DOMESTIC TARIFF

Provisions for aircraft WITH UP TO 29 PASSENGER SEATS

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

ISSUED BY
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CHECK SHEET

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

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2	Original Issue	13	Original Issue

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page **4**.

3	Original Issue	14	Original Issue
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EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA..... Canadian Transportation Agency

Cont'd..... Continued

No..... Number

$..... Dollar(s)

[R] ..... Denotes reductions

[A] ..... Denotes increases

[C] ..... Denotes changes which result in neither increases or reductions

[X] ..... Denotes cancellation

[N] ..... Denotes addition

CAD ..... Canadian

N/A..... Not Applicable

RULE 1. DEFINITIONS

In this tariff, the following words shall have meanings set out below:

"Baggage" means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight.

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

"Carrier" means Ocean Air Floatplanes Inc.

"Live Flight" means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

"Charterer" means a person, firm, corporation, association, partnership, or other legal entity who contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

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

"Ferry Flight" means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

"Goods" means anything that can be transported by air including animals.

"Origin" means the point from which a flight commences with payload to be transported.

"Passenger" means a person, other than a member of the air crew who uses the air carrier's domestic service by boarding the air carrier's aircraft pursuant to a valid contract.

"Traffic" means any passengers or goods that are transported by air.

RULE 2. APPLICATION OF TARIFF

(1) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by **Ocean Air Floatplanes Inc.**

(2) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by **Ocean Air Floatplanes Inc.**, is executed by the charterer and the carrier.

(3) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.

(4) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.

RULE 3. CURRENCY

Rates and charges are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of local banker's rates of exchange as calculated on the date of signing the air transportation contract.

RULE 4. MILEAGE DETERMINATION

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the agreed flight or flights, using the following sources in the order listed below:

(1) Direct line of statute miles according to Google Earth
(2) Aeronautical Charts, published by Nav Canada in statute miles
(3) Distances derived from GPS in statute miles

RULE 5. COMPUTATION OF CHARGES

The total price payable by the party contracting for the use of an aircraft shall be the following:

(1) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Table "B", or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table "B", provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table "B".

(2) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in Table "B", or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table "B", provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table "B", or

(3) Point to Point Rates as published in Table "A".

(4) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds $0.00

(5) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:

(a) Loading/unloading of the aircraft.

(b) Charges for goods carried outside the aircraft.

(c) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.

(d) Charges for storage.

(e) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.

(f) The actual cost of any special or accessorial services performed or provided on request.

(6) Layover charges, if any, as set forth in Table "B2", will be assessed by the carrier for holding the aircraft on request at any point on the route in excess of the free waiting time.

(7) Landing charges as per Table "B1".

(8) Taxiing charges, if any, for the time required to transport passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour shown in Table "B".

(9) Valuation charges, if any, in accordance with Rule 11 and Rule 12.

RULE 6. CONDITIONS OF CARRIAGE

(A) Acceptance of Children

(1) Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.

(2) Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his/her age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.

(3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

(B) Exemption from Liability

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

(1) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;

(2) **"Force Majeure"**, or any other causes not attributable to the wilful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of a Government or public body, on what ever grounds, to grant the carrier any clearance, licence, right or other permission necessary for the performance of the carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

(C) Medical Clearance

The carrier reserves the right to require a medical clearance from the Company Medical Authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

(D) Refusal to Transport

(1) The carrier will refuse passage to any person when:

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

(2) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier – Carriage of Persons with Disabilities – See Rule 7 (B) Acceptance of Declaration of Self-reliance.

(E) Space and Weight Limitations

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

(F) Schedules/delays

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

RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES

(A) Acceptance for Carriage

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In the event of a refusal, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage within 10 calendar days of the refusal.

(B) Acceptance of Declaration of Self-reliance

Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person with a disability that the person is self-reliant and does not require services of a personal nature during a flight, such as assistance with eating, personal hygiene, using washroom facilities or taking medication.

C) Acceptance of Mobility Aids

(1) The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:

(a) a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
(b) a walker, a cane, crutches or braces;
(c) a device to facilitate communication; and/or
(d) any prosthesis or small medical device.

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

(2) Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.

(3) Providing the aircraft can carry the aid, the carrier will:

(a) disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
(b) return the aid promptly upon arrival.

(4) Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:

(a) the boarding gate;
(b) the stairs of the aircraft; or
(c) the door of the aircraft (for aircraft accessible via a boarding system).

(D) Acceptance of Service Animals

The carrier will accept for transportation, a service animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. The carrier will permit the service animal to accompany the person with a disability on-board and to remain on the floor at the passenger's seat or, where there is insufficient floor space at the passenger's seat, to remain on the floor in an area where the person can still exercise control over the animal. The carrier will avoid separating persons with disabilities from their service animal.

(E) Accessible Seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult the person to determine which seat is the most accessible to meet specific disability-related needs.

(F) Services to be Provided

At time of reservation

When a person identifies himself/herself as a person with a disability, the carrier will:

(1) describe the type of equipment and services available to accommodate persons with disabilities;
(2) discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs; and
(3) note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight.

At the time of travel

(1) Where a request for a service is made in advance of travel, the assistance provided by the carrier will include:

(a) assistance at check-in;
(b) assistance to reach the boarding area;
(c) assistance to board and deplane;
(d) assistance with baggage;
(e) assistance to transfer to/from a mobility aid;
(f) assistance to transfer to/from a passenger seat;
(g) inquiring, from time to time after check-in, about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
(h) limited assistance with beverages and snacks – such as opening packages and identifying items;
(i) assistance to proceed to the general public area or to a representative of another carrier;
(j) any additional service to accommodate a person's disability-related needs.

(2) If the request for these services is not made in advance of travel, the carrier will make every effort to provide the service.

When boarding and deplaning

The carrier will board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

(1) restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
(2) the person agrees to be hand-carried; and
(3) this can be done safely.

(G) Liability of Carrier Respecting Mobility Aids

Where a carrier has transported a person's mobility aid, and the aid is damaged during flight or is unavailable at destination, the carrier will:

(1) provide the person with a suitable replacement aid;
(2) if the carrier cannot promptly provide a suitable replacement aid, assist the person in finding a suitable temporary replacement; and
(3) if a suitable replacement aid is not available within a reasonable amount of time, make every effort to find, with the person, an equitable resolution to the situation.

RULE 8. ACCEPTANCE OF BAGGAGE OR GOODS

(1) All baggage or goods presented for transportation is/are subject to inspection by the carrier.

(2) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate any applicable Canadian laws, regulations, or orders.

(3) If the weight, size or character of baggage or goods renders such baggage or goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:

(a) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and, provided that such firearms are disassembled or packed in a suitable

case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons.

(b) Explosives, munitions, corrosives and articles which easily ignite.

(c) (*) Pets including, dogs, cats and birds, when properly crated in leakproof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the aircraft.
(*) Not applicable to service animals.

RULE 9. REFUNDS

(1) Application for refund shall be made to the carrier or its duly authorized Agent.

(2) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

RULE 10. LIMITATION OF LIABILITY – PASSENGERS

(1) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of $300,00.00

(2) In no cases shall the carrier’s liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

(3) The carrier is not liable:

(a) In the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or

(b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

RULE 11. LIMITATION OF LIABILITY – BAGGAGE

Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage - (*) Not applicable to mobility aids - see Rule 7 (G).

(1) The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:

(a) The liability of the carrier is limited to sum of $1,800.00 for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:

(i) If it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of their employment.

(b) If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

Unless the passenger proves otherwise:

(i) All baggage checked by the passenger will be considered to be the property of that passenger.

(ii) A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.

(iii) Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.

(2) The liability of the carrier is limited to the declared value of baggage except when the passenger:

(a) has declared the value of the baggage to be an amount exceeding $1800.00 per passenger for any one or more passengers; and

(b) has paid an additional charge of $20.00 per $100.00 or fraction thereof for the excess amount.

(3) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.

(4) In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.

RULE 12. LIABILITY OF CARRIER – CARGO

(1) Subject to subsection (2) the liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of $1800.00

(2) Liability of the carrier is limited to the declared value of goods except when the passenger:

(a) has declared a value of the goods in an amount exceeding $1800, and

(b) has paid an additional charge of $20.00 per $100.00 or fraction thereof for the excess amount.

RULE 13. SUBSTITUTION OF AIRCRAFT(*)

(1) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (2) and (3).

(2) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.

(3) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

(*) Applicable when the contract entails the use of the full capacity of the aircraft in question.

RULE 14. PAYMENT REQUIREMENTS

(1) Payments for a contracted flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.

(2) Full payment prior to departure.

RULE 15. CANCELLATION CHARGES

(1) When the cancellation is made more than 72 hours prior to the planned departure, no cancellation charges shall be levied.

(2) When the cancellation is made less than 72 hours but more than 48 hours prior to the planned departure of the first flight, the carrier will retain 50% of the total air transportation contract price.

(3) When the cancellation is made less than 24 hours prior to the planned departure of the first flight, the carrier will retain 100% of the total air transportation contract price unless the flight is cancelled due to weather conditions by the carrier or at the discretion due to circumstances of the carrier.

RULE 16. TICKETS

The carrier does not issue tickets. Subject to the contract between the carrier and the charterer, prior to the flight, the charterer will provide a list of all the passengers' names to the carrier.

RULE 17. PASSENGER RE-ROUTING

The carrier is not liable to any passenger when he/she misses his/her flight. In these instances, no other flight alternative is offered by the carrier to the passenger.

RULE 18. DENIED BOARDING COMPENSATION

The carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.

TABLE "A"
RATES AND CHARGES
POINT TO POINT RATES
(In Canadian Dollars)

From: Pat Bay To: South Gulf Islands: $350.00
Pat Bay To: YVR South Terminal: $600.00
Pat Bay To: Vancouver Harbour: $800.00

Patricia Bay TO: Victoria Harbour $400.00

Point to point rates may be quoted on a round trip basis and have precedence over any other type of rates.

In addition, the carrier may indicate a minimum occupancy required by aircraft type in order to carry out a point to point service.

TABLE "B"
RATES AND CHARGES PER MILE AND PER HOUR
(In Canadian Dollars)

AIRCRAFT TYPE: C-180 (Floats)
RATE PER STATUTE MILE: $8
MIN.CHARGE PER FLIGHT: $250.00

For C-180 (Floats) – Charter Rate of $800 per hour

Note – Fuel Surcharge of $7.50 per hour of flight may be charged and a Carbon Offset charge of $6 per hour may be charged.

Above rates to be computed in accordance with Rule 4 herein.

NOTE - Above aircraft and charges are provided as examples only.

TABLE "B1"
LANDING CHARGES
(In Canadian Dollars)

AIRCRAFT TYPE	CHARGE PER LANDING
C-180	At cost as charged to carrier by specific marinas and docking facilities.

Above rates to be computed in accordance with Rule 5 herein.

NOTE - Above aircraft and charges are shown as examples only.

TABLE "B2"
LAYOVER CHARGES
(In Canadian Dollars)

AIRCRAFT TYPE	FREE WAITING TIME IN HOURS	RATE PER HOUR	MAXIMUM CHARGE PER DAY OR PART
C-180	0	$125	$800

Above rates to be computed in accordance with Rule 5 herein.

NOTE - Above aircraft and charges are provided as examples only.