FLAIR AIRLINES LTD.

DOMESTIC SCHEDULED PASSENGER TARIFF

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

Issued by:
Flair Airlines Ltd.
#6543 - 1000 Airport Road
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PART I – GENERAL TARIFF INFORMATION

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

$	Dollar(s)
APPR	Air Passenger Protection Regulations, under the *Canada Transportation Act* (Canada)
ATPDR	Accessible Transportation for Persons with Disabilities Regulations, under the *Canada Transportation Act* (Canada)
ATR	Air Transportation Regulations, under the *Canada Transportation Act* (Canada)
CAD	Canadian Dollar(s)
CTA	Canadian Transportation Agency
F8	Flair Airlines Ltd. dba Flair Air and/or Flair Airlines
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
No	Number
SDR	Special Drawing Rights, the currency of International Monetary Fund

RULE 1 – DEFINITIONS

"**Alternate Travel Arrangements**" means ground transportation services or another flight (or flights) on the services of the Carrier or another flight (or flights) on the services of another carrier.

"**Assistive Device**" means any medical device, Mobility Aid, communication aid or other aid that is specially designed to assist a Person with a Disability with a need related to their Disability.

"**Baggage**" means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip. Unless otherwise specified, it shall include both Checked Baggage and Unchecked Baggage of the Passenger.

"**Baggage Identification Tag**" means a document issued by the Carrier solely for identification of Checked Baggage, part of which is given to the Passenger as a receipt for the Passenger's Checked Baggage and the remaining part is attached by the Carrier onto a particular piece of the Passenger's Checked Baggage.

"**Bank of seats**" means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

"**Barrier**" means anything – including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

"**Boarding Area**" means the point where the Passenger's Flight Coupons are lifted and kept by the Carrier or its agent or the point where the Carrier or its agent examines the Passenger's Boarding Pass prior to the Passenger being permitted on the aircraft.

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

"**Boarding Time Deadline**" is the time limit specified in Rule 12(B) by which the Passenger must be present at the designated Boarding Area of their flight.

"**Booking**" is a reservation, either in paper form or in electronic form, of the accommodation held by a Passenger on a given flight. The Booking specifies the date and times of travel, flight number and the class of service to be provided the Passenger.

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

"**Carrier**" means Flair Airlines Ltd., carrying on business as Flair Air, having its head office at #6543, 1000 Airport Rd, Edmonton International Airport, AB T9E 0V3; licensed to provide Domestic Services under the *Canada Transportation Act*.

"**Carrier Surcharges**" has the definition detailed in Rule 7(B).

"**Carry-on Baggage**" means all Unchecked Baggage excluding Personal Items, which is generally stowed in an aircraft's overhead stowage bins.

"**Checked Baggage**" means Baggage of which the Carrier takes sole custody and for which the Carrier issues a Baggage Identification Tag.

"**Check-in Deadline**" is the time limit specified in Rule 12(B) by which the Passenger must have (i) completed check-in formalities, (ii) received a Boarding Pass, and (iii) checked-in Checked Baggage, if applicable.

"**Child**" **or** "**Children**" means, as the context requires, a person who has not reached their twelfth (12^{th}) birthday on the date that travel commences. However, Children are also considered persons who have not reached their fourteenth (14^{th}) birthday only for the purposes of seating assignments detailed in Rule 7(E)(2).

"**Claim**" means submitting a written claim to the Carrier seeking compensation due to destruction, loss or, damage of Baggage.

"**Commercial agreement**" means an agreement to sell Tickets on another carrier's flight, or each other's flights (such as a codeshare, or a block space agreement).

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

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

"**Curbside Zone**" means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

"**Crew Member**" means any person who, under the authority of the Carrier, performs services for the Carrier or services rendered to Passengers during the entire interaction with Carrier, including but not limited to persons carrying out in-flight duties in the passenger cabin of an aircraft of the Carrier.

"**Customer**" means the person who is making payment.

"**Denial of Boarding**" occurs when a Passenger has a valid Ticket for a flight, but is not allowed to occupy a seat on board the aircraft because the number of passengers who have checked-in and are at the gate on time is greater than the number of available seats that can be occupied.

"**Destination**" means the ultimate stopping place according to the Contract of Carriage, as shown on the Ticket. In round trip itineraries, the Destination and the Origin are the same.

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

"**Disability**" means any impairment, including a physical, mental, intellectual, cognitive, learning, communication, or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society.

"**Emotional Support Dog**" means a domestic dog that provides emotional support, comfort, or therapeutic benefits to meet the Disability-related needs of a Person with a Disability but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the Person with a Disability-related need.

"**Flight Coupon**" means that portion of the Ticket which is either held electronically in the Carrier's database or on paper when a paper Ticket is issued to a Passenger. It indicates the particular points between which the Passenger is entitled to transportation.

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

"**Global Distribution System" or "GDS**" means a computerized network system owned or operated by a company (e.g. Sabre) that enables transactions between an air carrier and travel agencies. Travel agencies rely on GDS for services, products and rates in order to provide travel-related services to the consumers.

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

"**Hyperwallet**" is the payment provider in which the Carrier uses to issue compensation for APPR, Baggage and other types of incidentals. This is a digital platform, and payments are issued by Hyperwallet, via email which allows customers to deposit funds electronically, directly to their bank or PayPal.

"**ICAO Designation Code**" means the ICAO Designation Code for the Carrier is FLE.

"**Itinerary**" means a travel document or documents the Carrier or its agent issues to the passenger travelling on a Ticket. The Itinerary contains the passenger's name, flight information and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

"**Large Carrier APPR**" is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

"**Large Carrier ATPDR**" is a carrier that has transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

"**Mobility Aid**" means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis, or other aid that is specially designed to assist a Person with a Disability with a need related to mobility.

"**No Show**" means the failure of a Passenger to i) check-in by the Check-in Deadline or ii) present themselves at the Boarding Area with the appropriate required documentation, by the Boarding Time Deadline.

"**Origin**" means the initial starting place of the journey as shown on the Ticket.

"**Outsized Sporting Equipment**" means the limited types of outsized sporting equipment permitted to be carried as Checked Baggage, as detailed in Rule 15(J)(2).

"**Passenger**" means any person, except Crew Members, carried, or to be carried in, an aircraft with the consent of the Carrier pursuant to a valid Contract of Carriage.

"**Person with a Disability**" includes any person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society.

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

"**Personal Item**" means a small personal item brought into a cabin with a Passenger, as more detailed in Rule 14(D)(2).

"**Refusal to Transport**" means, despite a passenger holding a valid Ticket, the Carrier will not carry or, if necessary, will remove the passenger from a flight at any point for reasons found in Rule 24.

"**Report**" means submitting a written report to the Carrier, where a Passenger notifies Carrier of any destruction, loss or damage of Baggage. A Report does not constitute a Claim.

"**Required for Safety Purposes**" means required by law to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the *Canadian Aviation Regulations* but does not include scheduled maintenance in compliance with legal requirements.

"**Routing**" means the points via which travel is planned to take place for a specific fare.

"**Schedule Irregularities**" means the following:

a) delays in the scheduled departure or arrival of the Carrier's flight; or

b) cancellation of flight, omission of a scheduled stop; or substitution of aircraft; or

c) schedule changes which require re-routing of a Passenger at departure time of their original flight.

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

"**Service Dog**" means a dog that has been individually trained by an organization or person specializing in service dog training to perform a task to assist a Person with a Disability with a need related to their Disability.

"**Severe allergy**" means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

"Situations outside the Carrier's control" include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- a security threat;
- airport operation issues;
- a medical emergency;
- a collision with wildlife;
- a labour disruption within the Carrier or within an essential service provider such as an airport or an air navigation service provider;
- a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
- an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

"**Support Person**" means a person who is needed by a Person with a Disability, because of the nature of their Disability, after departure and before arrival for assistance with: eating meals, taking medication, using the washroom, transferring to and from a passenger seat or orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.

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

"**Tarmac delay**" occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

"**Ticket**" means either a paper or electronic document which includes the Passenger's Flight Coupons. The Ticket serves as evidence of payment of airfare and constitutes for the Passenger proof of their conditions of carriage. It also has detailed information to ensure proper processing and handling. In instances where a Ticket exists as an electronic document, proof of purchase may be provided in the form of an Itinerary.

"**Unchecked Baggage**" means all Baggage accompanying the Passenger onto the cabin of an aircraft, including Carry-on Baggage and Personal Items (but excluding Checked Baggage).

"**Voucher**" means an electronic monetary credit issued by the Carrier to a Passenger that may be used toward future travel services with the Carrier, excluding onboard purchases, or the provision of incidental services such as meals, ground transportation, and hotel accommodation.

"**World Ticket Solutions**" provides airline distribution and Global Ticketing solutions to the Carrier by creating a means to sell the Carrier's flight and seat inventory through the Global Distribution System (GDS) using the distribution and ticketing codes W1 and W2 respectively.

RULE 2 – APPLICATION OF TARIFF

(A) General

(1) The Carrier falls into the large airline category pursuant to Section 1(2) of the APPR.

(2) Carrier services are based on an ultra low-cost operational model to deliver competitive prices to Passengers.

(3) All fares, rates and charges published in or governed by this Tariff are stated in the lawful currency of Canada, except where such purchases are made in or are required to be in the currency of another country or state. Based on the location of fee payment, conversion to Canadian dollars or to the local currency may occur.

(4) Air transportation will be subject to the rules, rates, fares and charges published or referred to in this Tariff, in effect on the date of the Ticket issuance.

(5) The contents of this Tariff constitute the contract between the Carrier and the passenger. Should there be a conflict between this Tariff and any other document issued or posted by the Carrier, this Tariff will prevail.

(6) The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.

(7) This Tariff is applicable to the transportation of Passengers and their Baggage on scheduled domestic service on aircraft operated by the Carrier. For the avoidance of doubt, irrespective of the source of ticketing, including where the Ticket may have been issued by a third-party travel agent, reseller, global distribution service or World Ticket Solutions, the terms of this Tariff remain applicable to the

transportation of Passengers and their Baggage or goods in scheduled service on aircraft operated by the Carrier.

(8) Scheduled transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this Tariff in effect, by virtue of the effective date of each page.

(9) Fares, ancillary charges and schedules published by the Carrier are either published in its own in house systems using the Carrier's own IATA airline identifier code (F8) under this Tariff number CTA (A) # 6], or the Carrier publishes fares and schedules using the services of World Ticket Solutions, which provides airline distribution and global ticketing solutions to the Carrier, using the IATA identifier code of (W1) and fares are published in the Airline Tariff Publishing Company's database under tariff number CTA(A)#045.

(10) Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the Passenger states otherwise, the general rules contained in this Tariff will apply.

(11) World Ticket Solutions (W1) and FlexFlight ApS (W2) will act as the Marketing and Validating entities for Tickets sold on behalf the Carrier for flights operated by Flair (F8) for purposes of Ticket sales in the Global Distribution System (GDS). World Ticket Solutions (W1) will display routes operated by Flair (F8) in the industry distribution channels as W1 marketed flights operated by Flair (F8). World Ticket Solutions (W1) publishes fares and makes reservations on behalf of the Carrier while using the ticketing and validating services of FlexFlight ApS (W2) to issue transportation documents using the IATA numeric accounting code # 365 on transportation documents such as Tickets and Boarding Passes via GDS distribution channels for the Flair (F8) operated routes. All flights will be entirely operated by the Carrier. However, the Carrier's flight schedules and Tickets will display and be issued under the World Ticket Solutions name and coding (W1/W2).

(12) The Carrier will be liable for any claims of compensation amounts or damages as a result of their operations according to the *Canada Transportation Act*, Air Passenger Protection Regulations, Air Transportation Regulations, and other national rules regulating the general liability of airlines carrying passengers and their Baggage including any Ticket issued or sold by W1 and W2 on behalf of the Carrier. The Carrier will also be fully responsible for all obligations to passengers in possession of Tickets either issued by the Carrier itself or Tickets issued by W1/W2 on behalf of the Carrier including any obligations arising from the application of this Tariff.

(13) The Carrier will be responsible for the furnishing of transportation only over its own lines. However, when the Carrier issues a Ticket, Baggage check, or makes any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the Carrier acts only as agent for such other carrier and the Tariff of that other carrier will apply. The Carrier assumes no responsibility for the acts or omissions of such other carrier and the Carrier shall have no liability whatsoever for any operations or travel services which are not operated or provided by Flair, including, and without limiting the foregoing, where the Carrier is acting solely as agent for another travel service

provider with respect to any other travel booking, including travel aboard another air carrier, and such operations or travel services are subject only to the applicable terms and conditions imposed by such other travel service provider.

(14) No agent, employee or representative of the Carrier has authority to alter, modify or waive any provisions of the Contract of Carriage or of this Tariff unless authorized in writing by an officer of the Carrier.

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

(B) Overriding Law/Severability

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

(C) Gratuitous Carriage

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

(D) Passenger Recourse

Any compensation offered to Passengers is offered pursuant to this Tariff and is, subject to applicable government regulations, in consideration and settlement of any claims a Passenger may have against the Carrier, whatsoever.

In the case of dispute with the Carrier, Passengers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier.

If the Passenger has attempted to resolve a complaint with the Carrier and is still not satisfied, the Passenger hereby agrees that filing a complaint with the CTA is the only way the Passenger will dispute any problem or claim arising from or under this Tariff or a Contract of Carriage. For greater certainty, **the Passenger agrees that the CTA has exclusive jurisdiction for any claims that may arise under this Tariff or a Contract of Carriage, however founded, except to the extent such dispute relates solely to bodily injury or death in which case the appropriate court shall have jurisdiction over such matter.**

(E) Change Without Notice

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

(F) Modification and Waiver

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

(G) Self Identification – Large Carrier APPR

APPR

(1) For the purposes of establishing obligations toward passengers under the APPR, the Carrier declares that it is a Large Carrier APPR.

Accessibility for Persons with Disabilities

(2) For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, the Carrier declares that it is a Large Carrier ATPDR and that it has included a statement on its website indicating that it is subject to the ATPDR.

RULE 3 – EFFECTIVE RULES, FEES, AND CHARGES

(A) General

(1) Applicable fares are those published by or on behalf of the Carrier or, if not published, constructed in accordance with this Tariff.

(2) Fares are subject to change until purchased. All domestic fares plus applicable taxes and fees are per Passenger for each way of travel and include a randomly assigned seat and one personal item.

(3) All non-W1/W2 Bookings incur a booking fee of 2% on the total transaction value paid at the time of Booking.

(4) All other services or ancillary products are optional for purchase, and are set out in the Appendices to this Tariff.

(5) The Carrier offers a range of fares, and on certain discount fares availability may be limited and restrictions may apply. Subject to certain exceptions and/or restrictions set forth hereinafter, all Bookings are non-refundable. All Bookings are non-transferable.

(6) No increase in fares or charges applicable to the carriage of Passengers will be collected in the event that an increase in fares or charges occurs between the time of Ticket issuance and the effective date of any subsequent Tariff containing such an increase provided the confirmed ticketed Bookings are not changed and the Ticket is not reissued at the Passenger's request.

(7) When World Ticket Solutions (W1) and FlexFlight ApS (W2) is acting as the marketing and validating entities for Tickets sold on behalf the Carrier for flights operated by Flair (F8) and a passenger purchases transportation on the Carrier and is issued a W1/W2 Ticket, the relevant Booking fee detailed in Appendix C –

Other Ancillary Fees & Charges will be charged. Any fares sold to a passenger who is issued a W1/W2 Ticket entitle the passenger to a single Carry-on Bag and one Checked Bag subject to the fees detailed in Appendix A - Baggage.

(8) Fares Published in Error

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

a. The Carrier reserves the right to cancel Bookings and/or Tickets issued with a quoted fare in error.

b. The Carrier reserves the right to void the purchased Ticket and refund the amount paid by the Passenger or, if the Passenger agrees to forego the refund, offer the Passenger the Ticket at a published fare that should have been available at time of Booking.

c. The Carrier will attempt to notify the Passenger using the contact information provided at the time of Booking:

i. Within 72 hours after the Carrier becomes aware of the fare in error, that all or any portion of their ticketed Itinerary has been cancelled; or

ii. At least 24 hours prior to the Passenger's scheduled departure from the point of Origin issued on the Ticket, that all or any portion of their ticketed Itinerary has been cancelled, if the Ticket was purchased less than 72 hours before their scheduled departure from the point of Origin.

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

(B) Fares in Effect

Subject to government requirements and this Tariff, the applicable fare is the fare in effect on the date of the Ticket issuance.

(C) Routing

Unless otherwise provided in this Tariff, fares apply only to their associated Routing between points named on the Ticket.

If there is more than one Routing associated with a fare, the passenger, prior to their Ticket being issued, may specify the Routing they prefer. If no Routing is specified, the Carrier may determine the Routing.

Ground transfer services, unless otherwise specified in Rule 19, will be arranged by the Passenger and at their own expense and are not subject to the terms of this Tariff.

(D) Taxes and Charges

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in this Tariff. (See Rule 6)

(E) Currency of Fares

All fares and charges are stated in Canadian dollars for travel within Canada.

RULE 4 – ACCEPTED METHODS OF PAYMENT

All rates and charges in this Tariff are in Canadian Dollars. Purchases made on board the Carrier's aircraft may not be paid for with cash. Payment may be made using credit cards (VISA®, Mastercard® or American Express®), debit cards (VISA® Debit or Mastercard® Debit) (where available) or meal vouchers. Only credit card payments are accepted on the Carrier's website and by the Call Centre. Credit card and bank fees may be charged in some countries in connection with the purchases made on the Carrier's website. Additional bank fees or credit card fees charged by the Customer's credit card provider or bank in connection with a purchase will be borne solely by the Customer. The Carrier charges the exact amount of the price shown at the moment of purchase without applying any transaction or service fees. Customers are advised to contact card issuer in order to obtain the nature and the amount of any eventual additional fees before finalizing their purchase. By finalizing their purchase, the Customer confirms that they have been advised of this. The Carrier shall not be responsible for any additional fees applied by Customer's card issuer. To avoid fraudulent purchases, (e.g. due to a lost card or the provision of false information), the Carrier reserves the right to request additional information from the Customer and/or the cardholder at any time after a purchase has been made - including at check-in - so that it may verify the information provided when the purchase was made. Carrier also reserves the right to require another form of payment should a Customer not be able to accurately provide such additional information.

Furthermore, the Carrier reserves the right to cancel a Flight Coupon in case of suspected fraud, theft or dishonesty. By booking through the Carrier's website, or purchasing a Ticket through a travel agency where World Ticket Solutions (W1) and FlexFlight ApS (W2) is acting as the marketing and validating entities for Tickets sold on behalf Flair for flights operated by Flair (F8)W1/W2, the Customer acknowledges and consents that the Carrier may, without their signature, draw payment from their credit or debit card to complete the transaction.

RULE 5 – PROTECTION OF PERSONAL INFORMATION

(A) Accountability

The Carrier uses contractual means to ensure that the Passenger's personal information is afforded protection whenever a third party is used to perform services on the Carrier's behalf, including, without limitation, services relating to information technology, data

processing and storage, research, marketing, conducting surveys and customer relations. In some cases, these third parties may be located outside Canada and may be required to disclose information to government authorities in those countries.

Should the Passenger have any questions regarding the Carrier's policy with respect to the protection of personal information or concerns with respect to the Carrier's handling of personal information, the Carrier may be contacted at: privacy@flyflair.com.

(B) Identifying Purpose of Collection

When a Passenger purchases an airline Ticket or makes a Booking, or when a third party does so on the Passenger's behalf, the Carrier will require that certain personal information related to the Passenger be provided to complete the transaction. This may include, at the Carrier's sole and absolute discretion, the Passenger's name, gender, address, email address, telephone number, and information related to the Passenger's form of payment. This information is required to identify the Passenger, in order to contact the Passenger, and to complete the purchasing process. The Carrier may use this information for any purposes, whether related to commercial or operational requirements, or otherwise, including with regards to any current and future Bookings made by a Passenger or any third party acting on their behalf.

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

(C) Information Required by Government Authorities

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

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

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

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

(E) Consent

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

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

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

(F) Third Party Bookings and Changes to Bookings

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

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

(G) Limiting Collection

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

(H) Disclosure To Authorities

The Passenger accepts that the Carrier may be required from time to time pursuant to applicable laws to give Canadian, U.S. or international government authorities access to Passenger data. Accordingly, any information the Carrier holds about a Passenger and their travel arrangements may be disclosed to the appropriate authorities of any country on the Passenger's Itinerary. Information that the Carrier is required to collect, depending on the Passenger's boarding location and Destination, may include, as required by such authorities, the Passenger's full name, date of birth, citizenship, gender, passport number and country of issuance, immigration visa number, permanent resident card number, the means by which the Passenger paid for their flight, details as to how it was booked, and any other personal information collected by the Carrier as set out in this policy or as required by such government authority

(I) Accuracy

Subject to the completeness and accuracy of said information as provided by the Passenger or any third party acting on the Passenger's behalf, the Carrier will make best efforts to maintain the Passenger's personal information in the most accurate, complete, and up-to-date manner as is reasonably possible for the purposes for which it is to be used.

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

RULE 6 – THIRD PARTY CHARGES, TAXES AND FEES

(1) Any tax, fee or other charge imposed by domestic or foreign government, airport authority or third party and collectible from a Passenger will be in addition to the applicable fares, ancillary fees and surcharges, and payable by Passengers, including where the imposition of such amounts occurs after the issuance of the Flight Coupon. For ease of use and simplicity, in accordance with all inclusive pricing requirements and at the Carrier's sole and absolute discretion, taxes, charges, applicable fares, ancillary fees and surcharges (including Carrier Surcharges), fees, and/or fares may be bundled together, either in whole or in part, by the Carrier for both display to prospective Passengers and as may be reflected on any issued Flight Coupons or receipts, despite the fact that all or a part of the sums indicated may not in fact be taxes, charges, surcharges, fees and/or fares, and any such label for shall not be conclusive as to the fees and charges which may be included therein.

(2) Conditions under which taxes, fees and other charges are imposed, collected or refunded are established by the domestic or foreign government, airport authority or third party and must be respected. As a result, refund of unused taxes, fees and other charges will be made only if permitted by the domestic or foreign government, airport authority or third party.

(3) If, after a Ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the Ticket becomes effective, no refund in whole or

in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

RULE 7 – BOOKINGS TERMS AND CONDITIONS

(A) General

A Booking for space on a specific flight is valid when the availability and allocation of the space is entered into the Carrier's reservation system, a confirmation number/code is obtained from the Carrier which authenticates the Booking, the passenger has paid the appropriate fare, and a Ticket has been issued for that space.

The Carrier will only issue a Ticket against a valid Booking. Subject to payment or other satisfactory arrangements and passenger compliance with the Check-in Deadline set out in Rule 12(B), a Ticket will be issued to the passenger by the Carrier or agent of the Carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the Ticket. The Ticket will only apply between the points named on the Ticket and the flight coupons that are presented.

On any specific flight, the Carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the Carrier shall make available on a specific flight will be determined by the Carrier's best judgment as to the anticipated total number of passengers on each flight.

A passenger who is holding an unused open-date Ticket or a portion of that Ticket or is in possession of another electronic document issued to the passenger by the Carrier which entitles the passenger to onward travel, or who wishes to change their Booking for another date, will not be entitled to any preferential right to secure a new Booking.

For provisions related to the assignment of seats on-board an aircraft for all passengers, including Children, see Rule 7(E).

The Carrier will not accept a Booking for a Child under 12 years of age who will be travelling alone.

(B) Prices, Carrier Surcharges and Restrictions

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

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

Price reductions resulting from a promotion or a decision by the Carrier are applicable to new Bookings only. The Carrier reserves its right to refuse any Booking made at or based on an erroneous price.

(C) Booking and Confirmation

Bookings must be accompanied by a payment in full before they can be confirmed. At the time of Booking of certain flights, Passengers may be requested to provide certain personal information that may include information found in their passport and required travel documents.

Confirmation regarding prices, travel dates, flights and other services, as the case may be, is only given once the payment is received and is based on availability of Services. Upon completion of the checkout procedure and receipt of the payment in full, the Passenger will receive an email confirming that their Booking has been accepted and summarizing all the details of their flight(s).

(D) Fare Families, Optional Services and Ancillary Fees

At the time of Booking, a Passenger may select from available fares and optional services. These fares and optional services will be charged at the prices indicated at the time of purchase of the fare and/or each optional service. Optional services may be procured by the Passenger after the time of Booking. Ancillary fees are applicable for the following optional services:

a. Baggage fees – detailed in Appendix A - Baggage:

   i. Checked Baggage;

   ii. Carry-on Baggage;

   iii. Overweight and/or oversized Baggage;

   iv. Specialty Baggage, such as sports equipment;

   v. Carriage of pets in the aircraft cabin;

   vi. Bundled options offering one or more optional services;

b. Advance Seat selection fees – detailed in Appendix B – Advance Seat Selection;

c. Fees for additional products, services and privileges detailed in Appendix C – Other Ancillary Fees & Charges, including but not exclusive to:

   i. Call Centre service fees;

   ii. W1/W2 Booking fees;

   iii. Group Bookings booked through the Carrier's group desk;

iv. Flight changes;

v. Flight cancellations;

vi. Airport check-in fees;

vii. Priority boarding;

d. Name change fees – detailed in Appendix D – Name Changes.

Special ancillary products are products of the Carrier sold at an additional rate in addition to the base fare. All terms and conditions are also available via the Carrier's website.

Passenger who have booked a W1/W2 Tickets, are eligible to purchase ancillary options for additional fees through Manage My Booking at: www.flyflair.com.

(E) Seat Assignment and Advance Seat Selection

This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased. The Carrier does not guarantee the assignment of any particular space on the aircraft.

(1) Advance seat selection

a. The Carrier offers the option for Passengers to select a specific seat at the time of Booking or up to 1 hour prior to their flight for a fee. Advance seat selection fees are applicable for the following seating features, and are more particularly detailed in Appendix B – Advance Seat Selection:

i. Location of seating (first row, front or back of aircraft);

ii. Legroom; and

iii. Exit row.

b. If no seat has been pre-selected, the Carrier will assign seats randomly during check-in, commencing 24 hours before departure. Passengers may still purchase an advanced seat selection, if available, for an additional fee.

c. Where possible, the Carrier will attempt to seat Passengers on the same Booking in proximity to each other. The Carrier does not guarantee that individuals in a group or as part of a group of Passengers on the same confirmation number will be seated together, provided however that Passengers under the age of 14 with their accompanying parents or guardians will be seated as per Rule 16(C).

d. Pre-selected seating assignment is not guaranteed and will be subject to cancellation without refund if the Passenger fails to meet Check-in Deadline stated in Rule 12(B) prior to scheduled departure time.

e. Should a Passenger who has paid for a specific seat assignment be unable to occupy that seat, the Passenger will be reassigned to another seat and will have that charge refunded, and such refund shall be the Passenger's sole remedy against the Carrier.

f. Passengers with a Disability requiring specific seating may reserve a seat at no additional charge by contacting the Carrier's Contact Centre, as more detailed in Rule 17.

g. Seat selection fees are non-refundable, subject to Rule 9.

(2) Assignment of seats to accompanied Children under the age of 14 years

In order to facilitate the assignment of a seat to a Child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with Rule 16, the Carrier will, at no additional charge and subject to paragraph (c) below, assign a seat before check-in to the Child that is in close proximity to the accompanying person, being:

i. in the case of a Child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;

ii. in the case of a Child who is 5 to 11 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; or

iii. in the case of a Child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.

b. If the Carrier does not assign seats prior to check-in, in accordance with the immediately above paragraphs, the Carrier will:

i. advise passengers before check-in that the Carrier will facilitate seat assignment of Children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate;

ii. assign seats at the time of check-in, if possible;

iii. if it is not possible to assign seats at the time of check-in, the Carrier will, via an announcement at the Boarding Area, ask for volunteers to change seats at the time of boarding; or

iv. if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, the Carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

v. if all steps have been followed and it is still not possible to arrange seats within the required distance of each other, the affected Customer(s) will be consulted and advised that they may choose to: sit farther apart, or decide not to take the flight at all, in which case the Carrier will arrange for accommodation on another flight operated by the Carrier or provide a refund.

c. Children who are 12 years of age or under are forbidden from occupying exit row seats. Passengers accompanying Children under the age of 14 years are forbidden from Booking or occupying exit row seats.

(3) Difference in price

a. If the passenger who is assigned seating in accordance with (E)(1) (above) is seated in a lower class of service than their Ticket provides, the Carrier will reimburse the price difference between the classes of service.

b. If the passenger who is assigned seating in accordance with (E)(1) (above) is seated in a higher class of service than their Tickets provide, the Carrier will not request supplementary payment representing the price difference between the classes of service.

(F) Refusal to Sell Transportation

The Carrier may refuse to sell transportation to any person on any reasonable grounds, including but limited to the following reasons, and may inform such persons that they are not permitted to purchase transportation from the Carrier.

(1) Prior Misconduct - A person who has disrupted the Carrier's or any other carrier's operations, mistreated the Carrier's or any other carrier's employees or representatives, or has not complied with the Carrier's policies or has otherwise violated the Contract of Carriage as stipulated on this Tariff.

(2) Misconduct - A person who has committed a fraudulent act against the Carrier.

(G) Booking System and Customer Representations

The Carrier's Digital Reservation System, which forms a part of the Carrier's Digital Properties, is provided solely to assist customers in determining the price and availability of travel related goods and services, and to enable secure, informed and legitimate Bookings with the Carrier. In connection with this service, each of the Customer, and/or Passenger, as the case may be, represents and warrants the following:

(1) Customer is at least 18 years of age, and possesses the legal authority to enter into an agreement and to use the Carrier's Digital Properties in accordance with all of the terms and conditions contained in the Carrier's Website Bookings Agreement, or alternatively that a person who is at least 18 years of age, and who possesses legal custodial authority with respect to any person who has not reached the age of majority in their jurisdiction who use or access the Carrier's Digital Reservation System under or using their name or the Carrier's Profile;

(2) Customer has obtained all necessary authorizations, consents, and approvals from any third party to submit information, including personal information and to delete or modify information;

(3) Each of the Customer and/or Passenger, as the case may be, accepts full responsibility for all assessments, charges, duties, fees, and taxes and any other financial liability resulting from their use of Carrier's website under the Customer's (and/or Passenger's, as the case may be) name or profile, as well as all use by any other person claiming through or using their name or profile on Carrier's website; and

(4) Each of the Customer and/or Passenger, as the case may be, or others using or accessing Carrier's website under or using Customer's (and/or Passenger's as the case may be) name or profile have submitted or will submit, information, content or material which is true and accurate.

RULE 8 – TICKETS AND FLIGHT COUPONS

(A) General

(1) A Ticket will not be issued, and the Carrier will not carry the Passenger, unless the Passenger has paid the applicable fare and accepted this Contract of Carriage.

(2) The name on the Booking must match the Passenger's government identification. Changes to a Passenger's name may incur a fee, as detailed in Appendix D – Name Changes.

(3) A Ticket is valid when it is issued, either, by the Carrier itself via a Ticket sale from its website or a passenger purchases a Ticket through a travel agency where World Ticket Solutions (W1) and FlexFlight ApS (W2) is acting as the marketing and validating entities for Tickets sold on behalf the Carrier for flights operated by Flair (F8) and a Ticket is issued to the passenger through this means.

(4) Before boarding, the Passenger must present the Carrier with proof that they have been issued a valid Ticket for the flight. Such proof must be in the form of a Boarding Pass and the Passenger must provide the Carrier with positive identification to be entitled to transportation in accordance with government regulations. The Ticket will give the Passenger the right to transportation only between the points of Origin and Destination, and on the dates, times and via the Routing shown on the Ticket, subject to changes which may be initiated by Carrier.

(5) Flight coupons will be honoured only in the order in which they are displayed on the Passenger's Ticket and stored in the Carrier's database.

(6) The Flight Coupon and Boarding Pass remain at all times the property of the Carrier.

(7) The Carrier does not permit the Passenger to hold more than one confirmed Booking/Ticket on a flight departing from the same point of Origin and Destination for the same travel date.

(8) Flight Coupons, Boarding Passes or Vouchers are non-transferable.

(9) The Carrier specifically prohibits the purchase of a fare from a point before the Passenger's actual point of Origin or to a point beyond the Passenger's actual Destination. Use of this practice will result in the Passenger's Booking being cancelled and the Passenger will not be entitled to a refund.

(10) Passengers are required to provide the Carrier with their true, accurate and complete contact information, including a valid email address or phone number, at the time of Booking in order to permit the Carrier to contact Passengers in the event of a Schedule Irregularity or any other matters which must be communicated to Passengers from time to time. The Passenger shall also be responsible for updating such contact information from time to time as required. For the avoidance of doubt, this requirement stands even where the Ticket may have been issued by a third party travel agent, reseller or indirect air service provider. The Carrier shall not be liable for any loss or damage whatsoever, whether direct or indirect, compensatory or non-compensatory, based in equity or at law or otherwise, which may be suffered by any person as a result of the Carrier not receiving true, accurate and complete contact information for the Passenger at the time of Booking.

(11) All Vouchers have an expiry date of six months from the date of issue, unless otherwise noted on the Voucher.

(B) Invalidated Tickets

If the Passenger attempts to circumvent any term or condition of this Contract of Carriage, the Passenger's Ticket will be immediately invalidated and the Carrier will have the right to:

(1) cancel any remaining portion of the Passenger's Itinerary; and

(2) confiscate unused flight coupons; and

(3) refuse to board the Passenger or check the Passenger's Baggage; and/or

(4) charge the Passenger for the true value of the Ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the Passenger's actual Itinerary.

The Carrier will not be liable to the person named on the Ticket if the Ticket is either presented for transportation or for a refund by another person. The Carrier will refuse transportation to any person other than the person named on the Ticket.

RULE 9 – PASSENGER CHANGES AND CANCELLATIONS OF RESERVATIONS

(A) Changes of Bookings by the Passenger

(1) No changes are permitted less than 3 hours prior to scheduled time of departure.

(2) For changes being made 3 hours or more from departure, passengers can make a one-time change to their Booking which is limited to a single change. Eligible changes include date of travel, time of travel, Destination or departure change. Changes can be made online via flyflair.com (Manage My Booking) unless a W1/W2 Ticket has been purchased. Changes that cannot be processed online may be processed via the Customer Service Centre, service fee waived. Change and cancellation fees are the same regardless of the Booking source, and the changes must be processed by the issuing travel agent, except for a W1/W2 Ticket, which cannot be cancelled or changed within 72 hours of the scheduled time of departure.

(3) All passenger-initiated changes to Bookings incur the applicable fee outlined in Appendix C – Other Ancillary Fees & Charges, unless travelFLEX (which allows flexible changes) has been purchased for non-W1/W2 tickets. In addition to the applicable change fee, if the passenger is making a change to their Booking that results in:

a. a higher fare, then the Passenger must pay any difference in fare and extra ancillary products(s) and/or services(s) at the time of the change;

b. a lower fare product, then no additional fare payment will be required, and the reduction in fare is forfeited.

(4) Extra ancillary product(s), service(s) and/or privilege(s) purchased for the original flight, except seat reservations, will be transferred to the new flight as is. However, the Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have been paid, at any time, for any reason, without notice to any Passengers affected thereby. The Carrier will accommodate passenger(s) with seating in a comparable seat(s), or the best seat(s) available at the time at Carrier's discretion.

(B) Cancellations of Bookings by the Passenger

(1) Subject to Rule 20 and paragraph (4) below, cancellations initiated by a Passenger may result in a Voucher and incur the applicable cancellation fee, depending on when the cancellation is made, as detailed in Appendix C – Other Ancillary Fees & Charges.

(2) To request a Voucher, the Passenger may contact the Customer Support team. If Bookings were made through a Travel Agent, then cancellations must be made through them.

(3) The Voucher will be credited as the fare, taxes and ancillary fees paid at the time of Booking minus the applicable cancellation fee and any non-refundable service fees (such as group booking fees and Call Centre fees). In the event the cancellation fee exceeds the combined value of the fare, taxes and ancillary fees, the Booking will be considered forfeited, and no amount shall be credited in the form of a Voucher or otherwise.

(4) Passengers who purchase Tickets through W1/W2 will not be eligible for a refund to the original form of payment or a Voucher. These non-refundable Tickets will only be available for exchange at the same economy bundle.

(C) Cancellations due to Jury Duty

(1) In the event the Passenger is called to jury duty or subpoenaed, a full refund will apply upon presentation of jury summons or subpoena. No other document will be accepted.

(2) In such situation, the Carrier may refuse to refund a Booking if the Passenger's Ticket is presented for refund after its validity has expired.

(D) Cancellation of Bookings by the Carrier

The Carrier may cancel Bookings of any Passenger due to situations outside or within the Carrier's control, including for safety reasons. Please refer to Rule 20 for detailed information of the Carrier's obligations to Passengers in these circumstances.

RULE 10 – SPACE, WEIGHT AND CAPACITY LIMITATIONS

Passengers and Baggage or goods will be carried within space and weight limitations of the operating aircraft.

RULE 11 – SUB-CONTRACTING

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

PART II – BEFORE DEPARTURE

RULE 12 – CHECK-IN AND BOARDING TIMES

(A) Passenger's Responsibility

The Passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in Rule 12(B) below. Flights will not be delayed for Passengers who have not completed any of these pre-boarding requirements. The Carrier will not be liable for loss or expense due to the Passenger's failure to comply with this provision.

(B) Check-In Deadline and Boarding Time Deadline

Travel Within Canada	Passenger Deadline
Check-in Deadline (including Baggage drop-off deadline)*	45 minutes prior to scheduled departure
Boarding Time Deadline**	20 minutes prior to scheduled departure

*__Check-in Deadline (including Baggage drop-off deadline)__: The Passenger must have checked-in, obtained their Boarding Pass and checked all Checked Baggage at the Baggage drop-off counter before the Check-in Deadline for their flight.

**Boarding gate deadline: The Passenger must be available for boarding at the Boarding Area by the Boarding Time Deadline.

Passengers requiring special assistance from the Carrier or its agents, including persons travelling with Children or persons with restricted mobility, are advised to allot significantly more time than the above noted cut-off times for checking in and arriving at the Boarding Area.

(C) Priority Boarding

Priority boarding is an optional ancillary service that allows boarding of the aircraft after pre-boarding and prior to general boarding.

a. Priority boarding fees are non-refundable except in the limited cancellation situation outlined in Rule 9(C).

b. The fees for priority boarding are detailed in Appendix C – Other Ancillary Fees & Charges.

c. Priority boarding is available for purchase on the Carrier's website or mobile app or via the Customer Service Centre.

(D) Failure to Arrive on Time, Commence or Continue

(1) If the Passenger fails to meet any of the time limits specified in the chart in paragraph (B) above but still arrives in the Boarding Area prior to a flight's departure, the Carrier or their agent may:

a. reassign any pre-reserved seat; and/or

b. consider the Booking, and any continuing or return Bookings, as cancelled by the Passenger in accordance with Rule 9(B). Should the Carrier decide that removal of Baggage is required in this circumstance, the costs associated with such removal any delay shall be collectable from the Passenger at the sole and absolute discretion of Carrier. The Carrier is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with this provision.

(2) If a Passenger fails to board their flight, the Passenger forfeits all monies paid to the Carrier and no compensation shall be issued.

(3) If a Passenger fails to occupy their seat on the first segment of a multi-segment Booking, the subsequent segments will not be impacted. All monies are forfeited and no compensation shall be issued in respect of the missed segments.

RULE 13 – ADMINISTRATIVE FORMALITIES - TRAVEL DOCUMENTS, CUSTOMS AND SECURITY

(A) General

(1) The Passenger is responsible for obtaining all required valid travel documents (passports, visas, ETA/ESTA, tourist cards, health certificates, or other appropriate and necessary identification) including those of any Children accompanying the Passenger.

(2) The Passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the Carriers concerned.

(3) The Carrier will not be liable for any help or information given either verbally or in writing to the Passenger in good faith about proper travel documentation.

(4) The Carrier will not be liable to the Passenger for any consequences resulting from the Passenger's failure to obtain any necessary travel documents or any failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

(B) Travel Documents

(1) Prior to travel, the Passenger must be prepared to submit for inspection to the Carrier all travel documents reasonably required, including but not limited to those documents which are required from time to time to be carried by a Passenger by any of Transport Canada, the Canadian Air Transport Security Authority, or the Canada Border Services Agency, or under the *Secure Air Travel Act* or regulations made thereunder.

(2) The Carrier has the right to make and retain copies of the travel documents presented by the Passenger.

(3) The Carrier reserves the right to refuse transportation to any Passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

(4) It is the sole responsibility of the Passenger to ensure that they have valid, acceptable and appropriate travel documents required by Transport Canada and other regulatory bodies from time to time. If the Passenger fails to provide any such necessary and required documents, the Passenger may forfeit all monies paid to the Carrier.

(C) Fines, Detention Costs

(1) If the Carrier is required to pay any fine or penalty or incurs any expense because the Passenger:

a. was refused entry into a country by reason of their failure to comply with the laws, regulations, orders and/or requirements of that country; or

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

(2) A Passenger found inadmissible either *en route* or at Destination will not be provided a refund by the Carrier on any used sector irrespective of the fare purchased. However, the Passenger will be entitled to any residual value remaining on their Ticket for any unused sectors. The Passenger may choose to have this residual value refunded or applied towards the issuance of another Ticket.

(3) If a Passenger is inadmissible into a country of transit or the Destination, the Passenger must pay Carrier the applicable fare to be transported from the country where entry was refused to the original point of Origin or to an alternative Destination.

(D) Security Inspection

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

RULE 14 – BAGGAGE ALLOWANCES

(A) Applicability

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

(B) Conditions of Acceptance of Checked and Unchecked Baggage

(1) The Carrier will accept for transportation as Baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip, subject to the allowances in the below table and Baggage acceptance conditions in Rule 15.

Product	Maximum number of Bags permitted	Maximum Weight Per Bag	Maximum Dimension Per Bag

Checked Bag	One (1) Checked Bag per flight Itinerary. Checked Baggage in excess of one (1) bag per Passenger will be subject to availability and the ability the Carrier to accommodate based on space and weight requirements of the aircraft.	23 kg (50 lbs)	Maximum linear dimensions: 168cm (66in)
Unchecked Baggage	One (1) Carry-on Bag per flight Itinerary.	10 kg (22 lbs)	23cm x 40cm x 55cm (9in x 15.5in x 21.5in)
	One (1) Personal Item per flight Itinerary.	7 kg (15.5 lbs)	15cm x 33cm x 43cm (6in x 13in x 17in)

(2) The Carrier at all times reserves the right to limit acceptance of Baggage based on the operational, volumetric or weight limitations of the aircraft or any other operational reason.

(C) Checked Baggage

(1) Checked Baggage will be carried for the additional fees set out in Appendix A - Baggage.

(2) Each Passenger is permitted one (1) Checked Bag per flight Itinerary. The Carrier may accept additional Checked Baggage in excess of one (1) Checked Bag per Passenger in its sole and absolute discretion and subject to applicable additional Baggage fees, and overweight or oversize surcharge fees that may be applicable.

(3) All Checked Baggage must comply with the size, weight, and dimension limitations set out in Appendix A - Baggage. The maximum linear dimensions of Checked Baggage are calculated by adding together its greatest outside height, width and length (including wheels and handles). Additional fees apply for Checked Baggage exceeding either, or both, of the size ("oversized") and weight ("overweight") restrictions in the table in paragraph (B) above.

NOTE: This provision does not apply to aids for Persons with Disabilities – see Rule 15(H), and sports equipment – see Rule 15(J).

(4) Once the Carrier or their agent takes possession of the Passenger's Checked Baggage, the Carrier or its agent will issue a Baggage Identification Tag for each piece of Checked Baggage. A portion of this tag will be provided to the Passenger, and each Checked Bag will be affixed with the corresponding remaining portion of the tag.

(5) Checked Baggage will be carried on the same aircraft as the Passenger unless the Baggage is delayed, or the Carrier decides that it is impractical to carry the Baggage on the same aircraft. In the case of delay, the Carrier will take reasonable steps to inform the Passenger on the status of the Baggage and arrange to deliver the Baggage to the Passenger unless applicable laws require the presence of the Passenger for customs clearance. The Carrier shall not be liable for any delays due to Situations outside the Carrier's control, including but not limited to delays repatriating Baggage which arise either from Force Majeure or the acts of persons not acting as agent for Carrier.

(D) Unchecked Baggage (Carry-on Baggage and Personal Items)

(1) Each Passenger is permitted one Carry-on Bag per segment. See Appendix A - Baggage for size and weight limitations, and fees charged to transport Carry-on Baggage.

(2) Each Passenger is permitted one (1) Personal Item per segment. A "Personal Item" is an item that both:

a. has maximum dimensions of 43cm x 33cm x 15cm (17in x 13in x 6in); and

b. can safely fit under the seat in front of the Passenger.

Personal Items can include, but are not limited to: coats or other garments; a diplomatic or consular bag; cameras; purses; backpacks or diaper bags; receptacles containing human remains; containers carrying life sustaining items (e.g. oxygen, medical supplies, etc.); or food items for onboard consumption in disposable packages.

NOTE: This provision does not apply to aids for Persons with Disabilities – see Rule 15(H) below.

(3) Objects which are not suitable for carriage as Checked Baggage will only be accepted for transportation in the passenger cabin of the aircraft as either Carry-on Baggage or a Personal Item if arrangements are made a minimum of 48 hours prior to flight, and where the Carrier agrees to carry the specific object. Baggage Fees apply, see Appendix A - Baggage.

RULE 15 – BAGGAGE ACCEPTANCE AND CONTENTS

(A) General

(1) Passengers are responsible for a duty of care when packing Baggage. Should a Passenger elect to pack fragile or semi-fragile items in Baggage, they should ensure that these items not be placed inside pouches or near the exterior wall of the bag. Any damage incurred as a result of the improper packaging of Baggage is the sole responsibility of the Passenger. Ordinary wear and tear is not compensable damage, and damage solely to the internal contents of Baggage, without accompanying damage to the exterior of such Baggage is not compensable, and the Carrier shall have no liability for damage sustained by items inside Baggage which were improperly packaged.

(2) If a Passenger is uncertain whether an object or objects is suitable or will be accepted as Baggage, it is the Passenger's sole responsibility to contact the Carrier or their representative for further information as to the acceptance of the goods for transport.

(B) Baggage Identification Tags

(1) Only the Passenger who was given a Baggage Identification Tag when the Carrier took possession of the Baggage is entitled to accept delivery of the Baggage.

(2) If the Passenger claiming the Checked Baggage is unable to produce their portion of the Baggage Identification Tag and identify the Baggage by means of its Baggage Identification Tag, the Carrier or their agent must receive satisfactory proof that the Baggage belongs to the Passenger in question before delivering the Baggage to the Passenger.

(3) Acceptance of the Baggage without complaint, within the time limits stipulated in Rule 12(B), by the Passenger in possession of the Baggage Identification Tag is evidence that the Carrier delivered the Baggage in good condition and in accordance with this Tariff. Any claims for damage to Checked Baggage must be made at the airport at the time the Passenger accepts the Checked Baggage; failure to do so will result in the forfeiture of any claim against Carrier regarding damage sustained to Checked Baggage, and a release of the Carrier for any potential liability related to the Baggage.

(C) Excess Value Declaration

The Carrier does not provide any method for insuring for excess Baggage valuations, and will refuse any special declaration of excess Baggage value. The Carrier reserves the right to refuse to carry Baggage declared to be over the value limit specified in Rule 26(B)(1)(a), and in all circumstances any Claims for damage or destruction to Baggage will be limited to the limits specified in that Rule.

See Rule 26 for the Carrier's limitations of liability.

(D) Items Unacceptable as Baggage

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

(1) Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over;

(2) Items containing substances which the possession or use thereof is prohibited or restricted under applicable laws, regulations, or orders of any country to be flown from, to, or over;

(3) Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations;

(4) Live animals;

(5) Firearms, subject to the terms and conditions specified in paragraph (K) below;

(6) Weapons such as antique firearms, swords, knives and other similar items may be accepted as Checked Baggage at the Carrier's discretion, provided they are suitably packed;

(7) Fragile or perishable items including, but not limited to: food; plants or other organic matter; delicate musical instruments; photographic or cinematographic equipment; smart phones, tablets or laptop computers; televisions or monitors (unless in their original packaging); money; jewellery; pottery; precious metals; glassware or items made of glass; silverware; negotiable papers; securities or other valuables; business documents; samples; all forms of keys including vehicle, house or storage; passports and other identification documents; glass bottles; critical medications;

(8) Sporting equipment not packed in a suitable rigid or hard-shell container, including but not limited to archery equipment, golfing equipment, ski and snowboard equipment and hockey equipment; and

(9) Any other items, which in the Carrier's sole and absolute opinion are unsuitable for carriage because of their weight, size or character.

(E) Right to Refuse Carriage of Baggage

(1) The Carrier will refuse to carry as Checked Baggage any bag that the Carrier or its agent has discovered to contain any unacceptable item mentioned in paragraph (D) above or elsewhere in this Tariff, and when the Passenger fails to provide the Carrier or its agent with prior notice that they wish to carry such an item in their Baggage.

(2) The Carrier or its agent will, at their sole discretion, refuse to carry any Baggage because of its size, shape, weight or character.

(3) The Carrier will refuse to carry Checked Baggage if it determines that the Baggage has not been properly and securely packed in suitable suitcases or containers.

(4) The Carrier will refuse Baggage which does not comply with the applicable screening guidelines, including those guidelines enforced by the Canadian Air Transport Security Authority pertaining to the identification of drugs and narcotics carried in Baggage.

(5) The Carrier reserves the right to refuse excess Baggage for operational reasons, including if a different aircraft type is substituted for the aircraft originally scheduled.

(6) Where the Carrier accepts Baggage, which contains items or Baggage which are unacceptable for carriage, such acceptance by Carrier shall not be deemed to be a consent or waiver to the Passenger submitting such items or Baggage which are unacceptable for carriage.

NOTE: This provision does not apply to aids for Persons with Disabilities - see paragraph (H) below.

(F) Right of Search

The Carrier or its agent may request the Passenger to permit a search to be conducted of their person and Baggage. The Carrier or its agent may search Baggage in the Passenger's absence.

The purpose of any search is to ensure aircraft and Passenger safety, and to determine whether the Passenger is in possession of, or if the Baggage contains, items mentioned in paragraph (D) above. If the Passenger refuses to comply with the request for search, the Carrier or its agent may refuse to carry the Passenger and/or their Baggage.

(G) Perishable Items

The Carrier or its agent will not accept perishable items as part of the Passengers Checked Baggage, and Passengers shall not check or attempt to check as Baggage containing perishable items. The Carrier will not be liable for any spoilage; this includes any spoilage which results from delays that might occur or have occurred during the Passenger's travels with the Carrier.

(H) Mobility Aids and Other Assistive Devices

The Carrier will permit Passengers to check one (1) manual or electric (battery powered) Assistive Device (including Mobility Aids), free of charge, as Checked Baggage, regardless of the fare type purchased, provided that:

(1) the design of the aircraft permits carriage of the Assistive Device. The Passenger should call the Carrier's customer service representatives at the telephone number listed in the Carrier's website (www.flyflair.com) to confirm the suitability of a Mobility Aid for travel.

(2) in the case of electrical devices, the batteries meet the requirements set out in IATA Dangerous Goods Regulations;

(3) the Assistive Device is of a type as described below; and

(4) the assembling and disassembling of Assistive Devices will be provided by the Carrier.

Examples of eligible Assistive Devices, including Mobility Aids, include:

a. an electric wheelchair, a scooter or a manually operated rigid frame wheelchair;

b. a manually operated folding wheelchair;

c. a walker, a cane, crutches or braces;

d. any device that assists the person to communicate better; or

e. any prosthesis or medical device.

(I) Support Items for Children

When traveling with a Child, the Carrier permits the guardian Passenger to check or gate check, as specified by the Carrier from time to time, two (2) of the following items per Child as Checked Baggage, free of Baggage charges and regardless of the fare type purchased:

(1) stroller or pusher;

(2) porta cot and bedding;

(3) infant child restraint device (car seats); or

(4) portable highchairs.

Each of the above items must be packaged appropriately for transport and the Carrier will not provide packaging materials to the Passenger. If the Passenger fails to appropriately package such items, the Carrier may deny the items. Infant child restraint devices (car seats) may be accepted as Checked Baggage at the counter, or gate checked. Should pre-existing damage be identified, a limited liability release tag will be required to be accepted and signed by the Passenger prior to any of the above items being checked at all airports.

(J) Sporting Equipment

(1) The Carrier will accept sporting equipment if:

a. it is securely packed to avoid damage; and

b. it meets Checked Baggage size and weight restrictions specified in Rule 14, unless the sporting equipment is Outsized Sporting Equipment specifically listed in paragraph (2) below.

(2) Outsized Sporting Equipment may be accepted by the Carrier, provided:

a. it is securely packed to avoid damage;

b. it does not exceed 30 kg (66 lbs); and

c. the Passenger pays the applicable overweight Baggage fee listed in Appendix A - Baggage.

"Outsized Sporting Equipment" only includes:

a. Bicycles;

b. Golf clubs;

c. Skis, snowboards and ski poles;

d. Hockey and ringette equipment; and

e. Firearms and fishing equipment, as more particularly detailed in paragraphs (K) and (L) below.

Arrangements must be made with the Carrier, before such items can be transported by the Carrier, a minimum of 24 hours prior to the scheduled departure. Applicable fees will be applied per Appendix A - Baggage.

(K) Firearms

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

The Carrier will accept only the following types of firearms:

- non-restricted (as defined in the *Criminal Code*) firearms;
- restricted (as defined in the *Criminal Code*) firearms, provided a valid authorization to transport compatible with the Routing is presented to the Carrier;
- BB guns;
- pellet guns;
- airsoft guns;
- starter pistols;
- air pistols;
- paintball guns (**NOTE:** carbon dioxide cartridges/tanks for paintball guns will only be accepted if empty, with the valve secured in the open position).

Tasers and stun guns are prohibited for transport.

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

(1) Each firearm is carried and packaged in a locked, heavy-duty container or hard-sided (opaque) gun case, and secured in accordance with any additional requirements per applicable law.

(2) Each firearm carried is accompanied by the appropriate firearm certificate, authorization to transport (if applicable) and signed firearms declaration, a form of which is provided by the Carrier.

(3) Each firearm is unloaded.

(4) The Passenger will have no access to the firearms once these items have been checked-in. Additional and overweight Baggage charges will apply if any bag exceeds Checked Baggage allowances for the fare type.

(5) The carriage of ammunition is permitted in limited quantities subject to the ICAO and IATA Transportation of Dangerous Goods Regulations.

a. Shells and cartridges are only accepted in Checked Baggage. Gunpowder and gunpowder pellets are strictly prohibited. Ammunition with explosive or incendiary projectiles will not be accepted.

b. The amount of ammunition permitted is limited to 5 kg (11 lbs) per Passenger. Allowances for more than one Passenger cannot be combined with those of other Passengers in single or multiple packages.

(L) Fishing Equipment

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

(M) Musical Instruments

Small musical instruments may be carried in the cabin provided that they satisfy size and weight requirements for Unchecked Baggage, and are subject to applicable fees. The purchase of an additional seat or seats is not permitted for musical instruments for safety reasons. For the avoidance of doubt, musical instruments shall be properly packed, including placement of the instrument inside a hard-sided case suitable for that instrument.

Instruments may also be accepted as Checked Baggage when they are properly packed, are within the size and weight restrictions of this Tariff, and applicable fees will be applied per Appendix A - Baggage. The limitations of liability stated in this Tariff, including those stated in Rule 26, continue to apply to all musical instruments.

Since there is no additional insurance for musical instruments available through the Carrier, it is highly recommended for those Passengers transporting musical instruments to obtain additional insurance through an independent source.

(N) Delay, Damage or Loss of Baggage

Instructions for reporting delay, damage or loss of Baggage, and the Carrier's limitations of liability in respect thereof, is detailed in Rule 26(B).

(O) Baggage Fee Table

ALL FEES ARE SUBJECT TO APPLICABLE GOVERNMENT TAXES

Flight Distance to Market: Short Haul (less than 1,000km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Personal Item	Max 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in)	7 kg (15.5 lbs)	Free of charge	Free of charge	Free of charge	Free of charge
Carry-On Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$64	$74	$84	$94
10kg Checked Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$79	$89		
1st 23 Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$84	$94	$104	$109
2nd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$84	$94	$99	$109
3rd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$104	$104	$114	$124
4th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$104	$114	$119	$124
5th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$114	$124	$129	$134
Oversized Baggage	Max 292 cm (115in) in total linear dimensions	23kg (50 lbs)				$129
Overweight Baggage	Max 158 cm (62 in) in total linear dimensions	45 kg (99 lbs)				$440

Flight Distance to Market: Short Haul (less than 1,000km by great circle distance)			
Bundled Products			
Product Type	Included Items	Booking	Manage My Booking
		Up to amount in Canadian Dollars	
Basic Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag	$97	$104
Big Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag, 1 x Priority Boarding, 1 x TravelFLEX	$111	$118

Flight Distance to Market: Short Haul (under 1,000km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Pet in Cabin	Max 41 cm long x 23 cm high x 25 cm wide (soft sided case)	10kg (22 lbs)	$79	$79	$79	$99
Bicycle	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$109	$109	$129	$129
Golf Clubs	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Snowboard or Ski	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hockey Equipment	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hunting/Fishing	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129

Flight Distance to Market: Medium Haul (1,000km to 3,000km by great circle distance)

Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Personal Item	Max 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in)	7 kg (15.5 lbs)	Free of charge	Free of charge	Free of charge	Free of charge
Carry-On Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$74	$84	$89	$104
10kg Checked Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$79	$89		
1st 23 Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$94	$104	$109	$114
2nd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$94	$104	$119	$124
3rd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$104	$114	$139	$144
4th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$114	$124	$139	$144
5th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$124	$134	$139	$144
Oversized Baggage	Max 292 cm (115in) in total linear dimensions	23kg (50 lbs)				$129
Overweight Baggage	Max 158 cm (62 in) in total linear dimensions	45 kg (99 lbs)				$440

Flight Distance to Market: Medium Haul (1,000km to 3,000km by great circle distance)			
Bundled Products			
Product Type	Included Items	Booking	Manage My Booking
		Up to amount in Canadian Dollars	
Basic Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag	$97	$104
Big Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag, 1 x Priority Boarding, 1 x TravelFLEX	$111	$118

Flight Distance to Market: Medium Haul (1,000km to 3,000km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Pet in Cabin	Max 41 cm long x 23 cm high x 25 cm wide (soft sided case)	10kg (22 lbs)	$79	$79	$79	$99
Bicycle	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$109	$109	$129	$129
Golf Clubs	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Snowboard or Ski	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hockey Equipment	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hunting/Fishing	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129

Flight Distance to Market: Long Haul (over 3001km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online Check in	Airport
			up to amount in CAD			
Personal Item	Max 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in)	7 kg (15.5 lbs)	Free of Charge	Free of Charge	Free of Charge	Free of Charge
Carry-On Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$74	$84	$89	$104
10kg Checked Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$79	$89		
1st 23 Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$94	$104	$109	$114
2nd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$94	$104	$109	$114
3rd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$104	$114	$119	$124
4th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$114	$124	$124	$129
5th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$124	$134	$134	$139
Oversized Baggage	Max 292 cm (115in) in total linear dimensions	23kg (50 lbs)				$129

Overweight Baggage	Max 292 cm (115in) in total linear dimensions	45 kg (99 lbs)				$440

Flight Distance to Market: Long Haul (over 3001km by great circle distance)			
Bundled Products			
Product Type	Included Items	Booking	Manage My Booking
		Up to amount in CAD	
Basic Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag	$108	$122
Big Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag, 1 x Priority Boarding, 1 x TravelFLEX	$124	$132

Flight Distance to Market: Long Haul (over 3001km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Pet in Cabin	Max 41 cm long x 23 cm high x 25 cm wide (soft sided case)	10kg (22 lbs)	$79	$79	$79	$99
Bicycle	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$109	$109	$129	$129
Golf Clubs	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Snowboard or Ski	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hockey Equipment	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hunting/Fishing	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129

NOTES:

1. All prices are subject to applicable taxes.
2. Checked Baggage:
    i. Baggage fees may vary depending on the route but will not at any one time be higher than those reflected in the table above. The Carrier reserves the right to discount Baggage fees.
    ii. Checked Bags in excess of 45 kg (100 lbs) will not be accepted by the Carrier, and the Passenger must make alternate arrangements for transport. Overweight and oversized Baggage fees apply in addition to the applicable Checked Baggage fee.
    iii. Overweight Baggage is charged on Checked Baggage at $9 for each kg over up to a maximum of fee of $440.
    iv. Oversized or overweight “10kg Checked Bags” are subject to a “10kg Checked Bag – Upgrade Fee” (up to $79) in addition to the “10kg Checked Bag” fee.
3. Carry-on Baggage:
    i. Only one “Carry-on Bag” per passenger is permitted. Size and weight restrictions apply.
    ii. If a “Carry-on Bag” exceeds weight or size limits, the “Carry-on – Upgrade Fee” will apply (up to $69) in addition to the “Carry-on Bag” fee. The Carry-on Bag will then be checked-in at the check-in counter or gate. Subject to size and weight limits of 23kg Checked Bag.
    iii. “Carry-on - Gate” fees (up to $94) apply at the boarding gate if the Carry-on Bag is not prepaid. Subject to size and weight limits.
    iv. Checked Baggage fees apply to unpaid and oversized Carry-on Baggage.
4. An oversized “Personal Item” is considered as a “Carry-on Bag”. Quantity, size and weight limits of “Carry-on Bag” apply.
5. Payment definitions:

Payment	Definition
Online Purchase	From time of Booking up to 3 hrs prior to departure and/or prior to check- in.
Airport Check-in	Available between 3 hours to 45 minutes prior to flight departure.
At the Gate	At the boarding gate prior to boarding.

PART III – AT THE AIRPORT / DURING TRAVEL

RULE 16 – ACCEPTANCE OF CHILDREN FOR TRAVEL

(A) General

(1) Infants and Children accompanied in the same cabin by a Passenger 18 years of age or older will be accepted for travel in accordance with the conditions in the below table. Persons entrusted with the care of infants and Children must be capable of discharging this duty.

(2) Unaccompanied infants and Children under 12 years of age will not be accepted for carriage by Carrier.

Age	Accepted	Conditions
Under 2 years of age (Infant)	Yes, if accompanied	Infants must be accompanied by a Passenger who is 18 years of age or older, or 16 years or older upon prior notice to the Carrier. Only one infant is permitted per adult Passenger. The infant may travel free of charge, and without a seat needing to be purchased for the infant, when the infant is held on an accompanying adult Passenger's lap. If a seat is purchased for an infant, the infant must be properly secured in a Transport Canada approved child restraint device. An infant under 2 years of age at the time of departure, but reaching their 2nd birthday on or before the continuing/return flight(s) will require a seat to be purchased for the continuing/return flight(s). The Customer must call the Carrier's customer service representatives at the telephone number listed in the Carrier's website (www.flyflair.com) to purchase this seat.
2 to 11 years old (Children)	Yes, if accompanied	All Children 2 years of age or older must have a purchased and assigned seat. A Child must be accompanied by a ticketed Passenger of 18 years or older for the entire trip. These Passengers are considered to be a Child for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by the Carrier. The use of a carrier and Transport Canada approved Child restraint device is optional for Children age 2 and up.

Age	Accepted	Conditions
12 years of age and older	Yes, accompanied or unaccompanied	All Children 12 years of age or older may travel unaccompanied without supervision on non-stop flights. These Passengers are considered to be adults for the purpose of air travel and will pay the applicable price for a seat at the applicable per seat fare price charged by the Carrier.

(B) Documentation

(1) For travel within Canada, Passengers under 18 years of age are encouraged to carry identification such as a passport, an original birth certificate, or a nongovernment photo ID (e.g. student card).

(2) In addition to the above identification, the Carrier may require presentation of the following documents when Children are accompanied by an adult: (i) documents establishing legal custody; (ii) parental consent letter authorizing travel; or (iii) death certificate, if one parent is deceased.

(C) Assignment of Seats to Children Under the Age of 14 Years

(1) Children who have not reached their fourteenth (14^{th}) birthday by their Booking's departure date will be assigned seating assignments as detailed in Rule 7(E)(2).

RULE 17 – CARRIAGE OF PERSONS WITH DISABILITIES

(A) Application

(1) This rule applies to the transportation of Persons with Disabilities by the Carrier, which is a Large Carrier ATPDR, on its domestic transportation services.

(2) This rule applies to the transportation of all Persons with Disabilities on all flights marketed and operated by the Carrier, and in respect to all flights marketed by the Carrier but operated by another carrier.

(B) Acceptance for Carriage

(1) The Carrier will accept the determination made by or on behalf of a Person with a Disability as to their self-reliance and will not refuse to transport a Person with a Disability, unless doing so would impose undue hardship on the Carrier, for example, if it would jeopardize security, public health or public safety.

(2) If the Carrier refuses to transport a Person with a Disability for reasons related to their Disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within 10 days of the refusal, the Carrier will provide the person with a written notice setting out the reasons for the refusal including:

a. the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;

b. any relevant rule, policy, procedure or regulation; and,

c. the duration of the refusal and the conditions, if any, under which the Carrier would accept the person for transport.

(C) Bookings and Online Services

(1) If a Person with a Disability identifies the nature of their Disability when making a Booking with a Carrier, the Carrier will:

a. discuss with the person their needs in relation to their Disability and the services offered by the Carrier in relation to those needs;

b. before assigning a passenger seat to a Person with a Disability, inform the person of the passenger seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as a wheelchair-accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable armrests; and

c. in assigning a passenger seat to a Person with a Disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person. Passengers with a Disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety related rules and regulations. Persons with Disabilities and their attendants, who will meet the persons' Disability related needs, will be seated together. Attendants are required to have a valid Ticket and are treated in all other respects as a Passenger.

(2) The Carrier will advise the Person with a Disability if information and/or documents are required to permit the Carrier to assess their request, as per paragraph (H) below. The Carrier will also advise the Person with a Disability that the information and/or documents must be filed prior to 48 hours of their departure time and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.

(3) As an alternative means to using its website to make or modify a Booking, the Person with a Disability may call the Carrier's customer service representatives at the telephone number listed in the Carrier's website (www.flyflair.com). The Carrier will not assess call centre service fees against a Person with a Disability accessing the Carrier's call centre.

(D) Written Confirmation of Services

(1) The Carrier will, without delay, indicate in the record of a Passenger's travel Booking the services that the Carrier will provide to the Passenger.

(2) The Carrier will include a written confirmation of the services in the Itinerary that is issued to the Passenger.

(3) If a service is confirmed only after the Itinerary is issued, the Carrier will, without delay, provide a written confirmation of the service.

(E) Manually Operated Wheelchair Access

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

(F) Services for which no Advance Notice is Required

(1) The services identified in paragraph (3) below will be provided at no additional fare or charge.

(2) The Carrier will not require a Person with a Disability to file information and/or documents, including medical certificates, to support any request for services identified in paragraph (3) below.

(3) Regardless of when a Person with a Disability makes the request for the following services, the Carrier will:

a. Assist the Person with a Disability with checking in at the check-in counter;

b. Permit the Person with a Disability, if they are unable to use an automated self-service kiosk or other automated check-in or ticketing process, to advance to the front of the line at a check-in counter or ticket counter;

c. If the Person with a Disability is in a wheelchair, a boarding chair or any other device in which they are not independently mobile while waiting at a terminal for departure after check-in or in order to transfer to another segment of their trip, provide the Person with a Disability with a place to wait that is close to personnel who are available to provide assistance to the Person with a Disability and who will periodically inquire about the Person with a Disability's needs, and attend to those needs;

d. Where a Person with a Disability requests assistance in boarding or seating or in stowing carry-on Baggage, the Carrier will allow the Person with a Disability, upon request, to board the aircraft in advance of other Passengers, where time permits. The Carrier may also require a Person with a Disability, even in the absence of a request to do so, to board the aircraft in advance of other Passengers in order that it has enough time to provide the requested assistance;

e. Assist the Person with a Disability in storing and retrieving their carry-on Baggage;

f. In the case of a Person with a Disability who is blind or has any other visual impairment,

i. describe to the Person with a Disability, before departure or, if impossible because of time constraints, after departure, the layout of the aircraft, including the location of washrooms and exits, and the location and operation of any operating controls at the Person with a Disability's passenger seat;

ii. describe to the Person with a Disability, if a meal is offered on-board, all the food and beverages that are offered for consumption or provide a menu in large print or in Braille;

g. Assist the Person with a Disability in accessing any entertainment content that is offered on-board an aircraft;

h. Upon request, make announcements to Passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of Baggage in visual, verbal and/or written format (including Braille);

i. Before departure, provide the Person with a Disability with an individualized safety briefing and demonstration;

j. Assist the Person with a Disability in moving between their passenger seat and a washroom, including by assisting them in transferring between their passenger seat and an on-board wheelchair;

k. Permit a Person with a Disability to use the washroom that has the most amount of space, regardless of where the washroom is located in any part of the aircraft, if the Person with a Disability needs an on-board wheelchair or the assistance of a Support Person or Service Dog to use a washroom;

l. If a meal is served on-board to the Person with a Disability, assist the Person with a Disability with the meal by opening packages, identifying food items and their location and cutting large food portions; and

m. If a Person with a Disability is unable to use the call button to request assistance, periodically inquire about the Person with a Disability's needs.

(G) Services for which at Least 48 Hours Advance Notice is Required

(1) The services identified in paragraph (3) below will be provided at no additional fare or charge.

(2) In all instances, the Carrier will make every reasonable effort to provide a service requested by a Person with a Disability even if the Person with a Disability does not comply with any requirement in this section, to provide advance notice or to provide information and/or documents to permit the Carrier to assess the request.

(3) Subject to the Carrier's requirement for a Person with a Disability to provide information and/or documents identified in paragraph (H) below and any additional notification time requirements, the Carrier will provide the following services if requested by a Person with a Disability at least 48 hours prior to the scheduled time of departure of the Person with a Disability's flight:

a. Assign a passenger seat to a Person with a Disability, taking into account the Person with a Disability's opinion with respect to which seats would best meet the accessibility needs of that Person with a Disability;

b. Provide additional adjacent seats, meaning seats which are next to the seat of the Person with a Disability, in the following three situations:

i. When the Person with a Disability must travel with a Support Person for transport if, because of the nature of their Disability, the Person with a Disability, after departure and before arrival, needs:

A. assistance with eating meals, taking medication, using the washroom;

B. assistance with transferring to and from a passenger seat;

C. assistance with orientation or communication; or

D. physical assistance in the event of an emergency, including in the case of an evacuation or decompression;

ii. When the size of a Service Dog belonging to a Person with a Disability is such that the Person with a Disability's seat does not provide sufficient floor space for the dog to lie down at the Person with a Disability's feet in a manner that ensures the safety and well-being of the Service Dog and the Person with a Disability; or

iii. When a Person with a Disability needs more than one seat because of the nature of their Disability, for example, if they are a Person with a Disability who has a fused leg or who is disabled by severe obesity;

(4) With at least 96 hours notice, accept for transportation a Mobility Aid and/or other Assistive Device, as per paragraph (I) below;

(5) With at least 96 hours notice, accept for transportation a Service Dog or Emotional Support Dog, as per paragraphs (J) and (K) below;

(6) Assist the Person with a Disability in proceeding to the Boarding Area after check-in;

(7) Assist the Person with a Disability in proceeding through any security screening process at the terminal, including by

a. providing personnel to assist the Person with a Disability through the process, or

b. collaborating with the relevant security authority to permit a person who is not travelling with the Person with a Disability to have access to the security screening checkpoint so that they may assist the Person with a Disability to proceed through the process;

(8) Before boarding, transfer the Person with a Disability between the Person with a Disability's own Mobility Aid and a Mobility Aid provided by the Carrier;

(9) Permit the Person with a Disability to board in advance of other passengers if:

i. the Person with a Disability requests assistance with boarding, locating their passenger seat or cabin, transferring between a Mobility Aid and their passenger seat or storing carry-on Baggage;

ii. in the case where the Person with a Disability is blind or has any other visual impairment, the Person with a Disability requests a description of the layout of the aircraft, or of the location and operation of operating controls at the Person with a Disability's passenger seat; or,

iii. in the case where the Person with a Disability is disabled due to a severe allergy, the Person with a Disability requests to clean their passenger seat to remove any potential allergens;

NOTE: If the Person with a Disability has requested the assistance in (i) or (ii) immediately above, the Carrier may require the Person with a Disability to board in advance of other passengers or, if they arrive at the Boarding Area after priority boarding, to board after the other passengers.

(10) Assist the Person with a Disability in boarding and disembarking;

(11) Before departure and on arrival at the Destination, transfer the Person with a Disability between a Mobility Aid and the Person with a Disability's passenger seat;

(12) Provide the Person with a Disability with an on-board wheelchair;

(13) Provide the Person with a Disability with a personal electronic device where the aircraft's entertainment system does not offer closed captioning and audio descriptions;

(14) Establish a buffer zone around the passenger seat of a Person with a Disability who has a Disability due to a severe allergy by providing the Person with a Disability with a passenger seat that is in a bank of seats other than the bank of seats in which the source of the allergen is located;

(15) Ensure that any public announcement that is made on-board is made in an audio format or a visual format that is accessible to a Person with a Disability;

(16) Assist the Person with a Disability in proceeding through border clearance (immigration and customs);

(17) Assist the Person with a Disability in retrieving their Checked Baggage;

(18) Assist the Person with a Disability, after disembarkation, in proceeding to the general public area;

(19) Assist the Person with a Disability, after disembarkation, in proceeding to a location where the Person with a Disability may receive assistance either:

a. from a member of the terminal operator's personnel to proceed to the Curbside Zone, or

b. from a member of the receiving carrier's personnel to transfer to another segment of their trip within the same airport; and

(H) Services – Information and/or Documents Required to be Filed with the Carrier

(1) The Carrier will require the Person with a Disability to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit the Carrier to assess the Person with a Disability's request.

(2) The Carrier retains the right to require information and/or documents to assess any other requests for services to be provided to, as well as to substantiate the fitness to travel of Persons with Disabilities, with the exception of those services identified in paragraph (F)(3) above.

(3) Where the Carrier requires the Person with a Disability to file information and/or documents for a request for services identified in paragraph (1) above, they must be filed with the Carrier at least 48 hours (or at least 96 hours if otherwise specified), including one full business day, prior to the scheduled time of departure of the Person with a Disability's flight to ensure that the Carrier has sufficient time to assess the request.

(4) The Carrier may not provide the services identified in paragraph (1) above if the Carrier has required the Person with a Disability to file information and/or documents and:

a. any of the relevant conditions referred to in this Tariff are not met or the information and/or documents provided are not reasonably sufficient to permit the Carrier to assess the request;

b. the request has not been made 96 hours in advance of travel; and

c. the Carrier has made every reasonable effort to provide the service but cannot do so.

(5) If, on the request of the Carrier, a Person with a Disability provides the Carrier with information and/or documents in relation to a request for service, the Carrier will offer to retain an electronic copy of the information and/or documents for a period

of at least three years for the purpose of permitting the Carrier to use the information and/or documents if the Person with a Disability makes another request for a service.

(l) Acceptance of Mobility Aids and other Medical or Assistive Devices

Mobility Aids

(1) Subject to paragraph (6) below, the Carrier will, on request, carry free of charge and as priority Baggage, a Person with a Disability's Mobility Aid, and will permit the Person with a Disability to retain their Mobility Aid until it becomes necessary to store it for carriage.

(2) The Carrier will make every reasonable effort to permit a Person with a Disability who uses a walker or manual folding wheelchair to store it on-board the aircraft.

(3) Where the aircraft can transport the Mobility Aid, the Carrier will:

a. disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and

b. return the aid promptly upon arrival.

(4) Where the Mobility Aid needs to be disassembled and reassembled in order for it to be transported with the Person with a Disability who needs it, the Carrier will require that the Person with a Disability:

a. provide the Carrier with instructions for the disassembly and reassembly of the Mobility Aid, which can be found on the Carrier’s website; and

b. check-in at least 2 hours before the scheduled time of departure or arrive at the Boarding Area of their flight at least 60 minutes in advance to allow for the additional time needed to handle the Mobility Aid and prepare it for transport.

(5) Notwithstanding paragraph (4) immediately above, the Carrier will make every reasonable effort to transport the Mobility Aid even if written instructions for disassembly and reassembly are not provided by the Person with a Disability or the required times are not met.

(6) The Carrier will refuse to transport a Mobility Aid where:

a. the weight or size of the Mobility Aid exceeds the capacity of lifts or ramps,

b. the doors to Baggage compartments are too small for the Mobility Aid, or

c. transportation of the Mobility Aid would jeopardize aircraft airworthiness or violate safety regulations.

(7) When the Carrier refuses to transport a Mobility Aid for any of the reasons above, it will:

a. at the time of the refusal, tell the Person with a Disability why their Mobility Aid was not accepted and provide the reason in writing within the next 10 days; and

b. inform the Person with a Disability of alternative trips operated by the Carrier to the same Destination on which their Mobility Aid can be transported, and offer to book this for the Person with a Disability at the lesser of the fare for the original trip and the fare for the alternative trip.

Oxygen and Personal Oxygen Concentrators

Passengers cannot bring their own oxygen on board, except personal oxygen concentrators. Liquid oxygen is forbidden on all aircraft.

Passengers can carry on board aircraft and utilize any of the following Carrier-approved personal oxygen concentrators:

a. AirSep FreeStyle

b. AirSep FreeStyle 5

c. AirSep Lifestyle

d. AirSep Focus

e. Delphi RS-00400 (EVO Central Air)

f. DeVilbiss Healthcare iGo

g. Inogen One

h. Inogen One G2, G3 or G4

i. Inova Labs LifeChoice

j. Inova Labs LifeChoice Activox

k. Inova Labs LifeChoice Activox 4L

l. International Biophysics LifeChoice

m. Invacare Mobile Platinum

n. Invacare XPO2

o. Invacare Solo2

p. Oxlife Independence Oxygen Concentrator

q. Oxus RS-00400

r. Precision Medical EasyPulse

s. Respironics EverGo

t. Respironics SimplyGo

u. Respironics SimplyGo Mini

v. SeQual Eclipse (all generations)

w. SeQual eQuinox

x. SeQual Oxywell

y. SeQual SAROS

z. VBox Trooper

subject to the following conditions:

(8) Personal oxygen concentrators and extra batteries are accepted free of charge, in addition to the normal carry-on Baggage allowance, provided they can be safely stowed underneath the seat. Batteries are not accepted as Checked Baggage. The area around the personal oxygen concentrators must be clear of blankets, coats, and other pieces of carry-on Baggage, and batteries must be packaged in a manner that protects them from short circuit and physical damage, and away from metal objects such as keys, coins, etc.

(9) At least 48 hours prior to departure, the Passenger must inform the Carrier of their intent to use a personal oxygen concentrator during the flight. The Carrier will make a reasonable effort to accommodate Passengers who fail to inform the Carrier of their intent to use a personal oxygen concentrator at any time.

(10) Internet check-in is not permitted for Passengers travelling with personal oxygen concentrators, and check-in must be made at the airport.

(11) Passengers must obtain medical clearance from an accredited medical doctor as to the Passenger's ability to travel and to determine the rate of oxygen to be maintained.

(12) The personal oxygen concentrator must be free of oil and grease and be of a type approved by the Carrier as listed on the Carrier’s website at: https://flyflair.com/travel-info/special-services/mobility-and-medical-equipment. Some restrictions apply to certain types of personal oxygen concentrators that cannot be safely stowed during flight.

(13) Passengers must bring extra batteries as part of their carry-on Baggage to cover the use of the personal oxygen concentrator for the entire duration of the travel Itinerary, including connection time, check-in and travel buffer in the event of unforeseen circumstances. Extra batteries must be enough to cover the use of the personal oxygen concentrator for the entire duration of the travel Itinerary, including connection time, check-in and travel buffer. The ability to recharge the

battery during connection is not available, nor does the Carrier provide batteries for personal oxygen concentrators.

Other Assistive Devices

(14) The Carrier will permit a Person with a Disability to bring on-board and to retain any small Assistive Device that the person needs during travel, including a cane, crutches, a communication device, an orthotic positioning device or a portable oxygen concentrator, except to the extent that the presence or use of such a device jeopardizes security, public health or public safety.

(J) Acceptance of Service Dogs

(1) The Carrier will, on request, accept for transportation a Service Dog required to assist a Person with a Disability. No animals except domestic dogs are accepted as service animals. The Carrier will permit the Service Dog to accompany the person on board subject to:

a. certification in writing as the Service Dog having been trained by a professional Service Dog institution in accordance with paragraph (H) above;

b. the Passenger's declaration to the Carrier the breed of the Service Dog and its approximate dimensions and weight;

c. any advance notice and documentary requirements contained in paragraphs (G)(5) and (H) above; and

d. proper harnessing of the Service Dog.

(2) Transport of a Service Dog accompanying a Person with a Disability will be free of charge (including both fees and fares).

(3) The Carrier will make every reasonable effort to accept a Service Dog for carriage if requested by a Person with a Disability even if the person does not provide advance notice or any information and/or documents that are requested by the Carrier.

(4) For the comfort of all Passengers, the Carrier or their agent will determine, in consultation with the person with the Disability, where the person and Service Dog will be seated. The Carrier will assign a seat to the person, provided that the Carrier has been notified in advance, which provides sufficient space for the person and the Service Dog, and the Carrier will permit the Service Dog to accompany the person on board the aircraft, and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, the Carrier will permit the Service Dog to remain on the floor in an area where the person can still exercise control over the Service Dog.

(5) Service Dogs that are causing a disruption, including barking, chirping, howling, growling, or other disruptive occurrences, in the Carrier's sole and absolute discretion, may be denied carriage. The Passenger assumes full responsibility for

the Service Dog and shall make all necessary arrangements to obtain valid health and vaccination certificates, entry permits, and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the Service Dog will not be accepted for carriage.

(6) The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the Service Dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any Service Dog that is to accompany the person.

(7) The Carrier may refuse to transport a Service Dog if the Person with a Disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.

NOTE: For more information, see Rule 24.

(8) When travel involves more than one carrier, it is the responsibility of the person to verify the policy of each carrier involved in the Itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the Service Dog on its own aircraft.

(K) Emotional Support Dogs

(1) Emotional support animals are limited to domestic dogs, and Emotional Support Dogs will be permitted at the discretion of the Carrier and subject to applicable fees. The Carrier will require proof from a physician or medical health professional who is licensed and in good standing with their governing body, that they are treating the person for a mental health Disability, and that the person requires an Emotional Support Dog to accommodate that Disability.

(2) The Person with a Disability provides a veterinary certificate that:

- identifies the specific Emotional Support Dog by name and breed;
- identifies the Person with a Disability who relies on that dog as an Emotional Support Dog;
- attests that the Emotional Support Dog is healthy enough to travel; free from contagious diseases, ticks and fleas; and current on its vaccinations; and
- states whether the veterinarian has any knowledge of inappropriate behaviour exhibited by the Emotional Support Dog, including aggressive behaviour, excessive whining or barking, or causing injury to others.

If the timing for the veterinary certification has not otherwise been prescribed in the jurisdiction of the country, province, state or territory where the person travels to

or from, the certificate must be dated within 2 months prior to the date of initial travel set out in the Itinerary.

(3) The Person with a Disability must provide the above documentation to the Carrier at least 96 hours in advance of travel.

If a request is made less than 96 hours in advance, the Carrier should make every reasonable effort to transport the Person with a Disability and their Emotional Support Dog. However, the CTA strongly encourages all Persons with Disabilities to provide sufficient advance notice, and to provide adequate supporting documentation for themselves and their Emotional Support Dog when they make their request to minimize the risk that they will not receive adequate accommodation.

(4) The Emotional Support Dog must fit comfortably in an appropriate animal carrier that must fit and be kept at the seat or, in the case of air travel, under the seat in front of the Person with a Disability for the duration of the trip. The animal carrier must meet the Carrier's conditions and restrictions for carriage of animal carriers in the cabin, and the Emotional Support Dog must remain in the carrier for the duration of its time in the passenger cabin.

(5) The Person with a Disability must demonstrate to the Carrier that their Emotional Support Dog meets all travel, entry or exit requirements of the country, province, state or territory they travel to or from, which includes providing all required documentation, as applicable must not be charged for this accommodation.

(6) The Carrier may refuse transportation to any Person with a Disability and their Emotional Support Dog if the Emotional Support Dog poses a threat to the health or safety of others by exhibiting aggressive or other inappropriate behaviour, or if the user removes it from its animal carrier during travel.

RULE 18 – ACCEPTANCE OF PET DOGS AND CATS

These rules apply to transportation of pet dogs and cats (i.e. non-service or Emotional Support Dogs) in the cabin of the aircraft on the services of the Carrier.

(A) General

(1) The Carrier will accept pets for carriage in the passenger cabin of the aircraft, limited to domestic dogs and cats, provided the animal(s) is/are accompanied by a Passenger. All other pet animals (e.g. reptiles, fish or birds) will be refused carriage.

(2) Pet dogs and cats must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the Carrier and supplied by the Passenger. For carriage in the Passenger cabin, the kennel/cage must be within the size limitations specified in Appendix A - Baggage and fit under the seat in front of the Passenger. Only 1 animal may be in any cage/kennel/container unit.

(3) Carriage of a pet and its container incurs the fees detailed in Appendix A - Baggage and the Passenger will be obliged to pay the applicable fees.

(4) A maximum of 6 pets will be accommodated in the cabin per flight on a first come, first serve basis.

(5) The Passenger assumes full responsibility for the accompanying pet. Before the pet is accepted for carriage, the Passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits, and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, a pet will not be accepted for carriage.

RULE 19 – GROUND TRANSFER SERVICES

(A) General

(1) Except as necessitated by an operational diversion which requires repatriation of Passengers via ground-based transportation, the Carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.

(2) The provision of or repatriation of Passengers via ground-based transportation notwithstanding, any ground transfer service is performed by independent operators who are not, and shall not be deemed to be, agents or servants of the Carrier.

(3) Any effort by an employee, agent or representative of the Carrier in assisting the Passenger to make arrangements for such ground transfer service shall in no way make the Carrier or the Carrier's employee, agent or representative liable for the acts or omissions of such an independent operator.

RULE 20 – SCHEDULE IRREGULARITIES / FLIGHT DISRUPTIONS

(A) Applicability

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

(B) General

(1) The Carrier will make all reasonable efforts to transport the Passenger and their Baggage with reasonable dispatch.

(2) Times shown on the Passenger Tickets or elsewhere are approximate and not guaranteed and form no part of the Contract of Carriage.

(3) The Carrier will not be responsible for errors or omissions either on Passenger Tickets or other representation of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.

(4) The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on Passengers' Tickets due to Force Majeure, expect otherwise provided for in this Tariff.

(5) In the case of schedule irregularities, the Carrier will give priority for assistance to any Person with a Disability.

(6) The Carrier, at their own discretion, may elect to provide an Alternate Travel Arrangements (such as a chartered bus) to the final Destination to complete the Passenger's journey in the event of an irregular operation.

(7) The stopping places are those places shown in the Carrier's timetable as scheduled stopping places on the route. The Carrier may, without notice, substitute alternative Carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable.

(C) Carrier Obligations - Situations outside the Carrier's control

This section applies to the Carrier when there is delay or cancellation due to situations outside the Carrier's control.

(1) Earlier Flight Disruption

A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to Situations outside the Carrier's control is considered to also be due to Situations outside the Carrier's control if the Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

(2) Communication of Information

When there is delay or cancellation due to a Situation outside the Carrier's control, the Carrier will provide affected Passengers information in accordance with Rule 22.

(3) In the case of a delay of 3 hours or more, or cancellation of a flight:

a. The Carrier will provide, free of charge, Alternate Travel Arrangements if the Passenger desires such arrangements, in the form of a confirmed Booking for the next available flight operated by the Carrier, or any Carrier that the Carrier has a commercial agreement in place and is travelling on any reasonable air route from the same airport to the Destination that is indicated on the Passenger's original Ticket and departs within 48 hours of the departure time that is indicated on that Ticket.

b. If the Carrier cannot provide a confirmed Booking in accordance with the immediately above paragraph, the Carrier will, at the passenger's choice prior to the Passenger receiving a confirmed Booking:

i. refund any unused portion of the Ticket in accordance with Rule 23. Should a Passenger choose to be refunded and no longer be at the point of Origin indicated on the original Ticket and the travel no

longer serves a purpose because of the delay or cancellation, the Carrier will refund the Ticket and provide the Passenger, free of charge, a confirmed Booking for a flight to that point of Origin that accommodates the passenger's travel needs; OR

ii. provide a confirmed Booking for the next available flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport to the Destination that is indicated on the passenger's original Ticket, and, if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

(4) To the extent possible, any Alternate Travel Arrangements will provide services that are comparable to those of the original Ticket. If the Alternate Travel Arrangements provide:

a. for a higher class of service than the original Ticket, the Carrier will not request supplementary payment to a Passenger who desires such arrangements; or

b. for a lower class of service than the original Ticket, the Carrier will refund the difference in the cost of the applicable portion of the Ticket.

(D) Carrier Obligations - Situations within the Carrier's control but Required for Safety Purposes

(1) This section applies to the Carrier when there is delay or cancellation that is within the Carrier's control but is Required for Safety Purposes.

(2) Earlier Flight Disruption

A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the Carrier's control but is Required for Safety Purposes is considered to also be within the Carrier's control but Required for Safety Purposes if the Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

(3) Communication of Information

In the case of a delay or cancellation due to a situation within the Carrier's control but Required for Safety Purposes, the Carrier will provide affected Passengers information in accordance with Rule 22.

(4) If a Passenger is informed of a delay or cancellation less than 12 hours before the departure time indicated on their original Ticket and the Passenger has waited 2 hours after the departure time indicated on their original Ticket, the Carrier will provide the Passenger with the following treatment free of charge:

a. food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the Passenger; and (b) access to a means of communication.

b. if the Carrier expects the Passenger will be required to wait overnight for their original flight or for a flight reserved as part of Alternate Travel Arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger, as well as transportation to the hotel or other accommodation and back to the airport.

The Carrier may limit or refuse to provide a standard of treatment referred to in a. or b. above if providing that treatment would further delay the Passenger.

(5) If the delay is a delay of 3 hours or more, or the flight is cancelled, the Carrier will provide the Passenger, free of charge, the following Alternate Travel Arrangements to ensure that the passenger completes their Itinerary as soon as feasible:

a. a confirmed Booking for the next available flight operated by the Carrier, or any carrier including any with which the Carrier has a commercial agreement with, and is travelling on any reasonable air route from the airport at which the Passenger is located to the Destination that is indicated on the Passenger's original Ticket, and departs within 9 hours of the departure time indicated on that original Ticket;

b. a confirmed Booking for a flight operated by any carrier and is travelling on any reasonable air route from the airport at which the Passenger is located to the Destination indicated on the Passenger's original Ticket and departs within 48 hours of the departure time indicated on that original Ticket if the Carrier cannot provide a confirmed Booking that complies with paragraph a. immediately above, or

c. transportation to another airport within a reasonable distance of the airport at which the Passenger is located and a confirmed Booking for a flight operated by any carrier and is travelling on any reasonable air route from that other airport to the Destination indicated on the Passenger's original Ticket, if the Carrier cannot provide a confirmed Booking that complies with paragraphs a. or b. above.

(6) If the Alternate Travel Arrangements offered in accordance with the paragraph (5) immediately above do not accommodate the Passenger's travel needs, and:

a. if the Passenger is no longer at the point of Origin indicated on the original Ticket and the travel no longer serves a purpose because of the delay, the Carrier will refund the Ticket and provide to the Passenger, free of charge, a confirmed Booking for a flight to the point of Origin that accommodates the Passenger's travel needs; or

b. in all other cases, the Carrier will refund the unused portion of the Ticket.

(7) To the extent possible, any Alternate Travel Arrangements will provide services that are comparable to those of the original Ticket. If the Alternate Travel Arrangements provide:

a. for a higher class of service than the original Ticket, the Carrier will not request supplementary payment to a Passenger who desires such arrangements; or

b. for a lower class of service than the original Ticket, the Carrier will refund the difference in the cost of the applicable portion of the Ticket.

(E) Carrier Obligations - Situations within the Carrier's control but not Required for Safety Purposes

(1) This section applies to the Carrier when there is delay or cancellation that is within the Carrier's control but is not Required for Safety Purposes.

(2) Communication of Information

In the case of a delay or cancellation due to a situation within the Carrier's control but Required for Safety Purposes, the Carrier will provide affected Passengers information in accordance with Rule 22.

(3) If a Passenger is informed of a delay or cancellation less than 12 hours before the departure time indicated on their original Ticket and the Passenger has waited 2 hours after the departure time indicated on their original Ticket, the Carrier will provide the Passenger with the following treatment free of charge:

a. food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the Passenger; and (b) access to a means of communication.

b. if the Carrier expects the Passenger will be required to wait overnight for their original flight or for a flight reserved as part of Alternate Travel Arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the Passenger, as well as transportation to the hotel or other accommodation and back to the airport.

The Carrier may limit or refuse to provide a standard of treatment referred to in (D)(4)a. or (D)(4)b. above if providing that treatment would further delay the Passenger.

(4) If the delay is a delay of 3 hours or more, or the flight is cancelled, the Carrier will provide the Passenger, free of charge, the following Alternate Travel Arrangements to ensure that the passenger completes their Itinerary as soon as feasible:

a. a confirmed Booking for the next available flight operated by the Carrier, or any carrier including any with which the Carrier has a commercial agreement with, and is travelling on any reasonable air route from the

airport at which the Passenger is located to the Destination that is indicated on the Passenger's original Ticket, and departs within 9 hours of the departure time indicated on that original Ticket;

b. a confirmed Booking for a flight operated by any carrier and is travelling on any reasonable air route from the airport at which the Passenger is located to the Destination indicated on the Passenger's original Ticket and departs within 48 hours of the departure time indicated on that original Ticket if the Carrier cannot provide a confirmed Booking that complies with paragraph (D)(5)a. immediately above, or

c. transportation to another airport within a reasonable distance of the airport at which the Passenger is located and a confirmed Booking for a flight operated by any carrier and is travelling on any reasonable air route from that other airport to the Destination indicated on the Passenger's original Ticket, if the Carrier cannot provide a confirmed Booking that complies with paragraphs (D)(5)a. or (D)(5)b. above.

(5) If the Alternate Travel Arrangements offered in accordance with the paragraph (D)(5) immediately above do not accommodate the Passenger's travel needs, and:

a. if the Passenger is no longer at the point of Origin indicated on the original Ticket and the travel no longer serves a purpose because of the delay, the Carrier will refund the Ticket and provide to the Passenger, free of charge, a confirmed Booking for a flight to the point of Origin that accommodates the Passenger's travel needs; or

b. in all other cases, the Carrier will refund the unused portion of the Ticket.

(6) To the extent possible, any Alternate Travel Arrangements will provide services that are comparable to those of the original Ticket. If the Alternate Travel Arrangements provide:

a. for a higher class of service than the original Ticket, the Carrier will not request supplementary payment to a Passenger who desires such arrangements; or

b. for a lower class of service than the original Ticket, the Carrier will refund the difference in the cost of the applicable portion of the Ticket.

(7) The Carrier will provide Passengers compensation in accordance with the APPR. In order to receive any applicable compensation, the Passenger must file a request for compensation with the Carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.

(8) If a Passenger is informed 14 days or less before the departure time on their original Ticket that: (a) the arrival of their flight at the Destination that is indicated on that original Ticket will be delayed, or (b) the flight is cancelled, and:

a. the Passenger has been refunded in accordance with paragraph (5)b above, the Carrier will provide the Passenger compensation of $400; or

b. the Passenger has not been refunded in accordance with paragraph (5)b above, the Carrier will provide the Passenger compensation of:

i. $400, if the arrival of the Passenger's flight at the Destination indicated on the original Ticket is delayed by 3 hours or more, but less than 6 hours;

ii. $700, if the arrival of the Passenger's flight at the Destination indicated on the original Ticket is delayed by 6 hours or more, but less than 9 hours; or

iii. $1000, if the arrival of the Passenger's flight at the Destination indicated on the original Ticket is delayed by 9 hours or more.

(F) Tarmac Delays Obligations

(1) Standards of Treatment

If a flight is delayed on the tarmac after the doors of the aircraft are closed for takeoff or after the flight has landed, the Carrier will provide Passengers with the following, free of charge:

a. access to those lavatories in working order;

b. proper ventilation and cooling or heating of the aircraft;

c. communication with people outside of the aircraft, when and where possible; and

d. food and drink, in reasonable quantities, taking into account the length of delay and expected time of takeoff, the time of day and the location of the airport.

(2) Passenger Disembarkation

If a flight is delayed on the tarmac at an airport in Canada, the Carrier will provide an opportunity for Passengers to disembark 3 hours after the aircraft doors have been closed for takeoff, and 3 hours after the flight has landed, or at any earlier time if it is feasible. However, the Carrier is not required to provide an opportunity for Passengers to disembark if it is likely that takeoff will occur less than 3 hours and 45 minutes after the doors of the aircraft are closed for takeoff, or after the flight has landed and the Carrier is able to continue to provide the standard of treatment referred to in paragraph (1) immediately above. Should a disembarkation be required, the Carrier will, if feasible, provide Passengers with Disabilities and their Support Person, Service Dog or Emotional Support Dog, if any, the opportunity to disembark first. This section does not apply if providing an opportunity for Passengers to disembark is not feasible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

(G) Diversions

Should a flight be diverted to an alternate airport, the Carrier will proceed to the original intended Destination once the situation has been resolved and the flight has been authorized to proceed. In some cases, alternates outside of Canada are selected. In these instances, the laws of these countries may supersede those of Canada. The Carrier accepts no liability for Passengers who may be detained except for a refund of any unused portion of the Ticket.

(H) Missed Connections

The Carrier assumes no liability for missed connections that are not on the Carrier provided Itinerary of the Passenger.

RULE 21 – DENIAL OF BOARDING

(A) Applicability

(1) This rule applies to all Passengers experiencing a Denial of Boarding, provided the Passenger is present at the Boarding Area at the required time as per Rule 12(B). No compensation will be provided if the Passenger fails to present themselves by the time periods specified in that Rule.

(2) Passengers involuntarily removed from an aircraft after boarding shall be treated in accordance with Rule 24.

(B) Communication of Information

In the event of a Denial of Boarding, the Carrier will provide affected Passengers information in accordance with Rule 22.

(C) Carrier Obligations – Denial of Boarding in Situations outside the Carrier's control

(1) In the event of Denial of Boarding due to a Situation outside the Carrier's control, the Carrier will provide to the Passenger, free of charge, the Alternate Travel Arrangements set forth in Rule 20(C)(3), subject to Rule 20(C)(4).

(D) Carrier Obligations – Denial of Boarding in Situations within the Carrier's control but required for safety reasons, and Situations within the Carrier's control but not required for safety reasons

(1) Unless otherwise specified, this section applies in the event of Denial of Boarding due to situations within the Carrier's control, and either required or not required for safety reasons.

(2) Request for Volunteers

a. Prior to any Denial of Boarding, the Carrier will request volunteers from among confirmed passengers to relinquish their seats in exchange for compensation, the amount and form of which will be at the Carrier's

discretion and confirmed in writing by the Carrier prior to the volunteering Passenger's departure from the airport.

b. Once a Passenger has voluntarily relinquished their seat, they will not later be involuntarily denied boarding unless they were advised at the time they volunteered of such possibility and the amount of compensation to which they would be entitled.

c. The request for volunteers and the selection of Passengers to be denied boarding shall be in a manner solely determined by Carrier.

d. In the event there are not enough volunteers, the Carrier will give priority for boarding to passengers in the following order:

i. passengers with a Disability and their Support Person, Service Dog, or Emotional Support Dog, if any;

ii. passengers who are travelling with family members;

iii. passengers who were previously denied boarding on the same Ticket;

iv. passengers for whom, in the Carrier's sole discretion, failure to board would cause severe hardship; and

v. passengers based on the time when they presented themselves for check-in without advance seat assignment.

(3) Alternate Travel Arrangements and refunds

a. In the event of Denial of Boarding under this section, the Carrier will provide to the Passenger, free of charge, the Alternate Travel Arrangements set forth in Rule 20(E)(4), subject to Rule 20(E)(5) and Rule 20(E)(6). Prior to the Passenger boarding the flight reserved as part of an Alternate Travel Arrangement, the Carrier will provide the Passenger, free of charge, the treatment set forth in Rule 20(E)(3) subject to the limitations set forth therein.

(4) Compensation in the event of Denial of Boarding due to a situation within the Carrier's control but not required for safety reasons

a. The Carrier will provide Passengers compensation as soon as it is operationally feasible, but not later than 48 hours after the time of the Denial of Boarding in accordance with the APPR.

b. The Carrier will provide the following compensation based on the expected arrival time of the alternative travel arrangement provided to the Passenger:

i. $900, if the arrival of the Passenger's flight at the Destination indicated on the original Ticket is delayed by less than six hours;

ii. $1,800, if the arrival of the passenger's flight at the Destination indicated on the original Ticket is delayed by six hours or more, but less than nine hours; and

iii. $2,400, if the arrival of the passenger's flight at the Destination that is indicated on the original Ticket is delayed by nine hours or more.

c. If it is not possible to provide the above compensation before the boarding time of the flight reserved as part of Alternate Travel Arrangements, the Carrier will provide the Passenger with a written confirmation of the amount of compensation owed.

d. If the Passenger arrives at the Destination indicated on their original Ticket after the time it was expected to arrive when the above compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with paragraph b. above, the Carrier will adjust the amount of the compensation accordingly.

RULE 22 – COMMUNICATION OF INFORMATION: DELAYS, CANCELLATIONS OR DENIAL OF BOARDING

(1) In the event of a delay, cancellation or denial of boarding, the Carrier will provide the following information to affected Passengers by audible announcements, and upon request, by means of visible announcements:

a. the reason for the delay, cancellation, or denial of boarding;

b. the compensation to which the Passenger may be entitled for the inconvenience;

c. the standard of treatment for Passengers, if any; and

d. the recourse available against the Carrier, including their recourse to the CTA.

(2) In the case of a delay, the Carrier will communicate status updates every 30 minutes until a new departure time for the flight is set or Alternate Travel Arrangements have been made for the affected Passenger.

(3) The Carrier will communicate new information to Passengers as soon as feasible.

(4) The information referred to in subsection (1) above will be provided to Passengers using an available communication method that a Passenger previously indicated to the Carrier that they prefer, including a method that is compatible with adaptive technologies intended to assist Persons with Disabilities.

RULE 23 – REFUNDS

(A) General

(1) As set forth in Rule 3(5), all fares and fees, including optional service (which include: travelFLEX fees, seat selection fees, Baggage fees, and priority boarding fees; but exclude: group booking fees or Call Centre fees which are each fully non-refundable) are non-cash refundable, unless expressly otherwise indicated in limited circumstances within this Tariff.

(2) Cancellations initiated by the Passenger may result in a Voucher and/or a full refund, depending on the circumstances, as more particularly detailed within Rule 9.

(3) If a Passenger is entitled to a monetary refund, the Carrier will:

a. refund the equal to the full amount of fare and charges, whenever possible, unless a partial refund is specified in this Tariff (including in the event of partial completion of itineraries specified within Rule 20);

b. remit payment in the currency used to issue the Ticket and in the country where the Ticket was purchased to the original payment method or account. If the original payment currency, method or account is no longer available, the Carrier will refund to an alternative payment method in the payor's name.

c. the Carrier will provide a refund within 30 days after the day on which the Carrier became obligated to provide the refund.

(4) All eligible refunds payable pursuant to Rule 20 will be paid to the person who purchased the Ticket or additional service and will be paid using the method used for the original payment, unless:

a. the person has been informed in writing of the monetary value of the original Ticket or additional service and the availability of a refund by the method used for the original payment;

b. the refund is offered in another form that does not expire; and

c. the person confirms, in writing, that they have been informed of their right to receive the refund by the method used for the original payment and have chosen to receive the refund in another form.

(5) The Carrier will refund the cost of any additional services purchased in connection with the Passenger's original Ticket if the Passenger is provided with Alternate Travel Arrangements, if the Passenger:

a. did not receive those services; or

b. paid for those services a second time.

(B) Method of Refund

In any instance where refunds are appropriate, the Carrier will process requests in a timely manner to the person who purchased the Booking and refund to the original form of payment. If the original payment method or account is no longer available, the Carrier will refund to an alternative payment method in the payor's name.

If the Booking was made through a Travel Agent, the Travel Agent will be responsible for passing on any refund to the payor. The Carrier will not be responsible for any fees the Travel Agent may apply for processing the refund.

RULE 24 – REFUSAL TO TRANSPORT

(A) Applicability

(1) A Refusal to Transport a passenger only occurs in situations when the Carrier operates a flight on which the Passenger had a confirmed Booking, but the Passenger is not permitted to check-in or board an aircraft due to any reasons specified in the paragraphs below. Refusal to Transport can occur at the start of any journey or while the Passenger is *en route* to their Destination.

(2) A Refusal to Transport will result in an invalidated Ticket in accordance with Rule 8(B), and the Passenger's recourse in the event of a Refusal to Transport is limited to that specified in Rule 25(C).

(3) Flight delay, flight cancellation and Denial of Boarding do not constitute a situation of Refusal to Transport.

(B) Refusal to Transport – Removal of Passenger

(1) The Carrier will refuse to transport, or will remove any Passenger at any point, for any of the following reasons:

a. Government requests and regulations and Force Majeure

Whenever it is necessary or advisable, in the Carrier's sole and absolute discretion, to:

i. comply with any government regulation;

ii. comply with any government request for emergency transportation; or,

iii. address Force Majeure.

b. Search of Passenger and Property

When the Passenger refuses to permit a search of their person or property (including Baggage) for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).

c. Proof of Identity/Age

When the Passenger refuses a request to produce government-issued identification to demonstrate proof of identity.

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

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

d. Failure to Comply with Carrier's Rules and Regulations

When the Passenger fails or refuses to comply with rules and regulations of the Carrier as stated in this Tariff, including engaging in prohibited conduct detailed in Rule 25.

e. Passenger's Condition

i. When the Passenger's actions or inactions prove to the Carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment *en route* unless:

A. the Passenger is accompanied by a Support Person who will be responsible for assisting with the passenger's needs *en route* such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the Carrier; and,

B. the passenger complies with requirements of Rule 17.

Exception: The Carrier will accept the determination made by or on behalf of a Person with a Disability as to self-reliance, except where accepting the person could jeopardize security, public health or public safety as per Rule 17(B).

NOTE: If the Passenger is accompanied by a Support Person and the Passenger is refused transport, then the Support Person will also be refused transport and the two will be removed from the aircraft together.

ii. When the Passenger has a contagious disease.

iii. When the Passenger has an offensive odour.

f. Medical Clearance

When the Carrier determines, in good faith and using its reasonable discretion, that a Passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn Children) or property, the Carrier can require the passenger to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the Passenger's acceptance for subsequent travel. The Carrier may refuse transportation to the person posing such hazard or risk.

NOTE: Pregnant passengers:

i. An expectant mother with a complication-free pregnancy can travel on the Carrier's flights up to the 32nd week of pregnancy or up to four weeks before the expected due date without a medical certificate.

ii. An expectant mother who is in or beyond the 32nd week of pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found them to be physically fit for travel by air and the certificate must state the estimated date of birth.

g. **Failure to Provide a Suitable Escort**

A Passenger will be refused transport if the Passenger requires an escort due to a mental health condition and is under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the Carrier in advance of the departure of the flight.

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

i. A medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.

ii. A request for carriage is made at least 48 hours before scheduled departure.

iii. Acceptance is for on-Carrier travel only. The applicable terms and conditions of other carriers will apply in the event of subsequent travel on another carrier. The escort must always accompany the escorted Passenger.

iv. The Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

RULE 25 – PASSENGER'S CONDUCT – PROHIBITED CONDUCT AND SANCTIONS

(A) Prohibited Conduct

The following constitutes prohibited conduct where it may be necessary, in the sole and absolute discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other Passengers (in the future and present) and/or the Carrier's employees; the safety of the aircraft; the unhindered performance of the Crew Members in their duty on board the aircraft; or safe and adequate flight operations:

(1) The Passenger, in the judgement of a responsible employee of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care).

(2) The Passenger's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the judgement of a responsible employee of the Carrier, there is a possibility that the Passenger would cause disruption or serious impairment to the physical comfort or safety of other Passengers or Carrier's employees, interfere with a Crew Member in the performance of their duties, or otherwise jeopardize safe and adequate flight operations.

(3) The Passenger's conduct involves any hazard or risk to themself or other persons (including travel involving pregnant Passengers or unborn Children), or to property.

(4) The Passenger fails to observe the instructions of an aircraft Crew Member, including instructions to stop any prohibited conduct.

(5) The Passenger is unable or unwilling to sit in their assigned seat with the seatbelt fastened.

(6) The Passenger smokes or attempts to smoke, eat, drink, chew or spit tobacco, cannabis or cannabis products, or uses or attempts to use an electronic cigarette ("vaping").

(7) The Passenger uses or continues to use a cellular phone, a laptop computer or electronic device on board the aircraft after being advised to stop such use by a Crew Member.

(8) The Passenger is barefoot.

(9) The Passenger is inappropriately dressed.

(10) The Passenger has a prohibited article or concealed or unconcealed weapon(s). However, the Carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.

(11) The Passenger has resisted or may reasonably be believed to be capable of resisting escorts. While on board the aircraft, the Passenger is filming, photographing, or recording by any other electronic means images of passengers and/or Crew Member without the express consent of the person(s) being filmed, photographed or recorded, or continues to film, photograph or record the image of

other passengers and/or Crew Member after being advised to stop such action by a Crew Member.

(B) Carrier Response to Prohibited Conduct

Where, in the exercise of its sole and absolute 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 of the Passenger at any point.

(2) Probation: At any time, the Carrier may stipulate that the Passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to the Passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the Passenger continues to avoid prohibited conduct.

(3) Refusal to Transport the Passenger: The length of this Refusal to Transport may range from a one-time refusal to a longer period determined, at the reasonable discretion of the Carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the Carrier is satisfied that the Passenger no longer constitutes a threat to the safety of other Passengers, Crew Member or the aircraft, or to the comfort of other Passengers or Crew Members; the unhindered performance of the Crew Members in their duty on board the aircraft; or safe and adequate flight operations.

(4) The following conduct will automatically result in a Refusal to Transport, up to a possible lifetime ban:

a. The person continues to interfere with the performance of a Crew Member's duties despite verbal warnings by a Crew Member to stop such behaviour.

b. The person injures a Crew Member or another Passenger, or subjects a Crew Member or another Passenger to a credible threat of injury.

c. The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.

d. The person repeats a prohibited conduct after receiving a notice of probation as mentioned in paragraph (2) above.

(5) Passenger(s) who engage in any prohibited conduct described in this Tariff shall be liable to the Carrier for any and all claims, damages, losses, fines, penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and legal costs on a full indemnity (solicitor-client) basis), which in any way arises out of or results from the conduct, including but not limited to delay, injury to or death of any person, damage or destruction of any property, real or personal, and liability or obligations under or with respect to any violation of law or regulation, all of which are without prejudice

to the Carrier's other rights and recourses, including the filing of criminal or statutory charges.

(C) Recourse of the Passenger / Limitation of Liability

(1) A Refusal to Transport or removal of a Passenger *en route* shall be deemed a fundamental breach of the Contract of Carriage, and the Carrier shall be entitled to retain the Passenger's unused fares or fees as liquidated damages (and not as a penalty) in addition to and without deducting from any of the Passenger's liabilities set out in Rule 25(B)(B)(5) above. The Passenger shall not be entitled to any refund of fares or fees paid in such event.

Notwithstanding the foregoing paragraph, the affected Passenger will be entitled to all other additional rights they may have under this Tariff or under applicable law.

(2) A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why they believe they no longer pose a threat to the Carrier and the safety or comfort of its Passengers or Crew Members, or to the safety of the aircraft. Such document may be sent to the address provided in the Refusal to Carry notice or the Notice of Probation.

(3) The Carrier will respond to the affected Passenger within a reasonable period of time, providing Carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

PART IV – AFTER TRAVEL

RULE 26 – LIMITATIONS OF LIABILITY

(A) Death or Bodily Injury of a Passenger

(1) The Carrier is not liable for any death or bodily injury to any Passenger unless such death or bodily injury is caused by the negligence of the Carrier.

(2) The liability of the Carrier in respect of the death of, or injury to, a Passenger is limited to the sum of $100,000 CAD, and in no event shall the Carrier's liability exceed the actual loss suffered by the Passenger.

(3) All claims are subject to proof of amount of loss.

(4) The Carrier is not liable:

a. in the case of any Passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that Passenger that would not have been sustained but for their age or mental or physical condition; or

b. in the case of a pregnant Passenger, for any damages in respect of the unborn Child of that Passenger.

(B) Destruction or Loss of, or Damage to, or Delay of Baggage

(1) The Carrier is not liable for any damages sustained, or expenses incurred, in the event of any delay in retrieving Checked Baggage or Unchecked Baggage, which delay is less than 21 days from the originally scheduled arrival of such item.

(2) The Carrier is liable for damages sustained in the case of destruction or loss of Checked Baggage or Unchecked Baggage as set out in the following:

a. The liability of the Carrier is limited to:

i. the CAD equivalent of 1,288SDR, including incidental expenses; plus

ii. refund of any Baggage fees paid,

for each Passenger in the case of destruction, loss or damage of Baggage, whether Checked or Unchecked and such liability shall be further limited to the actual costs of the destroyed, lost or damaged Baggage. In the case of lost Baggage, liability shall only accrue if the Baggage has not been retrieved by the Carrier within 21 days of the originally scheduled arrival of such item.

b. The Passenger must provide proof of loss to the Carrier for any claim(s) made for destruction, loss or damage of Baggage.

c. If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom they derive their rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

d. The Carrier shall have no liability in the case of destruction, loss or damage of Baggage, whether Checked or Unchecked, unless the Passenger has complied with the terms of this Tariff in paying all applicable Baggage fees due and payable pursuant to the Contract of Carriage.

(3) Unless the Passenger proves otherwise:

a. all Baggage checked by a Passenger shall be considered to be the property of that Passenger;

b. a particular piece of Baggage, Checked or Unchecked, shall not be considered to be the property of more than one Passenger; and

c. Unchecked Baggage, including Personal Items, shall be considered to be the property of the Passenger in possession of the Baggage at the time of embarkation.

d. Unchecked and Checked Baggage will be deemed to have been delivered by the Carrier to Passenger without destruction, loss or damage thereof, unless the Passenger notifies the Carrier in accordance with Rule 26(B).

(4) Notwithstanding the foregoing, in the event that the Carrier accepts carriage of Baggage beyond the Check-in Deadline, whether or not such acceptance is subject to applicable fees, the Carrier shall not be liable for any loss of such Baggage which results either in whole or in part from the Passenger's failure to comply with the Check-in Deadline.

(C) Service Dogs

Should injury or death of a Service Dog result from the fault or negligence of the Carrier, the Carrier will undertake to provide, expeditiously and at its own expense, medical care for or replacement of the Service Dog.

NOTE: This provision is not applicable to a Person with a Disability's Assistive Device.

(D) Additional Limitations of Liability

(1) The Carrier is not liable for destruction, loss or damage of Unchecked Baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the Passenger by the Carrier or their agents in loading, unloading or transferring Unchecked Baggage shall be considered as complimentary service to the Passenger. The Carrier is not liable for damage to such Unchecked Baggage incurred during, or as a result of, this service, unless such damage is caused by the negligence of the Carrier or their agents.

(2) The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, Checked Baggage only if the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that damage resulted from any inherent defect, quality or vice of the Baggage.

(3) The Carrier is not liable for damage to the Passenger's Baggage caused by contents of the Passenger's Baggage. Any Passenger whose property causes damage to another Passenger's Baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.

(4) When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, or the contents of any Baggage are not securely packed, the Carrier shall not be liable for spoilage resulting from any delay in delivery of any perishable items, nor for the damage to, or damage caused by, any articles which are unsuitably packed.

(5) The Carrier does not assume liability for claims of missing or damaged articles if a Passenger’s Checked Baggage is not damaged or lost.

(6) The Carrier may refuse to accept any articles as more particularly detailed in Rule 14, but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the Baggage and the Carrier's limit of liability.

(7) Liability of the Carrier for damage will be limited to events on its own course of carriage, except in the case of Checked Baggage, with respect to successive carriage, in which case, the Passenger also has a right of action against the first or last Carrier involved in the transportation.

(8) In the case of Unchecked Baggage, the Carrier is liable only to the extent that the damage resulted from its fault or that of its servants or agents.

(9) The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the Passenger to comply with same or out of any cause beyond the Carrier's control.

(10) Purchase of a Reservation does not guarantee transportation. The Carrier shall in no event be liable for direct, indirect, special, or consequential damages resulting from the performance, or delay in performance of, or failure to perform, transportation of Customer and/or Passenger and other services whether or not the Carrier has knowledge that such damages might be incurred.

(11) Any exclusion or limitation of liability of the Carrier under this Tariff or under the Passenger's Ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the Contract of Carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the Contract of Carriage.

(12) The owner of a Service Dog, Emotional Support Dog or pet will be responsible for compliance with all vaccination certificates when required. The Carrier will not be liable for loss or expense government regulations and restrictions including providing valid health and rabies due to the Passenger's failure to comply with this provision and the Carrier will not be responsible if any pet is refused transportation.

(13) Except as otherwise provided for under Rule 15(H), and notwithstanding the limitations of liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of Mobility Aids, when such items have been accepted as Checked Baggage or otherwise. If a Mobility Aid of a Passenger travelling with the aid is damaged, destroyed or lost, or is not made available to the person at their time of arrival at their Destination, the Carrier will without delay and at the Carrier's own expense:

a. provide the person with a temporary replacement Mobility Aid that meets their needs in relation to their mobility and that they are permitted to use until their Mobility Aid is returned to them or is repaired or replaced or until they are reimbursed by the Carrier for the loss of the Mobility Aid;

b. reimburse the person for any expenses they have incurred because the Mobility Aid was damaged, destroyed or lost or because it was not made available to them at the time of their arrival at their Destination;

c. in the case of a damaged Mobility Aid, arrange for the repair of the Mobility Aid and promptly return it to the person or, in the case of a damaged Mobility Aid that cannot be adequately repaired:

i. replace the damaged Mobility Aid with the same model of Mobility Aid or, if the same model is not available, a model that has equivalent features and qualities as the damaged Mobility Aid and that meets the person's needs in relation to their mobility, or

ii. reimburse the person for the full replacement cost of the Mobility Aid; and

d. in the case of a destroyed Mobility Aid that is not made available to the person at the time of their arrival at their Destination and that is not returned to them within 96 hours after that arrival,

i. replace the destroyed or lost Mobility Aid with the same model of Mobility Aid or, if the same model is not available, a model that has equivalent features and qualities as the destroyed or lost Mobility Aid and that meets the person's needs in relation to their mobility, or

ii. reimburse the person for the full replacement cost of the Mobility Aid.

e. the Carrier will immediately provide a suitable temporary replacement without charge;

f. if a damaged aid can be repaired, in addition to paragraph a. above, the Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the Passenger as soon as possible; and

g. if a damaged aid cannot be repaired, or is lost and cannot be located within 96 hours following the Passenger's arrival, the Carrier will in addition to paragraph a. above, replace it with an identical aid satisfactory to the Passenger, or reimburse the Passenger for the replacement cost of the aid.

(E) Time Limitations on Claims and Actions

(1) Instructions for Affected Passengers of delayed or lost Baggage:

a. Passengers should submit a Report to the Carrier as soon as possible, and in any event no later than 48 hours, from the originally scheduled arrival of any delayed Baggage. A Passenger submitting a Report must include descriptions of the Baggage and its contents in the form provided by the Carrier.

b. Submitting a Report to the Carrier within 48 hours of the originally scheduled arrival of any Baggage is mandatory for Passengers seeking reimbursement of incidental expenses due to delayed Baggage, which reimbursement shall:

i. only be paid if the Baggage is deemed lost if not received within 21 days of the originally scheduled arrival of such Baggage; and

ii. be deducted from the maximum compensation payable for lost baggage outlined in Rule 26(B)(B)(2) above.

The Carrier will not reimburse any incidental expenses due to Baggage loss or delay if a Report is not submitted within 48 hours of the originally scheduled arrival of any Baggage.

c. Should any delayed Baggage not be retrieved within 21 days of the originally scheduled arrival of such Baggage, and the Baggage is deemed lost, Passengers must submit a Claim to the Carrier within 30 days of the originally scheduled arrival of such Baggage, in the form provided by the Carrier.

(2) Instructions for Affected Passengers of damaged or destroyed Baggage:

a. Passengers should submit a Report to the Carrier as soon as possible, and in any event no later than 48 hours, from receiving any damaged or destroyed Baggage. A Passenger submitting a Report must include descriptions of the Baggage and its contents in the form provided by the Carrier.

b. Submitting a Report to the Carrier within 48 hours of receipt of damaged or destroyed Baggage is mandatory for Passengers seeking reimbursement of incidental expenses due to damaged or destroyed Baggage, which reimbursement shall:

i. be deducted from the maximum compensation payable for lost baggage outlined in Rule 26(B)(B)(2) above.

The Carrier will not reimburse any incidental expenses due to Baggage damage or destruction if a Report is not submitted within 48 hours of receipt of any damaged or destroyed Baggage.

c. Passengers must submit a Claim to the Carrier within 7 days of receipt of any damaged or destroyed Baggage in order to receive compensation for damaged or destroyed Baggage, in the form provided by the Carrier.

(3) Notwithstanding Rule 2(D), any claim brought against the Carrier in a Court will be extinguished unless an action is brought within 2 years reckoned from the date of arrival at the Destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

(F) Overriding Law

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

(G) Modification and Waiver Provisions of this Tariff

No agent, servant or representative of the Carrier has the authority to alter, modify, or waive any gratuitous carriage contemplated in Rule 2(C).

All Passengers who are transported gratuitously by the Carrier will be governed by all the provisions of this rule and by all other applicable rules of this Tariff.

Appendix A - Baggage

RATES EFFECTIVE December 2, 2025

ALL FEES ARE SUBJECT TO APPLICABLE GOVERNMENT TAXES

Flight Distance to Market: Short Haul (less than 1,000km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Personal Item	Max 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in)	7 kg (15.5 lbs)	Free of charge	Free of charge	Free of charge	Free of charge
Carry-On Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$61	$77	$92	$127
10kg Checked Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$66	$82		
1st 23 Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$86	$95	$112	$150
2nd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$86	$95	$123	$158
3rd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$110	$112	$137	$171
4th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$112	$121	$137	$171
5th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$122	$137	$146	$178
Oversized Baggage	Max 292 cm (115in) in total linear dimensions	23kg (50 lbs)				$129

Overweight Baggage	Max 158 cm (62 in) in total linear dimensions	45 kg (99 lbs)				$440

Flight Distance to Market: Short Haul (less than 1,000km by great circle distance)			
Bundled Products			
Product Type	Included Items	Booking	Manage My Booking
		Up to amount in Canadian Dollars	
Basic Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag	$101	$136
Big Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag, 1 x Priority Boarding, 1 x TravelFLEX	$117	$148

Flight Distance to Market: Short Haul (under 1,000km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Pet in Cabin	Max 41 cm long x 23 cm high x 25 cm wide (soft sided case)	10kg (22 lbs)	$79	$79	$79	$99
Bicycle	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$109	$109	$129	$129
Golf Clubs	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Snowboard or Ski	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hockey Equipment	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hunting/Fishing	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129

Flight Distance to Market: Medium Haul (1,000km to 3,000km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Personal Item	Max 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in)	7 kg (15.5 lbs)	Free of charge	Free of charge	Free of charge	Free of charge
Carry-On Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$77	$86	$106	$139
10kg Checked Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$82	$91		
1st 23 Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$98	$106	$124	$158
2nd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$98	$106	$130	$163
3rd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$110	$117	$141	$174
4th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$118	$124	$141	$174
5th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$130	$137	$153	$187
Oversized Baggage	Max 292 cm (115in) in total linear dimensions	23kg (50 lbs)				$129
Overweight Baggage	Max 158 cm (62 in) in total linear dimensions	45 kg (99 lbs)				$440

Flight Distance to Market: Medium Haul (1,000km to 3,000km by great circle distance)			
Bundled Products			
Product Type	Included Items	Booking	Manage My Booking
		Up to amount in Canadian Dollars	
Basic Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag	$117	$153
Big Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag, 1 x Priority Boarding, 1 x TravelFLEX	$125	$166

Flight Distance to Market: Medium Haul (1,000km to 3,000km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Pet in Cabin	Max 41 cm long x 23 cm high x 25 cm wide (soft sided case)	10kg (22 lbs)	$79	$79	$79	$99
Bicycle	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$109	$109	$129	$129
Golf Clubs	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Snowboard or Ski	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hockey Equipment	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hunting/Fishing	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129

Flight Distance to Market: Long Haul (over 3001km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online Check in	Airport
			up to amount in CAD			
Personal Item	Max 15 cm x 33 cm x 43 cm (6 in x 13 in x 17 in)	7 kg (15.5 lbs)	Free of Charge	Free of Charge	Free of Charge	Free of Charge
Carry-On Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$77	$82	$106	$140
10kg Checked Bag	Max 23 cm x 40 cm x 55 cm (9in x 15.5 in x 21.5 in)	10 kg (22 lbs)	$82	$87		
1st 23 Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$98	$106	$123	$158
2nd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$98	$106	$129	$163
3rd 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$110	$118	$141	$176
4th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$110	$118	$141	$176
5th 23kg Checked Bag	Max 158 cm (62 in) in total linear dimensions	23 kg (50 lbs)	$110	$118	$154	$187
Oversized Baggage	Max 292 cm (115in) in total linear dimensions	23kg (50 lbs)				$129

Overweight Baggage	Max 292 cm (115in) in total linear dimensions	45 kg (99 lbs)				$440

Flight Distance to Market: Long Haul (over 3001km by great circle distance)			
Bundled Products			
Product Type	Included Items	Booking	Manage My Booking
		Up to amount in CAD	
Basic Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag	$117	$153
Big Bundle	1 x Personal Item, 1 x Carry-On Bag, 1 x 1st 23kg Checked Bag, 1 x Priority Boarding, 1 x TravelFLEX	$125	$166

Flight Distance to Market: Long Haul (over 3001km by great circle distance)						
Product Type	Dimensions	Max. Weight	Booking	Manage my Booking	Online check-in	Airport
			up to amount in Canadian Dollars			
Pet in Cabin	Max 41 cm long x 23 cm high x 25 cm wide (soft sided case)	10kg (22 lbs)	$79	$79	$79	$99
Bicycle	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$109	$109	$129	$129
Golf Clubs	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Snowboard or Ski	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hockey Equipment	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129
Hunting/Fishing	Max 292 cm (115in) in total linear dimensions	30 kg (66 lbs)	$99	$99	$129	$129

NOTES:

6. All prices are subject to applicable taxes.
7. Checked Baggage:
    i. Baggage fees may vary depending on the route but will not at any one time be higher than those reflected in the table above. The Carrier reserves the right to discount Baggage fees.
    ii. Checked Bags in excess of 45 kg (100 lbs) will not be accepted by the Carrier, and the Passenger must make alternate arrangements for transport. Overweight and oversized Baggage fees apply in addition to the applicable Checked Baggage fee.
    iii. Overweight Baggage is charged on Checked Baggage at $9 for each kg over up to a maximum of fee of $440.
    iv. Oversized or overweight “10kg Checked Bags” are subject to a “10kg Checked Bag – Upgrade Fee” (up to $79) in addition to the “10kg Checked Bag” fee.
8. Carry-on Baggage:
    i. Only one “Carry-on Bag” per passenger is permitted. Size and weight restrictions apply.
    ii. If a “Carry-on Bag” exceeds weight or size limits, the “Carry-on – Upgrade Fee” will apply (up to $69) in addition to the “Carry-on Bag” fee. The Carry-on Bag will then be checked-in at the check-in counter or gate. Subject to size and weight limits of 23kg Checked Bag.
    iii. “Carry-on - Gate” fees (up to $94) apply at the boarding gate if the Carry-on Bag is not prepaid. Subject to size and weight limits.
    iv. Checked Baggage fees apply to unpaid and oversized Carry-on Baggage.
9. An oversized “Personal Item” is considered as a “Carry-on Bag”. Quantity, size and weight limits of “Carry-on Bag” apply.
10. Payment definitions:

Payment	Definition
Online Purchase	From time of Booking up to 3 hrs prior to departure and/or prior to check- in.
Airport Check-in	Available between 3 hours to 45 minutes prior to flight departure.
At the Gate	At the boarding gate prior to boarding.

Appendix B – Advance Seat Selection

SEAT SELECTION FEE DESCRIPTION

ALL FEES ARE SUBJECT TO APPLICABLE GOVERNMENT TAXES.

Short Haul Flights (less than 1000 km)

Description	Online	At the Airport / In Flight
Seat Selection	Up to $55	Up to $65

Medium Haul Flights (1000km to 2500 km)

Description	Online	At the Airport / In Flight
Seat Selection	Up to $60	Up to $70

Long Haul Flights (over 2500 km)

Description	Online	At the Airport / In Flight
Seat Selection	Up to $65	Up to $75

NOTES:

1. The Carrier reserves the right to discount seat selection fees.
2. When seats are selected on multi-segment itineraries or a round trip, the fee will be collected for each Flight Segment.
3. Different seat fees apply subject to applicable tax – refer to table above. For flight distances, please refer to the Carrier's *Flight Distance Classification Chart* available at: https://flyflair.com/flair-tariff
4. Seat selection fees are non-refundable except in the limited cancellation situation outlined in Rule 9(C), or in the eligible refundable situations outlined in Rule 20.
5. Advance seat selection is not guaranteed, and may not be offered, or be subject to change on some flights based on operational restrictions.

Appendix C – Other Ancillary Fees & Charges

ALL FEES ARE SUBJECT TO APPLICABLE GOVERNMENT TAXES.

FEES – CALL CENTRE SERVICES

$25 per Passenger per Booking.

A service fee is charged for Bookings and changes made through the Carrier's telephone call centre.

NOTE: This fee does not apply to any Person with a Disability accessing the Carrier's telephone call centre.

FEES – RESERVATIONS

Description	Booking Fee
W1/W2 Ticket	$35 per Passenger per segment, plus 3% of the sum of the following: base fare plus ancillary fees plus $35 per Passenger per segment
Group Bookings of 10 or more persons	$15 per Passenger
All other Bookings	2.5% of total transaction value

FEES – CHANGE OF RESERVATIONS BY THE PASSENGER

(1) Passenger-initiated Booking changes (to non-W1/W2 Tickets)

Change Time Period	Change Fee (per Passenger per segment)
Changes made 3 hours to 48 hours from departure	$150
Changes made 48 hours to 168 hours from departure	$99
Changes made more than 168 hours from departure	$74

(2) Passenger-initiated Booking changes to W1/W2 Tickets

Change Time Period	Change Fee (per Passenger per segment)
Changes made 72 hours to 168 hours from departure	$150
Changes made 168 hours or more from departure	$99

FEES & VOUCHERS – CANCELLATIONS OF RESERVATIONS BY THE PASSENGER

Cancellation Time Period	Cancellation Fee (per Passenger per segment)	Voucher Provided (Full cost of fare plus fees paid, minus Cancellation Fee)
Cancellations made within 48 hours from departure	Full cost of fare plus fees paid	No
Cancellations made 48 hours to 168 hours from departure	$109	Yes
Cancellations made more than 168 hours from departure	$84	Yes

FEES – AIRPORT CHECK-IN

$34 per Passenger per Booking.

Check-in fees may vary depending on the airport and Routing but will not at any one time be higher than those above. The Carrier reserves the right to discount airport check-in fees.

FEES – PRIORITY BOARDING

Routings	Fee (per Passenger per Routing)
Vancouver to Calgary, Calgary to Vancouver, Edmonton to Kelowna, Kelowna to Edmonton	$17
Fort Lauderdale to Toronto, Toronto to Fort Lauderdale, Orlando Sanford to Kitchener, Kitchener to Orlando Sanford	$19
Vancouver to Toronto, Toronto to Vancouver, Kitchener to Calgary, Calgary to Kitchener, Edmonton to Ottawa, Ottawa to Edmonton	$20
All other Routings	$15

Appendix D – Name Changes

Type of Name Change	Description	Name Change Fee	Channel
Name Correction	Minor correction to a misspelled name up to 3 characters and a maximum of one time correction	Free	Manage My Booking, Call Centre
Legal Name Change	Name change due to legal requirements (divorce, marriage, gender etc)	Free	Call Centre
Name Change	Name changes of more than 3 characters	$125 + tax	Manage My Booking, Call Centre
Passenger Information	Correction of Date of Birth	Free	Manage My Booking, Call Centre

Waivers

Expectations or waiving the fees will be determined on a case-by-case basis by Airport Supervisor, Contact Centre Supervisor or Groups staff with permission to edit changes in AmeliaRes.

Exemptions

Any Bookings made on W1/W2 are not permitted to name changes or corrections.