

**DOMESTIC TARIFF**

*Provisions for aircraft with up to 29 passenger seats*

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE

BETWEEN POINTS IN CANADA

**Issued by**

*Inland Air Charters LTD*

*Prince Rupert, B.C*

*V8J 3R5*

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

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**CHECK SHEET**

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

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**Rule 1. DEFINITIONS**

**“Baggage”** Luggage or articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight.

**“Canada”** The ten provinces of Canada, the Yukon Territory, the districts and Islands comprising the Northwest Territories of Canada and Nunavut.

**“Carrier”** Inland Air Charters Ltd

**“Live Flight”** The movement of an aircraft with payload from the point of take-off to the first point of landing thereafter.

**“Charterer”** A person, firm, corporation, association, partnership or other legal entity who contracts for the transportation of passengers and baggage or goods and/or property from a specified origin to a specified destination, for a particular itinerary agreed upon in advance.

**“Destination”** The point to which the passengers or goods to be transported on a flight are bound.

**“Ferry Flight”** The movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

**“Goods”** Anything which can be transported by air, including animals.

**“Origin”** The point from which a flight commences with payload to be transported.

**“Passenger”** A person, other than a member of the air crew who uses the air carrier’s domestic service by boarding the air carrier’s aircraft pursuant to a valid contract.

**“Traffic”** Any passengers or goods that are transported by air.

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**RULE 2. APPLICATION OF TARIFF**

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft of Inland Air charters Ltd.
- (2) 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 Inland Air Charters Ltd, is executed by the charterer and Inland Air Charters Ltd.
- (3) 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 the air transportation contract.
- (4) The contents of this tariff shall form part of the air transport contract between Inland Air Charters Ltd and the charterer and 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 calculated on the date of signing the air transportation contract.

**RULE 4. MILEAGE DETERMINATION**

N/A Refer to Rule 5

**RULE 5. COMPUTATION OF CHARGES**

The total price payable by the charterer for the use of the aircraft shall be the following:

- (1) The rate per hour or, fraction thereof of the flight(s) multiplied by the applicable rate per hour shown in Table B, provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table B.

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- (2) An amount obtained by multiplying the applicable ferry rate per hour shown in Table B, provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table B.
- (3) Point to point rates as published in Table A
- (4) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.00
- (5) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
  - (a) Loading/unloading the aircraft
  - (b) Charges for goods carried outside the aircraft
  - (c) All charges or expenses incurred by Inland Air charters Ltd to cover the cost of accommodation, meals and ground transportation for air crew whenever the nature of the service to be provided requires said air crew to live away from base.
  - (d) Charges for storage
  - (e) The actual cost of any special or accessorial services performed or provided on request.
  - (f) The actual cost of all passenger and/or goods handling charges incurred by Inland Air Charters at an airport/dock other than Inland Air Charter's base.
- (6) Layover charges as set forth in Table C will be assessed for holding the aircraft on request at any point on the route in excess of 30 minutes.
- (7) Landing charges as per Table C
- (8) Taxiing charges, when applicable, for the time required to transport passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour shown in Table B.
- (9) Docking fees and/or port/passenger fees.

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**RULE 6. CONDITIONS OF CARRIAGE**(A) Acceptance of Children

- (1) 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 12 years of age.
- (2) 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 their 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 the 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 said party.
- (3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

(B) Exemption from Liability

Subject to the limits of liability contained in this tariff, Inland Air charters Ltd will be exempted from liability due to any failure to perform any of its obligations under the charter agreement arising from:

- (1) Labour disputes or strikes, whether of Inland Air Charters Ltd employees or of others upon whom Inland Air Charters Ltd relies for the fulfillment of the flight agreement, and;
- (2) “Force Majeure” or any other causes not attributable to the willful 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 a government of public body, on whatever grounds, to grant the carrier any clearance, licence, right or other permission necessary for the performance of the carrier’s operation is deemed to be included in the term “force majeure”. Provided, always, that in the event of such failure, Inland Air Charters Ltd will use its best efforts to fulfil its obligations, including the provision of alternate means of transport.

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(C) Medical clearance

Inland Air Charters Ltd reserves the right to require a medical clearance from medical authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant women, unborn children).

(D) Refusal to Transport

(1) Inland Air charters Ltd will refuse passage to any person when:

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

(2) Inland Air charters Ltd will refuse to transport or will remove at any point, any passenger whose actions or inactions prove that their mental or physical condition is such as to render them incapable of caring for themselves without assistance unless they are accompanied by an attendant who will be responsible for caring for them enroute and, with the care of such an attendant, they will not require assistance from employees beyond that which is normally provided by Inland Air Charters Ltd.

(E) Space and weight Limitations

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

(F) Schedules/Delays

Inland Air Charters Ltd shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets or elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.

(1) Where delays or cancellations are due to unforeseen safety reasons or due to circumstances beyond the control of Inland Air Charters Ltd, no compensation or refund shall automatically apply.

Passengers shall be booked on the next available flight.

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- (2) Where delay or cancellation is by direct fault or within the control of Inland Air Charters Ltd;
  - (a) The required minimum standards of care shall be adhered to including food, drink and accommodation if necessary.
  - (b) Alternative means of travel shall be arranged or refund given.
  - (c) Compensation shall be given for inconvenience.
  - (d) Consistent communication on key information shall be provided.

## **RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES**

### **(A) Acceptance for Carriage**

Inland Air Charters Ltd will make every effort to accommodate a person with a disability and will not refuse to transport a person based solely on their disability. In the event of a refusal, a written explanation will be offered to the person for the decision to refuse carriage within 10 calendar days of the refusal.

### **(B) Acceptance of Declaration of Self-Reliance**

Except for safety related matters governed by Transport Canada, Inland Air charters Ltd will accept the determination made by or on behalf of a person with a disability that the person is self-reliant and does not require the services of a personal nature during a flight, such as assistance with eating, personal hygiene or taking medication.

### **(C) Acceptance of mobility Aids**

- (1) Inland Air Charters Ltd will carry as priority baggage, in the cabin where possible, the following mobility aids:
  - (a) A wheelchair (except when aircraft design does not permit carriage)
  - (b) A walker, cane or braces

- (c) A device to facilitate communication; and/or
- (d) Any prosthesis or small medical device

Where possible, Inland Air Charters Ltd will allow persons with disabilities to retain any items outlined above at their seat.

- (2) Where aircraft design does not permit the carriage of the aid, Inland air Charters Ltd will advise the passenger of alternative transportation arrangements that they may make to transport the aid, or to travel with the aid.
- (3) Providing the aircraft can carry the aid, it shall be:
  - (a) Disassembled and packaged where necessary for transportation and reassembled upon arrival.
  - (b) Returned promptly to the passenger on arrival.
- (4) Where facilities, ramp, dock and weather conditions permit, Inland Air Charters Ltd will allow a manually operated wheelchair to be used to reach the dock and ramp/steps to the aircraft.
- (5) Inland Air Charters Ltd reserves the right to refuse passengers who are unable to access the dock and/or aircraft without physical assistance due to safety concerns regarding ramp and dock facilities which vary due to weather and tide factors.

(D) Acceptance of Service Animals

Inland Air Charters Ltd will accept for transportation, a service animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. Service animals will be permitted to accompany the person with a disability on board and to remain on the floor at the passenger's seat or, where there is insufficient floor space at the passenger's seat, to remain on the floor in an area where the person can still exercise control over the animal. Inland Air Charters Ltd will avoid separating persons with disabilities from their service animal.

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(E) Accessible Seating

Individuals with a disability will be provided with the most accessible seat on the aircraft, provided the seating arrangement does not jeopardise the timely operation or accessibility of aircraft emergency exits.

(F) Services to be Provided

At the time of reservation, when a person identifies themselves as a person with a disability Inland Air Charters Ltd shall:

- (1) Describe the type of equipment and services available to accommodate persons with disabilities
- (2) Discuss both the level of accessibility and the limitations of the aircraft, the ramp, the facilities and the availability of boarding equipment to accommodate that's person's disability related needs.

(G) Liability of Inland Air Charters Ltd Regarding Mobility Aids

Where Inland Air Charters Ltd has transported a person's mobility aid and the aid is damaged during flight or is unavailable at the destination, Inland Air Charters Ltd shall:

- (1) Provide the person with a suitable replacement aid.
- (2) Where an aid cannot promptly be provided, assisting in finding a suitable replacement aid.
- (3) If a suitable replacement aid is not available within a reasonable amount of time, make every effort to find an equitable solution to the situation.

**RULE 8. ACCEPTANCE OF BAGGAGE OR GOODS**

- (1) All baggage or goods presented for transportation is/are subject to inspection by Inland Air Charters Ltd
- (2) 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 any applicable Canadian laws, regulations or orders.

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- (3) If the weight, size or nature of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, Inland Air Charters Ltd will refuse to carry such baggage or any part thereof. The following articles will be carried only with prior consent:
- (a) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to peace officers prescribed firearms or other similar weapons.
  - (b) Explosives, munitions, corrosives and articles which easily ignite.
  - (c) Pets (not including service animals) such as dogs, cats and birds when appropriately crated in leak-proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft.

#### **RULE 9. REFUNDS**

- (1) Refunds will be given in the event of cancellation of flights by Inland Air Charters Ltd due to circumstances within the control of operation. Refunds will not automatically apply in the case of cancellations due to safety reasons or unforeseen circumstances outside of operational control (refer to Rule 6). In such cases, Flight credit may be offered at the manager's discretion.
- (2) Where a passenger elects to cancel a flight more than two days prior to the date of flight, refund or flight credit may be given at the managers discretion. Where a flight is cancelled less than two days prior to flight date, cancellation charges may apply (refer to Rule 15).

#### **RULE 10. LIMITATION OF LIABILITY – PASSENGERS**

- (1) The liability of Inland Air Charters Ltd in respect of the death of, or injury to, a passenger is limited to the sum of \$1,100,000.00

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- (2) In no cases shall Inland Air Charters Ltd liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- (3) Inland Air charters Ltd is not liable:
  - (a) 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 for their age or mental or physical condition; or
  - (b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

#### **RULE 11. LIMITATION OF LIABILITY – BAGGAGE**

- (1) The liability of Inland Air charters Ltd in respect of loss or damage to baggage whether caused directly or indirectly by the act of neglect or fault of the carrier or not is limited to the sum of \$250.00 per passenger (not applicable to mobility aid – refer to Rule 7).
- (2) Baggage or other items transported where value exceeds \$250.00 will be transported at the owners risk.
- (3) In no cases shall Inland Air Charters Ltd liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.

#### **RULE 12. LIABILITY OF INLAND AIR CHARTERS LTD – GOODS/CARGO**

- (1) The liability of Inland air Charters Ltd in respect of loss of, or damage to goods/cargo/freight whether caused directly or indirectly by the act of neglect or default of the carrier or not, is limited to the sum of \$250.00 per shipper or receiver.
- (2) Goods shipped of greater value than \$250.00 per shipment are transported at the shipper/receiver's own risk.

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**RULE 13. SUBSTITUTION OF AIRCRAFT**

N/A Inland Air Charters Ltd operates a uniform fleet, therefore aircraft substitution conditions and fees do not apply.

**RULE 14. PAYMENT REQUIREMENTS**

- (1) Payment for scheduled flights shall be completed in full prior to boarding.
- (2) Payment for charter flights based on aircraft hourly rate will be billed to a valid credit card which must be provided to Inland Air Charters Ltd prior to flight or charged to the appropriate account on file. Billing will be subject to actual aircraft hourly rate flight time plus any applicable additional charges (refer to Table B, C)

**RULE 15. CANCELLATION CHARGES**

- (1) When cancellation of a flight reservation occurs more than two days prior to flight date, no cancellation charges will apply.
- (2) When the cancellation of a flight is made less than two days prior to flight, up to 100% of the total air transportation charges will be retained by Inland Air Charters Ltd. Flight credit may be given at the managers discretion.

**RULE 16. TICKETS**

Inland Air Charters Ltd does not issue tickets. Prior to flight, the charterer will provide a list of all passenger names.

**RULE 17. PASSENGER RE-ROUTING**

Inland Air Charters Ltd is not responsible to any passenger when they miss their flight. In these instances no other flight alternative is offered to the passenger.

**RULE 18. DENIED BOARDING COMPENSATION**

Inland Air Charters Ltd does not overbook flights therefore no denied boarding compensation applies.

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Table A. Point to Point Rates

<b>Flight Route</b>	<b>Rate</b>	<b>Fare Subtotal</b>
Prince Rupert – Masset	Adult	285.08
Masset – Prince Rupert	Adult	287.18
Masset Return	Adult	572.26
Prince Rupert – Masset	Senior/Student	247.79
Masset – Prince Rupert	Senior/Student	249.89
Masset Return	Senior/Student	497.68
Prince Rupert – Masset	Child	245.32
Masset – Prince Rupert	Child	247.42
Masset Return	Child	492.74
Prince Rupert – Hartley Bay	Adult	282.08
Hartley Bay – Prince Rupert	Adult	284.18
Hartley Bay Return	Adult	566.26
Prince Rupert – Hartley Bay	Senior/Student	244.81
Hartley Bay – Prince Rupert	Senior/Student	246.91
Hartley Bay Return	Senior/Student	491.72
Prince Rupert – Hartley Bay	Child	242.79
Hartley Bay – Prince Rupert	Child	244.89
Hartley Bay Return	Child	487.68
Prince Rupert – Kitkatla	Adult	136.44
Kitkatla – Prince Rupert	Adult	138.54
Kitkatla Return	Adult	274.98
Prince Rupert – Kitkatla	Senior/Student	103.25
Kitkatla – Prince Rupert	Senior/Student	105.35
Kitkatla Return	Senior/Student	208.60
Prince Rupert – Kitkatla	Child	98.63
Kitkatla – Prince Rupert	Child	100.73
Kitkatla Return	Child	199.36

1. All flights subject to 5% GST
2. All flights departing Prince Rupert (Seal Cove) subject to \$2.10 airport improvement fee
3. Flight legs subject to fuel surcharge: Hartley Bay, Masset: \$5.25

Kitkatla: \$4.20

Charters: \$10.50

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Table B. Hourly Rates and Applicable Fees

<b>Rate</b>	<b>Subtotal</b>
Hourly Rate – Live Flight	\$1170.48
Minimum charge	\$585.24
Hourly Rate – Ferry flight	\$1170.48
Minimum Charge	\$585.24
Additional Landings	\$65.52
Holding Rate	\$185.36

1. All flights and charges subject to 5% GST

Table C. Freight/Cargo Rates

<b>Item</b>	<b>Subtotal</b>
Envelope	\$12.38
Small box	\$24.76
Large Box	\$34.29
Extra Large Box	\$53.33
Cost per lb - Kitkatla	\$0.90
Cost per lb – Hartley Bay/Masset	\$1.40
Take Out Order	\$4.76

1. All Freight charges subject to 5% GST

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