

Qwest Helicopters 2020 Ltd. CTA(A) No. 2
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RULE 6. CONDITIONS OF CARRIAGE

The operation of a domestic service is governed by the *Canada Transportation Act* (the CTA), the *Air Transportation Regulations*, as amended (the ATR), the *Aeronautics Act* and associated regulations.

(1) 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.

(b) 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.

(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:

(a) 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;

(b) "**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) Medical Clearance

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

(4) Refusal to Transport

(a) The carrier 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.

(b) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier -
Carriage of Persons with Disabilities – See Rule 7 (B) Acceptance of Declaration of Self-reliance.

(5) Space and Weight Limitations

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

(6) Schedules/delays

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

RULE 7. 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.

(2) Acceptance 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.

(3) Acceptance of Mobility Aids

(a) The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:

- (1) a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
- (2) a walker, a cane, crutches or braces;
- (3) a device to facilitate communication; and/or
- (4) 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:

- (1) disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
- (2) 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:

- (1) the boarding gate;
- (2) the stairs of the aircraft; or
- (3) the door of the aircraft (for aircraft accessible via a boarding system).

(4) Acceptance 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.

(5) 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.

(6) Services to be Provided

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.

At the time of travel

(a) Where a request for a service is made in advance of travel, the assistance provided by the carrier will include:

- (1) assistance at check-in;
- (2) assistance to reach the boarding area;
- (3) assistance to board and deplane;
- (4) assistance with baggage;
- (5) assistance to transfer to/from a mobility aid;

- (6) assistance to transfer to/from a passenger seat;
- (7) 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;
- (8) limited assistance with beverages and snacks – such as opening packages and identifying items;
- (9) assistance to proceed to the general public area or to a representative of another carrier;
- (10) 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:

- (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.

(7) 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 8. 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 sidearms or other similar weapons.
 - (b) Explosives, munitions, corrosives and articles which easily ignite.
 - (c) (*) Pets including, dogs, cats and birds, when properly crated in leakproof 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.
(*) Not applicable to service animals.

RULE 9. REFUNDS

- (1) Application for refund shall be made to the carrier or its duly authorized Agent.
- (2) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

RULE 10. LIMITATION OF LIABILITY – PASSENGERS

- (1) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$100,000.00CDN.
- (2) 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.
- (3) 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.

RULE 11. LIMITATION OF LIABILITY – BAGGAGE

(1) (*) Subject to subsection (2), the liability of the carrier in respect of loss, or damage to, baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$150.00 per passenger.

(*) Not applicable to mobility aids - see Rule 7 (G).

(2) 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 \$150.00 per passenger for any one or more passengers; and

(b) has paid an additional charge of equivalent to not less than charges levied by our insurance brokers for each specific case.

(3) 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 10 days from the date the baggage should have been delivered.

(4) 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.

RULE 12. LIABILITY OF CARRIER – GOODS

(1) Subject to subsection (2) 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 equivalent to not less than charges levied by our insurance brokers for each specific case.

RULE 13. 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.

(*) Applicable when the contract entails the use of the full capacity of the aircraft in question.

RULE 14. PAYMENT REQUIREMENTS

(1) Payments for a contracted 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.

(2) Payments for flights is due in full 30 days from the date of Invoice.

RULE 15. CANCELLATION CHARGES

(1) When a cancellation has been made 48 hours prior to a planned departure time no cancellation charges will apply.

(2) Qwest Helicopters 2020 Ltd. reserves the right to levy a 25% charge of the total daily charge for a cancellation less than 48 hours of notice from planned departure time.

RULE 16. 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.

RULE 17. PASSENGER RE-ROUTING

Qwest Helicopters 2020 Ltd. will not be held liable for any passengers who miss their pre-planned departure time. We will make every effort to assist the passenger with alternate transportation.

RULE 18. DENIED BOARDING COMPENSATION

The carrier does not overbook flights; therefore, no denied boarding compensation is offered to the passenger.