

FLAIR AIRLINES LTD.

DOMESTIC SCHEDULED PASSENGER TARIFF

RULES, RATES AND CHARGES APPLICABLE TO THE TRANSPORTATION OF PASSENGERS AND
THEIR BAGGAGE BETWEEN POINTS IN CANADA

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PART I – GENERAL TARIFF INFORMATION

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

\$	Dollar(s)
(C)	Denotes Change which results in neither increases or decreases
(D)	Denotes Increase
(N)	Denotes Addition
(R)	Denotes Reduction
(X)	Denotes Cancellation
CAD	Canadian Dollar(s)
CTA	Canadian Transportation Agency
F8	Flair Airlines Ltd. dba Flair Air and/or Flair Airlines
FLE	Flair Airlines Ltd. dba Flair Air and/or Flair Airlines
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
N/A	Not Applicable or not available, as the context may require
No	Number

Rule 1: DEFINITIONS

“Alternative Transportation” means ground transportation services or another or additional flight (or flights) on the services Carrier (defined below).

“At the Gate” means the point where the passenger’s Flight Coupons are lifted and kept by the Carrier or the point where the Carrier examines the passenger’s boarding pass prior to the passenger being permitted on the aircraft.

“Baggage” means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“Baggage Identification Tag” means a document issued by the Carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger’s checked baggage and the remaining part is attached by the Carrier onto a particular piece of the passenger’s checked baggage.

“Boarding Area” means the point where the passenger’s Flight Coupons are lifted and kept by the Carrier or its agent or the point where the Carrier or its agent examines the passenger’s boarding pass prior to the passenger being permitted on the aircraft.

“Boarding Pass” includes either a paper document or an electronic document issued by the Carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

“Boarding Time Deadline” is the time limit specified by the Carrier by which the passenger must be present at the designated boarding area of their 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 Flair Airlines Ltd, carrying on business as Flair Air., having its head office at 5795 Airport Way, Kelowna, BC V1V 1S1, licensed to provide Domestic Services under the Canada Transportation Act.

“Checked Baggage” means baggage of which the Carrier takes sole custody and for which the Carrier issues a baggage identification tag.

“Check-in Deadline” is the time limit specified by the Carrier by which the passenger must have completed check-in formalities and received a boarding pass, including the checking of Checked Baggage if and where applicable.

“Contract of Carriage” is the agreement entered into between a person, whether or not that person is represented by an agent, and the Carrier that sets out the specifics of the flight itinerary and applicable timelines, including but not limited to check-in and boarding deadlines, and incorporates by reference this Tariff (as defined below) and the terms and conditions thereunder.

“Convention” means the Convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, 12 October 1929, or that convention as amended by the Hague protocol, 1955, or the Montreal Convention signed in Montreal on 28 May, 1999 whichever may be applicable to carriage hereunder.

“Destination” means the ultimate stopping place according to the Contract of Carriage, as shown on the ticket. In round trip itineraries, the destination and the origin are the same.

“Domestic Transportation” means air transportation between points in Canada, from and to the same point in Canada or between Canada and a point outside Canada that is not in the territory of another country.

“Flight Coupon” means that portion of the ticket which is either held electronically in the Carrier’s database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

“Flair Airlines Ltd. carrying on business as Flair Air” means the Carrier, having its head office at 5795 Airport Way, Kelowna, BC V1V 1S1, licensed to provide Domestic Services under the Canada Transportation Act.

“Force Majeure” means any unforeseeable circumstances beyond the Carrier’s control, the consequences of which could not have been avoided even if reasonable due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported, crew illness or injury, facility issues, immigration and customs, security issues, medical diversions or unruly passengers.

“Good(s)” means anything that can be transported by air, including animals, but excluding mail, other than in plane load lots, and baggage.

“ICAO Designation Code” means the International Civil Aviation Organization (ICAO) Designation Code for Flair Airlines Ltd. is FLE.

“Immediate Family” means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are also included in immediate family.

“Involuntary Refunds” means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the Carrier cancelling a flight, failing to stop at a point to which the passenger is destined or is ticketed to stop over (excluding transits), being unable to provide previously confirmed space or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

“Minor” means a person who has not reached his/her twelfth (12th) birthday on the date that travel commences.

“No-Show” means the failure of a passenger to i) check-in by the Check-in Deadline or ii) present him or herself, At The Gate, with the appropriate required documentation, by the Boarding Time Deadline.

“Origin” means the initial starting place of the journey as shown on the ticket.

“Overbooking” is the result of selling more seats than the available number of seats on a flight.

“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 valid Contract of Carriage.

“Person with a Disability” includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or a mental health condition, requires services or assistance beyond those normally offered by the Carrier to meet their disability-related needs.

“Personal information” means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

“Reservation” is a record, either in paper form or in electronic form, of the accommodation held by a passenger on a given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided the passenger.

“Routing” establishes the possible points via which travel may take place for a specific fare.

“Schedule Irregularities” means the following:

- a) Delays in the scheduled departure or arrival of the Carrier’s flight, or;
- b) Cancellation of flight, omission of a scheduled stop, or;
- c) Substitution of aircraft or;
- d) Schedule changes which require rerouting of a passenger at departure time of his or her original flight.

“Self-reliant” means that a person does not require services related to a disability beyond that normally provided by the Carrier, or beyond that which applicable rules or regulations require the Carrier to provide.

“Service Animal” means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

“Stopover” is a deliberate interruption of a journey initiated by the passenger and agreed to in advance at a point between the place of departure and the place of destination. The deliberate interruption must be for a purpose other than changing aircraft.

“Tariff” means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

“Ticket” means either a paper or electronic document which includes the passenger’s Flight Coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their conditions of carriage. It also has detailed information to ensure proper processing and handling. In instances where a ticket exists as an electronic document, proof of purchase may be provided in the form of an itinerary/receipt.

“Unchecked Baggage” means any baggage (carry-on) accompanying the passenger other than checked baggage.

“Voluntary Refunds” means a refund of an unused or partially used ticket for reasons other than those mentioned under the definition of an involuntary refund.

“Voucher” means an electronic monetary credit issued by the Carrier to a passenger that may be used toward future travel services, excluding on-board purchases, or the provision of incidental services such as meals, ground transportation, and hotel accommodation.

Rule 2: ULTRA-LOW COST CARRIER

(A) General

Carrier services are based on an ultra-low cost operational model in order to deliver competitive prices to Passengers. Except as otherwise provided for expressly under this Tariff, any additional Passenger protections and compensation shall be limited to amounts which are objectively commercially reasonable and commensurate with the level of service contracted for by said Passengers.

All rates and charges published in this Tariff are stated in the lawful currency of Canada, except where such purchases are made in or are required to be in the currency of another country or state. Purchases made on-board the Carrier's aircraft may not be paid for with cash. Based on the location of fee payment, conversion to Canadian dollars or to the local currency may occur.

Except as otherwise provided for herein, Carrier may take all reasonable actions whatsoever, within Carrier's sole and absolute discretion, that may be required from time to time.

Rule 3: APPLICATION OF TARIFF

(A) General

1. This tariff is applicable to the transportation of passengers and their baggage or goods in scheduled service on aircraft operated by the Carrier.
2. Scheduled 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.
3. The content of this tariff are incorporated by reference into the Contract of Carriage. Should there be a conflict between this Tariff and the Contract of Carriage or any other document issued or posted by the Carrier, this tariff will prevail.
4. The Carrier will be responsible for the furnishing of transportation only over its own lines. However, when the carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply. Flair Air assumes no responsibility for the acts or omissions of such other carrier and Carrier shall have no liability whatsoever for any operations or travel services which are not operated by Carrier, including, and without limiting the foregoing, where Carrier is acting solely as agent for another travel service provider with respect to any other travel booking, including travel aboard another air carrier, and such operations or travel services are subject only to the applicable terms and conditions imposed by such other travel service provider.
5. No agent, employee or representative of the Carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the Carrier.

6. Unless stated otherwise in this Tariff, domestic transportation shall be subject to the limits of liability in relation to delay or bodily injury which are prescribed under the Montreal Convention, despite the inapplicability of the Montreal Convention to domestic transportation.

(B) Gratuitous Carriage

With respect to gratuitous carriage, the Carrier reserves the right to exclude the application of all or any part of this tariff.

(C) Change Without Notice

Except as may be required by applicable laws, government regulations, orders and requirements, the Carrier's rules, regulations and conditions of carriage are subject to change without notice; provided, that no such change shall apply to a contract of carriage after the carriage has commenced.

(D) Effective rules, fares and charges

1. All carriage of passengers and/or baggage shall be subject to the Carrier's rules, regulations, and tariffs in effect on the date of commencement of carriage covered by the first flight listed on the ticket. Where required by local law or regulation, carriage of passengers and/or baggage shall be subject to the Carrier's rules, regulations, and tariffs in effects on the date of the ticket issuance.
2. No increase in fares or charges applicable to the carriage of passengers will be collected in the event that an increase in fares or charges occurs between the time of ticket issuance and the effective date of any subsequent tariff containing such an increase provided the confirmed ticketed reservations are not changed and the ticket is not reissued at the passenger's request.

(E) Passenger Recourse

Any compensation offered to passengers is offered pursuant to this Tariff and is, subject to applicable government regulations, in consideration and settlement of any claims a passenger may have against the Carrier, whatsoever. In the case of dispute with the Carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier. If the passenger has attempted to resolve a complaint with the Carrier and is still not satisfied, the passenger hereby agrees to the exclusive jurisdiction of the Canadian Transportation Agency with regards to any disputes arising from or under this Tariff or a Contract of Carriage, except to the extent such dispute relates solely to bodily injury or death in which case the appropriate court shall have jurisdiction over such matter.

(F) Fares Published in Error

From time to time, errors may occur when posting fares (fare in error). A fare in error is one which the Carrier has, in good faith, mistakenly published and which is clearly erroneous when compared to fares usually published for a segment.

1. The Carrier reserves the right to cancel reservations and/or tickets issued with a quoted fare in error.

2. The Carrier reserves the right to void the purchased ticket and refund the amount paid by the passenger or, if passenger agrees to forego the refund, offer the passenger the ticket at a published fare that should have been available at time of booking.
3. The Carrier will attempt to notify the passenger using the contact information provided at the time of booking:
4. Within 72 hours after the Carrier becomes aware of the fare in error, that all or any portion of their ticketed itinerary has been cancelled; or
5. At least 24 hours prior to the passenger's scheduled departure from the point of origin issued on the ticket, that all or any portion of their ticketed itinerary has been cancelled, if the ticket was purchased less than 72 hours before their scheduled departure from the point of origin.

Failure of the passenger to either acknowledge the contact and/or engage the Carrier with respect to their position prior to the scheduled departure of the first flight of their itinerary shall be deemed acceptance by the passenger that their ticket shall be voided and the purchase value refunded.

(G) Accepted Methods of Payment

All rates and charges in this Tariff are in Canadian Dollars (CAD). Payment may be made using VISA® or Mastercard® credit cards or Vouchers. Only credit card payments are accepted on the www.flairairlines.com website and by the call centre. Credit card and bank fees may be charged in some countries in connection with the purchases made on the Carrier's website. Additional bank fees or credit card fees charged by the customer's credit card provider or bank in connection with a purchase will be borne solely by the customer. Flair Airlines charges the exact amount of the price shown at the moment of purchase without applying any transaction or service fees. Customers are advised to contact card issuer in order to obtain the nature and the amount of any eventual additional fees before finalizing your purchase. By finalizing your purchase, customer confirms that they have been advised of this. Carrier shall not be responsible for any additional fees applied by Customer's card issuer. To avoid fraudulent purchases, (e.g. due to a lost card or the provision of false information), Carrier reserves the right to request additional information from the passengers and/or the cardholder at any time after a purchase has been made - including at check-in - so that it may verify the information provided when the purchase was made. Carrier also reserves the right to require another form of payment should a customer not be able to accurately provide such additional information. Furthermore, Carrier reserves the right to cancel a Flight Coupon in case of suspected fraud, theft or dishonesty. By booking through the website, you acknowledge and consent that Carrier may, without your signature, draw payment from your credit or debit card to complete the transaction.

Rule 4: PROTECTION OF PERSONAL INFORMATION

(A) Accountability

The Carrier uses contractual means to ensure that the passenger's personal information is afforded protection whenever a third party is used to perform services on the Carrier's behalf, including, without limitation, services relating to information technology, data processing and storage, research, marketing, conducting surveys and customer relations. In

some cases, these third-party Carrier may be located outside Canada and may be required to disclose information to government authorities in those countries.

Should the passenger have any questions regarding the Carrier's policy with respect to the protection of personal information or concerns with respect to the Carrier's handling of personal information, the Carrier may be contacted at: personalinfo@flairair.ca.

(B) Identifying Purpose of Collection

When a passenger purchases an airline ticket or makes a flight booking, or when a third party does so on the passenger's behalf, the Carrier will require that certain personal information related to the passenger be provided to complete the transaction. This may include the passenger's name, gender, address, e-mail address, telephone number, and information related to the passenger's form of payment. This information is required to identify the passenger, in order to contact the passenger, and to complete the purchasing process. Carrier may use this information for any purposes, whether related to commercial or operational requirements, or otherwise, including with regards to any current and future bookings made by a passenger or any third party acting on their behalf.

To the extent that the passenger fails to provide adequate information to Carrier, Carrier is not liable for any damages which result from the passenger not receiving communication from the Carrier including communications relating to, among other things, Schedule Irregularities.

(C) Information required by Government Authorities

There may be situations in which the Carrier is required by government authorities to collect, use or disclose personal information about a passenger, without the passenger's knowledge or consent. Information that carriers are required to collect by government authorities, as a result of the passenger's boarding location and destination, may include: the passenger's full name; date of birth; citizenship; gender; passport number and country of issuance; visa number; permanent resident card number; the means by which the passenger paid for his or her flight; details as to how it was booked; and any other personal information collected by the Carrier as set out in this policy or as required by such government authority.

(D) Information collected for Additional Services or Marketing and Related Purposes

When the Carrier is requested to provide additional services, for example, the provision of special meals, oxygen or stretcher services, or the accommodation for passengers with disabilities, etc. the Carrier or their agent may collect additional personal information not otherwise required.

Personal information collected from passengers may also be used for marketing and related purposes.

(E) Consent

The Carrier will collect, use and disclose personal information about the passenger with the passenger's knowledge and consent, unless otherwise required or allowed by law. Prior to collecting personal information, the Carrier will identify the purposes for doing so and limit the collection, use and disclosure of personal information to those purposes.

Generally, the Carrier will collect personal information from the passenger, and use it and disclose it with consent received from the passenger or from someone on the passenger's behalf.

There may be certain circumstances where personal information can be collected, used, or disclosed without the knowledge and consent of the passenger. For example, legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the detection and prevention of fraud or for law enforcement, seeking the consent of the passenger might defeat the purpose of collecting the information. Seeking consent may be impossible or inappropriate when the passenger is a minor, seriously ill, or has a mental health condition.

(F) Third Party Bookings and Changes to Bookings

If a third party, including a family member, friend, or work colleague, seeks to make a booking on a passenger's behalf, that third party may be asked to provide the Carrier with the same personal information that the Carrier would normally collect from the passenger directly in order to complete the transaction. Unless and until the Carrier is advised otherwise, the Carrier considers that such a third party has the passenger's consent and authorization to provide the Carrier with the passenger's personal information and make bookings (and changes thereto) on the passenger's behalf in accordance with the Carrier's privacy policy set out in this tariff. Please note that the collection, use and disclosure of the passenger's personal information by a third party is subject to the passenger's dealings with the third party and any applicable privacy policies and practices the third party may have.

If a third party who has booked the passenger's current flight or other travel service or who otherwise has the passenger's full name and booking reference, contacts the Carrier and seeks information on the passenger's booking or wishes to make changes to it, the Carrier will disclose the passenger's booking information. The Carrier may, in its sole and absolute discretion, allow such third party to make changes to the passenger's booking, to the extent any such changes are allowed under the Contract of Carriage, and the Carrier is acting reasonably where it concludes that the passenger has given the third party his or her consent to do so. If the passenger does not want a third party to be able to obtain information on or make changes to the passenger's booking, the passenger should not share the passenger's booking reference with any third party.

(G) Limiting Collection

Passengers who do not wish to be contacted about special offers or for marketing, research, and survey purposes or any other reason not directly linked to the provision of purchased services on a specific flight, should advise the Carrier of their preference at the time of booking.

(H) Disclosure To Authorities

The passenger accepts that the Carrier may be required from time to time pursuant to applicable laws to give border control agencies access to passenger data. Accordingly, any information the Carrier holds about a passenger and his or her travel arrangements may be disclosed to the appropriate authorities of any country on the passenger's itinerary.

(I) Accuracy

Subject to the completeness and accuracy of said information as provided by the passenger or any third party acting on the passenger's behalf, Carrier will make best efforts to

maintain passenger's personal information in the most accurate, complete, and up-to-date manner as is reasonably possible for the purposes for which it is to be used.

The Carrier will provide the means to ensure that a passenger can update his/her personal information when necessary to do so, except as otherwise prohibited or restricted under the Contract of Carriage.

Rule 5: TAXES, FEES, AND OTHER CHARGES

1. Any tax, fee or other charge imposed by domestic or foreign government, airport authority or third party and collectible from a passenger will be in addition to the applicable fares, ancillary fees and surcharges and payable by passengers, including where the imposition of such amounts occurs after the issuance of the Flight Coupon. For ease of use and simplicity, in accordance with all-inclusive pricing requirements and at Carrier's sole and absolute discretion, taxes, charges, applicable fares, ancillary fees and surcharges (including Carrier Surcharges as such is defined below), fees, and/or fares may be bundled together, either in whole or in part, by Carrier for both display to prospective passengers and as may be reflected on any issued Flight Coupons or receipts, despite the fact that all or a part of the sums indicated may not in fact be taxes, charges, surcharges, fees and/or fares, and any such label for shall not be conclusive as to the fees and charges which may be included therein.
2. Conditions under which taxes, fees and other charges are imposed, collected or refunded are established by the domestic or foreign government, airport authority or third party and must be respected. As a result, refund of unused taxes, fees and other charges will be made only if permitted by the domestic or foreign government, airport authority or third party.
3. If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

Rule 6: RESERVATIONS TERMS & CONDITIONS

(A) Prices, Carrier Surcharges and Restrictions

Prices are based, among other things, on fuel costs, exchange rates and taxes in force on the date of the last modification of the Website. Flair Air collects surcharges to offset the volatility and fluctuation of certain recurring expenses and operating costs. These Carrier surcharges ("Carrier Surcharges") are intended to cover Flair Air's operating expenses and mitigate unforeseen fluctuation, including, without limitation, fuel costs and variation of foreign currency exchange rates.

Unless otherwise noted herein, all prices are quoted in the currency appearing in a purchase confirmation and are applied on a per person basis. Flair Air reserves its right to cancel a booking without further notice, due to non-payment or due to litigation regarding payment.

Price reductions resulting from a promotion or a decision by Flair Air are applicable to new bookings only. Flair Air reserves its right to refuse any booking made at or based on an erroneous price.

(B) Booking and Confirmation

Bookings must be accompanied by a payment in full before they can be confirmed. At the time of booking of certain flights, passengers may be requested to provide certain personal

information that may include information found in your passport. Confirmation regarding prices, travel dates, flights, hotels, car rentals, and other services, as the case may be, is only given once the payment is received and is based on availability of Services. Upon completion of the check-out procedure and receipt of the payment in full, you will receive an email confirming that your booking has been accepted and summarizing all the details of your flight(s).

(C) Reservation System and Customer Representations

The Flair Airlines Digital Reservation System, which forms a part of the Flair Airlines Digital Properties, is provided solely to assist customers in determining the price and availability of travel related goods and services and to enable secure, informed and legitimate reservations with Carrier. In connection with this service Customer, and/or passenger as the case may be, agrees to and guarantees the following:

1. Customer is at least 18 years of age, and possesses the legal authority to enter into an agreement and to use the Flair Airlines Digital Properties in accordance with all of the terms and conditions contained in the Flair Airlines Website Reservations Agreement, or alternatively that a person who is at least 18 years of age, and which possesses legal custodial authority with respect to any person who has not reached the age of majority in your jurisdiction who use or access the Flair Airlines Digital Reservation System under or using your name or Flair Airlines Profile;
2. Customer has obtained all necessary authorizations, consents and approvals from any third party to submit information, including personal information and to delete or modify information;
3. Customer, and/or passenger as the case may be, accepts full responsibility for all assessments, charges, duties, fees, and taxes and any other financial liability resulting from their use of Carrier's website under Customer's (and/or passenger's as the case may be) name or profile, as well as all use by any other person claiming through or using their name or profile on Carrier's website; and
4. Customer, and/or passenger as the case may be, has submitted or will submit, or others using or accessing Carrier's website under or using Customer's (and/or passenger's as the case may be) name or profile have submitted or will submit, information, content or material which is true and accurate.

Rule 7: TICKETS

(A) General

1. A ticket will not be issued and Carrier will not carry the Passenger unless the Passenger has paid the applicable fare and has valid Contract of Carriage.
2. Before boarding, the Passenger must present the carrier with proof that they have been issued a valid ticket for the flight. Such proof must be in the form of a boarding pass and the Passenger must provide the carrier with positive identification to be entitled to transportation. The ticket will give the Passenger the right to transportation only between the points of origin and destination, and on the dates, times and via the routing shown on the ticket, subject to changes which may be initiated by Carrier.

3. The flight coupon and boarding pass remain at all times the property of Carrier.
4. Carrier does not permit the Passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.
5. A flight coupon, boarding pass or voucher are each non-transferable.

(B) Invalidated Tickets

1. If the passenger attempts to circumvent any term or condition of sale or the carrier determines that the passenger is making use of any of the prohibited practices specified in (A) above, this will cause the passenger's ticket to be invalid and the carrier will have the right to:
 2. Cancel any remaining portion of the passenger's itinerary; and
 3. Confiscate unused flight coupons; and
 4. Refuse to board the passenger or check the passenger's baggage; and/or
 5. Charge the passenger for the true value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the passenger's actual itinerary.
6. The carrier will not be liable to the person named on the ticket if the ticket is either presented for transportation or for a refund by another person. The carrier will refuse transportation to any person other than the person named on the ticket.

(C) Fare Families and Options

At the time of booking, a passenger may select from available fare families and options. These fare families and options will be charged at the prices indicated at the time of booking. Notwithstanding anything in this Tariff, except with regards to Rule 20: through Rule 25: below, to the extent that the terms of these fare families and options exceed the allowances under this tariff, those allowances shall apply. See "**Appendix B**" for specific details on the applicable fare families and options.

Rule 8: SPACE, WEIGHT AND CAPACITY LIMITATIONS

(A) General

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

Rule 9: CANCELLATIONS & FAILURE TO COMMENCE OR CONTINUE

(A) Cancellations

Unless a greater allowance is contracted for under the Contract of Carriage, Flair Air allows passengers a grace period of 24 hours from the time of making the reservation to cancel a booking and receive a full refund ("Grace Period") provided that the flight is not scheduled to depart within any less than 7 days. Such cancellation must be registered with Carrier before both the 24 hour period from the time of booking and with more than 7 days before the scheduled departure by calling the Carrier's call centre. If a cancellation is not made

within the 24 hours of making the reservation, the reservation will be automatically confirmed. After the Grace Period or within 7 days of the scheduled departure of a flight, only changes to any booking may be permitted, at Carrier's sole and absolute discretion, and change fees will apply.

No credit or refunds will be given for no-shows, changes or cancellations made past the Grace Period or within 7 days of the scheduled departure of a flight. Fare differences after a reservation has been made are not eligible for a refund or adjustment.

(B) Failure to Commence or Continue

If a passenger fails to complete the round-trip or second segment of that fare, the round-trip fare or return segment shall be non-refundable and non-creditable. When a round trip reservation has been made and a passenger fails to board for the first segment, Flair Air will cancel the return portion or the continuing portion of your reservation without notification. All monies for the remaining segments are forfeited and no compensation shall be issued.

Rule 10: SUBCONTRACTING

The Carrier may, without notice and subject to any necessary approval of the CTA or other government authority, sub-contract a flight.

PART II – BEFORE DEPARTURE

Rule 11: CHECK IN AND BOARDING TIMES

(A) Passenger's Responsibility

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

(B) Check-in Time Limits

Travel Within Canada	Passengers	Passengers requiring special assistance***
Check-in/baggage drop-off deadline*	60 minutes	90 minutes
Boarding gate deadline**	30 minutes	40 minutes

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

****Boarding gate deadline:** The passenger must be available for boarding at the boarding gate by the boarding gate deadline.

*****Passengers requiring special assistance:** Passengers requiring special assistance from the Carrier or its agents, including persons traveling with children or persons with restricted mobility, are required to comply with expanded deadlines to ensure that such persons can safely arrive At the Gate in advance of departure and to permit their boarding the flight in advance of other passengers as required.

(C) Confirmation of Reserved Space and Seat Selection

1. A passenger holding a confirmed reservation may pre-select a seating assignment, where and when available, for the reserved flights. Such pre-selected seating assignment is not guaranteed and will be subject to cancellation without refund if the passenger fails to meet check-in time limits stated in (B) above prior to scheduled departure time. Subject to the exceptions outlined hereunder, a seat pre-selection charge of up to \$30.00 per passenger per segment, plus applicable taxes, is applicable for all flights within Canada depending on the seat.
2. Should a passenger who has paid for a specific seat assignment be unable to occupy that seat, the passenger will be reassigned to another seat and shall have that charge refunded, and such refund shall be the passenger's sole remedy against Carrier.
3. Notwithstanding Paragraph 1 above, the Carrier does not guarantee that individuals in a group or as part of a group of passengers on the same confirmation number will be seated together. Every effort however, will be made to seat passengers under the age of 12 with their accompanying parents or guardians, though this effort shall not be construed to be a guarantee.

(D) Failure to Occupy Seats

If the passenger fails to meet the time limits specified in the above chart, the Carrier or their agent may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the Carrier may not be able to transport the passenger's baggage. If the removal of baggage is necessitated by passenger's failure to meet the time limits specified in the above chart, the costs associated with such removal and delay shall be collectable from the Passenger at the sole and absolute discretion of Carrier. The Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

Rule 12: ADMINISTRATIVE FORMALITIES - TRAVEL DOCUMENTS, CUSTOMS AND SECURITY

(A) General

1. The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.
2. The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
3. The Carrier will not be liable for any help or information given either verbally or in writing to the passenger in good faith about proper travel documentation.
4. The Carrier will not be liable to the passenger for any consequences resulting from the failure of the passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

(B) Travel Documents

1. Prior to travel, the Passenger must be prepared to submit for inspection to the carrier all travel documents reasonably required, including but not limited to those documents which are required from time to time to be carried by a Passenger by any of Transport Canada, the Canadian Air Transport Security Authority, or the Canada Border Services Agency, or under the *Secure Air Travel Act* or regulations made thereunder.
2. Carrier will have the right to make and retain copies of the travel documents presented by the Passenger.
3. Carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

(C) Fines, Detention Costs

1. If Carrier is required to pay any fine or penalty or have incurred any expense because the Passenger was refused entry into a country by reason of her/his failure to comply with the laws, regulations, orders and/or requirements of that country or

has failed to produce required travel documents, the Passenger will reimburse Carrier on demand, any amount so paid or expenses incurred by us.

2. A Passenger found inadmissible either en route or at destination will not be provided a refund by Carrier on any used sector irrespective of the fare purchased. However, the Passenger will be entitled to any residual value remaining on their ticket for any unused sectors. The Passenger may choose to have this residual value refunded or applied towards the issuance of another ticket.
3. Due to the Passenger's inadmissibility into a country of transit or destination, the Passenger must pay Carrier the applicable fare to be transported from the country where entry was refused to the original point of origin or to an alternative destination.

(D) Security Inspection

The passenger shall submit to all necessary security checks by government, airport officials and by personnel of the Carrier, including with respect to a search of the passenger and the passenger's baggage.

Rule 13: BAGGAGE ACCEPTANCE

(A) Applicability

These rules apply to transportation of baggage on the services of the Carrier. See "**Appendix A**" for specific details and dimensional limitations, and all associated fees charged by Carrier. Where charges and fees are referred to within this section, the Carrier will be responsible for determining and posting said fees and, the Carrier or its agent will be responsible to collect said fees.

(B) Conditions of Acceptance of Checked and Unchecked Baggage

The Carrier will accept for transportation as baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following:

(C) Checked Baggage

1. Other than as indicated under "**Appendix B**" and the purchased fare family applicable to the carriage, checked baggage will be carried for additional fees and charges as set out under "**Appendix A**".
2. Once the Carrier or their agent takes possession of the passenger's checked baggage, the Carrier or their agent will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.
3. Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the Carrier decides that it is impractical to carry the baggage on the same aircraft. In case of delay, the Carrier will take reasonable steps to inform the passenger on the status of the baggage and arrange to deliver the baggage to the passenger unless applicable laws require the presence of the

passenger for customs clearance. Carrier shall not be liable for any delays which arise outside the control of the Carrier, including but not limited to delays repatriating baggage which arise either from a Force Majeure or the acts of persons which are not acting as agent for Carrier.

4. All checked baggage must comply with the size, weight, and dimension limitations set out in "**Appendix A**".

(D) Checked Baggage Allowance:

Type of Service	Maximum Number of Checked Bags	Maximum Weight Per Bag	Dimension Per Bag
Economy Class	3 bags	23 kg (50lbs)	Maximum linear dimensions per checked bag must not exceed 158 cm.

1. The maximum linear dimensions of a piece of baggage are calculated by adding together it's greatest outside height, width and length – wheels and handles included.
2. This provision does not apply to aids for persons with disabilities. See Rule 17:(F) below.
3. Despite the maximum number of checked bags indicated in the table above, Carrier may accept additional bags in its sole and absolute discretion and subject to the applicable Additional Bag fees, and overweight or oversize surcharge fees that may be applicable.

(E) Unchecked Baggage (Carry-on baggage):

1. A free allowance of single piece of unchecked baggage per passenger is permitted for under seat storage only ("Personal Item"). The dimensions and weight of the personal bag shall not exceed 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in) and 10 kg (22 lb) ("Personal Bag Dimensions"). Any additional unchecked baggage or any unchecked baggage which exceeds the Personal Bag Dimensions shall be subject to the Carry-on Baggage size, weight, and dimension limitations and fees set out in "**Appendix A**".
2. For Size, weight limitations and fees charged to transport all other Unchecked baggage – See "**Appendix A**".
3. **Note:** This provision does not apply to aids for persons with disabilities. See Rule 17:(F) below.
4. Objects which are not suitable for carriage as checked baggage (e.g. delicate musical instruments) will only be accepted for transportation in the passenger cabin of the aircraft if arrangement is made a minimum of 48 hours prior to flight, and where the Carrier agrees to carry the specific object. Baggage Fees apply – See "**Appendix A**".

5. Passengers are responsible for a duty of care when packing baggage. Should a passenger elect to pack fragile or semi-fragile items in checked baggage, they should ensure that these items not be placed in side pouches or near the exterior wall of the bag. Any damage incurred as a result of the improper packaging of baggage is the sole responsibility of the passenger. Ordinary wear and tear is not compensable damage, and damage solely to the internal contents of baggage, without accompanying damage to the exterior of such baggage is not compensable, and Carrier shall have no liability for damage sustained by items inside baggage which were improperly packaged.
6. If a passenger is uncertain whether an object or objects is suitable or will be accepted as baggage, it is the passenger's sole responsibility to contact the Carrier or their representative for further information as to the acceptance of the goods for transport.
7. Applicable fees will be applied per "**Appendix A**" which include applicable rates.
8. The Carrier at all time reserves the right to limit baggage based on the operational, volumetric or weight limitations of the aircraft.

Rule 14: COLLECTION AND DELIVERY OF BAGGAGE

(A) General

1. Only the passenger who was given a baggage identification tag when the Carrier took possession of the baggage is entitled to accept delivery of the baggage.
2. If the passenger claiming the checked baggage is unable to produce his/her portion of the baggage identification tag and identify the baggage by means of its baggage identification tag the Carrier or their agent must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
3. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 25:(B), by the passenger in possession of the baggage identification tag is evidence that the Carrier delivered the baggage in good condition and in accordance with this tariff. Any claims for damage to checked baggage must be made at the airport at the time of the passenger accepts the checked luggage and failure to do so, will result in the forfeiture of any claim against Carrier in regards to damage sustained to checked baggage.

(B) Excess Value Declaration Charge

The Carrier does provide any method for insuring for excess valuations. See Rule 25: for the Carrier's limitation of liability.

Note: This provision does not apply to aids for persons with disabilities. See Rule 17:(F) below.

(C) Items Unacceptable as Baggage

The following items are unacceptable as baggage and will not be transported by Carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items containing substances which the possession or use thereof is prohibited or restricted under applicable laws, regulations, or orders of any country to be flown from, to, or over.
3. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
4. Items, which in the Carrier's opinion are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
5. Live animals except as provided in Rule 18:.
6. Firearms other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed.
7. Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the Carrier's discretion, provided they are suitably packed.
8. The passenger shall not include in the checked baggage fragile or perishable items including, but not limited to delicate musical instruments, photographic or cinematographic equipment, smart phones, tablets or laptop computers, televisions or monitors (unless in their original packaging), money, jewellery, pottery, precious metals, glassware or items made of glass, silverware, negotiable papers, securities or other valuables, business documents, samples, passports, glass bottles, critical medications and other identification documents.
9. Sporting equipment not packed in a suitable rigid or hard shell container, including but not limited archery equipment, golfing equipment, ski and snowboard equipment and hockey equipment.

(D) Right to Refuse Carriage of Baggage

1. The Carrier will refuse to carry as checked baggage any bag that Carrier has discovered to contain any unacceptable item mentioned in (C) above and when the passenger fails to provide Carrier or its agent with prior notice that they wish to carry such an item in their baggage.
2. The Carrier or its agent will, at their sole discretion, refuse to carry any baggage because of its size, shape, weight or character.
3. The Carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.
4. The Carrier will refuse baggage which does not comply with the applicable screening guidelines, including those guidelines enforced by the Canadian Air

Transport Security Authority pertaining to the identification of drugs and narcotics carried in baggage.

5. The Carrier reserves the right to refuse excess baggage for operational reasons.

Note: This provision does not apply to aids for persons with disabilities. Rule 17:(F) below.

(E) Right of Search

The Carrier or its agent may request the passenger to permit a search to be conducted of his/her person and baggage. The Carrier or its agent may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of or if the baggage contains items mentioned in (C) above or any arms or ammunition which have not been presented to the Carrier or its agent. If the passenger refuses to comply with the request for search, the Carrier or its agent may refuse to carry the passenger and/or his/her baggage.

(F) Perishable Items

The Carrier or its agent will not accept perishable items as part of the passengers checked baggage allowance, and passengers shall not check or attempt to check as baggage such perishable items. Carrier will not be liable for any spoilage; this includes any spoilage which results from delays that might occur or have occurred during the passenger's travels with the Carrier.

(G) Wheelchairs

The Carrier will permit passengers to check-in one (1) manual or electric (battery-powered) wheelchairs or mobility aids, free-of-charge as checked baggage, regardless of the fare type purchased including the following items:

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

Due to the size and configuration of batteries on motorized wheelchairs, Carrier may not be able to accommodate all devices. The customer should call Carrier's customer service representatives at (204) 888-HELP (4357) for more information.

In the case of electrical devices, the batteries must meet the requirements set out in the applicable dangerous goods regulations.

(H) Strollers

When traveling with a child, Carrier permits the guardian passenger to check two (2) of the following items per child or infant as checked baggage, free of baggage charges and regardless of the fare type purchased:

1. Stroller or pusher;

2. Porta cot and bedding;
3. Infant child restraint device (car seats); and
4. Portable high chairs.

Provided that each item is packaged appropriately for transport and where additional packaging is required to be provided by Carrier, additional charges for such packaging will apply.

(I) Sporting Equipment

The Carrier will accept sporting equipment if it is packed appropriately (to avoid damage) and that it meets the checked baggage/overweight/oversize baggage size and weight restrictions. Items over 23kg (50lbs) or the dimensional limitations will be subjected to the overweight/oversize baggage fees. Arrangements must be made with Carrier, before such items can be transported by the Carrier, a minimum of 48 hours prior to scheduled departure. Applicable fees will be applied per "**Appendix A**".

(J) Firearms

Firearms for hunting and sporting purposes may be accepted as checked baggage in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations. Firearms shall be declared and failure to declare firearm is deemed to be a breach of the Contract of Carriage. Firearms, other than for hunting and sporting purposes are prohibited from carriage as baggage. Arrangements with Carrier must be made before such items can be transported by the Carrier a minimum of 48 hours prior to scheduled departure.

The Carrier will accept only the following types of firearms: Shotguns, BB guns, Starter pistols, Unrestricted Rifles, Air pistols, Paintball guns (Please note: carbon dioxide cartridges/tanks for paintball guns will only be accepted if empty, with the valve secured in the open position. Tasers and stun guns are prohibited for transport.

The Carrier will accept firearms for travel if the items are packed in accordance with the following requirements:

1. Each firearm is carried in packaged in a locked, heavy-duty container or hard-sided (opaque) gun case;
2. Each firearm carried is accompanied by the appropriate firearm certificate and signed declaration;
3. Each firearm is unloaded; and
4. The passenger will have no access to the firearms once these items have been checked in. Extra and overweight baggage charges will apply if any bag exceeds the check baggage allowances for the fare type.
5. No ammunition will be carried.

(K) Fishing Equipment

Includes one fishing rod and one tackle box. Fishing rods must be encased in a hard-shell cylinder fishing rod container. Applicable fees will be applied per "**Appendix A**".

(L) Musical Instruments

Small instruments may be brought on as carry-on baggage provided that they meet the size and weight requirements, and subject to applicable fees. Instruments may also be accepted as checked baggage when they are properly packed, and Applicable fees will be applied per "**Appendix A**".

PART III – AT THE AIRPORT/DURING TRAVEL

Rule 15: ACCEPTANCE OF CHILDREN FOR TRAVEL

(A) General

1. Infants, and Children under twelve (12) years of age, accompanied in the same cabin by a passenger eighteen (18) years of age or older, will be accepted for travel. Unaccompanied Infants and Children under twelve (12) years of age will not be accepted for carriage by Carrier.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.
3. Infants under two (2) years of age on the date of travel do not require that a seat be purchased if they are sitting on an accompanying passenger's lap.
4. Only one infant under the age of two (2) years may be held in the lap of an accompanying passenger eighteen (18) years or older.
5. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or where a seat has been purchased for the infant and the infant is secured in an approved child restraint device (car seat).
6. An infant under two years (2) of age at the time of departure but reaching their second (2nd) birthday during the continuing/return flight(s) will require a seat to be purchased for the continuing/return flight(s).
7. Infants less than two (2) years of age occupying a seat must be properly secured in a Transport Canada and Carrier approved child restraint device and a seat must have been purchased to accommodate the child restraint device.
8. All children, two years (2) of age or older, must have purchased and been assigned a seat.
9. All children, twelve (12) years of age or older, will be able to travel unaccompanied without supervision on non-stop flights, and will be considered to be an adult for transportation purposes.

(B) Acceptance of Infants and Children

For travel within Canada

Age	Accepted	Conditions
0 days to 23 months (infant)	Yes	Infants must be accompanied by a passenger who is eighteen (18) years of age or older. Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap. An infant for whom a seat is purchased must be properly secured in a Carrier and Transport Canada approved child restraint device* and a seat must have been purchased at the applicable per seat fare price charged

		by Carrier.
2 to 12 years old (child)	Yes, if accompanied	A child must be accompanied by a ticketed passenger of 18 years or older for the entire trip. These passengers are considered to be a child for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by Carrier. The use of a Carrier and Transport Canada approved child restraint device* is optional for children age two and up.
12 years of age and older	Yes	These passengers are eligible to travel unaccompanied and unsupervised on non-stop flights only. These passengers are considered to be adults for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by Carrier.

*To view Transport Canada's Advisory Circular on Child Restraint Systems, please see: <https://www.tc.gc.ca/eng/civilaviation/opssvs/management-services-reference-centre-ac-600-605-003-493.htm>

(C) Documentation

1. For travel within Canada, passengers under 18 years of age are encouraged to carry identification such as a passport; an original birth certificate or a non-government photo ID, e.g. student card.
2. In addition to the above, the Carrier may require presentation of the following documents when children are accompanied by an adult and;
 3. Documents establishing legal custody;
 4. Parental consent letter authorizing travel;
 5. Death certificate if one parent is deceased;

(D) Seat assignment for Children

1. Carrier will make reasonable efforts to ensure that children under the age of twelve (12) are seated with their accompanying parent or guardian prior to check-in, at time of check-in, during the boarding process at the gate and on board the flight.
2. The Carrier's supplemental policies with regards to seat assignment for children are:
 - (a) Passengers can select a seat, subject to availability and applicable fees, at time of booking.

- (b) Passengers can select a seat, subject to availability and applicable fees, at time of online check-in.
 - (c) If unavailable online and if requested by the passenger, check-in agents attempting to locate adjoining seats at check-in;
 - (d) If efforts are unsuccessful at boarding, flight attendants may request volunteers or mandate seat changes on-board, including moving a paid seat holder due to necessity and circumstance beyond the Carrier's control, and such paid seat holder shall be entitled to full refund of any Options fees paid to Carrier only for the seat selection option, except for any allowances under the applicable Fare Family.
3. If the flight attendants are not able to seat the child(ren) with their accompanying parent or guardian, notwithstanding the above, the flight attendant will provide the child with a safety briefing.

Rule 16: UNACCOMPANIED MINORS

The Carrier does not offer unaccompanied minor services.

Rule 17: CARRIAGE OF PERSONS WITH DISABILITIES

(A) Acceptance for Carriage

The Carrier will make every reasonable effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the Carrier will provide an explanation to the person for the decision to refuse carriage at the time of the refusal.

(B) Acceptance of Declaration of Self-Reliance

Except for applicable safety-related rules and regulations, 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 will not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by Carrier.

(C) Medical Clearance

The Carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, the Carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers is in question. Where the Carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required, the Carrier may assess a person's fitness to travel

based on information and/or documentation submitted by the person with a disability (such as a note from the person's physician or healthcare professional).

(D) Advance Notice

Where a passenger requests a service set out in this Rule at least 36 hours prior to departure, the Carrier will provide the service if Carrier has confirmed such service will be provided. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 36 hours prior to departure, the Carrier will make a reasonable effort to provide the service.

(E) Seating Restrictions and Assignments

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. Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations. Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together. Attendants are required to have a valid flight voucher and are treated in all other respects as a passenger.

(F) Acceptance of Aids

The Carrier will permit passengers to check-in their manual or electric (battery-powered) wheelchairs or mobility aids, free-of-charge, in addition to the checked baggage allowance, regardless of the fare type purchased provided that:

- (a) a wheelchair, manual or electric (except when aircraft design does not permit carriage of the mobility aid);
- (b) In the case of electrical devices, the batteries meet the requirements set out in IATA Dangerous Goods Regulations
- (c) A walker, a cane, crutches or braces;
- (d) Any device that assists the person to communicate; and
- (e) Any prosthesis or medical device.
- (f) The assembling and disassembling of mobility aids will be provided by carrier, except that such assistance will not be considered to have occurred during the carriage. In the event that any damage or loss to such mobility aid as a result of the assembly and disassembly, carrier shall not be liable for such damage or the replacement cost of such mobility equipment, except if passenger can establish gross negligence on the part of Carrier or its agents.

Where possible, the Carrier will allow persons with disabilities to retain any items outlined in (b),(c) or (d) at their seat.

Where space permits, Carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin during the flight.

Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

Note: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 25:(D)11.

(G) Manually Operated Wheelchair Access

The Carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair to the extent practicable.

(H) Service Animals

The Carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution. For the comfort of all passengers, the Carrier or their agent will determine, in consultation with the person with a disability, where the person and Service Animal will be seated. The Carrier will assign a seat to the person, provided that the Carrier has been notified in advance, which provides sufficient space for the person and the Service Animal and the Carrier will permit the Service Animal to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, Carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

(I) Emotional Support Animals

Emotional support animals will be permitted at the discretion of the Carrier and subject to applicable fees. Carrier will require a note from a doctor, licensed to practise by a self-regulatory College of Physicians and Surgeons, or other comparable regulator, in the passenger's home jurisdiction, prescribing the use of the specified emotional support animal aboard an aircraft.

Emotional support animals must not be larger than to permit the animal to either rest on the passenger's lap or under the seat.

(J) Services to be Provided to Persons with Disabilities

The Carrier will make best efforts to ensure that services are provided to persons with disabilities when a request for such services is made at least 72 hours prior to departure. The Carrier will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

1. Assisting with registration at the check-in counter;
2. Assisting in proceeding to the boarding area. Carrier will not be able to have a representative stay with you at all times. Once at the departure gate, a representative can check in on you periodically;
3. Assisting in boarding and deplaning. Passenger must be present prior to the beginning of boarding to receive this service.;

4. Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
5. Assisting in moving to and from an aircraft lavatory;
6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
7. Transferring a Passenger between the person's own mobility aids and airplane seating a mobility aid provided by the Carrier;
8. Transferring a person between a mobility aid and the person's passenger seat;
9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
10. Inquiring periodically during a flight about a Passenger's needs; and
11. Briefing individual Passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.

(K) Boarding and Deplaning

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, the Carrier will allow the person, upon request, to board the aircraft in advance of other passengers where time permits. The Carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the requested assistance.

(L) Communication and Confirmation of Information

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made in visual, verbal and/or written format to persons with disabilities who request such a service.

To the extent practicable, the Carrier will supply a written confirmation of services that it will provide to that person.

Modification to reflect that pre-boarding can occur upon request of the person with a disability as well as a requirement by the Carrier will be accommodated by Carrier to the extent practicable.

Rule 18: ACCEPTANCE OF ANIMALS

These rules apply to transportation of animals in the cabin of the aircraft on the services of the Carrier.

See "**Appendix A**" for all associated fees charged by the Carrier in regards to the acceptance and carriage of animals.

The Carrier will agree to carry animals subject to the following conditions:

(A) General

1. No animals will be accepted as checked baggage.
2. The Carrier will accept for carriage in the passenger cabin of the aircraft animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the Carrier. The kennel/cage must fit under the seat in front of the passenger.
4. Animals that are causing a disruption, including barking, chirping, howling, growling, or other disruptive occurrences, in the Carrier's sole and absolute discretion, may be denied carriage.
5. An animal and its container will incur excess baggage charges will apply and the passenger will be obliged to pay the applicable charges.
6. A maximum of four (4) animals will be accommodated in the cabin per flight.
7. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.

Rule 19: GROUND TRANSFER SERVICES

(A) General

1. Except as necessitated by an operational diversion which requires repatriation of passengers via ground-based transportation, Carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
2. The provision of or repatriation of passengers via ground-based transportation notwithstanding, any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the Carrier.
3. Any effort by an employee, agent or representative of the Carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the Carrier or the Carrier's employee, agent or representative liable for the acts or omissions of such an independent operator.

Rule 20: SCHEDULE IRREGULARITIES

(A) Applicability

This rule applies to all passengers irrespective of the price which they have paid for transportation.

(B) General

1. The Carrier will make all reasonable efforts to transport the passenger and his/her baggage with reasonable dispatch.
2. Times shown on the passenger tickets or elsewhere are approximate and not guaranteed and form no part of the Contract of Carriage.
3. The Carrier will not be responsible for errors or omissions either on passenger tickets or other representation of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
4. The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure.
5. The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
6. In the case of schedule irregularities, the Carrier will give priority for assistance to any person with a disability.
7. The Carrier, at their own discretion, may elect to provide an alternate means of transport (such as a chartered bus) to the final destination to complete the passenger's journey in the event of an irregular operation.
8. The agreed stopping places are those places shown in Carrier's timetable as scheduled stopping places on the route. Carrier may, without notice, substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable.

(C) Passenger Options - Re-Rerouting or Refund

1. The Carrier will make reasonable efforts to inform passengers of schedule irregularities and to the extent possible, the reason for the schedule irregularities.
2. In the event of a schedule irregularity, within the Carrier's control, the Carrier or their agent will present the passenger with the following options:
 - (a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked; or,
 - (b) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time, at no additional charge; or,
 - (c) If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if Carrier is unable to perform the option stated in (a) or (b) above within a reasonable amount of time, the Carrier will transport the passenger to the point of origin named on the ticket, at no additional charge, and with no further refunds payable.

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- (d) Should the alternate choice proposed by the Carrier or their agent not meet with the passenger's satisfaction, The Carrier will provide options to re-book the travel without additional charge or refund the remaining unused value of the ticket in the form of a travel credit for future use valid for one year from the date of the disruption of travel or a refund in accordance with Rule 26:.
3. Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.
 4. In addition to the above, Carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within Carrier's control.
 5. In the event of a schedule irregularity, not within the Carrier's control (e.g. Force Majeure), Carrier will provide the following:
 - (a) The Carrier or their agent will offer the passenger the choice to travel on another of its flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by Carrier to the same ticketed destination, at no additional charge.
 - (b) Should the alternate choice proposed by the Carrier or their agent not meet with the passenger's satisfaction, The Carrier will provide options to re-book the travel without additional charge or refund the remaining unused value of the ticket in the form of a travel credit for future use or a refund in accordance with Rule 26:.

(D) Right to Care

1. In addition to the provisions of this rule, in case of a schedule irregularity within the Carrier's control a passenger will be offered the following:
 - (a) For a schedule irregularity lasting longer than 4 hours, the Carrier or their agent will periodically and as operational considerations permit provide the passenger with either food and drinks or a meal voucher, at Carrier's sole and absolute discretion, or in the case of a facility whereby food for purchase is unavailable due to facilities, vendor availability or time of day, the Carrier will make reasonable arrangements for food and beverages to be supplied to the passengers.
 - (b) For a schedule irregularity lasting more than 8 hours resulting in an overnight, the Carrier or their agent will provide meals in accordance with (a) above, an overnight hotel accommodation and airport transfers for the passenger. The Carrier is not obligated to provide overnight accommodation for passengers at the first airport of departure appearing on the ticket.
 - (c) If passengers are already on the aircraft when a delay occurs, Carrier will offer non-alcoholic beverages and snacks if it is safe, practical and timely to do so. If the delay exceeds ninety (90) minutes and circumstances permit, Carrier will offer the passenger the option of disembarking from the aircraft until it is time to depart, provided that such can occur in light of prevailing customs and

regulatory restrictions, including limitations of available airport services and support staff.

Rule 21: OVERBOOKING

The Carrier will not overbook. Due to other circumstances beyond the control of Carrier such as the illness or injury of a Crew Member or maintenance issues, denied boarding may result.

Rule 22: DENIED BOARDING

Due to circumstances beyond the control of Carrier, including but limited to, such as the illness or injury of a Crew Member or maintenance issue, denied boarding may result.

When a situation beyond the control of the Carrier occurs, whereby the Carrier is unable to provide previously confirmed space due to there being more passengers holding confirmed reservations and tickets than for which there are available seats on a flight, The Carrier shall implement the provisions of this rule.

(A) Request for volunteers

1. The Carrier will request volunteers from among the confirmed passengers to relinquish their seats in exchange for compensation, the amount and form of which will be at The Carrier's discretion.
2. Once a passenger has voluntarily relinquished his seat, he will not later be involuntarily denied boarding unless he was advised at the time he volunteered of such possibility and the amount of compensation to which he would be entitled.
3. The request for volunteers and the selection of passengers to be denied boarding shall be in a manner solely determined by Carrier.

(B) Boarding priorities

1. No passenger may be involuntarily denied boarding until Carrier has first requested volunteers to relinquish their seats.
2. In the event there are not enough volunteers, other passengers may be involuntarily denied boarding in accordance with the Carrier boarding priority policy. Passengers with confirmed reservations, will be permitted to board in the following order until all available seats are occupied:
 - (a) Disabled passengers and others for whom, in the Carrier's assessment, failure to carry would cause severe hardship;
 - (b) Parents or guardians traveling with children under the age of 18;
 - (c) All other passengers, based the time in which the passenger presented themselves for check-in without advance seat assignment;

(C) Transportation for passengers denied boarding, either voluntarily or involuntarily

1. A passenger will be considered to have been denied boarding when:

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- (a) the passenger presented himself for carriage in accordance with this tariff: having complied fully with the Carrier's applicable reservation, ticketing, check-in and boarding within the time limits and at the location set out in Rule 11:; and
 - (b) It must not have been possible to accommodate the passenger on the flight on which he held confirmed reservations and the flight must have departed without him.
2. In such instances, the Carrier will:
- (a) Carry the passenger on another of its passenger aircraft on which space is available without additional charge; or, at the Carrier's option;
 - (b) Reroute the passenger to the destination named on the ticket or applicable portion thereof by its own or other transportation services; and if the fare for the revised routing is higher than the refund value of the ticket or applicable portion thereof, the Carrier will require no additional payment from the passenger but will refund the difference if it is lower; or,
 - (c) If the passenger chooses to no longer travel or if the Carrier is unable to perform the option stated in either (a) or (b) above within a reasonable amount of time, make involuntary refund.
 - (d) For Denied Boarding within the Carrier's control: (i) return passenger to point of origin and refund as if no portion of the trip had been made (irrespective of applicable fare rules), or subject to passenger's agreement, offer a travel voucher for future travel in the same amount; or (ii) upon passenger's request, and where passenger provides a credible verbal assurance to Carrier of certain circumstances that require his/her arrival at destination earlier than options set out in subparagraph (a)through (b) above, Carrier may, at their own discretion, if it is reasonable to do so, taking all circumstances known to it into account and subject to availability, buy passenger a seat on another Carrier whose flight is scheduled to arrive appreciably earlier than the options proposed in (a)through (b) above.

(D) Compensation for involuntary denied boarding

In addition to providing transportation in accordance with (iii), a passenger who has been denied boarding involuntarily will be compensated by The Carrier as follows:

- 1. Conditions for payment:
 - (a) The passenger must be considered to have been denied boarding in accordance with (C)2(d)(i) (d) above.
 - (b) The passenger will not be eligible for compensation:
 - (c) If the passenger is offered accommodation or is seated in a compartment of the aircraft other than that specified on his ticket at no extra charge to him.
 - (d) If the passenger has been refused transportation in accordance with Rule 23:- Refusal to Transport;
 - (e) When the flight on which he holds a confirmed and ticketed reservation is cancelled or space has been requisition by the government; or

- (f) If, for operational and safety reasons beyond the Carrier's control, his aircraft has been substituted with one having lesser capacity, or the capacity on the scheduled aircraft has been reduced due to an operational limitation and the Carrier is able to demonstrate that all reasonable measures were taken to avoid substitution.
- (g) No denied boarding compensation will be provided to the attendant of a passenger with a disability whereby the attendant was provided complementary carriage.

2. Amount of compensation

In accordance with the rules for Denied Boarding, the compensation is as follows:

Length of Arrival Delay at Destination	Future Travel Credit	Cash or Equivalent
4 to 8 hours	\$400	\$200
8 to 12 hours	\$600	\$300
Over 12 hours	\$800	\$400

- (a) Affected passengers may choose either option. Where alternate transportation departs before the offer can be made in which case it shall be made by mail or other means after the time the failure to accommodate has occurred.
- (b) Payment of the compensation will be made by the Carrier within 30 days by mail to the address used when booking the travel.

Rule 23: REFUSAL TO TRANSPORT

(A) Removal of Passenger

Carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:

1. Government Requests, Regulations and Force Majeure:
 - (a) Whenever it is necessary or advisable, in Carrier's sole and absolute discretion to:
 - i) Comply with any government regulation; or,
 - ii) Comply with any government request for emergency transportation; or,
 - iii) Address force majeure.
2. Search of Passenger and Property:
 - (a) When the passenger refuses to permit a search of his/her person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).
3. Proof of Identity/Age:
 - (a) When the passenger refuses a request to produce government-issued, photo identification, to demonstrate proof of identity.

Note: Carrier is obliged to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.

The Carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender; or two pieces (without photo) of government-issued identification at least one of which shows the passenger's name, date of birth and gender.

4. Failure to Comply with Carrier's Rules and Regulations:

(a) When the passenger fails or refuses to comply with rules and regulations of the Carrier's as stated in this tariff.

5. Passenger's Condition:

(a) When the passenger's actions or inactions prove to the Carrier's that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:

i) the passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and

ii) the passenger complies with requirements of Rule 17:.

Exception: (for transportation within Canada only) the carrier will accept the determination of a person with a disability as to self-reliance as per Rule 17:.

Note: If the passenger is accompanied by an attendant and the passenger is refused transport, then the attendant will also be refused transport and the two will be removed from the aircraft together.

(b) When the passenger has a contagious disease.

(c) When the passenger has an offensive odour.

(B) Medical clearance

When the Carrier determines that a passenger's medical, physical or mental condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property, Carrier can require the passenger to provide a medical certificate that then may be assessed by Carrier's own medical officer as a condition of the passenger's carriage for subsequent travel. Carrier may refuse transportation to the person posing such hazard or risk, or where such person fails to produce a medical certificate required by Carrier.

(C) Pregnant passengers

1. An expectant mother with a complication-free pregnancy can travel on the Carrier's flights up to the 32nd week of her pregnancy without a medical certificate.
2. An expectant mother who is in or beyond the 32nd week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

(D) Failure to Provide a Suitable Escort

When the passenger requires an escort (attendant) due to a mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the Carrier or their agent in advanced of the departure of the flight.

However, the Carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

1. Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
2. Request for carriage is made at least 48 hours before scheduled departure.
3. Acceptance is for on-Carrier travel only. The applicable terms and conditions of other carriers will continue to apply as per Rule 3:.
4. The escort must accompany the escorted passenger at all times.
5. Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

Rule 24: PASSENGER'S CONDUCT - PROHIBITED CONDUCT AND SANCTIONS

(A) Prohibited Conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the sole and absolute discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the Carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations:

1. The person, in the judgement of a responsible employee of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care).
2. The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the judgement of a

responsible employee of the Carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or Carrier's employees, interfere with a crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate flight operations.

3. The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
4. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
5. The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
6. The person smokes or attempts to smoke any substance in the aircraft, including the use of e-cigarettes and vaporizers.
7. The person consumes edible drugs, whether such substances are legal or illegal according to local laws.
8. The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
9. The person is barefoot.
10. The person is inappropriately dressed.
11. The person has a prohibited article or concealed or unconcealed weapon(s). However, Carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
12. The person has resisted or may reasonably be believed to be capable of resisting escorts.

(B) Carrier Response to Prohibited Conduct

Where, in the exercise of its sole and absolute discretion, Carrier decides that the passenger has engaged in prohibited conduct described above, Carrier may impose any combination of the following sanctions:

1. Removal of the passenger at any point.
2. Probation: At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
3. Refusal to Transport the Passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is

satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.

4. The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
 - (a) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
 - (b) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
 - (c) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
 - (d) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in 2 above.
5. The Carrier may collect any and all costs incurred by the Carrier, directly or indirectly, associated with such prohibited conduct, including but not limited to all costs related to diverting of the aircraft, all costs incurred to deplane the passenger and the passenger's baggage, and all costs resulting from delays which such prohibited conduct may give rise to from time to time, at the sole and absolute discretion of Carrier.

These remedies are without prejudice to the Carrier's other rights and recourses, namely to seek recovery of any other damage resulting from the prohibited conduct or as otherwise provided in Carrier's tariffs, including recourses provided under applicable statutes for the filing of criminal or statutory charges against the passenger.

(C) Recourse of the Passenger/Limitation of Liability

1. The Carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 26:(B).

Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this tariff.

2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to Carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
3. Carrier will respond to the passenger within a reasonable period of time providing Carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

PART IV - AFTER TRAVEL

Rule 25: LIMITATIONS OF LIABILITY

Applicable to transportation within Canada

(A) Death or bodily injury of a passenger

1. The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$100,000 CAD.
2. In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
3. The carrier is not liable:
 - (a) In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - (b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

(B) Destruction or loss of, damage to, or delay of baggage

1. The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:
 - (a) The liability of the Carrier is limited to \$1,500 CAD for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked and such liability shall be further limited to the reasonable replacement costs of the destroyed, lost, damaged or delayed baggage. In the case of delayed baggage, liability shall only accrue if the baggage has not been retrieved by Carrier within 21 days of the originally scheduled arrival of such item.
 - (b) If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
 - (c) Carrier shall have no liability in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked, unless the passenger has paid a separate and itemized fee to Carrier for the carriage of the destroyed, lost, damaged or delayed baggage.
2. Unless the passenger proves otherwise:
 - (a) All baggage checked by the passenger will be considered to be the property of that passenger.

- (b) A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
 - (c) Unchecked baggage, including personal bags, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.
 - (d) Unchecked and checked baggage will be deemed to have been delivered by Carrier to passenger without destruction, loss, damage or delay thereof, unless the passenger complains in writing to the carrier at the airport upon the conclusion of the flight, and before departing the airport.
3. Notwithstanding the foregoing, in the event that Carrier accepts carriage of baggage beyond the applicable check-in deadline, whether or not such acceptance is subject to applicable fees, Carrier shall not be liable for any delay of such baggage which results either in whole or in part from the passenger's failure to comply with the applicable check-in deadline.

(C) Service animals

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, medical care for or replacement of the service animal.

Note: this provision is not applicable to a person with a disability's mobility aid.

(D) Additional Limitations of Liability

- 1. The Carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the passenger by the Carrier or their agents in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. The Carrier is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier or their agents.
- 2. The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with same or out of any cause beyond the Carrier's control.
- 3. The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.
- 4. The Carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.

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5. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 13; nor for the damage to, or damage caused by, fragile articles described in Rule 13; Baggage Acceptance, which are unsuitably packed.
 6. The Carrier may refuse to accept any articles that do not constitute baggage as this term is defined in Rule 13:(A), but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the baggage and the Carrier's limit of liability.
 7. Liability of the Carrier for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the passenger also has a right of action against the first or last carrier involved in the transportation.
 8. In the case of unchecked baggage, the Carrier is liable only to the extent that the damage resulted from its fault or that of its servants or agents.
 9. Any exclusion or limitation of liability of the Carrier under this tariff or under the passenger's ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.
 10. The owner of a pet or service animal will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision and the Carrier will not be responsible if any pet is refused transportation.
 11. Except as otherwise provided for under Paragraph Rule 17:(F)(f), and notwithstanding the limitations of liability as contained in this rule, and, 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. In the event that a mobility aid is lost or damaged:
 - (a) The Carrier will immediately provide a suitable temporary replacement without charge;
 - (b) If a damaged aid can be repaired, in addition to (a) above, 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; and
 - (c) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the Carrier will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

(E) Time Limitations on Claims and Actions

1. No action will be taken against the Carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the carrier within:
 - (a) 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,
 - (b) 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss).
2. In the case of damage to checked baggage, the passenger must complain to the Carrier or their agent immediately after discovery of damage, and at the latest, within seven days from receipt of the baggage.
3. Any claim against a carrier will be extinguished unless an action is brought within two (2) years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

(F) Overriding Law

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

(G) Modification and Waiver

No agent, servant or representative of the Carrier has the authority to alter, modify, or waive any provisions of this tariff.

Rule 26: REFUNDS

(A) General

1. The passenger must present to the carrier or its authorized agent the unused Flight Coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
2. Provided that a Flight Coupon is eligible for a refund, a request for a refund must be received by Carrier before the commencement of the flight pursuant to which a refund is being requested, except in the case of death of the passenger.
3. The carrier will only make a refund to the person who purchased the ticket.

4. If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the passenger must contact the carrier directly.
5. Acceptance of a refund by the passenger will release the carrier from further liability.
6. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment.

(B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. The amount of the involuntary refund will be as follows:
 - (a) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with the tariff, the passenger chooses to no longer travel due to loss of purpose of travel or if alternate travel could not be provided within a reasonable time, the carrier will offer a refund equal to the fare and charge paid, irrespective if travel has commenced.
 - (b) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with the tariff, the passenger chooses to no longer travel because the alternate transportation offered does not meet with the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid.
 - (c) If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with the tariff, no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid; or
 - (d) If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with the tariff, a portion of the ticket has been used, the amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
 - i) The difference between the fare paid and the fare for transportation actually used or to be used; or,
 - ii) Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, the passenger will be refunded the difference between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stopover point as named on the ticket or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare) that was applied to the original one way fare (including all charges). If the passenger was travelling on a round trip, the amount refunded would be based on the rate of discount of one half of the round trip fare; or,
 - iii) If the point where the passenger terminated travel was not on the routing specified on the ticket, the refund will be based on the lowest applicable fare of the carrier operating between the point where the passenger terminated

travel to the destination or next stopover point named on the ticket or to the point at which transportation is to be resumed.

3. Involuntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the involuntary refund is necessary may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

(C) Voluntary Refunds

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.
3. If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge.
4. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge.
5. Voluntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible.

(D) Time Limit for Requesting a Refund

Where a refund is permitted, a request for refund from the passenger shall be received by Carrier before the flight is operated, except in the case of death of the passenger.

(E) Refunds in the Case of Death

When transportation is cancelled as a result of the death of the passenger, a member of the immediate family or travelling companion, the refund will apply as follows:

1. Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.
4. Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those

designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.

5. In the case of death of the passenger, the refund will be made to the estate of the passenger.

(F) Refusal to Refund

The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.

APPENDIX A

Baggage

Description	Dimensions	Weight	Website Booking	Airport Check-In	At the Gate
Personal Item (under seat)	Maximum 16cm x 33cm x 43cm (6 in x 13 in x 17 in)	Maximum 7kg (15 lb)	No Charge	No Charge	No Charge
Carry-On Cabin Baggage (overhead bin)	Maximum 23 cm x 40 cm x 55 cm (9 in x 15.5 in x 21.5 in)	Maximum 7kg (15 lb)	\$35.00	\$50.00	\$100.00
First Checked Bag	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	\$25.00	\$35.00	\$100.00
Second Checked Bag	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	\$35.00	\$45.00	Not Available
Each Additional Bag (limit 3 bags in total to include 1 st & 2 nd checked bag)	Maximum 158 cm (62in) in total linear dimensions	Maximum 23kg (50lb)	\$100.00	\$110.00	Not Available
Overweight Surcharge A* (+ Applicable Baggage Fee)	Maximum 158 cm (62in) in total linear dimensions	23-32kg (50-70lb)	Not Available	\$50.00	Not Available
Overweight Surcharge B** (+ Applicable Baggage Fee)	Maximum 158 cm (62in) in total linear dimensions	33-45kg (71-100lb)	Not Available	\$75.00	Not Available
Oversize Surcharge** (if not overweight) (+ Applicable Baggage Fee)	Total linear dimensions exceeding 158 cm and less than 292cm (63-115in)	-	Not Available	\$500.00	Not Available

Pets

Traveling with small pet on board (in cabin – limit 4 per flight) Requires 48-hour notice	Maximum Carrying Case Size Maximum 16cm x 33cm x 43cm (6 in x 13 in x 17 in)	Maximum allowable weight for both the animal and case must not exceed 10kg (22 lb)	\$75.00	Not Available	Not Available
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NOTE: All prices are subject to applicable taxes.

* Bags in excess of 45 **kg** / 100 lbs will not be accepted by the Carrier and the passenger must make alternate arrangements for transport. Overweight and oversized baggage fees apply in addition to the applicable checked baggage fee.

** Overweight and oversized baggage fees apply in addition to the applicable checked baggage fee. If a bag is overweight, there is no additional charge for oversize. However, if the bag is not both overweight and oversized, the oversize fee will apply to an oversized item.

APPENDIX B

Fare Families and Options

The following allowances with regards to baggage, boarding, printed boarding passes, change fees, seat selection and eligibility for Travel Flex are included in the table below. Where “N/A” is indicated, no additional allowances accrue and the ordinary terms of the tariff apply.

	Promo	Min	More	Max
Personal Item (up to 7kg)	Included	Included	Included	Included
Carry-On Cabin Baggage (up to 7kg)	N/A	N/A	N/A	Yes
1st Checked Bag (up to 23kg)	N/A	N/A	Yes	Yes
Priority Boarding	N/A	N/A	N/A	Yes
Printed Boarding Pass	N/A	N/A	Yes	Yes
Change Fee	Change Fee of \$125 plus fare difference	Change Fee of \$125 plus fare difference	Change Fee of \$125 plus fare difference	Change Fee of \$75 plus fare difference
Non-Premium Seat Selection	N/A	N/A	N/A	Yes
Travel Flex*	Not eligible for purchase	Not eligible for purchase	\$25	\$25

*Change fees apply to all categories unless passenger has purchased Travel Flex. Travel Flex allows for one change to an itinerary. Travel Flex may only be purchased on the Web Eligible changes include: date of travel, name change, time of travel, destination or departure change. If the fares have increased for the newly selected dates or time of travel, the passenger is responsible for the difference in fare.

Additional fees apply where it is indicated during the booking process, either with a call Centre booking or online.