



DOMESTIC TARIFF
RULES, RATES & CHARGES
Applicable to
TRANSPORTATION OF PASSENGERS AND GOODS
Between points in Canada

ADOPTION NOTICE

Effective November 12, 2010 this tariff, as amended, is hereby adopted
as the tariff of WestJet.

Issued by Mr. Lorne Mackenzie
Director, Regulatory and Government Affairs
WestJet
22 Aerial Place N.E. Calgary, AB. T2E 3J1

CHECK SHEET

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

Page Number	Number of Revision
Title	Original
1	6 th Revised
2	Original
3	1 st Revised
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CTA.....	Canadian Transportation Agency
Cont'd	Continued
No.....	Number
\$.....	Canadian Dollar(s)
(R).....	Denotes reductions
(A).....	Denotes increase
(C).....	Denotes change which results in neither increases or reductions
(X).....	Denotes cancellation
(N).....	Denotes addition
N/Y	Canadian
Cy.	Currency
N/A.....	Not Applicable

RULE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"Air crew" means the flight crew and one or more persons who, under the authority of the Carrier, perform in-flight duties in the passenger cabin of an aircraft of the Carrier;

"Air service" includes a Live Flight and a Ferry Flight;

"Air Transportation Contract" means with respect to a Domestic Service, a contract entered into between the passenger and the Carrier for the provision of air service to the passenger and its goods in the form of a reservation and confirming itinerary issued by the Carrier or an agent of the Carrier authorized for that purpose, in respect of Cargo, a contract entered into between the Carrier and any person for the carriage of Cargo on a Domestic Service or Charter Service flight, and in respect of a Charter, means a written contract entered into between the Charterer and the Carrier for the provision of a Charter Service for the Charterer's passengers and their goods;

"Air Transportation Regulations" mean the *Regulations Respecting Air Transportation*, SOR/88-58 as amended from time to time, and any substitute regulations prescribed in relation to the subject-matter therein;

"Assistant / attendant" a person who travels with a person with a disability, is 18 years of age or over, and is fully capable of providing a service related to the disability that is not usually provided by the carrier's staff;

"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 and Districts and Islands comprising Nunavut;

"Canada Transportation Act" or **"CTA"** means the *Canada Transportation Act*, 1996, Chap. 10, as amended from time to time;

"Cargo" means goods which are accepted for transport by the Carrier from a person who is not a passenger of the Carrier, or who is a passenger, but who has executed an agreement with the Carrier for treatment of the goods as "Cargo" and who has paid the rates set out in Schedule D1;

"Cargo Service" means the carriage of Cargo by the Carrier in accordance with the terms and provisions of this Tariff on a Domestic Service or Charter Service Flight;

"Carrier" means WestJet Airlines Ltd., a body corporate licensed to provide Domestic Services and non-scheduled international services under the CTA, and having its head office at 22 Aerial Place, N.E., Calgary, Alberta T2E 3J1;

"Charter" or **"Charter Service"** means a Common Purpose Charter or an Entity Charter, as the context requires, but only with respect to flights operated between, from and to points wholly within Canada;

"Charterer" means a person who contracts for the transportation of passengers and goods from a specified Origin within Canada to a specified Destination within Canada, for a particular itinerary, agreed upon in advance, with respect to a Charter;

"Common Purpose Charter" or **"CPC"** means a round-trip passenger flight originating in Canada that is operated according to the conditions of a contract entered into between the Carrier and one or more Charterers that requires such Charterer(s) to charter the entire passenger seating capacity of an aircraft of the Carrier to provide transportation at a price per seat to passengers either traveling to or from a "CPC event" or participating in a "CPC educational program", as those terms are defined in Airport Transportation Regulations;

"Domestic Service" means scheduled or non-scheduled air services (excluding Charters) for the transportation of passengers and goods between, from and to points wholly within Canada;

"Destination" means the point to which the passengers or goods to be transported on a flight are bound, and in respect of this Tariff, includes only points within Canada;

"Early Show" means a full revenue passenger who requests to travel on an earlier flight scheduled for departure on the same day of travel with the same origin and destination.

"Entity Charter" means a flight operated according to the conditions of an Air Transportation Contract under which:

- a. the cost of transportation of passengers or goods is paid by one person, corporation or organization without any contribution, direct or indirect, from any other person; and
- b. no charge or other financial obligation is imposed on a passenger as a condition of carriage or otherwise in connection with the transportation;

"Event of Force Majeure" - means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, inclement weather, or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

"Fare" means the rate charged to a passenger in respect of a particular class of Domestic Service offered by the Carrier, from time to time, as more particularly set out in Schedule "A";

"Fare class" means a group of fares having the characteristics set out in the first part of Schedule "A".

"Fee", "Charge" or "Surcharge" means an amount of money collected by the carrier from the passenger, distinct from the fare, and either in respect of transportation services or services ancillary to transportation services. Fees and surcharges may be collected by the carrier on its' own behalf or pursuant to an obligation imposed or authorization received from a third party.

"Ferry Flight" means the movement of an aircraft without passengers or goods 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 any type of personal property, including baggage and Cargo, that can be transported by air, including animals, but does not include mail other than in plane load lots;

"Group" means 10 or more passengers traveling together on the same flight from a common point of origin to a common destination.

"Guardian" means an adult over the age of 18 who is responsible for the care and safety of the child(ren) they are transporting

"Infant" means children under the age of 2 years and carried free of charge by an adult sharing the same seat as the infant. Proof of age must be provided and is restricted to one infant per adult passenger;

"Itinerary" means, a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight;

"Live Flight" means the movement of an aircraft with passengers or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination (immediate technical or fuel landings excepted);

"No Show" means a passenger who has missed their scheduled flight's departure that presents themselves to an agent of the carrier more than two hours after their originally scheduled flight has departed.

"Operations and Procedures Manual" means the Carrier's Operations and Procedures Manual in effect;

"Origin" means the point from which a flight commences with passengers and goods to be transported, which, for the purposes of this Tariff, includes only points within Canada;

"Passenger" means a person, other than a member of the air crew, who uses the Carrier's Domestic Service, or the service provided by a Charterer, by boarding the Carrier's aircraft pursuant to a boarding pass issued in respect of an Air Transportation Contract with the Carrier, or with the Charterer;

"Passenger Liability" means the legal liability of the Carrier to any passenger or other person in respect of a passenger, arising from the Carrier's operation, ownership or possession of an aircraft, for:

- a. injury to or death of persons who are passengers;
- b. losses suffered or sustained by a passenger or other person as a result of the Carrier's inability to perform, in whole or in part, the air service contracted for;
- c. damage to or loss of goods in the Carrier's charge; or
- d. losses due to any delay in delivery of any goods in the Carrier's charge.

"Person" means an individual, firm, corporation, association, partnership, or other legal entity, as the context requires or otherwise permits;

"Person with a disability" means a person who, in accordance with the classification system adopted by the World Health Organization and set out in the International Classification of Functioning and Disability; ("the ICF") has an impairment which gives rise to an activity limitation and/or participation restriction. The terms "impairment", "activity limitation" and "participation restriction" have the meanings assigned in the ICF;

“Tariff” means this tariff of fares, rates, charges and terms and conditions of carriage applicable to the provision of Domestic Services and Charters and ancillary services thereto;

“Tax” means an amount of money collected by the carrier from the passenger pursuant to an obligation imposed by governmental authority; and

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

1.2 Currency

All rates and charges published in this Tariff 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 currency amounts published in this Tariff on the basis of local banker’s rates of exchange (for the purchase of such foreign currency), as calculated on the date of signing the Air Transportation Contract.

1.3 Mileage Determination

For the purposes of computing all rates and charges under this Tariff, the mileage to be used, including both Live Flight and Ferry Flight mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the applicable flight, using the following in the order set out below or in combination:

- a. *Air Distance Manual* published jointly by the International Air Transport Association and International Aeradio Limited;
- b. *IATA Mileage Manual* published by the International Air Transport Association;
- c. Skyplan computer flight planning system; airway data source, Jeppeson.

1.4 CTA and Air Transport Regulations

If there is a conflict between this Tariff or any policies of the Carrier, and the CTA or Air Transport Regulations, the provisions of the CTA or the Air Transport Regulations, as applicable, shall apply, but only to the extent of such inconsistency.

1.5 Schedules - Schedules are available upon request.

RULE 2 APPLICATION OF THE TARIFF

2.1 Application

This Tariff shall apply, except where indicated, to the traffic and transportation of passengers and goods using aircraft operated by the Carrier in respect of a:

- a. Domestic Service;
- b. Charter Service; and
- c. Cargo Service.

2.2 Air Transportation Contract Requirement

No Domestic Service, Charter Service or Cargo Service shall be furnished by the Carrier under the terms of this Tariff unless an appropriate written Air Transportation Contract, in the form prescribed by the Carrier, is executed by the passenger and the Carrier in respect of a Domestic Service, the Charterer and the Carrier in respect of a Charter and the Carrier and any person in respect of a Cargo Service.

2.3 Incorporation of Tariff into Air Transportation Contract

The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a passenger (including with respect to the passenger's goods), between the Carrier and the Charterer (including with respect to the Charterer's passengers and goods) and between the Carrier and any other person, and if there is a conflict between this Tariff and that contract, this Tariff shall prevail.

2.4 Conditions of Application

Unless otherwise specified herein, all Domestic Services, Charter Services and Cargo Services provided by the Carrier under this Tariff shall be subject to the rules, rates and charges published or referred to in this Tariff in effect, from time to time, by virtue of the effective date on each page, on the date of signing of an Air Transportation Contract.

2.5 Application of 'Traveler's Rights' Provisions

The Traveler's Rights provisions in the following tariffs do not make the airline responsible for acts of nature or the acts of third parties. The Carrier is legally obligated to maintain the highest standards of aviation safety and cannot be encouraged to fly when it is not safe to do so. Similarly, the Carrier cannot be held responsible for inclement weather, Force Majeure, or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials.

Where there are discrepancies between these tariffs and the intent of the provisions as set out in Transport Canada's 'Flight Rights,' the terms identified in Transport Canada's 'Flight Rights' shall prevail.

**RULE 3
RATES AND CHARGES - DOMESTIC SERVICE****3.1 Domestic Service Rates and Charges**

The rates fees and charges applicable in respect of the provision of Domestic Services from point to point, shall be no greater than those rates set out in Schedule "A" hereto, plus any fees and charges applicable in respect of any goods of a passenger that exceed any weight or space limitations set by the Carrier in respect of each passenger, or in respect of an aircraft, as more particularly set out in Schedule "D", and such other fees and charges which the carrier is entitled:

- a. to levy against a passenger or goods in accordance with the further terms of this Tariff,
- b. or required to levy by an airport authority, government department or agency or any other entity which provides services ancillary to transportation services.

3.2 Payment Terms

- a. All fares are due and payable by a passenger on or by twelve o'clock midnight (Calgary, Alberta time) on the date on which the reservation is made.
- b. Currency for reservations will be determined based on the Point of Sale for reservations made through the Carrier's Reservation Centre and Travel Agencies using an external reservation system (for example Sabre or Apollo), and based on the departure city of the first flight for reservations made through the Carrier's website. For example, a reservation made for travel from Las Vegas to Calgary would be charged in CAD currency through the Carrier's Reservation Centre or a Canadian Travel Agent, however if reserved through the Carrier's website by a Travel Agent or a passenger, the fare would be charged in US currency.

3.3 Passenger Initiated Flight Modifications

All fares except group fares, booked in "G" class, are changeable and cancelable by a passenger up to two (2) hours prior to planned departure of the flight to which such fare relates; provided that, in respect of such change or cancellation, the following shall apply per passenger per modification for:

CANCELLATIONS

- a. where a reservation is cancelled within 24 hours of when it was made, the full amount of the reservation will be refunded to the original form of payment with the exception of cancellations made on the Carrier's website where payment was been made using more than one form of payment. Website cancellations where payment was made using multiple forms of payment will be credited to the passenger as a non-refundable credit
- b. where a one-way ticketed fare is cancelled more than 24 hours after the reservation was made the fare shall be non-refundable, and with the exception of flexible (i.e.: "V" and "Y" fare types), shall be subject to a \$50.00 cancellation charge; however the Carrier shall provide the passenger with a non-refundable credit, valid for one year from the cancellation date, towards the purchase of a future flight
- c. where a round-trip ticketed fare is cancelled more than 24 hours after the reservation was made, the fare shall be non-refundable and with the exception of reservations where all flights are flexible fares (i.e.: "V" and "Y" fare types), shall be subject to a \$50.00 cancellation charge; however the Carrier shall provide the passenger with a Non-refundable credit, valid for one year from the cancellation date, which may be used towards the purchase of a future flight.
- d. in any case where, in accordance with this rule, a passenger is entitled to a non-refundable credit towards the purchase of a future flight, the said credit shall include all amounts paid by the passenger, in association with the fare, as fees, charges, surcharges or taxes. The non-refundable credit shall be valid for one year from the date of the credit's creation and may be used towards the purchase of a future flight.
- e. notwithstanding the above, the Carrier reserves the right to waive, in whole or part, the payment by any passenger of a cancellation fee.

CHANGES

- a. where a reservation is changed through the Carrier's reservation centre within 24 hours of when the reservation was made, the passenger shall not incur a change fee
- b. where a reservation is changed through the Carrier's website within 24 hours of when the reservation was made, the passenger shall incur a change fee of \$50.00.
- c. where a reservation is changed more than 24 hours after it was made, passengers shall incur a change fee of \$50.00 payable for all fares other than flexible fares (i.e.: "Y" and "V" fares) per person.
- d. where a change results in a passenger paying a higher fare, then the passenger shall pay the change fee plus the difference in fare.
- e. where a change results in a passenger paying a lower fare, the passenger shall pay the change fee of \$50.00 (when applicable) with any remaining difference either (1) refunded to the passenger or credited to a Travel Bank credit as under Section 3.3 Passenger Initiated Flight Modifications, Cancellations, Sub Section A, or (2) placed in a non-refundable credit if the reservation change is made more than 24 hours after the time the reservation was made. Changes resulting in a non-refundable credit will be valid for one year from the cancellation date and may be used towards the purchase of a future flight.
- f. in any case where, in accordance with this rule, a passenger is entitled to a non-refundable credit towards the purchase of a future flight, the said credit shall include all amounts paid by the passenger, in association with the fare, as fees, charges, surcharges or taxes. The non-refundable credit shall be valid for one year from the date of the credit's creation and may be used towards the purchase of a future flight.
- g. notwithstanding the above, the Carrier reserves the right to waive, in whole or part, the payment by any passenger of a change fee.

EARLY SHOW

- a. passenger(s) who arrive prior to their scheduled flight where an earlier flight on the same calendar day for the same origin and destination are available may upon request, and based on availability, travel on the earlier flight for a fee of \$50.00.

NO SHOWS

- a. the fares and fees associated with a reservation of passengers who fail to show up for the flight to which the fare relates and do not otherwise cancel their reservation or change their reservation within two (2) hours of such flight, shall be non-refundable and non-creditable towards future flights.
 - b. if following the first segment of a round-trip fare, the passenger fails to complete the round-trip or second segment of that fare, the round-trip fare shall be non-refundable and non-creditable.
 - c. when a round trip or multi-segment reservation has been made and a passenger fails to honour his or her reservation for the first segment, the Carrier will cancel the return portion or the continuing portion of the passenger's reservation without notification. All monies for the remaining segments are forfeited and no compensation shall be issued.
 - d. in any case where, in accordance with this rule, a fare is non-refundable, fees, charges, surcharges and taxes paid by the passenger in association with the fare shall likewise be non-refundable.
 - e. in any case where, in accordance with this rule, a passenger is not entitled to a credit in respect of a fare, the passenger shall likewise not be entitled to a credit in respect of fees, charges, surcharges and taxes paid by the passenger in association with the fare.
 - f. notwithstanding the above, the Carrier reserves the right to accommodate passengers who fail to show up for the flight on a later flight, or provide a non-refundable credit towards a future flight.
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3.3 (1) Group Fares;

- a. to qualify for a group fare, 10 or more passengers must travel together on the same flight from a common point of origin to a common destination.
 - b. the Carrier requires a \$50.00 CAD deposit per person at the time of booking. This deposit is non-refundable and non-creditable in the event of cancellation, however the deposit is not applicable toward final payment and once final payment is received the deposit will be refunded to original form of payment.
 - c. payment in full is required for all group bookings 30 days prior to departure.
 - d. name changes made within 24 hours prior to departure shall be assessed a change fee of \$50.00 per name changed.
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RULE 4
CARRIER SCHEDULE CHANGES, DELAYS AND CANCELLATIONS - DOMESTIC SERVICE

4.1 Carrier Schedule Changes and Cancellation / Refund Terms

The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which fares in respect of a Domestic Service have been paid, at any time and from time to time, for any reason, without notice to any passengers affected thereby and, in connection therewith, THE CARRIER SHALL NOT BE LIABLE TO ANY PASSENGER in respect of such cancellation or change, whether or not resulting from an Event of Force Majeure; provided that, the Carrier may and reserves the right, at its sole discretion, to provide any passengers affected by such cancellation or change with:

- a. a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was canceled; or
- b. to otherwise refund to such passenger, an amount which shall not be greater than the fare paid by that passenger in respect of that flight.

4.2 Communications for Schedule Changes

The Carrier will make reasonable efforts to inform passengers of delays and schedule changes and to the extent possible, the reason for the delay or change.

For schedule changes, passengers will be communicated:

- a. Immediately via email (if included in the Reservation). Passengers who do not respond will be emailed again
- b. By phone where an email address is not available
- c. The general information needed on how to contact the carrier in regards to the schedule change.
- d. Alternate arrangements will be made if the new flight time is inconvenient

4.3 Delays

- a. The Carrier will provide meal vouchers for any posted or estimated departure delay of 2 or more hours up to a maximum of 3 meal vouchers per day.
- b. The Carrier will provide a hotel voucher and 1 meal voucher and airport transfers for passengers who are delayed overnight and who did not start their travel at that airport.
- c. The Carrier will provide drinks and snacks if it is safe, practical and there is adequate time to do so when a delay is experienced on the aircraft
- d. If a passenger misses their original down line connection to another flight (same Carrier) as a result of a delay the Carrier will re-accommodate the passenger to the next available seat on the Carrier's next available flight to the same destination.
- e. If the passenger is already on the aircraft when a delay occurs, the airline will offer drinks and snacks if it is safe and practical to do so. If the delay is deemed to be controllable by the airline and the delay exceeds 90 minutes the airline will return to gate to provide its passengers with the option to disembark if it is safe and practical to do so.

4.4 Carrier Cancellation Options

When a flight is cancelled:

- a. Passengers will be re-accommodated to the next available seat on the Carrier's next available flight or Passengers who choose not to travel with the Carrier will be provided with a travel credit for any unused portion of their flight;
- b. Passengers will be re-accommodated on an alternate Carrier by the Carrier where the airline deems the alternative re-accommodation, change or cancellation options to be unreasonable. The option to transport passengers on alternate Carriers as a result of delay or cancellation will be provided at discretion of the Carrier;
- c. Passengers who choose to purchase a seat and travel on an alternate Carrier will be refunded or given the full amount of their flight in a WestJet Travel Bank credit for any unused portion of their WestJet flight at the discretion of the Carrier

4.5 Communications for Delays and Cancellations**1. Passengers will receive delay or cancellation information:**

- a. Via the Carrier websites
- b. Before arriving at the airport (time permitting and where accurate contact information is available).
- c. At the airport during check-in
- d. At the airport by departure and arrival screens
- e. At the airport by re-directing self serve (e.g. kiosk) passenger to a Carrier representative
- f. At the airport by Carrier announcements. Status updates will be provided every 10 - 30 minutes before boarding
- g. On the aircraft every 10 minutes (when safe for pilots to do so)

2. Delay or Cancellation information will include:

- a. The reason for the delay or cancellation
- b. The length of the delay (if available)
- c. Available re-accommodation options

4.6 Compensation for Delays and Cancellations

The Carrier will provide an apology email to and/or compensate applicable full-revenue passengers who are delayed into their final destination as a result of a controllable IROP based on the following criteria:

- a. All passengers that experience a controllable delay between 120 minutes and 179 minutes into their final destination will receive an email apologizing for the inconvenience and providing them with an opportunity to share their feedback via the Carrier's website
 - b. Passengers traveling on short haul flights (0-300 miles) that experience a controllable delay of 180 minutes or more into their final destination will receive an email apologizing for the inconvenience and providing them with an opportunity to share their feedback via Carrier's website in addition to a \$100 WestJet IROP credit file.
 - c. Passengers traveling on medium haul flights (301-1000 miles) or long haul flights (over 1001 miles) that experience a controllable delay of 180 minutes or more into their final destination will receive an email apologizing for the inconvenience and providing them with an opportunity to share their feedback via Carrier's website in addition to a \$200 WestJet IROP credit file.
 - d. The Carrier will determine whether or not an IROP is controllable and to identify which guests are eligible for IROP compensation based on the above criteria.
-

**RULE 5
RATES AND CHARGES - CHARTERS**

5.1 Charter Service Rates and Charges

The rates and charges applicable in respect of the provision of Charter Services (the "Charter Fee") shall be as agreed to by the Charterer and the Carrier; provided that, such Charter Fee shall, at a minimum, be comprised of rates and charges payable with respect to the matters set out and identified in Schedule "C" of this Tariff.

5.2 Payment Terms

The Charter Fee shall be paid by the Charterer to the Carrier (or to any person whom the Carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such Charter) as follows:

- a. 25% of the Charter Fee shall be paid upon execution of the relevant Air Transportation Contract; and
- b. the balance of the Charter Fee is due and payable thirty (30) days prior to planned departure.

5.3 Charterer Cancellation, Change and Refund Terms

Unless otherwise agreed to, in writing, by the Charterer and the Carrier, all Charters are cancelable by a Charterer, and may be changed by a Charterer on the following terms and conditions:

- a. if a Charter Service is cancelled:
 - i. more than thirty (30) days prior to planned departure, the cancellation fee shall be a sum equal to ten (10%) percent of the total Charter Fee;
 - ii. equal to or less than thirty (30) days and up to twenty-four hours prior to planned departure, the cancellation fee shall be a sum equal to twenty-five (25%) percent of the total Charter Fee; and
 - iii. less than twenty-four (24) hours prior to planned departure, the cancellation fee shall be a sum equal to fifty (50%) of the total Charter Fee;
- b. the Carrier shall use all commercially reasonable efforts to accommodate any changes to an Air Transportation Contract in respect of a Charter Service requested by a Charterer; provided that, the Charterer shall be liable to the Carrier for any excess charges incurred, suffered or sustained by the Carrier as a result of such change, and provided further that, the Carrier shall not be liable to the Charterer for any losses it may suffer should the Carrier be unable, in accordance with the terms of this subsection 4.3(b), to accommodate the changes requested by the Charterer.

5.4 Carrier Cancellation, Change and Refund Terms

The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which Charter Fees have been paid, at any time and from time to time, for any reason, on notice to the Charterer but without notice to any passengers affected thereby, and in connection therewith, the liability of the Carrier to the Charterer shall be limited by the terms of any Air Transportation Contract entered into by the Carrier and the Charterer in respect thereof; provided that, if the Air Transportation Contract is silent on any matter or issue of related to the Carrier's rights under this Article 4, then the provisions of this Article 4 and Article 6.1 shall govern and prevail.

5.5 Carrier's Right to Substitute Aircraft

If, for any reason, the Carrier is unable to supply the aircraft which was the subject of the Air Transportation Contract between the Charterer and the Carrier at anytime prior to or during the provision of the agreed upon Charter Service, the Carrier may furnish another aircraft of the same type or, with the consent of the Charterer, may substitute any other type of aircraft, on the same terms and conditions (including rates and charges) as specified in the Air Transportation Contract, except as follows:

- a. If the substituted aircraft is capable of carrying more passengers and goods than the original aircraft chartered, the passengers and goods which may be carried in the substituted aircraft shall be no greater than originally contracted for unless the Charterer agrees to pay the increased rates and charges applicable to the substituted aircraft; and
 - b. if the substituted aircraft is smaller than the original aircraft chartered, the rates and charges payable by the Charterer in respect of the Charter Service shall be based upon the rates and charges applicable to the type of substituted aircraft.
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RULE 6 RATES AND CHARGES - CARGO SERVICE

6.1 Cargo Service Rates and Charges

Except as may be provided in any Bulk Cargo Service Agreement, as defined in section 6.2 below, the rates and charges (the "Cargo Fees") applicable in respect of the provision of Cargo Services from point to point, shall be no greater than those rates and charges set out in Schedule "D1" hereto.

6.2 Bulk Cargo Service Agreement

For the purposes of this Rule 6, a "Bulk Cargo Service Agreement" is an agreement entered into between the Carrier and any person for the transportation of Cargo, in bulk, under the terms of an agreement entered into between the parties for that purpose. If there is a conflict between the Bulk Cargo Service Agreement and this Tariff (including in relation to Cargo Fees), the terms of the Bulk Cargo Service Agreement shall prevail.

6.3 Payment Terms

All Cargo Fees are due and payable by a person immediately upon acceptance by the Carrier of the Cargo for transportation.

6.4 Refunds

If, after acceptance of any Cargo for transportation, the Carrier, or any person, refuses or otherwise determines that the Cargo will not be transported by the Carrier, all Cargo Fees in relation to the Cargo shall be fully refundable and the LIABILITY OF THE CARRIER TO THAT PERSON SHALL IN NO EVENT EXCEED THE CARGO FEES PAID BY THAT PERSON ON ACCOUNT OF THE CARGO.

**RULE 7
CONDITIONS OF CARRIAGE****7.1 Conditions of Carriage**

The conditions of carriage set out in this Rule 5 shall apply to all Domestic Services, Charter Services and Cargo Services provided by the Carrier under this Tariff.

7.2 Carriage of Passengers

Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport or remove from an aircraft at any time, any person if such refusal or removal is, in the Carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, passengers, the Carrier's employees or agents, the aircrew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over.

The Carrier may, in its reasonable discretion, impose those sanctions described in Rule 7.2(e) including the imposition of conditions in respect of future travel or the imposition of a temporary, indefinite, or permanent travel ban on a passenger who has engaged in any conduct or behaviour more fully described in Rule 7.2(e). In particular, without limiting the generality of the foregoing, the following rules apply with respect to the boarding or transportation of passengers by the Carrier:

a. Air Transportation Contract

No passenger shall be entitled to board an aircraft of the Carrier except on presentation of a valid boarding pass issued pursuant to an Air Transportation Contract, which, subject to the provisions of this Tariff, shall entitle the passenger to transportation only between the points of Origin and Destination specified therein, and in connection therewith:

- i. reservations for which fares have been paid and an itinerary issued, shall be binding upon the passenger and the Carrier; but will not be valid for boarding or transportation purposes until the passenger has secured a confirmed boarding pass;
- ii. reservations, itineraries, and boarding passes are non-transferable;
- iii. a boarding pass shall only be effective for the flight to which such boarding pass relates;
- iv. Seat assignments are not guaranteed and are subject to change without notice.
- v. if a boarding pass is lost, the passenger shall be liable for purchasing a new boarding pass and may, upon application to the Carrier, request a refund in respect of the lost boarding pass. Such refund, less any applicable cancellation or change fees, shall be made by the Carrier if the boarding pass has not otherwise been honored for transportation or refunded to any other person, and the passenger agrees to indemnify the Carrier for any loss or damage which the Carrier may sustain as a result of making such refund.

b. Oversold Flights

When seats are oversold on flight, passengers will be:

- i. Re-accommodated on the next available flight when time permits, or;
- ii. Asked to volunteer to be re-accommodated on another flight, or
- iii. Selected for re-accommodation based on time of check-in and identified guest requirements (e.g. SSR codes, available re-accommodations)
- iv. Issued a WestJet Travel Bank credit for the base fare amount of their original flight (where two passengers volunteer, but only one volunteer is required both passengers receive a WestJet Travel Bank credit).

c. Carrier Overbooking and Other Space and Weight Limitations

Passengers will only be carried within the space and weight limitations of the Carrier's aircraft, and the Carrier reserves the right to deny boarding or transport to any person in order to comply with such limitations. If this policy results in a passenger being denied boarding on an aircraft for which such passenger has paid a fare, then the following shall apply:

- i. if the passenger has not checked in at least thirty minutes before planned departure, the passenger shall forfeit his or her right to obtain a refund of any fare paid in respect of the flight;
- ii. if the passenger is denied boarding after checking in at least thirty minutes before planned departure, such passenger shall, where possible, be offered:
 1. boarding and transportation on another flight offered by the Carrier at a later time to such passenger's original Destination, free of charge; or
 2. a full refund of the fare paid by that passenger in respect of the flight;
- iii. if a passenger elects to board another flight offered by the Carrier at a later time, and such flight is within forty-eight (48) hours of the original flight, such passenger shall, as circumstances warrant, be entitled to be compensated for taxi to and from the airport to a suitable hotel (if the later flight is not on the same day as the original flight). Accommodations (if required) will be selected by the Carrier, and meals will be provided to such passenger at no extra charge.

d. Safe Travel

WestJet is not responsible for acts of nature or the acts of third parties. WestJet is legally obligated to maintain the highest standards of aviation safety and cannot be encouraged to fly when it is not safe to do so. Similarly, WestJet cannot be held responsible for inclement weather or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials.

- i. There is nothing more important to WestJet than the safety of its passengers and employees. WestJet will never knowingly put anyone at risk for any reason. If there ever is, or we suspect there is, any situation that might put anyone in harms way we will make decisions and take actions to remove the risk. As such, WestJet will not:
 1. Depart or fly if it is not safe to do so
 2. Attempt an arrivals approach if it is unsafe

e. Carriage of Persons with Disabilities

- i. A person with a disability who requires special assistance should make a reservation at least 24 hours in advance of travel, 48 hours in advance of travel for One Person One Fare (OPOF) applications, and should advise Carrier of the nature of his/her disability and the nature of the assistance required. Carrier will make a reasonable effort to accommodate persons with disabilities who fail to make reservations 24 hours (48 hours for OPOF applications) in advance.
- ii. Carrier will accept a person's declaration of self reliance, will not refuse to provide transportation to a person with a disability, and will not impose any special conditions on the carriage of a person with a disability, except in the following circumstances:

1. Carrier may refuse to provide transportation to any person on the basis of safety.
 2. Carrier may refuse to provide transportation to any person if carriage of that person would result in the violation of any applicable law.
 3. Carrier reserves the right to require clearance, as a condition of travel, in accordance with procedures established by Carrier, if the transportation of a person involves any unusual risk or hazard to the passenger or to other persons (including, in the case of a pregnant passenger, unborn children), for the purpose of determining whether the person requires an assistant by reason of the provisions of this Rule or for the purpose of determining whether the person qualifies for extra seating pursuant to the provisions of this Rule.
 4. Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows or over wing emergency exit rows.
 5. The number of persons with disabilities on a single flight may be limited based on passenger safety considerations, aircraft specifications, and airport handling facilities available at departure or arrival airports.
 6. Carrier may require that an assistant accompany a passenger with a disability as a condition of providing transportation if the passenger is not able to care for all his/her physical needs during the flight and requires special or unusual attention beyond that afforded to the general public. However, nothing in this Rule shall have the effect of requiring a person with a disability to travel with an assistant as a condition of receiving those services mandated by Part VII of the *Canadian Transportation Regulations*.
 7. Carrier may require that an assistant accompany a passenger with a disability as a condition of providing transportation if Carrier determines that such an assistant is essential for safety in the following circumstances:
 - a. When the passenger, because of a mental disability, is unable to comprehend or respond to safety related instructions;
 - b. When the passenger has impairments which affect both his/her hearing and vision with such severity that the passenger is not able to establish a means of communication with the carrier's personnel sufficient to receive, assimilate and respond to safety related instructions;
 - c. When the passenger has mobility impairment as severe as to be unable to assist in his/her own evacuation or don an oxygen mask in the case of a decompression.
 8. In circumstances where an attendant is required by reason of the provisions of this Rule, the carrier will not charge a fare for the seat occupied by the assistant.
 9. In circumstances where a person with a disability requires extra seating to accommodate the person's disability, the carrier will charge a fare for only one seat, regardless of the number of seats required to accommodate the person's disability.
- (a) In addition to the regular free baggage allowance, the Carrier will accept the following items as priority checked baggage without charge:
- (1) wheelchairs with non-spillable dry cell batteries, including lead acid, with terminals disconnected and taped.
 - (2) wet cell batteries and the Carrier will arrange for it to be packaged in an approved leak proof container. The Carrier will be responsible for the disconnection and reconnection of any such acceptable mobility aids as required with appropriate notice as per section (c) above.
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- (3) scooters in the same manner as wheelchairs. Passengers will be required to check their scooter in and transfer to a wheelchair provided by the Carrier. Adequate time is needed to disconnect/connect and dismantle and reassemble the scooter before and after the flight and the Carrier shall make best efforts to perform this task in a timely manner.
 - (4) other mobility aids: WestJet will accept walkers, canes, crutches, prostheses, communication devices and other medical devices at no extra charge and in addition to the baggage allowance. Walkers, crutches and canes may be retained by the passenger while in Flight, if they are stowed away safely.
- (b) 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 as having been trained by a professional service animal institution. Such an animal may not occupy a seat in the aircraft, however the carrier will provide enough space for the animal. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. The carrier recommends a person traveling with a service animal book a minimum 48 hours prior to departure, however, the carrier will do all possible to accommodate bookings inside of 48 hours from departure.
 - (c) If a mobility aid is damaged or lost, the Carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the 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.
 - (d) If a damaged aid cannot be repaired or is lost and cannot be located with 96 hours after the passenger's arrival, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.
 - (e) The Carrier will accept for transportation without charge, a maximum of two passengers per flight, to each bring up to two (2) oxygen cylinders containing gaseous oxygen only for personal use onboard the aircraft. The passenger is recommended to provide a doctor's certificate or note stating they are acceptable for travel. Passengers should also verify with their physician or oxygen supplier that their oxygen supply will last for the duration of the flight.
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(f) The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

- assisting with registration at the check-in counter;
- assisting in proceeding to the boarding area;
- assisting in boarding and deplaning;
- assisting in stowing and retrieving baggage;
- assisting in moving to and from an aircraft lavatory;
- assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
- transferring a person between a mobility aid and the person's passenger seat;
- providing limited assistance with meals and inquiring periodically during a flight about a person's needs; and
- briefing individual passengers with disabilities and their escorts on emergency procedures and the layout of the cabin.

(g) Acceptance of Mobility Aids

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

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

Where space permits, the carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin during the flight. Mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

h) Boarding and Deplaning

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers). If requested, the carrier and airport authorities will make arrangements for assisting persons with disabilities with outbound/inbound governmental clearance and with baggage delivery.

i) Communication of Information

The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the flight attendant along with other special instructions.

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.

j) Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the carrier and airport or ground handling staff will inquire periodically about their needs.

k) Seating Assignment

When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

The carrier will provide appropriate seating for persons with disabilities. However, such seating must not be in an emergency exit row, or bulkhead aisle seat, which is defined as a row that provides direct access to an exit without going into an aisle or is designated for an able bodied person.

Persons with disabilities and their attendants will, if they so request, be seated together or in other seating arrangements of their choice.

l) Written Confirmation

Whenever possible, the carrier will indicate in the record of a person's reservation any services that it will provide to that person, and will also supply a written confirmation of such services.

f. Carriage of Children

a) **Unaccompanied** – The Carrier does not offer an unaccompanied minor service. Please see Rule 10 on the Guardian Fare for details on new provisions to replace the unaccompanied minor program.

b) **Accompanied**

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.

c) **Infants**

An infant under 2 years of age not occupying a seat and accompanied by a passenger at least 12 years of age will not be charged a fare, however they will be charged for the USDA's Animal and Plant Health Inspection Service (APHIS) User Fees and Immigration User Fee on flights to the United States. A birth certificate is required for all infants under the age of two, other documents such as letter of travel consent signed by parent(s) or guardian(s) may also be required.

If a lap held infant turns two years old within 30 days of the return flight, the carrier will not charge a fare for the return flight. However there will be a charge on the taxes and surcharges the carrier is required to submit.

g. Passenger Conduct/Behavior

Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:

- i. significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board an aircraft of the Carrier ;
- ii. engaging in belligerent, lewd or obscene behavior toward a passenger or employee or agent of the Carrier;
- iii. threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of the Carrier;
- iv. tampering with or willfully damaging an aircraft, its equipment or other property of the Carrier;
- v. failing to comply with all instructions, including all instructions to cease Prohibited Conduct, given by the Carrier's employees;
- vi. unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft;
- vii. smoking or attempted smoking in an aircraft;
- viii. wearing or carrying dangerous or deadly weapons on aircraft (other than on duty escort or peace officers who have complied with the Carrier's guidelines).

h. Sanctions

The Carrier may impose sanctions on any person who engages in or has engaged in any conduct or behavior on the Carrier's aircraft, or to the knowledge or reasonable belief of the Carrier , on any airport property or other carrier's aircraft, that the carrier determines, in its reasonable judgment, may have a negative effect on the safety, comfort or health of that person, passengers, the Carrier's employees or agents, aircrew or aircraft or the safe operations of the Carrier's aircraft (the "Prohibited Conduct").

The sanctions the Carrier may impose on a person may be any one or combination of the following:

- i. written or verbal warning;
- ii. refusal to permit boarding of an aircraft;
- iii. removal from an aircraft at any point;
- iv. requiring the person, to undertake in writing to refrain from repeating the Prohibited Conduct in question and from engaging in any other Prohibited Conduct as a prerequisite to further travel with the Carrier during the probationary period that will not normally exceed one year;
- v. refusal to transport the person on a one time basis, for an indefinite period or permanently, as determined by the Carrier.

The Carrier reserves the right, in its reasonable discretion, to impose the sanction or sanctions it considers appropriate in the circumstances of each case considering the severity of the Prohibited Conduct. Prohibited Conduct described in paragraphs A iii, iv, vi, or viii will usually entail the imposition of an indefinite or permanent ban from travel with the Carrier. The Carrier's customer care staff, security staff, airport customer service staff and aircrew are individually authorized in their reasonable discretion to impose sanctions described in paragraphs i, ii, or iii above. Members of the Carrier's customer care and security departments are authorized in their reasonable discretion to impose sanctions described in paragraphs iv or v above and will review the circumstances of each case prior to their imposition of any such sanctions. The Carrier will provide a person with written notice of the imposition of a sanction under paragraphs B iv or v above. Any person who is given a sanction pursuant to paragraph B v. may respond in writing to the Carrier with reasons why the Carrier should remove the sanction. The Carrier may remove a sanction imposed on a person pursuant to paragraph v, if, in the Carrier's reasonable discretion, and considering the person's previous conduct, the Carrier determines that the person will not engage in further Prohibited Conduct and the Carrier will communicate its decision to the person within a reasonable time.

Despite anything written elsewhere in this tariff the Carrier's sole liability to a person whom the Carrier refuses to carry following an incident of Prohibited Conduct is to provide a refund to the person of the unused portion of the person's fare. Please refer to Rule 7 for details.

7.3 Liability of Carrier for Refusing Carriage of a Passenger

Except as otherwise provided for in this Rule 5 and to the extent permitted by law, THE CARRIER SHALL NOT BE LIABLE TO ANY PASSENGER or other person for refusing to board or transport that passenger or any person on an aircraft of the Carrier or for otherwise removing a passenger from the aircraft at any point in the flight; nor shall the Carrier be liable to any of the passengers or other person for exercising its discretion not to refuse to board or transport or remove any passenger or other person on or from the aircraft.

7.4 Carriage of Goods

Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport any goods, or to remove goods from the aircraft, if such refusal or removal is, in the Carrier's sole discretion, necessary or desirable for reasons of the health or safety of the passengers, the air crew, or the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over. In particular, without limiting the generality of the foregoing, the following rules apply with respect to the carriage of goods by the Carrier:

a. Right to Inspect

The Carrier reserves the right to physically inspect all goods which are intended to be transported on the Carrier's aircraft and if any passenger or other person refuses to allow the Carrier to make such inspection, the Carrier shall not be obligated to carry or transport those goods.

b. Space and Weight Limitations

The carriage of all goods are subject to the space and weight limitations of the aircraft and the Carrier's per passenger carry-on policy and checked baggage policy under the provisions of the Carrier's Operations and Procedures Manual.

c. Acceptance of carry on baggage

- i All carry-on baggage must be stored in an overhead bin or placed completely under the seat directly in front of the passenger.
- ii The Carrier accepts two (2) items per fare paying passenger with the exception of passengers travelling to Montego Bay, where the limit is only one (1) carry on item.
- iii Carry-on baggage size and weight may not exceed:
Item 1 - 10 kg (22 lb.) Maximum size of 55 cm x 23 cm x 40 cm (21.5 in. x 9 in. x 15.5 in.)
Item 2 - 10 kg (22 lb.) Maximum size of 43 cm x 16 cm x 33 cm (16.5 in. x 6 in. x 13 in.)

d. Acceptance of checked baggage

- i The Carrier will accept checked baggage for a passenger only for the flight on which the passenger is travelling. The carrier will not check baggage to a final destination other than the one indicated on the passenger's reservation.
 - ii All baggage must have a baggage tag attached with the passenger's current name, address and contact telephone number.
 - iii Checked baggage may weigh up to 23 kg (50 lbs) with combined length + width + height dimensions of 157 cm (62"). See section 7.4 e for Acceptance of Additional and Excess Baggage.
 - iv For each fare paying passenger travelling before January 19, 2011, the Carrier's permits a free checked baggage allowance of two (2) items.
 - v For each fare paying passenger travelling after January 19, 2011 on flights booked before November 3, 2010, the Carrier permits a free checked baggage allowance of two (2) items.
 - vi For each fare paying passenger travelling after January 19, 2011 on flights booked after November 3, 2010, the Carrier permits a free checked baggage allowance of one (1) item.
 - vii For lap-held infants, the Carrier permits up to two (2) pieces of infant equipment (for example, an approved infant restraint system, playpen, or stroller) in addition to the adult fare paying passenger's free checked baggage allowance.
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- viii. For children or an infant in a paid seat, the Carrier will permit the free checked baggage allowance which is applicable for the date of travel as outlined in section 7.4 d PLUS one (1) piece of child/infant equipment (for example, an approved child restraint system, playpen or stroller).

e. **Acceptance of Additional and Excess Baggage**

The carrier will accept additional and excess baggage on a space-available basis within the following restrictions:

- i) A **second, third or fourth piece** of checked baggage within the weight and size limits defined in section 7.4 d will be charged according to the fee tables below with the exception of passengers travelling to Montego Bay, where a maximum of two checked bags are permitted.
- ii) **Oversized** baggage in excess of the combined dimensions of 157 cm (62 inches) but not exceeding 203 cm (80 inches) will be accepted to all destinations (except Montego Bay), subject to the fees in the tables below. Baggage with combined dimensions exceeding 203 cm (80 inches) will not be accepted for transport.
- iii) **Overweight baggage:** more than 23 kg (50 lbs) but not exceeding 45 kg (100 lbs) will be accepted to all destinations (except Montego Bay), subject to the fees in the tables below. Baggage over 45 kg (100lb) will not be accepted for transport.
- iv) **Combined excesses:** An item of baggage that exceeds the free baggage allowance, is oversize or overweight will be subject to all applicable combinations of fees.

Baggage type	Booked before November 03/10	Booked on or after November 03/10
1st checked bag	Free	Free
2nd checked bag	Free	\$20
3rd checked bag	\$50	\$50
4th checked bag	\$50	\$50
Oversize baggage	\$50	\$50
Overweight baggage	\$50	\$50

- i. The Carrier collects fees for checked sporting equipment in excess of the free checked baggage limits applicable for the date of travel outlined in section 7.4 d. Additional oversize and overweight fees will apply with the following exceptions.

Sporting Equipment exemptions	Oversize	Overweight
Fishing Rods	Exempt	\$50
Golf clubs	Exempt	\$50
Skis/snowboard	Exempt	\$50
Hockey equipment	Exempt	Exempt
Football equipment	Exempt	Exempt

f. ***Inappropriately Packaged Goods and Goods Unsuitable for Flight***

The Carrier reserves the right to refuse to board or transport any goods which, in the Carrier's sole opinion, are not appropriately packaged for flight or which are otherwise unsuitable for flight for any reason, including the weight, size or character of the good or to otherwise prohibit the use of such good on the aircraft.

g. ***Cargo***

In addition to the above, the following conditions of carriage apply to the provision of Cargo Services to any person:

- i. for the purposes hereof, the term "Cargo" and "Cargo Service" do not include, and the Carrier has no obligation to any person, to carry the following classes of goods,
 - a. fragile goods;
 - b. live animals;
 - c. liquids;
 - d. dangerous goods; and
 - e. goods weighing in excess of 25 lbs.
- ii. the determination of whether or any goods come within the above noted prohibited classes lies solely with the Carrier, and the decision of the Carrier shall be conclusive, final and binding, and may not be challenged by any person.

7.5 Carrier's Liability for Refusing Carriage of Goods

Except as otherwise provided for in this Rule 5 and to the extent permitted by law, THE CARRIER SHALL NOT BE LIABLE TO ANY PASSENGER or other person for refusing to board or transport any goods of that passenger or other person or for otherwise removing such goods from the aircraft at any point in a flight; nor shall the Carrier be liable to any of the passengers or other person for exercising its discretion not to refuse to board or transport or remove any good on or from the aircraft.

7.6 Baggage Delays

If the baggage does not arrive on the same flight as the passenger, the airline will:

- i. After the initial 24 hours, authorize incidental expenses up to \$25/per day for up to a maximum of 5 days and reimbursement options will be provided upon submission of receipts (deductible from the total settlement outline in part "vi" of this section)
- ii. Contact the passenger on a regular basis to provide updates
- iii. Deliver located baggage to the passenger at their residence/hotel, or
- iv. Provide a \$100 WestJet Travel Credit (valid for 1 year) to passengers who opt to collect their baggage at the airport
- v. Assign the file to Central Baggage Services to investigate after 5 days have elapsed
- vi. After a 21 day delay, provide a settlement in accordance with the following rules:
 1. if no value is declared per Rule 7.7, the settlement will be for the value of the delayed baggage or 1131 SDR (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800), whichever is the lesser, and
 2. if value is declared per Rule 7.7, the settlement will be for the value of the delayed baggage or the declared sum, whichever is the lesser.

In any case, the carrier may, in its sole discretion, issue a WestJet Travel Credit in addition to the compensation provided for in subparagraphs (vi) 1 and 2.

7.7 Baggage Liability Limit

If the luggage does not arrive on the same flight as the passenger, the Carrier will take steps to deliver the luggage to the passenger's residence/hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of the luggage and will ensure the passenger has their incidentals covered or an overnight kit as required. Compensation will be provided as per below.

Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of 1131 Special Drawing Rights as ordered by the Canadian Transportation Agency, except for mobility aids, unless the passenger at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with this Rule.

Regarding objects of which the passenger takes charge himself/herself the liability of the carrier is limited to 1131 Special Drawing Rights per passenger, including checked baggage and goods.

For the purpose of settlement of claims and in the event of an action against the carrier, any sum in Special Drawing Rights shall be converted into Canadian dollars by converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

The passenger shall be entitled to make, in writing and at the time the baggage is handed over to the carrier, a special declaration of interest in delivery at destination (declared value). In any such case, the passenger shall be required to pay a supplementary charge, which shall be calculated as follows:

- i. No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- ii. For that part of the declared value which does exceed basic carrier liability, a charge of CAD\$10.00 shall be payable per declaration.

If the passenger makes such a declaration and pays the supplementary charge, the carrier will be liable to pay a sum not exceeding the amount of the declared value, unless it proves that the amount of the declared value is greater than the passenger's actual interest in delivery at destination.

The passenger may declare a value in excess of basic carrier liability for the checked baggage to a maximum total liability of CAD\$3,000.00, including basic carrier liability.

In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven (7) days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty one (21) days from the date on which the baggage has been placed at his disposal. In the case of loss the complaint must be made at the latest within 30 days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

RULE 8
CARRIER'S LIMITATION OF PASSENGER AND GOODS LIABILITY

8.1 Limitation of Passenger and Goods Liability

Unless stated to the contrary herein, and to the extent permitted by law, the Carrier's Passenger Liability in respect of the provision of any Domestic Service or Charter Service, howsoever caused, including negligence of the Carrier, shall not exceed the limits set out in this sub-section, as follows:

- a. for injury or death to a passenger, damages in an amount not exceeding \$100,000 exclusive of legal fees and costs, per passenger, per incident;
- b. for damages suffered or sustained by a passenger as a result of the Carrier's inability, in whole or in part, to perform its obligations under any Air Transportation Contract related to a Domestic Service:
 - i. in respect of a matter otherwise dealt with in this Tariff, the amount specified in that provision;
 - ii. in respect of an Event of Force Majeure, the Carrier shall have no liability to a passenger or other person affected thereby; provided that, in such case, the Carrier may, in its sole discretion, and without any obligation on its part, offer such affected passenger, or other person:
 - (1) a credit, valid for one year from the cancellation date, towards the provision of a fare relating to a future flight, which credit shall be equal to the original fare which was canceled; or
 - (2) to otherwise refund to such passenger, an amount which shall not be greater than the fare paid by that passenger in respect of that flight;
- c. for damages suffered or sustained by a Charterer as a result of the Carrier's inability, in whole or in part, to perform its obligations under any Air Transportation Contract related to a Charter Service:
 - i. in respect of a matter otherwise dealt with in this Tariff, the amount specified in that provision;
 - ii. in respect of an Event of Force Majeure, the Carrier shall have no liability to a Charterer affected thereby, and;
 - iii. otherwise than due to an Event of Force Majeure, the Carrier's liability to the Charterer shall be limited to the amount of monies paid by the Charterer to the Carrier in respect of the Charter Service;
- d. for damage to goods (including Cargo) in the Carrier's charge or otherwise for damages suffered or sustained due to the loss of or delay in delivering the goods, the lesser of the actual value of such proven damages, or losses and the sum of 1131 SDRs.00 per passenger, per incident. Note – this limitation does not apply to mobility aids.
- e. All baggage must be suitably externally identified and packed in suitcases or similar containers in order to ensure safe and convenient carriage with ordinary care and handling.
- f. WestJet shall not be liable for the destruction, loss, damage, or delay in delivery of any property which is not acceptable for transportation in accordance with Rule 7 or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property including damage or delay to perishable items or loss or delay of unsuitably or inadequately packed items, to the extent that the destruction, loss or damage resulted from the inherent defect, quality or vice of the baggage, or, in case of delay, that the carrier, its agents, and servants took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures. This exclusion is applicable whether the non acceptable property is included in the passenger's checked baggage with or without knowledge of the carrier.

8.2 Limitations Respecting Calculation of Damages

For the purposes of determining actual value or the amount of any damages suffered or sustained in respect of the Carrier's Passenger Liability under this Rule 6, no account shall be taken of, and the Carrier shall in no way be liable to any passenger, air crew, employee or other person for any special, indirect or consequential damages in respect of the Carrier's Passenger Liability.

8.3 Carrier's Liability for Acts or Omissions of Other Persons

Notwithstanding anything to the contrary contained in this Tariff, the Carrier shall not be liable to any passenger, air crew, employee or other person for damages sustained by the passenger, air crew, employee or other person due to the negligence, acts or omissions of that passenger, air crew, employee or other person or the negligence, acts or omissions of any other person, including any other air carrier, shipper, consignee or owner, their agents, representatives or employees, as applicable.

8.4 Limitation of Actions Respecting Claims

No action may be maintained by any passenger or other person on account of the Carrier's Passenger Liability under this Tariff, unless the action is commenced within one (1) year of the occurrence of the event giving rise to the Carrier's Passenger Liability; provided that, in the case of goods, no claim may be maintained as aforesaid, unless the passenger notifies the Carrier within 24 hours of the claim arising, and presents evidence of the contents and declared value of the goods in writing to the Carrier at its head office within thirty (30) days after the occurrence of such event giving rise to the Carrier's Passenger Liability in respect of such goods.

RULE 9 REFUNDS – INVOLUNTARY AND VOLUNTARY

9.1 Refunds Involuntary

The amount of refund upon surrender of the unused portion of the passenger's ticket will be:

- (1) If no portion of the ticket has been used, an amount equal to the fare and charges paid.
- (2) If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket. In the event the equivalent fare is not a published fare between the point of termination and the destination or the point from which transportation is to be resumed, the refund shall be the same proportion of the normal published fare between the point of termination and destination or the point from which transportation is to be resumed, as was applicable to the original fare.

9.2 Refunds Voluntary

All fares are purchased on a non-refundable basis. Unused transportation credits, less a service charge, may be applied to travel reserved within 396 days of the original coupon date of the first segment.

**RULE 10
GUARDIAN FARE****10.1 Policy and Procedures**

The Carrier does not accept unaccompanied children for transportation. Children between the ages of 2-11 years inclusive will be accepted for transportation when accompanied by a guardian. The Carrier has implemented a Guardian fare program which allows a guest to travel with a child to a destination and return at a later time to collect the child. The specific terms and conditions attached to the guardian fare follow.

- a. Children between 2-11 years of age are eligible to travel on the Guardian Fare program.
- b. The guardian must be at least 18 years of age.
- c. All reservations are based upon availability.
- d. The guardian (or guardians) must be assigned at the time of booking and will be fully responsible for the transportation of the child(ren).
- e. The fare for children traveling on the Guardian Fare program is based on the rate available at time of booking.
- f. The guardian will receive a fifty percent reduction off the lowest fare available at the time of their reservation.
- g. The guardian fare is only valid for one person traveling with the child(ren)
- h. The guardian may travel with more than one child.
- i. Two separate people may be designated as guardians at the time of travel – one person traveling on the outbound flight, and a different person traveling on the return flight.
- j. The scheduled departure time for the return flight must be within 24 hours of the original flight (based on the time of the original departure city). If the next available flight is not within this 24 hour time restriction, the guardian fare will not be booked – no exceptions. For example flights to destinations where flights only occur once a week would not be eligible to be booked using the Guardian Fare program.
- k. Guardian fare bookings are created under a separate reservation code from the child(ren).
- l. Guardian fare bookings can only be made and modified through the Carrier's Reservation Centre.
- m. Once the outbound portion of the flight(s) has been taken, any cancellation of additional flights on the guardian's reservation will result in a full loss of the remaining fare, fees, taxes and surcharges associated. No compensation will be issued in any form.

**RULE 11
SEAT SELECTION****11.1 Policy and Procedures**

The Carrier offers passengers the option of paying a fee for a specific seat at the time of booking or up to 24 hours prior to their flights departure.

Terms and conditions of the Seat Selection are as follows:

- Availability of seats is determined by the type of aircraft operating for a selected flight.
- Seat selection may not be offered on some flights based on operational restrictions.
- Some seats will be unavailable due to operational requirements.
- Seat selection is an option available to all passengers; however this option may not be available through some reservation channels.
- Passengers with disabilities may request a seat by contacting the carrier's call centre.
- Seat selection for a fee is an option available up until 2 hours prior to flight departure through the Carrier's website, and up until 60 minutes prior to flight departure through the Carrier's Reservation Centre.
- Seat selection within 24 hours of flight departure is available at no charge through the Carrier's website.
- Seat selection is not guaranteed, and may be subject to change based on operational requirements.

11.2 Seat Selection fees

This section only deals with the fees associated with Seat Selection. For passenger requested reservation changes or cancellations see **Section 3.3 Passenger Initiated Flight Modifications.**

- Seat Selection fees are payable in either CAD or USD (depending on the currency of the reservation as per Rule 3 Section 3.2.)
- Seat selection fees are calculated per segment (i.e. as identified by a change in flight number) for each direction of travel from the origin point to the destination point.
- When seats are selected on multi-segment flights, the fee shall be collected for each flight segment.
- Fee calculations are based on the approximate flight time for each flight segment.
- For round-trip reservations, seat selection fees are charged in each direction of travel.
- Different seat fees apply for regular and exit row seats.
- This section only deals with the fees collected in associated with Seat Selection. For passenger requested reservation changes or cancellations see Section 3.3 Passenger Initiated Flight Modifications.
- Seat selection fees are payable in either CAD or USD (depending on the currency of the reservation as per Rule 3 Section 3.2.)
- Seat selection fees are calculated per segment (i.e. as identified by a change in flight number) for each direction of travel from the origin point to the destination point.
- When seats are selected on multi-segment flights, the fee shall be collected for each flight segment.
- Fee calculations are based on the approximate flight time for each flight segment.
- For round-trip reservations, seat selection fees are charged in each direction of travel.
- Different seat fees apply for regular and exit row seats.
- Seat selection fees are refundable to the original form of payment up until flight departure.
- Seat selection fees are refundable to the original form of payment up until flight departure.
- Changes – seat selection on a reservation will not incur a change fee.
- Changes to seat type - passengers who have purchased a regular seat and request a move to an emergency exit row seat will be required to pay any increase in the fee; a refund or credit will be issued for a decrease in fee amount.

- Seat requests cancelled by the carrier will result in a credit file for the fee paid (+ tax).
- Where taxes are applicable to the flight, they shall also be applicable for seat selection fees.

For seat selection purchased made prior to January 9, 2012, the following fees apply:

Fees per segment		
Time	Regular seat fee	Exit seat fee
1 hour or less	\$3.00	\$5.00
Between 1 and 2.5 hours	\$7.00	\$10.00
Over 2.5 hours	\$10.00	\$15.00

For seat selection purchases made on or after January 9, 2012, the following fees apply:

Fees per segment		
Time	Regular seat fee	Exit seat fee
1 hour or less	\$5.00	\$10.00
Between 1 and 2.5 hours	\$10.00	\$15.00
Over 2.5 hours	\$15.00	\$30.00

11.3 Changes and cancellations to a Selected Seat

This section only deals with changes or cancellations made to a reservation where a seat selection fee is present.

- For changes to seat selection requests where there is a difference in seat type, the Carrier shall waive any difference in the seat fee for increases; however the Carrier will not refund any difference if there is a decrease in the fee.
- The addition of a seat selection on a reservation will not incur a change fee.
- Passenger initiated cancellations - of a reservation or segment(s) where a seat selection fee has been collected will result in the seat selection fee being non-refundable, however the fee may be creditable.
- The Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have paid, at any time, for any reason, without notice to any passengers affected thereby and, in connection therewith, the Carrier shall not provide a refund, but may provide a credit to any passenger in respect of such cancellation or change.
- Notwithstanding the above, the Carrier reserves the right to accommodate the passenger with seating in a comparable seat, or the best seat available at the time, or to provide a non-refundable credit or refund for the fees associated with the seat.

RULE 12 TRAVELER'S RIGHTS PROVISIONS

- a. If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provide the passenger with a meal voucher.
 - b. If a flight is delayed by more than 8 hours and the delay involves an overnight stay, the Carrier will pay for overnight hotel stay and airport transfers for passengers who did not start their travel at that airport.
 - c. If the passenger is already on the aircraft when a delay occurs, the airline will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, WestJet will offer passengers the option of disembarking from the aircraft until it is time to depart if safe and practical to do so.
 - d. The carrier will endeavor to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
 - e. The agreed stopping places are those places shown in the carrier's timetable as scheduled stopping places on the route. The carrier may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable.
 - f. Schedules are subject to change without notice. The carrier is not responsible or liable for failure to make connections or for failure to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall the carrier be liable for any special, incidental or consequential damages arising from the foregoing (including the carriage of baggage) whether or not the carrier had knowledge that such damage might be incurred.
 - g. Without limiting the generality of the foregoing, the carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the carrier.
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