



LOCAL INTERNATIONAL CHARTER TARIFF  
CONTAINING  
RULES, RATES AND CHARGES APPLICABLE  
TO THE CHARTER OF AIRCRAFT  
FOR THE  
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS  
BETWEEN  
POINTS IN CANADA ON THE ONE HAND  
AND  
POINTS OUTSIDE CANADA ON THE OTHER HAND

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ISSUE DATE  
27March09

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

CTA (A) ..... Canadian Transportation Agency

IATA ..... International Air Transport Association

No. .... Number

\$ ..... Dollar(s)

(R) ..... Denotes reductions

(A) ..... Denotes increases

(C) ..... Denotes changes which result in either increases or  
reductions

(X) ..... Denotes cancellation

(N) ..... Denotes addition

CAD ..... Canadian

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**RULE 1.  
DEFINITIONS**

**"Attendant"** means 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.

**"Ambulatory"** means a person who is able to move about the aircraft unassisted.

**"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, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

**"Carrier"** means Air North Charter & Training Ltd. DBA Air North Yukon's Airline, maintaining their head office at 150 Condor Road, Whitehorse, YT, Y1A 6E6

**"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.

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

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**"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 planeload lots.

**"Montreal Convention"** means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Montreal, May 28, 1999.

**"Non-Ambulatory"** means a person who is not able to move about within the aircraft unassisted.

**"Non-self-reliant"** means a person who is not self-reliant, as defined on page 5.

**"Origin"** means the point from which a charter flight commences with the passengers or goods to be transported.

**"Passenger"** means any person, except members 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.

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**"Self-reliant"** means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance in eating, using the washroom facilities or administering medication, nor do they require assistance from the carrier beyond the range of services that are normally offered by the carrier.

**"Service Animal"** means an animal required by a person with a disability for assistance and certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.

**"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.

**"Warsaw Convention"** means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

**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 the 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 the carrier and the 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).

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**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 below:

- (a) Internet sites such as [www.landings.com](http://www.landings.com).
- (b) Global Positioning System measured distances.
- (c) Topographical and navigational maps/charts utilizing approved air routes.
- (d) And/or combinations thereof.

**RULE 5.  
COMPUTATION OF CHARGES**

Not applicable to transportation between Canada and the United States

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**RULE 6.  
CONDITIONS OF CARRIAGE**

Air North, Yukon's Airline reserves the right to refuse to transport or remove at any point, any person if necessary, for reasons of the health, comfort and safety of that person as well as passengers, Air North's employees, the aircraft and safe operation of the aircraft. Air North will not permit any violation of applicable laws or regulations and will respect any governmental authority of those jurisdictions wherein the aircraft will travel. The following rules apply with respect to the boarding or transportation of passengers by the Carrier:

A. Space and weight limitations

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

B. Medical fitness

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.)

C. Transportation of a person with a disability

- I. Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is self-reliant, the carrier shall not refuse such passenger transportation on the basis that there is a lack of a personal attendant or based on the assumption that the passenger may require additional attention from airline employees.

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

<b>Disability</b>	<b>Attendant Required</b>
Blind	No
Deaf	No
Blind and Deaf/Self-reliant	No
Blind and Deaf/Non-self-reliant	Yes
Intellectual/Self-reliant	No
Intellectual/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self-reliant	Yes
Non-ambulatory/Self-reliant	No
Non-ambulatory/Non-self-reliant	Yes

*Note: The number of persons with disabilities on a single flight may be limited, based on passenger safety considerations, aircraft specifications, and airport handling facilities.*

- II. The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier.
- III. 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.

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- IV. In addition to the regular free baggage allowance, the carrier will accept the following items as priority checked baggage without charge:
- i) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
  - ii) a manually operated folding wheelchair;
  - iii) a walker, a cane, crutches or braces;
  - iv) any device that assists the person to communicate better; and
  - v) any prosthesis or medical device.
- V. The assembling and disassembling of mobility aids is provided by the carrier without charge.
- 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, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. 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 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 the medical care, and if necessary, the replacement of the animal.
- VII. If a mobility aid is damaged or lost, the carrier will, if possible, 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.

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VIII. Reservations should be made at least 48 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 48 hours in advance.

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.

### **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 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.

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### **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.

### **Communication of Information**

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

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

### **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.

### **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, which is defined as a row that provides direct access to an exit without going into an aisle. Persons with disabilities and their attendants will, if they so request, be seated together or in other seating arrangements of their choice.

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#### D. Exemption from liability

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:

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

#### E. Capacity limitations

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 be used by the carrier for the transportation of the carrier's own personnel or cargo or for employees of another air carrier traveling pursuant to a pass interchange agreement.

#### F. Schedules/delays

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

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G. Acceptance of children

- I. Children under 12 years of age are accepted for transportation when accompanied on the same flight by a passenger at least 12 years of age.
- II. Children aged 5 to 11 years inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his age on the date of commencement of carriage; the child possesses written information showing the name, address and phone number of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- III. The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.
- IV. Children under the age of two (2) years are considered infants and can be carried free of charge by an adult sharing the same seat. Proof of age must be provided, and one adult can travel with no more than one infant in a shared seat.

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H. Refusal to transport

Air North may refuse to transport or may remove at any point, any passenger for/who:

- I. Conduct deemed disorderly, abusive, violent, belligerent, obscene and/or irrational so as to be a hazard or potential hazard to Air North employees or other passengers.
- II. Appear to be intoxicated or significantly impaired by alcohol or drug consumption.
- III. Conduct of a threatening, harassing, or assaulting nature toward passengers, Air North employees or property, including but not limited to the aircraft.
- IV. Carry dangerous or deadly weapons on the aircraft, with the exception of on duty escorts or peace officers, who have complied with Air North policy.
- V. Refuse to provide positive proof of identification in accordance with Transport Canada regulations, as well as required travel documents when crossing international boundaries.

The carrier will refuse passage to any person when:

- i. Such action is necessary for reasons of safety.
- ii. Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.

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

- (a) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (b) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- (c) 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 the carrier:
  - (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 this Subparagraph do not apply to Officers of the Law traveling in line of duty and carrying legally prescribed side arms or other similar weapons.
  - (ii) Explosives, munitions, corrosives and articles that easily ignite.
  - (iii) Pets, dogs, cats, and birds, when properly crated in leak proof containers\* and accompanied by valid health certificates or other documents where these are required.  
*(\*) not applicable to service animals.*
  - (iv) Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

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**RULE 8.  
REFUNDS**

- (a) Application for refund shall be made to the carrier or its duly authorized Agent.
- (b) If a portion of the agreed transportation has been completed, refund will be the difference between the rates and charges paid and the rates and charges applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.  
See Rule 14. Cancellation Charges.

**RULE 9.  
LIMITATION OF LIABILITY – PASSENGERS**

**For travel governed by the Montreal Convention**

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

**For travel governed by the Warsaw Convention**

Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, 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.

**For travel governed by either the Montreal Convention or the Warsaw Convention**

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

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**RULE 10.**  
**LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS**

**For travel governed by the Montreal Convention**

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

NOTE: Notwithstanding the normal carrier liability, as contained in this tariff, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid. - See Rule 6,C, VII.

**For travel governed by the Warsaw Convention**

Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage that is carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram.

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

NOTE: Notwithstanding the normal carrier liability, as contained in this Rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid. - See Rule 6,C, VII.

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., c. C-26. 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:

- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange 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 \$660.00. 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.

**For travel governed by either the Montreal Convention or the Warsaw Convention**

Air North, Yukon's Airline does not provide an excess valuation service. Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

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 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 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 twenty-one 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.**  
**LIMITATION OF LIABILITY – SERVICE ANIMALS**

See Rule 6. C. VI.

**RULE 12.**  
**SUBSTITUTION OF AIRCRAFT**

When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs i. and ii.

- i. When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload that would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.
- ii. When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

**RULE 13.**  
**PAYMENT REQUIREMENTS**

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:

- i. A deposit of 10% of the Charter Fee is required to secure the Charter, and shall be paid upon execution of the relevant contract. All charters are subject to aircraft availability and are not guaranteed until the deposit has been received.

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- ii. The balance of the Charter Fee is due a minimum of three (3) days prior to departure. Charter service will not be provided unless payment is received in full.

**RULE 14.  
CANCELLATION CHARGES**

If a Charter Service is cancelled within fourteen (14) days of the planned departure, the 10% deposit fee will be non-refundable. If the cancellation occurs within three (3) days of the planned departure, a 25 % cancellation fee will apply.

**RULE 15.  
TICKETS**

Not applicable as Air North, Yukon's Airline does not operate scheduled charters.

**RULE 16.  
PASSENGER RE-ROUTING**

Not applicable as Air North, Yukon's Airline does not operate scheduled charters.

**RULE 17.  
DENIED BOARDING COMPENSATION**

Not applicable as Air North, Yukon's Airline does not operate scheduled charters.

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