

DOMESTIC TARIFF

Provisions for aircraft WITH UP TO 29 PASSENGER SEATS

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

PUBLISHED BY

**Jimmy Emond, President
350, chemin de l'aéroport
Alma, Québec
G8B 5V2**

Note to the reader : " This tariff contains some new definitions of a small carrier that is subject to the APPR and not subject to the ATPDR as well as additional tariff clarifications appearing at pages 39 & 40"

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

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CHECK SHEET

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**EXPLICATIONS DES ABREVIATIONS
SIGNES DE RENVOI ET SYMBOLES**

OTC	Office des transports du Canada
AQTA	Association québécoise des transporteurs aériens Inc.
SUITE	Suite
CAN	Canadien
NO.	Numéro
\$	Dollars
R	Réduction
A	Augmentation
C	Changement n'entraînant ni augmentation, ni réduction
X	Annulation
N	Ajout
%	Pourcentage
S/O	Sans objet
APPR	<i>Air Passenger Protection Regulation</i>
ATPDR	<i>Accessible Transportation for Persons with Disabilities Regulations</i>

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RULE NO. 1**DEFINITIONS**

In this tariff, the following words shall have meanings set out below:

Charter	Means a contract whereby a carrier commits to offer charter services to a charterer with fixed wings aircraft in its fleet.
Term Charter	Means a charter flight for one day or an undetermined number of days or consecutive months or a combination thereof.
Charterer	Means 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.
Baggage	Means luggage or such 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.
Base	Designates all operational bases of the carrier listed in Table 1 here.
Canada	Means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.
Destination	Means the point to which the passengers or goods to be transported on a flight are bound.
Day	Is equivalent to a calendar day except when flying under Visual Flight Rules (VFR). Under VFR, "Day" means the period starting 30 minutes before sunrise and ending 30 minutes after sunset.

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RULE NO. 1 (Continued)**DEFINITIONS**

In this tariff, the following words shall have meanings set out below:

Goods	Means anything that can be transported by air including animals.
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 who uses the air carrier's domestic service by boarding the air carrier's aircraft pursuant to a valid contract.
Flight Taxes	Means any cost, fee or tax, fare or rate, reduced rate or fare.
Taxes - minimums	Designates, in the case of a 29 day charter or less or 30 days or more, the minimum number of hours to be charged.
Traffic	Means any passengers or goods that are transported by air.
Carrier	Means Panorama Fixed Wings Ltd. / Panorama Aviation / Corpo Aviation . An air carrier as defined in the Canada Transportation Act including its agents while carrying their duties.
Flight	Means the movement of an aircraft from its first takeoff to its first landing calculated as per Rule 20 herein.
Live flight	Means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).
Ferry flight	Means 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.

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RULE NO. 2**APPLICATION OF TARIFF**

- 1 - The Rules, Rates and Taxes contained in this Tariff describe the terms and conditions under which the carrier ensures or commits to provide commercial air services with fixed wing aircraft as they may be incorporated in an air transport contract agreed to between the charterer and the carrier. They will govern the relationship for the charter flight unless otherwise agreed upon signing the charter contract, explicitly or implicitly, whereby it is a confidential contract in compliance with **Article 68 of the Canada Transportation Act.**
 - 2 - The rules, rates and charges applicable to a charter flight or contracted flight are those in effect at the time of the beginning of the charter flight or, in the case of tenders or a Request For Quotation (RFQ) those in effect at the time and place where the tenders are deposited.
 - 3 - This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by **Panorama Fixed Wings Ltd. / Panorama Aviation / Corpo Aviation**
 - 4 - 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 **Panorama Fixed Wings Ltd. / Panorama Aviation / Corpo Aviation**, is executed by the charterer and the carrier.
 - 5 - 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.
 - 6 - The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.
- (N) 7- See pages 39 and 40 for additional rules.

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RULE NO. 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 NO. 4**OPERATION, INTERRUPTION OR CANCELLATION
OF A CHARTER FLIGHT**

- 1 - The carrier retains the exclusive control of the chartered aircraft, its contents and its flight crew.
- 2 - Any person carried onboard a chartered aircraft must comply with the conditions stipulated by the air carrier and any person or other goods or merchandise onboard is under the exclusive authority of the Flight Captain.
- 3 - **The air carrier may :**
 - a) Cancel, at any time, a charter contract or a specific flight of the contract.
 - b) Return to base or to the last landing point.
 - c) Reroute the aircraft or land at an intermediate point when it is deemed necessary due to an aircraft malfunction, weather conditions or other conditions beyond its control.

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RULE NO. 5**CANCELLATION BY THE CHARTERER
OF A CHARTER CONTRACT**

- 1 - Cancellation by the passenger:** If a passenger chooses to not use his/her ticket and/or cancels his/her booking, he/she incurs the risk to have a portion or the total value of the ticket refund that may be due, denied according to the circumstances of each case.

Any cancellation or booking change, prior to departure, irrespective of the reason, unless made at least 48 hours prior to the departure, is non refundable. However, the passenger **will be able to defer** the departure flight to a later date without penalty.

- 2 - Cancellation by the air carrier:** In the case where the air carrier cannot provide the service or refuses to make the service, a full refund will be made for the ticket or for the portion that has not been utilized.

If a city is served by two airports and the passenger arrives at one of them and departs from the other, he will be responsible for the road transfer between the two airports.

- 3 - Cancellation of a charter flight by the client:** A charter flight may be cancelled after being confirmed by signature, with fees equal to 25% of the value of the charter flight. Cancellation fees equal to 50% of the value of the charter flight will be assessed and billed for any cancellation made less than 48 hours prior to the departure time of the flight.

RULE NO. 6**DANGEROUS GOODS**

- 1 -** The charterer must abide by all governmental rules about the carriage of dangerous goods as stipulated in this tariff.
- 2 -** Any charterer that ships or tries to ship dangerous goods in contravention of a governmental regulation is responsible for any loss or damage that may be incurred to the air carrier equipment, directly or indirectly and the air carrier may, at the charterer's cost, store such goods or dispose of them.

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RULE NO. 7**REFUSAL TO TRANSPORT**

- 1 - The carrier will refuse carriage to any passenger if he believes that such action is necessary owing to the passenger's physical or mental state that would constitute a flight risk or an exceptional danger:
 - a) For the passenger or other persons including, in the case of a pregnant woman, for unborn children.
 - b) For all goods carried.

- 2 - The carrier must refuse to carry certain articles if he believes that:
 - a) They will compromise the safety of the aircraft, of the crew and of the passengers or of any goods on-board.
 - b) They are being shipped in contravention of any government regulations.
 - c) They may damage the aircraft, the baggage or the goods carried or cause harm to persons on-board.

- 3 - The carrier may refuse to carry luggage or goods improperly packaged or otherwise defective.

- 4 - The carrier may refuse carriage to any person when:
 - a) Such action is necessary for reasons of safety;
 - b) Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over or is the departure point or the arrival point of the flight.
 - c) A passenger refuses a personal security check for him or to his/her luggage.
 - d) **Laws and Regulations**: It becomes necessary to avoid a contravention to laws or orders of any country or possession that must be flown over.

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RULE NO. 7**REFUSAL TO TRANSPORT (CONTINUED)**

- e) **Bearing or passenger state:** The bearing, state, age, physical or mental condition are such as to render that it becomes necessary for safety reasons for himself/herself or for the comfort of the other passengers (including a pregnant women or a newborn infant)
- f) **Security check:** When a passenger refuses to undergo a security check for himself/herself and his/her luggage to look for explosives, guns or hidden arms or any other dangerous goods.
- g) **Medical serious illness:** When a passenger is affected by a serious or contagious medical illness or has an offensive or repulsive odour (such as that which is emitted when a wound is open or is losing body liquids). Or when a passenger appears to have mental or psychological troubles or exhibits a mental and physical condition rendering him/her incapable of caring for himself/herself or when the air carrier assesses that the health of the passenger might be further affected if transported in an aircraft and that may require urgent medical attention or might affect the other passengers.
- h) **Fraud:** When the air carrier has reasonable doubts to believe that a ticket has been fraudulently obtained including through the unauthorized use or illegal use of a credit card.
- i) **Weakened faculty :** A passenger who is assessed by the air carrier to have a weakened faculty caused by alcohol or drugs.
- j) **Proof of identity/Age :** At time of checking and boarding on all flights, any passenger must show a government issued with photo I.D. When a passenger travels on a discounter fare valid according to the passenger's age, the air carrier will require proof of age.
- k) **Smoking on-board:** Strictly prohibited aboard all flights. Any passenger who does not observe this requirement or refuses to follow this policy may be disembarked at any stop enroute or be refused boarding at the next stop.

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RULE NO. 7**REFUSAL OF TRANSPORT (CONTINUED)**

- l) **Security:** The air carrier may refuse transport or disembark a passenger, at any stop enroute, when the demeanour of such passenger interfered or has interfered with the security of the flight or of any passenger or crew member.
- m) **Passenger documents are not in order :** The air carrier may refuse transport to any passenger when the carriage or boarding would not be legal.
- n) **The conduct of a passenger which is known or was known to be abusive in the past** such as being abusive, offensive, menacing, intimidating, violent or otherwise disorderly and having caused physical discomfort or lack of security to the other passengers or having obstructed or interfered in the actions of a crew member or of the carrier's agents at the airport or having put in danger the secure operation of the flight;
- The passenger is unable or refuses to remain seated with its seat belt fastened;
 - The passenger continues using a cellphone, a personal computer or an electronic apparel on-board even after having been advised by a crew member to discontinue their use;
 - The passenger carries on his/her body or nearby a dangerous arm, concealed or not or is holding one without having declared it before boarding;
 - The passenger is handcuffed or is under surveillance by a guard agent in charge of applying the Law whilst the passenger has resisted arrest or it could be reasonably assumed that he/she would oppose resistance to the escorting agent.

5- Indemnity for refusal to transport

The air carrier has no policy to indemnify a passenger who has been refused transportation and therefore, no indemnity is available or offered to such passenger for refusal to transport.

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RULE NO. 8**LIABILITY IN CASE OF DELAY**

The carrier is not responsible for delays which might occur, before the flight or at any moment in the operation of the flight due to bad weather, a mechanical issue with the aircraft or for any other conditions beyond its control.

RULE NO. 9**LIABILITY OF THE CARRIER - PASSENGERS**

- 1 - The liability of the air carrier in respect of the death of, or injury to a passenger is limited to the sum of 300,000.00 \$.
- 2- In agreement between the charterer and the air carrier, it is possible to raise the limit of liability as stated above in **paragraph 1 in which** case, any insurance surcharge that would be levied by the insurance company would then be charged to and paid for by the charterer.
- 3- 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.
- 4- The carrier 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 his/her 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.

Medical Clearance

The carrier 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).

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RULE NO. 10**PASSENGER RE-ROUTING**

The carrier is not liable to a passenger who misses his flight. In such cases, no alternate or replacement flight is offered.

RULE NO. 11**LIABILITY OF THE CARRIER - BAGGAGE**

1. Subject to subsection (3), 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 or not, is limited to the sum of \$ 250,00\$ per passenger.
2. Subject to subsection (3) the liability of the carrier in respect of loss of baggage is limited to 1,000.00 \$ per passenger. The carrier shall have 5 business days to retrieve the baggage.
3. The liability of the carrier is limited to the declared value of baggage except when the passenger:
 - (a) has declared the value of the baggage to be an amount exceeding \$ 250.00 per passenger; and
 - (b) has paid an additional charge of \$ 2.00 per \$ 250.00 or fraction thereof for the excess amount.
4. No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 7 days from the date the baggage should have been delivered.
5. In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.

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RULE NO. 11

LIABILITY OF THE CARRIER - BAGGAGE (CONTINUED)

6. All objects of value, important documents et all medical prescriptions must be placed in the cabin luggage. Pursuant to the Warsaw Convention, the carrier accepts no liability for perishable articles or liquids or objects of value whose loss may be important, notably currency, jewels, personal, photo &/or video camera, cellphone and medical prescriptions or prescribed medical equipment.
7. The carrier cannot accept any liability for damages that are part of the normal wear and tear process and no claims will be accepted for: scratches, missing belts, damaged zippers. Handles broken, dirty patches, manufacturing defects, wheels torn, broken stitches or overloaded baggage.

Space and Weight Limitations

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

RULE NO. 12

LIABILITY OF THE CARRIER - GOODS

1. Subject to subsection (2) of Rule 11, the liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$ 0.50 per pound.
2. Liability of the carrier is limited to the declared value of goods except when the passenger:
 - (a) has declared a value of the goods in an amount exceeding \$ 0.50 per pound, and
 - (b) has paid an additional charge of \$ 2.00 per \$ 250.00 tranche or fraction thereof for the excess amount.

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RULE NO. 13**CONDITIONS OF CARRIAGE****1- Limits**

Passengers, baggage and goods will be carried within the weight and space limits of the aircraft type used.

2- Exemption from liability

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:

- (1) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;
- (2) "**Force Majeure**", or any other causes not attributable to the wilful 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 a Government or public body, on what ever 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, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

3- Acceptance of children

- a) 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.

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RULE NO. 13 (CONTINUED)**CONDITIONS OF CARRIAGE**

b) Children of 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/her 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.

c) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

d) A child under 2 years of age, occupying a seat or not, will be consider as a passenger, under the same conditions of transport as older passengers.

4- Compensation for denied boarding because of overbooking

When a passenger cannot be accommodated on a flight because of an overbooking, the carrier could:

- a)** refund the ticket value to the passenger for each sector not utilised or;
- b)** make reasonable arrangements to offer alternate services on its own services.

Should the carrier not be able to offer a reasonable alternate arrangement on its own services, then he will try to arrange carriage by another carrier or a combination of carriers on a comparable basis to the conditions he was offering to his client.

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RULE NO. 13 (CONTINUED)**CONDITIONS OF CARRIAGE****5- Inexecution of service and schedule delay**

a) The carrier is not liable for non-performance of its service in case of “force majeure” as defined herein. In other circumstances, he shall use its best efforts to carry the passengers and baggage with reasonable dispatch including to make other arrangements with other means of transport when he cannot complete the service proposed.

b) The carrier will make every effort to carry the passenger and its baggage within a reasonable period of time. 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..

c) Traffic stops are those published in the timetable. The carrier, may, without advance notice, substitute another carrier or another aircraft and, if necessary or required, omit one or more stops that are shown in the timetable.

d) The timetable is subject to changes without any advance notice. The carrier is not responsible for any missed connections nor for not performing a flight scheduled or otherwise for any flight changes.

e) The carrier cannot guarantee that the passenger`s baggage will be carried on-board the same flight if the space available is not sufficient for doing so according the carrier`s determination in regard to the aircraft limitations.

f) Subject to the Warsaw Convention itself or as amended by the Hague Protocol, the carrier will not provide compensation for delays that may be occasioned and will not reimburse any of the passenger`s expenses caused by such delays or flight cancellations.

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RULE NO. 13 (CONTINUED)**CONDITIONS OF CARRIAGE****6- REservation, confirmation, validitY**

The carrier is not obliged to accept a passenger unless the latter has a valid ticket for travel (electronic confirmation or photocopy are acceptable).

A ticket is not transferrable and the carrier does not have to accept it when presented by someone else.

A seat booking on any flight is valid only when confirmed by the carrier upon receiving payment for same or pursuant to credit arrangements between the carrier and the client.

Any booking reservation, even when confirmed by the carrier si subject to cancellation without advance notice if:

- a) The passenger did not buy a ticket or did not receive the carrier`s confirmation of the flight at least 24 hours before departure time.
- b) The passenger (or his agent) did not correctly fill the reservation form,
- c) The passenger did not appear at the boarding gate at least 20 minutes before the flight,
- d) The carrier has to accept a Government Order for emergency carriage for the Department of National Defence,
- e) There is any other ``force majeure`` reason.

The ticket price must be confirmed when the booking is being made since all prices may be changed without advance notice.

A ticket is valid up to a one (1) year since the purchase date.

The carrier is not liable in any way if the passenger misses a flight.

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RULE NO. 14

ACCEPTANCE OF BAGGAGE OR GOODS

- (1) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (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.
- (3) If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:
 - (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 side-arms or other similar weapons.
 - (b) Explosives, munitions, corrosives and articles which easily ignite.

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RULE NO. 15**CARRIAGE OF PERSONS WITH DISABILITIES****1- Acceptance for carriage**

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In the event of a refusal, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage within 10 calendar days of the refusal.

Acceptation of declaration of self-reliance

Except for safety-related matters governed by Transport Canada, the carrier 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 services of a personal nature during a flight, such as assistance with eating, personal hygiene, using washroom facilities or taking medication.

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RULE NO. 15 (CONTINUED)**CARRIAGE OF PERSONS WITH DISABILITIES****2- Acceptance of mobility aids**

- a) The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:
- (i) a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
 - (ii) a walker, a cane, crutches or braces;
 - (iii) a device to facilitate communication; and/or
 - (iv) any prosthesis or small medical device.

Where possible, the carrier will allow persons with disabilities to retain any items outlined in b), c), or d) at their seat.

b) Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.

c) Providing the aircraft can carry the aid, the carrier will:

- (a) disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
- (b) return the aid promptly upon arrival.

d) Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:

- (a) the boarding gate;
- (b) the stairs of the aircraft; or
- (c) the door of the aircraft (for aircraft accessible via a boarding system).

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RULE NO. 15 (CONTINUED)**CARRIAGE OF PERSONS WITH DISABILITIES****3- Acceptation of service animals**

The carrier 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. The carrier will permit the service animal 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. The carrier will avoid separating persons with disabilities from their service animal.

4- Accessible seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult the person to determine which seat is the most accessible to meet specific disability-related needs.

5- Services**At time of reservation**

When a person identifies himself/herself as a person with a disability, the carrier will:

- a) describe the type of equipment and services available to accommodate persons with disabilities;
- b) discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs; and
- c) note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight.

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RULE NO. 15 (CONTINUED)

CARRIAGE OF PERSONS WITH DISABILITIES

At time of travel

- a) (1) Where a request for a service is made in advance of travel, the assistance provided by the carrier will include:
- (i) assistance at check-in;
 - (ii) assistance to reach the boarding area;
 - (iii) assistance to board and deplane;
 - (iv) assistance with baggage;
 - (v) assistance to transfer to/from a mobility aid;
 - (vi) assistance to transfer to/from a passenger seat;
 - (vii) inquiring, from time to time after check-in, about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
 - (viii) limited assistance with beverages and snacks – such as opening packages and identifying items;
 - (ix) assistance to proceed to the general public area or to a representative of another carrier;
 - (x) any additional service to accommodate a person's disability-related needs.
- b) If the request for these services is not made in advance of travel, the carrier will make every effort to provide the service.

When boarding and deplaning

The carrier will board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

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RULE NO. 15 (CONTINUED)**CARRIAGE OF PERSONS WITH DISABILITIES**

- a) restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
- b) the person agrees to be hand-carried; and
- c) this can be done safely.

6- Liability of carrier respecting mobility aids

Where a carrier has transported a person's mobility aid, and the aid is damaged during flight or is unavailable at destination, the carrier will:

- a) provide the person with a suitable replacement aid;
- b) if the carrier cannot promptly provide a suitable replacement aid, assist the person in finding a suitable temporary replacement; and
- c) if a suitable replacement aid is not available within a reasonable amount of time, make every effort to find, with the person, an equitable resolution to the situation.

RULE NO. 16**REFUNDS, CLAIMS AND COMPENSATION**

- 1 - The liability of the carrier for delays or injury sustained by a passenger during the chartered flight is prescribed after one year from the date of the occurrence.
- 2 - Any request for claims or refunds must be filed with the carrier or to his agent duly authorized.
- 3 - **The carrier** is not liable for loss of baggage or goods or for damages or delays incurred in the delivery of baggage or goods unless a written request for compensation is filed at his head office **within 30 days** of the occurrence (or more if a Court sets a different time limit owing to the circumstances of the case) and there is a **prescription after one year from the date of the occurrence.**

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RULE NO. 16 (CONTINUED)

REFUNDS, CLAIMS AND COMPENSATION

- 4 -** The liability of the carrier shall not exceed the actual loss to the passenger. All claims are subject to proof of amount of loss.
- 5 -** In the case of a chartered flight interruption caused by the carrier, the charterer will be billed only for that part of the flight that was actually completed.
- 6 -** The charterer will not be charged/billed:
- a)** When a flight cannot be completed due to mechanical deficiencies or accidents to the flight crew and when the carrier does not provide or arrange a satisfactory flight replacement;
 - b)** For the flight time completed in an infructuous attempt to complete a flight as part of a charter contract unless the charterer or his agent or representative has agreed in advance to proceed with the flight attempt.
- 7- If a portion** of the contracted flight was performed, the refund or the credit due (subject to the rate having been agreed upon) will be the difference between the rates paid and other charges applicable to the portion of the flight that was performed less any cancellation fees applicable and due as per the terms of this tariff.

RULE NO. 17

TICKETS

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

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RULE NO. 18

SUBSTITUTION OF AIRCRAFT

- 1 - When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (2) and (3).
- (2) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.
- (3) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.
- (4) Applicable when the contract entails the use of the full capacity of the aircraft in question.

RULE NO. 19

EXTENSION OF TERM CHARTERS

Not Applicable

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RULE NO. 20

MINIMUM FARES AND RATES

Not Applicable

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RULE NO. 21**CREW EXPENSES**

When the conditions of a charter flight require that the flight crews and/or the staff members of the carrier assigned to the chartered flight have to stay outside of their permanent base of operations, their room and board as well as their local transport between the aircraft and the temporary accommodations are borne by the charterer or billed to him.

RULE NO. 22**EXTRA CHARGES FOR FUEL**

- 1 - The cost of fuel is included in the rates of this tariff at his cost base valid for its main base of operations.
- 2 - When fuel uplift is required out-of-main base and the cost is higher at the point of refueling, the charterer is responsible for the surcharge being incurred.
- 3- The fuel surcharge is calculated between the cost per liter differential at the main base and the cost at the point of refueling multiplied by the number of liters uplifted.
- 4- In the eventual occurrence where the cost per liter at the refueling point is lower than at the main base, no credit will be granted to the charterer.

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RULE NO. 23**FLIGHT TIME CALCULATIONS**

- 1 - The flight time used in order to establish the cost of services to be performed is calculated from the time the aircraft is rolling and ready for takeoff until the time when the brakes are set at the end of the flight.
- 2 - When an aircraft is used for a series of flights in a continuous fashion and the engines are still running between flights, the flight time calculated is the one starting with first roll-out and takeoff of the first leg until the time when the brakes are set at the end of the last flight. In all cases, the flight time will be rounded to the closest level of 1/10 of an hour.
- 3 - When calculating the flight time :
 - a) Fractions of hours must be expressed in decimals with one fraction being equal to a period of 6 six minutes.
 - b) Each period of 3 to 6 minutes must be rounded up to 6 minutes except that no flight shall have less than 12 minutes or a flight time of 0.2 hour.

RULE NO. 24**COMPUTATION OF CHARGES**

The tariff is defined in the regulations and applicable Law as being: «Table of prices, rates and other charges and conditions of carriage applicable to the performance of an air service and its ancillary services.»

A tariff must be considered as setting out the base conditions under which an air carrier performs its activities. Although the tariffs of most air carriers may be similar, each carrier must be vigilant to ensure that HIS tariff covers adequately its operation and meets its economic requirements.

The purpose of a tariff serves to protect both the carrier and the consumer against exigencies or conditions not covered in the tariff that one or the other party may wish to impose against the other party because of a misunderstanding or a deceit.

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RULE NO. 24 (suite)**CHARTER COST**

1-The total price payable by the party contracting for the use of an aircraft shall be the following:

- a) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 30 herein, times the applicable air transportation rate per mile, shown in Table "II", or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table "II", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table "II".
- b) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 30 herein times the applicable ferry rate per mile shown in Table "II", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table "II", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table "II", or
- c) Point to Point Rates as published in Table "III".
- d) Station fees, as applicable and set in Table IV herein, will be charged by the carrier, at the request of the charterer, when he retains the chartered aircraft at any point along the route of the chartered flight for a period longer than the free waiting time.
- e) Landing fees as stated in TABLE IV
 - f) Rolling fees, as applicable, in regard to the time spent to transport the passengers and their luggage and/or goods, as required between points on the ground, will be computed by multiplying the time spent by the rate per hour appearing in TABLE II herein.

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RULE NO. 25**ACCESSORIAL CHARGES****The charterer will be charged for:**

- a) All sums disbursed by the carrier, at the request of the charterer.
- b) Loading/unloading of the aircraft outside of the main base of the carrier.
- c) Le transport au sol du personnel, des bagages ou des marchandises pour le compte et à la demande de l'affrèteur.
- d) Charges for storage.
- e) **All** required installations and services necessary for the safe and secure operation of the aircraft that are normally available at the main base of the carrier but not available at the charterer`s base.
- f) All materials and specialized personnel provided by the carrier and which are not covered in this tariff.
- g) All technical modifications carried on the aircraft at the request of the charterer.
- h) The ferry flight of the aircraft to base it at the exploration base of the charterer.
- i) All fuel surcharges as applicable.
- j) Landing and navigation fees as applicable.
- k) Terminal fees and parking where applicable.

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RULE NO. 26

**CARRIAGE OF THE CARRIER`S PERSONNEL,
MATERIALS AND SPARE PARTS**

- 1 - The charterer provides or pays for the transport, as required, of the carrier`s personnel, materials and spare parts required for the charter flights.
- 2 - The charterer provides or pays for the transport:
 - a) Of the carrier`s personnel being replaced at the request of the charterer and the transport of the carrier`s replacement personnel.
 - b) Of the personnel, the material and additional spare parts required by the carrier.

RULE NO. 27

**APPLICATION OF RATES AND CHARGES
ACCORDING TO THE ZONES OF ACTIVITY**

1 - **Application**

The fees and rates applicable are those in effect from in the Zone of origin of each flight.

2 - **Description of the zones**

ZONE A : SOUTH OF THE 500 PARALLEL OF NORTH LATITUDE

ZONE B : NORTH OF THE 500 PARALLEL OF NORTH LATITUDE

ZONE C : OUTSIDE OF THE PROVINCE OF QUEBEC.

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RULE NO. 28**TAXES – GOVERNMENT IMPOSED****Application**

When applicable, at the billing phase, all rates and charges billed to the charterer will be subject to all applicable government imposed taxes such as the Federal GST/HST and the Provincial taxes such as the Quebec TVQ and any other taxes of a Provincial nature applicable to the services provided by the carrier. These Government imposed taxes are payable by the charterer in addition to all rates and fees for the charter flights performed.

RULE NO. 29**BILLING**

1. Any payment made, in regard to a charter flight, for which the carrier has paid, directly or indirectly, a commission relative to a flight or has agreed to pay such a commission, must be considered as a payment to the carrier.
2. The charterer is liable to pay the carrier a monthly interest rate equal to 2% calculated about any outstanding payment after 30 days from the issue of an invoice.
3. A seat booking must be paid in full at the time the reservation is made.
4. A payment accepted by the carrier in respect of a charter flight will not diminish or restrain the rights of the carrier against the charterer or his company for any sum or sums that the carrier may be justified to claim.

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RULE NO. 30

MILEAGE DETERMINATION

1. 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:

- 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) Geographical map
- d) Foreflight application.

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TABLE I**CHARTER BASE OF THE AIR CARRIER****NAME OF THE BASE****AVAILABLE AIRCRAFT****CYTF – Alma****Type Model Speed**

350, chemin de l'aéroport
Alma (Québec) G8B 5V2

Pilatus	PC-12/45	300 MPH
Pilatus	PC-12/47	300 MPH

Tél : 418-321-1865

Fax : 418-668-0654

Email: info@panoramaaviation.com

Website : www.panoramaaviation.com

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TABLE II**RATES PER HOUR, PER MILE AND DAILY MINIMUM**

*(Excluding fuel surcharges and governmentales fees and charges and other fees listed in Rule 25)
(Canadian currency)*

LOCATION	ZONE	Hourly rate	Rate per Statute Mile	Minimum Rate
Québec	A	1700.00 / HR	6.50\$ / mile	850.00\$
	B	1700.00 / HR	6.50\$ / mile	850.00\$
Ontario	C	1800.00 / HR	7.50\$ / mile	1000.00\$
Manitoba	C	1800.00 / HR	7.50\$ / mile	1000.00\$
Saskatche wan	C	1800.00 / HR	7.50\$ / mile	1000.00\$
Alberta	C	1800.00 / HR	7.50\$ / mile	1000.00\$
Territoires NordOuest	C	2350.00 / HR	9.00\$ / mile	1500.00\$
Nunavut	C	2350.00 / HR	9.00\$ / mile	1500.00\$
Colombie- Britannique	C	2350.00 / HR	9.00\$ / mile	1500.00\$
Nouveau- Brunswick	C	1800.00 / HR	7.50\$ / mile	1000.00\$
Nouvelle Écosse	C	1800.00 / HR	7.50\$ / mile	1000.00\$
Île Prince- Éouard	C	1800.00 / HR	7.50\$ / mile	1000.00\$
Terre- Neuve	C	1800.00 / HR	7.50\$ / mile	1000.00\$
Labrador	C	1800.00 / HR	7.50\$ / mile	1000.00\$

ZONE A : SOUTH OF THE 50° PARALLEL OF NORTH LATITUDE

ZONE B : NORTH OF THE 50° PARALLEL OF NORTH LATITUDE

ZONE C : OUTSIDE OF THE PROVINCE OF QUEBEC.

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TABLE III**RATES AND FEES****POINT TO POINT**

(In Canadian Currency)

(N) BETWEEN IQALUIT (CYFB) & SANIKILUAQ (CYSK) : \$ 1,150.00 + tx**Free baggage allowance : 40 lbs/passenger fare****Goods over allowance : 4.75\$ / lbs + tx****(N) BETWEEN SANIKILUAQ (CYSK) & IQALUIT (CYFB) : \$ 1,150.00 + tx****Free baggage allowance : 40 lbs/passenger fare****Goods over allowance : 4.75\$ / lbs + tx**Consult our web site: www.panoramaaviation.com ou www.corpoaviation.com

Point to point fares and rates are applicable exclusively and are not combinable with other fares and rates.

In addition, the air carrier may specify the minimum number of seats which must be sold, according to each aircraft type used, before offering a point to point service.

TABLE IV**LANDING FEES AND STATION FEES**

AIRCRAFT TYPE	FEES PER LANDING
Pilatus PC-12	200,00

AIRCRAFT TYPE	FREE WAITING TIME	RATE PER HOUR	MAXIMUM PER DAY FULL DAY OR PARTIAL DAY
Pilatus PC-12	2 hours	300,00	8 hours

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(N) Definitions

"**APPR**" means the *Air Passenger Protection Regulations*.

"**ATPDR**" means the *Accessible Transportation for Persons with Disabilities Regulations*.

"**ATR**" means the *Air Transportation Regulations*.

"**Small Carrier APPR**" means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. For the purposes of APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

"**Small Carrier Non-ATPDR**" means any carrier that is not a Large Carrier ATPDR. For greater certainty, Small Carrier Non-ATPDR means a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

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(N) Information added to Rule No.2

The contents of this tariff constitute the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.

The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.

For domestic transportation, under the provisions of the APPR, carriers will be subject to the same rules and liability limits as found in the Montreal Convention for lost, delayed and damaged baggage

Carrier liability under the APPR:

- (a) The carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, the carriers are jointly and severally, or solidarily, liable to those passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

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