

CHARTER TARIFF

CONTAINING
RULES, RATES AND CHARGES
APPLICABLE
TO THE CHARTER OF AIRCRAFT
FOR THE
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

FOR

ADVANCE BOOKING CHARTERS
INCLUSIVE TOUR CHARTERS
COMMON PURPOSE CHARTERS

ISSUED DATE
October 18, 2005

ISSUED BY
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CHARTER TARIFF

CHECK SHEET

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

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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.

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

CTA(A)Canadian Transportation Agency

IATAInternational Air Transport Association

No.Number

\$Dollar(s)

(R)Denotes reductions

(A)Denotes increases

(C)Denotes changes which result in either increases or reductions

(X).....Denotes cancellation

(N)Denotes addition

CANCanadian

USG..... United States Gallon

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RULE 1. DEFINITIONS

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

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

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

- (a) one charterer, all the charterers or a combination of charterers and foreign origin charterers contract for the entire passenger seating capacity of the aircraft for hire to the public;
- (b) if the passenger seating capacity of the aircraft is at least 20 passenger seats, each charterer and each foreign origin charter contracting for passenger seats contracts for at least 20 passenger seats for hire to the public; and
- (c) if the passenger seating capacity of the aircraft is less than 20 passenger seats, one charterer charters the entire passenger seating capacity of the aircraft for hire to the public.

"Baggage" which is equivalent to luggage means 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 passenger trip. 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.

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"Carrier" means "Sunwing Airline"

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

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

- (a) to and from a CPC event, or
- (b) in connection with a CPC educational program.

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

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

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

- (a) is of apparent and considerable significance unrelated to the general interest inherent in travel, and
- (b) is not being created or organized for the primary purpose of generating charter air traffic.

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

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"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.

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

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

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

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

- (a) transportation,
- (b) accommodation, and
- (c) where applicable, tour features.

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

"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.

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

"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 the total one-way mileage from the point of outbound destination to the point of origin via any point of layover or stopover.

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

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

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

"Transportation", in respect of an inclusive tour, means the transport of the tour participants and their personal baggage by air or other modes between

- (a) all points in the tour itinerary, and
- (b) airports or surface terminals and the location where accommodation is provided in the tour itinerary other than the point of origin.

"United States or America" / "United States"/ "US/USA" means the area comprised of the 48 contiguous federated states; The Federal District of Colombia; Alaska; Hawaii; Puerto Rico; The Virgin Islands; Samoa; The Canal Zone; Canton; Guam; Midway and Wake Islands

"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.

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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.

RULE 3. CURRENCY

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.

RULE 4. CHARTER AND FERRY MILEAGE DETERMINATION

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

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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:

- (a) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual, published by the International Air Transport Association;
- (c) Jeppesen Airway Manual, published by Jeppesen & Co. GmbH, Frankfurt, Germany;
- (d) Book of Official C.A.B. Airline Route Maps and Airport Mileages, revisions thereto, and reissues thereof, published by Airline Tariff Publishing Company;
- (e) And/or combination thereof.

RULE 5. COMPUTATION OF CHARGES (*Not applicable to transportation between Canada and the United States*)

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

- (a) (Applicable to Entity Charters only)
 - (i) 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 the 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; plus
 - (ii) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in the Table 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 ferry flight shall not be lower than the minimum charge per ferry flight shown in the Table of Charges.

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- (b) (Not applicable to Entity Charters)
- (i) An amount obtained by multiplying the distance of the charter flight(s), determined in accordance with Rule 4 herein, times the applicable charter rate per seat mile shown in the Table of Charges, the result of which is multiplied by the total passenger seating capacity of the chartered aircraft; plus
- (ii) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein, times the applicable ferry rate per seat mile shown in the Table of Charges, the result of which is multiplied by the total passenger seating capacity of the chartered aircraft.
- (c) Fuel consumed in the performance of a charter shall be charged to the charterer in the amount by which the cost per liter to the carrier in Canadian currency exceeds *(USD 1.15 / USG or CAD 0.365 cents/ Litre)*
- (d) 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.
- (e) (Applicable to Entity Charters only)
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.
- (f) Baggage and/or excess Valuation charges, if any, in accordance with Rule 10.
- (g) 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 live away from the place at which they are normally based for a period in excess of four (4) hours.
- (h) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.
- (i) The actual cost of any special or accessorial services performed or provided at the request of the charterer.

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- (j) Any cost or expense for Customs and Immigration services incurred by the carrier in the performance of the charter contract.
- (k) Any cost or expense for overflight charges and/or navigation service charges assessed by any governmental and/or aeronautical authority and/or charging authority (Nav Canada) whose airspace is being used, in transit to reach a further destination, and incurred by the carrier in the performance of the charter contract.
- (l) Any cost or expense related to payments to be incurred in US currency as they relate to the fluctuating Canadian dollar exchange rate in effect and applicable at the time of signing the charter contract.

RULE 6. CONDITIONS OF CARRIAGE

- (a) The charterer shall enter into a contract with the carrier pursuant to this tariff setting forth the dates of carriage, the places of origin and destination, any agreed stopping places, the number of seats of the aircraft to be provided, the type of aircraft, the charter price and terms of payment, allowable baggage, the cargo capacity available in space and/or weight and such other particulars as may be determined by the charterer and the carrier.

(b) Transportation of Passengers with Disabilities:

(i) Definitions

A passenger whose physical, medical or mental health condition requires individual attention on enplaning, deplaning, during flight in an emergency evacuation or during ground handling which is normally not extended to other passengers.

- a) "**Ambulatory**" - a person who is able to move within the aircraft unassisted.
- b) "**Non-Ambulatory**" - a person who is not able to move within the aircraft unassisted
- c) "**Self-Reliant**" - a person who is independent , self sufficient and capable of taking care of all physical needs during the flight, and who requires no special or unusual onboard attention beyond that afforded to the general public, except that assistance in boarding and deplaning may be required.

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- d) "**Non-self Reliant**" means a person who is incapable of self-care during flight.
- e) "**Determination of Self - Reliance**" – the carrier will accept the disabled person's determination as to self-reliance.
- f) "**Assistant (Personal Attendant)**" - a person who is physically capable of providing assistance of a personal nature (i.e using the washroom, eating, taking medication.) to the person during flight.
- g) "**Wheelchair - Athlete**" - non-ambulatory person with upper body and arm development such as to make him/her physically capable of egressing an aircraft in an emergency with minimal assistance, and who is a member of a bonafide sports organization.
- h) "**Service animal**" - means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.
- (ii) **Acceptance of a passenger with a disability**
- (A) Sunwing will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a carrier of his self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees.
- (B) Sunwing will refuse to transport or will remove at any point, any passenger whose mental or physical condition is such as to render him incapable of caring for himself/herself without assistance, unless:

- i) He/she is accompanied by an attendant who will be responsible for caring for him enroute, and ;
- ii) with the care of such attendant, he/she will not require unreasonable attention or assistance from employees of Sunwing.
- (C) Passengers with a disability will be accepted for transportation as outlined below:

<u>Disability</u>	<u>Assistant Required</u>	<u>Maximum Per Flt.</u>
Mental health disability/self-reliant	No	No Limit
Mental health disability /non self-reliant	Yes	No Limit
Blind	No	No Limit
Deaf	No	No Limit
Blind and Deaf /Self-reliant	No	No Limit
Blind and Deaf /Non Self-reliant	Yes	No Limit
Intellectual /Self-reliant	No	No Limit
Intellectual /Non-self-reliant	Yes	No Limit
Passenger requiring wheelchair:		
- Ambulatory/Self-reliant	No	No Limit
- Ambulatory/Non-self-reliant	Yes	No Limit
- Non-ambulatory/Self-reliant	No	No limit
- Non-ambulatory/Non-self-reliant	Yes	No limit

Note 1 : Seating will be in accordance with transport Canada/F.A.A. Guidelines.

Note 2 : The number of disabled passengers and the number of attendants normally Permitted may be altered in the case of athletes with disability attending their sporting events.

(iii) Medical Clearance

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

(iv) Seating restrictions

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows.

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(v) Reservations/Check-in requirements

Reservation should be made at least 24 hours in advance of travel, and the charterer shall be responsible for advising Sunwing as to the nature of the disability and the assistance that will be required. However every effort will be made to accommodate passenger's request who fail to make their reservation 24 hours in advance.

(vi) Acceptance of Mobility Aids

Sunwing will accept in addition to the regular free baggage allowance, the following items as priority checked baggage without charge and which will be stowed in the Baggage Compartment of the aircraft:

- (a)** Manually operated wheelchairs, walkers & canes.
- (b)** Scooters or wheelchairs with non-spillable batteries (with terminals disconnected and taped) will be accepted and transported by Sunwing according to Dangerous Goods Regulations.
- (c)** Scooters or wheelchairs with spillable wet cell batteries will not accepted on Sunwing flights.
- (d)** Mobility aids such as, but not limited to manually operated wheelchairs, walkers, crutches and canes.
- (e)** If a mobility aid is damaged or lost, the carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.
- (f)** Walkers, Crutches and canes may be retained in the passengers custody provided they are stowed in accordance with the carrier's safety regulation.

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(vii) Service Animals trained to lead the blind and or assist the deaf

Sunwing accepts for transportation, without charge a properly harnessed service animal certified as having been trained by a professional service animal institution to lead a passenger with a visual impairment, and/or assist passenger with a hearing impairment, who is dependent upon such a service animal. The service animal will be permitted to accompany such passenger into the cabin, but will not be permitted to occupy a seat. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where he/she and the service animal will be seated. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

(viii) Refusal to transport

Sunwing is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule.

- (a) 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 fulfillment 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.

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- (b) The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized.
- (c) Any space not utilized by the charterer may, with the written concurrence of the charterer, be used by the carrier for the transportation of the carrier's own personnel or cargo or for employees of another air carrier travelling pursuant to a pass interchange agreement.
- (d) 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.
- (e) The charterer, passengers and all shippers shall fully comply with all of the terms and conditions, rules, regulations and practices required by the charter contract including the tariff to be complied with by the charterer, passengers and shippers. Failing such compliance the carrier shall be entitled to cancel the charter contract and the charterer and the charterer shall pay a cancellation charge pursuant to Rule 13.
- (f) **Acceptance of children and Young passengers:**
 - (i) (C) Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 16 years of age.
 - (ii) (C) Children of ages between 5 to 11years will be accepted as Unaccompanied Minors (UM).
 - (iii) A request for unaccompanied minor (UMNR) has to be made directly with Sunwing Reservations at least 12 hours prior to the schedule time of departure of the concerned flight.

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- (v) Unaccompanied Minors will be carried on direct flights only.
- (vi) The child is brought to the airport check-in by a parent or a responsible adult who must present positive photo-identification.
- (vii) The child has satisfactory evidence establishing his/her age on the date of commencement of travel.
- (viii) The child possesses written information showing the name and address of the responsible adult meeting the child at destination.
- (ix) The child is in possession of all proper identification/documentation required for entry in destination.
- (x) The Unaccompanied Minor form/ paperwork is verifiably complete and signed by the parent/accompanying adult.
- (xi) 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.
- (xii) Unaccompanied children will not be accepted for carriage if the travel includes a connection from another Sunwing flight or any other carrier.
- (xiii) After check-in, the parent/guardian who has brought the child to the airport will retain custody of the child until an hour before the departure of the flight, after which the carrier will take responsibility of the unaccompanied child.
- (xiv) (C) The parent/guardian of the unaccompanied child must remain at the airport until 30 minutes after the flight has departed; in the event of a flight delay or cancellation, the parent/guardian will take charge of the child.
- (xv) Should any other person, other than the one authorized as per the completed forms, attempt to receive the unaccompanied child, the drop-off parent/guardian must provide authorization to do so.
- (xvi) If the person authorized to receive the unaccompanied child, as per the completed forms, is not available at the time of arrival and/or within a reasonable amount of time, the carrier will take necessary action as it deems reasonable.

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- (xvii)** On international flights a child travelling alone must have their own passport and visas. A parent's passport in which they are listed cannot be used. Some countries also have specific limitations regarding the expiry date and other features of the passport. Additionally, some countries require special documentation, such as a notarized letter stating the child has permission to fly alone.
- (xviii)** The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.
- (xix)** (C) An Infant is a passenger aged up to 23 months inclusive, when accompanied on the same flight and in the same compartment by a passenger at least 16 years of age. An infant will be lap held unless a seat has been purchased. If the infant completes the age of 2 years after the outbound travel but before completing the return portion of the travel, then a seat must be purchased for the child on those sectors to be traveled after reaching 2 years of age. Only one infant will be permitted to accompany a passenger 16 years or older at any given time.
- (xx)** Sunwing Airline does not provide bassinets on board due to aircraft limitations.
- (xxi)** The carrier reserves the right to refuse transportation to the child and accompanying adult if a seat has not been purchased for the child and the carrier does not assume any liability for any consequence thereof.
- (g)** Passengers and baggage are subject to inspection with electronic surveillance equipment with the consent and knowledge of the passenger.
- (h)** It shall be the sole responsibility of the charterer to ensure that all passengers comply with all government travel requirements of Canada and of any and all countries to be visited, such as : without in any way limiting the generality of the foregoing passport, health, entry and exit documents and currency requirements and the Charterer shall indemnify and save harmless the carrier from and against any and all loss, costs, claims or demands and expense which it may suffer ,or incur by reason of any failure to so comply.
- (i)** It shall be the responsibility of the charterer to ensure that passengers and baggage are ready for embarkation at the place and time indicated in the said schedules. In the event that loading has not been completed within the maximum time allowed, the carrier may cancel the flight without recourse for damages or expenses which may be suffered by the charterer.

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- (j) A charterer shall not wholly or partially assign or sub-contract an agreement without first obtaining the written consent of the carrier. In the event that the carrier consents to an assignment or sub-contract, Charterer shall remain liable as a surety to the carrier for the full performance of all obligations under an Agreement.
- (k) In the event of any conflict or dispute pertaining to a charter contract, the carrier's tariff, filed with the CTA will be the final authority.
- (l) **Refusal and Limitation of Carriage.**

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage on our flights, provided that we have previously notified you in writing. We may also refuse to carry you or your Baggage if one of the following has occurred, or we have reason to believe will occur:

- (i) Such action is necessary in order to comply with any applicable national or international regulations; or to comply with any government request for emergency transportation in connection with national defence, or wherever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitations: acts of God, force Majeure, strikes, civil commotion, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- (ii) When the passenger refuses on request to produce positive identification.
- (iii) When a passenger is to travel across any international boundary, if:
 - (a) the travel documents of such passengers are not in order; or
 - (b) for any reason, such passenger's embarkation from, transit through, or entry into any country from, through, or to which such passenger desires transportation would be unlawful; or
 - (c) such passenger fails or refuses to comply with the rules and regulations of the carrier; or
 - (d) you do not appear to have valid travel documents and may seek to enter a country which you are only entitled to transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew – against receipt – when so requested;
- (iv) The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew; or

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- (v) The passengers mental or physical condition, including impairment by alcohol or drugs (except a medical patient under proper care), presents a hazard or risk to yourself, to passengers, to crew or to property; or
- (vi) The person's conduct, or condition is or has been known to be verbally or physically abusive, offensive, threatening, intimidating, violent or otherwise disorderly and in the reasonable judgement of a carrier employee there is a possibility that such passenger(s) would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of his duties aboard carrier's aircraft , or otherwise jeopardize safe and adequate flight operations; or
- (vii) The person fails to observe the instructions of the carrier and its employees, including instructions to cease prohibited conduct; or
- (viii) The person is unable/unwilling to sit in the seat with the seatbelt fastened; or
- (ix) The person smokes or attempts to smoke in the aircraft; or
- (x) The person uses or continues to use a cellular phone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew; or
- (xi) The person is wearing or has on or about their person concealed or unconcealed deadly or dangerous weapons, provided, however , that carrier will carry passengers who meet the qualification and conditions established in F.A.R 108.00; or
- (xii) The person is manacled and in the custody of law enforcement personnel; or
- (xiii) The person has resisted or may reasonably be believed to be capable of resisting escorts; or
- (xiv) The passengers mental or physical condition is such as to render him /her incapable or caring himself/herself without assistance or medical treatment enroute unless:
 - (a) He/She is accompanied by a ticketed attendant who will be responsible for caring for him/her enroute; and
 - (b) With the care of such attendant he/she will not require unreasonable attention or assistance from carrier personnel.
- (xv) The passenger appears to have an obvious contagious disease; or has an offensive odour (for example, such as from a draining wound)
- (xvi) You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated; or
- (xvii) You have refused to submit to a security check; or

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- (xviii) You have not paid the applicable fare, taxes, fees or charges; or
- (xix) You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported lost or stolen or you cannot prove that you are the person named in the Ticket; or
- (xx) You fail to observe our instructions with respect to safety and security or other instructions.

(m) **Sanctions**

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

- (i) Removal of the passenger at any point;
- (ii) The carrier may stipulate that the passenger is to follow certain probationary conditions such as to not engage in prohibited conduct, in order for the carrier to provide transport to said passenger. Such probationary conditions may be imposed for any length of time, which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger's continued compliance with the prohibition of certain conduct;
- (iii) Refuse to transport the passenger. The length of such refusals to transport may range from a one-time or other specified number to an indefinite lifetime ban. The length of the refusal period will be in the carriers reasonable discretion, and will be for a period commensurate with the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of the other passengers, crew or the aircraft or to the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard ; or safe and adequate flight operations.

(n) **The following conduct is likely to result in an indefinite ban, up to lifetime ban:**

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

- (iv) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (m) above.

These remedies are without prejudice to a carrier's other rights and recourses, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the carrier's tariffs.

(o) **Recourse of the Passenger and Limitation of Liability**

Where the person is subject to probationary conditions imposed by the carrier or where a person has been refused carriage on a one-time or other specified basis or is subject to an indefinite or lifetime ban, the person may provide to the carrier, in writing the reasons the carrier should remove the sanction. Carrier will respond to the passenger within a reasonable period of time with carrier's assessment as to the need or not to continue applying the sanction(s). Carrier shall not be liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the preceding paragraphs of this rule.

(p) **Check-in Requirement**

Check-in counters are open 3 hours prior to the schedule departure, and will close 60 minutes before schedule departure. Passenger(s) arriving for Check-in after 60 minutes prior to the scheduled departure will not be accepted for travel.

After passenger(s) have checked in for their flight, they should be available at the gate not later than 30 minutes prior to the scheduled departure for boarding the aircraft. Passengers who arrive at the boarding gate after the gate has closed will not be accepted for travel

Passenger(s) who arrive later than the recommended times for Check-in or at the boarding gate will not be eligible for any denied boarding compensation.

RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS

- (a) All baggage or goods presented for transportation is/are subject to inspection by the carrier and must be identified externally and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Carrier shall have the right to refuse carrying baggage and restrict the weight, size and character of the said baggage, whether used or new, if it is not suitably packaged/or is damaged to the extent such as to render it unable to withstand ordinary handling and unsuitable for air transportation.
- (b) Check-in baggage will be carried without payment or additional charges under the following conditions:
- (i) A maximum of two (2) pieces per fare paying passenger.
 - (ii) The combined weight of the two (2) pieces of baggage will not exceed 20 kilos except when a higher weight is stipulated on the ticket.
 - (iii) The total dimensions of the checked baggage (length+width+height) will not exceed 158 cms (62 Inches), and the second piece 139 cms (35 Inches).

Excess fees as contained in Rule (7i) will be charged for any kilos above the free weight allowance.

- (iv) In case of any passenger who checks in baggage weighing more than the free baggage allowance, excess baggage charges as contained in Rule (7i) will apply for every kilo over the free baggage allowance weight.
 - (iv) Notwithstanding Rule 7(b) (iv) the carrier reserves the right to refuse to carry any piece of baggage that exceeds the weight of 32 kilos and/or the dimensions as mentioned in 7(b).
- (c) One piece of baggage equivalent to hand baggage may be carried onboard the aircraft by the passenger not weighing more than 5kgs and provided that the dimensions do not exceed 9 inches x 16 inches x 20 inches and is convenient to be stowed in the passenger compartment of the aircraft.

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- (d) Baggage shall not be carried when such baggage is likely to endanger aircraft, persons or property, or if the carriage would violate the laws, orders or regulations of countries to be flown from, into or over.
- (e) Carrier shall have the right to restrict the weight, size and character of baggage, and shall refuse to carry baggage, with the following articles unless prior arrangements have been made with the carrier and such articles will be subject to carriage under a waiver of liability as evidenced by a Limited Release Tag affixed to the article at the time of check-in. Baggage with any of the articles listed below shall be carried at the discretion of the carrier
- (i) Firearms,
 - (ii) explosives, ammunitions, corrosives, flammables, or otherwise dangerous materials,
 - (iii) electronic or motorized equipment,
 - (iv) musical instruments,
 - (v) objects of art,
 - (vi) Pets, dogs, cats, and birds will not be carried onboard or in the cargo compartment of Sunwing flights, with the exception of service animals for passengers with disabilities.
 - (vii) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.
- (f) At the charterer's request and with the carrier's agreement bulk baggage may be received onboard as a convenience to the charterer and its passengers.
- (g) The following items will be considered as one piece of baggage included in the allowance and will be subject to a limited liability evidenced by a Limited Release Tag affixed to the article at the time of check-in:
- (i) One sleeping bag or bed roll, baby accessories (strollers, playpens, car seats)
 - (ii) One rucksack/knapsack/backpack
 - (iii) One duffel type bag
- (h) (N) The following articles are not allowed in the baggage allowance and shall not be accepted unless prior arrangements have been made with the carrier and the appropriate charges have been collected. Carrier reserves the right to limit the number of such special articles that they may be carried in the belly hold of its aircraft and to charge for the same as indicated below:
- (i) Golf Clubs (Regular size Golf bag, incl. 14 clubs, 12 golf balls, 1 pair of shoes)
Accepted as a courtesy (*)
 - (ii) Scuba Equipment (Empty Tank, mask, weight belt, fins.) **Accepted as a courtesy (*)**

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(iii) Skis : Accepted as a courtesy (*)

(iv) Musical Instruments (Not to Exceed 9" x 16" x 20"): Accepted as a courtesy (*)

(*) Limited to one item per person up to 10kgs free of charge, above 10kgs will be charged as per charged as per j (i) below

(v) Bicycles: 1 per person, Maximum weight 20kgs - **Charge CAD \$ 30.00 ****

(vi) Kayak: 1 per person, - **Charge CAD \$ 100** each way, if roundtrip
Charge CAD \$ 200 to be paid at the point of origin.

Note: Above charges are for Kayak only, it does not include Helmets,
Paddles, life preservers and related equipment.

(vii) Surfboards: 1 per person, - **Charge CAD \$ 100** each way, if roundtrip
Charge CAD \$ 200 to be paid at the point of origin

Note: Maximum length of Surfboard not to exceed 12 feet.

(viii) Windsurfing Equipment: 1 per person, - **Charge CAD \$ 100** each way if,
roundtrip **Charge CAD \$ 200** to be paid at the point of origin.

Note: Windsurfing Equipment to consist of 1 Windsurf board, 1 Mast boom
and/ or Sail

(i) Carrier may refuse to carry baggage or property for transportation on any flight other than the one on which the passenger is being transported.

(j) Charges for excess baggage weight

Any baggage in excess of the free baggage allowance will be subject to a charge as follows:

(i) CAD 20.00 per kilo when check-in is completed in Canada

(ii) USD 20.00 per kilo when check-in is completed in any country other than Canada

RULE 8. 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.

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RULE 9. LIMITATION OF LIABILITY - PASSENGERS***For travel governed by the Montreal Convention***

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

For travel governed by the Warsaw Convention

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, (except international transportation subject to the Montreal Agreement of 1966, which agreement, according to the contract of carriage includes a point in the United States of American as a point of origin, point of destination or agreed stopping place), agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost. Nevertheless, if the Carrier proves that the damage was caused by, or contributed to by the negligence of the injured or deceased passenger, the Carrier may be exonerated in whole or in part from its liability in accordance with the applicable law.

For travel governed by either the Montreal Convention or the Warsaw Convention

Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger. Furthermore, nothing herein shall imply that the Carrier is the sole party liable to pay damages or shall restrict the rights of the Carrier to seek contribution or indemnity from any other party in accordance with applicable law.

RULE 10. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS AND EXCESS VALUATION CHARGES**(a) For travel governed by the Montreal Convention**

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

(b) **For travel governed by the Warsaw Convention**

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

As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

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

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

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the *Carriage by Air Act*, R.S., 1985, c. C-26. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- (1) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (2) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier

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is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5000 francs convert to approximately CAD \$660. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

For travel governed by either the Montreal Convention or the Warsaw Convention

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

- The amount of the carrier's liability calculated in accordance with the parts of this rule set out above shall be referred to as "basic carrier liability";
 - No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
 - For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD 0.50 cents for each CAD \$100.00 or fraction thereof.
- (i) Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- (ii) In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 30 days from the date the baggage should have been delivered. The passenger must notify the carrier immediately upon arrival in the case of missing checked-in baggage. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

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- (iii) **C** All baggage must be suitably identified externally and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Fragile or perishable articles, including medication or medical devices, money, jewelry, silverware, laptop computers, personal audio/video devices, negotiable documents, securities, samples of business documents or other valuables (other than articles of clothing) shall not be accepted as checked baggage. Any such items declared or found in checked baggage are subject to removal prior to the baggage in question being accepted for carriage by the Carrier.

The Carrier shall not be liable for damage to fragile, valuable or perishable items where such damage is the result of the inherent defect, quality or vice of the item in question. Unsuitably or inadequately packed items will be accepted at the Carrier's discretion and, where accepted a limited release tag will be issued recording all the baggage deficiencies of such checked baggage, compensation may be denied as a result of the afore-mentioned factors. The Carrier assumes liability for the delay in delivery of any perishable items accepted as checked baggage in the event it has failed to take all reasonable measures to avoid such delay.

- (iv) No claim shall be eligible under this Rule unless the person presents a valid baggage tag issued by the Carrier for the lost, damaged or delayed bag.
- (v) **C** Notwithstanding paragraphs a) & b) of this rule, in the case of damaged baggage, the carrier's liability shall be limited to repairing the damaged bag, paying the cost of the repair, if such were pre-approved by the Carrier on the basis of an estimate or replacing the bag if it is not repairable.
- (vi) In the case of unclaimed baggage which cannot be identified, the carrier will hold the baggage and items therein for up to 30 days, subsequent to which it will dispose of the bag and its contents as it sees fit. If the baggage can be identified by a name, address, telephone number, the Carrier will make reasonable efforts to inform the passenger that his/her bag is in the possession of the Carrier and that he/she should make arrangements at his/her own cost and expense for collecting the said baggage within 30 days after which time the Carrier will dispose of the bag and its contents as it sees fit.

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- (vii) In the event of loss or partial loss the passenger must submit receipts when filing a claim. The Carrier may disallow any and all claims when the passenger fails to provide proof of loss in the form of receipts of purchase.

RULE 11. 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.

RULE 12. 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) After the charter contract has been signed by the charterer and accepted by the carrier, payment of the charter price and other charges shall be made in accordance with the following:

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- (i) All airport taxes and other taxes applicable to the complete capacity contracted
- (ii) by the charterer will be paid by the charterer to the carrier 7 days after the departure of each return flight. The carrier shall refund to the charterer all taxes that may have been overpaid.

Note:

For the purpose of definition, the word "series" as it relates to this rule means all charter contracts outstanding, at any point in time, entered into between the Charterer and the Carrier.

RULE 13. CANCELLATION CHARGES *(Not applicable to transportation between Canada and the United States)*

(Fill in provisions for cancellation.)

RULE 14. TICKETS

- (i) Carriage will be provided only to the person named in the ticket or E-ticket (Electronic Ticket), passenger will be required to produce appropriate identification at any time.
- (ii) The tickets are not transferable and the carrier shall not be required to honor any ticket & or e-ticket or provide any transportation where such ticket &/or e-ticket is presented by someone other than the person entitled to be transported thereunder.
- (iii) Tickets &/or e-tickets are valid for carriage only on the flights and dates shown thereon and are not refundable by the carrier to the passenger, except as provided by applicable fare conditions.

Coupon Sequence and Use

- (i) The Ticket/E-ticket purchased is valid only for transportation as shown on the Ticket &/or e-ticket, from the place of departure via any Agreed Stopping places to the final destination. The Ticket will not be honoured and will lose its validity if all coupons are not used in the sequence provided for in the ticket

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CHARTER TARIFF

- (ii) Please be advised that in the event that you do not appear (on time) for a flight you have booked without advising us in advance, we may cancel your return reservations.

RULE 15. PASSENGER RE-ROUTING

NONE

RULE 16. DENIED BOARDING COMPENSATION

NONE

RULE 17. GROUND TRANSPORTATION

The tolls published in this tariff do not include ground transportation. The carrier does not maintain, operate or provide ground transportation between airports or between airports and city centers. Any such services are performed by independent contractors who are not and shall not be deemed to be the agents or employees of the carrier. The carrier shall not be liable for the acts or omissions of such independent contractors or anything done by an employee, agent or a representative of the carrier in making arrangements for such ground transportation. The costs of ground transportation shall be payable by the charterer.

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*(Please note that as per the most recent **Canada/United States** Bilateral Agreement, carriers who operate in this market are no longer required to file fares, rates and charges with the Canadian Transportation Agency. However, a copy of these fares, rates and charges must be kept available for public inspection at the business office location.)*

Table B

RATES AND CHARGES FOR
(ABC/ITC)
(in Canadian Currency)

Area of Applicability: Caribbean / C.America / South America / N. America

Period of Applicability: Nov 17 2005 to October 31, 2006

<u>Aircraft Type</u>	<u>Seating Configuration</u>	<u>Rate per Hour</u>	
		<u>Charter</u>	<u>Ferry</u>
737-800	189Y	CAD 6426.00	CAD 6040.00

Table C**FUEL SURCHARGES**

(in Canadian Currency)

<u>Aircraft Type</u>	<u>Rate per Mile (Entity Only)</u>	<u>Rate per Seat Mile (except Entity)</u>
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(Note: This table is only required if fuel surcharge option is selected in Rule 5(c). Periods of applicability and area differentiation may also be used.)

Table D**LAYOVER CHARGES**

(in Canadian Currency)

<u>Aircraft Type</u>	<u>Free Waiting Time</u>	<u>Rate per Hour</u>	<u>Maximum Charge per Day or Fraction Thereof</u>
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(Note: Layover Charges may be differentiated by charter type.)

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