B) VALIDITY OF TICKET

AREA: TB TARIFF: CGR CXR: TS RULE: 0010

TITLE/APPLICATION - 70 (CONT)

TICKETS ARE VALID FOR CARRIAGE ONLY ON THE FLIGHTS AND DATES SHOWN THEREON AND ARE NOT REFUNDABLE BY THE CARRIER TO THE PASSENGER, EXCEPT AS PROVIDED BY APPLICABLE FARE CONDITIONS.

(C) AIR WAYBILLS

CARGO SHALL BE RECEIVED ONBOARD ANY FLIGHT ONLY UPON THE CARRIER'S FORM OF AIR WAYBILL HAVING BEEN ISSUED BY THE CARRIER FOR ALL CARGO DELIVERED TO THE CARRIER FOR TRANSPORTATION ON THE FLIGHT. THE CARRIER SHALL NOT BE OBLIGED TO HONOUR ANY AIR WAYBILL OR TO UNDERTAKE ANY CARRIAGE PURSUANT THERETO UNLESS THE CONTRACT PRICE FOR THAT FLIGHT HAS BEEN PAID TO THE CARRIER.

(D) BAGGAGE CHECKS

CARRIER SHALL RECEIVE BAGGAGE ONBOARD ANY FLIGHT ONLY UPON A BAGGAGE CHECK FOR THE FLIGHT HAVING BEEN PRESENTED FOR CARRIAGE AND UPON A BAGGAGE CHECK FOR THE FLIGHT HAVING BEEN AFFIXED THERETO. BAGGAGE FOR WHICH A BAGGAGE CHECK HAS BEEN ISSUED BY THE CARRIER SHALL BE DELIVERED TO THE BEARER OF THE BAGGAGE CHECK PROVIDED, HOWEVER, THAT THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH ITS FAILURE TO ASCERTAIN THAT THE PERSON CLAIMING THE BAGGAGE IS THE BEARER OF THE BAGGAGE CHECK APPLICABLE THERETO. IF A PERSON CLAIMING THE BAGGAGE IS UNABLE TO PRESENT THE BAGGAGE CHECK, THE CARRIER SHALL DELIVER THE BAGGAGE IF SUCH PERSON ESTABLISHES THAT PERSON'S RIGHT THERETO TO THE CARRIER'S SATISFACTION AND THE CARRIER MAY REQUIRE SUCH PERSON TO FURNISH ADEQUATE SECURITY TO INDEMNIFY THE CARRIER FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY BE INCURRED BY THE CARRIER AS A RESULT OF SUCH DELIVERY. THE CARRIER SHALL NOT BE BOUND TO CHECK BAGGAGE BEYOND THE DESTINATION OF THE FLIGHT.

(E) PASSPORTS AND VISAS - RESPONSIBILITY OF PASSENGER

(1) EACH PASSENGER DESIRING TRANSPORTATION ACROSS ANY INTERNATIONAL BOUNDARY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAVEL DOCUMENTS AND FOR COMPLYING WITH THE LAWS OF EACH COUNTRY FROM, THROUGH OR TO WHICH HE DESIRES TRANSPORTATION, AND UNLESS APPLICABLE LAWS PROVIDE OTHERWISE, SHALL INDEMNIFY THE CARRIER FOR ANY LOSS, DAMAGE, OR EXPENSE SUFFERED OR INCURRED BY THE CARRIER BY REASON OF SUCH PASSENGER'S FAILURE TO DO SO. THE CARRIER SHALL NOT BE LIABLE FOR ANY AID OR INFORMATION GIVEN BY ANY AGENT OR EMPLOYEE OF THE CARRIER TO ANY PASSENGER IN CONNECTION WITH OBTAINING SUCH DOCUMENTS OR COMPLYING WITH SUCH LAWS, WHETHER GIVEN ORALLY OR IN WRITING OR OTHERWISE; OR FOR THE CONSEQUENCES TO ANY

AREA: TB TARIFF: CGR CXR: TS RULE: 0010

TITLE/APPLICATION - 70 (CONT)
PASSENGER RESULTING FROM HIS FAILURE TO OBTAIN SUCH DOCUMENTS OR TO COMPLY WITH SUCH LAWS.

(2) THE CARRIER MAY REFUSE TO CARRY ANY PASSENGER WHO DOES NOT POSSESS REQUIRED TRAVEL DOCUMENTATION. IN THE EVENT THAT AN ORDER IS ISSUED BY A COMPETENT AUTHORITY FOR THE DEPORTATION OR REJECTION OF ANY PASSENGER ON ANY FLIGHT, THE PASSENGER SHALL INDEMNIFY AND HOLD HARMLESS THE CARRIER FROM AND AGAINST ANY AND ALL COSTS, CHARGES AND EXPENSES, INCLUDING TRANSPORTATION EXPENSES OR FINES IMPOSED OR INCURRED AS A RESULT OF SUCH AN ORDER. ANY INFORMATION GIVEN BY THE CARRIER TO A SCHEDULED USER, PASSENGER OR SHIPPER RELATING TO IMMIGRATION, CUSTOMS OR HEALTH REQUIREMENTS SHALL BE GIVEN WITHOUT ANY REPRESENTATION AS TO ITS ACCURACY AND THE CARRIER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INCONVENIENCE SUFFERED BY A SCHEDULED USER OR ANY PASSENGER AND/OR SHIPPER AS A RESULT OF ITS OR THEIR RELIANCE THEREON.

(3) SUBJECT TO APPLICABLE LAWS AND REGULATIONS, THE PASSENGER SHALL PAY THE APPLICABLE FARE WHENVEVER THE CARRIER, ON GOVERNMENT ORDER, IS REQUIRED TO RETURN A PASSENGER TO HIS POINT OF ORIGIN OR ELSEWHERE DUE TO THE PASSENGER'S INADMISSIBILITY INTO OR DEPORTATION FROM A COUNTRY, WHETHER OF TRANSIT OR OF DESTINATION. THE FARE APPLICABLE WILL BE THE FARE THAT WOULD HAVE BEEN APPLICABLE HAD THE ORIGINAL TICKET DESIGNATED THE REVISED DESTINATION ON THE NEW TICKET. ANY DIFFERENCE BETWEEN THE FARE SO APPLICABLE AND THE FARE PAID BY THE PASSENGER WILL BE COLLECTED FROM OR REFUNDED TO THE PASSENGER AS THE CASE MAY BE.

THE CARRIER WILL APPLY TO THE PAYMENT OF SUCH FARES ANY FUNDS PAID BY THE PASSENGER TO THE CARRIER FOR UNUSED CARRIAGE, OR ANY FUNDS PAID OF THE PASSENGER IN POSSESSION OF THE CARRIER. THE FARE COLLECTED FOR CARRIAGE TO THE POINT OF REFUSAL OR DEPORTATION WILL NOT BE REFUNDED BY THE CARRIER UNLESS THE LAW OF SUCH COUNTRY REQUIRES THAT SUCH FARE BE REFUNDED.

AREA: TB TARIFF: CGR CXR: TS RULE: 0011

TITLE/APPLICATION - 70

TITLE/APPLICATION - 70 (CONT)

(A) A RESERVATION OF SPACE ON A GIVEN FLIGHT IS VALID WHEN THE AVAILABILITY AND ALLOCATION OF SUCH SPACE IS CONFIRMED BY THE CARRIER TO A PERSON SUBJECT TO PAYMENT OR OTHER SATISFACTORY CREDIT ARRANGEMENTS. A PASSENGER WITH A VALID PAPER TICKET REFLECTING RESERVATIONS FOR A SPECIFIC FLIGHT AND DATE ON THE CARRIER IS CONSIDERED CONFIRMED, UNLESS THE RESERVATION WAS CANCELLED DUE TO ONE OF THE REASONS INDICATED IN RULE 12. THE CARRIER DOES NOT GUARANTEE TO PROVIDE ANY PARTICULAR SEAT ON THE AIRCRAFT.

(B) IT IS THE RESPONSIBILITY OF THE PASSENGER TO RE-CONFIRM FLIGHT SCHEDULES AT LEAST 24 HOURS AND NOT MORE THAN 72 HOURS PRIOR TO ORIGINALLY SCHEDULED DEPARTURE TIME. THE CARRIER SHALL NOT BE LIABLE FOR DAMAGES OR REFUND FOR FAILURE TO RE-CONFIRM WHICH LEADS TO A MISSED FLIGHT.

(C) SEAT RESERVATION FEES
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 IT THE PASSENGER FAILS TO CHECK-IN AT LEAST 60 MINUTES PRIOR TO SCHEDULED DEPARTURE TIME. EXCEPT FOR EMERGENCY EXIT ROW SEATS AND TWO-BY-TWO, A SEAT PRE-SELECTION CHARGE OF CAD/USD $15.00 PER PASSENGER PER SEGMENT IS APPLICABLE FOR ALL FLIGHTS BETWEEN CANADA AND THE UNITED STATES OF AMERICA. FOR EMERGENCY EXIT AND BULKHEAD ROW SEATS, CAD/USD $35.00 PER FLIGHT SEGMENT WILL APPLY. FOR TWO-BY-TWO SEATS, A CHARGE OF CAD/USD $25.00 PER FLIGHT SEGMENT WILL APPLY. THE ABOVE FEES ARE NON-REFUNDABLE PRIOR TO DEPARTURE BUT MAY BE WAIVED FOR PASSENGERS WHO ADVISE THE CARRIER AT BOOKING THAT THE REQUESTED SEAT IS NEEDED TO ACCOMMODATE A PHYSICAL DISABILITY. IN THE EVENT THAT THE PRE-SELECTED SEATING ASSIGNMENT IS NOT AVAILABLE AT CHECK-IN, THE CARRIER WILL UNDERTAKE TO MAKE ALTERNATE SEAT ASSIGNMENT

ARRANGEMENTS OR WILL PROVIDE A REFUND OF THE SEAT
RESERVATION FEE PAID FOR THE FLIGHT SEGMENT INVOLVED
UPON REQUEST BY THE PASSENGER.

AREA: TB TARIFF: CGR CXR: TS RULE: 0012

TITLE/APPLICATION - 70

K CANCELLATION OF RESERVATIONS
(SUBJECT TO RULE 21)

AREA: TB TARIFF: CGR CXR: TS RULE: 0012

TITLE/APPLICATION - 70 (CONT)

ALL RESERVATIONS ARE SUBJECT TO CANCELLATION WITHOUT NOTICE:

(A) IF THE PASSENGER HAS NOT PURCHASED A VALIDATED TICKET INDICATING CONFIRMED SEAT(S) AT LEAST 60 MINUTES PRIOR TO SCHEDULED DEPARTURE OF THE FLIGHT, OR EARLIER IF A SPECIAL TIME LIMIT IS REQUIRED.

(B) IF THE PASSENGER FAILS TO FULFILL THE REQUIREMENTS OF THE FARE TYPE OF THAT RESERVATION.

(C) IF THE PASSENGER DOES NOT PRESENT HIMSELF AT CHECK-IN AT LEAST 60 MINUTES PRIOR TO SCHEDULED DEPARTURE TIME.

(D) IF THE PASSENGER FAILS TO OCCUPY A SEAT RESERVED (FOR EXAMPLE: A NO-SHOW).

IF THE CARRIER REFUSED TO TRANSPORT THE PASSENGER FOR ANY OF THE REASONS STATED ABOVE, EVEN IF A RESERVATION WAS CONFIRMED, THE RESERVATION MAY NOT BE ACCEPTED FOR THE FLIGHT SPECIFIED. SUBJECT TO APPLICABLE FARE RULES AND CONDITIONS, NO REFUND WILL BE DUE. CANCELLATION WILL APPLY TO ALL SEGMENTS IN THE ITINERARY.

AREA: TB TARIFF: CGR CXR: TS RULE: 0013

TITLE/APPLICATION - 70

K APPLICATION OF FARES AND ROUTINGS

(A) GENERAL

THE PRICE OF TRANSPORTATION SHALL BE DISCLOSED AT THE TIME OF CONFIRMATION, HOWEVER FARES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

(B) CURRENCY

ALL FARES AND CHARGES ARE STATED IN THE CURRENCY OF THE COUNTRY FROM WHICH THE PASSENGER WILL INITIATE TRAVEL.

(C) FARES CHANGES

THE CARRIER MAY CHANGE ITS FARES FROM TIME TO TIME AT ITS SOLE DISCRETION. NOTWITHSTANDING, THE DIFFERENCE IN FARES RESULTING FROM AN INCREASE (OTHER THAN AN APPROVED SURCHARGE) WHICH TOOK EFFECT FURTHER TO THE DATE OF TICKET ISSUANCE SHALL NOT BE DUE OR SUBJECT TO

ANY SUBSEQUENT COLLECTION BY THE CARRIER.

(D) CONNECTING FLIGHTS

WHEN AN AREA IS SERVED BY MORE THAN ONE AIRPORT AND A PASSENGER ARRIVES AT ONE AIRPORT AND DEPARTS FROM ANOTHER AIRPORT, TRANSPORTATION BETWEEN THOSE AIRPORTS MUST BE ARRANGED BY AND AT THE EXPENSE OF THE PASSENGER.

(E) STOPOVER

TITLE/APPLICATION - 70 (CONT)

(1) A STOPOVER MEANS A DELIBERATE INTERRUPTION OF A JOURNEY BY THE PASSENGER, AGREED TO IN ADVANCE BY THE CARRIER, AT A POINT BETWEEN THE PLACE OF DEPARTURE AND THE PLACE OF DESTINATION.

(2) IN NO EVENT WILL A STOPOVER OCCUR WHEN THE PASSENGER DEPARTS FROM THE INTERMEDIATE CITY ON A FLIGHT SCHEDULED TO DEPART WITHIN 4 HOURS AFTER THE PASSENGER'S ARRIVAL.

(F) ROUTING

A FARE APPLIES ONLY TO:

(1) TRANSPORTATION VIA THE ROUTING SPECIFIED BY THE CARRIER IN REFERENCE TO THAT FARE. ANY OTHER ROUTING MAY SUBJECT THE PASSENGER TO AN ADDITIONAL CHARGE.

(2) TRANSPORTATION BETWEEN THE AIRPORTS. TICKETS MAY NOT BE ISSUED OR ACCEPTED FOR TRANSPORTATION THAT WILL EITHER ORIGINATE OR TERMINATE AT AN AIRPORT OTHER THAN THE AIRPORT FOR WHICH THE FARES ARE PUBLISHED.

(G) INFANTS

A MAXIMUM OF ONE INFANT UNDER 2 YEARS OF AGE {X} PER ACCOMPANYING PASSENGER OF AT LEAST SIXTEEN (16) YEARS OF AGE WILL BE ACCEPTED AND WILL BE SUBJECT TO TEN PERCENT OF THE APPLICABLE ADULT FARE IF HELD ON THE LAP OF THE ACCOMPANYING PASSENGER. TRAVEL DOCUMENTS FOR THE COUNTRY OF DESTINATION ARE REQUIRED FOR ANY INFANT UNDER AGE 2.

(H) CHILDREN

CHILDREN 2 YEARS OF AGE OR OLDER MUST OCCUPY A SEAT SUBJECT TO THE APPLICABLE ADULT FARE. THE SAME FARE WILL APPLY FOR INFANTS UNDER 2 YEARS OF AGE FOR WHOM A SEAT IS RESERVED.

(I) CHILD RESTRAINT DEVICE

(1) AN ADULT TRAVELING WITH AN INFANT MAY RESERVE AN ADJACENT SEAT FOR THE PURPOSE OF THE INSTALLATION OF AN APPROVED INFANT RESTRAINT DEVICE AS DESCRIBED BELOW.

(2) THE INFANT MUST BE PROPERLY SECURED IN AN INFANT RESTRAINT DEVICE WHICH WAS MANUFACTURE ON OR AFTER JANAUARY 1, 1981 AND WHICH DISPLAYS INSPECTION STICKER CMVSS-213 IF MADE IN CANADA OR IS CERTIFIED AS CONFORMING TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS OR FOR USE ONBOARD AIRCRAFT. ALSO ACCEPTED: AMSAFE C.A.R.E.S. CHILD RESTRAINT SYSTEM FOR CHILDREN BETWEEN 1 AND 4 YEARS OLD, WEIGHING BETWEEN 10-20 KILOGRAMS AND WHOSE HEIGHT IS 100 CM OR LESS.

(3) INSTRUCTIONS FOR THE PROPER USE OF THE DEVICE AND ITS WEIGHT AND STATURE CAPACITIES MUST ALSO BE

TITLE/APPLICATION - 70 (CONT)

PROMINENTLY DISPLAYED ON THE DEVICE. USE OF THE DEVICE MAY BE PROHIBITED IF IN THE OPINION OF CARRIER PERSONNEL THE INFANT EXCEEDS THE PRESCRIBED CAPACITY LIMITS.

(4) THE DEVICE SHALL AT ALL TIMES BE PROPERLY SECURED IN A SEAT ADJACENT TO AN ACCOMPAYING ADULT WHO IS FAMILIAR WITH THE PROPER METHOD OF RELEASING THE INFANT FROM THE DEVICE. THE DEVICE MAY NOT BE LOCATED AT AN EMERGENCY EXIT ROW OR IN ANY SEAT WHICH WOULD PREVENT ACCESS TO AN AISLE OR TO EMERGENCY OR SAFETY EQUIPMENT.

(5) THE DEVICE MUST BE PROVIDED BY THE ADULT TRAVELLING WITH THE INFANT. THE CARRIER ASSUMES NO RESPONSIBILITY FOR THE PROVISION OF APPROVED INFANT RESTRAINT DEVICES DESCRIBED ABOVE.

(6) THE CHARGE FOR THE SEAT IN WHICH THE DEVICE IS LOCATED SHALL BE THE APPLICABLE CHILD'S FARE. RESERVATIONS FOR THE ADJACENT SEAT ARE REQUIRED AND MUST BE BOOKED IN THE SAME CLASS OF SERVICE AS THE RESERVATION FOR THE ACCOMPANYING ADULT.

(J) FEES AND CHARGES

THE AMOUNT TO BE CHARGED WILL BE INCORPORATED IN THE FARE CALCULATION SHOWN AS A Q SURCHARGE BY CONVERTING THE AMOUNT INTO NUC USING THE APPLICABLE IATA RATE OF EXCHANGE (IROE).

(1) NAV CANADA AIR TRAFFIC CONTROL (ATA) CHARGE OF CAD/USD $15.00 PER FLIGHT SEGMENT WILL APPLY.

(2) FUEL SURCHARGE

FOR SALES AND/OR TICKETS ISSUED AND ON/BEFORE 31OCT12, TS WILL
COLLECT A FUEL SURCHARGE, IN ADDITION TO THE AIRFARE, IN THE AMOUNT OF CAD/USD {R}90.00 PER PASSENGER PER SEGMENT (OR ITS EQUIVALENT IN LOCAL

CURRENCY) PER TS FLIGHT COUPON ON TS STOCK. THE
CODE YQ WILL BE USED. THE CHARGE APPLIES ON
DEPARTURE. THE YQ IS CHARGED AT THE TIME OF
TICKET ISSUANCE AND SHOWN IN THE TICKET
TAX/FEE/CHARGES BOX. IT IS NOT COMMISSIONABLE.
THE YQ FUEL SURCHARGE APPLIES TO ALL PASSENGERS
IN
ALL FLIGHT CLASSES ON ALL FARE TYPE (INCLUDING
INFANTS/CHILDREN). THE YQ CHARGE IS REFUNDABLE
FOR THE TS SECTORS NOT USED AND THE COUPONS
UNUSED.

AREA: TB TARIFF: CGR CXR: TS RULE: 0014

TITLE/APPLICATION - 70

K GROUND TRANSPORTATION

RATES AND CHARGES PUBLISHED HEREIN DO NOT INCLUDE GROUND
TRANSPORTATION. THE CARRIER DOES NOT MAINTAIN, OPERATE OR
PROVIDE GROUND TRANSPORTATION BETWEEN AIRPORTS AND ANY
OTHER
LOCATIONS. ANY SUCH SERVICES ARE PERFORMED BY INDEPENDENT
CONTRACTORS WHO ARE NOT AND SHALL NOT BE DEEMED TO BE
AGENTS
OR EMPLOYEES OF THE CARRIER. THE CARRIER SHALL NOT BE
LIABLE FOR ACTS OR OMISSIONS OF SUCH INDEPENDENT
CONTRACTORS, WHETHER OR NOT SUCH GROUND TRANSPORTATION WAS
ARRANGED FOR BY AN EMPLOYEE, AGENT OR REPRESENTATIVE OF THE
CARRIER. GROUND TRANSPORTATION COSTS SHALL BE PAYABLE BY
THE SCHEDULED USER.

AREA: TB TARIFF: CGR CXR: TS RULE: 0015

TITLE/APPLICATION - 70

K APPLICABLE LAW

THE SCHEDULED USER CONTRACT WHEREVER MADE OR PERFORMED
SHALL
BE GOVERNED BY AND INTERPRETED ACCORDING TO THE LAWS OF THE
PROVINCE OF QUEBEC, CANADA. THE ILLEGALITY OR INVALIDITY
OF
ANY PARAGRAPH, CLAUSE OR PROVISION CONTAINED OR REFERRED TO
IN ANY SCHEDULED CONTRACT SHALL NOT AFFECT OR INVALIDATE
ANY
OTHER PARAGRAPH, CLAUSE OR PROVISION CONTAINED OR REFERRED
TO IN THE SCHEDULED USER CONTRACT AND SHALL NOT AFFECT OR
INVALIDATE ANY OTHER PARAGRAPH, CLAUSE OR PROVISION
THEREIN.

AREA: TB TARIFF: CGR CXR: TS RULE: 0016

TITLE/APPLICATION - 70

A LOST TICKET

WHEN A PASSENGER LOSES HIS/HER TICKET, THE PASSENGER MUST PURCHASE A NEW TICKET OR PORTION THEREOF AND THE CARRIER WILL MAKE A REFUND TO THE PASSENGER UPON HIS/HER REQUEST, SUBJECT TO THE FOLLOWING CONDITIONS, PROVIDED THE ORIGINAL TICKET WAS ISSUED BY THE CARRIER.

(A) REPLACEMENT TICKET

IF A PASSENGER WISHES TO COMMENCE OR CONTINUE HIS JOURNEY, A NEW TICKET MUST BE PURCHASED FOR THE PORTION

TITLE/APPLICATION - 70 (CONT)

OF THE LOST TICKET FOR THE INTENDED JOURNEY. THE REPLACEMENT TICKET WILL BE ISSUED FOR THE LOST PORTION OF THE JOURNEY AT THE FARES AND CONDITIONS APPLICABLE FOR THAT PORTION OF THE JOURNEY ON THE DATE OF PURCHASE OF THE REPLACEMENT TICKET.

(B) APPLICATION FOR REFUND

(1) THE REFUND WILL BE AN AMOUNT EQUAL TO THE FARE AND CHARGES PAID FOR SUCH NEW PORTION PURCHASED, LESS ANY CARRIER COMPENSATION FEE FOR CHANGES, IF APPLICABLE, AND LESS THE SERVICE CHARGE SPECIFIED IN (3) BELOW.

(2) APPLICATION FOR REFUND OF A LOST TICKET OR PORTION MUST BE MADE TO THE GENERAL OFFICES OF THE CARRIER FOR SUCH REFUNDS NOT LATER THAN ONE MONTH AFTER THE EXPIRATION DATE OF THE LOST TICKET ALONG WITH DETAILS OF THE PURCHASE AND PROOF OF PURCHASE OF NEW TICKET SUCH AS RECEIPT OF THE TRANSACTION.

(3) A REFUND WILL BE MADE NOT MORE THAN 90 DAYS AFTER RECEIPT OF THE APPLICATION AND WILL BE MADE ONLY PROVIDED THAT THE LOST TICKET OR PORTION HAS NOT PREVIOUSLY BEEN HONORED FOR TRANSPORTATION OR REFUNDED TO ANY PERSON. FURTHERMORE, THE PERSON TO WHOM THE REFUND IS MADE MUST AGREE, ON THE APPLICATION FORM PRESCRIBED BY CARRIER, TO INDEMNIFY THE CARRIER FOR ANY LOSS OR DAMAGE WHICH IT MAY SUSTAIN BY REASON OF SUCH REFUND.

(C) SERVICE CHARGE

THE CARRIER WILL IMPOSE A SERVICE CHARGE OF CAD/USD $50.00 PER TICKET FOR HANDLING SUCH REQUESTS FOR REPLACEMENT OR REFUND OF A LOST TICKET OR PORTION THEREOF.

K DENIED BOARDING COMPENSATION PART I
(SUBJECT TO RULE 21)
(APPLICABLE FOR TRANSPORTATION FROM A POINT IN THE UNITED STATES TO
THE POINT OF DESTINATION OR FIRST POINT OF STOPOVER IN CANADA)

(A) DEFINITIONS
FOR THE PURPOSE OF THIS RULE, DEFINITIONS OF THE FOLLOWING TERMS ARE AS INDICATED:

(1) AIRPORT MEANS THE AIRPORT AT WHICH THE DIRECT OR

CONNECTING FLIGHT, ON WHICH THE PASSENGER HOLDS CONFIRMED RESERVED SPACE, IS PLANNED TO ARRIVE OR SOME OTHER AIRPORT SERVING THE SAME METROPOLITAN AREA, PROVIDED THAT TRANSPORTATION TO THE OTHER AIRPORT IS ACCEPTED (I.E., USED) BY THE PASSENGER.

(2) ALTERNATE TRANSPORTATION IS AIR TRANSPORTATION WITH A CONFIRMED RESERVATION AT NO ADDITIONAL CHARGE (BY ANY SCHEDULED AIRLINE LICENSED BY THE D.O.T.) OR OTHER TRANSPORTATION ACCEPTED AND USED BY THE PASSENGER IN THE CASE OF DENIED BOARDING.

(3) CARRIER MEANS (A) A DIRECT AIR CARRIER, EXCEPT A HELICOPTER OPERATOR, HOLDING A CERTIFICATE ISSUED BY THE DEPARTMENT OF TRANSPORTATION PURSUANT TO 49 U.S.C. 4410 OR HAS BEEN FOUND FIT TO CONDUCT COMMUTER OPERATIONS UNDER 29 U.S.C. 41738 OR AN EXEMPTION FROM 49 U.S.C. 41102, AUTHORIZING THE SCHEDULED TRANSPORTATION OF PERSONS; OR (B) A FOREIGN AIR CARRIER HOLDING A PERMIT ISSUED BY THE DEPARTMENT PURSUANT TO 49 U.S.C. AND 41302, OR AN EXEMPTION FROM THAT PROVISION, AUTHORIZING THE SCHEDULED FOREIGN AIR TRANSPORTATION OF PERSONS.

(4) CONFIRMED RESERVED SPACE MEANS SPACE ON A SPECIFIC DATE AND ON A SPECIFIC FLIGHT AND CLASS OF SERVICE OF A CARRIER WHICH HAS BEEN REQUESTED BY PASSENGER AND WHICH THE CARRIER OR ITS AGENT HAS VERIFIED, BY APPROPRIATE NOTATION ON THE TICKET OR IN ANY OTHER MANNER PROVIDED THEREFORE, BY THE CARRIER, AS BEING RESERVED FOR THE ACCOMMODATION OF THE

PASSENGER.

(5) SUM OF THE VALUES OF THE REMAINING FLIGHT COUPONS MEAN APPLICABLE ONE-WAY FARES OR 50 PERCENT OF THE APPLICABLE ROUND TRIP FARES, AS THE CASE MAY BE, INCLUDING ANY SURCHARGES AND AIR TRANSPORTATION TAXES, LESS ANY APPLICABLE DISCOUNTS.

(6) THE VALUE OF THE FIRST REMAINING AND ALL REMAINING FLIGHT COUPONS SHALL BE THE SUM OF THE APPLICABLE ONE WAY FARES OR FIFTY PERCENT OF THE APPLICABLE ROUND TRIP FARES, AS THE CASE MAY BE, INCLUDING ANY SURCHARGES AND AIR TRANSPORTATION TAX, LESS ANY APPLICABLE DISCOUNT.

(7) STOPOVER MEANS A DELIBERATE INTERRUPTION OF A JOURNEY BY THE PASSENGER, SCHEDULED TO EXCEED FOUR HOURS, AT A POINT BETWEEN THE PLACE OF DEPARTURE AND THE FINAL DESTINATION.

(B) REQUEST FOR VOLUNTEERS

THE CARRIER WILL REQUEST PASSENGERS WHO ARE WILLING TO DO SO, TO VOLUNTARILY RELINQUISH THEIR CONFIRMED RESERVED SPACE IN EXCHANGE FOR COMPENSATION IN AN AMOUNT TO BE DETERMINED BY THE CARRIER. IF A PERSON IS

TITLE/APPLICATION - 70 (CONT)

ASKED TO VOLUNTEER, THE CARRIER WILL NOT LATER DENY BOARDING TO THAT PASSENGER INVOLUNTARILY UNLESS THAT PASSENGER WAS INFORMED AT THE TIME HE WAS ASKED TO VOLUNTEER THAT THERE WAS A POSSIBILITY OF BEING DENIED BOARDING INVOLUNTARILY AND OF THE AMOUNT OF COMPENSATION TO WHICH HE WOULD HAVE BEEN ENTITLED IN THAT EVENT. THE REQUEST FOR VOLUNTEERS AND THE SELECTION OF SUCH PERSONS TO BE DENIED SPACE SHALL BE IN A MANNER DETERMINED SOLELY BY THE CARRIER.

NOTE: PASSENGERS WHO VOLUNTEER TO RELINQUISH THEIR CONFIRMED RESERVED SPACE WILL BE OFFERED COMPENSATION IN THE FORM OF A CHECK OR IS ACCEPTED BY THE PASSENGER, A CREDIT VALID FOR THE PURCHASE OF TRANSPORTATION ISSUED IN THE NAME OF THE PASSENGER WHO VOLUNTEERED AND VALID FOR 365 DAYS FROM THE DATE OF ISSUANCE. THE MISCELLANEOUS CHARGES ORDER/TICKET IS NONTRANSFERABLE, HAS NO REFUND VALUE, AND MAY BE VOLUNTARILY REROUTED AND REISSUED BY TS. THE VALUE OF THE MISCELLANEOUS CHARGES ORDER/TICKET WILL BE EQUAL TO THE VALUE OF THE COUPON(S)

REMAINING TO ON-LINE OR INTERLINE DESTINATIONS
OR NEXT STOPOVER POINT.

(C) BOARDING PRIORITIES

IF A FLIGHT IS OVERSOLD (MORE PASSENGERS HOLD CONFIRMED RESERVATIONS THAN THERE ARE SEATS AVAILABLE), NO ONE MAY BE DENIED BOARDING AGAINST HIS WILL UNTIL AIRLINE PERSONNEL FIRST ASK FOR VOLUNTEERS WHO WILL GIVE UP THEIR RESERVATIONS WILLINGLY, IN EXCHANGE FOR A PAYMENT OF THE AIRLINE'S CHOOSING. IF THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGER MAY BE DENIED BOARDING INVOLUNTARILY, BEGINNING WITH THE LAST PASSENGER TO PRESENT THEMSELVES FOR CHECK-IN, EXCEPT PASSENGERS TRAVELLING DUE TO DEATH OR ILLNESS OR A MEMBER OF THE PASSENGER'S FAMILY, AGED PASSENGERS OR UNACCOMPANIED CHILDREN AND OTHER FOR WHOM, IN TS'S ASSESSEMENT, FAILURE TO CARRY WOULD CAUSE SEVERE HARDSHIP.

(D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING

WHEN THE CARRIER IS UNABLE TO PROVIDE PREVIOUSLY CONFIRMED SPACE THE CARRIER CAUSING THE PASSENGER TO BE DELAYED WILL PROVIDE TRANSPORTATION TO PERSONS WHO HAVE BEEN DENIED BOARDING, WHETHER VOLUNTARILY OR INVOLUNTARILY, IN ACCORDANCE WITH THE PROVISIONS BELOW:

(1) THE CARRIER WILL TRANSPORT THE PASSENGER WITHOUT STOPOVER ON ITS NEXT FLIGHT ON WHICH SPACE IS AVAILABLE AT NO ADDITIONAL COST TO THE PASSENGER REGARDLESS OF CLASS OF SERVICE.

(2) IF THE CARRIER CAUSING SUCH DELAY IS UNABLE TO PROVIDE ONWARD TRANSPORTATION ACCEPTABLE TO THE

TITLE/APPLICATION - 70 (CONT)

PASSENGER, ANY OTHER CARRIER OR COMBINATION OF CARRIERS, AT THE REQUEST OF THE PASSENGER, WILL TRANSPORT THE PASSENGER WITHOUT STOPOVER ON ITS (THEIR) NEXT FLIGHT(S) IN THE SAME CLASS OF SERVICE AS THE PASSENGER'S ORIGINAL OUTBOUND FLIGHT, OR IF SPACE IS AVAILABLE ON A FLIGHT(S) OF A DIFFERENT CLASS OF SERVICE ACCEPTABLE TO THE PASSENGER, SUCH FLIGHT(S) WILL BE USED WITHOUT STOPOVER AT NO ADDITIONAL COST TO THE PASSENGE ONLY IF IT (THEY) WILL PROVIDE AN EARLIER ARRIVAL AT THE PASSENGER'S DESTINATION, NEXT STOPOVER POINT, OR TRANSFER POINT.

(E) COMPENSATION FOR INVOLUNTARY DENIED BOARDING

IN ADDITION TO PROVIDING TRANSPORTATION AS DESCRIBED
IN
PARAGRAPH (D) ABOVE, WHEN THE PASSENGER WHO IS DELAYED
HAS NOT VOLUNTARILY RELINQUISHED CONFIRMED RESERVED
SPACE IN ACCORDANCE WITH PROVISIONS IN PARAGRAPH (D)
ABOVE, THE CARRIER CAUSING THE DELAY WILL COMPENSATE
THE DELAYED PASSENGER FOR THE CARRIER'S FAILURE TO
PROVIDE CONFIRMED SPACE. COMPENSATION WILL BE MADE IN
ACCORDANCE WITH THE PROVISIONS BELOW:
(1) CONDITIONS FOR PAYMENT
(A) THE PASSENGER HOLDING A TICKET FOR CONFIRMED
SPACE MUST PRESENT HIMSELF/HERSELF FOR
CARRIAGE AT THE APPROPRIATE TIME AND PLACE,
HAVING COMPLIED FULLY WITH THE CARRIER'S
REQUIREMENTS AS TO TICKETING, CHECK-IN AND
RECONFIRMATION OF PRECDURES AND HAVING MET
ALL REQUIREMENTS FOR ACCEPTANCE OF
TRANSPORTATION PUBLISHED IN THE CARRIER'S
TARIFF.
(B) THE FLIGHT FOR WHICH THE PASSENGER HOLDS
CONFIRMED SPACE MUST BE UNABLE TO
ACCOMMODATE
THE PASSENGER AND DEPARTS WITHOUT HIM/HER.
EXCEPTION 1: THE PASSENGER WILL NOT BE
ELIGIBLE FOR COMPENSATION IF
HE/SHE IS OFFERED
ACCOMMODATIONS OR IS SEATED IN
A SECTION OF THE AIRCRAFT
OTHER
THAN THAT SPECIFIED ON HIS/HER
TICKET AT NO EXTRA CHARGE. IF
A PASSENGER IS SEATED IN A
SECTION FOR WHICH A LOWER FARE
APPLIES THE PASSENGER SHALL BE
ENTITLED TO AN APPROPRIATE
REFUND.
EXCEPTION 2: THE PASSENGER WILL NOT BE
ELIGIBLE FOR COMPENSATION IF
HIS/HER RESERVATION HAS BEEN

CANCELLED PURSUANT TO THE
PROVISIONS OF THIS RULE
REGARDING AIRPORT CHECK-IN
TIME
LIMITS.
EXCEPTION 3: THE PASSENGER WILL NOT BE
ELIGIBLE FOR COMPENSATION IF
THE FLIGHT ON WHICH HE HOLDS

CONFIRMED RESERVED SPACE IS
UNABLE TO ACCOMMODATE HIM/HER
BECAUSE THE FLIGHT IS
CANCELLED.

EXCEPTION 4: THE PASSENGER WILL NOT BE
ELIGIBLE FOR DENIED BOARDING
COMPENSATION IF:

(I) THE FLIGHT FOR WHICH THE
PASSENGER HOLDS CONFIRMED
RESERVED SPACE IS UNABLE
TO ACCOMMODATE HIM/HER
BECAUSE OF SUBSTITUTION
OF
EQUIPMENT OF LESSER
CAPACITY WHEN REQUIRED BY
OPERATIONAL OR SAFETY
REASONS, OR

(II) THE CARRIER ARRANGES
COMPARABLE AIR
TRANSPORTATION, OR OTHER
TRANSPORTATION USED BY
THE
PASSENGER AT NO EXTRA
COST
TO THE PASSENGER, THAT AT
THE TIME SUCH
ARRANGEMENTS
ARE MADE IS PLANNED TO
ARRIVE AT THE PASSENGER'S
NEXT STOPOVER OR, IF
NONE,
FINAL DESTINATION WITHIN
ONE HOUR AFTER THE
SCHEDULED ARRIVAL TIME OF
THE PASSENGER'S ORIGINAL
FLIGHT OR FLIGHTS.

(2) AMOUNT OF COMPENSATION
SUBJECT TO THE PROVISIONS OF (E)(1) ABOVE, THE
CARRIER WILL TENDER LIQUIDATED DAMAGES IN THE
FORM
OF A CHECK OR IS ACCEPTED BY THE PASSENGER, A
CREDIT VALID FOR THE PURCHASE OF TRANSPORTATION
IN
THE AMOUNT OF 400 PERCENT OF THE FARE (INCLUDING
ANY SURCHARGES AND AIR TRANSPORTATION TAXES) TO
THE PASSENGER'S NEXT STOPOVER OR, IF NONE, TO
HIS/HER DESTINATION, BUT NOT MORE THAN USD
1300.00. HOWEVER, THE COMPENSATION SHALL BE 200
PERCENT OF THE FARE, BUT NOT MORE THAN USD 650.00

IF THE CARRIER ARRANGES FOR ALTERNATE AIR TRANSPORTATION, OR OTHER TRANSPORTATION USED BY THE PASSENGER THAT, AT THE TIME EITHER SUCH ARRANGEMENT IS MADE, IS PLANNED TO ARRIVE AT THE AIRPORT OF THE PASSENGER'S NEXT STOPOVER, OR IF NONE, THE AIRPORT OF THE PASSENGER'S FINAL DESTINATION, MORE THAN ONE HOUR BUT NOT LATER THAN

4 HOURS AFTER THE TIME THE DIRECT OR CONNECTING FLIGHT FROM WHICH THE PASSENGER WAS DENIED BOARDING IS PLANNED TO ARRIVE IN.

NOTE 1: IF THE OFFER OF COMPENSATION IS MADE BY THE CARRIER AND ACCEPTED BY THE PASSENGER, SUCH PAYMENT SHALL CONSTITUTE FULL COMPENSATION FOR ALL ACTUAL OR ANTICIPATORY DAMAGES INCURRED OR TO BE INCURRED BY THE PASSENGER AS A RESULT OF THE CARRIER'S FAILURE TO PROVIDE PASSENGER WITH CONFIRMED RESERVED SPACE.

NOTE 2: SUBJECT TO THE PASSENGER'S APPROVAL, CARRIER WILL COMPENSATE THE PASSENGER WITH CREDIT VALID FOR THE PURCHASE OF TRANSPORTATION IN LIEU OF MONETARY COMPENSATION. THE CREDIT ISSUED WILL BE FOR A VALUE EQUAL TO OR GREATER THAN THE MONETARY COMPENSATION. SUCH CREDIT WILL BE NON-TRANSFERABLE, NON-REFUNDABLE AND VALID FOR ONE YEAR FROM THE DATE OF ISSUED.

(3) TIME OF OFFER OF COMPENSATION

THE OFFER OF COMPENSATION WILL BE MADE BY THE CARRIER ON THE DAY AND THE THE PLACE WHERE THE FAILURE TO PROVIDE CONFIRMED RESERVED SPACE OCCURS, AND, IF ACCEPTED, WILL BE RECEIPTED FOR BY

THE PASSENGER. PROVIDED, HOWEVER, THAT WHEN THE CARRIER ARRANGES, FOR THE PASSENGER'S CONVENIENCE,

ALTERNATE TRANSPORTATION THAT DEPARTS PRIOR TO THE

TIME OF THE OFFER CAN BE MADE TO THE PASSENGER, COMPENSATION SHALL BE SENT WITHIN 24 HOURS AFTER THA TIME THE DENIED BOARDING OCCURS.

(F) NOTICE PROVIDED TO PASSENGERS

THE FOLLOWING WRITTEN NOTICE SHALL BE PROVIDED TO ALL PASSENGERS WHO ARE DENIED BOARDING INVOLUNTARILY ON FLIGHTS ON WHICH THEY HOLD CONFIRMED RESERVED SPACE.

(1) COMPENSATION FOR DENIED BOARDING

IF YOU HAVE BEEN DENIED A RESERVED SEAT ON AIR TRANSAT, YOU ARE PROBABLY ENTITLED TO MONETARY COMPENSATION. THIS NOTICE EXPLAINS THE AIRLINE'S

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REGULATIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION.

(2) VOLUNTEERS AND BOARDING PRIORITIES

IF A FLIGHT IS OVERSOLD (MORE PASSENGERS HOLD CONFIRMED RESERVATIONS THAN THERE ARE SEATS AVAILABLE), NO ONE MAY BE DENIED BOARDING AGAINST HIS/HER WILL UNTIL AIRLINE PERSONNEL FIRST ASK FOR VOLUNTEERS WHO WILL GIVE UP THEIR RESERVATIONS WILLINGLY, IN EXCHANGE FOR PAYMENT OF THE AIRLINE'S CHOOSING. IF THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGERS MAY BE DENIED BOARDING INVOLUNTARILY, IN ACCORDANCE WITH THE FOLLOWING BOARDING PRIORITY OF AIR TRANSAT. THE LAST PASSENGER TO ARRIVE AT THE TICKET LIFT POINT WILL BE FIRST TO BE DENIED BOARDING EXCEPT PASSENGERS TRAVELLING DUE TO DEATH OR ILLNESS OF MEMBER OF THE PASSENGERS, FAMILY, AGED PASSENGERS OR UNACCOMPANIED CHILDREN.

(3) COMPENSATION FOR INVOLUNTARY DENIED BOARDING

IF YOU ARE DENIED BOARDING INVOLUNTARILY, YOU ARE ENTITLED TO PAYMENT OF "DENIED BOARDING COMPENSATION" FROM THE AIRLINE UNLESS (1) YOU HAVE NOT FULLY COMPLIED WITH THE AIRLINE'S TICKETING, CHECK-IN AND RECONFIRMATION REQUIREMENTS, OR YOU ARE NOT ACCEPTABLE FOR TRANSPORTATION UNDER THE AIRLINE'S USUAL RULES AND PRACTICES; OR (2) YOU ARE DENIED BOARDING BECAUSE THE FLIGHT IS CANCELLED; OR (3) YOU ARE DENIED BOARDING BECAUSE A SMALLER CAPACITY AIRCRAFT WAS SUBSTITUTED FOR SAFETY OR OPERATIONAL REASONS: OR (4) YOU ARE OFFERED ACCOMMODATIONS IN A SECTION OF THE AIRCRAFT OTHER THAN THAT SPECIFIED IN YOUR TICKET, AT NO EXTRA CHARGE. (A PASSENGER SEATED IN A SECTION FOR WHICH A LOWER FARE IS CHARGED MUST BE GIVEN AN APPROPRIATE REFUND); OR (5) THE AIRLINE IS ABLE TO PLACE YOU ON ANOTHER FLIGHT OR FLIGHTS THAT ARE PLANNED TO REACH YOUR NEXT STOPOVER OR DESTINATION WITHIN ONE HOUR OF THE PLANNED ARRIVAL OF YOUR ORIGINAL FLIGHT.

(4) AMOUNT OF DENIED BOARDING COMPENSATION

PASSENGERS TRAVELLING FROM THE UNITED STATES TO A FOREIGN POINT WHO ARE DENIED BOARDING INVOLUNTARILY FROM AN OVERSOLD FLIGHT ORIGINATING AT A U.S. AIRPORT ARE ENTITLED TO:

(I) NO COMPENSATION IF THE CARRIER OFFERS ALTERNATE TRANSPORTATION THAT IS PLANNED TO ARRIVE AT THE PASSENGER'S DESTINATION OR FIRST STOPOVER NO LATER THAN ONE HOUR AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S

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ORIGINAL FLIGHT;

(II) 200 PERCENT OF THE FARE TO THE PASSENGER'S DESTINATION OR FIRST STOPOVER, WITH A MAXIMUM OF $650, IF THE CARRIER OFFERS ALTERNATE TRANSPORTATION THAT IS PLANNED TO ARRIVE AT THE PASSENGER'S DISTINATION OR FIRST STOPOVER MORE THAN ONE HOUR BUT LESS THAN FOUR HOURS AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT; AND

(III) 400 PERCENT OF THE FARE TO THE PASSENGER'S DESTIANTION OR FIRST STOPOVER, WITH A MAXIMUM OF $1,300, IF THE CARRIER DOES NOT OFFER ALTERNATE TRANSPORTATION THAT IS PLANNED LESS THAN FOUR HOURS AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT. "ALTERNATE TRANSPORTATION" IS AIR TRANSPORTATION WITH A CONFIRMED RESERVATION AT NO ADDITIONAL CHARGE (BY ANY SCHEDULED AIRLINE LICENSED BY THE D.O.T.) OR OTHER TRANSPORTATION ACCEPTED AND USED BY THE PASSENGER IN CASE OF DENIED BOARDING.

(5) METHOD OF PAYMENT

EXCEPT AS PROVIDED BELOW, THE AIRLINE MUST GIVE EACH PASSENGER WHO QUALIFIES FOR INVOLUNTARY DENIED BOARDING COMPENSATION A PAYMENT BY CASH OR CHECK FOR THE AMOUNT SPECIFIED ABOVE, ON THE DAY AT THE PLACE THE INVOLUNTARY DENIED BOARDING OCCURS. IF THE AIRLINE ARRANGES ALTERNATE TRANSPORTATION FOR THE PASSENGER'S CONVENIENCE THAT DEPARTS BEFORE THE PAYMENT CAN BE MADE, THE PAYMENT SHALL BE SENT TO THE PASSENGER WITHIN 24 HOURS. THE AIR CARRIER MAY OFFER FREE OR DISCOUNTED TICKETS IN PLACE OF THE CASH PAYMENT. IN THAT EVENT, THE CARRIER MUST DISCLOSE ALL

MATERIAL RESTRICTIONS ON THE USE OF THE FREE OR
DISCOUNTED TRANSPORTATION BEFORE THE PASSENGER
DECIDES WHETHER TO ACCPT THE TRANSPORTATION IN
LIEU OF CASH OR CHECK PAYMENT. THE PASSENGER MAY
INSIST ON THE CASH/CHECK PAYMENTS OR REFUSE ALL
COMPENSATION AND BRING LEGAL ACTION.
(6) PASSENGER'S OPTIONS
ACCEPTANCE OF THE COMPENSATION MAY RELIEVE AIR
TRANSAT FROM ANY FURTHER LIABILITY TO THE
PASSENGER CAUSED BY ITS FAILURE TO HONOUR THE
CONFIRMED RESERVATION. HOWEVER, THE PASSENGER
MAY
DECLINE THE PAYMENT AND SEEK TO RECOVER DAMAGES
IN
A COURT OF LAW OR IN SOME OTHER MANNER.
DENIED BOARDING COMPENSATION PART II
(SUBJECT TO RULE 21)

TITLE/APPLICATION - 70 (CONT)
(FOR TRANSPORTATION FROM A POINT IN CANADA TO A DESTINATION
OR FIRST POINT OF STOPOVER IN THE UNITED STATES)
WHEN TS IS UNABLE TO PROVIDE PREVIOUSLY CONFIRMED SPACE DUE
TO THERE BEING MORE PASSENGERS HOLDING CONFIRMED
RESERVATIONS AND TICKETS THAT FOR WHICH THERE ARE AVAILABLE
SEATS ON THAT FLIGHT, TS SHALL IMPLEMENT THE PROVISIONS OF
THIS RULE.
(A) DEFINITIONS
FOR THE PURPOSE OF THIS RULE, THE FOLLOWING
DEFINITIONS
SHALL APPLY:
(1) AIRPORT IS
(A) THAT AT WHICH THE DIRECT OR CONNECTING
FLIGHT
ON WHICH THE PASSENGER HOLDS CONFIRMED AND
TICKETED RESERVATIONS IS SCHEDULED TO
ARRIVE;
OR
(B) ANOTHER AIRPORT IN THE SAME METROPOLITAN
AREA
AS (A) WHICH IS ALSO SERVED BY TS AND IS
ACCEPTABLE TO THE PASSENGER.
(2) ALTERNATE TRANSPORTATION IS AIR TRANSPORTATION
PROVIDED BY AIR CARRIER WHICH, AT THE TIME SUCH
ARRANGEMENTS ARE MADE, WILL PROVIDE FOR ARRIVAL
AT
THE PASSENGER'S DESTINATION OR NEXT POINT OF
STOPOVER, WITHIN 4 HOURS OF HIS ORIGINALLY
SCHEDULED ARRIVAL TIME.
(3) CONFIRMED SPACE (RESERVATIONS) IS THAT WHICH

APPLIES TO A SPECIFIC TS FLIGHT, DATE AND FARE
TYPE AS REQUESTED BY A PASSENGER AND WHICH IS
VERIFIED IN TS'S RESERVATIONS SYSTEM AND IS SO
NOTED ON HIS/HER TICKET.

(4) OVERSOLD IS THAT CONDITION WHICH IS THE RESULT OF
THERE BEING MORE PASSENGERS WITH CONFIRMED
RESERVATIONS AND TICKETS THAN THERE ARE SEATS
AVAILABLE ON A FLIGHT.

(5) STOPOVER IS A DELIBERATE INTERRUPTION OF JOURNEY
REQUESTED BY THE PASSENGER WHICH IS SCHEDULED TO
EXCEED FOUR HOURS AT A PLACE BETWEEN THE POINTS
OF
ORIGIN AND DESTINATION.

(B) REQUEST FOR VOLUNTEERS

(1) TS WILL REQUEST VOLUNTEERS FROM AMONG THE
CONFIRMED PASSENGERS, TO RELINQUISH THEIR SEATS
IN
EXCHANGE FOR COMPENSATION AS DEFINED IN (E).

(2) ONCE A PASSENGERS HAS VOLUNTARILY RELINQUISH
HIS/HER SEAT, HE/SHE WILL NOT LATER BE
INVOLUNTARILY DENIED BOARDING UNLESS HE/SHE WAS
ADVISED AT THE TIME HE/SHE VOLUNTEERED OF SUCH
POSSIBILITY AND THE AMOUNT OF COMPENSATION OF
WHICH HE/SHE WOULD BE ENTITLED.

(3) THE REQUEST FOR VOLUNTEERS AND THE SLECTION OF
PASSENGERS TO BE DENIED BOARDING SHALL BE IN A

TITLE/APPLICATION - 70 (CONT)

MANNER SOLELY DETERMINED BY TS.

(C) BOARDING PRIORITIES

(1) IF A FLIGHT IS OVERSOLD NO PASSENGERS MAY BE
INVOLUNTARILY DENIED BOARDING UNTIL TS HAS FIRST
REQUESTED VOLUNTEERS TO RELINQUISH THEIR SEATS.

(2) IN THE EVENT THERE ARE NOT ENOUGH VOLUNTEERS,
OTHER PASSENGERS MAY BE INVOLUNTARILY DENIED
BOARDING IN ACCORDANCE WITH TS'S BOARDING
PRIORITY
POLICY.
PASSENGERS WITH CONFIRMED
RESERVATIONS WILL BE PERMITTED TO BOARD IN THE
FOLLOWING ORDER UNTIL ALL AVAILABLE SEATS ARE
OCCUPIED:

(A) PHYSCIALLY HANDICAPPED PASSENGERS,
UNACCOMPANIED CHILDREN UNDER 12 YEARS OF AGE
AND OTHERS FOR WHOM, IN TS'S ASSESSEMENT,
FAILURE TO CARRY WOULD CAUSE SEVERE
HARDSHIP.

(B) PASSENGERS PAYING CLUB CLASS (J) OR FULL
ECONOMY (Y) CLASS FARES.

(C) ALL OTHER PASSENGERS, WILL BE ACCOMMODATED IN
THE ORDER IN WHICH THE PRESENT THEMSELVES FOR
CHECK-IN.

(D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING
A PASSENGER WHO HAS BEEN DENIED BOARDING, EITHER VOLUNTARILY OR INVOLUNTARILY, WILL BE PROVIDED TRANSPORTATION IN ACCORDANCE WITH THE FOLLOWING BELOW:

(1) THE PASSENGER WILL BE TRANSPORTED WITHOUT STOPOVER
ON THE NEXT AVAILABLE TS FLIGHT, REGARDLESS OF THE
CLASS OF SERVICE, AND AT NO ADDITIONAL COST TO HIM/HER OR

(2) AT TS'S OPTION SHOULD TS NOT BE ABLE TO PROVIDE ONWARD TRANSPORTATION ACCEPTABLE TO THE PASSENGER,
ON THE SERVICES OF TS, TRANSPORTATION VIA THE SERVICES OF ANOTHER CARRIER(S) WILL BE PROVIDED AS
FOLLOWS:

(A) THE PASSENGER WILL BE ACCOMMODATED IN THE CLASS OF SERVICE AND/OR BOOKING CLASS APPLICABLE TO HIS/HER TRANSPORTATION ON TS.

(B) TRANSPORTATION IN A DIFFERENT CLASS OF SERVICE AND/OR BOOKING CLASS WILL BE PROVIDED
WITHOUT ADDITIONAL COST TO THE PASSENGER ONLY
IF IT WILL PROVIDE FOR AN EARLIER ARRIVAL AT HIS/HER DESTINATION OR NEXT POINT OF STOPOVER.

(3) OR, AT THE PASSENGER'S OPTION, OR IF TS IS UNABLE TO PERFORM THE OPTIONS STATED IN 1) OR 2) ABOVE WITHIN A REASONABLE AMOUNT OF TIME, REFUND THE TICKET OR UNUSED COUPON(S) THEREOF IN ACCORDANCE WITH APPLICABLE PROVISIONS (REFUNDS -

INVOLUNTARY).

(E) COMPENSATION
UNLESS PASSENGER CHOOSES OPTION D) 3) ABOVE, IN ADDITION TO PROVIDING TRANSPORTATION IN ACCORDANCE WITH
D) 1) OR 2) A PASSENGER WHO HAS BEEN DENIED BOARDING WILL BE COMPENSATED BY TS AS FOLLOWS:

(1) CONDITIONS FOR PAYMENT

(A) THE PASSENGER MUST PRESENT HIMSELF/HERSELF

FOR CARRIAGE AT THE APPROPRIATE TIME AND
PLACE.
(I) HAVING COMPLED FULLY WITH TS'S
APPLICABLE RESERVATIONS, TICKETING,
CHECK-IN AND RECONFIRMATION PROCEDURES;
AND,
(II) BEING ACCEPTABLE FOR TRANSPORTATION IN
ACCORDANCE WITH TS'S PUBLISHED TARIFFS.
(B) IT MUST NOT HAVE BEEN POSSIBLE TO
ACCOMMODATE
THE PASSENGER ON THE FLIGHT ON WHICH HE/SHE
HELD CONFIRMED RESERVATIONS AND THE FLIGHT
MUST HAVE DEPARTED WITHOUT HIM/HER.
EXCPETION: THE PASSNEGER WILL NOT BE
ELILIBLE FOR COMPENSATON:
(I) IF HE/SHE IS OFFERED ACCOMMODATION OR IS
SEATED IN A COMPARTMENT OF THE AIRCRAFT
OTHER THAN THAT SPECIFIED ON HIS TICKET
AT NO EXTRA CHARGE FOR HIM/HER (SHOULD
HE BE SEATED IN A COMPARTMENT FOR WHICH
A LOWER FARE APPLIES HE SHALL BE
ENTITHED TO THE APPROPRIATE REFUND/OR;
(II) WHEN THE FLIGHT ON WHICH HE/SHE HOLDS A
CONFIRMED AND TICKETED RESERVATION IS
CANCELLED OR SPACE HAS BEEN
REQUISITIONED BY THE GOVERNMENT; OR,
(III) IF, FOR OPERATIONAL AND SAFETY REASONS,
HIS/HER AIRCRAFT HAS BEEN SUBSTITUTED
WITH ONE HAVING LESSER CAPACITY.
(2) AMOUNT OF COMPENSATION
SUBJECT TO THE PROVISIONS OF (E)(1) ABOVE, TS
WILL
TENDER LIQUIDATED DAMAGES IN THE AMOUNT OF CAD
$100.00 CASH OR A CREDIT VOUCHER OR MCO (GOOD FOR
FUTURE TRAVEL ON TS) IN THE AMOUNT OF CAD
$200.00,
TO THE PASSENGER'S OPTION, FOR TRAVEL TO THE USA.
IF ACCEPTED BY THE PASSENGER, SUCH TENDER WILL
CONSTITUTE FULL COMPENSATON FOR ALL ACTUAL OR
ANTICIPATORY DAMAGES, INCURRED OR TO BE INCURRED.
(F) NOTICE PROVIDED TO PASSENGERS
THE FOLLOWING WRITTEN NOTICE SHALL BE PROVIDED TO ALL
PASSENGERS WHO ARE INVOLUNTARILY DENIED BOARDING ON
FLIGHTS FOR WHICH THEY HOLD CONFIRMED RESERVATIONS.

TITLE/APPLICATION - 70 (CONT)
(1) COMPENSATION FOR DENIED BOARDING
IF YOU HAVE BEEN DENIED BOARDING ON A FLIGHT FOR
WHICH YOU HELD CONFIRMED AND TICKETED

RESERVATIONS, YOU ARE PROBABLY ENTITLED TO MONETARY COMPENSATION. THIS NOTICE EXPLAINS AIR TRANSAT'S OBLIGATIONS AND YOUR RIGHTS IN THE CASE OF AN OVERSOLD (MORE CONFIRMED AND TICKETED PASSENGERS THAN THERE ARE AVAILABLE SEATS) FLIGHT, IN ACCORDANCE WITH TS'S PUBLISHED TARIFFS.

(2) VOLUNTEERS AND BOARDING PRIORITIES

WHEN A FLIGHT IS OVERSOLD NO PASSENGERS MAY BE DENIED BOARDING UNTIL AIR TRANSAT HAS REQUESTED VOLUNTEERS FROM AMONG THE CONFIRMED AND TICKETED PASSENGERS TO RELINQUISH THEIR SEATS IN EXCHANGE FOR A PAYMENT OF AIR TRANSAT'S CHOOSING. IN THE EVENT THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGERS MAY BE INVOLUNTARILY DENIED BOARDING IN ACCORDANCE WITH TS'S BOARDING PRIORITY POLICY. PASSENGERS WITH CONFIRMED RESERVATIONS WHO HAVE NOT RECEIVED A BOARDING PASS, WILL BE PERMITTED TO BOARD IN THE FOLLOWING ORDER UNTIL ALL AVAILABLE SEATS ARE OCCUPIED:

(A) PASSENGERS WITH A DISABILITY, UNACCOMPANIED CHILDREN UNDER 12 YEARS OF AGE AND OTHERS FOR WHOM, IN TS'S ASSESSMENT, FAILURE TO CARRY WOULD CAUSE SEVERE HARDSHIP.

(B) PASSENGERS PAYING CLUB CLASS (J) OR FULL ECONOMY (Y) CLASS FARES.

(C) ALL OTHER PASSENGERS, INCLUDING TOUR CONDUCTORS ACCOMPANYING A GROUP. THESE PASSENGERS WILL BE ACCOMMODATED IN THE ORDER IN WHICH THEY PRESENT THEMSELVES FOR CHECK-IN AND BOARDING.

(3) COMPENSATION FOR INVOLUNTARY DENIED BOARDING

IF YOU ARE DENIED BOARDING INVOLUNTARILY, YOU ARE ENTITLED TO "DENIED BOARDING COMPENSATION" UNLESS:

(A) YOU HAVE NOT FULLY COMPLIED WITH THE AIR TRANSAT'S APPLICABLE RESERVATIONS, TICKETING, CHECK-IN AND RECONFIRMATION PROCEDURES OR YOU ARE NOT ACCEPTABLE FOR TRANSPORTATION IN ACCORDANCE WITH AIR TRANSAT PUBLISHED TARIFFS; OR

(B) YOU ARE DENIED BOARDING BECAUSE THE FLIGHT IS CANCELLED; OR

(C) YOU ARE DENIED BOARDING BECAUSE OF GOVERMENT REQUISITION OF SPACE; OR

(D) YOU ARE OFFERED ACCOMMODATIONS IN A COMPARTMENT OF THE AIRCRAFT OTHER THAN THAT

SPECIFIED IN YOUR TICKET, AT NO EXTRA
CHARGE.

GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 25OCT12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70 (CONT)
(IF SEATED IN A COMPARTMENT FOR WHICH A
LOWER
FARE APPLIES, YOU MUST BE GIVEN THE
APPROPRIATE REFUND).

(4) AMOUNT OF DENIED BOARDING COMPENSATION
IF YOU ARE DENIED BOARDING FOR FLIGHTS DESTINED
TO
THE UNITED STATES AND ARE ELIGIBLE FOR DENIED
BOARDING COMPENSATION, YOU MUST BE OFFERED A CASH
PAYMENT OF $100.00 (CAD) OR A CREDIT VOUCHER
(MCO)
GOOD FOR FUTURE TRAVEL ON AIR TRANSAT IN THE
AMOUNT OF $200.00 (CAD.

(5) METHOD OF PAYMENT
IF YOU QUALIFY FOR DENIED BOARDING COMPENSATION,
AIR TRANSAT MUST GIVE YOU PAYMENT BY CHECK, DRAFT
OR A CREDIT VOUCHER GOOD FOR FUTURE TRAVEL ON AIR
TRANSAT FOR THE AMOUNT SPECIFIED ABOVE, ON THE
DAY
AND AT THE PLACE THE INVOLUNTARY DENIED BOARDING
OCCURS. SHOULD YOU BE OFFERED ALTERNATE
TRANSPORTATION WHICH IS AT YOUR CONVENIENCE BUT
WHICH DEPARTS BEFORE THE PAYMENT CAN BE MADE, IT
WILL BE SENT TO YOU WITHIN 24 HOURS.

(6) PASSENGER'S OPTIONS
ACCEPTANCE OF THE COMPENSATION (BY ENDORSING THE
CHECK OR DRAFT OR NOT RETURNING THE CREDIT
VOUCHER
TO AIR TRANSAT WITHIN 30 DAYS OF ISSUANCE)
RELIEVE
AIR TRANSAT FROM ANY FURTHER LIABILITY CAUSED BY
OUR FAILURE TO HONOR YOUR CONFIRMED AND TICKETED
RESERVATION. HOWEVER, YOU MAY DECLINE THE
PAYMENT
AND SEEK TO RECOVER DAMAGES IN A COURT OF LAW OR
IN SOME OTHER MANNER WITHIN THIRTY (30 DAYS) FROM
THE DATE ON WHICH THE DENIED BOARDING OCCURRED.

AREA: TB TARIFF: CGR CXR: TS RULE: 0018

TITLE/APPLICATION - 70

K USE OF OXYGEN ON-BOARD
THE CARRIER PROVIDE BREATHING OXYGEN ON-BOARD FOR CHRONIC
RESPIRATORY ILLNESS. THE PASSENGER REQUIRING SUCH
BREATHING

OXYGEN MUST SUBMIT A REQUEST TO THE CARRIER TO THIS EFFECT
NOT LESS THAN SEVEN (7) DAYS PRIOR TO SCHEDULED DEPARTURE.
AS PART OF THIS PROCESS, THE PASSENGER MUST HAVE A
PHYSICIAN
COMPLETE THE REQUIRED FORM PROVIDED BY THE CARRIER. A FEE
OF $100.00 CAD PER OXYGEN KIT WILL BE CHARGED FOR OXYGEN
SERVICE FROM POINT OF DEPARTURE TO POINT OF DESTINATION,
STOPOVER OR INTERLINE TRANSFER, WHICHEVER OCCURS FIRST.
THE
PASSENGER MAY USE THE FOLLOWING TYPES OF PERSONAL OXYGEN

AREA: TB TARIFF: CGR CXR: TS RULE: 0018

TITLE/APPLICATION - 70 (CONT)
CONCENTRATORS ON BOARD: AIRSEP FREESTYLE, AIRSEP
LIFESTYLE,
DELPHI RS-00400, DEVILBISS HEATHCARE'S IGO, INOGEN ONE,
INOGEN ONE G2, INTERNATIONAL BIOPHYSICS LIFECHOICE,
INVACARE
XP02, INVACARE SOLO2, OXLIFE'S INDEPENDENCE OXYGEN
CONCENTRATOR, RESPIRONICS EVERGO, SEQUAL ECLIPSE. THESE
CONCENTRATORS USE LITHIUM BATTERIES, WHICH ARE ACCEPTED FOR
CARRIAGE IN THE CABIN ONLY (NO MORE THAN TWO SPARES PER
PASSENGER). PASSENGERS USING SUCH EQUIPMENT MAY NOT BE
SEATED IN BULKHEAD OR EMERGENCY EXIT ROWS, AS THE DEVICE
MUST BE STOWED UNDER THE SEAT IN FRONT WHENEVER THE FASTEN
SEAT BELT SIGN IS ILLUMINATED. SUCH CONCENTRATORS MUST
CONFORM WITH TRANSPORT CANADA'S CARRIAGE OF DANGEROUS GOODS
REQULATIONS AS WELL AS WITH CARRY-ON BAGGAGE SIZE
REQULATIONS AS PER RULE 7. MOREOVER, THE USE OF PERSONAL
OXYGEN CONCENTRATORS BY THE PASSENGER IS PERMITTED ON BOARD
SUBJECT TO 48 HOUR ADVANCE NOTICE IN THIS RESPECT BEING
PROVIDED TO THE CARRIER. SUCH NOTICE MUST INCLUDE A
DECLARATION BY A PHYSICIAN (INCLUDING BASIC CONTACT
DETAILS)
THAT THE PASSENGER MAY FLY WITHOUT RISK TO HIMSELF/HERSELF
OR TO OTHERS ON BOARD.

AREA: TB TARIFF: CGR CXR: TS RULE: 0020

TITLE/APPLICATION - 70
K CONTRACT BULK GROUP 40 INCLUSIVE TOURS FARES
(CBIT(40)
BETWEEN CANADA AND POINTS IN THE UNITED
STATES OF AMERICA
CONTRACT BULK FARES ARE AVAILABLE FOR SALE TO TOUR
OPERATORS
ONLY. FOR THE PURPOSE OF THIS RULE TOUR OPERATOR MEANS A
PERSON OTHER THAN THE CARRIER WHO CONTRACTS TO PURCHASE THE
SEATS AND WHO PRODUCES AND PROMOTES THE INCLUSIVE TOUR
REQUIRED HEREIN.

(A) APPLICATION
(1) FARE TYPE: CONTRACT BULK INCLUSIVE TOUR FARES APPLY ON ECONOMY SERVICE FOR ROUND TRIP TRANSPORTATION BETWEEN POINTS IN CANADA AND POINTS IN THE UNITED STATES OF AMERICA.
(2) FARES APPLY BETWEEN ORIGIN AND DESTINATION ON CARRIER'S DIRECT OR THROUGH SERVICES AND DO NOT APPLY TO OR FROM INTERMEDIATE POINTS. NO ONLINE OR INTERLINE TRANSFERS ARE PERMITTED.
(3) NOTWITHSTANDING RULE 5 OF THE GOVERNING RULES TARIFF, THE CONTENTS OF THIS TARIFF IN EFFECT BY VIRTUE OF THE EFFECTIVE DATE OF EACH PAGE ON THE

TITLE/APPLICATION - 70 (CONT)

DATE SIGNING OF THE CONTRACT BULK INCLUSIVE TOUR CONTRACT SHALL GOVERN THE CONTRACT BULK INCLUSIVE TOUR CONTRACT. SHOULD THE TOUR OPERATOR AND THE CARRIER AGREE TO AMEND A CONTRACT FOR A SERIES OF FLIGHTS OPERATED WITHIN THE ORIGINAL PERIOD OF THE CONTRACT, THE TARIFF IN EFFECT AT THE TIME OF SIGNING THE ORIGINAL CONTRACT WILL APPLY.

(4) GENERAL APPLICATION OF FARES
(A) WHEN A CONTRACT HAS BEEN EXECUTED FOR NOT LESS THAN (40) FORTY SEATS, THE TOUR OPERATOR IS DEEMED TO HAVE MET HIS REQUIREMENT PROVIDING A MINIMUM OF 40 SEATS ARE CONTRACTED FOR DURING A SPECIFIC CALENDAR WEEK (MONDAY THROUGH SUNDAY) AND NOT LESS THAN 40 SEATS ARE CONTRACTED FOR ANY ONE DAY;
(B) WHEN THE SEAT (S) CONTRACTED FOR ARE UTILIZED ONLY IN COMBINATION WITH AN INCLUSIVE TOUR AS REQUIRED HEREIN;
(C) FOR A BLOCK OF ECONOMY CLASS SEATS FOR TRAVEL FROM POINT OF ORIGIN TO THE POINT OF DESTINATION AND RETURN, IN THE DIRECTION AS SPECIFIED, AND ARE NOT APPLICABLE TO OR FROM INTERMEDIATE POINTS;
(D) ADDITIONAL SEATS MAY BE PURCHASED FOR CAD 250.00 FOR EACH ADDITIONAL SEAT.

(B) COMBINATIONS
COMBINATIONS WITH ANY OTHER FARE SHALL NOT BE PERMITTED.

(C) PERIOD OF VALIDITY
VALID YEAR ROUND.

(D) FARES
{CANCELLED}

(E) LENGTH OF STAY
RETURN TRAVEL SHALL NOT BE COMMENCED PRIOR TO THE SEVENTY-SECOND (72) HOUR AFTER THE HOUR OF COMMENCEMENT OF TRAVEL FROM THE POINT OF ORIGIN.

(F) STOPOVERS
NO STOPOVERS ARE PERMITTED EXCEPT AT THE POINT OF TURNAROUND.

(G) CHILDREN'S AND INFANTS' FARES
RULE 13H) (CHILDREN'S FARES) IS NOT APPLICABLE TO FARES GOVERNED BY THIS RULE.
EXCEPTION: ACCOMPANIED INFANTS UNDER 2 YEARS OF AGE NOT OCCUPYING A SEAT WILL BE CARRIED AS PER RULE 13G.)

(H) TOUR REQUIREMENTS
CONTRACT BULK ARRANGEMENTS MAY ONLY BE MADE FOR THE PURPOSE OF CARRYING PASSENGERS WHO HAVE PURCHASED INCLUSIVE TOURS TO THE COUNTRY OF DESTINATION WHICH SHALL INCLUDE, IN ADDITION TO AIR TRAVEL THE FOLLOWING FEATURES:

(1) COMMERCIAL SLEEPING ACCOMMODATIONS FOR THE TOTAL DURATION OF THE TRIP;

(2) GROUND TRANSPORTATION BETWEEN AIRPORTS OR SURFACE TERMINALS AND COMMERCIAL ACCOMMODATIONS USED AT ALL POINTS OTHER THAN THE POINT OF ORIGIN OF THE TOUR.

(3) THE MINIMUM SELLING PRICE OF THE TOUR INCLUDING THE TOUR FEATURES ABOVE SHALL NOT BE LESS THAN THE APPLICABLE PRORATE OF THE CONTRACT PRICE PER SEAT PLUS CAD 16.00 (CAD 8.00 FOR CHILDREN 2-11 YEARS OF AGE SHARING ACCOMMODATION WITH A PARTICIPANT) FOR EACH NIGHT ACCOMMODATION EXCEPT THAT NO SUCH AMOUNT:

(A) SHALL BE LESS THAN CAD 60.00 (CAD 30.00 FOR CHILDREN 2-11 YEARS OF AGE SHARING ACCOMMODATION WITH A PARTICIPANT), AND;

(B) FOR TOUR OF MORE THAN TEN NIGHTS, NEED BE MORE THAN CAD 160.00 (CAD 80.00 FOR CHILDREN 2-11 YEARS OF AGE SHARING ACCOMMODATION WITH A PARTICIPANT).

(3) IF ONE, TWO OR THREE TOUR OPERATORS WHO TOGETHER CONTRACT FOR A MINIMUM NUMBER OF SEATS FAILS TO MEET ALL THE REQUIREMENT FOR A DEPARTURE, ALL SEATS PURCHASED ON THAT DEPARTURE WILL BE CANCELLED BY THE CARRIER AND EACH TOUR OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CARRIER FROM ANY CLAIMS OR DAMAGES AS A RESULT OF SUCH ACTION;
EXCEPTION: WHEN A CARRIER CANCELS SEATS CONTRACTED FOR BY ONE TOUR OPERATOR FOR FAILURE TO MEET THE

REQUIREMENTS, THE CARRIER WILL NOT CANCEL ANY REMAINING SEATS CONTRACTED FOR BY THE OTHER TOUR OPERATOR(S) WHEN:

(A) THE REMAINING NUMBER OF CONTRACTED SEATS ARE NOT LESS THAN THE MINIMUM NUMBER REQUIRED AS PUBLISHED IN (A)(4)(A) OF THIS RULE;

(B) THE REMAINING TOUR OPERATOR(S) AGREE TO PURCHASE ADDITIONAL SEATS TO MEET THE REQUIRED MINIMUM

(4) WHERE MORE THAN ONE TOUR OPERATOR CONTRACTS FOR A MINIMUM NUMBER OF SEATS NO ONE TOUR OPERATOR MAY CONTRACT FOR LESS THAN (40) FORTY SEATS FOR EACH DEPARTURE;

(5) A DEPOSIT OF CAD 10,000.00 OR 5 PERCENT OF THE TOTAL CONTRACT PRICE, WHICHEVER IS LESS, SHALL BE PAID ON EXECUTION OF A CONTRACT BETWEEN THE TOUR OPERATOR(S) AND THE CARRIER;

(6) FULL PAYMENT FOR SEATS ON EACH ROUND TRIP CONTRACTED SHALL BE MADE BY THE TOUR OPERATOR(S) TO THE CARRIER FOURTEEN (14) DAYS BEFORE THE DATE OF DEPARTURE OF THE OUTGOING FLIGHT AND THE FOREGOING DEPOSIT LESS ANY CANCELLATION FEES THAT REMAIN PAYABLE BY THE TOUR OPERATOR(S) SHALL BE DEDUCTED FROM THE PAYMENT FOR THE SEATS ON THE LAST ROUND TRIP TO BE OPERATED.

(7) WHEN ADDITIONAL SEATS ARE REQUESTED FOURTEEN (14) DAYS OR LESS BEFORE DEPARTURE FULL PAYMENT MUST BE MADE WHEN RESERVATION IS CONFIRMED.

(J) RESERVATIONS AND TICKETING

THE TOUR OPERATOR SHALL BE RESPONSIBLE FOR:

(1) DELIVERING TO EACH MEMBER OF THE INCLUSIVE TOUR A PASSENGER TICKET AND BAGGAGE CHECK ISSUED BY THE CARRIER OR BY THE CONTRACTING TOUR OPERATOR ON BEHALF OF THE CARRIER;

(2) PROVIDING ADDITIONAL DOCUMENTATION IN A FORM ACCEPTABLE TO THE CARRIER SPECIFYING THE ADDITIONAL TOUR FEATURES REQUIRED FOR EACH MEMBER OF THE INCLUSIVE TOUR GROUP;

(3) ENSURING THAT THE TICKETS AND DOCUMENTATION REQUIRED ARE AVAILABLE FOR INSPECTION BY THE CARRIER DURING CHECK-IN-PRIOR TO DEPARTURE.

(K) ROUTING/REROUTING

NO REROUTING IS PERMITTED.

(L) CANCELLATION AND REFUNDS

(1) THE TOUR OPERATOR MAY NOT CANCEL FEWER THAN ALL SEATS PURCHASED ON A FLIGHT AND NO REFUND SHALL BE PAID BY THE CARRIER FOR SEATS NOT USED AT THE TIME OF DEPARTURE;

EXCEPTION: WHERE THE TOUR OPERATOR HAS CONTRACTED FOR MORE THAN THE MINIMUM GROUP SIZE OUTLINED IN THIS RULE, THE SEATS IN

EXCESS OF THE MINIMUM GROUP SIZE MAY BE CANCELLED SUBJECT TO THE PROVISIONS IN SUB-PARAGRAPH (2) BELOW.

(2) THE TOUR OPERATOR MAY CANCEL ALL SEATS PURCHASED ON A FLIGHT AT ANY TIME PRIOR TO DEPARTURE, BUT, WHEN SEATS ARE CANCELLED PURSUANT TO THIS RULE, THE TOUR OPERATOR SHALL PAY THE CARRIER A CANCELLATION FEE BY WAY OF LIQUIDATED DAMAGES AND NOT AS A PENALTY AS FOLLOWS:

(A) WHERE SEATS ARE CANCELLED THIRTY (30) DAYS OR MORE PRIOR TO THE DATE OF DEPARTURE THE FEES WILL BE:

. WHERE MORE THAN THE MINIMUM NUMBER OF SEATS HAS BEEN PURCHASED, UP TO TEN (10) PERCENT OF THE SEAT CONTRACTED FOR ON A FLIGHT MAY BE CANCELLED WITHOUT CHARGE EXCEPT THAT THE RESIDUAL NUMBER OF SEATS MUST NOT BE LESS THAN THE MINIMUM GROUP SIZES IN PARAGRAPH (A)(4)(A) OF THIS RULE;

. WHERE MORE THAN THE MINIMUM NUMBER OF SEATS HAS BEEN CONTRACTED FOR ON A FLIGHT THE REMAINDER OF SEATS IN EXCESS OF THE MINIMUM GROUP SIZE AFTER DEDUCTING 20 (I) ABOVE MAY BE CANCELLED AT A CHARGE OF TEN (10) PERCENT OF SEAT PRICES PER SEAT CANCELLED;

. EXCEPT AS PROVIDED ABOVE, CANCELLATION OF THE REMAINDER OF THE SEATS PURCHASED ON A FLIGHT SHALL BE SUBJECT TO A CANCELLATION CHARGE OF TWENTY (20) PERCENT OF THE CONTRACT BULK INCLUSIVE TOUR FARE PUBLISHED IN THIS TARIFF.

(B) WHERE SEATS ARE CANCELLED LESS THAN THIRTY (30) DAYS BEFORE THE DATE OF DEPARTURE THE FEE WILL BE FORTY (40) PERCENT OF THE CONTRACTED FARE FOR THE SEATS CANCELLED IF THE CARRIER SUBSEQUENTLY CANCELS THE FLIGHT OR FLIGHTS ON WHICH THE SEATS ARE BOOKED OR NINETY (90) PERCENT OF THE CONTRACTED FARE FOR THE SEATS CANCELLED IF THE CARRIER OPERATES THE FLIGHT OR FLIGHTS ON WHICH THE SEATS ARE BOOKED;

(C) WHERE MORE THAN ONE TOUR OPERATOR HAS CONTRACTED FOR A UNIT OF SEATS ON A FLIGHT AS DEFINED IN THIS RULE AND ANY OF THE TOUR OPERATOR(S) CANCELS ITS SEATS, THE CARRIER

SHALL CANCEL THE BALANCE OF THE SEATS CONTRACTED FOR BY THE OTHER TOUR OPERATOR(S) UNLESS:

. THE REMAINING NUMBER OF CONTRACTED SEATS ARE NOT LESS THAN THE MINIMUM NUMBER REQUIRED OR;

. THE REMAINING TOUR OPERATOR(S) AGREE TO PURCHASE ADDITIONAL SEATS TO MEET THE REQUIRED MINIMUM.

(M) RULES AND DISCOUNTS NOT APPLICABLE

THE FOLLOWING RULES ARE NOT APPLICABLE: 13 (H) CHILDREN'S FARES.

(N) OTHER CONDITIONS

(A) CARRIAGE OF INELIGIBLE PASSENGERS: IN THE EVENT THAT ANY PASSENGER DOES NOT QUALIFY AS A CONTRACT BULK INCLUSIVE TOUR PASSENGER PURSUANT TO ANY CONDITIONS PUBLISHED IN THIS RULE, THE TOUR OPERATOR SHALL PAY TO THE CARRIER IN ADDITION TO THE CONTRACT PRICE AN AMOUNT EQUAL TO THE LOWEST APPLICABLE INDIVIDUAL ECONOMY FARE FOR THE AIR TRANSPORTATION PROVIDED.

(B) COMMISSION: NO COMMISSION SHALL BE PAID BY THE CARRIER FOR THE SALE OF TRANSPORTATION ON A BULK INCLUSIVE TOUR CONTRACT.

(C) FAILURE TO OPERATE OF FAILURE TO CARRY:

(I) LIABILITY OF CARRY: EXCEPT TO THE EXTENT PROVIDED IN PARAGRAPH II) BELOW, THE CARRIER SHALL NOT BE LIABLE FOR FAILURE TO OPERATE ANY FLIGHT ACCORDING TO SCHEDULE OR FOR CHANGING THE SCHEDULE OF ANY FLIGHT, WITH OR WITHOUT NOTICE TO THE PASSENGER;

(II) OPTION OF PASSENGERS AND CARRIER: WHENEVER THE CARRIER FAILS TO OPERATE ANY FLIGHT ACCORDING TO SCHEDULE, OR CHANGES THE SCHEDULE OF ANY FLIGHT, OR CANCELS RESERVATIONS OF THE TOUR GROUP BECAUSE OF REASONS BEYOND ITS CONTROL, THE CARRIER SHALL TRANSPORT THE GROUP ON THE FIRST FLIGHT OF THE SAME CLASS OF SERVICE ORIGINALLY HELD BY THE GROUP ON WHICH SPACE IS AVAILABLE.

(D) INDEMNITY

(I) THE TOUR OPERATOR SHALL INDEMNIFY THE CARRIER AGAINST ALL CLAIMS AND EXPENSES (INCLUDING LEGAL COSTS) IN RESPECT OF ANY LIABILITY TO THIRD PERSONS (INCLUDING BUT NOT LIMITED TO PASSENGERS) FOR ANY DAMAGE WHATSOEVER ARISING OUT OF ANY ACT OR OMISSION OF THE TOUR OPERATOR, ITS SERVANTS OR AGENTS RESULTING IN LIABILITY OF THE CARRIER;

(II) THE CARRIER SHALL INDEMNIFY THE TOUR OPERATOR AGAINST ALL CLAIMS AND EXPENSES (INCLUDING

LEGAL COSTS) IN RESPECT OF ANY LIABILITY TO
THIRD PERSONS (INCLUDING BUT NOT LIMITED TO
PASSENGERS) FOR ANY DAMAGE WHATSOEVER ARISING
OUT OF ANY ACT OR OMISSION OF THE CARRIER,
ITS
SERVANTS OR AGENTS RESULTING IN LIABILITY OF
THE TOUR OPERATOR.

(E) REFUSAL TO TRANSPORT
IN ADDITION TO THE PROVISIONS PUBLISHED ELSEWHERE
IN THIS TARIFF, OR THE GOVERNING TARIFFS, THE
CARRIER WILL REFUSE TRANSPORTATION WHEN:
(I) THE DOCUMENTATION REQUIRED IN RULE 20 (J)
ABOVE IS NOT AVAILABLE, OR
(II) THE CARRIAGE OF ANY MEMBER OF THE INCLUSIVE
TOUR GROUP CONTRAVENES ANY PORTION OF THE
RULE.

(F) SEATS SOLD TO TOUR OPERATORS AND NOT OCCUPIED AT
TIME OF DEPARTURE MAY BE USED BY THE CARRIER.

TITLE/APPLICATION - 70

K ADDITIONAL PASSENGER SERVICE COMMITMENTS (SUBJECT TO
RULES 5, 6 AND 17)

(A) GIVEN THAT PASSENGERS HAVE A RIGHT TO INFORMATION ON
FLIGHT TIMES AND SCHEDULE CHANGES, TS WILL MAKE
REASONABLE EFFORTS TO INFORM PASSENGERS OF DELAYS AND
SCHEDULE CHANGES AND TO THE EXTENT POSSIBLE, THE
REASON
FOR THE DELAY OR CHANGE.
GIVEN THAT PASSENGERS HAVE A RIGHT TO TAKE THE FLIGHT
THEY PAID FOR, IF THE FLIGHT IS {N}OVER BOOKED OR
CANCELLED, TS WILL IN THE FOLLOWING ORDER AND AT ITS
DISCRETION:
(1) FIND THE PASSENGER A SEAT ON ANOTHER FLIGHT
OPERATED BY TS;
(2) BUY THE PASSENGER A SEAT ON ANOTHER CARRIER WITH
WHOM IT HAS A MUTUAL INTERLINE TRAFFIC AGREEMENT;
OR

(B) GIVEN THAT PASSENGERS HAVE A RIGHT TO TAKE THE FLIGHT
THEY PAID FOR, IF THE PASSENGER'S JOURNEY IS
INTERRUPTED BY A FLIGHT CANCELLATION OR OVERBOOKING,
THE CARRIER WILL TAKE INTO ACCOUNT ALL THE
CIRCUMSTANCES OF THE CASE AS KNOWN TO IT AND WILL
PROVIDE THE PASSENGER WITH THE OPTION OF ACCEPTING ONE
OR MORE OF THE FOLLOWING REMEDIAL CHOICES:
(1) TRANSPORTATION TO THE PASSENGER'S INTENDED
DESTINATION WITHIN A REASONABLE TIME AT NO
ADDITIONAL COST;
(2) RETURN TRANSPORTATION TO THE PASSENGER'S POINT OF
ORIGIN WITHIN A REASONABLE TIME AT NO ADDITIONAL

COST;

(3) WHERE NO REASONABLE TRANSPORTATION OPTION IS AVAILABLE AND UPON SURRENDERING OF THE UNUSED PORTION OF THE TICKET, A CASH AMOUNT OR TRAVEL CREDIT (AT THE PASSENGER'S DISCRETION) IN AN AMOUNT EQUAL TO THE FARE AND CHARGES PAID WILL BE REFUNDED OR PROVIDED AS A CREDIT WHERE NO PORTION OF THE TICKET HAS BEEN USED. WHERE A PORTION OF THE TICKET HAS BEEN USED, AN AMOUNT EQUAL TO THE LOWEST COMPARABLE ONE-WAY FARE FOR THE CLASS OF SERVICE PAID FOR SHALL BE REFUNDED OR PROVIDED AS A CREDIT IN THE EVENT OF A ONE-WAY BOOKING/ITINERARY, AND FOR ROUND-TRIP, CIRCLE TRIP OR OPEN JAW BOOKINGS/ITINERARIES, AN AMOUNT EQUAL TO FIFTY PERCENT OF THE ROUND-TRIP FARE AND CHARGES FOR THE CLASS OF SERVICE PAID FOR, FOR THE UNUSED FLIGHT SEGMENT(S), SHALL BE REFUNDED OR PROVIDED AS A CREDIT.

(4) {X}.

(C) WHEN DETERMINING THE TRANSPORTATION SERVICE TO BE OFFERED, THE CARRIER WILL CONSIDER:

(1) AVAILABLE TRANSPORTATION SERVICES, INCLUDING SERVICES OFFERED BY INTERLINE, CODE SHARING AND OTHER AFFILIATED PARTNERS AND, IF NECESSARY, OTHER NON-AFFILIATED CARRIERS;

(2) THE CIRCUMSTANCES OF THE PASSENGER, AS KNOWN TO IT, INCLUDING ANY FACTORS WHICH IMPACT UPON THE IMPORTANCE OF TIMELY ARRIVAL AT DESTINATION.

(D) HAVING TAKEN ALL THE KNOWN CIRCUMSTANCES INTO CONSIDERATION, THE CARRIER WILL TAKE ALL MEASURES THAT CAN REASONABLY BE REQUIRED TO AVOID OR MITIGATE THE DAMAGES CAUSED BY THE OVERBOOKING OR CANCELLATION. WHERE A PASSENGER WHO ACCEPTS OPTION (A) OR OPTION (B) OR OPTION (C) NEVERTHELESS INCURS EXPENSE AS A RESULT OF THE OVERBOOKING OR CANCELLATION, THE CARRIER WILL IN ADDITION OFFER A CASH PAYMENT OR TRAVEL CREDIT, THE CHOICE OF WHICH WILL BE AT THE PASSENGER'S DISCRETION.

(E) WHEN DETERMINING THE AMOUNT OF THE OFFERED CASH PAYMENT OR TRAVEL CREDIT, THE CARRIER WILL CONSIDER ALL CIRCUMSTANCES OF THE CASE, INCLUDING ANY EXPENSES WHICH THE PASSENGER, ACTING REASONABLY, MAY HAVE INCURRED AS A RESULT OF THE OVERBOOKING, OR CANCELLATION, AS FOR EXAMPLE, COSTS INCURRED FOR ACCOMMODATION, MEALS OR ADDITIONAL TRANSPORTATION. THE CARRIER WILL SET THE AMOUNT OF COMPENSATION OFFERED WITH A VIEW TO REIMBURSING THE PASSENGER FOR ALL SUCH REASONABLE EXPENSES.

(F) THE RIGHTS OF A PASSENGER AGAINST THE CARRIER IN THE EVENT OF OVERBOOKING OR CANCELLATION ARE, IN MOST CASES OF INTERNATIONAL CARRIAGE, GOVERNED BY AN INTERNATIONAL CONVENTION KNOWN AS THE MONTREAL CONVENTION, 1999. ARTICLE 19 OF THAT CONVENTION PROVIDES THAT AN AIR CARRIER IS LIABLE FOR DAMAGE CAUSED BY DELAY IN THE CARRIAGE OF PASSENGERS AND GOODS UNLESS IT PROVES THAT IT DID EVERYTHING IT COULD BE REASONABLY EXPECTED TO DO TO AVOID THE DAMAGE. THERE ARE SOME EXCEPTIONAL CASES OF INTERNATIONAL CARRIAGE IN WHICH THE RIGHTS OF THE PASSENGERS ARE NOT GOVERNED BY AN INTERNATIONAL CONVENTION. IN SUCH CASES ONLY, A COURT OF COMPETENT JURISDICTION CAN DETERMINE WHICH SYSTEM OF LAWS MUST BE CONSULTED TO DETERMINE WHAT THOSE RIGHTS ARE.

(G) GIVEN THE PASSENGERS HAVE A RIGHT TO PUNCTUALITY, TS WILL DO THE FOLLOWING:

(1) IF A FLIGHT IS DELAYED AND THE DELAY BETWEEN THE SCHEDULED DEPARTURE OF THE FLIGHT AND THE ACTUAL DEPARTURE OF THE FLIGHT EXCEEDS 4 HOURS, TS WILL PROVIDE THE PASSENGER WITH A MEAL VOUCHER;

(2) IF A FLIGHT IS DELAYED BY MORE THAN 8 HOURS AND THE DELAY INVOLVES AN OVERNIGHT STAY, TS WILL PAY FOR OVERNIGHT HOTEL STAY AND AIRPORT TRANSFERS FOR PASSENGERS WHO DID NOT START THEIR TRAVEL AT THAT AIRPORT;

(3) IF THE PASSENGER IS ALREADY ON THE AIRCRAFT WHEN A DELAY OCCURS, TS WILL OFFER DRINKS AND SNACKS IF IT IS SAFE, PRACTICAL AND TIMELY TO DO SO. IF THE DELAY EXCEEDS 90 MINUTES AND THE AIRCRAFT COMMANDER PERMITS, TS WILL OFFER PASSENGERS THE OPTION OF DISEMBARKING FROM THE AIRCRAFT UNTIL IT IS TIME TO DEPART.

(H) GIVEN THAT PASSENGERS HAVE A RIGHT TO RETRIEVE THEIR LUGGAGE QUICKLY, IF THE LUGGAGE DOES NOT ARRIVE ON THE SAME FLIGHT AS THE PASSENGER, TS WILL TAKE STEPS TO DELIVER THE LUGGAGE TO THE PASSENGER'S RESIDENCE/HOTEL AS SOON AS POSSIBLE. TS WILL TAKE STEPS TO INFORM THE PASSENGER ON THE STATUS OF THE LUGGAGE AND WILL PROVIDE THE PASSENGER WITH AN OVER-NIGHT KIT AS REQUIRED. COMPENSATION WILL BE PROVIDED AS PER THE PROVISIONS OF THIS TARIFF.

(I) GIVEN THAT NOTHING IN THIS TARIFF WOULD MAKE CARRIER RESPONSIBLE FOR ACTS OF FORCE MAJEURE PER RULE 5(C) OR FOR THE ACTS OF THIRD PARTIES THAT ARE NOT DEEM SERVANTS AND/OR AGENTS OF THE CARRIER PER APPLICABLE LAW OR INTERNATIONAL CONVENTIONS, THE CARRIER WILL NOT

BE HELD RESPONSIBLE FOR INCLEMENT WEATHER OR FOR THE ACTIONS OF SUCH THIRD PARTIES INCLUDING GOVERNMENTS, AIR TRAFFIC CONTROL SERVICE PROVIDERS, AIRPORT AUTHORITIES, SECURITY AND LAW ENFORCEMENT AGENCIES, OR BORDER CONTROL MANAGEMENT AUTHORITIES.

(J) IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THIS RULE AND THOSE OF ANY OTHER RULE IN THIS TARIFF, THE PROVISIONS OF THIS RULE SHALL PREVAIL EXCEPT WITH RESPECT TO RULE 5(C)

AREA: TB TARIFF: CGR CXR: TS RULE: 0022

TITLE/APPLICATION - 70

K OPTION PLUS

(A) OPTION PLUS IS AVAILABLE ON ALL TS FLIGHTS AND PROVIDES ADDITIONAL PREVILEGES AND SERVICES IN ECONOMY CLASS.

(1) THE PRIVILEGES AND SERVICES INCLUDED IN THE OPTION PLUS PACKAGE ARE:

(A) ADVANCE SEAT SELECTION (ROUNDTRIP)

(B) PRIORITY CHECK-IN AT A DEDICATED CHECK-IN COUNTER (OR, WHERE APPLICABLE, AT THE CLUB CLASS COUNTER)

(C) PRIORITY BAGGAGE DELIVERY

(D) AN ADDITIONAL BAGGAGE ALLOWANCE OF 10 KG PER FLIGHT SEGMENT*

(E) PRIORITY QUEUE AT SECURITY CHECKPOINTS IN MONTREAL AND VANCOUVER

(F) PRIORITY BOARDING

(G) 1 ALCOHOLIC (OR NON ALCOHOLIC) BEVERAGE DURING BAR SERVICE

(H) WINE OR BEER WITH THE MEAL

(I) A SNACK FROM ON BOARD BISTRO

(J) COMPLEMENTARY HEADSETS

2) ADDITIONAL INFORMATION

(A) MAXIMUM NUMBER OF OPTION PLUS PACKAGES PER FLIGHT SEGMENT: 48

(B) CHILDREN AGED 11 AND UNDER RECEIVE THE SAME PRIVILEGES WITH REGARD TO THE FOLLOWING:

(I) PRIORITY CHECK-IN AT A DEDICATED COUNTER

(II) PRIORITY BAGGAGE DELIVERY

(III) PRIORITY QUEUE AT SECURITY CHECKPOINTS IN MONTREAL AND VANCOUVER

(IV) PRIORITY BOARDING

(C) THE SEATS AND MEALS ARE THE SAME AS IN ECONOMY CLASS

(D) PURCHASE AVAILABLE THROUGH THE TS INFORMATION AND SEAT SELECTION CENTER OR TS WEBSITE IN ADVANCE OF TRAVEL

(E) PURCHASE AVAILABLE DAY OF FLIGHT AT SELECT AIRPORTS, BUT DOES NOT INCLUDE ADVANCED SEAT

SELECTION AND ADDITIONAL BAGGAGE ALLOWANCE.

(B) PRICES
CAD/USD FROM: $44.50 TO $129

(C) KILOFLEX SUMMARY

(1) KILOFLEX IS A PRODUCT FOR PURCHASING EXCESS BAGGAGE KILOS IN ADVANCE AT A 33% DISCOUNT ON REGULAR EXCESS BAGGAGE CHARGES AT THE AIRPORT

(2) MINIMUM PURCHASE OF 10 KILOS

(3) MAXIMUM PURCHASE OF 50 KILOS

(4) VOUCHERS ARE EXCHANGED FOR KILOS (ONE VOUCHER IS VALID FOR UP TO 5 KILOS)

(5) PURCHASE THROUGH THE TS INFORMATION AND SEAT SELECTION CENTER

(6) VOUCHERS VALID ONLY ON THE FLIGHTS IN THE PASSENGER'S FILE

(7) VOUCHERS ARE NOT TRANSFERRABLE, OR EXCHANGEABLE FOR OTHER VOUCHERS/NOR CAN THEY BE EXCHANGED FOR MONEY

(9) PASSENGERS MUST CONTACT TS 10 WORKING DAYS BEFORE FLIGHT DEPARTURE

(10) KILOFLEX VOUCHERS ARE DELIVERED BY PUROLATER (PASSENGER'S SIGNATURE REQUIRED UPON RECEIPT)

(11) A $10 DELIVERY CHARGE APPLIES

(12) SALE TO CANADIAN RESIDENTS ONLY
PRICES RANGING BETWEEN CAD/USD $10/KILO TO $15/KILO DEPENDING IF PURCHASED IN ADVANCE OR AT AIRPORT CHECK-IN.