

# Domestic Charter Tariff

CTA (A) No. 2  
(Version 3.0)

Rules, Rates and Charges  
Applicable to Transportation of  
Passengers and Baggage or  
Goods between Points in Canada

Calm Air International LP,  
As represented by its general partner,  
Calm Air GP Inc. c/o/b as Calm Air  
(Defined as a small carrier for purposes of this Tariff)

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Issue Date: January 01, 2023  
Effective Date: January 02, 2023



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## Acronyms, Abbreviations, Reference Marks and Symbols

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

### Units of measure:

Miles	Statute Miles
Litres	Metric Litres
Pounds	Imperial Pounds
Gallons	Imperial Gallons
Time	Hours and minutes



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## Rule 1: Definitions

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

"**Assistant**" means a person who travels with a person with a disability and is fully capable of provided a service to the disability that is not usually provided by The Carrier's staff.

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

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

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

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

"**Carrier**" means Calm Air International.

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

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

"**Charterer**" means a person, firm, corporation, association, partnership, company or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

"**Complete Capacity**" means the whole of the traffic payload carrying capacity of an aircraft having regard to the charter flight to be performed.

"**Day**" means any period of twenty-four (24) successive hours

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

"**Entity Charter**" means a charter in which

- a. the cost of transportation of passengers or goods is paid by one person, company or organization without any contribution, direct or indirect, from any other person, and
- b. no charge or other financial obligation is imposed on any passenger as a condition of carriage or otherwise in connection with the trip.

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

"**Force Majeure**" means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to:

- a. Earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances,
- b. Interruption of flying facilities, navigational aids or other services
- c. Any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by and government or governmental agency or official thereof,
- d. Inability to produce materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft, or
- e. The actions of third parties including government or air traffic control, airport authorities, security agencies, law enforcements or Customs and Immigration officials, or
- f. Any other cause or circumstance whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome.

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"**Goods**" means anything that can be transported by air, including animals but does not include mail, other than in plane load lots, and baggage.

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

"**Non-Ambulatory**" means a person who is not able to move about within the aircraft unassisted.

"**Non-Self Reliant**" means a person who is not 'self-reliant' as defined in these definitions.

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

"**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.

"**Passenger with a Disability**" includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, requires services or assistance beyond those normally offered by the Carrier.

"**Positioning**" means the movement of an aircraft, without payload, 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.

"**Reposition 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.

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

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

"**Self-Reliant**" means a person who is independent, self-sufficient and capable of taking care of all his/her physical needs during flight, during an emergency, evacuation or decompression. He / She requires no special or unusual attention beyond that afforded to the general public except that he/she may require assistance in boarding or deplaning

"**Service Animal**" means an animal, for the purposes of this tariff service animals will be limited to a live cat or dog, that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

"**Summer**" means the period 15<sup>th</sup> May to 15<sup>th</sup> November, both dates inclusive.

"**Term Charter**" means a charter for a specified number of successive days, months, or a combination thereof.

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

"**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 above.

"**Winter**" means the period 16<sup>th</sup> November to 14<sup>th</sup> May, both dates inclusive.

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## **Rule 2: Application of Tariff**

- a. This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the carrier.
- b. Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the carrier, is executed by the charterer and the carrier.
- c. Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement (except that the charter price shall be subject to fuel surcharges in effect on the date the transportation commences from the point of origin of each flight).
- d. The contents of this tariff form part of the charter contract between the carrier and the charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).
- e. Notwithstanding Rule 2(c) when the charterer and the carrier agree to amend a contract for a series of flights within the original period of the contract, the tariff in effect at the time of signing of the original contract shall apply.
- f. Any airport or air transportation tax imposed by any government authority is not included in the charter rates and charges published herein.

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**Rule 3: Currency**

- a. Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

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#### **Rule 4: Charter and Ferry Mileage Determination**

- a. For the purpose of computing rates and charges herein, the mileage to be used, including both charter and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule, as published in the following sources in the order listed below:
  - i. **Air Distance Manual**, published jointly by International Air Transport Association and International Aeradio Limited;
  - ii. **IATA Mileage Manual**, published by the International Air Transport Association;
  - iii. **Company Charter Quote Software**, calculating great circle route
  - iv. **LE and HE charts**
  - v. And/or combination thereof.

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## Rule 5: Computation of Charges

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

- a. An amount determined by multiplying the distance of the charter flight(s) determined in accordance with *Rule 4* herein, times the applicable charter rate per mile shown in Table of Charges, or, where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable charter rate per hour shown in the Table of Charges, provided that the charge per charter flight shall not be lower than the minimum charge per charter flight shown in the Table of Charges.
- b. An amount determined by multiplying the distance of the reposition flight(s), if any, determined in accordance with *Rule 4* herein times the applicable ferry rate per mile shown in the Rates of Charges or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour shown in the Table of Charges, provided that the charge per reposition flight shall not be lower than the minimum charge per reposition flight shown in the Table of Charges.
- c. Fuel consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.00 per litre.
- d. When fuel and oil is cached in connection with the performance of a charter, the charterer will assess the cost of establishing the cache, including the cost of decommissioning the cache and return the empty containers. When the aircraft of Carrier is used for establishing such a cache, the hours flown will be charged for as part of the charter.
- e. Layover charges, if any, as set forth in the Table of Charges will be assessed by the carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of the free waiting time.
- f. Taxiing charges, if any, for the time required to transport passenger and baggage or goods of a charterer by taxiing from point to point on a supporting surface calculated by multiplying the time required by the charter rate per hour shown in the Table of Charges.
- g. Valuation charges, if any, in accordance with *Rule 11*.
- h. All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for crew whenever the nature of the charter requires said crew to wait between charter flight segments or live away from the place at which they are normally based.
- i. The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.
- j. The actual cost of any special or accessorial services performed or provided at the request of the charterer.
- k. The cost of all applicable third-party fees such as Navigational Fees, Airport Fees, Custom Fees etc.
- l. Charges for extra crew.

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## Rule 6: Conditions of Carriage

a. Space and weight limitations

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

b. Medical clearance

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

c. Refusal to Transport

The Carrier will refuse passage to any person when:

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

The Carrier may, in its reasonable discretion, impose those sanctions described below, including the imposition of conditions in respect of future travel or the imposition of a temporary, indefinite or permanent travel ban on a passenger who has engaged in conduct or behavior more fully described below.

In particular, without limiting the generality of foregoing, the following rules apply with respect to the boarding and transportation of passengers by the Carrier.

d. Prohibited Conduct and Sanctions

The Carrier may impose sanctions on any person who engages in or has engaged in any conduct or behavior on the Carrier's aircraft; or to the knowledge or reasonable belief of the Carrier, on any airport property or other carrier's aircraft that the Carrier determines, in its reasonable judgement, may have a negative effect on the safety, comfort or health of that person, other passengers, employees, agents, or aircrew or the safe operations of the Carrier's aircraft.

Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:

- i. Significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board the carrier's aircraft
- ii. Engaging in belligerent, lewd or obscene behavior towards a passenger or employee or agent of the Carrier;
- iii. Threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of the Carrier;
- iv. Tampering with or willfully damaging an aircraft, its equipment or other property of the Carrier;
- v. Failing to comply with all instructions, including all instructions to cease prohibited conduct, given by the Carrier's employees;
- vi. Unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft
- vii. Smoking or attempted smoking in an aircraft
- viii. Wearing or carrying dangerous or deadly weapons on an aircraft (other than on duty escort or peace officers who have complied with the Carrier's guidelines).

Sanctions that the Carrier may impose on a person may be one or a combination of the following:

- i. Written or verbal warning;
- ii. Refusal to permit boarding of an aircraft;
- iii. Removal from an aircraft at any point;
- iv. The requirement of written confirmation from the person attesting that he/she will refrain from the prohibited conduct in question and from engaging in any other prohibited conduct, as a prerequisite to further travel with the Carrier during the probationary period, that will normally not exceed one year;

***For explanation of abbreviations and symbols, please see page VIII***

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- v. Temporary or permanent ban from traveling on the carrier.
- e. Refusal to transport the person as determined by the Carrier
  - The Carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the paragraphs of this rule.
- f. Refusal of Carriage – Baggage or Goods
  - The Carrier shall refuse to carry any articles that, it has responsible grounds for believing
    - i. Will endanger the safety of the aircraft, crew, passengers, or any property
    - ii. Are shipped contrary to any governmental regulations
    - iii. Are liable to cause damage to the aircraft or to baggage or goods on board the aircraft or injury to persons on board the aircraft
    - iv. Are improperly packed or packaged
- g. Exemption from liability
  - Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:
    - i. Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the Charter agreement, and;
    - ii. "Force Majeure", or any other causes not attributable to the willful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant the carrier any clearance, licence, right or other permission necessary to the performance of the carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.
- h. Capacity limitations
  - The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may, with the written consent of the charterer, be used by the Carrier for the transportation of the carrier's own personnel or cargo.
- i. Schedules/delays/Operational Control
  - The Carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets or elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.
  - The carrier shall have exclusive operational control over all aircraft and the contents and crew thereof.
  - Every person who is provided with transportation on the Carrier's aircraft shall comply with all the terms and conditions of the Carrier, and all persons and property aboard the carrier's aircraft shall be subject to the authority of the Pilot-in-Command.
  - When such action is deemed by the Carrier to be necessary owing to the unserviceability of the aircraft, weather or other conditions beyond its control, the carrier may:
    - a. Cancel or terminate a service or any flight at any time
    - b. Return to base or to the last point of landing; or
    - c. Divert or land at an intermediate point
- j. Prisoners
  - A prisoner must be accompanied by an attendant and charterer shall assume full responsibility for the proper conduct and control of the prisoner
  - Charterer shall indemnify carrier for any loss, injury, or damage caused by the prisoner
- k. Acceptance of Animals
  - a. Arrangements must be made at least 48 hours in advance before any animal will be accepted for carriage.



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- I. The carrier will accept for carriage animals/pets as defined herein, as either checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
  - i. The types of animals accepted for carriage in the cabin is limited to domestic dogs, cats, household fish, birds, rabbits, gerbils, guinea pigs and hamsters
  - ii. Animals carried in the passenger cabin must fit under the seat located in front of the passenger, and therefore must comply with standard carry-on baggage limitations with respect to size and weight.
- m. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier and must be leak proof and well ventilated. Only soft-sided kennels will be accepted for carry-on.

**Note:** This provision does not apply to Service or Emotional Support Animals accompanying passengers with disabilities.
- n. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits, and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.

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## Rule 7: Carriage of Persons with Disabilities

### a. Acceptance for Carriage

Calm Air will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. Calm Air will provide curbside to curbside assistance as required.

In instances when refusing transportation to a person with a disability is necessary, upon request, the carrier will provide a written explanation to the person for the decision to refuse carriage.

### b. Acceptance of Declaration of Self-Reliance (Self-Determination)

Except for applicable safety-related rules and regulations, Calm Air will accept the determination made by or on behalf of a person with a disability as to self-reliance (self-determination). Once advised that he or she is "self-reliant," the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from carrier employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.

### c. Medical Clearance

Calm Air will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, Calm Air may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as ability to evacuate the aircraft, assistance with eating, using the washroom facilities, or that of other passengers is in question. Where Calm Air refuses to transport a passenger for such reasons, a written explanation may be provided upon request. When medical clearance is required, a carrier may assess a person's fitness to travel based on information and/or documentation submitted by the person with a disability (such as a documentation from the person's physician or healthcare professional).

### d. Accessible Seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult with the person to determine which seat is the most accessible to meet specific disability-related needs. For safety/security reasons some seats may not be available. Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

### e. Acceptance of Aids

1. The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids: In addition to the regular free publication/baggage allowance, the carrier will accept the following mobility aids as priority checked publication/baggage without charge:
  - i. an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
  - ii. a manually operated folding wheelchair;
  - iii. a walker, a cane, crutches or braces;
  - iv. any device that assists the person to communicate better; and
  - v. any prosthesis or medical device.
2. Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.
3. Providing the aircraft can carry the aid, the carrier will:
  - i. assist with disassemble and packaging, where necessary, the aid for transportation; and assist with re-assemble the aid upon arrival; and
  - ii. return the aid promptly upon arrival.
4. Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually operated wheelchair to be used to reach:
  - i. the boarding gate;

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- ii. the stairs of the aircraft; or
- iii. the door of the aircraft (for aircraft accessible via a boarding system).

**f. Acceptance of Service and/or Emotional Support Animals**

The carrier will accept for transportation, without charge, a Service or Emotional Support Animal required to assist a person with a disability. Please refer to "Rule 20 – Acceptance of Animals" for a full list of travel guidelines.

**g. Services to be Provided**

Calm Air will provide curbside to curbside assistance as required. If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance:

1. registration at the check-in counter;
2. proceeding to the boarding area;
3. boarding and deplaning;
4. stowing and retrieving the person's carry-on baggage;
5. retrieving the person's checked baggage;
6. transferring the person:
  - i. between the person's own wheelchair, scooter or other mobility aid and: a wheelchair, boarding chair or other mobility aid provided by the carrier.
  - ii. between a wheelchair, boarding chair or other mobility aid and: the person's passenger seat.
7. assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;
8. serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
9. inquiring periodically about the person's needs when persons in wheelchairs who are not independently mobile are awaiting a flight after check-in, when in transit between flights and during the flight;
10. assembling and disassembling of mobility aids; and
11. proceeding to the general public area or to a representative of another carrier.

If the request for these services is not made within 48 hours of the designated departure time, the carrier will make a reasonable effort to provide the services.

**h. Boarding and Deplaning**

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, Calm Air will allow the person, upon request, to board the aircraft in advance of other passengers if passengers present themselves for boarding no less than 30 minutes prior to flight departure and where time permits. Calm Air may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the requested assistance.

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## Rule 8: Acceptance of Children

### a. Infants

- i. Infants under two years of age on the date of travel do not require a seat or ticket.
- ii. Only one infant under the age of two years may be held in the lap of an accompanying passenger 16 years of age or older.
- iii. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
- iv. An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
- v. Infants under two years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

### b. Children

- i. All children, two years of age or older, must be assigned a seat.
- ii. All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for travel purposes.
- iii. All children, 16 years of age or older, may accompany other infants and children under 12 years of age.

Age	Accepted	Conditions
1 day to 23 months (infant)	Yes	Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap. An infant for whom a seat is purchased must be properly secured in an approved child restraint device.
2 to 11 years old (child)	Yes	These passengers are considered to be a child for the purpose of air travel and must be accompanied by a passenger 16 years of age or older for the entire trip. The use of an approved child restraint device is optional for children age two and up.
12 years and older	Yes	These passengers are considered to be adults for the purpose of air travel. These passengers are eligible to travel unaccompanied and unsupervised.

### c. Seating of Children (Under Age 14)

Children under the age of 14 will be seated near their accompanying passenger at no additional cost as follows:

<b>Aged 2 to 5:</b>	In a seat adjacent to their accompanying passenger.
<b>Aged 5 to 11:</b>	In the same row and separated by no more than one seat from their accompanying passenger.
<b>Aged 12 to 13:</b>	Separated by no more than a row from the accompanying passenger.

\*Children are **NOT** permitted to sit in an emergency exit row.

\*Accompanying passenger must be 16 years of age or older.

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## Rule 9: Acceptance of Baggage or Goods

- a. All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- b. Unchecked baggage must be within the carrier's size and weight limits in order to be taken onboard the aircraft, and must fit under the seat located in front of the passenger or in the overhead storage compartment in the passenger cabin of the aircraft (\*Note: this provision does not apply to aids for persons with disabilities). Items that do not meet carry-on limitations for storage in the passenger cabin, must be checked and appropriately stowed as checked baggage.
- c. Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- d. If the weight, size or character renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the charterer's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier and compliance with Dangerous Good Regulations where applicable:
- e. Firearms of any description:
  - Firearms for sport purposes will be carried as baggage, provided that required entry permits are in the possession of the passenger for the country of destination.
  - Provided that such firearms are unloaded and placed in a locked, non-see-through, hard metal or plastic case (disassembled if possible or trigger lock in place).
  - The provisions of this Subparagraph do not apply to Officers of the Law travelling in line of duty and carrying legally prescribed side arms or other similar weapons.

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**Note:** Passengers will be advised that the carriage of a loaded weapon is a violation of Federal Government Regulations Firearms Act.

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- f. Explosives, munitions, corrosives and articles which easily ignite will not be permitted for carriage on a charter flight.
- g. Human Remains:
  - Except in cases of emergency, human remains will not be carried unless enclosed in coffins or cases, which will prevent the escape of offensive odours.
- h. Live Animals:
  - Pets, dogs, cats, tropical fish, and household birds, when properly crated in leak-proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals will be carried only in the cargo compartments of the airplane (\*Not applicable to service animals).
  - Live animals shall be properly crated, harnessed, or packed, as required by carrier.
  - Carrier, if deemed necessary, may require an attendant to accompany the live animal and the attendant will be responsible for the care of the live animal.
  - When carrier furnishes food for the live animal, the cost will be charged to the charterer.
  - Carrier will not be responsible for the loss of or injury to, the live animal, except when caused or occasioned by the neglect or default of carrier.
  - Charterer will indemnify carrier for any loss or damage by the live animals or the attendant
- i. Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.
- j. Dangerous Articles:
  - Charterer shall be responsible for complying with the applicable governmental regulations governing the carriage of explosives or other dangerous articles under this tariff.

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- Any charterer shipping or attempting to ship such articles in contravention of any Government regulation shall be liable to carrier for all loss or damage directly or indirectly caused thereby, and carrier may store or dispose of such articles at charterer's risk and expense.

k. Perishable Goods:

- Perishable goods shall be properly packed and labelled as perishable by charterer to prevent deterioration in flight.
- When perishable goods in a damaged condition or with damaged or inadequate packing are accepted for carriage, the traffic document will be so annotated by carrier, and carrier will be liable only for loss, damage, deterioration or destruction caused by its own negligence.
- Carrier will take reasonable precautions to ensure that perishable goods will not be damaged by freezing or defrosting in flight.
- When such goods are refused by the consignee or no effective arrangements are made by charterer or the consignee to accept such goods at destination, or when disposal instructions cannot be obtained from charterer or consignee, or when there is danger that the goods may become worthless because of delay or non-delivery, carrier may, without prior notice, sell or otherwise dispose of such goods upon the best terms available.

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**Note:** The carrier will not be liable for the loss of, or damage to, perishables or such other articles or for the damage to other articles or for the damage to other property occasioned thereby in the event such perishables or other articles are packed in baggage or otherwise transported without the knowledge of the carrier.

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<b>RULE 10</b>	<b>REFUNDS</b>	<b>PAGE 15</b>	

**Rule 10: Refunds**

- a. Application for refund shall be made to the carrier or its duly authorized Agent.
- b. If a portion of the agreed transportation has been completed, refund will be the difference between the rates and charges paid and the rates and charges applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.
- c. Freight accepted and then returned to the customer per this request will be subject to an administrative fee.

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<b>RULE 11</b>	<b>LIMITATION OF LIABILITY - PASSENGERS</b>	<b>PAGE 16</b>	

## **Rule 11: Limitation of Liability – Passengers**

### **Liability in the case of death or bodily injury of a passenger**

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



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<b>RULE 12</b>	<b>LIMITATION OF LIABILITY – BAGGAGE OR GOODS</b>	<b>PAGE 17</b>	

## Rule 12: Limitation of Liability for Baggage or Goods

The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:

- a. The liability of the carrier is limited to approximately \$2,400 CAD (or 1,288 SRD's – special drawing rights) per person, per incident upon submission of receipts. However, the limit will not apply:
  - i. If it is proven that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was performing services for the carrier in furtherance of the contract of carriage.
- b. If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. Unless the passenger proves otherwise:
  - i. All baggage checked by the passenger will be considered to be the property of that passenger.
  - ii. A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
  - iii. Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.

### Mobility aids

**Note:** Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

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

- i. The air carrier will promptly provide a suitable temporary replacement without charge;
- ii. If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- iii. If a damaged aid cannot be repaired or is lost (not located within 21 days from the date the bag was to be received), the carrier will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

### a. Exclusions From Liability Respecting Goods

Unless caused by its negligence, carrier will not be liable for any differences in weight or quantity of goods from shrinkage, leakage, or evaporation, or for loss or damage to goods occurring after the expiration of forty-eight (48) hours (exclusive of statutory or customary holidays) from the time of verbal or written notice of the arrival of the goods to the consignee at the destination, airport, or landing area.

Carrier will not be liable for loss of, or damage to, any goods caused or contributed to by:

- i. acts of God, perils of the air, the Queen's enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war;
- ii. the act or default of charterer, consignee or owner;
- iii. the nature of the goods, or any defect, characteristic, or inherent vice thereof;
- iv. violation by charterer, consignee, or any other party claiming an interest in the goods, of any of the rules contained in this tariff or in any other applicable tariff including, but without being limited to, failure to observe any of the rules relating to goods not acceptable for transportation of goods acceptable under certain conditions;

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- v. improper or insufficient packing, securing, marking or addressing;
- vi. acts or omissions of warehouseman, Customs or quarantine officials, or other persons other than carrier or its agents, in gaining lawful or unlawful possession of the goods; or
- vii. compliance with delivery instructions for charterer or consignee.

Carrier will not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery, or any other result not caused by the actual negligence of itself, its agent, servant, or representative acting within the scope of their authority, or not occurring on its own line or its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.

The carrier is not liable for damage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the carrier will compensate the carrier for all losses and expenses it incurs as a result.

The carrier does not permit valuables to be contained within passenger checked baggage and/or other goods such as money, credit cards, jewelry, electronics (such as cameras), dinnerware, business or legal documents. Such items must be carried with the passenger into the passenger cabin (if applicable). This list is not exhaustive.

Carrier will not be liable in any event for any consequential or special damages arising from transportation whether or not carrier had knowledge that such damages might be incurred.

Carrier will not be liable for loss or damage caused by or in liquids, fragile or perishable articles enclosed in or shipped as baggage. Such items are not permitted in checked baggage.

Carrier will not be liable unless written notice thereof is given at any office of the carrier within the period prescribed in "Limitation of Action" of this tariff.

**b. Time Limitations on Claims and Actions**

1. No action will be taken against the carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the carrier within:
  - i. 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,
  - ii. 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss).
2. In the case of damage to checked baggage, the passenger must complain to the carrier immediately upon arrival, or within 7 days from receipt of the baggage.
3. Any claim against a carrier will be extinguished unless an action is brought within one year reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

**c. Gratuitous Transportation**

All passengers who are transported gratuitously by the carrier will not be eligible for compensation of any kind and/or baggage liability. The Carrier reserves the right to exclude the application of all or any part of this tariff.

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<b>RULE 13</b>	<b>LIMITATION OF LIABILITY – SERVICE ANIMALS</b>	<b>PAGE 19</b>	

**Rule 13: Limitation of Liability – Service Animals**

- a. 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, medical care for, or replacement of the service animal.

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<b>RULE 14</b>	<b>SUBSTITUTION OF AIRCRAFT</b>	<b>PAGE 20</b>	

### **Rule 14: Substitution of Aircraft**

- a. When, due to causes beyond the control of the carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of the charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).
- b. When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the charterer agrees to pay the rates and charges 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.

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<b>RULE 15</b>	<b>PAYMENT REQUIREMENTS</b>	<b>PAGE 21</b>	

### **Rule 15: Payment Requirements**

- a. Payments for a charter flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.
- b. Payment for a charter flight must be made to a representative to the carrier prior to the commencement of the flight, unless the charterer has an approved account with the carrier.
- c. Split Charters

The carrier will charter to one charterer only at one time and will not permit the resale of space at a toll per unit, but when charterer and persons other than carrier wish to use the aircraft jointly, the carrier, if requested by charterer, may accept payment of the charter charges from charterer and such other persons on any basis or apportionment agreed to between the parties.

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<b>RULE 16</b>	<b>CANCELLATION CHARGES</b>	<b>PAGE 22</b>	

**Rule 16: Cancellation Charges**

- a. Charges for Cancellation of Charters by the Charterer: the carrier reserves the right to charge a fee, as outlined in the Table of Rates and Charges, for the cancellation of any charter by the charterer.
- b. The carrier shall utilize due diligence in planning of the charter flight and shall inform the Charterers representative of any situation which may prevent from completing the charter flight as booked. The charterer, via the charterers' representative, shall have the opportunity to request that the charter flight be attempted, cancelled, delayed or modified. Based on this request the charterer shall be responsible for all charter fees associated with the attempted, cancelled, delayed or modified charter flight.

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<b>RULE 17</b>	<b>TICKETS</b>	<b>PAGE 23</b>	

**Rule 17: Tickets**

- a. The carrier does not issue tickets. Subject to the contract between the carrier and the charterer, prior to the flight, the charterer will provide a list of all the passengers' names to the carrier.

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<b>RULE 18</b>	<b>PASSENGER RE-ROUTING</b>	<b>PAGE 24</b>	

### **Rule 18: Passenger Re-Routing**

- a. In the exercise of due diligence and in order to protect the passengers and property accepted for transportation, the Carrier will determine the routing of all passengers, baggage and goods.
  - i. The carrier is not liable to any passenger when he/she misses his/her flight. In these instances, no other flight alternative is offered by the carrier to the passenger.



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<b>RULE 19</b>	<b>DENIED BOARDING COMPENSATION</b>	<b>PAGE 25</b>	

## **Rule 19: Denied Boarding Compensation**

- a. The Carrier strives to clearly state the capacity of its charter aircraft at the time of booking. In the event a charter client or passenger is denied boarding due to aircraft weight restrictions or other reasons beyond our control, The Carrier will make every effort to provide suitable, alternative transportation.
- b. The Carrier reserves the right to deny boarding or transport to any person in order to comply with space and/or weight limitations or for prohibited conduct or behavior that may, in the carrier's reasonable judgement, have a negative effect on the safety comfort or health of the person, the carrier's employees, or aircraft.
- c. If a charter client is denied boarding due to prohibited conduct or behavior:
  - i. The full cost of any additional or alternative transportation provided to the charter client will be the client's responsibility;
  - ii. The percentage of the charter completed up to the point of cancellation or 25% of the total charter quote, whichever is greater, will be charged to the client;
  - iii. All additional costs incurred while assisting the client to find alternative transportation will be charged to the client;
  - iv. Prohibited behavior, ie. defacing of aircraft may result in additional charges for the client.

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<b>RULE 20</b>	<b>GROUND TRANSPORTATION</b>	<b>PAGE 26</b>	

**Rule 20: Ground Transportation**

- a. Calm Air does not maintain, operate or provide ground transfer services between airports or between airports and city centers.
- b. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of Calm Air.
- c. Any effort by an employee, agent or representative of Calm Air in assisting the passenger to make arrangements for such ground transfer service shall in no way make Calm Air liable for the acts or omissions of such an independent operator.

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<b>RULE 21</b>	<b>RATES AND CHARGES</b>	<b>PAGE 27</b>	

## Rule 21: Rates and Charges

All values listed in this section are in Canadian Dollars (CAD).

### Rates and Charges for Entity Charters

Aircraft Type	Rate per Statute Mile		Rate per Hour	
	Charter	Ferry	Charter	Ferry
ATR 42	19.67	19.67	5,500	5,500
ATR 72	21.79	21.79	6,200	6,200

### Minimum Rates

Aircraft Type	Minimum Statute Mileage		Minimum Charge	
	Ontario	Manitoba	Ontario	Manitoba
ATR 42	130	130	3,000	3,000
ATR 72	130	130	3,500	3,500

### Layover Charges

Aircraft Type	Free Waiting Time	Rate per Hour	Maximum Charge Per Day
ATR 42	Up to 4hrs free based on flying time	2,500	20,000
ATR 72		2,500	25,000

### Fuel Charges and Surcharges

Fuel consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.00 per litre plus a company determined administration percentage not to exceed 20%.

### Cancelation Charges

Unless otherwise agreed upon:

- a. Less than 7 days but more than 48 hours, 10% of the contract price will be incurred.
- b. Within 48 hrs of the scheduled departure, 25% of the total contract price will be incurred.