

# Domestic Tariff

**Rules, Rates, and Charges Applicable to Transportation of  
Passengers and Baggage or Goods**

**Non-Scheduled Flights**

**Island Express Air Inc.  
30490 Liberator Avenue  
Abbotsford, B.C. V2T 6H5**

**604-856-6260**

**[info@islandexpressair.com](mailto:info@islandexpressair.com)**

## Introduction

### About Island Express Air

Island Express Air is a locally owned and operated, Abbotsford-based air carrier providing scheduled service to Abbotsford, Vancouver, Victoria, and Nanaimo, and charter service to destinations around B.C., Canada, and the United States.

### Vision Statement

Locally owned and operated, Island Express Air aspires to provide scheduled and charter flight services of the highest quality, to advance the frontiers of safety, and to facilitate staff work-life balance and life-long learning and training. Achieving these aims depends on the efforts of owners, managers, and pilots across the company. Whatever our individual roles, and wherever we work within Island Express Air, we owe it to one another, our customers, and partners to uphold certain basic values.

These include:

- Safety first on every flight every day
- Respect for the rights, differences, and dignity of others
- Honesty and integrity in all dealings

The more we embrace these values in our daily lives, the more we create and sustain an environment of trust, cooperation and mutual understanding – and advance our commitment to providing quality flight services safely.

### Mission Statement

Island Express Air is dedicated to providing a first class flight experience, safely, on time, and hassle free.

## Purpose Statement

This tariff is applicable to the transportation of passengers and their baggage, or goods, using aircraft operated by Island Express Air. The content of this tariff constitutes the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.

This tariff includes:

- Rules Applicable to All Flights
- Rules Applicable to Non-Scheduled (i.e., Charter) Flights

The rules appear in sections following the Table of Contents and List of Effective Pages.

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## Definitions

In this tariff, all prices expressed with a currency symbol (\$) are in Canadian dollars, and include GST unless specified otherwise.

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

- a) **"Aircraft Repositioning"** means empty or ferry legs used to position an aircraft from base to the origin of a charter flight, or from the termination of a charter flight to its next required point of origin.
- b) **"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. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.
- c) **"Boarding Area"** means the point where the carrier examines the passenger's boarding pass prior to the passenger being permitted on the aircraft. In many cases, this will be the secure area of the airport.
- d) **"Boarding Pass"** includes either a paper document or an electronic document issued by the carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.
- e) **"Cargo"** means items transported on Island Express Air flights that are not accompanied by a passenger.
- f) **"Canada"** means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.
- g) **"Carrier"** means Island Express Air.
- h) **"Checked Baggage"** means baggage the passenger has identified as checked prior to entering the boarding area, and baggage that has been marked with a baggage identification tag.
- i) **"Cut-Off Time"** is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.
- j) **"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.
- k) **"Destination"** means the point to which the passengers or goods to be transported on a flight are bound.
- l) **"Ferry Flight"** or **"Aircraft Repositioning"** 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.
- m) **"Flight Credit"** means a credit valid for the original dollar amount paid on a reservation that is available for use on future bookings. Flight credits are fully-transferrable between different passengers and are always valid for two years from the original date of travel.

- n) **"Force Majeure"** means any unforeseeable circumstances beyond the carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.
- o) **"Goods"** means anything that can be transported by air including animals.
- p) **"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).
- q) **"Origin"** means the point from which a flight commences with payload to be transported.
- r) **"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.
- s) **"Transport Canada Restricted Area"** means a secure area of an airport, which can include the movement area of the apron and parts of the passenger terminal.
- t) **"Traffic"** means any passengers or goods that are transported by air.

## Rules Applicable to All Flights

### Rule 1: Application of Tariff

- 1.1. This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Island Express Air. It applies for flights:
  - a. Between points in Canada;
  - b. Between points in Canada that involve travel through United States airspace;
  - c. To or from Canada; and,
  - d. To or from points in the United States.

### Rule 2: Acceptance of Children for Travel

- 2.1. Infants and children under 12 years of age, accompanied by a passenger of 18 years of age or older, will be accepted for transportation.
- 2.2. Persons entrusted with the care of infants and children must be capable of discharging this duty.
- 2.3. Infants
  - a. Infants under two years of age on the date of travel do not require a seat or a ticket. Infants under two years of age on the date of travel shall be declared at the time of the booking.
  - b. Only one infant under the age of two years may be held in the lap of an accompanying passenger 18 years of age or older.
  - c. No single passenger shall be responsible for more than one infant.
  - d. An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
  - e. A birth certificate or other form of proof of age may be required for infants.
- 2.4. Children
  - a. All children, two years of age or older, must be ticketed and assigned a seat.
  - b. All children, 13 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.
- 2.5. Documentation
  - a. For travel within Canada, passengers under 18 years of age must carry identification such as a passport; an original birth certificate or a non-government ID (e.g., student card). Passengers who appear to be 12 years of age or older will be asked to show identification prior to boarding the aircraft.
  - b. For travel between to or from Canada, all passengers require a valid passport.

- c. In addition to the above, the carrier may require presentation of the following documents when children are accompanied by an adult:
  - i. Documents establishing legal custody;
  - ii. Parental consent letter authorizing travel;
  - iii. Death certificate if one parent is deceased;

### **Rule 3: Unaccompanied Minors**

#### 3.1. General

- a. For purposes of this rule, a “guardian” is any adult/parent having responsibility over the welfare of a minor.
- b. The carrier offers a supervision service called the Unaccompanied Minor Service (UM Service) for all minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.

#### 3.2. Age Restrictions

- a. Minors under 2 years of age are not eligible to use the UM Service, and must always be accompanied by a person aged 18 or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the minor.
- b. Minors aged between 2 and 12 years of age may only travel unaccompanied if they are using the UM Service, outlined below.

3.3. Minors from age 12 up to a maximum of 16 years of age can also use the UM Service at the request of their guardian. Please note, however, that if a guardian requests the UM Service for a minor between these ages, all travel restrictions applicable to the UM Service will apply.

#### 3.4. Conditions of Application for Unaccompanied Travel

- a. Arrangements and registration for the UM Service must be made at the time of booking by indicating the travelling passenger is an unaccompanied minor.
- b. The minor must be brought to the airport of departure by a guardian who remains with the minor until the carrier starts providing supervision. The guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or other responsible adult. The guardian who will be meeting the unaccompanied minor at the airport of arrival must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
- c. Once the minor is under the carrier’s care, the minor will be provided supervision to the extent practical by the carrier until he/she is met at destination by a guardian who can confirm to carrier personnel by means of photo identification that they are the person(s) designated to meet the minor. There will be times where our flights are operated by one pilot, and the pilot will be the only airline representative on board the aircraft. In these cases, the pilot will provide supervision of the minor to the extent practical commensurate with the safe operation of the aircraft.
- d. A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical clearance may be required for any UM Service to be offered to a minor with a medical condition or a disability.



3.5. Carrier's Limited Responsibility

- a. With the exception of the service specifically provided to an unaccompanied minor in this rule, the carrier will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an adult passenger.

**Rule 4: Carriage of Persons with Disabilities**

4.1. Acceptance for Carriage

- a. 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 instances when refusing transportation to a person with a disability is necessary, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage at the time of refusal.

4.2. Acceptance of Declaration of Self-Reliance

- a. Except for applicable safety-related rules and regulations, the carrier will accept the determination made by or on behalf of a person with a disability 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 the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from carrier employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered.

4.3. Medical Clearance

- a. A carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, a carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers is in question. Where a carrier refuses to transport a passenger for such reasons, a written explanation will be provided at the request of the passenger. When medical clearance is required, a carrier may assess a person's fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person's physician).

4.4. Accessible Seating

- a. The carrier will provide the person with a disability with the most accessible seat on the aircraft, consistent with the safe loading of the aircraft and weight and balance considerations. The carrier will consult with the person to determine which seat is the most accessible to meet specific disability-related needs. For safety/security reasons some seats may not be available. Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together to the extent practical given inherent limitations of the aircraft the carrier operates.

4.5. Acceptance of Aids

- a. The carrier will carry the following mobility aids:
  - i. A wheelchair (except when aircraft design does not permit carriage of the mobility aid);
  - ii. A walker, a cane, crutches or braces;
  - iii. A device to facilitate communication; and/or
  - iv. Any prosthesis or small medical device.
- b. The charge for walkers, strollers, or wheelchairs is \$26.25 each way. These items can be included with the reservation at the time of booking, or paid at the airport.
- c. 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.
- d. Providing the aircraft can carry the aid, the carrier will:
  - i. Disassemble, where necessary, the aid for transportation and assemble the aid upon arrival; and
  - ii. Return the aid promptly upon arrival.
- e. Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:
  - i. The boarding gate; or,
  - ii. The stairs of the aircraft.

4.6. Acceptance of Service Animals

- a. The carrier will accept for transportation, without charge, 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 Service Animal will be permitted to accompany the passenger to the aircraft.
- b. Once the passenger is on board the aircraft, the Service Animal must be transported within an airline-approved kennel and will be placed in the closest location either within the aircraft cabin or within a cargo area to the passenger.
- c. Due to Transport Canada regulations, because of aircraft do not have a door or barrier device preventing access to the cabin, live animals, including Service Animals, are not permitted to be transported in the cabin without a means of containment.

4.7. Services to be Provided

a. At time of reservation:

- i. 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.

b. At the time of travel:

- i. Where a request for a service is made in advance of travel, the carrier will make every effort to provide the following:
  - 1. Assistance at check-in;
  - 2. Assistance to reach the boarding area;
  - 3. Assistance to board and deplane;
  - 4. Assistance with baggage;
  - 5. Assistance to transfer to/from a mobility aid;
  - 6. Assistance to transfer to/from a passenger seat;
  - 7. 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;
  - 8. Assistance to proceed to the general public area or to a representative of another carrier;
  - 9. Any additional service to accommodate a person's disability-related needs.

c. When boarding and deplaning:

- i. The carrier will, upon request, 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.

- d. Liability of Carrier Respecting Mobility Aids
  - i. Where a carrier has transported a person's mobility aid, and the aid is damaged during flight or is unavailable at destination, as a result of the negligent actions of the carrier, 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 5: Refusal to Transport**

- 5.1. The carrier will refuse to transport, or will remove any passenger at any point for any of the following reasons:
  - a. Whenever it is necessary or advisable to:
    - i. Comply with any government regulation; or,
    - ii. Comply with any government request for emergency transportation; or,
    - iii. Address force majeure.
  - b. When the passenger refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s).
  - c. When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.
    - i. Note: The carrier is obliged to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.
    - ii. Applicable only to travel within Canada:
      - 1. The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender; or two pieces (without photo) of government-issued identification at least one of which shows the passenger's name, date of birth, and gender.
    - iii. Applicable only to travel from Canada:
      - 1. The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against a valid passport.
  - d. When the passenger is to travel across any international boundary, if:
    - i. The travel documents of the passenger are not in order; or,

- ii. For any reason the passenger's embarkation from, transit through, or entry into any country from, through, or to which the passenger desires transportation would be unlawful or would otherwise not be permitted.
- e. When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff.
- f. When the passenger becomes verbally abusive or threatening toward an Island Express Air employee, another passenger, or any other person or property.
- g. When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual, or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:
  - i. The passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,
  - ii. The passenger complies with requirements of the Rule covering Carriage of Persons with Disabilities.
- h. When the passenger has a contagious disease.
- i. When the passenger has an offensive odour.
- j. When the carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The carrier can require the passenger to provide a medical certificate that then may be assessed by the carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel. The carrier may refuse transportation to the person posing such hazard or risk.
  - i. Note: Pregnant passengers:
    - 1. An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 28th week of her pregnancy or up to four weeks before her expected due date without a medical certificate.
    - 2. An expectant mother who is in or beyond the 28th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.
- k. When the passenger requires an escort due to a mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the carrier in advanced of the departure of the flight.

## Rule 6: Cargo

6.1. All cargo carried on Island Express Air flights is subject to Air Cargo Security regulations.

6.2. The following rates shall apply for cargo carried on board Island Express Air flights:

- a. Envelope: \$31.50
- b. Small box, up to 25 lbs.: \$52.50 (add \$1.50/lb. above 25 lbs.)
- c. Pet Kennel:

Maximum Dimension	Maximum Weight	Rate
0-18"	25 lbs.	\$78.75
18-24"	35 lbs.	\$99.75
24-34"	60 lbs.	\$120.75

- i. Overweight charges of \$1.50/lb. apply to the rates above.
  - ii. The longest dimension of the pet kennel must be less than 34" due to restrictions imposed by the design of our aircraft.
  - iii. The pet kennel rates above apply to all live animals carried as cargo.
- d. For cargo destined to or departing from Comox, a \$21.00 surcharge will be added to the rates above.

6.3. Booking & Cut-Off Times

- a. For morning flights, cargo must be booked with payment received the night prior to the flight. For afternoon or mid-day flights, cargo must be booked with payment received no later than two hours prior to departure time.
- b. The recommended check-in time for cargo is 60 minutes prior to flight time, and the cut-off is 45 minutes prior to flight time unless prior arrangements have been made.
- c. Persons receiving cargo at our destinations must be at the Island Express Air counter 30 minutes prior to our scheduled arrival time. We are unable to leave cargo unattended at our airports. If the receiver is not present when we arrive, the shipper will be responsible for the fees required to transfer cargo back to its point of departure.

6.4. Changes and Cancellations

- a. All cargo fees are strictly non-refundable. In the event of a change or cancellation, cargo fees may be held as a fully-transferrable credit, valid for two years, toward use for future cargo or to the purchase of a passenger flight.

6.5. Screening Restrictions

- a. Due to Transport Canada regulations, all cargo carried on board our flights must either be sent by a member of the Transport Canada Air Cargo Security program or be able to be x-ray screened by the Canadian Air Transport Security Authority. Items that are unable to be screened via x-ray (such as live animals, large/oversize items, etc.) may only be transported if sent by a member of the Air Cargo Security program.

## Rule 7: Currency

- 7.1. Rates and charges are published in the lawful currency of Canada. Payment may be accepted by any or all of the following means:
  - a. Cash in Canadian dollars;
  - b. Credit card;
  - c. Bank or debit card, when payment is received in person at the Abbotsford International Airport; or,
  - d. For charterers who have been approved as account clients, cheque, bank draft, wire transfer, or money order.

## Rule 8: Limitation of Liability – Passengers

- 8.1. The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$300,000.
- 8.2. 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.
- 8.3. 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 9: Limitation of Liability – Baggage

- 9.1. 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.
- 9.2. The liability of the carrier is limited to sum of \$500 for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
  - a. 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.
  - c. If the carrier proves that the damage was caused or contributed to by a situation outside of the carrier's control, including but not limited to handling by CATSA or other



carriers, damage caused by airport baggage systems, and improper packing of fragile items by the passenger.

- 9.3. Unless the passenger proves otherwise:
- a. All baggage checked by the passenger will be considered to be the property of that passenger.
  - b. A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
  - c. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. Due to weight and balance considerations, carry-on baggage may be placed in a cargo area that is inaccessible to passengers during the flight. Although baggage may be placed in the same area as checked bags, carry-on baggage continues to be treated as such. It remains the property and responsibility of the passenger who is in possession of the baggage at the time of embarkation. Passengers are cautioned to ensure they have the correct bag prior to departing the aircraft.

**Rule 10: Limitation of Liability – Cargo**

- 10.1. 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 \$2 per pound.



## Rules Applicable to Non-Scheduled Flights

### Rule 20: Application of Tariff for Non-Scheduled Flights

- 20.1. An air service will be furnished under the terms of this tariff after the Island Express Air Charter Agreement (“Charter Agreement”) contract is executed by the charterer.
- 20.2. 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.
- 20.3. 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 Charter Agreement, this tariff shall prevail.

### Rule 21: Mileage Determination

- 21.1. For the purpose of computing rates and charges herein, the mileage to be used for live flights will be the actual proposed instrument flight rules (IFR) routing covering the actual airport to airport distance of the agreed flight or flights, in statute miles. SkyVector shall be used as the source to determine this mileage.
- 21.2. For the purpose of computing rates and charges herein, the rate to be used for repositioning flights shall be either:
  - a. For the airports shown in the table below, the rate shown in the table below, plus GST:

Aircraft	Reposition to/from YVR	Reposition to/from YYJ or YCD
BE10	\$500	\$600
PA31	\$250	\$300
PA32	\$125	\$200
P28A	\$100	\$150

- b. Or, for other airports, the actual proposed instrument flight rules (IFR) routing covering the actual airport to airport distance of the agreed flight or flights, in statute miles. SkyVector shall be used as the source to determine this mileage.

**Rule 22: Computation of Charges**

22.1. The total price payable by the charterer shall be as provided in a quote issued by Island Express Air and agreed upon by the charterer. This quote shall be established in accordance with the provisions of this Rule. The quote is referenced in the Charter Agreement.

22.2. The quote shall be established by:

- a. Multiplying the mileage for the live flight(s) by the applicable price per statute mile, which is specific to aircraft type:

Aircraft	Mileage Rate
BE10	\$6.00 - \$8.00
PA31	\$5.50 - \$7.00
PA32	\$3.00 - \$4.00
P28A	\$2.00 - \$3.50

NOTE: The exact mileage rate varies based on the timing of the booking (i.e., bookings made further in advance of the flight are generally charged a lower rate), the length of flight, and the number of stops. In general, charges for longer flights, booked in advance, with few or no stops, will be based at the lower end of the mileage rate.

- b. Applying the charge for any required repositioning flight(s) as detailed above.
- c. Applying a charge for aircraft holding:

Aircraft	Holding per Hour
BE10 and PA31	\$100
PA32 and P28A	\$75

When the holding time will be in excess of 8 hours, the following rates apply:

Length of Holding	Rate
8-12 Hours	\$1,250
12-24 Hours	\$1,500

Unless otherwise specified in the Charter Agreement or the quote provided by Island Express Air, the holding time above will include expected crew expenses, including the costs of hotels and meals. However, the holding time does not cover the cost of crew transportation to and from a suitable rest facility, where required.

In the event the holding time will not cover crew expenses, then the maximum holding time per 24 hour period will be \$1,250, and crew expenses will be billed directly upon completion of the charter.

- d. Applying the following charges, where applicable:
  - i. 10% of the base fare for Nav Canada fees and fuel surcharge;

- ii. A per-passenger Airport Improvement Fee, as per the guidelines of the airport(s) to be served;
  - iii. Air Travellers Security Tax of \$7.12 per passenger each way when the flight(s) will be between two secured airports;
  - iv. For charters to the United States, an e-APIS fee of \$30 per passenger, with a minimum charge of \$100;
  - v. Airport landing and/or parking fees;
  - vi. Fees for the use of a Fixed-Based Operator;
  - vii. For charters that include a hold, estimated or actual crew expenses, unless included in the holding time; and,
  - viii. Canadian Goods and Services Tax (GST) on the above, where applicable.
- 22.3. Flat rates have been established for common charter destinations served by Island Express Air. These rates apply in place of the mileage determination specified earlier in this Rule. These rates include all airport taxes, fees, aircraft repositioning, and GST. Rates are for flights that are booked so as not to conflict with scheduled flight times. When flights are booked at these rates, Island Express Air reserves the right to add passengers to the aircraft, or use any associated aircraft repositioning for the transportation of passengers.

All-In Pricing - Includes Taxes and Fees for up to Maximum Number of People Airplane Holds					
<b>Abbotsford-Victoria</b>	<b>2 Weeks</b>	<b>Up to 24H</b>	<b>Within 24h</b>	<b>Between 8pm-6am</b>	<b>Stop in Vancouver</b>
Warrior	\$350.00	\$400.00	\$450.00	N/A	\$100.00
Saratoga	\$450.00	\$500.00	\$550.00	N/A	\$100.00
Navajo	\$700.00	\$750.00	\$800.00	\$850.00	\$200.00
Chieftain	\$850.00	\$900.00	\$950.00	\$1,050.00	\$200.00
<b>Abbotsford-Nanaimo</b>	<b>2 Weeks</b>	<b>Up to 24H</b>	<b>Within 24h</b>	<b>Between 8pm-6am</b>	<b>Stop in Vancouver</b>
Warrior	\$425.00	\$475.00	\$525.00	N/A	\$100.00
Saratoga	\$600.00	\$650.00	\$700.00	N/A	\$100.00
Navajo	\$800.00	\$950.00	\$1,000.00	\$1,100.00	\$200.00
Chieftain	\$900.00	\$1,050.00	\$1,100.00	\$1,200.00	\$200.00
<b>Abbotsford-Comox</b>	<b>2 Weeks</b>	<b>Up to 24H</b>	<b>Within 24h</b>	<b>Between 8pm-6am</b>	<b>Stop in Vancouver</b>
Warrior	\$475.00	\$500.00	\$550.00	N/A	\$100.00
Saratoga	\$675.00	\$725.00	\$775.00	N/A	\$100.00
Navajo	\$1,000.00	\$1,100.00	\$1,200.00	\$1,400.00	\$200.00
Chieftain	\$1,100.00	\$1,200.00	\$1,300.00	\$1,500.00	\$200.00
<b>Abbotsford - Kelowna - Kamloops - Penticton - Tofino - Boeing Field</b>					
Warrior	\$750.00	\$800.00	\$850.00	\$900.00	\$100.00
Saratoga	\$1,000.00	\$1,050.00	\$1,100.00	\$1,200.00	\$100.00
Navajo	\$1,800.00	\$1,850.00	\$1,900.00	\$2,000.00	\$200.00
Chieftain	\$1,950.00	\$2,000.00	\$2,050.00	\$2,200.00	\$200.00
<b>Scenic Flights</b>	<b>First Hour (Hobbs)</b>	<b>Additional Hours</b>			
Warrior	\$250.00	\$150.00			
Saratoga	\$350.00				
Navajo	\$600.00				
Chieftain	\$700.00	\$650.00			

- 22.4. In general, the computation of charges is specific to each scenario. Unexpected charges such as fuel uplift, airport fees, routing delays, etc. may be incurred during the trip. These

charges will be billed in accordance with an agreement between Island Express Air and the charterer. While every effort is made to provide an “all in” quote, force majeure and other circumstances beyond the airline’s control may necessitate changes from the original quote.

### **Rule 23: Substitution of Aircraft**

- 23.1. 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 (a) and (b) below.
- a. 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.
  - b. 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. However, these charges shall include any required repositioning of the substituted aircraft and the original aircraft should the substitution take place away from the aircrafts’ base.

### **Rule 24: Payment Requirements, Changes, and Cancellations**

- 24.1. To reserve the aircraft and crew, Island Express Air requires a deposit of CA\$500 or 15% of the charter quote, whichever is greater. This deposit is a first payment toward the balance of the charter and will be deducted from the total quote. The deposit is a final payment and is a requirement in order to block the aircraft and crew for the selected dates. The deposit is not refundable for passenger-initiated cancellations.
- a. In the event a passenger-initiated cancellation is received prior to 24 hours before departure time, Island Express Air may, at its sole discretion, hold the deposit payment as a credit for future use.
- 24.2. Full payment (the balance of the charter quote less the deposit payment) will be processed within 24 hours prior to departure time. Once payment has been processed, payment and deposit are strictly non-refundable for any passenger-initiated changes and cancellations.
- 24.3. In the rare event that extreme weather, mechanical issues, or other circumstances do not permit Island Express Air to operate the charter, the deposit and any payment will be returned in full to the customer. Should weather conditions become such that an alternate airport may be required, the customer will be informed prior to departure, and may choose to cancel or delay the flight, or continue and incur any potential additional expense of landing at an alternate airport if that becomes necessary.
- 24.4. Charter flights in our Warrior (P28A) or Saratoga (PA32) aircraft are subject to visual weather conditions in daylight. Weather may be confirmed by an email or phone call within 24 hours of departure time. Charter flights in our all-weather twin-engine Navajo or King Air aircraft are not restricted to daylight or visual conditions.

- 24.5. Passengers indicate their agreement with the terms above when executing the Charter Agreement.

**Rule 25: Tickets**

- 25.1. The carrier does not issue tickets or reservation numbers for charter flights. Subject to the Charter Agreement, the charterer will provide a list of the passengers' names to Island Express Air prior to the flight.

**Rule 26: Transborder Flights**

- 26.1. Flights that involve landing in or departing from the United States of America require passengers and crew to be subject to customs and immigration processing.
- 26.2. Passengers are responsible for declaring all required items under customs legislation to our crew prior to the flight. This includes, but is not limited to, customs-restricted or customs-prohibited goods, large amounts of currency, firearms, and weapons. Passengers are instructed by the Charter Agreement to consult the Canadian Border Services Agency and the U.S. Department of Homeland Security for more information about declaring items when travelling to or from the United States.
- 26.3. Passengers are also responsible for declaring to Island Express Air in advance of the flight any illnesses or other conditions that may lead to the spread of disease.
- 26.4. For all transborder flights, Island Express Air will require passengers to provide colour scans of valid passport photo pages. This information will be provided to the Canadian Border Services Agency and/or the U.S. Department of Homeland Security as required for customs purposes. Passengers will need to present valid passports to the crew prior to departure, and have these documents readily available for customs and immigration officers upon arrival.
- 26.5. Island Express Air is a signatory carrier to the Visa Waiver Program. Passengers travelling with Island Express Air who are subject to the Visa Waiver Program agree to:
- a. Complete all U.S. customs requirements, including obtaining a travel authorization via an Electronic System for Travel Authorization (ESTA) if required, for their entry into the United States;
  - b. Be solely responsible for the costs of removal from the United States on the first available means of transportation to the point of departure to the United States, in the event that the passenger is determined by a U.S. Customs and Border Protection officer at the Port of Entry to be not admissible to the United States, or is determined by a U.S. Customs and Border Protection officer to have remained unlawfully in the United States beyond the 90-day period of admission under the Visa Waiver Program.

## **Rule 27: Acceptance of Baggage or Goods**

- 27.1. All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- 27.2. 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.
- 27.3. 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 as required.