



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

**NOTE: DOMESTIC TARIFF No. 5 IS THE ONLY CURRENT AND EFFECTIVE
TARIFF ISSUED BY AIR TINDI LTD AND REPLACES THE PREVIOUS
DOMESTIC TARIFF No. 4 IN ITS ENTIRETY.**

ISSUED BY

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

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List of Effective Pages

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

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
1	5	11	5
2	5	12	5
3	5	13	5
4	5	14	5
5	5	15	5
6	5	16	5
7	5	17	5
8	5	18	5
9	5	19	5
10	5	20	5
		21	5
		22	5
		23	5

TABLE OF CONTENTS		Rule No.	Page No.
Acceptance of Baggage or Goods		8	13
Application of Tariff		2	6
Cancellation Charges		15	16
Carriage of Persons with Disabilities		7	10
	Acceptance for Carriage		10
	Acceptance of Declaration of Self-reliance		10
	Acceptance of Mobility Aids		10
	Acceptance of Service Animals		11
	Accessible Seating		11
	Services to be Provided		12
	Liability of Carrier Respecting Mobility Aids		13
List of Effective Pages		-	2
Computation of Charges		5	7
Conditions of Carriage		6	8
	Acceptance of Children		8
	Exemption from Liability		9
	Medical Clearance		9
	Refusal to Transport		9
	Space and Weight Limitations		10
	Schedules/Delays		10
Currency		3	6
Definitions		1	5
Denied Boarding Compensation		18	17
Explanation of Abbreviations, Reference Marks and Symbols		-	4
Limitation of Liability – Baggage		11	15
Limitation of Carrier – Goods		12	15
Limitation of Liability – Passengers		10	14
Mileage Determination		4	6
Passenger Re-Routing		17	17
Payment Requirements		14	16
Refunds		9	14
Substitution of Aircraft		13	16
Table of Contents		-	3
Tickets		16	17
Title Page		-	1

TABLES			
TABLE A	Point to Point Rates – Unit Toll Passenger Airfare	-	18
TABLE A1	Point to Point Rates – Unit Toll Cargo	-	19
TABLE B	Aircraft Type - Rates per Mile and per Hour	-	20
TABLE B1	Landing Charges	-	21
TABLE B2	External Load Charges	-	22

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ISSUE DATE: December 1, 2018

EFFECTIVE DATE: December 1, 2018

Domestic Tariff Revision No. 5

TABLE B3	Layover Charges	-	23
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**EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS AND SYMBOLS**

- CTA..... Canadian Transportation Agency
- Cont'd Continued
- c/o/b..... Carrying on business as
- ATL..... Air Tindi Ltd
- / And/or
- Kg..... Kilogram
- 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 **Air Tindi Ltd and/or ATL**.

"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 **Air Tindi Ltd**
- (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 **Air Tindi Ltd** 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) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited.
- (2) IATA Mileage Manual, published by the International Air Transport Association.
- (3) Distances computed by a Global Positioning System (GPS) or other computing program using Latitude and Longitude computations extracted from the Canada Flight Supplement or Airport as maintained and updated, from to time, by Nav Canada or other official co-ordinator listing the airport(s) served. In the event of any off-strip landing/take off (i.e. lakes or eskers), mileage will be computed using GPS coordinates or latitude and longitude from current aeronautical maps for the specific location(s) of the agreed to flight or flights.

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 per litre.
- (5) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed and/or the actual charge is received.
 - (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

Note: The operation of a domestic service is governed by the *Canada Transportation Act (the CTA)*, the *Air Transportation Regulations*, as amended (the *ATR*), the *Aeronautics Act* and associated regulations.

(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 flight is being operated with a Flight Attendant on-board; 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.

*** Not all Air Tindi Flights are operated with Flight Attendants on board, please confirm with the carrier when booking.*

- (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 whatever 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

Note: The following provisions reflect those contained in the Canadian Transportation Agency (the Agency) Guidelines on Services to be Provided to Persons with Disabilities Travelling on Small Aircraft which set out the Agency's expectations in terms of the minimum service that is to be provided by air carriers using small aircraft (up to 29 passengers seats). These provisions are available on the internet at: <http://www.otc-cta.gc.ca>.

(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.

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 side-arms or other similar weapons.
 - (b) Explosives, munitions, corrosives and articles which easily ignite.

- (1) (*) Subject to subsection (2), the liability of the carrier in respect of loss, or damage to, baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$1,250.00
(*) Not applicable to mobility aids - see Rule 7 (G).
- (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 \$1,250.00 per passenger for any one or more passengers; and
 - (b) has paid an additional charge of **\$2.00 per \$100.00** or fraction thereof for the excess amount, coverage of which shall not exceed \$5,000.00.
- (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.
- (5) Articles not insured are: Currency, artwork, jewelry, bullion, electronic items, cameras and loose gemstones.
- (6) The carrier shall not be liable for damage resulting from improperly packaged baggage.

RULE 12. LIABILITY OF CARRIER – GOODS

- (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 \$0.50 per Kg up to a maximum of \$500.00.
- (2) Liability of the carrier is limited to the declared value of goods up to a maximum of \$5,000.00 for all shipments, single or consolidated under one Airway-bill
 - a) Excluded goods are: Currency, artwork, jewelry and bullion, electronic items, cameras and loose gemstones.
- (3) ATL will insure the transport of fragile and perishable items, electronics and other special goods for the sum of \$10.00 per \$100.00 of the declared value.

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 for each flight is due and payable prior to departure of each flight unless the charterer has made credit arrangements with **Air Tindi Ltd**

RULE 15. CANCELLATION CHARGES

1. 25% if the flight is cancelled between 7 days and 48 hours prior to the departure of the contracted flight;
2. 50% if the flight is cancelled between 48 hours and 24 hours prior to the departure of the contracted flight;
3. 100% if the flight is cancelled less than 24 hours prior to the departure of the contracted flight;
4. These cancellation charges are not a penalty but serve as mitigated charges.

TABLE "A"
RATES AND CHARGES

POINT TO POINT RATES – Unit Toll Passenger Airfare (In Canadian Dollars)

Yellowknife To/From	Fare Type	Air Transportation Charges	Taxes	Total Fare Charges
		Air Fare	GST	One-Way
Fort Simpson (YFS)	Y (Adult)	509.52	25.48	\$535.00
	YCH (Child)	438.10	21.90	\$460.00
Lutsel K'e (YLK)	Y (Adult)	261.90	13.10	\$275.00
	YCD (Senior)/YCH (Child)	214.29	10.71	\$225.00
Gameti (YRA)	Y (Adult)	309.52	15.48	\$325.00
	YCD (Senior)/YCH (Child)	261.90	13.10	\$275.00
Wekweeti (YWE)	Y (Adult)	261.90	13.10	\$275.00
	YCD (Senior)/YCH (Child)	214.29	10.71	\$225.00
Whati (YLE)	Y (Adult)	247.62	12.38	\$260.00
	YCD (Senior)/YCH (Child)	209.52	10.48	\$220.00

- Yellowknife Airport Improvement Fee (AIF) will be added to all tickets: \$10/departing passenger from YZF to NWT destinations, \$20 to destinations outside NWT
- Double the Total One-way amount for return trip cost.
- YCH fare valid for children age 2-11 years old when accompanied by an adult.
- YCD fare is valid for seniors 60 years of age and over with identification.
- Infants under 2 years of age accompanied by an adult travel at no charge.
- Reservations for confirmed seats are accepted, space available, up to 24-hour's prior to departure.
- Ticket Change Fee: \$50 with less than 24-hour's notice prior to departure time
- Ticket Cancellation Fee: \$50
- Passengers who NO-SHOW for their flight (fail to check-in before the cut-off time 45-minutes prior to departure) will lose (forfeit) their ticket and will be required to purchase another ticket to travel.
- 50 pounds baggage allowance per ticketed passenger. Excess baggage will be accepted on a priority space available basis. Excess Baggage charges will apply. All bags must be correctly labeled with passenger's name.
- All Yellowknife flights arrive & depart from the Air Tindi Passenger Terminal located at the Yellowknife Airport.
- Always phone ahead to confirm your flight information in the event of changes.
- Passenger Check-in Time for all flights is at least 60-minutes prior to flight departure time. Passenger Check-in Cut-off time is 45 minutes prior to flight departure time. If a passenger has not checked in by the cut-off time, their seat may be re-allocated.

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. Additional fare information appears on the carrier's website at: www.airtindi.com.

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Domestic Tariff Revision No. 5

TABLE "B1"
LANDING CHARGES
(In Canadian Dollars)

AIRCRAFT TYPE	CHARGE PER LANDING
DHC6 Twin Otter - Floats	<i>On Request</i>
DHC-3T	<i>On Request</i>

- Above rates to be computed in accordance with Rule 5 herein.
- The Landing Charges listed above are applicable to seasonal landing gear configurations as appropriate. They are independent of any applicable airport landings fees (user fees) that each airport authority may impose.

NOTE – Please refer to separate tables held at the **Air Tindi Ltd** head Office.

TABLE "B2"
EXTERNAL LOAD FEES
(In Canadian Dollars)

LOAD TYPE	CHARGE PER LANDING
All	<i>On Request</i>

- Above rates to be computed in accordance with Rule 5 herein.
- Minimum external load charge: \$300.00.
- Carriage of external loads only applicable to Cessna 208 and DHC-3T aircraft in Float Plane configuration.
- Allowable dimension and weight of all external loads to be determined in accordance with the certified limitation contained in the Aircraft Flight Manual and as accepted by the Flight Crew.

