

**LOCAL DOMESTIC TARIFF  
RULES, RATES & CHARGES  
APPLICABLE  
TO THE OPERATION OF AIRCRAFT  
FOR THE  
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS  
BETWEEN POINTS IN CANADA**

**Issued by:**

**Shawn Keats  
Director of Flight Operations  
Provincial Airlines Limited  
P.O Box 29030  
St. John's, NL  
A1A 5B5**

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

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Title	1 <sup>ST</sup> Revision	Dec 18/08
<b>1</b>	<b>15<sup>th</sup> Revision</b>	<b>Jan 11/10</b>
2	14 <sup>th</sup> Revision	Feb 1/09
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4	1 <sup>st</sup> Revision	Mar 10/03
5	1 <sup>st</sup> Revision	Mar 10/03
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**EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS**

(A)	Denotes increase
(C)	Denotes change which results in neither increases or reductions
(N)	Denotes addition
(R)	Denotes reduction
(X)	Denotes cancellation
\$	Dollar (\$)
%	Percent
Can.	Canadian
Cont'd	Continued
CTA(A)	Canadian Transportation Agency
Cy.	Currency
N/A	Not Applicable
No.	Number

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 1      DEFINITIONS**

<b>“Advance Arrangement”</b>	Means that the shipper is required to first contact the carrier to determine if a particular shipment is acceptable for carriage
<b>“Agency”</b>	Means Canadian Transportation Agency (CTA) (A).
<b>“Airbill”</b>	Means an airbill or other shipping documents.
<b>“Airport”</b>	Includes any landing area or dock used to enplane or deplane passengers and baggage.
<b>“Animals”</b>	Includes reptiles, fish, birds, poultry, insects and worms.
<b>“Baggage”</b>	Means luggage or such articles, effects, or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the charter flight.
<b>“Base”</b>	With respect to Charter Air Service means the community that is specified in the license for which an air carrier is authorized by the license to provide service and that is indicated where necessary by reference to latitude and longitude.
<b>“CTA (A)”</b>	Means Canadian Transportation Agency.
<b>“Canada”</b>	Means the ten provinces of Canada, the Yukon Territory, Districts, Islands comprising the Northwest Territories of Canada and Nunavuk.
<b>“Carrier”</b>	Means Provincial Airlines Limited
<b>“Charter Flight”</b>	Means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).
<b>“Charterer”</b>	Means a person, firm, corporation, association, partnership or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary agreed upon in advance.
<b>“Commodity Toll”</b>	Means a rate or charge applicable to goods specifically named in the Tariff.
<b>“Complete Capacity”</b>	Means the whole of the traffic payload carrying capacity of an aircraft having regard to the charter flight to be performed.
<b>“Connecting Point”</b>	Means a point to which a passenger holds or held confirmed space on a flight and out of which the passengers holds or held confirmed space on a flight.

**For Explanations of Abbreviations and Symbols See Page 7**

<b>ISSUE DATE</b> August 1, 2001	<b>ISSUED BY</b> <b>G.J. Furey</b> <b>Vice-President Operations</b> <b>Provincial Airlines Limited</b> <b>P.O. Box 29030</b> <b>St. John’s, NF A1A 5B5</b>	<b>EFFECTIVE DATE</b> August 1, 2001
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<b>“Day”</b>	Means any period of twenty-four (24) consecutive hours.
<b>“Destination”</b>	Means the point to which the passengers or goods to be transported on a charter flight are bound.
<b>“Force Majeure”</b>	Unforeseeable course of events excusing from fulfillment of contract.
<b>“Goods”</b>	Means anything that can be transported by air including animals but excluding mail other than in plane load lots and excluding baggage.
<b>“Misconnection”</b>	Occurs at a connection point when a passenger holding confirmed space is or will be unable to use the accommodation out of the connecting point because the carrier was unable to deliver him to the connecting point in time to connect with the other flight due to late arrival of his flight at the connecting point or cancellation of his flight at point of origin or en route.
<b>“Month”</b>	Means any period of thirty (30) consecutive days.
<b>“Origin”</b>	Means the point from which a charter flight commences with payload to be transported.
<b>“Outbound Flight”</b>	Means the flight on which a passenger originally held confirmed space beyond the point where the schedule irregularity or failure to carry or misconnection occurs.
<b>“Passenger”</b>	Means any person, except member of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a charter agreement.
<b>“Positioning”</b>	Means the movement of an aircraft without payload to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.
<b>“Reroute”</b>	Means to issue a new ticket covering transportation to the same destination as but via a different routing than that designated on the ticket or portion thereof then held by the passenger or to honor the ticket or portion thereof then held by the passenger for transportation to the same destination as but via a different routing than that designated thereon.
<b>“Round Trip”</b>	Means any trip the ultimate destination of which is the point or origin and which is made in both directions.
<b>“Service Animal”</b>	Means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.
<b>“Shipment”</b>	Means a single consignment of one or more pieces from one shipper at one time at one address receipted for in one lot and moving on one airbill to one consignee at one destination address.

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<b>ISSUE DATE</b> August 30, 2006	<b>ISSUED BY</b> D.T. Vaillancourt Vice-President Operations Provincial Airlines Limited P.O. Box 29030 St. John’s, NF A1A 5B5	<b>EFFECTIVE DATE</b> October 14, 2006
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**LOCAL DOMESTIC TARIFF  
RULES**

**1<sup>ST</sup> REVISED PAGE 10 CANCELS  
ORIGINAL PAGE 10**

<b>“Shipper”</b>	Means the same as consignor
<b>“Stopover”</b>	Means a deliberate interruption of a journey by the passenger agreed to in advance by the carrier at a point between the place of departure and the place of destination unless the published fare includes a stopover
<b>“Summer”</b>	Means the period from March 15 to December 14 both dates inclusive
<b>“Term Charter”</b>	Means a charter for a specified number of consecutive days or months or a combination thereof
<b>“Tolls”</b>	Means any charge, classification, fare, rate or allowance
<b>“Traffic”</b>	Means any passenger or goods that are transported by air
<b>“Winter”</b>	Means the period from December 15 to March 14 both dates inclusive

**For Explanations of Abbreviations and Symbols See Page 7**

<b>ISSUE DATE</b>	<b>ISSUED BY</b>	<b>EFFECTIVE DATE</b>
August 30, 2006	D.T. Vaillancourt Vice-President Operations Provincial Airlines Limited P.O. Box 29030 St. John’s, NF A1A 5B5	October 14, 2006

**RULE 2 APPLICATION OF TARIFF**  
***Scheduled Service & Charter Service***

1. This Tariff is applicable to the transportation of passengers and their baggage or goods in scheduled and charter service on aircraft operated by Provincial Airlines Limited.
2. The rules, rates and charges in this Tariff constitute the condition upon which the carrier performs or agrees to perform scheduled and charter air services and are as much a part of every contract of air carriage between the charterer/customer and the carrier as if set out therein.
3. The rules, rates and charges that apply to any charter/service are those in effect on the date the charter commences except that in cases in which tenders, offers, or quotations are called, the rules, rates, and charges that apply are those in effect on:
  - (a) The closing date of the tender or
  - (b) The date the offer or quotation is submitted to the charterer/customer

whichever is applicable.
4. Service will be furnished under the terms of this tariff only after an appropriate agreement in the form prescribed by Provincial Airlines Limited is executed by the charterer/customer and carrier.
5. Scheduled and charter service transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the **effective date** on each page.
6. The contents of this tariff form part of the contract between carrier and charterer/passenger and in the event of any conflict between this tariff and the charter contract this tariff shall prevail.

**For Explanations of Abbreviations and Symbols See Page 7**

<p><b>ISSUE DATE</b> December 3, 1996</p>	<p><b>ISSUED BY</b> G.J. Furey Operations Manager Provincial Airlines Limited P.O. Box 29030 St. John's, NF A1A 5B5</p>	<p><b>EFFECTIVE DATE</b> December 3, 1996</p>
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**RULE 3      AVAILABILITY OF EQUIPMENT AND SPACE**  
*Scheduled Service & Charter Service*

1. Carrier undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to the availability of suitable equipment and with respect to carrier transporting passengers, air mail and air express to available space after the accommodation of passengers, air mail, and air express, and carrier will determine the priority of carriage as between shipments and will decide which shipments will not be carried on a particular flight and which will be removed at any time or place whatsoever and when a flight will proceed without all or any part of a shipment.
  
2. Any shipment or commodity will be subject to refusal, delay or embargo by carrier, if such shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulation, or orders or because of unavailability of suitable equipment or for other conditions beyond the control of the carrier.

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December 3, 1996	G.J. Furey Operations Manager Provincial Airlines Limited P.O. Box 29030 St. John's, NF A1A 5B5	December 3, 1996

**RULE 4      CONDITIONS OF CARRIAGE**  
*Scheduled Service & Charter Service*

1. Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.
2. Carrier will refuse passage to any person when:
  - (a) Such action is necessary for reasons of safety
  - (b) Such action is necessary to prevent violation of any applicable law, regulation or order of any country of possession to be flown over.
3. Subject to the limits of liability contained in this Tariff, the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:
  - (a) Labor disputes or strikes whether of the carrier's employees or of others upon whom the carrier relies for the fulfillment of the charter agreement.
  - (b) "Force Majeure" or any other causes not attributable to the willful misconduct of the carrier including accidents to or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of government or public body on whatsoever grounds to grant the carrier any clearance, license, right or other permission necessary to the performance of carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided always that in the event of such failure, the carrier will use its best efforts to fulfill its obligations including the provision of alternate means of transport.
4. **Charter Service:** The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized provided that any space not utilized by the charterer may with the written consent of the charterer, be used by the carrier for the transportation of the carrier's own personnel or cargo.

**For Explanations of Abbreviations and Symbols See Page 7**

<p><b>ISSUE DATE</b>                  December 3, 1996</p>	<p><b>ISSUED BY</b>                  G.J. Furey                  Operations Manager                  Provincial Airlines Limited                  P.O. Box 29030                  St. John's, NF A1A 5B5</p>	<p><b>EFFECTIVE DATE</b>                  December 3, 1996</p>
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**RULE 5      CURRENCY**  
***Scheduled Service & Charter Service***

1. All monetary amounts published in the Tariff are stated in terms of lawful currency of Canada.
2. Charges are payable in Canadian currency or in any other currency acceptable to the carrier in an amount equivalent to the Canadian dollar amount computed on the basis of the currently effective banker's buying rate.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 6      GROUND TRANSPORTATION**  
***Scheduled Service & Charter Service***

Tolls published in this Tariff do not include charges for ground transportation. The carrier does not assume responsibility for the transportation of any passenger or his baggage between any airport and any other place in any area served through such airport. Ground transportation to and from any such airport is provided only by independent operators who are not agents or servants of the carrier and at the passenger's expense.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 7      INCIDENTAL TRAFFIC**  
*Charter Service*

In this section, "incidental traffic" means passengers, baggage and goods other than those of a charterer/customer for which no arrangements have been made prior to the commencement of a charter flight.

Every carrier shall accept incidental traffic for carriage on an aircraft where:

- (a) the charterer's/customer's use of the aircraft will not be adversely affected.
- (b) the agreement of the charterer is obtained.

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 8      RESPONSIBILITY OF CARRIER**  
*Scheduled Service & Charter Service*

1. The carrier will be responsible for the furnishing of transportation only over its own lines. When the carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), the carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 9      SPACE FOR THE CARRIER'S USE**  
*Charter Service*

Any capacity in the aircraft not being utilized by the charterer may be used by the carrier for the carriage of its own personnel, baggage or goods.

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**RULE 10    TRAFFIC DOCUMENTS**  
**Scheduled Service & Charter Service**

1. The carrier shall issue:
  - (a) with respect to each passenger, an individual passenger ticket, manifest, or other similar document.
  - (b) in respect of baggage, a baggage ticket, manifest or other similar document, which may be combined with the passenger document.
  - (c) in respect of goods, an air consignment note, manifest, waybill, bill of landing or other similar document.
  
2. The charterer shall provide the carrier with all reasonable information, facilities and assistance in the issuing and delivery of traffic documents.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 11     LIMITATION OF ACTION**  
***Scheduled Service & Charter Service***

1. No action may be maintained against the carrier for injury to or for any delay in carriage of any passenger unless the action is commenced within a period of 2 years of such occurrence.
2. No action may be maintained against the carrier for loss or delay of or damage to baggage or goods unless notice of the claim is presented in writing to the head office of the carrier within thirty days after the occurrence of such loss, delay or damage, or such further period as a court may decide in view of all the circumstances, to be reasonable and unless the action is commenced within one year of such occurrence.

**For Explanations of Abbreviations and Symbols See Page 7**

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**ISSUE DATE**  
November 4, 2008

**EFFECTIVE DATE**  
December 18, 2008

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**RULE 12    LIMITATION OF ACTION RESPECTING PASSENGERS AND  
BAGGAGE**  
*Scheduled Service*

1. No action may be maintained against the carrier for injury to or for any delay in carriage of any passenger unless the action is commenced within a period of 2 years of such occurrence.
2. No action may be maintained against the carrier for loss of or damage to baggage unless notice of the claim shall have been presented in writing to the head office of the carrier within thirty days (or such further period as a court may decide in view of all the circumstances to be reasonable) after the occurrence of such loss, damage or delay and unless the action is commenced within one year of such occurrence.

For Explanations of Abbreviations and Symbols See Page 7

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ISSUE DATE  
November 4, 2008

EFFECTIVE DATE  
December 18, 2008

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**RULE 13    LIABILITY FOR CHARGES**  
*Scheduled Service*

The shipper and consignee shall be liable jointly and severally, for all unpaid charges payable on account of a shipment pursuant to this Tariff including but not confined to sums advanced or disbursed by a carrier on account of such shipment.

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 14      LIABILITY OF CARRIER RESPECTING GOODS**  
*Scheduled Service & Charter Service*

1. Subject to subsection (2) and *Rule 15, "Exclusions from Liability Respecting Goods"*, the liability of the carrier in respect of loss of, or damage to goods whether caused directly or indirectly by the act, neglect, or default of the carrier or not is limited to the sum of \$0.50 per pound.
  
2. The liability of the carrier is limited to the declared value of goods when the charterer/customer:
  - (a) has declared a value of the goods in an amount exceeding \$0.50 per pound.
  
  - (b) has paid an additional charge of \$1.50 per \$15.00 or fraction thereof for the excess amount.

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**RULE 15 EXCLUSIONS FROM LIABILITY RESPECTING GOODS**  
***Scheduled Service & Charter Service***

Unless caused by its negligence, the carrier shall not be liable for:

- (a) any difference in weight or quantity of goods from shrinkage, leakage or evaporation.
- (b) loss of or damage to goods
  - occurring after the expiration of forty-eight (48) hours , exclusive of statutory or customary holidays from the time of oral or written notice to the consignee of the arrival of the goods at the airport or landing area serving the destination of the goods.

The carrier shall not be liable for loss of or damage to any goods caused or contributed to by:

- (a) acts of God, perils of the air, state enemies, public authorities acting with actual or apparent authority of law, quarantine, riots, strikes, civil commotions or hazards or dangers incident to a state of war.
- (b) the act or default of the charterer/customer/shipper, consignee or owner.
- (c) the nature of the goods or any defect in the goods or any characteristic or inherent vice therein.
- (d) violation by the charterer/customer/shipper, consignee or any other party claiming an interest in the goods of any of the terms and conditions contained in this Tariff or in any other applicable tariff including but without being limited to failure to observe any of the terms and conditions relating to goods not acceptable for transportation or goods acceptable only under certain conditions.
- (e) improper or insufficient packing, securing, marking or addressing.
- (f) acts or omissions of warehousemen, customs, or quarantine officials or other persons other than the carrier or its agents in gaining lawful or unlawful possession of the goods.

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**LOCAL DOMESTIC TARIFF  
RULES**

- (g) compliance with delivery instructions from the charterer/customer or consignee.
- 3. The carrier shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, misdelivery, non-delivery or any other result not caused by the actual negligence of itself, or its agents, servants or representatives acting within the scope of their authority, or not occurring on its own line or on its own service or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.
- 4. The carrier shall not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value except as provided for in *Rule 14, "Liability of Carrier Respecting Goods"*, unless such articles are specifically declared to the carrier in writing but the carrier shall not be liable in any event for such articles enclosed in or shipped as baggage.
- 5. The carrier shall not in any event, be liable for any consequential or special damages arising from transportation whether or not the carrier had knowledge that such damages might be incurred.
- 6. The carrier shall not be liable for loss or damage caused by or to liquids or fragile or perishable articles enclosed in or shipped as baggage.
- 7. The carrier shall not be liable for any claims unless written notice thereof is given at the head office of the carrier within the period prescribed by *Rule 11, "Limitation of Action"*.
- 8. The carrier will not be liable for any loss or damage to live animals, reptiles, birds, poultry, insects and fish except for death, (including breakage of limbs rendering death necessary) when caused by fire, lightning, windstorm, water damage, crash, or collision.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 16 LIABILITY OF THE CARRIER RESPECTING PASSENGERS**  
*Scheduled Service & Charter Service*

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

1. The liability of the carrier in respect of the death of or injury to a passenger is limited to the sum as per Provincial Airlines' Insurance Policy (minimum \$300,000 per passenger).
  - (1.1) the carrier may by agreement with the charterer/customer increase the carrier's limit of liability above the sum set out in subsection (1) but the charterer/customer in such case, shall be charged for any additional insurance premiums paid by the carrier as a result of such increase in the carrier's limit of liability.
2. The carrier is not liable:
  - (a) in the case of any passenger whose age or mental or physical condition including pregnancy is such as to involve an unusual risk or hazard for any damages sustained by that passenger that would not have been sustained but for his age or mental or physical condition.
  - (b) in the case of a pregnant passenger for any damages in respect of the unborn child of that passenger.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 17**    **LIABILITY OF CONTRACTORS**  
*Scheduled Service & Charter Service*

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**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 18    SCHEDULES**  
***Scheduled Service***

The carrier assumes no obligation to commence or complete transportation within a certain time or according to any specific schedule or to make connections with any other carrier and no carrier will be held liable for failure to do so or for error in any statement of times of arrival or departure.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 19 FAILURE TO OPERATE ON SCHEDULE**  
*Scheduled Service*

1. When a passenger who has a ticket and a confirmed reservation is delayed on/or misses a connection because of:
  - (a) a schedule irregularity such as a change in the schedule of a flight, delay in arrival or departure time, omission of a scheduled stop or cancellation of a flight.
  - (b) inability to provide previously confirmed space.
  - (c) cancellation of the passenger's reservation pursuant to *Rule 41, "Reservations" Number 2. Cancellation* – the carrier will:
    - (i) transport the passenger on another of its flights on which space is available at no additional cost to the passenger.
    - (ii) reroute the passenger only over its own lines to the destination, next stopover point or transfer point shown on its portion of the ticket, without stopover, at no additional cost to the passenger.
    - (iii) refund in accordance with *Rule 44, "Refunds" Number 1. Involuntary.*
  
2. Except to the extent provided in this rule, no carrier will be liable for failing to operate any flight according to schedule or for changing the schedule of any flight with or without notice to the passenger.

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**RULE 20**    **LIABILITY OF DELAY**  
*Scheduled Service & Charter Service*

The carrier shall not be liable for delay either before the flight is commenced or at any time during the flight owing to weather conditions, unserviceability of the aircraft or other conditions beyond the control of the carrier.

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**RULE 21 OPERATION, INTERRUPTION OR CANCELLATION OF SERVICE**  
*Scheduled Service & Charter Service*

1. The carrier shall have exclusive operational control over all aircraft and the contents and crew thereof.
2. Every person who is provided with transportation on a Provincial Airlines aircraft shall comply with all the terms and conditions of the carrier and all persons and property aboard a Provincial Airlines aircraft shall be subject to the authority of the Pilot-in-Command.
3. The carrier may:
  - (a) cancel or terminate a service or any flight at any time
  - (b) return to base or to the last point of landing
  - (c) divert or land at an intermediate point

when such action is deemed by the carrier to be necessary owing to the unserviceability of the aircraft, weather conditions, or other conditions beyond the control of the carrier.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 22     ROUTING AND REROUTING – GOODS**  
*Scheduled Service and Charter Service*

1. Carrier in the exercise of due diligence and in order to protect all property accepted for transportation will determine the routing of any shipment.
  
2. Carrier reserves the right to deviate from any route shown on the air bill and to forward when necessary, in its opinion, to expedite delivery via any air carrier or other transportation agency at the rate prescribed by such agency provided that when either of the foregoing rights is exercised, the transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the air bill.

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 23 REROUTING – PASSENGER**  
*Scheduled Service*

1. Carrier will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof prior to arrival at the destination named on the original ticket PROVIDED that after transportation has commenced, a one-way ticket will not be converted into a round trip ticket.
2. The fare and charges applicable when a rerouting or change in destination is made at passenger's request shall be the fare and charges that would have been applicable had the original ticket designated the routing and/or destination as revised by the new ticket.

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 24     SPLIT CHARTERS**  
*Charter Service*

The carrier shall enter into a charter with one charterer only at one time and shall not permit the resale of space at a toll per unit but when the charterer and persons other than the carrier wish to use the aircraft jointly, the carrier, if requested by the charterer, may accept payment of the charter charges from the charterer and such other persons on any basis of appointment agreed to between the parties.

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**RULE 25    STOPOVERS**  
*Scheduled Service*

Stopovers are not permitted as defined in Rule 1.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 26     SUBSTITUTION OF AIRCRAFT**  
*Charter Service*

When owing to causes beyond the control of the carrier the chartered aircraft is unavailable at the time the service commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or with the consent of the charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsection (a) and (b).

- (a) when a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft shall not be greater than the payload that would have been available in the aircraft originally chartered unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- (b) when the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges shall be based on the rates and charges applicable to the type of substituted aircraft.

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**RULE 27      APPLICATION OF FARES**  
                   *Scheduled Service*

1. Transportation is subject to the fares and charges in effect on the date on which such transportation commences at the point of origin designated on the ticket. If after a ticket has been issued and before any portion thereof has been used, an increase or decrease in the fares or charges applicable to the transportation covered by the ticket becomes effective, the full amount of such increase or decrease will be collected from or refunded to the passenger as the case may be.
  
2. Where a through fare is specifically published via the desired routing from point of origin to point of destination such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares via such routing.
  
3. Except as otherwise provided in *Rule 6, "Ground Transportation"*, fares and charges will apply only to transportation between the airports through which the points named in connection with such fares and charges are served by the carrier.

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**RULE 28 CONSTRUCTION OF FARES NOT PUBLISHED**  
*Scheduled Service*

When the fare between any two points is not specifically published such fare will be constructed by combining those fares applicable via the desired routing from the passenger's point of origin which produce the lowest fare provided however that:

1. If the fare so constructed exceeds the fare applicable to or from a more distant point via the same routing, the fare applicable to or from such more distant point will apply.
2. If a fare constructed for a trip interrupted by travel other than via carrier exceeds the applicable through fare for uninterrupted travel via the same routing, the applicable through fare will apply.

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**RULE 29    FARES FOR MEDICAL ESCORTS  
              Scheduled Service**

Medical fares and Medical Escort fares are available on computer from the Director of Flight Operations and on computers at each Provincial Airlines Ticket Counter.

Provincial Airlines Limited offers the same fare to a Medical escort when accompanying a passenger for medical reasons. The passenger must be in possession of a doctor's letter stating that they are traveling for a medical appointment.

**For Explanations of Abbreviations and Symbols See Page 7**

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<b>ISSUE DATE</b> August 30, 2006	<b>ISSUED BY</b> D.T. Vaillancourt Vice-President Operations Provincial Airlines Limited P.O. Box 29030 St. John's, NF A1A 5B5	<b>EFFECTIVE DATE</b> October 14, 2006
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**RULE 30      FARES FOR CHILDREN**  
***Scheduled Service***

1. Children under two (2) years of age

- (a) carrier accepts for transportation without charge not more than one child under two years of age not occupying a separate seat and accompanied by a fare-paying passenger at least 12 years of age.
- (b) if more than one child under two years of age accompanies a fare-paying passenger or if a separate seat is reserved the fare applicable to the transportation of any child under two years of age (not entitled to free transportation under paragraph 1.a) will be the same as for a child two years of age but under 12.

2. Children two (2) years of age but under twelve (12)

Subject to the provisions of *Rule 79, "Carriage of Children"*, and except as provided in paragraph 3 of this rule, provided a ticket therefore is purchased before the transportation commences the fare applicable to the transportation of any passenger at least two (2) but less than twelve (12) years of age will be the same as the adult fare.

3. Children – Unaccompanied

The fare applicable to the transportation of a child five years of age or over but who has not reached his 12<sup>th</sup> birthday and who is not accompanied by a passenger at least 12 years of age will be the full adult fare. Such children are accepted or transportation only in accordance with *Rule 79, "Carriage of Children"*.

**For Explanations of Abbreviations and Symbols See Page 7**

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August 30, 2006	D.T. Vaillancourt Vice-President Operations Provincial Airlines Limited P.O. Box 29030 St. John's, NF A1A 5B5	October 14, 2006

**RULE 31      FARES FOR COMPASSIONATE TRAVEL**  
***Scheduled Service***

A discounted fare (based on full adult fare [Y] round trip travel only) as outlined in Table VII – C is given to any passenger traveling due to a death or imminent death of an immediate family member.

The following information must be provided at the time of booking a reservation:

1. Name of dying/deceased immediate family member.
2. Relationship of dying/deceased to passenger.
3. In the case of death:

*Memorial/funeral to be held at*

<i>Name of Institution</i>	<i>Address</i>	<i>Phone</i>	<i>Date</i>
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In the case of the imminent death:

<i>Name</i>	<i>Address</i>	<i>Phone # of attending physician</i>
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*Location of dying immediate family member (i.e. name & phone # of hospital)*

In the case of a Compassionate Refund request after travel the passenger must submit the following:

1. Completed compassionate travel form.
2. A physician’s statement on official letterhead which clearly defines the situation of imminent death or in the case of death, a copy of the death certificate or funeral director’s statement.
3. Original passenger coupon of ticket (full adult fare [Y] round trip only).
4. Boarding pass(s).

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December 1, 2001	G.J. Furey Director of Flight Operations Provincial Airlines Limited P.O. Box 29030 St. John’s, NF A1A 5B5	December 1, 2001

**RULE 32    FARES FOR PASSENGERS OCCUPYING TWO (2) SEATS**  
*Scheduled Service*

1. When a passenger requests the exclusive use of two seats for himself/herself the carrier will charge the amount as outlined in Table VII – C of the applicable adult fare between the points between which such two seats are thus reserved, rounded off to the next higher multiple of \$0.10 cents.
2. The free baggage allowance for such passenger will be twice the normal allowance.

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**RULE 33    FARES FOR PASSENGERS ON STRETCHERS**  
*Scheduled Service*

Provincial Airlines does not accept passengers on stretchers on its scheduled service.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 34    FARES FOR ROUND TRIPS**  
*Scheduled Service*

Fares for round trips will be twice the applicable one-way fares.

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**RULE 35    FARES FOR SENIORS**  
*Scheduled Service*

A discounted fare (based on full adult fare [Y] as well as other excursion fares where applicable, as outlined in Table VII – C is available for passengers sixty (60) years and over. This discount is also available to a travel companion of any age.

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**RULE 36    FARES FOR SEAT SALES**  
*Scheduled Service*

From time to time sales will be offered on certain and not necessarily all route segments however some restrictions may apply.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 37    FARES FOR SERVICE ANIMALS**  
*Scheduled Service*

Service animals trained to lead persons with a disability will be accepted without charge for carriage in the cabin. The service animal must remain harnessed and under the passenger's control. The service animal will remain on the floor at the passenger's seat.

For Explanations of Abbreviations and Symbols See Page 7

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**RULE 38      FARES FOR MEDICAL PASSENGERS**  
*Scheduled Service*

A discounted fare (based on full adult fare [Y]) as outlined in Table VII – C is available for a passenger who is traveling for medical reasons. The passenger must be in possession of a doctor’s letter stating that they are traveling for a medical appointment.

For Explanations of Abbreviations and Symbols See Page 7

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<p><b>ISSUE DATE</b>                  December 1, 2001</p>	<p><b>ISSUED BY</b>                  G.J. Furey                  Director of Flight Operations                  Provincial Airlines Limited                  P.O. Box 29030                  St. John’s, NF A1A 5B5</p>	<p><b>EFFECTIVE DATE</b>                  December 1, 2001</p>
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**RULE 39      FARES FOR YOUTH STANDBY**  
***Scheduled Service***

A discounted fare is available on the computer from the Director of Flight Operations and at each computer located at each Provincial Airlines stations.

This fare is available for passengers between the ages of twelve (12) and twenty-four (24) on a seat availability basis only. The passenger will be required to show a proof of age document.

Passengers traveling on a Student Standby fare must present a Student ID. There is no age limit for students who present a valid Student ID.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 40      DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES  
 RE: WEIGHT OF BAGGGE, CARGO SHIPMENT, CUBIC  
 DIMENSIONS**  
*Scheduled Service & Charter Service*

1. Fractions of pounds will be assessed at the charge for the next higher pound.
2. In computing rates or charges, fractions of less than one half cent will be dropped and fractions of one-half cent or more will be considered as one cent.
3. Before computing cubic dimensions, fractions of less than one half inch will be dropped and fractions of one half inch or more will be considered as one inch.

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**RULE 41     RESERVATIONS**  
*Scheduled Service*

**1. General**

A reservation will be tentative only and will not be valid until the passenger has secured a confirmed ticket indicating his confirmed reserved space thereon.

**2. Cancellation**

- a) Carrier will cancel the reservation of any passenger whenever such action is necessary to comply with any governmental regulation or to comply with any governmental request for emergency transportation in connection with the national defense, medical evacuation or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.
- b) If the passenger fails to occupy space which has been reserved for him/her on a flight and the carrier fails to receive notice of the cancellation of such reservation prior to the departure of such flight the carrier will cancel such reservation and all other reservations for continuing or return space.
- c) Carrier is not liable when it cancels the reservation of any passenger in accordance with 2. b of this rule except to refund the value of the ticket.

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**RULE 42     TICKETS**  
***Scheduled Service***

**1. General**

- a) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination.
- b) Flight coupons will be honored only if the order in which they are issued and only if all unused flight coupons and passenger coupons are presented together.
- c) A ticket which has not been validated or which has been altered, mutilated, or improperly issued, shall not be valid.
- d) Tickets are not transferable and carrier is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person.

**2. Validity**

- a) The period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket or if no portion of the ticket is used from the date of issuance of the original ticket.
- b) If the passenger is prevented from using the ticket or a portion thereof on the last day of the applicable period specified in this rule by lack of space or flight cancellation, the ticket shall remain valid until space can be provided on a schedule comparable to that on which the passenger requested space or if the passenger is unable to commence or continue his/her travel because of the illness or physical incapacitation of himself/herself or a member of his/her family or of an associate with whom he/she is traveling, the carrier will extend the limit of the ticket not to exceed 30 days beyond the original limit. Such illness or incapacitation must be certified in writing by a physician and the certification must specify that the passenger was or will be prevented from completing his/her journey prior to the expiration of the original time limit because of circumstances. Such certificate must be surrendered to the carrier and the ticket and all coupons so affected must be endorsed by the agent to indicate that an extension has been granted under this rule.

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**RULE 43      LOST TICKETS**  
***Scheduled Service***

1. When a passenger loses his/her ticket or the unused portion thereof the carrier will make a refund to the passenger in the following amounts as applicable:
  - (a) if no portion of the ticket has been used refund will be an amount equal to the fare and charges paid.
  - (b) if a portion of the ticket has been used and
    - i. the passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket the refund will be an amount equal to the fare and charges paid for such new ticket.
    - ii. the passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket refund will be an amount equal to the difference between the fare and charges paid and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
  
2. Refund will be made in accordance with (i) above provided application therefore has been made not later than one month after the expiration date of the lost ticket to the general offices of carrier on forms prescribed by carrier for such refunds.
  
3. Refund will be made upon application provided that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person and provided that the passenger agrees in such form as may be prescribed by the carrier to indemnify carrier for any loss or damage which it may sustain by reason of such refund.

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**RULE 44 REFUNDS**  
***Scheduled Service***

**1. Involuntary**

- (a) the amount carrier will refund upon surrender of the unused portion of the passenger's ticket pursuant to *Rule 89, "Refusal of Carriage", Rule 79, "Carriage of Children", or Rule 19, "Failure to operate on Schedule"*, will be:
  - i. if no portion of the ticket has been used an amount equal to the fare and charges.
  - ii. If a portion of the ticket has been used an amount equal to the lowest direct one-way fare applicable from the point of termination to the destination named on the ticket or to the point at which air transportation is to be resumed.

**2. Voluntary**

- a) When *Rule 89, "Refusal of Carriage", Rule 79, "Carriage of Children", or Rule 19, "Failure to operate on Schedule"* is not applicable the carrier will at the request of the passenger and upon surrender of the unused portion of his ticket provided application is made within the period of validity of the ticket refund to the passenger named on the ticket on the following basis:
  - i. If no portion of the ticket has been used, the refund will be an amount equal to the fare and charges applicable to the ticket issued to the passenger and
  - ii. If a portion of the ticket has been used the refund will be an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.

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**RULE 45    APPLICATION OF RATES AND CHARGES**  
*Charter Service*

Term charters are subject to daily minimums of three (3) hours per day at 25 days per month or the actual mileage charge flown whichever is greater as outlined in Table II for the applicable aircraft.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 46    APPLICATION OF ZONE RATES AND CHARGES**  
*Charter Service*

**INTENTIONALLY OMITTED**

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 47 CHARTER & FERRY MILEAGE DETERMINATION**  
*Charter Service*

1. For the purpose of computing rates and charges herein the mileage to be used including both charter and positioning and depositioning (if any) mileage will be the shortest mileage (Statute Miles) covering the actual airport to airport great circle mileage of the agreed charter flight or flights using the following sources in the order listed below:
2. IFR Conditions: Any time the weather conditions at the destination airport(s) requires that an instrument approach procedure be conducted an additional ten miles times the number of segment(s) for which an approach is required will be added to the total distances.
3. In the event that the mileage calculation cannot be used due to type of flying (i.e. survey) the hourly charter rate will be in effect.

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**RULE 48    COMPUTATION OF DAYS**  
***Scheduled Service & Charter Service***

in computing time in days full calendar days will be used including legal holidays.

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 49 DETERMINATION OF TOTAL CHARTER MILES OR HOURS**  
*Charter Service*

1. The total charter miles or hours whichever is applicable shall be the aggregate of the following miles or hours computed in accordance with *Rule 50, "Determination of Flight Time"*, that is to say:

- (a) The less of the miles or hours if any:
  - i. Measured from the carrier's nearest base named in Table I at which the chartered aircraft is shown as available to the place at which the work provided for in the charter is to be performed.
  - ii. Measured from the place at which the chartered aircraft is actually located at the time of the charter to the place from which the work provided for in the charter is to be performed.
- (b) the miles or hours flown in performing the work of the charter.
- (c) the lesser of the miles or hours in any:
  - i. Measured from the place at which the work provided for in the charter terminated to the carrier's base named in Table I nearest to the place at which the work provided for in the charter commenced.
  - ii. Measured from the place at which the work provided for in the charter terminated to whichever of the following places the aircraft is actually flown that is to say:
    - another base of the carrier
    - the place at which another charter is to commence
    - the place at which the carrier requires the aircraft for operational reasons

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2. Where the chartered aircraft is on a term charter subject to rates per hour and the hours flown for positioning and depositioning the aircraft calculated from and to the carrier's base under the provisions of paragraph (1) (a) but the flight of the aircraft commences and terminates at places other than the carrier's base the hours flown between the carrier's base and the places of commencement and termination of the work provided for in the charter shall be determined as follows:
- a) The mileage between the carrier's base and place of commencement or termination of the work provided for in the charter the distance measured in straight lines along such routes and is divided by the block speed determined by dividing the rate per hour for non-term charters by the rate per mile for non-term charters published in Table II.

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**RULE 50 DETERMINATION OF FLIGHT TIME**  
*Charter Service*

1. When an entire flight is to be assessed at rates per hour, the hours and minutes for which a charge is made shall be computed from the time the aircraft commences taxiing before take-off until it finishes taxiing after landing.
2. When only a portion of a flight is to be assessed at rates per hour, the hours and minutes flown shall be computed from the time the aircraft deviates from a point on the measurable route until it returns to a point on the measurable route.

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**RULE 51     DISPOSITION OF FRACTIONS WHEN COMPUTING CHARGES**  
**RE: MILEAGE**  
*Scheduled Service & Charter Service*

**1. Scheduled Service & Charter Service**

When computing charges:

- (a) fractions of less than one half mile shall be dropped
- (b) fractions of one half mile or more shall be increased to the next whole mile
- (c) fractions of an hour shall be increased to the next multiple of six minutes

**2. Charter Service**

When computing a charge other than a total charter charge:

- (a) fractions of less than one half cent shall be dropped
- (b) fractions of one half cent or more shall be increased to the next whole cent

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**RULE 52      EXTENSIONS OF GUARANTEE**  
*Charter Service*

1. Where prior to its termination a charter involving a guaranteed volume of flying is extended indefinitely or is extended to guarantee a volume of flying not greater than the volume originally guaranteed, the special rates per mile or per hour that applied to the volume originally guaranteed apply during the period of the extension so long as the required average daily utilization of not less than three hours flying per aircraft is guaranteed.
  
2. Where prior to its termination a charter involving a guaranteed volume of flying is extended to guarantee an additional volume of flying greater than the volume originally guaranteed the special rates per mile or per hour that apply to the period of the extension are those applicable to that volume of flying guaranteed in the extension.
  
3. Where a charter involving a guaranteed volume of flying terminates without any extension thereof no further guarantee is given but the charterer continues to use the aircraft special rates per mile or per hour do not apply.

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**RULE 53**    **FACILITIES AND SERVICES REQUIRED TO BE PROVIDED BY  
CHARTERER**  
*Charter Service*

**INTENTIONALLY OMITTED**

**For Explanations of Abbreviations and Symbols See Page 7**

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**RULE 54 CHARGES FOR CANCELLATION OF CHARTERS BY THE  
CHARTERER**  
*Charter Service*

Provincial Airlines has the option to charge a fee as outlined in Table II for the applicable aircraft.

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**RULE 55 CHARGES FOR CREW EXPENSES**  
*Charter Service*

When the nature of the charter requires the carrier's personnel to live away from the carrier's bases, the charterer shall provide or be charged to their accommodation and meals and ground transportation between aircraft and living quarters at the operating site.

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**RULE 56 CHARGES FOR LAYOVER/DETENTION ON NON-TERM  
 CHARTERS**  
*Charter Service*

The detention charges set out in Table V shall be charged only when the aircraft is detained at the request of the charterer beyond the free time provided in the said table.

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**RULE 57     ADDITIONAL CHARGES FOR FUEL AND OIL**  
*Charter Service*

**Fuel and Oil**

1. When fuel and oil are cached in connection with the performance of a charter, the charterer shall be charged the cost of establishing the cache and returning empty containers.
2. When the aircraft of the carrier is used for establishing a cache referred to in subsection (1) the hours flown shall be charged for as part of the charter.
3. When fuel and oil are obtained from a supply point other than that of the carrier or the charterer or from a cache established under subsection (1) and (2) the charterer shall be charged the amount by which the cost per gallon to the carrier at the point of supply.

**Additional Fees**

Applicable fees such as NAV Canada Navigational fees, airport fees, customs fees, and other associated operating fees will be charged at cost.

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**RULE 58 CHARGES FOR LANDINGS ON NON-TERM CHARTERS**  
*Charter Service*

The landing charges set out in Table IV shall be charged when landing in addition to the free landings allowed in that table are made pursuant to a request by the charterer.

Landing charges shall not apply.

- (a) to landings made on flights to which the minimum charge per flight applies or
- (b) to the landing made upon positioning of the aircraft after completion of the work provided for in the charter

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**RULE 59 CHARGES FOR LOADING AND UNLOADING AIRCRAFT**  
*Charter Service*

1. The carrier is responsible for loading and unloading aircraft as its bases except that when the charterer requests or the nature of the shipment requires special equipment or personnel, the cost of such special equipment and personnel shall be charged to the charterer.
2. At places other than the carrier's bases except when caused by unserviceability of the aircraft or other cause attributable to the carrier, the cost of loading and unloading of aircraft shall be charged to the charterer.

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**RULE 60     MINIMUM CHARGES**  
*Charter Service*

1. When the charges for flying are less than the applicable minimum charges per aircraft published in Table II the minimum charges per aircraft are applicable.
2. The minimum charge for flying on term charters is the amount computed by multiplying the number of days or months each aircraft is on the term charter by the applicable minimum charge per aircraft per day or per month.
3. The minimum charge per aircraft per month is applicable when it is less than the charge resulting from the application of the minimum charge per aircraft per day.
4. For days beyond a period of a whole month, 1/30<sup>th</sup> of the applicable minimum charge per aircraft per month is applicable to each such day.
5. In term charters of less than one month when the aircraft is available for less than an average of five hours per day the minimum charge per aircraft per day is an amount bearing the same proportion to the applicable minimum charge per day in Table II as the average number of hours of availability per day bears to an average of five hour per day.
6. In term charters of one month or more when the aircraft is available to the charterer for less than an average of twenty-five days per month the minimum charge per aircraft for the period of the charter is reduced by 1/30<sup>th</sup> of the applicable minimum charge per aircraft per month for each day the aircraft is unavailable less than the average of twenty-five days.

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**RULE 61    SPECIAL CONTRACTS**  
*Charter Service*

The rates and charges tables do not apply in respect of fares, rates, charges or terms and conditions for contracts agreed to and the provisions of the agreement will be kept confidential. The agreement is to be written or verbal by both parties and retained in a confidential file for a period of three years after it has ceased to have effect.

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<b>ISSUE DATE</b> August 25, 2008	<b>ISSUED BY</b> Shawn Keats Director of Flight Operations Provincial Airlines Limited P.O. Box 29030 St. John's, NF A1A 5B5	<b>EFFECTIVE DATE</b> August 25, 2008
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**RULE 62**    **SPECIAL RATES FOR GUARANTEED VOLUME FLYING**  
*Charter Service*

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**RULE 63 STORAGE**  
*Scheduled Service*

1. Shipments will be held by the carrier without charge for 24 hours (excluding Sundays and legal holidays for freight other than perishables) after arrival and tender of delivery at destination or notification of arrival whichever is applicable. Such 24 hour periods will be computed from the first 8:00 a.m. after tender of delivery or notification of arrival.
2. After the expiration of such free time, the carrier will if practicable, continue to hold such shipment as agent for the shipper and consignee subject to a charge of \$0.25 cents per day per 100 pounds or any fraction thereof, or if such continued holding is not practicable carrier, as such agent, will place the shipment in a public warehouse subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$0.25 cents per 100 pounds or any fraction thereof minimum charge of \$0.75 cents per shipment.
3. When the shipment is held by the carrier the carrier's liability will be reduced to that of a warehouseman and when the shipment is placed in a public warehouse, carrier's liability for the shipment will terminate.
4. Outbound shipments delivered to the carrier's premises which are not acceptable for any reason will be subject to storage charges as prescribed in the rule (without any free time) from the first business day after the delivery until such shipment is made acceptable for carriage or removed.
5. The provision of *Rule 77, "Carrier's Lien"*, shall apply to all shipments which are stored pursuant to this rule.

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**RULE 64 CHARGES FOR STORAGE**  
*Scheduled Service & Charter Service*

1. Unless otherwise agreed between the charterer/customer and the carrier, goods shall be held by the carrier without charge for a period of 24 hours after notification of arrival which period shall be computed from the first 8:00 a.m. after notification of arrival.
2. Upon the expiration of the period described in subsection (1), the carrier shall, if practicable, continue to hold the goods as agent for the charterer/customer, subject to a charge of \$0.25 cents per day per 100 pounds or any fraction thereof or if such continued holding is not practicable the carrier as such agent may place the goods in storage subject to a lien for all transportation, storage, delivery, warehousing and other charges including handling charges of \$0.25 cents per 100 pounds or any fraction thereof which lien shall be for at least \$0.75 cents.
3. When the goods are held by the carrier after notification of arrival the carrier's liability shall be reduced to that of a warehouseman and when the goods are placed in storage the carrier's liability for the goods shall terminate.
4. Outbound goods delivered to the carrier's premises that are not acceptable for carriage in the condition in which tendered are subject to the storage charges provided for in this rule from the time of notification to the charterer of unacceptability until such goods are made acceptable for carriage or removed.
5. The carrier has a lien for all sums due and payable on all goods that are stored pursuant to this section.

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**RULE 65 PAYMENT AND ADJUSTMENT OF CHARGES**  
***Scheduled Service & Charter Service***

**1. Scheduled Service & Charter Service**

Any amount by which charges paid before commencement of a flight or prior to its completion, exceed the charges properly applicable to the completed service shall be refunded to the charterer/customer upon completion of the flight.

**2. Charter Service**

When charges paid before commencement or prior to completion of the flight, are less than the charges properly applicable to the completed flight the difference shall be charged to the charterer/customer upon completion of the flight.

**3. Scheduled Service & Charter Service**

When a flight is cancelled by the carrier prior to commencement a full refund of the charges paid in advance shall be made to the charterer/customer by the carrier.

**4. Scheduled Service & Charter Service**

When a flight is cancelled by the carrier after commencement, charges shall be charged for the completed portion only.

**5. Scheduled Service & Charter Service**

No charges shall be charged to the charterer/customer.

- (a) where flights are not completed due to mechanical failure or crew casualties and the carrier fail to arrange satisfactory alternative transportation.

**6. Scheduled Service & Charter Service**

No charges shall be charged to the charterer/customer in respect of any flying in an unsuccessful attempt to complete a flight required under the charter/service unless the charterer/customer, his servant or agent agrees in advance.

**7. Charter Service**

The monthly payment on term charters of one month or more shall not be less than the applicable minimum charge per month.

**8. Scheduled Service & Charter Service**

Any refund of charges to which a charterer/customer might be entitled shall be limited to a sum attributable to that part of a charter/service that has not been usefully performed.

**9. Scheduled Service**

Unit toll rates and charges will be in accordance with Table VII.

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**RULE 66      PAYMENT OF CHARGES ON BEHALF OF THE  
                 CHARTERER  
                 *Charter Service***

Upon request of the customer and acceptance by the carrier and subject to reimbursement by the customer the carrier may pay or assume responsibility for payment of charges for transportation cartage, storage, loading and unloading, government duties and customs fees accrued on the goods to be carried pursuant to the charter.

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**RULE 67 CREDITS FOR FUEL AND OIL SUPPLIED BY CHARTERER**  
*Charter Service*

Where fuel and oil are supplied to the carrier by the charterer the charterer shall be credited with the value of such supplies.

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**RULE 68      APPLICATION OF RATES AND CHARGES**  
**SHIPPAGE OF GOODS**  
***Scheduled Service & Charter Service***

1. Charges will be assessed at the rates in effect on the day of acceptance of the shipment by the carrier or its gents.
2. Specific commodity rates remove the application of the general commodity rates on the same quantity of the same article or commodity from and to the same points over the same route.
3. Whenever and for such periods as direct service is suspended or discontinued between points named in the tariff, rates published between such points via such direct suspended or discontinued service will be inapplicable (except for combination or intermediate application) during such period as the service may be suspended or discontinued.

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**RULE 69      ADVANCEMENT OF CHARGES**  
*Scheduled Service & Charter Service*

1. Upon request, the carrier may advance charges for transportation, cartage, storage, loading, unloading and government duties and customs fees.
2. Charges will not be advanced on any shipment which under *Rule 72*, "*Charges Prepaid or Collect*", requires prepayment or guarantee of charges.

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**RULE 70 CHARGES FOR DECLARED VALUE  
*Scheduled Service & Charter Service***

**1. Scheduled Service & Charter Service**

A shipment will be deemed to have a declared value of \$0.50 per pound or \$1.10 kg (but not less than \$10) unless a higher value is declared on the air bill at the time of receipt of the shipment from the shipper.

**2. Scheduled Service & Charter Service**

An additional transportation charge of \$0.50 will be required for each \$100 (or fraction thereof) by which the value declared on the air bill at the time of receipt of the shipment from the shipper, exceeds \$0.50 per pound or \$10 (whichever is higher) provided however that a shipment having a declared value in excess of \$25,000 will not be accepted and the aggregated value of all shipments carried in any one aircraft must not exceed \$50,000.

**3. Scheduled Service**

The weight used to determine the declared value of a shipment will be the same as that which is used to determine the transportation charge for such shipment provided that when a shipment moves on the air bill over the lines of one or more carriers at a combination of rates, the declared value will be based on the lower weight upon which charges are based for any portion of the movement.

**4. Scheduled Service**

A shipment consisting of a commodity and/or article named in paragraphs 5 and 6 of this rule moving on one air bill over the lines of two or more carriers will be deemed to have for its entire movement the lowest declared value established by any one of such carriers unless a higher value is declared on the air bill at the time of receipt of the shipment from the shipper, in which event the highest additional transportation charge established by any one of such carriers will be applicable to the shipment for its entire movement.

**5. Scheduled Service & Charter Service**

Shipment of gold, silver, platinum and core bullion will be accepted only if the actual value is declared on the air bill at the time of receipt of the shipment from the shipper. Charges will be assessed on the weight and actual value of the shipment. Gold, silver and core bullion is deemed to include gold and silver in mass, gold and silver specie and/or in the form of ingots, bars, grain, sheet, foil, powder, sponge, rods, wires, tubes, circles, moldings and castings. Platinum is deemed to include platinum as bullion, platinum concentrates, platinum metals, including palladium iridium, ruthenium,

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osmium, rhodium and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, cube and strip.

**6. Scheduled Service & Charter Service**

C.O.D. shipments – the C.O.D. amounts to be collected in accordance with *Rule 73, "Shipments (Collect on Delivery)*, will be deemed to be the declared value of the shipment and charges assessed accordingly unless a higher or lower value is declared on the air bill at the time of receipt of the shipment from the shipper.

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**RULE 71 CHARGES ON MIXED SHIPMENTS**  
*Scheduled Service*

1. When articles taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest rate or rating applicable to any article therein.
2. When articles taking different rates and packaged separately in the same shipment, charges will be assessed (when such assessment results in a lower charge than that prescribed in paragraph 1 above) as follows:
  - (a) on shipments weighing less than 100 pounds by applying the applicable rate per pound to each part of the shipment subject to the applicable minimum charge for the commodity in the shipment carrying the highest rate
  - (b) on shipments weighing 100 pounds or more by applying the applicable rate per 100 pounds based on the weight of the entire shipment to the weight of each part of the shipment
  - (c) on shipments containing pieces subject to rates based on minimum weights, by applying the rate per 100 pounds based on the weight of the entire shipment applicable to each part of its actual or dimensional weight as per *Rule 93, "Charges for Excess Baggage"* and Table VI. The minimum weight to be observed for the entire shipment will be the highest minimum weight applicable to any rate used in rating the shipment any deficit below such minimum weight being assessed at the lowest rate applicable to any part in the shipment
3. Part of a shipment for the purpose of this rule, will consist of one package, piece, or bundle, or two or more packages, pieces or bundles having the same applicable airport-to-airport rate.
4. For purposes of this rule, transportation charges on each differently rated part of the shipment will be assessed on the actual or cubic dimensional weight, whichever is the greater of the two of each part.

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**RULE 72 CHARGES PREPAID OR COLLECT**  
*Scheduled Service*

Shipments will be accepted either with charges to be prepaid by the shipper or to be collected from the consignee except that the following shipments must be prepaid unless the shipper guarantees in writing the payment of collect charges.

- a) Shipments of human remains
- b) Shipments addressed to persons restrained of their liberty
- c) Shipments not equal in commercial value to the charges thereon
- d) Shipments addressed to Canadian government agencies unless shipped by government agents presenting proper bills of lading.
- e) Shipments of second hand household effects.
- f) Shipments addressed to consignees temporarily at a transient address.
- g) Shipments of baggage and sample cases addressed to customs
- h) Shipments of live animals

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**RULE 73      SHIPMENTS (COLLECT ON DELIVERY)  
                  *Scheduled Service***

1. It will be the sole responsibility of the shipper to enter the amount of the C.O.D. on the air bill and the carrier shall not be liable for failure to collect the C.O.D. amount when it is not so entered by the shipper. The shipper must also have the letters "C.O.D." and the total amount to be collected on delivery, legible and durably marked on each piece of C.O.D. The C.O.D. amount is deemed to be declared value of the shipment unless a higher or lower value is declared.
  
2. The following shipments will not be accepted C.O.D.:
  - (a) shipments requiring prepayment or the guarantee of transportation charges.
  
  - (b) shipments on which the total amount to be collected on delivery exceeds \$25,000.
  
  - (c) C.O.D. pieces will not be accepted on the same air bill with pieces not moving C.O.D. Only pieces covered by one C.O.D. amount will be accepted on one air bill.
  
  - (d) shipments of perishables will not be accepted unless prior approval of carrier has been obtained.
  
3. The amount of the C.O.D. is payable in cash; no privilege of examination or trial will be given prior to the collection thereof; no partial collection of the amount of the C.O.D. will be made; no partial delivery of a C.O.D. shipment will be made unless the full amount of the C.O.D. has been collected.
  
4. The disposition of refused or unclaimed C.O.D. shipments including reconsignment to a new consignee at a new address or the release of the C.O.D. amount may be arranged for by the shipper only in the following manner:
  - (a) by instructions placed on the air bill at the time of shipment.
  
  - (b) by written order to the carrier at origin who will transmit the instructions to the carrier at destination at the expense of the shipper.

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5. C.O.D. shipments containing perishable articles and refused or unclaimed at destination will be subject to *Rule 76, "Notice and Disposition of Property"*. Other C.O.D. shipments refused or unclaimed will be held subject to storage as provided in *Rule 63, "Storage"*, and if disposal is not arranged as prescribed in paragraph 4 of this rule within 30 days after notice has been given to the shipper, such shipments will be subject to *Rule 76, "Notice and Disposition of Property"*.
  
6. For collecting and remitting the amount of the C.O.D. a service charge will be made of ½ % (one half percent) of the amount of the C.O.D. subject to a minimum charge of \$0.50 cents.

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**RULE 74    PAYMENT OF RATES AND CHARGES**  
***Scheduled Service***

Rates and charges are payable in lawful currency of Canada in cash at the time of acceptance by the carrier on prepaid shipments or at the time of delivery on collect shipments.

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**RULE 75 CLAIM PROCEDURE – GOODS**  
*Scheduled Service & Charter Service*

1. All claims must be made in writing to the originating or delivering carrier within 30 days after the date of acceptance of a shipment by the originating carrier.
2. Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to the delivery of the shipment with the privilege to the carrier to make inspection of the shipment and container(s).
3. No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

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**RULE 76 NOTICE AND DISPOSITION OF PROPERTY**  
***Scheduled Service & Charter Service***

1. When perishable property or property which by its very nature requires expeditious handling is accepted for shipment and delay at point of origin thereafter develops or is reasonably anticipated, carrier, upon receipt of such knowledge, will promptly attempt to notify shipper thereof requesting instructions. If after reasonable attempt on the part of carrier in such cases to give such notice no further instructions are received carrier reserves the right to reroute the shipment by other means of transportation subject to *Rule 22, "Routing and Rerouting – Goods"*, or to dispose of it in accordance with the provisions of paragraph 3 of this rule.
  
2. Carrier will promptly notify consignee by mail or otherwise upon the arrival of shipment. If after notice of arrival has been given to consignee or delivery has not been effective and the shipment is undelivered at the expiration of the free storage time provided in *Rule 63, "Storage"* carrier will notify shipper and consignee at the addresses shown on shipment of carrier's inability to affect delivery. Any undelivered shipment will upon written request from shipper received within 10 days after date notice of non-delivery was mailed to shipper, be returned to shipper, forwarded or otherwise disposed of all at shipper's expense.
  
3. When a shipment containing perishable articles is delayed in the possession of the carrier or is unclaimed refused or threatened with deterioration, the carrier will have the right immediately to take such steps as it sees fit for the protection of carrier and other parties in interest including collect communications for instructions or sale or other disposition of such perishable articles without instructions.
  
4. When a shipment containing non-perishable property remains unclaimed or is refused after notice of arrival and notice of non-delivery as herein provided, carrier will have the right to store (as provided in *Rule 63, "Storage"*) and the additional right to dispose of the shipment or any part thereof at public or private sale after 30 days written notice to shipper and consignee at the addresses shown on the shipment.

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5. In the event of non-payment of any sums payable to carrier, the carrier will have the right to hold the shipment subject to storage (as provided in *Rule 63, "Storage"*) and to dispose of the shipment at public or private sale without notice to shipper or consignee paying itself out of the proceeds of such sale all sums due and payable including storage charges.
  
  6. No sale or disposal pursuant to this rule shall discharge any liability or lien to any greater extent than the proceeds thereof less selling expenses if any and the shipper and consignee shall remain liable jointly and severally for any deficiency.

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**RULE 77 CARRIER'S LIEN**  
*Scheduled Service & Charter Service*

The carrier will have a lien on the shipment for all sums due and payable to carrier pursuant to *Rule 78, "Indemnification", and Rule 13, "Liability for Charges"*.

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**RULE 78      INDEMNIFICATION**  
**Scheduled Service & Charter Service**

The shipper and consignee shall be liable jointly and severally to pay or indemnify the carriers for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered, or disbursed by a carrier by reason of any violation of any of the rules contained in this tariff or any other default of the shipper or such other parties with respect to a shipment.

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**CARRIAGE OF PASSENGERS**

**RULE 79 CARRIAGE OF CHILDREN**  
*Scheduled Service*

**Acceptance of Children**

Children under 12 years of age are accepted for transportation without restriction when accompanied by a passenger at least 12 years of age.

**Unaccompanied Minors Procedures**

Children under five years of age will not be accepted under any conditions.

**Carriage of Unaccompanied Children (UMNR)**

This handling applies to children between five and eleven years of age. However, we will extend this service to children over 11 years if so requested using the special service code YP (Young Passenger Traveling).

Between the ages of five and eleven the approval of the manager is required with the following restrictions:

1. The child must hold confirmed reservations through to the final destination.
2. The child must be accompanied by a parent or guardian to the airport.
3. The child must be met and taken into custody by a responsible adult at stopovers and destinations.
4. Information in writing showing the name and address of the responsible party who should be in possession of the child.
5. During the flight and en route at non-connection points the pilot/flight attendant will be responsible for the child.

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6. In the event of weather restrictions or other unforeseen circumstances it will be the crew decision whether or not to accept an unaccompanied minor for travel.
7. At connection points and during prolonged en route delays the Customer Service Agent will be responsible for the child.
8. At the destination airport the parent/guardian shall be contacted prior to arrival to confirm the flight number, arrival time, pick up location. The child shall be delivered to the person shown on the *“Request for Airline Carriage of Unaccompanied Minor”* (ACF 672) form. The person accepting the child shall show identification and sign for acceptance of the child.
9. Carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

**Form ACF672**

All UMs under the age of 12 are required to have a *“Request for Airline Carriage of Unaccompanied Minor”* form. This is to be prepared at time of ticket issuance and the ticket is to be attached to the cover of this form.

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**RULE 80 CARRIAGE OF DISABLED PERSONS**  
***Scheduled Service***

Except as provided in *Rule 30, "Fares for Children"*:

**1. Acceptance of persons with disabilities**

- (a) accept for carriage any passenger whose mental or physical condition is such as to render him/her incapable of caring for him/herself without assistance provided:
  - i. he/she is accompanied by an attendant who will be responsible for the passenger enroute, and
  - ii. With the care of such attendant, he/she will not require attention or assistance beyond that usually provided by the carrier's employees.

The following terms are used to determine the level of assistance required for the passenger and to determine what, if any, restrictions might apply to their travel.

<b>Ambulatory</b>	A person who is able to move about within the aircraft cabin without assistance.
<b>Non Ambulatory</b>	A person who is not able to move about the aircraft cabin without assistance.
<b>Self-Reliant</b>	A person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistant of a personal nature, such as assistance with eating, using the washroom facilities or administering medication nor does not require assistance from the carrier other than those normally offered by the carrier.
<b>Non Self-Reliant</b>	A person who is not capable of self-care during the flight and requires another person to look after their personal needs during flight and requires assistance of a personal nature such as assistance with eating, using the washroom facilities and administering medication.
<b>Service Animal</b>	Means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

**NOTE: The number of persons with disabilities and the number of attendants required may be altered by an air carrier in the case of handicapped athletes attending their sporting events.**

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<b>ISSUE DATE</b> August 20, 2006	<b>ISSUED BY</b> D.T. Vaillancourt Vice-President Operations P.O Box 29030 St. John's, NF A1A 5B5	<b>EFFECTIVE DATE</b> October 14, 2006
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**LOCAL DOMESTIC TARIFF  
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(b) persons with disabilities will be accepted for transportation as outlined below.

<b>Disability</b>	<b>Personal Attendant Required</b>
Blind	No
Deaf	No
Blind and Deaf/Self-reliant	No
Blind and Deaf/Non-self reliant	Yes
Intellectual/Self-reliant	No
Intellectually disabled/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self Reliant	Yes
Non-Ambulatory/Self-Reliant	No (*)
Non-Ambulatory/Non-self Reliant	Yes

\* Except in cases where the number of such passengers traveling on a given flight exceeds the Civil Aeronautics Directorate Transport Canada Guideline Commercial Air Services (Carriage of non-ambulatory passengers on Large Turbo-jet Aeroplanes). Carriers are advised to refer to the current guideline for further information.

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<b>ISSUE DATE</b> August 30, 2006	<b>ISSUED BY</b> D.T. Vaillancourt Vice-President Operations Provincial Airlines Limited P.O. Box 29030 St. John's, NF A1A 5B5	<b>EFFECTIVE DATE</b> October 14, 2006
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**2. Seating Restrictions**

Persons with disabilities will not be permitted to occupy seats in designated emergency exit rows over-wing emergency exit rows.

**3. Reservations**

Reservations should be made at least 24 hours in advance of travel advising carrier as to the nature of the disability and assistance required so that carrier arrangements can be made. Carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance.

**4. Fares for Persons with Disabilities/Accompanying Attendants**

- (a) An attendant accompanying any passenger with a disability will be assessed a discounted fare (based on full adult fare [Y] as outlined in Table VII – C to his/her travel over the sector(s) he/she accompanies the passenger with a disability provided a medical certificate in a form acceptable to carrier confirming the need for an accompanying attendant is present.
- (b) Passengers with disabilities may travel via any fare type offered subject to the governing rule for the fare type being used.

**Note:** Attendant fares are applicable only when accompanying a fare paying passenger.

**5. Acceptance of Mobility Aids**

- (a) In addition to the regular free baggage allowance provided in *Rule 92, "Free Baggage Allowance"*, carrier will accept the following items which must be stowed in the baggage compartment:
  - i. Manually and powered wheelchairs, scooters and walkers.
  - ii. Wheelchairs with non-spill able batteries must be disconnected and taped.
  - iii. Wheelchairs with spill able batteries are accepted at no charge to the passenger as follows:
    - if the wheelchair or scooter can be carried in an upright position then the battery need not be removed. The cables must be disconnected from the batter and taped together with the batter terminals capped or taped to prevent a short circuit.
    - if the wheelchair or scooter cannot be carried in a completely upright position or if there is an outline connection and the upright carriage cannot be guaranteed then the battery must be removed and the use of the batter kit is mandatory.

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- (b) Where a mobility aid cannot be carried in the passenger compartment carrier will provide assistance in disassembling and packaging the aid, unpacking the reassembling aid, and returning the aid promptly on arrival at the person's destination all without charge.
- (c) Where an mobility aid is accepted for carriage and the aid is damaged during Carriage or is not available to the person upon the person's arrival at the person's destination, the air carrier shall without charge immediately provide the person with a suitable temporary replacement at the person's destination.
  - i. Where an aid is accepted for carriage and the aid is damaged during carriage and can be repaired promptly and adequately the carrier shall arrange for the prompt and adequate repair of said aid at the air carrier's expense and shall return it to the person at the air carrier's expense as soon as possible.
  - ii. In the event that a mobility aid is damaged during carriage and cannot be repaired promptly and adequately or the aid cannot be located within 96 hours after the person's arrival at the person's destination and returned promptly to the person. The air carrier shall in addition to item c. above:
    - Replace the damaged or lost aid with an identical one satisfactory to the person or notwithstanding the limits of liability respecting goods in this tariff reimburse the person for the full replacement cost of the aid.

Where the aid carrier provides a person with a temporary replacement aid that person shall continue to have the use of that aid until the time the person's aid is returned to the person (as described in number 5. c. i) above or until a reasonable period for the replacement of the aid has elapsed where the air carrier has taken steps to replace a damaged or lost aid or has reimbursed the person as per number 5. c. ii) above.

**6. Service Animals**

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 to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with the standards established by a professional service animal institution, See Rule 87, "Carriage of Live Animals", Number 6.

**7. Carrier is not liable for its refusal to transport any passenger** or for its removal of any passenger in accordance with the preceding paragraphs of this rule. However, at the request of the passenger, a refund will be issued in accordance with Rule 44, "Refunds", 1. Involuntary.

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**RULE 81 CARRIAGE OF ATTENDANTS (ATTENDANT TRAVEL)**  
*Scheduled Service*

**Who is eligible for an Attendant discount?**

A non self-reliant individual is any person who is incapable of self-care during a flight. A non self-reliant individual requires personal assistance such as assistance with eating, using the washroom facilities or administering medication and many require assistance from the carrier other than those normally offered by the carrier.

Examples of eligible customers include those traveling with infant in incubator and those who need assistance administering medication etc.

**Who is not eligible for an attendant discount?**

Examples of ineligible passengers include self-reliant persons with a visual impairment, self-reliant persons who are deaf, passengers who require a wheelchair, who despite their disability are otherwise self-reliant and capable of self-care during the flight.

The attendant discount is as outlined in Table VII – C (based on full adult fare [Y] and is subject to the terms and conditions of the fare being met.

If the fare rule allows attendant travel, a doctor’s letter requesting assistance must be submitted to confirm that the disabled passenger requires an accompanying attendant as a condition of travel.

The attendants discount applies only to the segments that are traveled together with the person with a disability.

**Who is eligible to be an attendant?**

A person who is capable if providing assistance of a personal nature (such as using the washroom, eating, taking medications, etc).

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**RULE 82 CARRIAGE OF PASSENGERS TRAVELING WITH INFANTS**  
*Scheduled Service*

Passengers traveling with infants not yet two (2) years old may elect:

1. To carry the infant on their lap.
2. To carry the infant in a Transport Canada approved restraint device.

Only one (1) infant under 2 years of age will be accepted for carriage with each fare paying passenger at least 12 years of age. One adult cannot travel with one infant on their lap and another in a restraint device.

Each passenger in charge of a child under 2 years of age shall ensure that the child is held securely in the arms of an adult whenever the seat belt sign is illuminated.

**NOTE: The seat belt must not be fastened above the adult and infant.**

Passengers traveling with infants whether on their lap or in a restraint device may under no circumstances be seated in restricted or exit rows.

A seat must be assigned and a ticket purchased for all persons two or more years of age. They shall be restrained in a seat by one of the seat belts for take-off and landing.

Regardless of whether the child is carried on the adult's lap or in a restraint device, a notation will be made on the accompanying adult's boarding card indicating that an infant is traveling.

Pre-board all passengers traveling with an infant and car seat.

Passengers traveling with infants under two years of age and weighing less than 40 pounds may elect to carry the infant in a Transport Canada approved restraint device. A seat must be reserved for the infant and a ticket must be purchased. The infant car seat is placed in the aircraft seat and restrained by the normal aircraft lap straps.

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**RULE 83 CARRIAGE OF PEACE OFFICER(S) AND PASSENGER(S)  
UNDER ESCORT**  
*Scheduled Service & Charter Service*

Each prisoner under escort having a maximum security rating requires a minimum of two escorts. Only one maximum security rates person is to be carried per flight. Passengers under escort having a medium security rating may be carried with one escort for each passenger under escort. Passengers under escort having a minimum security rating may be carried with one escort for every two passengers.

1. A prisoner shall be accompanied by an attendant in both scheduled and charter services and the attendant shall assume full responsibility for the proper conduct and control of the prisoner.
2. The charterer/customer shall indemnify the carrier for any loss, injury or damage caused by a prisoner.

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**RULE 84 CARRIGE OF PREGNANT WOMEN  
Scheduled Service**

Any passenger with a normal pregnancy and no previous history of premature labor may travel up to and including the 35<sup>th</sup> week without medical clearance. Medical clearance is required for all pregnancies after the 35<sup>th</sup> week.

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**CARRIAGE OF CARGO**

**RULE 85 CARRIAGE OF DANGEROUS ARTICLES**  
*Scheduled Service & Charter Service*

1. The charterer/customer shall comply with the applicable governmental regulations governing the carriage of explosive or other dangerous articles under this tariff.
2. Any charterer/customer shipping or attempting to ship dangerous articles in contravention of any government regulations shall be liable to the carrier for all loss or damage directly or indirectly caused thereby and the carrier may store or dispose of such articles at the charterer's risk and expense.

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**RULE 86 CARRIAGE OF HUMAN REMAINS**  
*Scheduled Service & Charter Service***Scheduled Service**

Human remains are acceptable for shipment on scheduled service flights when enclosed in coffins or caskets that prevent offensive odors.

**Charter Service**

Except in cases of emergency, human remains shall not be carried unless enclosed in coffins or cases that prevent offensive odors.

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**RULE 87 CARRIAGE OF LIVE ANIMALS**  
*Scheduled Service & Charter Service*

1. Live animals shall be properly crated, harnessed or packed as required by the carrier.
2. The carrier may if he deems it necessary, require an attendant to accompany a live animal and the attendant shall be responsible for the care of the live animal.
3. When the carrier furnished food for a live animal, the cost of the food shall be charged to the charterer/customer.
4. The carrier is not responsible for the loss of or injury to a live animal except when caused directly or indirectly by the act, neglect, or default of the carrier.
5. The charterer/customer shall indemnify the carrier for any loss or damage caused by a live animal of the charterer or an attendant accompanying that animal.

**Service Animals**

1. Service animals *'animals that are trained to assist persons with disabilities'* will be accepted without charge for carriage in the cabin when accompanying a passenger. When in the cabin, the animal must be properly harnessed and remain with the passenger but not occupying a seat.

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**RULE 88 CARRIAGE OF PERISHABLE GOODS**  
*Scheduled Service & Charter Service*

1. The carrier does not agree to carry perishable items unless they are appropriately packed and not contained in checked baggage. Examples: Fish and seafood, fruits and vegetables, floral and nursery stock (flowers). However, such items will be accepted for carriage provided the above conditions are met and a limited release tag is completed.
2. Perishable goods shall be properly packed by the charterer/customer to prevent deterioration in flight.
3. Not accepted as checked baggage on scheduled service.
4. When perishable goods in a damaged condition or with damaged or inadequate packing are accepted for carriage the Traffic Document shall be so annotated by the carrier and the carrier shall be liable only for any loss, damage, deterioration, or destruction caused by its own negligence.
5. The carrier shall take reasonable precautions to ensure that perishable goods are not damaged by freezing or defrosting in flight.
6. Where:
  - a) Perishable goods are refused by the consignee
  - b) No effective arrangements are made by the charterer/customer or the consignee to accept perishable goods at the destination of the goods.
  - c) Disposal instructions for perishable goods cannot be obtained from the charterer/customer or consignee and there is danger that the goods may become worthless because of delay in transit or delivery or of non-delivery.

The carrier may without prior notice, sell or otherwise dispose of the goods upon the best terms available.

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**RULE 89 REFUSAL TO TRANSPORT AND REMOVAL OF PASSENGER**  
*Scheduled Service & Charter Service*

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

a) Government Requests or Regulations

Whenever such action is necessary to comply with any government regulation or to comply with any government request for emergency transportation in connection with the national defense or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.

b) Search of Passenger or Property

When the passenger refuses to permit search of the person or property for explosives or a concealed deadly or dangerous weapon or article.

c) Proof of Identity

When a passenger refuses on request to produce positive identification.

**NOTE:** Carrier shall have the right but shall not be obligated to require positive identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding aircraft.

d) Immigration or other similar considerations

When the passenger is to travel across any international boundary if:

- (a) the travel documents of such passengers are not in order
- (b) for any reason such passenger's embarkation from transit through or entry into any country from, through, or to which such passenger desires transportation would be unlawful
- (c) such passenger fails or refuses to comply with the rules and regulations of the carrier.

e) Passenger's Condition

- (1) When the passenger's mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:

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**LOCAL DOMESTIC TARIFF  
RULES**

**1<sup>ST</sup> REVISED PAGE 108 CANCELS  
ORIGINAL PAGE 108**

- (a) He/she is accompanied by a ticketed attendant who will be responsible for caring for him/her throughout the flight and
  - (b) With the care of an attendant he/she will not require unreasonable attention of assistance from carrier personnel.
2. When the passenger has an obvious contagious disease or
3. When the passenger has an offensive odor.
4. When the passenger appears to be mentally deranged or mentally incapacitated. However, the carrier will accept escorted mental patients under the following conditions:
- 1. The requesting medical authority furnishes assurances in writing that an escorted mental patient can be transported safely.
  - 2. Only one escorted mental patient will be permitted on a flight.
  - 3. Request for carriage is made at least 48 hours before scheduled departure.
  - 4. Acceptance is for online travel only.
  - 5. The escort must accompany the escorted passenger at all times.

**II. PASSENGER'S CONDUCT & SANCTIONS**

**1. PROHIBITED CONDUCT**

Without limiting the generality of the foregoing, the following constitutes prohibited conduct where it may be necessary in the reasonable 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 crewmembers in their duty aboard the aircraft; or the safe and adequate flight operations:

- a) the person in the reasonable judgment of a responsible carrier employee, is under the influence of intoxicating liquors or drugs (except a medical patient under proper care)
- b) the person's conduct or condition is or has been known to be abusive, offensive, threatening, intimidating, violent, or otherwise disorderly and in the reasonable judgment of a responsible carrier employees there is possibly that such passenger would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crewmember in the performance of his duties aboard carrier's aircraft or otherwise jeopardize safe and adequate flight operations
- c) the person's conduct involves any unusual hazard or risk to self or to other persons (including in case of pregnant passengers, unborn children) or to property

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- d) the person fails to observe the instructions of carrier and its employees including instructions to cause prohibited conduct.
- e) the person smokes or attempts to smoke in the aircraft.
- f) the person uses or continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew.
- g) the person is barefoot.
- h) the person is wearing or has on or about their person concealed or unconcealed deadly or dangerous weapons, provided however that carrier will carry passengers who meet the qualification and conditions established in F.A.R. 108.00.
- i) the person is manacled and in custody of law enforcement personnel.
- j) the person has resisted or may reasonably be believed to be capable of resisting escorts.

**II. SANCTIONS**

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

1. Removal. Removal of the passenger at any point
2. Probation. 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 said 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's continued compliance avoidance of prohibited conduct.
3. Refusal to transport the passenger. The length of such refusals to transport may range from a one-time to an indefinite up to lifetime ban. The length of the refusal period will be in the carrier's reasonable discretion and will be for a period commensurate with 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 the other passengers or crew, the unhindered performance of the crewmembers in their duty aboard the aircraft or the safe and adequate flight operations.

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The following conduct will automatically result in an indefinite ban up to lifetime ban:

- a) The person continues to interfere with the performance of a crewmember's duties notwithstanding verbal warnings by the crew to stop such behavior.
- b) The person injures or subjects to a credible threat of injury a crewmember of other passenger.
- c) The person has a conduct that requires an unscheduled landing and/or the use of restraints such as ties or handcuff(s).
- d) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (2) above.
- e) These remedies are without prejudice to carrier's other rights and recourse namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the carrier's tariffs including the filing of criminal or statutory charges.

**III. RECOURSE OF THE PASSENGER AND LIMITATION OF LIABILITY**

Carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger on route for any reason specified in the foregoing paragraphs shall be limited to the recovery of the refund value of the unused portion of passenger's ticket from the carrier so refusing or removing as provided in *Rule 44, "Refunds", 1. Involuntary.*

A person who is refused carriage for an indefinite period of time up to a lifetime ban, or to whom a probation notice is served may provide to the carrier in writing the reasons why he/she 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.

Carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to the need or not to prolong the ban or to maintain the probation period or goods.

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**IV. REFUSAL OF CARRIAGE OF BAGGAGE OR GOODS**

1. The carrier shall refuse to carry any articles that is has reasonable grounds for believing:
  - a) will endanger the safety of the aircraft, crew or passengers or any property.
  - b) are shipped contrary to any government regulations
  - c) are liable to cause damage to the aircraft or to baggage or goods on board the aircraft or injury to persons on board the aircraft.
2. The carrier may refuse to carry improperly packed or otherwise defective baggage.

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**RULE 90 ACCEPTANCE OF BAGGAGE**  
***Scheduled Service & Charter Service***

1. Carrier has the right to examine baggage tendered for transportation.
2. Carrier will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purposes of his trip subject to the following conditions:
  - a) Carrier has the right to refuse to accept baggage for transportation on any flight other than the one on which the passenger is to be transported.
  - b) Carrier will refuse to accept any property for transportation if it cannot withstand ordinary handling or its weight, size or character renders it unsuitable for transportation on the particular aircraft on which it is to be transported.
  - c) Carrier will refuse to transport or will remove at any point any baggage which the passenger refuses to allow the carrier upon the request of the carrier to examine.
  - d) Carrier will refuse to accept the following articles for transportation unless advance arrangements have been made:
    - (i) Accepting Firearms and Ammunition (Domestic)
      - accept rifles and shotguns accompanying passengers as checked baggage only. Firearms are acceptable as checked baggage providing the firearm(s) is (are) unloaded, packaged properly and that the passenger completes a Firearm(s) Declaration Form.
      - inform the passenger that the carriage of a loaded weapon is a violation of Federal Government Regulations (Act 103.12).
      - the firearm(s) must be unloaded and all ammunition must be packaged separately from the firearm.
      - passenger must declare the firearm is not loaded and sign the Firearm(s) Declaration Form.
      - passenger must present his/her Firearms License to agent for inspection.

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- ii. Any other articles which can cause annoyance to passengers or which cannot be carried in the baggage or cargo compartments of the aircraft.
- iii. Any liquids as baggage or otherwise or any other articles not suitable, or not suitably packed for transportation in aircraft. Carrier will not be liable for the losses of or damage to liquids or such other articles or for the damage to other articles or for the damage to other property occasioned thereby in the event such liquids or other articles are packed in baggage or otherwise transported without the knowledge of the carrier.
- e) Carrier will accept photo flash bulbs for transportation if the bulbs are packed in the original package of the manufacturer and the package is marked to indicate the nature of the contents and to show that it is to be handled with care.
- f) Carrier will subject to available space, accept for transportation without charge, one collapsible wheel chair on the same flight with an incapacitated passenger dependent upon such wheel chair.
- g) Carrier will accept for transportation without charge, a dog trained to lead the blind properly harnessed when it accompanies a passenger with impaired vision dependent upon such dog. The dog will be permitted to accompany such passenger into the cabin but will not be permitted to occupy a seat.
- h) Carrier **will not** accept seat loaded baggage for carriage.
- i) Live animals will be accepted for transportation provided that:
  - i. Advance arrangements are made
  - ii. They are harmless, inoffensive, odorless and will require no attention in transit.
  - iii. They are properly harnessed.

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<b>August 30, 2006</b>	<b>D.T. Vaillancourt Vice-President Operations Provincial Airlines Limited P.O. Box 29030 St. John's, NF A1A 5B5</b>	<b>October 14, 2006</b>

**RULE 91 CHECKING OF BAGGAGE**  
*Scheduled Service*

Except as otherwise provided in *Rule 90, "Acceptance of Baggage"*, carrier will upon presentation by a fare-paying passenger of a valid ticket covering transportation over the lines of the carrier, check personal property which is tendered at the city or airport office designated and within the time prescribed by such carrier but no carrier will check property so tendered to a point.

1. Not on the routing or beyond the destination as designated on such ticket.
2. Beyond a point of stopover
3. Beyond a point at which the passenger is to transfer to a connecting flight and such flight is scheduled to depart from a different airport than that at which the passenger is scheduled to arrive at such point.
4. Beyond a point at which the passenger desires to resume possession of such property or any portion thereof.
5. Beyond a point beyond which all applicable charges have not been paid.

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**RULE 92 FREE BAGGAGE ALLOWANCE**  
*Scheduled Service*

1. Upon presentation by a fare-paying passenger of a valid ticket covering transportation between points on its lines carrier will transport two (2) pieces of baggage up to a maximum of 50 pounds presented by such passenger without charge between such points.
2. Where two or more passengers traveling together to a common destination by the same flight present them and their baggage at the same time and place, they shall be permitted a total free baggage allowance equal to the combination of their individual free baggage allowances. Baggage weight in excess of the combined free baggage allowance will be subject to excess weight charges.
3. In addition to the free baggage allowances provided herein each passenger may carry without additional charges the following articles of baggage only when retained in the passenger's custody:
  - a) Lady's handbag or pocketbook
  - b) An overcoat or wrap
  - c) A small camera and a pair of binoculars
  - d) A reasonable amount of reading matter for flight
  - e) An infant's food for consumption en route

Any other articles including briefcases, typewriters and heavy cameras will not be carried free unless the weight thereof is included in the free baggage allowance.

4. Passengers rerouted in accordance with *Rule 19, "Failure to operate on Schedule"*, shall be entitled to the free baggage allowance applicable to the ticket originally purchased.

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**RULE 93 CHARGES FOR EXCESS BAGGAGE**  
*Scheduled Service*

1. Any baggage which exceeds the applicable maximum free allowance two pieces (2) will be accepted for transportation only upon payment of excess baggage charges refer to *Table VI, "Excess Baggage Charges"*.
2. When an excess piece(s) is carried over more than one carrier, Provincial Airlines' applicable excess baggage rate shall apply to the final destination if the other carrier uses the piece concept.
3. No bags weighing in excess of 100 pounds (45 kgs) will be accepted as checked baggage.
4. All bags in excess of 50 pounds (23 kgs) in weight should be tagged with a heavy tag. This is to help our agents to be aware of the weight better enabling them to avoid injury. Please write the weight of the bag on the tag and identify if it is pounds or kilograms.

**Application**

Charge amount equal to **(1 X)** the excess baggage charge when:

- For any bag (of normal size and weight) carried in **excess of the free baggage allowance**.
- For any bag carried as **part of the free baggage allowance** that is oversized. (Dimensions exceeding 62 inches or 158 centimeters)

Charge double **(2 X)** the excess baggage charge when:

- For any oversized bag carried in **excess of the free baggage allowance**. (Dimensions exceeding 62 inches or 158 centimeters)
- For any overweight bag that is being carried as **part of the free baggage allowance**. (Greater than 70 pounds or 32 kilograms)

Charge triple **(3 X)** the excess baggage charge when:

- Any bag that is overweight and carried in excess of the free baggage allowance. (Greater than 70 pounds or 32 kilograms).

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**RULE 94      LIABILITY OF CARRIER RESPECTING BAGGAGE**  
*Scheduled Service & Charter Service*

Subject to 2 of this rule the liability of the carrier in respect of loss of or damage to baggage whether caused directly or indirectly by the act, neglect, or default of the carrier or not is limited to the sum of \$750.0 per passenger.

All claims are subject to proof of amount of loss and in no case shall the carrier's liability exceed the actual loss. Depreciation should therefore be applied and any tariff restricted item (or their weight) should be deducted from the claim.

If the contents of the baggage belong to two (2) passengers traveling together, the airline's liability is based on a maximum of \$750.00 per passenger not to exceed the amount claimed.

**For Example:**

- Father and son traveling together one bag lost
- Father's contents are valued at \$1,500.00 and son's at \$450.00
- Settlement is therefore \$750.00 for the father and no more than \$450.00 for the son.

**Carrier will not be liable for:**

1. The loss of or any damage to or delay in the delivery of any property which is not acceptable for transportation pursuant to *Rule 90, "Acceptance of Baggage"* or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property.
2. Loss, damage to, or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passenger's checked baggage, whether with or without the knowledge of carrier.

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**RULE 95      PACKING AND MARKING REQUIREMENTS FOR SHIPMENTS**  
*Scheduled Service & Charter Service*

1. Shipments must be so prepared or packed as to ensure safe transportation with ordinary care in handling.
2. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
3. Any article susceptible to damage as a result of any condition which may be encountered in air transportation such as high or low temperatures, high or low atmospheric pressures, or sudden changes in either must be adequately protected by proper packing and any other necessary measures.
4. Each piece of a shipment must be legible and durably marked with the name and address of the shipper and consignee.
5. Pieces with a floor bearing weight in excess of that which may be handled by the carrier must be provided with a suitable skid or base which will distribute the weight to that which the carrier may accept.

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**RULE 96    SHIPMENTS ACCEPTABLE**  
***Scheduled Service & Charter Service***

Except as otherwise provided in this tariff, all property is acceptable for transportation only when the rules and regulations of the tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, consignee, or owner.

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**RULE 97     SHIPMENTS NOT ACCEPTABLE**  
*Scheduled Service & Charter Service*

1. Shipments which require the carrier to obtain a federal, provincial, or local license for their transportation will not be accepted when the carrier has elected not to comply with such license requirements.
2. Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the shipper or consignee.
3. Shipments not expressly covered by the rules of this tariff which would be likely to cause injury to crew or passengers, or whose carriage is prohibited by law will not be accepted.

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**RULE 98 SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS**  
*Scheduled Service & Charter Service*

The following will be acceptable for carriage only upon advance arrangements:

1. Shipments liable to impregnate or otherwise damage equipment or other shipments.
2. Shipments requiring special attention, protection, or care en route.
3. Shipments of gold and other precious articles.
4. Shipments of live animals –

**Note:** Baby chicks, turkey poults, ducklings and goslings will be accepted only if delivery at destination can be made within 72 hours after hatching.

5. Shipments of human remains (other than cremated remains).
6. Shipments with pieces of unusual weight, shape, size or:
  - In excess of 200 lbs
  - In excess of 20 X 24 X 44 inches
  - With floor bearing weights in excess of 70 lbs per square foot
7. Shipments with accompanying personnel
8. Any other unusual shipment.

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**RULE 99 QUALIFIED ACCEPTANCE OF SHIPMENTS**  
*Scheduled Service*

The carrier retains the right to reject a shipment prior to the performance of any transportation by air from the airport or origin when it reasonably appears to the carrier that such shipment is:

- a) Improperly packed or packaged
- b) Subject to damage if exposed to heat or cold
- c) Of an inherent nature or defect which indicates to the carrier that such transportation could not be furnished by the carrier without loss or damage to the goods
- d) Not accompanied by proper documentation and necessary information as required by an convention, statute or tariff applicable to such shipment
- e) Subject to advance arrangements unless such arrangements have been satisfactorily completed

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**Rule 100    INSPECTION OF SHIPMENTS**  
*Scheduled Service & Charter Service*

Shipments are subject to inspection by carrier to determine their acceptability and to assess proper charges thereon.

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**LOCAL DOMESTIC TARIFF  
TABLES**

**ORIGINAL 121C**

**Rule 101 AIR BILL AND SHIPPING DOCUMENTS**  
***Scheduled Service***

1. The shipper shall have the duty to prepare and present a non-negotiable air bill with each shipment tendered for transportation subject to this tariff. If the shipper shall fail to present such air bill to the carrier at the time of the tendering the shipment, the carrier may accept such shipment if accompanied by a non-negotiable shipping document or memorandum. The air bill or other shipping document or memorandum issued or accepted by a carrier shall be negotiable, irrespective of the working of such document or memorandum. Each such shipment, irrespective of the form of shipping document or memorandum accepted by the carrier in connection therewith will be subject to the carrier's tariff in effect on the date of acceptance of such shipment by the carrier.
2. The air bill and the tariff applicable to the shipment shall inure to the benefit of and be binding upon the shipper and consignee and the carrier by whom transportation is undertaken between the origin and destination including destination on reconsignment or return of the shipment and shall inure also to the benefit of any other person, firm or corporation performing for the carrier pickup, delivery, or other ground service in connection with the shipment.
3. The air bill and the tariff applicable to the shipment will apply at all times when the shipment is being handled by or for the carrier, including air transportation by the carrier and pick up, delivery and other ground services rendered by the carrier or any other person performing for the carrier such pick up delivery or ground services in connection with the shipment.
4. No agent, servant or representative of carrier has authority to alter, modify or waive and provisions of the contract of carriage or of this tariff.
5. The contents of shipments must be indicated by accurate and specific descriptions on the air bill.
6. The number of pieces included in a shipment must be specified on the air bill.

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