

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
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ISSUED BY
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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		First	21		Second
2	(C)	Sixty-fifth	22		Second
3		Third	23		Fifth
4		First	24		Third
5		Original	25		Twenty-fourth
			25 a)	(A)	Eighth
			25 b)		Original page
6		Original	26		Seventeenth
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12		Eleventh	32		Original
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13		Fifth	33		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
\$	Canadian Dollar(s) (unless another currency is indicated)
(R)	Denotes reductions
(A)	Denotes increases
(C)	Denotes changes which result in neither increases nor reductions
(X)	Denotes cancellation
(N)	Denotes addition

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 charts 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 assigned a single flight number with one or more intermediate stops but no change of aircraft.

"Emergency exit row seats" Are defined as seats located nearest or adjacent to an exit door of the aircraft.

"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).

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

« Front of Cabin Seats » means standard seats that are located in the first five rows of the economy class cabin but excludes seats defined herein as *Legroom* or *Exit*.

"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.

"Legroom seats" Means seats in economy class that offer more than 32" pitch

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

"Non-stop service" means a flight itinerary assigned a single flight number between two points without planned stops.

"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 the Carrier's flight resulting in a misconnection, or any other delay or interruption of more than six (6) hours;
- (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.
- (e) overbooking

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

“Standard Seat” means seats in Economy Class that are not in the following category of seats: “Legroom” or “Exit” or “Two by Two” or “Front of Cabin” "Tarmac Delay" means the holding of an aircraft on the ground after departure from the gate, or upon landing, without access to a gate or terminal.

“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.

“Two-by-two seats” means seats that contain no more than 2 seats per group of seats.

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.

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

"United Kingdom" means Great Britain and Northern Ireland.

"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

For the purposes of establishing obligations toward passengers under the Air Passenger Protection Regulations (APPR), Air Transat declares that it is a large carrier.

The obligations of the carrier under the APPR form part of the tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility. The carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff. However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, the carriers are jointly and severally, or solidarily, liable to those passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable 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.
- (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.

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 or Air Carrier:

- 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 or air carrier at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c). The Carrier may also substitute another air carrier to operate flights on its behalf. The Carrier will inform passengers of the identity of the operating Air Carrier.
- b) When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the Charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- c) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.

4.3 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. Such changes may include the addition, the omission or the alteration of one or more stops to the original itinerary, as well as the amendment of original departure and arrival times. 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.
- b) 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.
- 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 / advanced by more than four (4) hours in comparison to the originally scheduled departure time, the Carrier will provide the passenger with a meal voucher. If the flight is delayed for / advanced by 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.
- e) If the delay occurs while onboard, the Carrier will offer drinks and snacks as available, where it is safe and practical and timely to do so. The Carrier shall ensure the lavatories remain stocked and in working order, and that there is access to medical assistance if required. The aircraft commander will ensure that passengers are aware and kept informed of the status of the delay at least every 30 minutes. If the delay exceeds 90 minutes while at the gate, or 4 hours in the event of a Tarmac delay, the Carrier must allow the passengers to deplane unless:
 - i. the Carrier determines there is a safety-related, or security-related reason (e.g. weather, directive from a government agency or authority) why the aircraft cannot leave its position on the tarmac to deplane passengers; or,
 - ii. air traffic control advises the aircraft commander that returning to the gate, or another disembarkation point elsewhere in order to deplane the passengers would disrupt airport operations.
- f) In the event of an impossibility to deplane, the Carrier shall continue to respect its undertakings outlined under sub-section e) above for as long as the delay lasts. In the event of deplaning, the Carrier shall respect its undertakings outlined under Rule 21 hereunder, including but not limited to, undertakings related to rebooking and refunds.
- g) 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 a Schedule Irregularity, 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.
- h) The rights of a passenger against the Carrier in the event of a Schedule Irregularity 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.

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 condition contained herein, the Carrier shall not be liable for failure in the performance of its obligations due to Force Majeure.

4.5.2 In the event of a Force Majeure, 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 **\$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 **\$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 **\$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 **\$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.
 - 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.
- 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 debtors, 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.

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) A passenger under the age of eight (8) years is not accompanied during the carriage by a passenger of at least sixteen (16) years of age or if a passenger having attained eight (8) 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

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- 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/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.
- i) The passenger is showing symptoms of a contagious illness and the Carrier determines, in good faith and using its reasonable discretion, that such passenger's condition might endanger his or her health or the health of other passengers or of crew members (including, in cases of pregnant passengers, unborn children). Under such circumstances, in order to avoid being denied boarding because of a contagious illness, any passenger showing symptoms of a contagious illness must be able to provide, upon request, a medical certificate dated as of the day of departure or as the day before attesting that the passenger in question is not contagious and that he or she can fly without endangering the health of other passengers or of crew members. The Carrier may request the assistance of ground medical personnel or *MedLink* medical support in order to make its decision.

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 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;

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- 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

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) involving a flight operated by the Carrier, Carrier will either, at its option:

- a) 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) 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 or
- 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, or
- d) If the Carrier is unable to provide reasonable alternative transportation on its services or on the services of other carrier(s), within a 24 hours delay, 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:

<u>Type of disability</u>	<u>Assistant required</u>	<u>Maximum no. Per flight</u>
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	No limit
Non-ambulatory/Non-self-reliant	Yes	No limit

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- 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 baggage allowance, the Carrier will accept free of charge the following items which will be stowed in the baggage compartment, if their size/height/weight complies with the maximum dimensions allowed per aircraft type (published on www.airtransat.com) :

- a) Manually operated wheelchairs and walkers.
- b) Wheelchairs with non-spillable batteries, with terminals disconnected from the power source. 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 not permitted for carriage.
- 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 person with a disability

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 or identified and certified as having been trained by a professional service animal institution.

Some assistance animals may not have been trained by a recognized professional service animal institution because of the type of tasks they perform for persons with disabilities or in the case of emotional support animals. The carrier may require more information about the requirements and will ask the passenger to explain how the animal provides disability-related assistance, including additional information or medical documentation, information about the animal's training and behaviour in public settings, provide proof of any training or assurances about the animal's behaviour.

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 permission for entry into Manchester, London-Gatwick and London-Heathrow. Passengers must meet all entry requirements in advance, as required by DEFRA.

Restrictions are in effect for entry to Ireland where advanced arrangements must be made.

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.

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 \$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

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.

b) 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.

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) 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.

Prices and weights indicated are valid per flight segment. Applicable taxes are not included. In airports outside of Canada, prices are fixed [regardless of exchange rate fluctuations] and are charged as follows:

- Departures from Caribbean, Latin & South Americas, Mexico: Fixed price in U.S. dollar.
- Departures from U.K.: Fixed price in Pounds Sterling.
- Departures from Europe (including French West Indies) and Republic of Ireland: Fixed price in Euros / local currency where required.

A piece of checked baggage shall not exceed 158 cm linear dimension (L + W + H) and 23 kilos in weight. Excess baggage is allowed up to 292 cm and 32 kilos, subject to applicable overweight and oversize fees. Exceeding these indications, a baggage shall be shipped as cargo and cargo charges will apply.

The following baggage conditions and fees apply to all reservations:

Number of free allowance baggage (maximum kg each)		
Economy	South	Europe
ABC - ECO Budget	No bag	No bag
ABC - ECO Standard	1 bag (23kg)	1 bag (23kg)
ABC - ECO Flex	1 bag (23kg) each	1 bag (23kg) each
Package	1 bag (23kg)	1 bag (23kg)
Cruise (voucher of +5kg)	1 bag (23kg) +5kg	1 bag (23kg) +5kg
Option Plus	South	Europe
ABC - ECO Budget	1 bag (23kg)	1 bag (23kg)
ABC - ECO Standard	2 bag (23kg) each	2 bag (23kg) each
ABC - ECO Flex	2 bag (23kg) each	2 bag (23kg) each
Package	2 bag (23kg) each	2 bag (23kg) each
Cruise	2 bag (23kg) each	2 bag (23kg) each
Club	South	Europe
Club	2 (23kg) each	2 (23kg) each
Club Flex	2 (23kg) each	2 (23kg) each
(Kg) is per piece		

(A)

Baggage fee per segment		
South and USA		
Bag 1	Bag 2	Additional
\$35.00 prepaid or \$45.00 if purchased within 24h before departure.	\$55.00 if prepaid or \$75.00 if purchased within 24h before departure.	\$230.00
Europe		
Bag 1	Bag 2	Additional
\$75.00 prepaid or \$95.00 if purchased within 24h before departure.	\$110.00 prepaid or \$130.00 if purchased within 24h before departure.	\$230.00
Applicable taxes to add		
Overweight/ Excess Baggage Fee*		
In addition to applicable baggage fees		
Piece (24kg to 32kg)		\$100.00
(X)		
Oversized/Excess Baggage Fees*		
In addition to applicable baggage fees		
Piece (159-292 cm), also applicable to Club class.		\$100.00

*If a baggage is both overweight and oversized, the two excess fees will apply.

The following sports equipment are considered to be part of the checked baggage allowance per passenger (see the number of baggage allocated on the charts on previous page) and will be subject to the applicable regular baggage fees depending on the type of ticket purchased. These equipment will be carried, subject to availability of space on a flight segment. A pre-booking is recommended with the Carrier prior to departure:

Equipment (<i>See Air Transat's web site for the list of inclusions</i>)	Overweight fees, if applicable	Oversized fees, if applicable (159-292 cm)
Camping equipment.	\$100.00	\$100.00
Fishing equipment.	\$100.00	\$100.00
Hunting equipment.	\$100.00	\$100.00
Diving equipment.	\$100.00	\$100.00
Golf equipment.	\$100.00	<i>Non-applicable</i>
Kiteboard.	\$100.00	<i>Non-applicable</i>
Skis equipment.	\$100.00	<i>Non-applicable</i>
Hockey equipment.	\$100.00	<i>Non-applicable</i>
Any other equipment.	\$100.00	\$100.00

Equipment with fixed costs:

Bicycles: fixed costs of \$50.00 are applicable per flight segment for flights to/from South if prepaid or \$75.00 if purchased at the airport prior to departure. Fixed costs of \$75.00 are applicable per flight segment for flights to/from Europe if prepaid or \$100.00 if purchased at the airport prior to departure. Maximum of 32kg. A pre-booking is required prior to departure.

Windsurfing board and surfboard, maximum of 3,65 metres (12 feet) long, 1 mast, 1 sail, 1 board and 1 helmet; or paddleboard: fixed costs of \$100.00 are applicable per flight segment to any destination if prepaid or \$115.00 if purchased at the airport prior to departure. Maximum of 32kg. A pre-booking is required prior to departure.

Equipment not accepted:

Canoes and kayaks, as well as motorized equipment are not accepted at the check-in counter. Contact the Carrier's cargo service.

Equipment free of charge:

One approved car seat or booster seat and one stroller per child/infant can be transported free of charge (maximum weight of 20kg/44lbs).

For information on individual baggage over 32 kg (70 lbs), contact the Carrier's cargo service.

Everything exceeding the free checked baggage allowances stated in this Rule will be charged as excess baggage (depending on the routing). Prices and weights indicated are valid per flight segment. Applicable taxes are not included. In airports outside of Canada, prices may vary and will be charged in the currency of the departure city.

Any other equipment item not listed herein is subject to the standard excess baggage fees. In airports outside of Canada, prices may vary and will be charged in the currency of the departure city.

- 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 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; Any sharp or pointed article such as knife, scissors, nail fasteners, or anything that could be used as a weapon;
 - iii) Electronic or motorized equipment;
 - iv) Objects of art;
 - v) Live animals;
 - vi) Perishable items.

8.2 Musical Instruments

The Carrier does not allow the purchase of additional seats for the purpose of carrying a musical instrument.

Musical instruments not exceeding a weight of 10 kg (22 lbs) and a dimension of 23 x 40 x 51 cm (9 x 16 x 20 in) (including wheels and handles) are accepted in the cabin as a carry-on. Such a musical instrument in the cabin replaces the carry-on baggage allowed. All instruments in the cabin must be stowed in the overhead bin or under the seat. Instruments exceeding this size or weight will have to be checked-in.

If the musical instrument exceeds the quantity/dimensions/weight of the carry-on baggage allowance and weighs less than 32 kg (70 lbs), it will become part of your checked baggage allowance, which when exceeded is subject to any applicable excess baggage charges. To prevent any damage, we advise storing the musical instrument in a protective hard case.

For information on individual pieces of baggage exceeding 32 kg (70 lb) in weight, contact the Carrier's cargo department.

8.3 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 electromagnetic 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) (1) Carriage of animals: only domestic cats and dogs are accepted for carriage. All other animals, except certified service animals, are not accepted on the Carrier's flights. Passengers must be of at least sixteen (16) years of age and be in possession of all animal-related health and vaccination documents required by the country of destination. The following conditions will apply:

(2) For Carriage of animals in the Cargo Hold the following charges and conditions apply:

- i) A fee of \$275.00 for each flight segment between Canada and Europe, the Middle East or South destinations if prepaid or \$300.00 if purchased at the airport prior to departure.
- 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.

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- 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, Jamaica and Trinidad, or to or connecting in the UK. Non-service animals travelling to Ireland must travel as manifested cargo.
 - vi) Animals that appear aggressive, unruly, ill or in distress may be denied for transport
 - vii) May not travel on connecting flights
- (3) For Carriage of animals in the Cabin, the following charges and conditions apply:
- v) A fee of \$100.00 will be charged for carriage of animal in the cabin for each flight segment between Canada and Europe, the Middle east or South destinations if prepaid or \$115.00 if purchased at the airport prior to departure.
 - vi) Animal must be at least 12 weeks old and fully weaned
 - vii) Animal must travel in an approved for air transportation leak-proof, soft-sided and well-ventilated carrier supplied by the passenger.
 - viii) Carrier must be big enough to allow the animal to stand, turn or lay down safely and comfortably.
 - ix) The animal must remain in the carrier for the entire duration of the flight and no part of the animal may extend outside of the carrier.
 - x) The carrier must fit and remain under the seat in front of the passenger.
 - xi) Passenger may be required to relocate their seat in the cabin if there is an allergic passenger on board allowing a minimum of 5 row separation.
 - xii) The weight of the animal, including the carrier, cannot exceed 10 kilograms and the size of the container must be a maximum of 55x35x35cm
 - xiii) The pet carrier counts as one item as per the carry-on allowance.
 - xiv) Passenger cannot be seated in Exit or Bulkhead seats or in Club Class
 - xv) Passenger cannot transport an animal in addition to medical equipment that must also be stowed under the seat in front of the passenger.
 - xvi) Animal that appears aggressive, unruly, ill or in distress may be denied for transport.
 - xvii) A maximum of one (1) animal per passenger is accepted.
- 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

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.

In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1 288 Special Drawing Rights for each passenger (approximately \$1783Usd or \$2319Cad varies depending on rate of the day) unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case, the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

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*****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 \$33.00 and 5000 francs convert approximately to \$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 \$50.00 per baggage, per day, for passengers away from home, up to a maximum of \$350.00 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";
- b) no charge shall be payable on that part of the declared value which does not exceed basic Carrier liability;
- c) (C) for that part of the declared value which does not exceed basic Carrier liability, a charge shall be payable at the rate of \$0.50 for each \$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 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) 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.

b) Seat selection and applicable 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. The Carrier will make reasonable efforts to ensure that parents/guardians travelling with children under 14 years of age are seated together. In order to accommodate parents/guardians travelling with children under 14 years of age that check-in late or do not use the Carrier's advance seat selection service per the present Rule, the following steps will be taken by the Carrier on a complimentary basis: the Carrier will maintain small groups or blocks of seats for their seating assignments subject to availability. In cases where this is not possible, the cabin crew chief of the flight in question may be asked by ground personnel by asking other seat-assigned passengers to voluntarily change seats in order to accommodate parents/guardians travelling with children under 14 years of age once boarding is complete. Where parents/guardians choose to reserve their seats in advance per the present Rule, their accompanying children under 12 years of age who are registered free of charge in the Carrier's Kids Club program will be provided guaranteed contiguous seat assignments on a complimentary basis.

The Carrier must assign, at no additional charge, the seats as follows: (a) in the case of a child who is four years of age or younger, a seat that is adjacent to their parent, guardian or tutor's seat; (b) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian or tutor's seat, and that is separated from that parent, guardian or tutor's seat by no more than one seat; and (c) in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their parent, guardian or tutor's seat by no more than one row.

For reservations :

	Seat Selection 1-way	Option Plus 1-way
Standard Seats	\$27.00 - \$64.00	\$64.00 - \$119.00
Two-by-Two seats & Front of Cabin Seats	\$45.00 - \$83.00	\$79.00 - \$134.00
Seats with more Legroom	\$67.00 - \$154.00	\$89.00 - \$179.00

The above fees are in Canadian dollars, are non-refundable prior to departure but will 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 60 minutes prior to scheduled departure time or at the departure gate at least 30 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

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 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 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) 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 - \$100.00; 5 hours or more - \$200.00.
- 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

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 per oxygen kit will be charged (to a maximum of \$300) 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 Focus, AirSep Freestyle, AirSep Free Style 5, AirSep Lifestyle, Delphi RS-00400, DeVilbiss Helathcare's iGo, Inogen One, Inogen's Ingen One G2, Inogen One G3, Inova Labs LifeChoice, Inova Labs LifeChoice Activox, International Biophysics LifeChoice, Invacare XP02, Invacare Solo2, Oxlife's Independence Oxygen Concentrator, Oxus RS-00400, Precision Medical EasyPulse, Respiroics EverGo, Respiroics SimplyGo, SeQual Eclipse, SeQual SAROS. 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.

RULE 17 – ADDITIONAL 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, impacted by a Schedule Irregularity 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) 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) 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 a Schedule Irregularity. Where a passenger who accepts option (a) or option (b) or option (c) nevertheless incurs expense as a result of advancement Schedule Irregularity, 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 Schedule Irregularity, 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 a Schedule Irregularity 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/advanced and the difference 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/advanced by more than 8 hours and the delay/advancement 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 delay occurs while onboard, the Carrier will offer drinks and snacks as available, where it is safe, practical and timely to do so. The Carrier shall ensure the lavatories remain stocked and in working order, and that there is access to medical assistance if required. The aircraft commander will ensure that passengers are aware and kept informed of the status of the delay at least every 30 minutes. If the delay exceeds 90 minutes while at the gate, or 4 hours in the event of a Tarmac delay, the Carrier must allow the passengers to deplane unless:
 - i. the Carrier determines there is a safety-related, or security-related reason (e.g. weather, directive from a government agency or authority) why the aircraft cannot leave its position on the tarmac to deplane passengers; or,
 - ii. air traffic control advises the aircraft commander that returning to the gate, or another disembarkation point elsewhere in order to deplane the passengers would disrupt airport operations.
 - d) In the event of an impossibility to deplane, the Carrier shall continue to respect its undertakings outlined in sub-section c) above for as long as the delay lasts. In the event of deplaning, the Carrier shall respect its undertakings outlined under the current Rule 21 including, but not limited to, undertakings related to rebooking and refunds.
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 overnight kit as required. Compensation will be provided as per the provisions of this tariff.
5. 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 shall not be held responsible for any event of Force Majeure 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.

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 is available on all Air Transat flights (except flights within Canada) and provides the following privileges and services in Economy Class.

The privileges and services included in the Option Plus package for flights from Canada to all destinations are:

- Advance Standard Seat Selection (roundtrip)
- Priority check-in at a dedicated check-in counter (or, where applicable, at the Club Class counter)
- Priority baggage delivery + additional baggage allowance as shown in 8.1
- Priority queue at security checkpoints in Montreal, Ottawa and Vancouver
- Priority boarding
- Comfort Kit (blanket, inflatable neck pillow, eyeshade)**
- 1 alcoholic beverage during the bar service
- A meal or a treat from the Bistro Menu***
- Earbuds

** On flights from South to Canada, items are offered individually and blankets are available on request as quantities are limited. *** Subject to availability.

- Children aged 11 and under receive the same privileges with regard to the following:
 - Priority check-in at a dedicated counter
 - Priority baggage delivery
 - (C) Priority queue at security checkpoints in Montreal, Ottawa 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.
- Applicable fees are non-refundable

Pricing Grid

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18.3 Kids Club

Membership in the Air Transat Kids Club is available for children between the ages of 2 and 11 who are residents of Canada, the UK or France. Kids Club members benefit from the following:

- Check-in at a specially identified counter
- Pre-boarding at the gate, ahead of our regular Economy passengers
- Priority baggage retrieval
- Free regular roundtrip seat selection for the member only

Once registered, each child will receive a Member's kit containing the following items:

- A membership card
- A coloured lanyard for the membership card
- One Air Transat Kids Club Member baggage tags for priority baggage handling
- Two coupons for free on-board snacks
- Air Transat Sticker activity card