

**WESTJET, an Alberta Partnership**

**LOCAL INTERNATIONAL CHARTER TARIFF**

**CONTAINING**

**RULES AND REGULATIONS, RATES & CHARGES**

**Applicable to**

**THE CHARTER OF AIRCRAFT FOR THE**

**TRANSPORTATION OF PASSENGERS AND GOODS**

**Between**

**POINTS IN CANADA ON THE ONE HAND**

**AND**

**POINTS OUTSIDE CANADA ON THE OTHER HAND**

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ISSUE DATE

June 30, 2003

Issued by Brenda Trockstad  
Director, Revenue & Scheduling

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## RULES AND REGULATIONS

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

<u>Page Number</u>	<u>Number of Revision</u>
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*For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3.*

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## RULES AND REGULATIONS

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## RULES AND REGULATIONS

### EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA (A).....	Canadian Transportation Agency
IATA.....	International Air Transport Association
Cont'd .....	Continued
No.....	Number
\$ .....	Dollar(s)
¢ .....	Cent(s)
(R).....	Denotes reductions
(A).....	Denotes increases
(C).....	Denotes changes which result in neither increases or reductions
(X).....	Denotes cancellation
(N).....	Denotes addition
CAN.....	Canadian
Cy. ....	Currency
Kilo's/ Kgs .....	Kilograms

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**RULES AND REGULATIONS**

**RULE 1  
DEFINITIONS**

"Ad hoc" - means charter contracts of less than four rotations in total between the same point of origin and the same destination(s).

"Ambulatory" means a person who is able to move about within an aircraft unassisted;

"Assistant" a person who travels with a person with a disability 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 charter flight.

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

"Carrier" - means WestJet, an Alberta Partnership, a body corporate licensed to provide Domestic Air Services, International Air Services and non-scheduled International Air Services under the CTA, and having its head office at 5055 11<sup>th</sup> Street NE, Calgary, Alberta, Canada. T2E 8N4;

"Charter Flight" - means the movement of an aircraft transporting the charterer's passengers, baggage or goods 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, company or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier 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.

"Complete Capacity" - means the whole of the traffic payload carrying capacity of an aircraft having regard to the charter flight to be performed.

"Convention" - means the convention for the unification of certain rules relating to International Carriage by air, signed at Warsaw, October 12, 1929, or that Convention, as amended by the Hague Protocol, 1955, whichever may be applicable to travel hereunder.

"Destination" - means the point to which the passengers or goods to be transported on a charter flight are bound.

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### RULE 1 – DEFINITIONS (cont'd)

“Entity charter” - means a charter in which

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

“Ferry Flight” - means the movement of an aircraft without the charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.

“Goods” - means anything that can be transported by air including animals but does not include mail other than in plane load lots.

“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.

“Non Ambulatory” a person who is not able to move about within an aircraft un-assisted.

“Non Self Reliant” a person who is not self reliant as defined below.

“Origin” - means the point from which a charter flight commences with the passengers or goods to be transported.

“Passenger” - means any person, except member of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a charter agreement.

“SDR” - means Special Drawing Rights issued by the International Monetary Fund.

“Self Reliant” a person who is independent, self sufficient and capable of taking care of all his/her physical needs during flight, during an emergency evacuation or decompression. He/she requires no special or unusual attention beyond that afforded to the general public, except that he/she may require assistance in boarding or deplaning.

“Series” - means four or more return charter round trips between the same origin and destinations(s) contracted by the same charterer.

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

“United States of America” - means the states of the United States of America and its territories and possessions.

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**RULE 2  
APPLICATION OF TARIFF**

- (a) This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the carrier.
- (b) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the carrier, is executed by the charterer and carrier.
- (c) Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement.
- (d) The contents of this tariff form part of the charter contract between Carrier and Charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).

**RULE 3  
CURRENCY**

Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

**RULE 4  
CHARTER AND FERRY MILEAGE DETERMINATION**

For the purpose of computing rates and charges herein, the mileage to be used, including both charter and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule, as published in the following sources in the order listed:

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**RULE 4. CHARTER AND FERRY MILEAGE DETERMINATION (cont'd)**

- (a) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual, published by the International Air Transport Association;
- (c) and/or combination thereof of (a) and (b) above;
- (d) Sabre Flight Planning System

**RULE 5  
COMPUTATION OF CHARGES**

Not applicable to transportation between Canada and the United States of America.

**RULE 6  
CONDITIONS OF CARRIAGE**

- (a) Passengers and baggage or goods will be carried within space and weight limitations of aircraft.
- (b) 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 6(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 behavior more fully described in Rule 6(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:
  - (c) Subject to the limits of liability contained in this tariff, the carrier will be exempted from liability due to any failure to perform any of its obligations under Carrier's charter agreement arising from:

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**RULES AND REGULATIONS**

**RULE 6. CONDITIONS OF CARRIAGE (cont'd)**

- (i) Labour disputes or strikes, whether of Carrier's employees or of others upon whom the Carrier relies for the fulfilment of the Carter agreement, and;
- (ii) "Force Majeure", or any other causes not attributable to the wilful misconduct of carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant Carrier any clearance, license, right or other permission necessary to the performance of Carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, Carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

(d) The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may, with the written concurrence of the charterer and the approval of the CTA(A) be used by the carrier for the transportation of the carrier's own personnel or cargo or for employees of another air carrier travelling pursuant to a pass interchange agreement.

(e) 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 judgement, 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").

A. 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).

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**RULES AND REGULATIONS****RULE 6. CONDITIONS OF CARRIAGE (cont'd)**

B. 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 B (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 B (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 B (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 accepts no liability whatsoever for the repatriation expenses of an individual who has been refused carriage under the terms of Rule 6 (e) A..

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

- (a) All baggage or goods presented for transportation is/are subject to inspection by 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 the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- (c) Checked baggage will be accepted for carriage up to a maximum of 2 pieces per passenger to a maximum combined total weight of 20 kilo's.
- (d) If the weight, size or character renders it unsuitable for carriage on the aircraft, the Carrier, prior to departure of the flight, will refuse to carry the charterer's baggage or goods or any part thereof. The following articles will be carried only with prior consent of Carrier:

(Cont'd next page)

**RULES AND REGULATIONS**

**RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS (cont'd)**

- (i) Firearms of any description.

Firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of the Subparagraph do not apply to Officers of the Law travelling in the line of duty and carrying legally prescribed sidearms or other similar weapons.

- (ii) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

- ( e ) Live animals not accepted for carriage.

- ( f ) Dangerous goods not accepted for carriage.

**RULE 8  
REFUNDS**

(a ) Application for any individual passenger refund shall be made to the Charterer and/or its duly authorized agent.

( b ) Refunds due to the charterer pursuant to Rule 13, Cancellation Charges.

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**RULES AND REGULATIONS****RULE 9  
LIMITATION OF LIABILITY - PASSENGERS**

Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not "International Carriage", as defined by the Convention. However, the Carrier with respect to all international transportation, as defined in the said Convention, performed by it, (except international transportation subject to the Montreal Agreement of 1996 which agreement, according to the contract of carriage, includes a point in the United States of America as a point of origin, point of destination or agreed stopping place), agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has wilfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

The carrier does not maintain, operate or provide ground transportation between airports, or between airports and city centres. Any such services are performed by independent contractors who are not, and shall not be deemed to be the agents of employees of the carrier. The carrier shall not be liable for the acts or omissions of any such independent contractors.

**RULE 10  
LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS WITH EXCESS VALUATION CHARGES**

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 250 francs per kilogram, to a maximum of 20 kilograms referred to in Rule 7 (c). except as noted in Rule 14 (vii) 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 the provisions of this Rule.

As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

In no case shall the carrier's liability exceed the actual verified loss suffered by the passenger. All claims are subject to documented proof of the amount of loss.

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

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The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the *Carriage by Air Act*, R.S.,1985, c. C-26. and the schedules thereto. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- i) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- ii) 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.

"NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5000 francs convert to approximately CAD \$660. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule."

If the passenger or charterer does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

- i) The amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";
- ii) No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- iii) For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD (0) cents for each CAD \$100.00 or fraction thereof.

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 twenty four hours 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.

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**RULE 11  
SUBSTITUTION OF AIRCRAFT**

- (a) When, due to causes beyond the control of carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type, or, with the consent of the charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).
- (b) When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the charterer 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 chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.

**RULE 12  
PAYMENT REQUIREMENTS**

- (a) Payments for a charter 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.
- (b) Payment for a series of International Passenger Charters is due in full, 7 days prior to the first departure of the outbound rotation so contracted for the series. The payment schedule for all other ad hoc charters is: 25% upon signing the contract, the balance is due 30 days prior to departure.

**RULE 13  
CANCELLATION CHARGES**

Cancellation of a series or ad hoc charter flight will be subject to the following cancellation penalties:

Ad Hoc Charters:

- (a) Greater than 30 days prior to the first departure, the penalty is 10% of the total charter price.
- (b) Equal to or less than 30 days and up to 24 hours prior to the first departure, the penalty is 25% of the total charter price.

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- (c) Less than 24 hours prior to the first departure, the penalty is 50% of the total charter price.
- (d) If a portion of the agreed transportation is complete, the cancellation penalties as above (a, b, c) will be applied to the difference between the total charge and the completed portion.

## Series Charters:

- (a) 10% of the contracted price charged for each rotation cancelled more than 60 days prior to the scheduled departure date agreed to in writing.
- (b) 35% of the contracted price charged for each rotation cancelled within 45 and 60 days prior to the scheduled departure date agreed to in writing.
- (c) 60% of the contracted price charged for each rotation cancelled within 15 and 44 days prior to the scheduled departure date agreed to in writing.
- (d) 85% of the contracted price charged for each rotation cancelled 14 days or less prior to the scheduled departure date agreed to in writing.

<b>RULE 14 TRANSPORTATION OF A PERSON WITH A DISABILITY</b>
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- (i) Acceptance of a passenger with a disability
  - (a) The carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a carrier of his self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees.

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- (b) Passengers with a disability will be accepted for transportation as outlined below:

<b>Disability</b>	<b>Assistant Required</b>
Blind	No
Deaf	No
Blind and Deaf	Yes
Mentally Handicapped/Self-Reliant	No
Mentally Handicapped/Non-Self-Reliant	Yes
Ambulatory/Self-Reliant	No
Ambulatory/Non-Self-Reliant	Yes
Non-Ambulatory/Self-Reliant	No
Non-Ambulatory/Non-Self-Reliant	Yes

Note: The maximum per flight may be limited subject to passenger safety limitations, aircraft specifications, and airport handling facilities available at departure or arrival airports.

- (c) The carrier reserves the right to require medical clearance from the Company medical authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).
- (d) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for caring for him en route and, with the care of such an attendant, he will not require unreasonable attention or assistance from employees of the carrier.
- (ii) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit.
- (iii) Reservations should be made at least 24 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that arrangements can be made. The carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance.
- (iv) In addition to the regular free baggage allowance, the carrier will accept the following items as priority checked baggage without charge:
- (a) Wheelchairs with non-spillable batteries with terminals disconnected and taped;
- (b) Mobility aids such as, but not limited to manually operated wheelchairs, walkers, crutches and canes.

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- (v) Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the carrier's safety regulations and provided they may be accommodated.
- (vi) 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. 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. Should injury to or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.
- (vii) 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. If a damaged aid cannot be repaired or is lost and cannot be located within 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.