

RELEVANT TARIFF EXTRACTS

Existing Tariff Rules

RULE 16 – RESPONSIBILITY FOR SCHEDULES AND OPERATIONS

- (a) The Carrier will endeavour to transport the passenger and baggage with reasonably dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- (b) The agreed 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 timetables.
- (c) Schedules are subject to change without notice. The carrier is not responsible or liable for failure to make connections or for failure to operate any flight according to schedule, or for a change to the schedule of any flight.
- (d) Without limiting the generality of the foregoing, the carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the carrier.
- (e) The Carrier is not responsible or liable for failure to make connections, or for failure to operate any flight according to schedule, or for a change to the schedule of any flight.
- (f) Without limiting the generality of the foregoing, the Carrier cannot guarantee that a passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (g) The Carrier will not provide or reimburse passengers for expenses incurred due to delays or cancellations of flights or be responsible for any special, incidental, direct or indirect, or consequential damages arising out of such delays or cancellations of flights whether or not the carrier had knowledge that such damages might be occurred.

Notwithstanding any other terms or conditions contained herein, the Carrier shall not be liable for failure in the performance of any of its obligations due to:

- i) Act of God.
- ii) War, revolution, insurrection, riot, blockade or any other unlawful act against public order or authority including an act of terrorism involving the use or release or threat thereof, of any nuclear weapon or device or chemical or biological agent.
- iii) Strike, lock-out, labour dispute, or other industrial disturbance whether involving the Carrier's employees or others upon whom the Carrier relies.

- iv) Fire, flood, explosion, storm, lightning or adverse weather conditions generally.
- v) Accidents to or failure of the aircraft or equipment used in connection therewith including, in particular, mechanical failure.
- vi) Non-availability of fuel at the airport of origin, destination or enroute stop.
- vii) Others upon whom the Carrier relies for the performance of the whole or any part of any charter contract or flight.
- viii) Government order, regulation, action or inaction.
- ix) Unless caused by its negligence, any difference in weight or quantity of cargo from shrinkage, leakage or evaporation.
- x) The nature of the cargo or any defect in the cargo or any characteristic or inherent vice therein.
- xi) Violation by a consignee or any other party claiming an interest in the cargo of any of the terms and conditions contained in this tariff or in any other applicable tariff including, but without being limited to, failure to observe any of the terms and conditions relating to cargo not acceptable for transportation or cargo acceptable only under certain conditions.
- xii) Improper or insufficient packing, securing, marking or addressing.
- xiii) Acts or omissions of warehousemen, customs or quarantine officials or other persons other than the Carrier or its agents, in gaining lawful possession of the cargo.

[...]

RELEVANT STATUTORY EXTRACTS

Air Transportation Regulations, SOR/88-58, as amended

Subsection 107(1)

Every tariff shall contain:

[...]

(l) the terms and conditions governing the tariff, generally, stated in such a way that it is clear as to how the terms and conditions apply to the tolls named in the tariff;

[...]

(n) the terms and conditions of carriage, clearly stating the air carrier's policy in respect of at least the following matters, namely,

[...]

(iii) compensation for denial of boarding as a result of overbooking,

(iv) passenger re-routing,

(v) failure to operate the service or failure to operate on schedule,

(vi) refunds for services purchased but not used, whether in whole or in part, either as a result of the client's unwillingness or inability to continue or the air carrier's inability to provide the service for any reason,

[...]

Subsection 111(1)

All tolls and terms and conditions of carriage, including free and reduced rate transportation, that are established by an air carrier shall be just and reasonable and shall, under substantially similar circumstances and conditions and with respect to all traffic of the same description, be applied equally to all that traffic.

Section 113

The Agency may

(a) suspend any tariff or portion of a tariff that appears not to conform with subsections 110(3) to (5) or section 111 or 112, or disallow any tariff or portion of a tariff that does not conform with any of those provisions; and

(b) establish and substitute another tariff or portion thereof for any tariff or portion thereof disallowed under paragraph (a).

Canada Transportation Act, S.C., 1996, c. 10, as amended

Subsection 67.2(1)

If, on complaint in writing to the Agency by any person, the Agency finds that the holder of a domestic licence has applied terms or conditions of carriage applicable to the domestic service it offers that are unreasonable or unduly discriminatory, the Agency may suspend or disallow those terms or conditions and substitute other terms or conditions in their place.