



**DOMESTIC TARIFF
CONTAINING
RULES, RATES AND CHARGES
APPLICABLE TO
THE TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
THE POINTS IN CANADA**

ADOPTION NOTICE

Effective January 1 2016, this

Tariff or as amended, became the tariff of

Calm Air International LP, as represented by its general partner,
Calm Air GP Inc. c/o/b as Calm Air

**Issued by Sandra Ross-Hitch
V.P of Marketing
Calm Air International LP
90 Thompson Dr
Thompson, MB
R8N 1Y8**

TABLE OF CONTENTS

	<u>Rule</u>	<u>Page</u>
Definitions	1	7
Application of Tariff	2	10
Currency	3	10
Mileage Determination	4	10
Flight Times Determination	5	10
References	6	11
Numbers	7	11
Computation of Days	8	11
Acceptance of Baggage or Goods	9	12
Charges, Fares and Fees	10	14
Compassionate Travel	11	14
Conditions of Carriage	12	15
Dangerous Goods	13	17
Fare Rules	14	18
Limitation of Liability Passengers	15	19
Groups or Convention Travel	16	19
Passenger Interference	17	19
Oversold Flight	18	20
Refunds	19	20
Schedule	20	21

EXPLANATION OF ABBREVIATIONS

A.M.	-	Ante Meridien	IATA	-	International Air Transportation Association
APT	-	Airport	i.e.	-	that is
C	-	Celcius	Inc.	-	Incorporated
CAD	-	Canadian Currency	in (s)	-	inch (es)
CHGE	-	Charge	INTL	-	International
Cm (s)	-	Centimeters	kg (s)	-	Kilograms
COD	-	Collect on Delivery	lb (s)	-	Pound (s)
Co.	-	Company	Ltd.	-	Limited
Col	-	Column	MIN	-	Minimum
Cont'd	-	Continued	N.E.S.	-	Not elsewhere specified in this tariff under a more specific commodity description applying from and to the same points via the same routing
Corp	-	Corporation	No. (s)	-	Number (s)
Cu	-	Cubic	N.O.S.	-	Not Otherwise Shown
CWT	-	100 pounds	NTA (A)	-	National Transportation Agency
DBA or d/b/a	-	Doing Business As	P.M.	-	Post Meridien
e.g.	-	for Example	St.	-	Saint
etc.	-	And so Forth	USD	-	United States Currency
F	-	Fahrenheit	U.S.	-	United States
FAK	-	Freight, all kinds	U.S.A.	-	United States of America
Ft.	-	Foot	W/O	-	Without
			Wt.	-	Weight

EXPLANATION OF SYMBOLS

/	-	Denotes "or"
\$	-	Denotes Dollars
%	-	Denotes Percentage
&	-	Denotes "and"
(A)	-	Denotes Increase
(B)	-	Denotes Decrease
(X)	-	Denotes Cancellation
(C)	-	Denotes change in wording which clearly results in either an increase or a reduction in charges

RULE 1 DEFINITIONS

Unless otherwise specifically indicated, the following definitions apply:

“AIR CREW” means the flight crew and one or more person who, under the authority of the Carrier, perform in-flight duties in the passenger cabin of an aircraft of the Carrier;

“BAGGAGE” Baggage shall mean such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the attendant for the purpose of his/her trip.

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

“CARGO” Cargo, which is equivalent to the term “goods”, means anything carried or to be carried in an aircraft, other than mail or baggage; provided, however, that unaccompanied baggage moving under an Air Waybill is cargo.

“CARRIAGE” carriage, which is equivalent to transportation, means carriage of shipments by air.

“CARRIER” means CALM AIR INTERNATIONAL LP

“CONFERENCE RATE” passengers traveling not together but to the same common destination.

“DAY” means any period of twenty-four consecutive hours.

“DAYS” days means full calendar days, including Sundays and legal holidays: provided that, for purposes of notification, the balance of the day upon which notice is dispatched shall not be counted: and that, for the purpose of determining duration of validity, the balance of the day upon which the Air Waybill is issued or flight commenced shall not be counted.

“DESTINATION” means the point to which passengers to be transported on a scheduled flight

“DOMESTIC RATE” domestic Rate means a rate applying between two points in one country.

“FARE” means the rate charged to a passenger in respect of a particular class of service offered by the carrier, set out in Schedule “A”

“FARE CLASS” means a group of fares having the characteristics set out in the First part of Schedule “A”

“FEE, CHARGE or SURCHARGE, means an amount of money collected by the carrier from the passenger, distinct from the fare, and either in respect of transportation services or services or ancillary to transportation services. Fees and surcharges may be collected by the carrier on its own behalf or pursuant to an obligation imposed or authorizations received from a third party.

“FERRY FLIGHT” means the movement of a aircraft without payload to position the aircraft to perform a charter flight or upon the completion of a charter flight to position the aircraft to a point required by the carrier.

“FORCE MAJEURE” means unforeseeable course of events excusing from fulfillment of contract

“ESCORT” means a person who travels with a person with a disability and is fully capable of providing a service related to the disability that is not usually provided by the carriers’ staff

“GOODS” means any type of personal property, including baggage and cargo that can be transported by air including animals

“GROUP” means 7 or more passenger traveling together on the same flight from a common point of origin to a common destination.

“INFANT” means a child under the age of 2, and has not reached their 2nd birthday, are carried free of charge by an adult sharing the same seat as the infant. Proof of age must be provided and the carrier is restricted to one infant per adult passengers and 10 % of the carrying load.

“ITINERARY” means, a schedule setting forth the name of the passenger or passengers, flight, flight number, class of service, flights times, as well as origin and destination of the flight issued to a passenger on payment of appropriate rates and charges in respect of that flight.

“LIVE ANIMALS” Live animals shall mean all mammals (other than humans).

“MONTH” means any period of thirty consecutive days.

“NON AMBULATORY” is a person who is not able to move

“ORIGIN” means the point from which a flight commences with payload to be transported.

“PASSENGER” means a person, other than a member of the air crew, carried or to be carried in a aircraft with the consent of the carrier pursuant to a valid contract.

“PASSENGER LIABILITY” means the legal liability of the carrier to any passenger or other person in respect of a passenger, arising from the carrier’s operation for injury to or death of persons who are passengers, OR losses suffered or sustained by a passenger or other person as a result of the carrier’s inability to perform, part or whole of contracted air service OR damage to or loss of goods or losses due to any delay in deliver of any goods in the carrier’s charge.

“PERSON” means an individual, firm corporation, association, partnership, or other legal entity, as the context requires or otherwise permits.

“PERSON WITH A DISABLILITY” means a person who is, has, been or will be a passenger and, because of a disability, requires services that are not usually extended to other passenger, including assistance when making travel arrangements, when embarking and disembarking, on board an aircraft, during any movement between facilities in the terminal or on the ground that involve transportation-related services

“NON SELF RELIANT” a person who is not self reliant as defined below under SELF RELIANT.

“PERSONAL EFFECTS” Personal effects shall mean wearing apparel, cosmetics, toilet articles and articles worn by an individual, used, not for resale.

“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. He/She requires no special attention beyond that afforded to the general public, except that he/she may require assistance in boarding or deplaning.

“SCHEDULE FLIGHT” means the movement of an aircraft with passengers or goods from the point of take-off at the origin to a point or points of landing thereafter, inclusive of the point of landing at the destination.

“TARIFF” means this tariff of fares, rates, charges and terms and conditions of carriage applicable to the provision of domestic services

“TAX” means an amount of money collected by the carrier from the passenger pursuant to an obligation imposed by governmental authority.

“TRAFFIC” means any passengers or goods that are transported by air.

RULE 2 APPLICATION OF TARIFF

- (a) This tariff is applicable to the transportation of passengers, and goods
Aircraft operated by Calm Air International LP.
- (b) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by Calm Air International LP, is executed the carrier.
- (c) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- (d) The contents of this tariff shall form part of the air transportation contract between the carrier and the passenger. In the event of any conflict between this tariff and the contract this tariff shall prevail.

RULE 3 CURRENCY

Rates and charges are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of local banker's rates of exchange as. Currency transactions may take the form of cash, debit when paying fees at the airports. Online purchases may be made using MasterCard®, American Express®, and Visa®.

RULE 4 MILEAGE DETERMINATION

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

- (1) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited.
- (2) IATA Mileage Manual, published by the International Air Transport Association.

RULE 5 FLIGHT TIME DETERMINATION

For the purpose of computing rates and charges herein, the flight time to be used will be determined as follows:

- a) When an entire flight is to be assessed at rates per hour, the hours and minutes for which a charge is made shall be computed from the time the aircraft commences taxiing before take off until it finishes taxiing after landing.
- b) When only a portion of the flight is to be assessed at rates per hour, the hours and minutes flown shall be computed from the time the aircraft deviates from a point on the measurable route until it returns to a point on the measurable route.

RULE 6 REFERENCES

Where references are made to tariffs, items, pages, notes, rules, etc., such references are continuous and include supplements thereto and revised or additional original pages or reissues thereof.

RULE 7 NUMBERS

Where numbers connected by the word "to" are used, the series indicated shall include the numbers shown.

RULE 8 COMPUTATIONS OF DAYS

Unless otherwise provided, in computing time in days, full calendar days shall be used and Sundays and legal holidays shall be included, except when the last day falls on a Sunday or legal holiday in which event the next following calendar day (other than a Sunday or legal holiday) shall be included.

RULE 9 ACCEPTANCES OF BAGGAGE OR GOODS

- a) All baggage or goods presented for transportation is/are subject to inspection by the Carrier. All goods shall be issued a baggage tag and this tag will be tracked in the carrier's reservation system.
- b) 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 Canada.
- c) The carrier does not agree to carry in checked baggage or when otherwise placed in the care of the carrier, money, jewellery, silverware, negotiable papers, securities or other valuables, business documents, samples, antiques, paintings, furs, manuscripts or similar items, fragile, valuable, or perishable articles.
- d) Each fare paying passenger on flight series 500 to 532 can check two (2) pieces of luggage without excess baggage fees (this limit excludes carryon baggage). The maximum combined weight of both pieces is not to exceed 70lbs. Each fare paying passenger flight series 533 to 599 can check three (3) pieces of luggage without excess baggage fees (this limit excludes carryon baggage). The maximum combined weight of both pieces is not to exceed 120 lbs. The overall measurement of each piece (L + W + H) must be less than 62 inches or 158 cm with a maximum weight of one piece being 50lbs or less.

- e) If the weight, size or character of baggage or goods renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the baggage or goods or any part thereof. The following articles will be carried only with prior consent of carrier:
- Firearms of any description. Firearms for sport purposes will be carried as baggage provided the required permit/licence is in possession of the passenger. Also provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons. Firearm must travel with passenger.
 - Explosives, munitions, corrosives and articles which easily ignite.
- f) Passengers travelling with pets must have proper leak proof containers. All kennels must contain absorbent blanket for sanitary reasons. Animal must fit completely inside kennel. The head of the Animal cannot be exposed and cannot touch top of the cage when standing. Puppies/kittens under 6 months old from same litter can travel in groups of 3 in same kennel. Maximum of 2 dogs/cats may travel in same kennel provided they are used to cohabitation with each other and do not weigh more than 31lbs. Each animal over 31lbs must have its' own kennel. Kennels must be secure and in good condition to prevent escape. Locks on Kennels must be functional. No kennel will be accepted with wheels (they must be removed). Wire or wire mesh kennels are not acceptable. Nylon pet carries bags are permitted for PETC (pet in cabin) provided they fit under seat (16.5 in x 11 in x 8 in).
- (i) **PETC (pet in cabin)** only two (2) kennels are allowed per flight with advance reservations. An additional \$75.00 plus GST per kennel (one way) will be applied for a handling fee. Dimensions 16.5 in x 11 in x 8 in.
- (ii) **AVIH (live animal in cargo hold of aircraft)** only two (2) kennels combination of below are allowed per flight with advance reservations. **ONLY ONE (1) LARGE OR EXTRA LARGE PER FLIGHT.** An additional \$75.00 plus GST per kennel (one way) will be applied for a handling fee. Dimensions of kennels:
SMALL: 12 in x 16 in x 15 in
MEDIUM: 32 in x 22 in x 23 in
LARGE: 36 in x 24 in x 26 in
EXTRA LARGE: 40 in x 27 in x 30 in
- g) Carryon baggage must be able to fit into the Calm Air sizing devices available at the airports. Carry-on baggage must be able to be properly stored under the seat or in the overhead compartment of the aircraft. Containers carrying Life-Sustaining items or other similar items will be carried at no extra charge; however these containers must be able to fit into the sizing device. The weight of this can not exceed 7.5 kg. The following items are considered dangerous goods and cannot be taken as carry on items:
- ❖ Knives and all cutting and puncturing instruments including box cutters, ice picks, straight razors, metal scissors, metal nail files, corkscrews
 - ❖ Weapons including handguns, rifles, ammunition, gun powder, pepper spray, bear spray, mace, tear gas
 - ❖ Athletic equipment including baseball/softball bats, golf balls, poolcues, ski poles, ice skates with blades, sport racquets, lacrosse sticks, hockey sticks.
 - ❖ Aerosol spray cans including hair spray, deodorant, insect repellent, or butane fuel
 - ❖ Balloons filled with helium gas
 - ❖ Flammable liquids or solids including fuel, paint, paint thinner, lighter fluid
 - ❖ Any other hazardous item as defined and regulated by law including explosives, fireworks, radioactive materials, poisons, infectious substances.
- h) Baggage will only be tagged to the carrier destinations only. If passengers are using carrier as part of their flight plans another airline to continue or complete your journey, then the passenger will collect their luggage and recheck it with the other carrier.

- i) Certain items will be accessed an extra fee for handling purposes with include the following, Bicycles will be charged a \$25.00 fee.
- j) Baggage in excess of the maximum allowance specified in this rule will be accepted for transportation only upon payment of excess baggage charges. Passenger on flight series 500 to 532 over the maximum allowance will be charged a \$75.00 per piece over the two (2) piece allotment or a one charge of \$25.00 for over the 80lbs limit for the combined two (2) pieces. Passenger on flight series 533 to 599 over the maximum allowance will be charged a \$75.00 per piece over the three (3) piece allotment or a one charge of \$25.00 for over the 130lbs limit for the combined three (3) pieces. Baggage is considered oversized when a passenger checks in a piece of baggage over the linear dimensions of 62 to 115 inches and the passenger will also be charged a \$25.00 fee. Baggage over the linear dimensions of 115 inches will not be accepted as checked baggage. Excess charges will also apply when passenger baggage is overweight and over sized there will be a charge of \$50.00. Subsequent pieces over the first excess piece will be assessed a fee of \$75.00 per piece. If the piece weight between 51-70lbs a fee of \$100.00 will be charged and if the piece is oversized then a fee of \$100.00 will also apply. If the piece is oversized and overweight then a fee of \$125.00 will apply. All fees are subject to GST.
- k) Except as otherwise provided for in Rule 15 Limitation of Liability, THE CARRIER SHALL NOT BE LIABLE TO ANY PASSENGER or other person for refusing to board or transport any goods of the passenger or other person or for otherwise removing such goods from the aircraft at any point in a flight; nor shall the carrier be liable to any the passengers or other person for exercising its discretion not to refuse to board or transport or remove any good on or from the aircraft.
- l) In addition to the free baggage allowance, the carrier will accept the following items as priority checked baggage without charge:
 - i) Wheel chairs with non-spillable batteries with terminals disconnected and taped.
 - ii) Mobility aids such as, but not limited to manually operated wheelchairs, scooters, walkers, crutches and canes. Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the carrier's safety Regulations and provided that they maybe accommodated.
 - iii) Strollers and Car seats

RULE10 CHARGES, FARES AND FEES:

The fees and charges applicable in respect of the services from point to point shall be no greater than those rates set out in Schedule "A" hereto, plus any fees and charges applicable in respect of any goods of a passenger that exceeds any weight or space limitations set by the Carrier in respect of each passenger, or in respect of an aircraft, as more particularly set out in baggage acceptance and live animals or any other fees set out under this Tariff, and such other fees and charges:

- a. Which the carrier is entitled to levy against a passenger or goods in accordance with the further terms of this Tariff, OR
- b. Which the carrier is entitled or required to levy by an airport authority, government department or agency or any other entity which provides services to transportation services.

Payments of all fares or fees are due and payable by a passenger 24 hours after a reservation is made or midnight (12 o'clock) Central Standard Time on the date on which the reservation is made according to the rules attached to the fare. For reservations that are cancelled, a fee of CAD \$75.00 plus GST will be charged per passenger. The fee is applicable to cancellation of whole itineraries or cancellations of one leg of the itinerary. The remaining outstanding balance will put into a credit file that will be valid for one year from the date of purchase.

RULE11 COMPASSIONATE TRAVEL:

Calm Air offers a compassionate travel discount or rebate when travel is required due to a death in the family or when a family member is in a life-threatening situation. In the case of a death in the family, you will require the name and relationship of the deceased, as well as the name, address and phone number of the doctor filing the death certificate or of the memorial/funeral home for the deceased family member. In the case of a family member in a life-threatening situation or facing imminent death, you will require the name and relationship of the patient, as well as a statement on official letterhead by the attending physician stating that the situation is life-threatening and includes the name, address and phone number of the physician or hospital.

i) Eligible Family Members

- Legal or Common-Law Spouse
- Child (including adopted and step), grand and great grandchild
- Parent (including step, in-law and common-law in-law), grandparent or great grandparent
- Sibling or sibling-in-law
- Aunt/uncle and those of spouse/common-law
- Niece/nephew
- Legal guardian and spouse

ii) Definition of Life-Threatening Situations (Imminent Death Cases)

- Patients in intensive care
- Heart attack
- Final stages of cancer – travel is permitted more than once
- Serious accidents/car accidents
- All indications are life-threatening
- Hospitalization includes admission to a hospice or other facility when recommended by a doctor and preceded by a hospital stay due to imminent death

The compassionate travel discount or rebate does not apply to illness which is not life-threatening or for the purpose of settling an estate

RULE 12 CONDITIONS OF CARRIAGE

- a) Passenger and baggage or goods will be carried within space and weight limitations of the aircraft. No passenger shall be entitled to board an aircraft of the carrier except on presentation of a valid boarding pass. Any other government regulations imposed on the carrier for carriage of passengers, will also be put in place to government regulations and standards.
- b) Carriage of persons with disabilities. The carrier will make its best effort to accommodate passengers with disabilities including their service animals or other mobility aids on the same flight; however, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and /or design limitations of the aircraft. The carrier will accept for carriage any passenger whose mental or physical condition is such as to render him/her incapable of caring for him/herself without assistance provided:
- I. He/she is accompanied by an attendant who will be responsible for caring for the passenger enroute, and
 - II. With the card of such attendant, he/she will not require assistance beyond that normally provided by the carriers employees, or
 - III. An assistance required by the passenger is outlined below:

<u>Disability</u>	<u>Assistant Required</u>	<u>Maximum No. per Flight</u>
Blind	no	no limit
Deaf	no	no limit
Blind and Deaf Person	Yes	no limit
With a mental/Intellectual Disability	Yes	no limit
Ambulatory Self-reliant	no	no limit see below
Ambulatory Non-Self-Reliant	Yes	YES see below
Non Ambulatory Non-Self-Reliant	Yes	YES see below
WCHR- Ambulatory Self-reliant		
WCHS- Ambulatory Self-reliant		
WCHP- Ambulatory Non-Self-reliant		
WCHC- Non-Ambulatory Non-Self reliant		
Maximum # of Wheelchairs assistance types on each flight for both ATR and D328 2 WCHP or 1 WCHP and 1 WCHC or 1 WCHC		

Calm Air International LP has a supply of wheelchairs and other facilities and services available to the needs of the elderly and disabled. These are available for all our passengers and are activated when notified in a timely fashion that they are required. The information given in the passenger's file may not be accurate in regards to what kind of wheelchair assistance will be required. The passenger could arrive at check in and need more assistance than what was indicated in the file. If this results in exceeding the limit, the passenger will be denied boarding and rebooked for the next available flight at no extra charge. If it is determined that the passenger is not self sufficient enough as per the guidelines, he will be denied boarding until arrangements for an escort to accompany him can be made.

- IV. Passengers may chose to buy an extra seat for comfort. A seat for comfort fare is 50% of a Y fare or the fare they are traveling on, which ever is less. This extra seat is refundable if two or more additional seats are available on the aircraft at time of departure. There are no penalties on this refundable extra seat. Payment for extra seats purchased on a credit card can be refunded upon check in if it is obvious the flight has no chance of filling up. Should it be determined that the flight possibly may fill up it may become necessary for the passenger to apply for a refund at the down line station on arrival. If paid with debit or cash the passengers' name, address and details are to be forwarded to refunds to Manager of Customer Services. Refund cheques will be mailed to the passenger.

c) Passenger with special needs will be carried by the carrier under the following conditions:

- I. Pregnant individuals past 36 weeks must consult a physician and obtain a written confirmation stating they are acceptable for travel and to ensure that the seat belt will not cause injury to the unborn child. Carrier will not carry pregnant individuals after 40 weeks.
- II. Passengers on medication must take the medication onboard with them. Passenger who may require medication during flight and are unable to administer it themselves will be required to travel with an escort. Passengers who require syringes for medical circumstances and will be transporting these items in their carry-on luggage are recommended to also bring the medication, which needs to be administered by a syringe. The medication needs to be in a container with the name of the medication and the name of either the pharmacy, which dispensed the medication, or the manufacturer of the medication.

- III. Visually impaired guests are welcome on flights with or without a service animal. Visually impaired passengers will be pre-boarded. Service animals will be carried in the cabin of the aircraft, free of charge, when properly harnessed. The animal will be required to travel at the passenger's feet and wear a harness at all times. The carrier will accept the following as evidence that the animal is a service animal: Registered certificate, Identification card and/or other written documentation from the professional training institute.
 - IV. Passengers requiring oxygen will be permitted a maximum of two (2) oxygen apparatus per passenger aboard the aircraft. A maximum of two guests requiring oxygen are permitted per flight. Passengers travelling with oxygen must have a doctor's certificate stating they are acceptable for travel. Oxygen may not be checked as luggage under any circumstances. Passengers travelling with oxygen must notify the carrier 48 hours prior to travel and have proper documentation filed. The oxygen container must be less than 5kg.
 - V. Passenger with infectious diseases may be requested to be transported and will not be refused. Special problems concerning the care of the patient inflight and protection of personnel, other passengers and the disposal of contaminated wastes must be addressed. Passengers with communicable diseases transmitted by droplet may be required to wear a surgical mask, which may only be removed while eating. NO re-usable items, such as magazines, may be offered to the passenger unless these items can be removed from the aircraft and properly disposed of after use.
- d) 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
- e) 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 carriers' 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 wilful misconduct of the carrier including accidents to, or failure of the aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of Government or public body on whatsoever grounds to grant the carrier any clearance, licence, right or other permission necessary to the performance of Carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the Carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.
- f) The carrier shall not be liable for failing to operate any flight according to schedule or for changing the schedule with or without notice to passenger. Whenever the carrier fails to operate any flight according to schedule or change the schedule of any flight, the carrier will, at the request of the passenger, transport the passenger on another of its flights on which space is available, or refund the amount of the unused portion of the ticket.

- g) Acceptance of Children less than 12 year will be accepted for travel when accompanied by a passenger whom is at least 12 years of age or over. Children whom are under 12 years of age, travelling alone, will be accepted under the following conditions:
- I. Children ages 8 to 11 inclusive will be carried unaccompanied on flights providing the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
 - II. Children ages 5, 6, and 7 will be carried unaccompanied on direct non-stop flight only providing the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party
 - III. Children under the age of 5 years will not be carried unaccompanied.
 - IV. The carrier will not assume any financial or guardian ship responsibility for unaccompanied children beyond those applicable to an adult passenger
 - V. For Children travelling unaccompanied in above paragraphs there will be a fee of \$25.00 which is collected at the time of booking.
- h) Infants under the age of 2 years will be carried free of charge when an adult is securing the infant on his/her lap. An adult travelling with an infant may, at his/her discretion, reserve an adjacent seat for the purpose of the installation of an infant restraint device that is approved for aircraft use. The charge for the seat will be the available fare at the time of booking.

RULE 13 DANGEROUS GOODS

The carrier may refuse to transport any goods which are or maybe, or otherwise prohibit the use of goods which are or maybe, in the carrier's sole opinion, dangerous or harmful to the passengers, the aircrew or the aircraft. The carrier shall refuse to transport any firearm of any description except firearms carried by officers of the law that have given the carrier written notice of said firearm, or firearms for hunting purposes only. Hunting firearms are to be accepted as checked baggage only. All firearms must be unloaded, in a locked gun case with ammunition checked in other baggage, and the passenger acknowledging this responsibility under the criminal code must sign a form. Only ammunition in Division 1.45 as defined in the IATA Dangerous Goods Regulations will be accepted for carriage

RULE 14 FARE RULES

Below in the Charts are our fares and rules. All fares are changeable, cancelable by a passenger up to two (2) hours prior to planned departure of the flight to which such fares relates, provided that , in respect of such change or cancelation the following apply:

A) Unrestricted Fares unrestricted fares offer greater availability, and flexibility no advance purchase is required and changes are permitted at no extra charge.

Y1 No restrictions. No advance purchase required. Change or cancellation fees do not apply. 100% creditable. Total refund may be requested through Calm Air.

B) Restricted Fares: These regular year-round fares offer discounts but availability of lower fares are limited. Advance purchase of 1-14 days is required. For all fares below, changes are subject to a fee of \$75+GST, plus upgrade fees if applicable. Please note that, if your change does not meet the advance purchase requirements of your original fare, an upgrade to the next available fare will be required. A cancellation fee of \$75+GST does apply. Customers who do not show up for their flight forfeit monies paid.

M1OW	1-day advance purchase required. (OW) One-way fare
H3OW	3-day advance purchase required. (OW) One-way fare
V3OW	3-day advance purchase required. (OW) One-way fare
V5OW	5-day advance purchase required. (OW) One-way fare
Q7OW	7-day advance purchase required. (OW) One-way fare
L10OW	10-day advance purchase required. One-way fare
N14SAT	14-day advance purchase required. Return travel with Saturday stay required.

C) Seat Sales Seat sales or promotional fares are limited on flights and limited time offers these fares are generally booked in a N class or a K class of service. These fares are non-refundable and non-creditable if a passenger cancels

D) General Fare Conditions

All fare can be changed without fee within 24 hours of purchase. All fares displayed or quoted are subject to change until the purchase and approval of the reservation has been received and completed by Calm Air. Fares are changeable and can be cancelled up to two hours prior to flight time and, depending on the fare being changed, may be subject to a change fee and upgrade in fare per person. Travel purchase is non-refundable and non-transferable. All monies paid to Calm Air are non-refundable but may be credited for future travel, provided the new outbound travel commences within one year from original date of purchase. Some seat sale and promotional fares may not be creditable. Missed flights are non-refundable and non-creditable.

E) All fares will be provided to passenger at their request.

RULE 15 LIMITATION OF LIABILITY –PASSENGERS

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

- d. Subject to subsection (2), the liability of the carrier in respect of loss, or damage to, baggage, whether caused directly or indirectly by the act, neglect or default of the carrier of not, is limited to the sum of \$1,200.00 per passenger.
- e. The liability of the carrier is limited to the declared value of baggage except when the passenger:
 - i. has declared the value of the baggage to be an amount exceeding \$1,200 per passenger for any one or more passengers and
 - ii. has paid an additional charge of \$1.00 per \$100.00 or fraction thereof for the excess amount.
- f. The declared value for baggage shall not exceed \$5,000.00.
- g. Delay baggage interim expenses will be a reimbursement up to \$75.00 per day up to 5 days after 24 hours from reported delay of bag.

RULE16 GROUPS or CONVENTION TRAVEL

To qualify for these fares there must be 7 or more passengers to travel.

Flight to a common destination must be booked and a non refundable, non creditable deposit of \$75.00 per passenger shall be assessed at the time of booking and payment of this deposit must be made with 7 days of the booking. Fully payment is required for all group bookings 30 days prior to departure or full payment is required at the time of booking if booking is made within 30 days of departure.

RULE 17 PASSENGER INTERFERENCE

The carrier may impose sanctions on any person who engages in or had engaged in any conduct or behaviour 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 safety, comfort or health of that person, passengers, the carrier's employees or agents, aircrew or aircraft or the safe operations of the carrier's aircraft.

RULE 18 OVERSOLD FLIGHT

When Seats are oversold on a flight, passengers will be:

1. Re-accommodated on the next available flight
2. Asked to volunteer to be re-accommodated on another flight or
3. Selected for re-accommodation based on time of check-in and identified passenger requirements (Example remarks in Special Services area, available re-accommodations)
4. Issue refund as per compensations: . They will be offered a \$100.00 cheque (issued to the actual passenger, not the payer on the file) or \$100.00 refund to their credit card on their current reservation. If no one volunteers, the amount offered would go up to \$200.00. If there is still no one to volunteer, the last passenger to check in will be the one denied boarding. A meal voucher may also need to be issued with meal amount. If over- nighting passenger hotel and meal vouchers will be issued.

RULE 19 REFUNDS

- a) All fares for carrier are non-refundable however some fares are put into a credit file. Passenger on full fare tickets can apply for a refund by writing to carrier stating that travel will not be completed by the end of that said year.
- b) If carrier does not fulfill contact with passenger due to irregular operations, carrier will refund passenger full amount of ticket at the request of passenger.

- c) If a portion of the agreed transportation has been completed, and irregular operations occur, refunds will be the difference between the rates and charges paid and the rates and charges applicable to that portion of the agreed transportation completed.

RULE 19 SCHEDULES

- a) Passengers have a right to information on flight times and schedule changes. In the event of a delay, an advanced flight departure or schedule change the carrier will make reasonable efforts to inform the passengers of delays, proposed advanced flight departures and schedule changes, and to the extent possible, the reasons for them.
- d) 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.
For schedule changes, passengers will be communicated:
 - I. Immediately via email (if available in the reservation). Passengers who do not response will be called.
 - II. By phone where an email address is not available.
 - III. The general information need on how to contact the carrier in regards to the schedule change
 - IV. That alternate arrangements or refund will be made if the new flight time is inconvenient.
- e) Carrier will communicate delays or cancellations in the best effort possible. Before arriving at the airport, if time permits or at the airport during, or after check in. Announcement of status updates will be not less than every 30 minutes or if an accurate departure time is known that will be given.
- f) Delay or cancellation information will include the reason for the delay or cancellation, the length if known, and re-accommodation options.
- g) Services provided during a controllable delay or cancellation
 - I. Meal vouchers for any posted or estimated departure delay of one hour or over a meal period
 - II. Hotel, voucher, and appropriate meal vouchers for passengers that are delayed overnight.
 - III. If passengers are on the aircraft and it is safe, practical and there is adequate time the Carrier will provide drinks and snack.
 - IV. If passengers are on board the aircraft for more than 90 minutes the Carrier will offload them and give passenger options.
 - V. Calm Air makes no guarantee to connect with any other airline
 - VI. The Carrier will transport the passenger and baggage as soon as operationally feasible; however schedule departure times show on the Carrier's website or elsewhere are not guaranteed and form no part of this contract. Schedules are subject to change with notice.
 - VII. The Carrier may, without notice, substitute alternative carriers or aircraft and, if necessary may alter or omit connection points shown in the timetable.
 - VIII. If the Carrier is not able to present a reasonable transportation option to a passenger, the Carrier will refund the amount of the fare and any taxes or fees paid by the passenger.
- f) Denied boarding compensation is given as per rule 18.
- g) Schedules can be printed from Carrier's website or sent to passenger upon request.