

## NOTE

The attached sample domestic air tariff is only intended to serve as a guide. It is not intended to cover all possible situations or to be an exhaustive treatment of the subject.

For more detailed information you should consult the *CANADA TRANSPORTATION ACT*, and the *AIR TRANSPORTATION REGULATIONS*, **or discuss the matter with your legal counsel.**

The Canadian Transportation Agency **assumes no responsibility** for the accuracy or completeness of the information contained in this document.

Should you have any questions concerning the adequacy of your company's tariff, you should refer the matter to your own legal counsel.

## **DOMESTIC TARIFF - PROLOGUE**

### **REQUIREMENTS**

The *Canada Transportation Act* (the Act), states the following:

- Sec.67(1) The holder of a domestic licence shall
- (a) publish or display and make available for public inspection at the business offices of the licensee all the tariffs for the domestic service offered by the licensee;
  - (b) in its tariffs, specifically identify the basic fare between all points for which a domestic service is offered by the licensee; and
  - (c) retain a record of its tariffs for a period of not less than three years after the tariffs have ceased to have effect.
- Sec.67(3) The holder of a domestic license shall not impose any fare, rate or charge for the domestic service offered by it unless the fare, rate or charge is set out in a tariff that has been published or displayed pursuant to subsection (1) and is in effect.
- Sec.68(1) Sections 66 and 67 do not apply in respect of any fares, rates, charges or terms and conditions of carriage applicable to a domestic service provided for under a contract between a holder of a domestic license and another person whereby the parties to the contract agree to keep its provisions confidential.
- Sec.68(2) The holder of a domestic license who is party to a contract referred to in subsection (1) shall retain a copy of the contract for a period of not less than three years after it has ceased to have effect.

Paragraph 107.(1)(n) of the *Air Transportation Regulations* requires that:

Every tariff shall contain:

- 107(1)(n) the terms and conditions of carriage, clearly stating the air carrier's policy in respect of at least the following matters:

- (i) the carriage of persons with disabilities
- (ii) acceptance of children
- (iii) compensation for denial of boarding as a result of overbooking
- (iv) passenger re-routing
- (v) failure to operate the service or failure to operate on schedule
- (vi) refunds for services purchased but not used, whether in whole or in part, either as a result of the client's unwillingness or inability to continue or the air carrier's inability to provide the service for any reason
- (vii) ticket reservation, cancellation, confirmation, validity and loss
- (viii) refusal to transport passengers or goods
- (ix) method of calculation of charges not specifically set out in the tariff
- (x) limits of liability respecting passengers and goods
- (xi) exclusions from liability respecting passengers and goods, and
- (xii) procedures to be followed, and time limitations, respecting claims

**NOTE:** Other provisions pertaining to tariffs are included in both the Act and its related regulations.

### **PURPOSE OF A TARIFF**

Tariffs are defined in the Act as:

"A schedule of fares, rates, charges and terms and conditions of carriage applicable to the provision of an air service and other incidental services".

Tariffs should be considered as the basic terms and conditions under which the carrier operates its business. Although most carriers will have similar tariffs, each carrier should ensure that its tariff is applicable to and meets the needs of its own operation.

The purpose of a tariff is to protect both the carrier and the consumer against unexpected demands or conditions imposed upon it by the other party due to misunderstanding or deceit.

## **SAMPLE TARIFF**

The attached tariff is intended as a **sample only** and applies to domestic services only. Each carrier should carefully analyze its own operation and create a tariff that is applicable to its own type of business.

Every tariff should include a tariff number, title page, index, definitions, issue date, effective date, name of issuing party, consecutive page numbers, and the carrier's policy in respect of matters identified in subparagraph 107(1)(n) of the *Air Transportation Regulations*.

The tariff may be edited as often as necessary; however, new pages should be given the same number as the original and should indicate that the page is an amendment to the original page number. Amended pages must be retained for a period of not less than three years.

**LOCAL DOMESTIC TARIFF**

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

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RE-ISSUE DATE  
MAY 1, 2007

ISSUED BY  
ANDREW BRADLEY

EFFECTIVE DATE  
MAY 1, 2007

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**CHECK SHEET**

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

<u>Page Number</u> Title	Number of <u>Revisions</u> Re-Issue May 1, 2007	<u>Page Number</u> 11	Number of <u>Revisions</u> Re-Issue May 1, 2007
1	Re-Issue May 1, 2007	12	Re-Issue May 1, 2007"
2	Re-Issue May 1, 2007	13	Amendment 3 July '09
3	Re-Issue May 1, 2007	14	Amendment 3 July '09
4	Re-Issue May 1, 2007	15	Re-Issue May 1, 2007"
5	Re-Issue May 1, 2007	16	Re-Issue May 1, 2007
6	Amendment 3 July '09	17	N/A
7	Re-Issue May 1, 2007	18	N/A
8	Re-Issue May 1, 2007	19	N/A
9	Re-Issue May 1, 2007	20	N/A
10	Re-Issue May 1, 2007	21	N/A

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

CTA .....	Canadian Transportation Agency
Cont'd .....	Continued
No.....	Number
\$.....	Dollar(s)
(R).....	Denotes reductions
(A).....	Denotes increase
(C).....	Denotes change which results in neither increases or reductions
(X).....	Denotes cancellation
(N).....	Denotes addition
Can.....	Canadian
N/A.....	Not Applicable
CARS.....	Canadian Aviation Regulations
Dry Rate.....	Tariff Rate <b>not</b> inclusive of fuel
Wet Rate.....	Tariff Rate inclusive of fuel

**RULE 1. DEFINITIONS**

**"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 the Nunavut.

**"Carrier"** means Blackcomb Helicopters L.P.

**"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.

**"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.

**"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.

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

**RULE 2. APPLICATION OF TARIFF**

- a) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Blackcomb Helicopters L.P.
- b) 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 Blackcomb Helicopters L.P , is executed by the charterer and the carrier.
- c) 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.
- d) 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.

**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 to flight or flights, using the following sources in the order listed below:

- a) VFR Navigation Chart: The distance computed in Statue or Nautical miles in a straight line given the weather conditions to allow for a direct route, or in marginal weather conditions a route by most direct while taking in account for weather minima as indicated by the Canadian Aviation Regulations (CARS), or a route as directed by the charterer.

**RULE 5. COMPUTATION OF CHARGES**

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 4 herein, times the applicable air transportation rate per mile, shown in Table "B", 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 "B", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table "B".
- b) 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 Table "B", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table "B", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table "B", or
- c) Point to Point Rates as published in Table "A".
- d) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per litre to the carrier in Canadian currency not exceeds:  
Fuel consumption and Rates:

AIRCRAFT	BURN RATE L/HR	\$ RATE PER LITRE
AS 350 B2	200 L/HR	1.25
AS 350 FX2	200 L/HR	1.25
AS 350 D2	200 L/HR	1.25
AS 355 FX2	210 L/HR	1.25
AS 355 F1	210 L/HR	1.25
BELL 206B	110 L/HR	1.25
BELL 206L	160 L/HR	1.25
BELL 407	200 L/HR	1.25

- e) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
  - (1) Loading/unloading of the aircraft.
  - (2) Charges for goods carried outside the aircraft.

- (3) 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.
- (4) Charges for storage.
- (5) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.
- (6) The actual cost of any special or accessorial services performed or provided on request.
  
- f) 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.
- g) Landing charges as per Table B1.
- h) 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".
- i) Valuation charges, if any, in accordance with Rule 10.

**RULE 6. CONDITIONS OF CARRIAGE**

- a) Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.
- b) Carriage of persons with disabilities. The carrier will make its best effort to accommodate passengers with disabilities including their service animals or other mobility aids on the same flight; however, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.

- c) The carrier will refuse passage to any person when:
  - (i) Such action is necessary for reasons of safety.
  - (ii) Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.
  
- d) 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 arising from:
  - (i) Labor disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfillment of the flight agreement, and;
  - (ii) "Force Majeure", or any other causes not attributable to the willful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of 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.
  
- e) Acceptance of children
  - (i) 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.
  - (ii) 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 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.

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

**RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS**

- a) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- b) 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.
- c) 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:
  - (i) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/license 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.
  - (ii) Explosives, munitions, corrosives and articles which easily ignite.
  - (iii) 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 airplane.

**RULE 8. REFUNDS**

- a) Application for refund shall be made to the carrier or its duly authorized Agent.
- b) If a portion of the agreed transportation has been completed, refund will be the difference between the 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 9. LIMITATION OF LIABILITY - PASSENGERS**

- a) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$ 100,000.
- b) 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.
- c) The carrier is not liable
  - (i) 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
  - (ii) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

**RULE 10. LIMITATION OF CARRIER RESPECTING BAGGAGE**

- a) 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 \$100.00 per passenger.
- b) The liability of the carrier is limited to the declared value of baggage except when the passenger
  - (i) has declared the value of the baggage to be an amount exceeding \$100.00 per passenger for any one or more passengers; and
  - (ii) has paid an additional charge of \$ 1.00 per \$100.00 or fraction thereof for the excess amount.
- c) 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.

- d) 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 10A. LIABILITY OF CARRIER RESPECTING GOODS**

- a) 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 \$0.10 per pound.
- b) Liability of the carrier is limited to the declared value of goods except when the passenger
  - (i) has declared a value of the goods in an amount exceeding \$100.00, and
  - (ii) has paid an additional charge of \$1.00 per \$100.00 or fraction thereof for the excess amount.

**RULE 11. SUBSTITUTION OF AIRCRAFT\***

- a) 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 (b) and (c).
- b) 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.

- c) 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 12. PAYMENT REQUIREMENTS**

- a) 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.

**RULE 13. CANCELLATION CHARGES**

- a) When the cancellation is made more than 5 days prior to the planned departure, no cancellation charges shall be levied.
- b) When the cancellation is made less than 5 days prior to the planned departure of the first flight, 10 % of the total air transportation contract price will be retained by the carrier.

**TABLE "A"**  
**RATES AND CHARGES**  
**POINT TO POINT RATES**  
(In Canadian Dollars)

	<b>A-Star / Twin Star / Bell 407</b>	<b>Bell 206</b>	<b>Bell 205</b>
<b>Vancouver (YVR) - Whistler</b>	\$2,799.00	\$1,899.00	\$5,699.00
<b>Vancouver (YVR) - Victoria</b>	\$2,799.00	\$1,899.00	
<b>Victoria - Whistler</b>	\$5,598.00	\$2,599.00	
<b>Vancouver - Abbotsford</b>	\$1,399.00	\$839.00	
<b>Abbotsford - Whistler</b>	\$4,199.00	\$2,699.00	\$7,899.00

**TABLE "B"**  
**RATES AND CHARGES PER HOUR**  
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>DRY RATE \$ PER HOUR</u>	<u>TOTAL WET RATE \$ PER HOUR</u>
AS-350 B2	1900	2150
AS-350 FX2	1900	2150
AS-350 D2	1900	2205
BELL 206B	1150	1288
BELL 206L	1600	1800
BELL 407	1955	2205
AS-355 FX2	2155	2418
AS-355 F1	2155	2418

**TABLE "B1"**  
**LANDING CHARGES**  
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>CHARGE PER LANDING</u>
AS 350 SERIES	AIRPORT SPECIFIC
AS 355 SERIES	AIRPORT SPECIFIC
BELL 206B/L	AIRPORT SPECIFIC

Above rates to be computed in accordance with Rule 5 herein.

**TABLE "B2"**  
**LAYOVER CHARGES**  
(In Canadian Dollars)

<u>AIRCRAFT TYPE</u>	<u>FREE WAITING</u> <u>TIME IN HRS.</u>	<u>RATE PER</u> <u>HR.</u>
ALL AIRCRAFT	HRS      1:00	50% OF TARIFF

Above rates to be computed in accordance with Rule 5 herein.