



**DOMESTIC TARIFF**

***Provisions for aircraft WITH 30 OR MORE PASSENGER SEATS***

**RULES, RATES AND CHARGES**

**APPLICABLE**

**TO**

**TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS**

**BETWEEN POINTS IN CANADA**

**NOTE: THIS CTA (A) DOMESTIC TARIFF No. 8 – 30 OR MORE PASSENGER SEATS - IS THE ONLY CURRENT AND EFFECTIVE TARIFF ISSUED BY AIR TINDI LTD AND REPLACES THE PREVIOUS DOMESTIC TARIFF No. 7– 30 OR MORE PASSENGER SEATS - IN ITS ENTIRETY.**

**ISSUED BY**

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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:

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Domestic Tariff Revision No. 8

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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

Cont'd ..... Continued

No..... Number

\$..... Dollar(s)

## 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 time 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 except on scheduled flights.
- (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.
- (3) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

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



(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 (E) 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**

**The operation of aircraft having 30 or more passengers seats is subject to the provisions set out in Part VII of the *Air Transportation Regulations* (the ATR), regarding the provisions of services to persons with disabilities. The provisions in this tariff identified with the (•) symbol refer to the regulatory provisions of the ATR. The ATR in its entirety is available on the internet at: <http://laws.justice.gc.ca/en/C-10.4/SOR-88-58/index.html>.**

(A) Definitions

**NOTE: The definition of “Ambulatory” and “Non-Ambulatory” are taken from Transport Canada’s Guideline, *Commercial Air Services (Carriage of Non-ambulatory Passengers on Large Turbo-jet Aeroplanes)*.**

- (1) **"Ambulatory"** means a person who is able to move about within an aircraft unassisted.
- (2) **"Non-Ambulatory"** means a person who is not able to move about within the aircraft unassisted.
- (3) **"Non-self-reliant"** means a person who is not self-reliant.
- (4) **"Self-reliant"** – Except for needs and assistance related to safety "self-reliant" means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication, or assistance from the carrier beyond the range of services that are required by the ATR or that is normally offered by the carrier.
- (5) **"Service animal"** means an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal

institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

(B) Acceptance of a Person with a Disability

Persons with a disability will be accepted for transportation as outlined below:

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

(\*) Except in cases where the number of such passengers travelling on a given flight exceeds the *Civil Aeronautics Directorate Transport Canada's Guideline, Commercial Air Services (Carriage of Non-ambulatory. Passengers on Large Turbo-jet Aeroplanes)*.

(C) Acceptance of Mobility Aids (•) Section 148

In addition to the regular free baggage allowance, the carrier will accept the following mobility aids as priority checked baggage without charge:

- (1) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
- (2) a manually operated folding wheelchair;
- (3) a walker, a cane, crutches or braces;
- (4) any device that assists the person to communicate better; and
- (5) any prosthesis or medical device.

Aircraft design

Where the design of the aircraft that has fewer than 60 passenger seats does not permit the carriage of a person's aid, the air carrier is not required to carry the aid. The carrier will advise the person about transportation arrangements that are available for the aid.

Manually operated wheelchair

The air carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

- (a) until the person reaches the boarding gate;
- (b) where facilities permit, while the person is moving between the terminal and the door of the aircraft;
- (c) where space and facilities permit, while the person is moving between the terminal and the passenger seat.

Where space permits, the air carrier will, without charge, permit the person to store a manually operated folding wheelchair in the passenger cabin during the flight.

Applicable to small aid referred in (C) (3), (4) and (5)

Where space and facilities permits, the air carrier will, without charge, permit the person to retain the aid in the person's custody during the flight.

(D) Acceptance of Service Animals (•) Section 149

The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.

(E) Acceptance of Declaration of Self-reliance (•) Section 154

Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person as to self-reliance. Once advised that he or she is self-reliant, the carrier shall not refuse such passenger transportation on the basis that there is a lack of a personal attendant or based on the assumption that the passenger may require attention from airline employees to assist with the passenger's needs beyond the range of services that are required by the ATR or that are normally offered by the carrier.

(F) Communication of Information

**The following material which is based on International Civil Aviation Organization (ICAO) Circular 274-AT-114, Access to Air Transport by Persons with Disabilities is incorporated as guidance material only.**

The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the cabin crew along with other special instructions. A list of the services that the carrier had undertaken to

provide at the time of reservation will also be transmitted to the personnel assisting such persons.

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made both visually and verbally to persons with disabilities who request such a service.

(G) Seating Restrictions

Persons with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit, or on the upper deck of the aircraft or, otherwise in accordance with safety rules or regulations administered by Transport Canada.

Seating assignment (•) Section 153

- When a person identifies the nature of his/her disability, before assigning a passenger seat, the carrier will inform the person as to which seats in the aircraft are the most accessible seats.
- Accessible passenger seats are the last seats to be assigned to passengers without disabilities.

**The following material which is based on International Civil Aviation Organization (ICAO) Circular 274-AT-114, Access to Air Transport by Persons with Disabilities is incorporated as guidance material only.**

Once the identification of the most accessible seat is completed, prior to proceed with the seat assignment, the carrier will enter into a dialogue with the person to determine if the designated seat meets his/her needs.

(H) Assistance to be Provided (•) Sections 147, 148 and 150

- (1) If requested at least 48 hours before the scheduled time of departure of the person's flight, the carrier will provide the following assistance:
  - (a) registration at the check-in counter;
  - (b) proceeding to the boarding area;
  - (c) boarding and deplaning;
  - (d) stowing and retrieving the person's carry-on baggage;
  - (e) retrieving the person's checked baggage;
  - (f) transferring the person:

- (i) between: the person's own wheelchair, scooter or other mobility aid  
and: a wheelchair, boarding chair or other mobility aid provided by the carrier.
  - (ii) between: a wheelchair, boarding chair or other mobility aid  
and: the person's passenger seat.
  - (g) assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available;
  - (h) serving special meals, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions;
  - (i) inquiring periodically about the person's needs when persons in wheelchairs who are not independently mobile are awaiting a flight after check-in, when in transit between flights and during the flight;
  - (j) assembling and disassembling of mobility aids; and
  - (k) proceeding to the general public area or to a representative of another carrier.
- (2) If the request for these services is not made within 48 hours of the designated departure time, the carrier will make a reasonable effort to provide the services.

Pre-boarding (•) Section 147(3)

When a request is made by a person for boarding or seating or stowing carry-on baggage, the carrier may require the person to board the aircraft in advance.

**The following material which is based on International Civil Aviation Organization (ICAO) Circular 274-AT-114, Access to Air Transport by Persons with Disabilities is incorporated as guidance material only.**

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers).

Written confirmation (•) Section 152 (b)

The carrier is to provide a written confirmation to the person of the services to be provided.

(I) Liability of Carrier Respecting Mobility Aids

The liability of carrier for substantiated 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 is to be based on the cost of the repair or replacement value of the mobility aid.

(•) Section 155

In the event that a mobility aid is lost or damaged:

- (1) the air carrier will immediately provide a suitable temporary replacement without charge;
- (2) if a damaged aid can be repaired, in addition to (1) above, the air 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;
- (3) 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 (1) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

**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.
  - (c) (\*) Pets including, dogs, cats and birds, when properly crated in leak-proof 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.

- (d) Pets may be accepted for carriage as cargo provided the carrier receives 24 hours' notice.

*(\*) 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 \$50,000.00
- (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**

- (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 b) 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.
- a) 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.
    - i. Excluded goods are: Currency, artwork, jewelry and bullion, electronic items, cameras and loose gemstones.
  - b) 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.

## **RULE 16. TICKETS**

### **a) Charter flights**

**Air Tindi Ltd** 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;

### **b) Scheduled flights**

**Air Tindi Ltd** does issue tickets on scheduled flights which contain all terms and conditions of carriage or an extract thereof similar in substance to the conditions named herein. Any difference in terms or interpretation shall be governed by the conditions and terms declared in this Tariff.

## **RULE 17. PASSENGER RE-ROUTING**

**Air Tindi Ltd** 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. PASSENGER PROTECTION REGULATIONS**

If you are denied boarding, your flight is cancelled or delayed for at least two hours, or your baggage is lost or damaged, you may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website.

### **A. Categories of flight disruptions**

- i) Uncontrollable Disruption  
(*Situations outside the carriers control*)
- ii) Controllable Disruption but required for Safety  
(*Within the carriers control but required for passenger safety*)
- iii) Controllable Disruption  
(*Within the carrier's control, due to operational requirement*)

The category of flight disruption directly defines the rights and entitlements you may be granted as outlined by the Air Passenger Protection Regulations. Further detail of the categories of flight disruptions as defined by the Canadian Transportation Agency can be found in the Air Passenger Protection Regulations (SOR /2019-150).

## **B. Disruptions Due to Delay or Cancellation**

At Air Tindi Ltd. we work hard to fulfill your travel arrangements as scheduled, sometimes events beyond our control or unforeseen situations may lead to delays, cancellations. When faced with a travel disruption, we will do our very best to minimize any inconvenience.

## **C. Standards of Treatment**

A flight disruption which is considered within the carriers control or within the carrier's control, but due to safety may be entitled to standards of treatment.

If a passenger is informed of a flight delay or cancellation less than 12 hours before the scheduled departure time and/or the flight is delayed two hours or more from the scheduled departure time the following standards of treatment will be offered:

### **i) Food and Drink**

The carrier will provide food and drink in reasonable quantities which will be determined by the time of day and length of disruption. Food and drink may be limited in remote communities due to availability.

### **ii) Access to Communication**

Use of the phone or public access to WIFI will be provided upon request.

### **iii) Accommodation**

Overnight accommodation and transportation to and from that accommodation will be provided if the passenger is required to wait overnight for their original flight, or if required to overnight for alternate travel arrangements. The carrier is not required to provide accommodation for passengers at the first airport of departure listed on their ticket.

## **D. Compensation**

Passengers who face a delay or cancellation due to a controllable disruption may be entitled to compensation. The category of flight disruption along with the length of arrival delay determine the compensation that may be payable. Air Tindi will not provide compensation or reimbursement for any additional expenses incurred as a result of any category of flight disruption listed herein. If entitled to compensation the monetary value is determined by the delay in

arrival to your destination compared to the originally scheduled arrival time outlined on your ticket.

Arrival Delay Length	Monetary Compensation (CAD)
0 to 3 hours	\$0.00 CAD
3 to 6 hours	\$125.00 CAD
6 to 9 hours	\$250.00 CAD
> 9 hours	\$500.00 CAD

To receive the minimum compensation for delays and cancellations or receive a refund for an unused portion of your reservation due a flight disruption, you must file a request with Air Tindi before the first anniversary of the day of the occurrence. Air Tindi will provide compensation within 30 days of receiving the request or provide an explanation of why it isn't payable.

## **E. Denied Boarding**

Air Tindi does not overbook flights. Although we do not overbook our flights there may be rare situations when an unforeseen overbooking may occur. In the unlikely event we need to deny boarding due to a factor within our control (unless due to safety), the effected passenger(s) may be entitled to compensation and standards of treatment.

### **i) Applicability**

Below is a non-exhaustive list of circumstances in which Air Tindi Ltd. will not provide compensation to those denied boarding:

- Health, safety or security reasons;
- Failing to follow carrier rules or instructions;
- A passenger fails to possess the appropriate travel documents; or
- A passenger fails to respect check-in and departure gate cut-off time limits

### **ii) Request for Volunteers**

Prior to denying boarding, Air Tindi will seek volunteer(s) to willingly travel on the next available flight. At this time we will also announce the benefit the passenger(s) will be entitled to if they were to voluntarily relinquish their seat. We will continue this process until we have obtained enough volunteers before proceeding to involuntarily deny boarding if necessary. Once a passenger has voluntarily relinquished their seat, they will not be denied boarding on their rescheduled flight.

iii) Priority Boarding

In the event there are no volunteers Air Tindi will deny boarding, giving priority to the following passengers:

- Unaccompanied minors
- Passenger(s) with disabilities
- Service Animals
- Passenger(s) who are traveling with family members
- Passenger(s) who were previously denied boarding on the same ticket

iv) Transportation after Denied Boarding

Passengers who voluntarily or involuntarily are denied boarding will be given the following options:

- Transportation on the next available flight; or
- Refund of any unused portion of their reservation without penalty.

v) Compensation for Involuntary Denial of Boarding within our control - not required for safety.

Passenger(s) who hold a confirmed reservation, have fully complied with conditions of carriage and have met all requirements for acceptance of transportation outlined herein may be entitled to the following compensation if involuntarily denied boarding.

<b>Arrival Delay Length</b>	<b>Monetary Compensation (CAD)</b>
Less than 6 hours	\$900.00 CAD
Over 6 hours but less than 9	\$1,800.00 CAD
9 hours or more	\$2,400.00 CAD

vi) Standards of Treatment for Voluntary and Involuntary Denial of Boarding

The passenger(s) who voluntarily or involuntarily are denied boarding will also be provided the following standards of treatment:

- Food and drink in reasonable quantities, dependent on the time of day and length of disruption.
- Overnight accommodation and transportation to and from that accommodation if the passenger is required to overnight. The

carrier is not required to provide accommodation for passengers at the first airport of departure listed on their ticket.

- Means of communication

vii) Issuing Compensation

Compensation will be provided in the form of money, unless all measure below are satisfied:

- An alternate form of compensation has greater monetary value than the compensation due;
- Air Tindi provides you written confirmation of the value of the alternate compensation;
- The alternate compensation doesn't expire;
- As the customer you must confirm in writing you were informed of your right to receive monetary compensation and have agreed to the alternate compensation proposed by Air Tindi Ltd.

viii) Issuing Compensation

Compensation will be provided in the form of money, unless all measure below are satisfied:

- An alternate form of compensation has greater monetary value than the compensation due;
- Air Tindi provides you written confirmation of the value of the alternate compensation;
- The alternate compensation doesn't expire;
- As the customer you must confirm in writing you were informed of your right to receive monetary compensation and have agreed to the alternate compensation proposed by Air Tindi Ltd.

If compensation is due and we cannot provide it before the departure of your new travel arrangements we will provide written confirmation of the amount of the compensation that is owed. Compensation will be provided to you within 48 hours after your departure. If compensation is issued and the flight arrives to your final destination later than expected, you may be entitled to further compensation. The carrier will provide the difference in compensation owed.

## **F. Tarmac Delays**

A tarmac delay occurs when an airplane on the ground is either awaiting takeoff or has just landed and passengers are held onboard, away from the gate, with the door closed.

While travelling with Air Tindi Ltd., we can assure you there will be no cases where an aircraft will hold on the tarmac for an extended period of time. Working separately from the main terminal in Yellowknife in conjunction with the size of the airport we serve, enables us to avoid many delays other carriers face regularly.

## **G. Transporting Musical Instruments**

Musical instruments will be accepted as either checked or part of a passenger's carry-on baggage allowance. Due to the nature of our fleet, most of our aircraft are not equipped with overhead bins or certified under seat storage. The Dash 7 is the only aircraft in our fleet equipped to permit carry-on baggage. A passenger's carry on allowance includes two items at a combined size of 9"x16"x22" no greater than 20 lbs. Providing you are traveling on the Dash 7 and the musical instrument meets the guidelines mentioned formerly it may be carried on. Musical instruments will need to be checked in if not traveling on the Dash 7 and if the instrument does not meet the size and weight restrictions.

## **H. Seating of Children Under 14 Years of Age**

Air Tindi Ltd. does not assign seating. It's important that those traveling with, or escorting children under the age of 14 board the aircraft together to ensure seating in close proximity is available.

## **I. Delayed, lost and damaged baggage**

- i) Lost or delayed baggage:
  - If your bag doesn't arrive on the same flight as you, Air Tindi Ltd. will provide compensation of any baggage fees incurred.
  - If you've incurred expenses due to a baggage delay we will compensate you for reasonable and necessary out-of-pocket expenses.
  - If your bag is not located within 21 days, we will pay you the value of the baggage liability outlined herein or mutually settled alternate compensation.



ii) Passenger Obligations

- Upon arrival to your destination if you're unable to locate a piece of your luggage, please report the missing bag to our airport staff within 4 hours;
- If you've left the airport, please report your missing bag in writing within 7 days of your flight arrival.

iii) Damaged baggage

Claims of damaged baggage will be reviewed and compensation may be provided as outlined herein. Exceptions include normal wear and tear or damage resulting from a defective bag.

- Upon arrival at your destination report the damage to our airport staff;
- If you've left the airport, please report your damaged bag in writing within 7 days of your flight arrival. We will require a photo of the damage along with your claim.

**TABLE "A"**  
**RATES AND CHARGES**

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

Yellowknife - YZF To/From	Fare Basis	Fare Eligibility Range  (Number of days prior to travel time and date a fare basis is available for purchase)	Air Transportation Charges (Air Fare)  (Does not include AIF)	Fuel Surcharge and GST	Total One-Way  (Does not include AIF)
Fort Simpson - YFS	Super Saver (Adult)	7 days or more	\$509.52	\$67.48	\$577.00
	Saver (Adult)	2 to 6 days	\$593.33	\$71.67	\$665.00
	Last Minute (Adult)	1 day to same day	\$677.38	\$75.87	\$753.25
	YCD (Senior)/YCH (Child)	Always Super Saver	\$509.52	\$67.48	\$577.00
Lutsel K'e - YSG	Super Saver (Adult)	7 days or more	\$261.90	\$39.35	\$301.25
	Saver (Adult)	2 to 6 days	\$306.42	\$41.58	\$348.00
	Last Minute (Adult)	1 day to same day	\$351.19	\$43.81	\$395.00
	YCD (Senior)/YCH (Child)	Always Super Saver	\$261.90	\$39.35	\$301.25
Gameti - YRA	Super Saver (Adult)	7 days or more	\$309.52	\$41.73	\$351.25
	Saver (Adult)	2 to 6 days	\$361.19	\$44.31	\$405.50
	Last Minute (Adult)	1 day to same day	\$413.09	\$46.91	\$460.00
	YCD (Senior)/YCH (Child)	Always Super Saver	\$309.52	\$41.73	\$351.25
Wekweeti - YFJ	Super Saver (Adult)	7 days or more	\$261.90	\$39.35	\$301.25
	Saver (Adult)	2 to 6 days	\$306.42	\$41.58	\$348.00
	Last Minute (Adult)	1 day to same day	\$351.19	\$43.81	\$395.00
	YCD (Senior)/YCH (Child)	Always Super Saver	\$261.90	\$39.35	\$301.25
Whati - YLE	Super Saver (Adult)	7 days or more	\$247.61	\$38.64	\$286.25
	Saver (Adult)	2 to 6 days	\$290.00	\$40.75	\$330.75
	Last Minute (Adult)	1 day to same day	\$332.38	\$42.87	\$375.25
	YCD (Senior)/YCH (Child)	Always Super Saver	\$247.61	\$38.64	\$286.25
Hay River - YHY	Super Saver (Adult)	7 days or more	\$165.47	\$34.53	\$200.00
	Saver (Adult)	2 to 6 days	\$184.04	\$35.46	\$219.50
	Last Minute (Adult)	1 day to same day	\$212.62	\$36.88	\$249.50
	YCD (Senior)/YCH (Child)	Always Super Saver	\$165.47	\$34.53	\$200.00

- Yellowknife Airport Improvement Fee (AIF) will be added to all tickets: \$10/departing passenger from YZF to NWT destinations, \$20 to destinations outside NWT
- Airfares are subject to fuel surcharges.
- 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, within 24 hours of departure time, cancellations are no longer eligible for refund
- 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 90-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.

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

ISSUE DATE: May 12, 2023

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**TABLE "A1"**  
**RATES AND CHARGES**

POINT TO POINT RATES – Unit Toll Cargo (In Canadian Dollars)

Yellowknife To/From	Excess Baggage Rate per pound	Priority Cargo Rate per Pound	General Cargo Rate per Pound	Discount Cargo Rate (Over 500lbs) per Pound
Fort Simpson (YFS)	\$2.97	\$2.97	\$2.25	\$2.20
Lutsel k'e (YSG)	\$1.84	\$1.84	\$1.23	\$1.18
Gameti (YRA)	\$2.24	\$2.24	\$1.45	\$1.40
Wekweeti (YFJ)	\$1.90	\$1.90	\$1.29	\$1.24
Whati (YLE)	\$1.67	\$1.67	\$1.09	\$1.06
Hay River (YHY)	\$1.84	\$1.84	\$1.23	\$1.18

- Cargo rates include all Airport and Nav Canada Fees but do not include G.S.T.
- All Air Waybill charges are subject to a 10% fuel surcharge + GST.
- Cargo carried on all flights is subject to space limitations. Cargo cut-off time for most flights is 2 hours prior to flight time.
- All shipments must be correctly labeled with consignee's name, address and phone number.
- Special arrangements must be made in advance for the shipment of live animals and large/bulky items. Additional surcharges will apply for shipments of large animals and large/bulky items.
- Dangerous Goods Charge \$80.00 + FSC + GST
- Minimum Charges per Shipment
  - Priority \$47.40 + FSC + GST
  - General \$31.17 + FSC + GST
- Minimum Charge Envelope (payment can be made by cash or credit card only) \$21.21 + FSC + GST
- Cargo Delivery Charge per Package (not per delivery) in YZF & YFS \$17.00 + FSC + GST

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](http://www.airtindi.com)

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

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

AIRCRAFT TYPE	LIVE RATE		FERRY RATE		MINIMUM CHARGE \$ PER FIGHT	
	\$ Per Mile	\$ Per Hour	\$ Per Mile	\$ Per Hour	Winter	Summer
deHavilland Dash 7	\$19.80	\$4554.00	\$19.80	\$4554.00	\$2970.00	\$2970.00

- Above rates to be computed in accordance with Rule 4 herein.
- Rates in this table are exclusive of fuel, airport user fees or any other charges applicable herein

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

**TABLE "B1"**  
**LANDING CHARGES**  
(In Canadian Dollars)

AIRCRAFT TYPE	CHARGE PER LANDING
deHavilland Dash 7	N/A

- 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"**  
**LAYOVER CHARGES**  
(In Canadian Dollars)

AIRCRAFT TYPE	FREE WAITING TIME IN HOURS	RATE \$ PER HOUR	MINIMUM CHARGE \$ PER DAY OR PART	
			Winter	Summer
deHavilland Dash 7	½ flight time flown	\$2500.00	\$28,000.00	\$28,000.00

- Above rates to be computed in accordance with Rule 5 herein.
- Rates in this table are exclusive of fuel, airport user fees or any other charges applicable herein

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