

DOMESTIC TARIFF

SCHEDULED DOMESTIC TARIFF

Provisions for aircraft WITH UP TO 50 PASSENGER SEATS

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

ISSUED BY

K. Knight

Director of Commercial

Hanger # 3A, John G. Diefenbaker International Airport

Saskatoon, Sk S7L 5X4

DOMESTIC TARIFF

CHECK SHEET

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

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
Title Page	5	20	3
1	5	21	2
2	5	22	5
3	5	23	2
4	5	24	2
5	5	25	1
6	5	26	1
7	5	27	1
8	5	28	1
9	5	29	1
10	5	30	1
11	5	31	1
12	5	32	3
13	5	33	3
14	5	34	2
15	5	35	1
16	2	36	1
17	2	37	1
18	3	38	
19		39	

DOMESTIC TARIFF

TABLE OF CONTENTS		Rule No.	Page No.
Check Sheet		-	1
General Tariff Information		-	5
Explanation of Abbreviations			5
Definitions		1	6
Application of Tariff		2	8
	Liability under the applicable tariff		8
	Carrier Liability under the APPR		8
	Passenger Recourse		8
	Time Limitations on claims and actions		9
Part 2. Before Departure			
General			9
	Fares in Effect		9
	Fare Brands and Rules		10
	Routing		11
Methods of Payment		20	11
Taxes		15	11
Currency		3	12
Mileage Determination		4	12
Computation of Charges		5	12
Tickets		116	13
	General		13
	Validity of Carriage		14
	Upgrading		14
Reservations		40	14
	General		14
	Passenger Responsibility		14
	Cut Of Times		15
Conditions of Carriage		6	15
	Acceptance of Children		15
	Exemption from Liability		16
	Medical Clearance		16
	Refusal to Transport		17
	Schedules/Delays		17
	Space and Weight Limitations		17
Carriage of a person with Disabilities		7	17
	Definitions		17
	Acceptance of a Person with a Disability		18
	Acceptance of Mobility Aids		19

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 6.

ISSUE DATE September 6, 2022

EFFECTIVE DATE September 8, 2022

DOMESTIC TARIFF

Acceptance of Service Animals		20
Acceptance of Declaration of Self reliance		20
Communication of Information		20
Seating restriction		20
Assistance to be provided		21
Liability of Carrier Respecting Mobility Aids		22
Acceptance of Baggage or Goods	8	23
Refunds	9	24
Limitation of Liability – Passengers	10	24
Limitation of Liability – Baggage	11	24
Limitation of Liability – Goods	12	24
Substitution of Aircraft	13	25
Payment requirements	14	25
Cancellation Charges	15	26
Passenger re routing	17	26
Denied Boarding and Compensation	18	26
Applicability		26
Request for Volunteers		26
Payment		27
Alternate Arrangements- outside the carriers control		27
Alternate Arrangements- within the carriers control		28
Refund of Additional Services		29
Denial of Boarding due to Passenger Conduct		29
Seat Selection	19	30
Flight Interruptions		30
Responsibility of the Carrier		31
Categories of Flight Interruptions		32
Standards of Treatment		32
Compensation		33
Tarmac Delays		33
Delayed/Lost/Damaged Baggage		34

Transwest Air Limited Partnership
By Its General Partner Transwest Management Ltd.
c/o/b as Transwest Air
Rise Air

CTA(A) No. 5
Original Page | 4

DOMESTIC TARIFF

TABLES			
Appendix A	Regular rates	-	36
Appendix B	BIR FORM	-	37
Appendix C	CHARTER TARIFF RATES	-	38

DOMESTIC TARIFF

Part 1. General Tariff Information

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

CTA.....	Canadian Transportation Agency
Cont'd.....	Continued
No.....	Number
\$.....	Dollar(s)
[R].....	Denotes reductions
[A].....	Denotes increases
[C].....	Denotes changes which result in neither increases or reductions
[X].....	Denotes cancellation
[N].....	Denotes addition
CAD.....	Canadian
N/A.....	Not Applicable
APPR.....	Air Passenger Protection Regulations
ATPDR.....	Accessible Transportation for Persons with Disabilities regulations

DOMESTIC TARIFF

RULE 1. DEFINITIONS

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

"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.

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

"Carrier" means *TRANSWEST AIR LIMITED PARTNERSHIP BY ITS GENERAL PARTNER TRANSWEST MANAGEMENT LTD. (Rise Air)*.

"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).

"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.

"Destination" means the point to which the passengers or goods to be transported on a flight are bound. is a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at the point after the place of departure but before the ultimate destination has been reached. The deliberate break must be for a purpose other than changing aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

"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.

"Goods" means anything that can be transported by air including animals.

"Gratuitous carriage" means air transportation of passengers, goods or animals for no reward.

"minor" means a person who has not reached their 12th birthday on the date that travel commences.

"Origin" means the point from which a flight commences with payload to be transported. "refusal to transport"

"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.

"Traffic" means any passengers or goods that are transported by air.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 6.

ISSUE DATE September 6, 2022

EFFECTIVE DATE September 8, 2022

DOMESTIC TARIFF

“Unruly Passenger” means a passenger who fails to respect the rules of conduct at the point of departure or on board the aircraft or to follow instructions of the air operator staff or crew members and thereby disturbs the good order and discipline at the point of departure or board the aircraft.

"denial of boarding" occurs when a passenger is not permitted to occupy a seat on-board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation, and are present at the boarding gate at the required boarding time.

“emotional support animal” means an animal that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with disability, but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the person with a disability-related need

"disability" means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

"required for safety purposes" means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a *safety management system* as defined in subsection 101.01(1) of the *Canadian Aviation Regulations* but does not include scheduled maintenance in compliance with legal requirements.

"Medium Carrier APPR" means an aircraft equipped for the carriage of passengers and having a certificated maximum carrying capacity of more than 39 but not more than 89 passengers

"mobility aid" means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specially designed to assist a person with a disability with a need related to mobility.

“person with a disability means a person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

"tarmac delay" occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

DOMESTIC TARIFF

RULE 2. APPLICATION OF TARIFF

(A) General

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by *TRANSWEST AIR LIMITED PARTNERSHIP BY ITS GENERAL PARTNER TRANSWEST MANAGEMENT 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 *TRANSWEST AIR LIMITED PARTNERSHIP BY ITS GENERAL PARTNER TRANSWEST MANAGEMENT LTD.*, is executed by the charterer and the carrier.
- (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 of the air transportation contract.
- (4) 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.
- (5) Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this tariff will apply.

(B) Liability under the applicable tariff

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 (see Rule 120, Liability - domestic transportation).

(C) Carrier liability under the APPR

The obligations of the carriers under APPR form part of this tariff and supersede any incompatible or inconsistency or incompatibility, but do not relieve the carrier of this tariff that are more favorable to the passenger than the obligations set out in the APPR

(D) Overriding law/severability

If provision contained or referred to in the ticket or this tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the ticket or tariff and the remaining provisions shall continue to be in full force and effect.

(D) Passenger recourse

DOMESTIC TARIFF

(1) Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.

(2) In the case of dispute with Transwest Air, passengers should, as the first recourse, try to resolve any problem by dealing directly with the carrier. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

(E) Time limitations on claims and actions

(1) Subject to applicable laws, an action for damages must be brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

(2) A complaint to the carrier must be made in writing to the carrier within seven days from the date of receipt in the case of damage to baggage, and within 21 days from the date on which the baggage has been placed at the passenger's disposal, in the case of delay.

(3) Claims may be subject to proof of amount of loss; passengers may be asked to substantiate their claims.

(E) Self identification

APPR

- (1) For the purposes of establishing obligations toward passengers under the APPR, Transwest Air declares that it is a Medium Carrier APPR.

Medium Carrier APPR means an aircraft equipped for the carriage of passengers and having a certificated maximum carrying capacity of more than 39 but not more than 89 passengers

PART 2 BEFORE DEPARTURE

(A) GENERAL

Applicable fares are those published by or on behalf of the carrier.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services will be arranged by the Passenger and at the passengers own expense and are not subject to the terms of this tariff

(B) FARES IN EFFECT

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 6.

ISSUE DATE September 6, 2022

EFFECTIVE DATE September 8, 2022

DOMESTIC TARIFF

- (1) Subject to government requirements and this tariff:
- (a) The applicable fare is the fare in effect on the date of the ticket issuance. No increase in fares and charges will be collected or more restrictive conditions of carriage (including those related to baggage) applied in the event that an increase in fares and charges occurs or more restrictive conditions are imposed between the date of ticket issuance and the date of travel, provided:
- (b) The ticket is issued with confirmed reservations from a point of origin at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and,
- (c) the confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change; and
- iii. Sale occurs and the ticket is issued in Canada.

FARE BRANDS AND RULES

	BASIC	FLEX	PREMIUM
Advance Purchase Requirement	14 Days	7 Days	x
Checked Baggage included	50 lbs	75lbs	100lbs
Refundable	x	x	√
Transferable	x	Change fee \$105 and 24 hours notice of departure required	√
Changes permitted within 24 hours	x	√	√
Changes permitted after 24 hours and up to 2 hours prior to departure	x	x	√
Name change permitted	x	Change fee \$105 and 24 hours notice of departure required	
No show Penalty	√	√	√

1. Failure to show up for a flight booked in any Brand/Class, will result in all fares, fees, surcharges, and taxes being forfeited.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 6.

ISSUE DATE September 6, 2022

EFFECTIVE DATE September 8, 2022

DOMESTIC TARIFF

2. All monies paid to Transwest Air are non-refundable (unless otherwise indicated within that fare class), If creditable for future travel, the new outbound travel must commence within one year from original date of purchase.

(C) Routing

1. Unless otherwise provided in this tariff, fares apply only to their associated routing. If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, Transwest Air may determine the routing.
2. Where a fare is purchased from point of origin to the point where return travel commences, and that fare is less than a fare to an intermediate point enroute, the fare charged must be increased to at least the minimum fare applicable to any higher cost intermediate points.

RULE 20. METHODS OF PAYMENT

(A) General

The following is a list of payment options accepted by the Carrier for the payment of tickets and services offered by the Carrier:

1. Cash in currencies acceptable to the Carrier.
2. Credit card: American Express®, MasterCard®, VISA®.
3. Bank debit card: Interac®, VISA debit (only where facilities permit).
4. Valid Carrier issued credit: Gift certificates (offline only), Travel credit.
5. Cash in ZWL only
6. Certified Cheques

RULE 15. TAXES

(A) General

- (1) Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
- (2) At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket.
- (3) Taxes will be shown separately on the ticket.

DOMESTIC TARIFF

- (4) The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority

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

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

- (1) Air distance mileage log/GPS
- (2) Skyline /GPS distances

RULE 5. COMPUTATION OF CHARGES

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

- (1) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Appendix "C", 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 Appendix "C", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Appendix "C".
- (2) 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 Appendix "C", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Appendix "C", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Appendix "C", or
- (3) Point to Point Rates as published in Table "A".

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 6.

ISSUE DATE September 6, 2022

EFFECTIVE DATE September 8, 2022

DOMESTIC TARIFF

- (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 of the aircraft.
 - (b) Charges for goods carried outside the aircraft.
 - (c) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.
 - (d) Charges for storage.
 - (e) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.
 - (f) The actual cost of any special or accessorial services performed or provided on request.
- (6) Layover charges, if any, as set forth in Table "B2", will be assessed by the carrier for holding the aircraft on request at any point on the route in excess of the free waiting time.
- (7) Landing charges as per Table "B1".
- (8) Taxiing charges, if any, 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) Valuation charges, if any, in accordance with Rule 11 and Rule 12.

RULE 115. TICKETS

(A) General

1. A ticket will not be issued and the Carrier will not carry the passenger unless the passenger has paid the applicable fare.
2. Before boarding, the passenger must present the Carrier with proof that they have been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide the Carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin

DOMESTIC TARIFF

and destination, and on the dates, times and via the routing shown on the ticket.

3. The ticket remains at all times the property of the Carrier which issued the ticket.
4. The Carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

(B) Validity for Carriage

1. General: When validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket, for the applicable fare class and is valid for the applicable period of time. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. The Carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.

(C) Upgrading (Changing from a Lower to a Higher Fare Ticket)

1. Before travel commences, a passenger may upgrade to a fare of higher value to travel to any of the Carrier's destinations in the world provided travel is in accordance with Rule 155(C)2.
2. Passengers upgrading in accordance with Rule 155(C)1 may do so provided:
 - a. Ticketing and advance purchase requirements of the new fare have been met; and
 - b. Travel is via the Carrier and
 - c. The difference in fares has been paid

RULE 40.RESERVATIONS

(A) General

1. A reservation for space on a given flight is valid when the availability and allocation of the space is entered into the Carrier's reservation system and a confirmation number/code is obtained which authenticates the reservation.

2. The Carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangement and passenger compliance with the check-in time limits set out in Rule 40(F), a ticket will be issued to the passenger by the Carrier or agent of the Carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented

3. On any specific flight, the carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a specific flight will be determined by the carrier's best judgement as to the anticipated total number of passengers on each flight.

DOMESTIC TARIFF

4. A passenger who is holding an unused open-date ticket or a portion of that ticket or is in possession of another electronic document issued to the passenger by the carrier which entitles the passenger to onward travel, or who wishes to change their reservation for another date, will not be entitled to any preferential right to secure a new reservation.

Add: (D) Cancellation of Reservations

1. The carrier may cancel the reservations of any passengers if circumstances require due to any situation identified in and applied in rule 105, Refusal to transport.
2. If the carrier cancels a passenger's reservation due to above, the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.

(B) Passenger's Responsibility

The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (C) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. Transwest Air will not be liable for loss or expense due to the passenger's failure to comply with this provision.

the passenger should provide the carrier with their preferred means of communication from among means offered by the carrier (for example, email, address and/or telephone numbers) when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. The carrier has an obligation to communicate information to its passengers as per Rule 97, Communication of information – cancellation, delay, tarmac delay, or denial of boarding.

(C) Check in Time Limits

TRAVEL	*Recommended Check In Time	**Check in/baggage drop off	***Boarding gate deadline
To/From all locations	90 minutes	30 minutes	30 minutes
Prince Albert	90 minutes	60minutes	45 minutes

*Recommended check-in time: To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in.

**Check-in and baggage drop-off deadline: The passenger must have checked in, obtained their boarding pass and checked all baggage at the check-in/baggage drop-off counter before the check-in deadline for their flight.

***Boarding gate deadline: The passenger must be available for boarding at the boarding gate by the boarding gate deadline. If the passenger fails to meet the time limits specified in the above chart, Transwest Air may reassign any prereserved seat and/or cancel the

DOMESTIC TARIFF

reservation of the passenger and the carrier may not be able to transport the passenger's baggage. Transwest Air is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision

RULE 6. CONDITIONS OF CARRIAGE

(A) Acceptance of Children

All children who are passengers, whether traveling accompanied by a parent, guardian, or tutor or unaccompanied, must be in possession of the required documentation which is applicable to the points which they will be flying to, from and between

for travel within Canada, passengers under 18 years of age must carry identification such as a passport, an original birth certificate or a non-government ID, e.g. student card.

- (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 16 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 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.
Transwest Air fee for an Unaccompanied Minor (UM) is \$20.00.
- (3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.
- (4) For the seating of children under the age of 14, Transwest Air will attempt to assign a seat that is close to their parent or guardian at the time of check in
 - (a) If no seats are available, we will assign seats at the time of check in and ask for volunteers at the time of boarding to change seats prior to take off at no additional charge.
 - (b) For children 5 and under, we will attempt to assign a seat next to their parent, or guardian. For children 6 to 11 we will attempt to assign a seat in the same row as their parent or guardian.
 - (c) For children 12 or 13 we will attempt to assign a seat in a row that is separated by no more than one row from their parent or guardian aged 16 or older.

DOMESTIC TARIFF

(d) No child shall occupy an Emergency Exit seat

(B) 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;
- (3) **"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.

(C) 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).

(D) Refusal to Transport

- (1) 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.

DOMESTIC TARIFF

- (2) 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 beyond the services normally provided by the carrier – Carriage of Persons with Disabilities – See Rule 7 (E) Acceptance of Declaration of Self-reliance.

(E) Space and Weight Limitations

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

(F) 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

(A) Definitions

- (1) "**Ambulatory**" means a person who is able to move about within an aircraft unassisted.
- (2) "**Non-Ambulatory**" means a person who is not able to move about within the aircraft unassisted.
- (3) "**Non-self-reliant**" means a person who is not self-reliant.
- (4) "**Self-reliant**" – Except for needs and assistance related to safety "self-reliant" means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication, or assistance from the carrier beyond the range of services that are required by the ATR or that is normally offered by the carrier.

DOMESTIC TARIFF

- (5) "**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.

(B) Acceptance of a Person with a Disability

Persons with a disability will be accepted for transportation as outlined below:

Disability	Personal Attendant Required
Blind	No
Deaf	No
Blind and Deaf/Self-reliant	No
Blind and Deaf/Non-self-reliant	Yes
Intellectual/Self-reliant	No
Intellectual/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self-reliant	Yes
Non-ambulatory/Self-reliant	No (*)
Non-ambulatory/Non-self-reliant	Yes

(*) Except in cases where the number of such passengers travelling on a given flight exceeds the *Civil Aeronautics Directorate Transport Canada's Guideline, Commercial Air Services (Carriage of Non-ambulatory. Passengers on Large Turbo-jet Aeroplanes)*.

(C) Acceptance of Mobility Aids

In addition to the regular free baggage allowance, the carrier will accept the following mobility aids as priority checked baggage without charge:

- (1) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
- (2) a manually operated folding wheelchair;
- (3) a walker, a cane, crutches or braces;
- (4) any device that assists the person to communicate better; and
- (5) any prosthesis or medical device.

Aircraft design

Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person's aid, the air carrier is not required to carry

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 6.

ISSUE DATE September 6, 2022 EFFECTIVE DATE September 8, 2022

DOMESTIC TARIFF

the aid. The carrier will advise the person about transportation arrangements that are available for the aid.

Manually operated wheelchair

The air carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

- (a) until the person reaches the boarding gate;
- (b) where facilities permit, while the person is moving between the terminal and the door of the aircraft;
- (c) where space and facilities permit, while the person is moving between the terminal and the passenger seat.

Where space permits, the air carrier will, without charge, permit the person to store a manually operated folding wheelchair in the passenger cabin during the flight.

Applicable to small aid referred in (C) (3), (4) and (5)

Where space and facilities permits, the air carrier will, without charge, permit the person to retain the aid in the person's custody during the flight.

(D) Acceptance of Service Animals

The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

The carrier may refuse to transport a service dog if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.

(E) 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 as to self-reliance. Once advised that he or she is self-reliant, the carrier shall not refuse such passenger transportation on the basis that there is a lack of a personal attendant or based on the assumption that the passenger may require attention from airline employees to assist with the passenger's needs beyond the range of services that are required by the ATR or that are normally offered by the carrier.

DOMESTIC TARIFF

(F) Communication of Information

The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the cabin crew along with other special instructions. A list of the services that the carrier had undertaken to provide at the time of reservation will also be transmitted to the personnel assisting such persons.

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made both visually and verbally to persons with disabilities who request such a service.

(G) Seating Restrictions

Persons with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit, or on the upper deck of the aircraft or, otherwise in accordance with safety rules or regulations administered by Transport Canada.

Seating assignment

- When a person identifies the nature of his/her disability, before assigning a passenger seat, the carrier will inform the person as to which seats in the aircraft are the most accessible seats.
- Accessible passenger seats are the last seats to be assigned to passengers without disabilities.

Once the identification of the most accessible seat is completed, prior to proceed with the seat assignment, the carrier will enter into a dialogue with the person to determine if the designated seat meets his/her needs.

(H) Assistance to be Provided

- (1) If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance:
 - (a) registration at the check-in counter;
 - (b) proceeding to the boarding area;
 - (c) boarding and deplaning;
 - (d) stowing and retrieving the person's carry-on baggage;
 - (e) retrieving the person's checked baggage;
 - (f) transferring the person:

DOMESTIC TARIFF

- (1) between: the person's own wheelchair, scooter or other mobility aid
and: a wheelchair, boarding chair or other mobility aid provided by the carrier.
 - (2) between: a wheelchair, boarding chair or other mobility aid
and: the person's passenger seat.
- (g) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;
 - (h) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
 - (i) inquiring periodically about the person's needs when persons in wheelchairs who are not independently mobile are awaiting a flight after check-in, when in transit between flights and during the flight;
 - (j) assembling and disassembling of mobility aids; and
 - (k) proceeding to the general public area or to a representative of another carrier.

- (2) If the request for these services is not made within 48 hours of the designated departure time, the carrier will make a reasonable effort to provide the services.

Pre-boarding

When a request is made by a person for boarding or seating or stowing carry-on baggage, the carrier may require the person to board the aircraft in advance.

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers).

Written confirmation

The carrier is to provide a written confirmation to the person of the services to be provided.

(I) Liability of Carrier Respecting Mobility Aids

The liability of carrier for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise is to be based on the cost of the repair or replacement value of the mobility aid.

In the event that a mobility aid is lost or damaged:

DOMESTIC TARIFF

- (1) the air carrier will immediately provide a suitable temporary replacement without charge;
- (2) if a damaged aid can be repaired, in addition to (1) above, the air 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;
- (3) if a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (1) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

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 side arms or other similar weapons.
 - (b) Explosives, munitions, corrosives and articles which easily ignite.

DOMESTIC TARIFF

(c) (*) Pets including, dogs, cats and birds, when properly 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.

(*) Not applicable to service animals.

- (4) Baggage Fees: Transwest Air does not charge baggage fees.
- (5) Musical Instruments can be accepted as carryon provided they meet Transwest Air's carry on size and weight requirements.

(a) Cabin Baggage - due to various sizes of our aircraft, safety regulations require that all carry-on baggage conform to the specifications listed below: No more than two (2) pieces, when combined, not to exceed 20cm x 43 cm x 38 cm (8"x17"x15") see sizing device. Maximum combined weight for cabin baggage is 6kg (13lbs). Purses 25cm x 30 cm x 20 cm (10"x12"x8") or less are not counted as one of the two pieces

(b) Checked Baggage- due to various sizes of our aircraft it is recommended the item be able to fit comfortably through the cargo hold door dimensions of-

SAAB Cargo door -127 cm x 132 cm x 127 cm
1900 cargo door - 121 cm x 134 cm x 132 cm
ATR cargo door - 127 cm x 156 cm x 122 cm

RULE 9. REFUNDS

- (1) Application for refund shall be made to the carrier or its duly authorized Agent. BIR Rules: Any loss of or damage to checked baggage must be reported to a Transwest Air Agent within 24 hours of flight arrival. The agent will verify the loss or damage and complete the "Baggage Irregularity Report" in triplicate. This report is to be filled out by both customer and Airline Representative

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 \$100,000.00

DOMESTIC TARIFF

- (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 and CONTENTS

- (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 \$2300.00 per passenger.
(*) Not applicable to mobility aids - see Rule 7 (I).
- (2) The liability of the carrier is limited to \$2300.00. Baggage and contents valued in excess of 2300.00 must be self-insured.
- (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 30 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.
- (5) Valuation costs to be borne by client.

RULE 12. LIABILITY OF CARRIER – GOODS and CARGO

- (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 \$1.00 per pound
- (2) 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 30 days from the date the baggage should have been delivered.
- (3) 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.
- (4) Valuation costs to be borne by client.
- (5) Baggage Irregularity Form (BIR) (see Appendix B)

DOMESTIC TARIFF

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) Payment made prior to a flight in the form of Credit card, Purchase order, and Cash. For Authorized accounts, all payments are due from the date of the invoice, interest charges of 2% per month 24% per annum will apply to overdue accounts.

DOMESTIC TARIFF

RULE 15. CANCELLATION CHARGES

- (1) When a charter is cancelled 24 hours prior to departure a cancellation fee of 15% of the charter cost may be levied.
- (2) If a flight is cancelled due to weather, no charges will be levied unless the flight is already in progress. A flight already in progress that encounters unforeseen weather may be charged out based on the number of miles completed.

RULE 17. PASSENGER RE-ROUTING

Transwest Air is not liable to any passenger when he/she misses his/her flight. In these instances, no other alternative is offered by the carrier to the passenger.

RULE 18. DENIED BOARDING COMPENSATION

(1) Denied boarding occurs when a passenger has a valid ticket for a flight, but is not allowed to occupy a seat on board the aircraft because the number of passengers who have checked in and are at the gate on time is greater than the number of available seats that can be occupied. Passengers presenting themselves for travel must also have confirmed reservations and valid travel documents. This Rule should not be confused with Rule 105: Refusal to Transport.

(A) Applicability

1. This rule applies to all passengers, irrespective of the type of ticketed fare.
2. A passenger who doesn't not meet the requirements specified in Rule 40(F) will not receive denied boarding compensation, and will at the Carrier's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which the passenger is travelling.

(B) Request for Volunteers

When a situation of denied boarding due to overbooking occurs, the following will apply:

1. The Carrier will publicly ask for volunteers to relinquish their seats from among the confirmed passengers. This request process will take place at the check-in or Boarding Areas. The Carrier will continue to make this request of passengers until it obtains enough volunteers to prevent other passengers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
2. Once potential volunteers have been identified, the Carrier will negotiate with passengers and offer benefits to get them to surrender their seat. The denied boarding compensation entitlements under the APPR do not apply

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 6.

ISSUE DATE September 28 ,2021

EFFECTIVE DATE September 28,2021

DOMESTIC TARIFF

to volunteers who move to a later flight. The Carrier will put in writing the benefits offered and the volunteering passenger must agree to them prior to the departure of their flight. In the unlikely event we need to deny boarding due to a factor within our control (unless due to safety), the effected passenger(s) may be entitled to the following compensation

Length of Delay(from original arrival time at destination)	Compensation Issued
Less than 6 hours	\$900
6 hours to 8hrs 59 min	\$1800
9 hours or more	\$2400
	** all amounts in CAD

Compensation will NOT be issued if the passenger is being refused travel:

Payment

The carrier will provide the compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the denial of boarding.

Written confirmation

If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements, the carrier must provide the passenger with a written confirmation of the amount of the compensation that is owed.

Alternate arrangements – denial of boarding outside the carrier’s control

(1) If there is denial of boarding due to situations outside the carrier’s control, the carrier will provide alternate travel arrangements free of charge irrespective of the type of fare they are travelling or have purchased, to ensure that passengers complete their itinerary as soon as feasible:

Small/Medium Carrier APPR:

- (a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger’s original ticket

DOMESTIC TARIFF

- (b) In the case of delay or cancellation at the airport, the carrier will give priority to assistance to any person with a disability and to unaccompanied minors.

Alternate arrangements – denial of boarding – within the carrier’s control and within the carrier’s control but required for safety purposes

In the case where there is a denial of boarding for situations within the carrier’s control or within the carrier’s control but required for safety purposes, the carrier will provide the following alternate travel arrangements free of charge irrespective of the type of fare on which they are travelling or they have purchased, to ensure that the passenger completes their itinerary as soon as feasible:

Small/Medium Carrier APPR

- (a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket.
- (b) Refund

If the alternate travel arrangements offered in accordance with the standards of treatment do not accommodate the passenger’s travel needs, the carrier will

1.) in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, pursuant to Rule 125 Involuntary Refunds, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger’s travel needs; and in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds. Comparable services
2. To the extent possible, the alternate travel arrangement must provide services comparable to those of the original ticket

DOMESTIC TARIFF

Refund of additional services

3. The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
 - (a) the passenger did not receive those services on the alternate flight; or (b) the passenger paid for those services a second time. Higher class of service

4. If the alternate travel arrangements referred to in
 - (1) above provide for a higher class of service than the original ticket, the carrier will not request supplementary payment. Lower class of service

5. If the alternate travel arrangements provide for a lower class of service than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket. Form of refund

6. Refunds under this section will be made in conformity with Involuntary refunds and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

Denied Boarding Due to Passenger Conduct- Refer to Refusal to Transport 6D

Transwest Air will enforce the following for passengers deemed unruly, or who have consumed alcohol or being intoxicated on our flights:

- First Offence -3 months of no travel
- Second Offence -one year of no travel
- Third Offence -banned and placed on the NO FLY LIST

Unruly Passengers

Pilot in command shall have final say regarding passengers deemed “unruly” or a risk to flight crew or other passengers.

Unruly passengers will be denied flight privileges and no compensation nor alternate flight arrangements shall be made by Transwest Air. R.C.M.P. will be called to attend.

DOMESTIC TARIFF

RULE 19-SEAT SELECTION

Transwest Air does not offer a seat selection for the scheduled service flights and at this time there are no costs associated with seat selection

FLIGHT INTERRUPTIONS

If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website.

Si l'embarquement vous est refusé, ou si votre vol est annulé ou retardé d'au moins deux heures ou si vos bagages sont perdus ou endommagés, vous pourriez avoir droit au titre du Règlement sur la protection des passagers aériens, à certains avantages au titre des normes de traitement applicables et à une indemnité. Pour de plus amples renseignements sur vos droits, veuillez communiquer avec votre transporteur aérien ou visiter le site Web de l'Office des transports du Canada."

For more information please visit the Canadian Transportation Agency:

<https://rppa-appr.ca/eng>

Responsibilities for Schedules and Operations

1. (a) 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.

DOMESTIC TARIFF

(b) Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the charter carriage. Flight times are subject to change.

(c) The carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.

(d) It is always recommended that the passenger communicate with the carrier either by telephone, electronic device, via the Carriers Web site or refer to the airport terminal displays to ascertain the flights status and departure time.

2. Communication

The Carrier will attempt to notify you as soon as possible in the event of flight delays or cancellations. We will provide status updates every 30 minutes until a new departure time has been set.

The information will be given as soon as possible and will include the nature of the disruption and the compensation/standard of treatment to which they may be entitled (if applicable)

The following are various ways the information will be provided:

- (a) an audible announcement
- (b) flight information display screens in airports where applicable
- (c) Preferred method of communication within the existing options provided by Transwest Air for passenger with disabilities.

Categories of Flight Disruptions

There are 3 categories of flight disruptions as defined by the Canadian transportation Agency. The examples below are not exhaustive lists.

Controllable means it is caused primarily by factors within the Carriers control, but excludes disruptions or Denied Boarding which is Controllable for Safety

DOMESTIC TARIFF

reasons. This includes such examples as Flight preparations(aircraft grooming, baggage loading, aircraft fuelling) , overbooking flights, or staff/crew scheduling

Controllable for Safety means factors within the Carriers control but required to reduce the risk to passenger safety, This includes but is not limited to such examples as aircraft malfunctions not identified in routine maintenance, safety decisions made within the authority of the pilot of the aircraft or the Carrier safety management system but does not include scheduled maintenance.

Uncontrollable means factors outside the carriers control. This includes but is not limited to such examples as weather conditions, a security threat, a medical emergency, and instructions from air traffic control.

Standard of Treatment

In the event of schedule irregularity that is Controllable or Controllable for Safety reasons, the carrier will present the following standards of treatment

Length od Delay	Standard of Treatment	Controllable	Controllable for Safety	Uncontrollable
2+ hours	<ul style="list-style-type: none"> • Food and drink • Access to means of communication 	YES	YES	NO
8+ hours	<ul style="list-style-type: none"> • Food and drink • Access to means of communication • Overnight accommodation • Transportation to/from accommodation and airport • Alternate travel arrangements in way of booking on the next available flight free of charge 	YES	YES	NO

- (1) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original ticket, the carrier must provide the passenger with the following treatment free of charge:

DOMESTIC TARIFF

- (c) \$125, if the arrival of the passenger's flight at destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,
- (d) \$250, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or
- (e) \$500, if the arrival of the passenger's flight at the destination on the original ticket is delayed by nine hours or more.

Tarmac Delays

A Tarmac delay occurs when passengers are confined to an aircraft, with no immediate opportunity to disembark when the aircraft is on the ground with its doors closed for take-off, or has just landed.

If a tarmac delay occurs, the carrier will provide passengers with the following standards of treatment free of charge:

- (a) Access to lavatories in working order (if the aircraft is equipped with lavatories)
- (b) Proper ventilations as well as cooling or heating of the aircraft
- (c) A way to communicate with people outside the aircraft at no cost
- (d) Access to medical assistance if a passenger requires it

Before the tarmac delay reaches the 3 hour mark in Canada, the aircraft will return to the gate for you to disembark from the aircraft if it is safe to do so. If it is likely that the flight can take-off within 45 additional minutes, the aircraft can stay on the tarmac and complimentary water and snacks will continue to be provided when feasible. This short 45 minute extension is to avoid the inconvenience of cancellation or further delay.

A carrier that allows passengers to disembark will, if it is feasible, give passengers with disabilities and their support person, service animal or emotional support animal, if any, the opportunity to disembark first.

Delayed, Lost or Damaged Baggage

Delayed Baggage

DOMESTIC TARIFF

If you are unable to locate your baggage upon arrival it is recommended to report any delayed baggage to a Transwest Air agent immediately.

Claims for interim expenses must be made within 21 days from the date on which the baggage was received.

An agent will assist with completing the Report Lost Baggage form

Passengers will be reimbursed for any applicable baggage fees paid.

Lost Baggage

- If you are unable to locate your baggage upon arrival it is recommended to report any delayed baggage to a Transwest Air agent immediately.
- The Transwest Air agent will verify the lost/damaged checked luggage and will complete a Baggage Irregularity Report in triplicate. This form is to be completed by both yourself and the Transwest Air agent.
- If your bag is not located within 21 days, we will pay you the value of the delayed bag or the amount of our Baggage Liability.
- Passengers will be reimbursed for any applicable baggage fees paid.
- Alternatively, you can report lost/damaged checked luggage via the form found on the Carrier website

Damaged Baggage

- It is recommended that passengers report their damaged baggage in person, to a Transwest Air agent immediately upon arrival. Passengers have 7 days to report damaged baggage and submit their claim after the baggage is received.
- Transwest Air will provide a refund of any baggage fees paid if the baggage has been delayed, lost or damaged. Exceptions include normal wear and tear or damage resulting from a defective bag.
- Transwest Air's maximum liability for damaged baggage is approximately \$2300CAD

Submitting a baggage claim

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 6.

ISSUE DATE September 6, 2022

EFFECTIVE DATE September 8, 2022

Transwest Air Limited Partnership
By Its General Partner Transwest Management Ltd.
c/o/b as Transwest Air
Rise Air

CTA(A) No. 5
Original Page | 37

DOMESTIC TARIFF

- Please use our Report lost baggage form found on the carrier website (www.transwestair.com)
- You may also speak with a Transwest Air Agent to assist you in filling out the form

DOMESTIC TARIFF

APPENDIX A- PREMIUM FARES

Adult Regular Rate - One Way										
Saskatoon To	Fare	NavCan	Landing	AJF	PFF	ATSC	CU	FUEL	GST	TOTAL
Prince Albert	\$119.61	\$13.85		\$6.00		\$7.12	\$1.10	\$92.30	\$12.10	\$254.08
La Ronge	\$313.69	\$13.85		\$6.00			\$1.10	\$161.30	\$24.90	\$522.84
Wollaston	\$638.52	\$13.85		\$6.00			\$1.10	\$161.30	\$41.14	\$863.91
Points North	\$639.30	\$13.85	\$25.00	\$6.00			\$1.10	\$161.30	\$41.18	\$889.73
Stony Rapids	\$682.89	\$13.85		\$6.00			\$1.10	\$161.30	\$43.36	\$910.50
Fond Du Lac	\$686.88	\$13.85		\$6.00			\$1.10	\$161.30	\$43.36	\$914.89
Uranium City	\$702.48	\$13.85		\$6.00			\$1.10	\$161.30	\$44.34	\$931.07
Prince Albert To										
Saskatoon	\$119.60	\$13.85			\$20.00	\$7.12		\$118.80	\$14.07	\$295.44
La Ronge	\$214.96	\$13.85			\$20.00			\$118.80	\$18.46	\$387.67
Wollaston	\$574.98	\$13.85			\$20.00			\$161.30	\$38.59	\$810.30
Points North	\$577.96	\$13.85	\$25.00		\$20.00			\$161.30	\$38.74	\$838.45
Stony Rapids	\$626.04	\$13.85			\$20.00			\$161.30	\$41.16	\$864.35
Fond Du Lac	\$633.06	\$13.85			\$20.00			\$161.30	\$41.51	\$871.72
Uranium City	\$652.96	\$13.85			\$20.00			\$161.30	\$42.49	\$892.20
La Ronge To										
Saskatoon	\$313.69	\$13.85			\$3.00			\$118.80	\$22.67	\$476.01
Prince Albert	\$214.65	\$13.85			\$3.00			\$118.80	\$17.72	\$372.02
Wollaston	\$317.90	\$13.85			\$3.00			\$118.80	\$22.88	\$480.43
Points North	\$327.44	\$13.85	\$25.00		\$3.00			\$118.80	\$23.35	\$515.44
Stony Rapids	\$394.72	\$13.85			\$3.00			\$161.30	\$28.84	\$605.71
Fond Du Lac	\$394.72	\$13.85			\$3.00			\$161.30	\$28.84	\$605.71
Wollaston To										
Saskatoon	\$638.52	\$13.85						\$108.30	\$38.13	\$800.80
Prince Albert	\$574.98	\$13.85						\$108.30	\$34.94	\$733.65
La Ronge	\$470.80	\$13.85						\$118.80	\$30.27	\$633.74
Points North	\$11.78	\$13.85	\$25.00					\$118.80	\$8.57	\$180.00
Points North To										
Saskatoon	\$639.60	\$13.85						\$161.30	\$40.84	\$857.59
Prince Albert	\$577.68	\$13.85						\$161.30	\$37.74	\$792.57
La Ronge	\$435.08	\$13.85						\$161.30	\$30.61	\$642.84
Wollaston	\$36.78	\$13.85						\$118.80	\$8.57	\$180.00
Uranium City To										
Saskatoon	\$702.48	\$13.85						\$161.30	\$43.98	\$923.61
Prince Albert	\$652.96	\$13.85						\$161.30	\$41.49	\$871.20
Stony Rapids	\$33.94	\$13.85						\$118.80	\$11.43	\$240.02
Stony Rapids To										
Saskatoon	\$682.98	\$13.85						\$161.30	\$43.01	\$903.14
Prince Albert	\$626.04	\$13.85						\$161.30	\$40.16	\$843.35
La Ronge	\$344.71	\$13.85						\$161.30	\$26.09	\$547.95
Fond Du Lac	\$36.78	\$13.85						\$118.80	\$8.57	\$180.00
Uranium City	\$33.94	\$13.85						\$118.80	\$11.43	\$240.02
Fond Du Lac To										
Saskatoon	\$686.88	\$13.85						\$161.30	\$43.20	\$907.23
Prince Albert	\$633.06	\$13.85						\$161.30	\$40.51	\$850.72
La Ronge	\$394.71	\$13.85						\$161.30	\$28.59	\$600.45
Stony Rapids	\$36.78	\$13.85						\$118.80	\$8.57	\$180.00

DOMESTIC TARIFF

APPENDIX B



**BAGGAGE IRREGULARITY REPORT
 (B.I.R)**

- 1 - Copy/Remains at Station
- 2 - Copy for Passenger
- 3 - Copy to Head Office if Necessary

Personal Information

Date: _____ Passenger Name: _____
 Home Address: _____ City: _____
 Province: _____ Postal Code: _____
 Home Phone: _____ Business Phone: _____
 Temporary Phone: _____ Dest Address: _____

Travel Information:

Travel From: _____ To: _____ Date: _____
 Flight No: _____ Baggage Tag No.: _____ Dest: _____

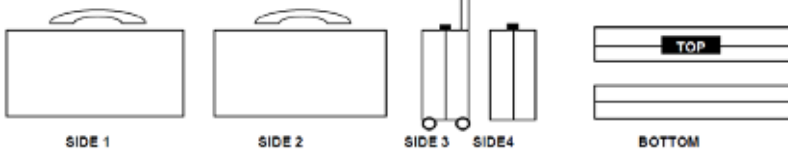
Baggage Information:

Bag Type: _____ Color: _____ Name Tag (Y/N) _____

Comments: _____

Details of Damage or Pilferage: _____

Please Mark Location



Passenger Signature: _____ Date: _____
 Agent Signature: _____

Office Use Only	
Details/ Action Taken: _____	Date: _____
Final Result: _____	
Supervisor/ Managers Signature: _____	File Closed: <input type="checkbox"/>

DOMESTIC TARIFF

APPENDIX C

TRANSWEST AIR
 CHARTER RATES - LA RONGE, PRINCE ALBERT & SASKATOON
 (EFFECTIVE December 03, 2020)

Last Edit Date: December 03, 2020

AIRCRAFT	PAX	MPH	Landing Fee (A)	Landing Fee (B)	Rate Per Mile	Fuel Per Mile	Total Per Mile	Hourly Rate	Hourly Fuel	Minimum Miles	Minimum Flight Revenue	Minimum Flight Fuel	Total Return Minimum
ATR 42	44	241	200.00		18.21	5.25	23.46	4,388.61	1,265.25	100	1,821.00	525.00	4,692.00
Beaver	4	110	50.00	20.00	9.69	2.20	11.89	1,065.90	242.00	28	271.32	61.60	665.84
Beech 1900	2	252	100.00		9.66	3.49	13.15	2,434.32	879.48	100	966.00	349.00	2,630.00
King Air 200	7	235	100.00		6.23	2.85	9.08	1,464.05	669.75	80	498.40	228.00	1,452.80
King Air 300/350	8	255	100.00		6.67	2.98	9.65	1,700.85	759.90	80	533.60	238.40	1,544.00
SAAB 340	34	247	200.00		14.89	4.57	19.46	3,677.83	1,128.79	100	1,489.00	457.00	3,892.00
Turbo Otter	7	125	50.00	20.00	12.63	3.13	15.76	1,578.75	391.25	30	378.90	93.90	945.60
Twin Otter	Floats	12		20.00	14.32	4.61	18.93	2,004.80	645.40	41	587.12	189.01	1,552.26
	Wheels	15	50.00		13.11	4.33	17.44	1,992.72	658.16	43	563.73	186.19	1,499.84
	Skis	12		20.00	13.91	5.03	18.94	1,947.40	704.20	41	570.31	206.23	1,553.08

TRANSWEST AIR
 CHARTER RATES - STONY RAPIDS and WOLLASTON LAKE
 (EFFECTIVE October 12, 2020)

AIRCRAFT	PAX	MPH	Landing Fees (A)	Landing Fees(B)	Rate Per Mile	Fuel Per Mile	Total Per Mile	Hourly Rate	Hourly Fuel	Minimum Miles	Minimum Flight Revenue	Minimum Flight Fuel	Total Return Minimum
Beaver	4	110	50.00	20.00	9.69	2.42	12.11	1,065.90	266.20	28	271.32	67.76	678.16
King Air 100/200	9	190	100.00		9.02	3.23	12.25	1,713.80	613.70	60	541.20	193.80	1,470.00
Turbo Otter	8	125	50.00	20.00	12.63	3.50	16.13	1,578.75	437.50	35	442.05	122.50	1,129.10
Twin Otter	FLOATS	15		20.00	14.32	4.92	19.24	2,004.80	688.80	40	572.80	196.80	1,539.20
	WHEELS	15	50.00		13.11	4.64	17.75	1,992.72	705.28	40	524.40	185.60	1,420.00
	SKIS	15		20.00	13.91	5.34	19.25	1,947.40	747.60	40	556.40	213.60	1,540.00