

PERIMETER AVIATION LP

Amendment No. 9

**CTC (A) No 8
LOCAL DOMESTIC TARIFF**

LOCAL DOMESTIC TARIFF

RULES, RATES & CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

ISSUE DATE
August 1, 2009

ISSUED BY:
Carlos Castillo

EFFECTIVE DATE:
August 1, 2009

CHECK SHEET

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

<u>PAGE NUMBER TITLE</u>	<u>NUMBER OF REVISION</u>	<u>PAGE NUMBER</u>	<u>NUMBER OF REVISIONS</u>
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EXPLANATION OF ABBREVIATIONS,
 REFERENCE MARKS AND SYMBOLS

CTA	Canadian Transportation Agency
Cont'd	Continued
Can.	Canadian
CH/CD-F	Child/Senior Economy Fare
CH/CD-C	Child/Senior Discounted Cash Only Fare
Cy.	Currency
G	General Commodity Freight
GRP	Group Fare
M	Medical Services
(N)	Denotes addition
N/A	Not Applicable
No.	Number
P	Priority Freight
(R)	Denotes reductions
\$	Dollar(s)
SD-C	Student Standby Cash Fare
Y-F	Regular Economy Fare
Y-C	Discounted Cash Only Fare
(X)	Denotes cancellation
YE27	Discounted Return Cash Fare

RULES**RULE 1. DEFINITIONS**

"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 and Districts and Islands comprising the Northwest Territories of Canada and Nunavut.
"Carrier"	means PERIMETER AVIATION LTD
"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.
"Infant"	means children under the age of two and carried free of charge by an adult sharing the same seat as the infant. Proof of age must be provided and is restricted to one infant per adult passenger.
"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

- (a) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by **PERIMETER AVIATION LTD.**
- (b) 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 PERIMETER AVIATION LTD., is executed by the charterer and carrier.
- (c) 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.
- (c) The contents of this tariff shall form part of the air transportation contract between Carrier and Charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.
- (d) The fares and rates are kept under separate cover (Fares and Rates 01 ALL GUIDE [01-001]) and are available for on-site inspection upon request.

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 charter and ferry (if any) mileage, will be the mileage between the locations using the published latitude and longitude of the location.

RULE 5. COMPUTATION OF CHARGES

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

- a) 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".
- b) 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
- c) Point to Point Rates as published in the "Fares and Rates" document contained under separate cover.
- d) A NAV CANADA Fee will be added to the cost to cover the NAV CANADA Fee surcharge. This rate for each aircraft is determined from the Nav Canada Website.
- e) 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 the current cost of fuel at the carrier's base of operations.
- f) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
 - 1) Loading/unloading of the aircraft
 - 2) 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.
 - 3) Charges for storage.
 - 4) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.

- 5) The actual cost of any special or accessory services performed or provided on request.
- 6) Fuel surcharge
- g) 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.
- h) Landing charges, if applicable, as per Table B1.
- i) 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".
- j) Valuation charges, if any, in accordance with Rule 10.

RULE 6. CONDITIONS OF CARRIAGE

- a) Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.
- b) **Carriage of Persons with Disabilities:** The carrier will make its best effort to accommodate passengers with disabilities including their service animals or other mobility aids on the same flight; however, certain mobility aids, for example rigid frame wheelchairs or electric wheelchairs, may not be able to be accommodated due to space and/or design limitations of the aircraft.
- c) **Children** under 12 years of age are accepted for transportation without restriction when accompanied by a passenger at least 12 years of age.
 - (i) Children under 12 years of age not accompanied by a passenger 12 years of age or over are accepted for transportation only under the following conditions;
 - 1) under 5 years of age not accepted under any conditions
 - 2) 5,6,or 7 years of age accepted for on-line transportation. The child must be brought to the airport of departure by a parent or responsible adult who remains with the child until enplaned and who must furnish the carrier with satisfactory evidence that the child will be met by another parent or, responsible adult upon deplaning at his

destination but not accepted if the flight on which the child holds a reservation is expected to terminate short or bypass his destination.

- (d) **Ticketing:** No person shall be entitled to transportation except upon presentation of a valid Ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination.
- (i) flight coupons will be honoured only in the order in which they are issued, and only if all unused flight coupons and passenger coupons are presented together.
 - (ii) a ticket which has not been validated or which has been altered, mutilated or improperly issued, shall not be valid.
 - (iii) tickets are not transferable but the carrier is not liable to the
 - (iv) owner of a ticket for honouring or refunding such ticket when
 - (v) presented by another person
 - (vi) the period of validity for transportation or refund will be one year from the date the ticket was issued.
- (e) **Failure to operate on schedule**
- (i) when a passenger who has a ticket and a confirmed reservation is delayed and/or misses a connection because of a schedule irregularity or inability to provide previously confirmed space, the carrier will transport the passenger on another of its flights on which space is available at no additional cost to the passenger or reroute the passenger over its own routes to the passengers final destination.
 - (ii) except to the extent provided in this rule, no carrier shall be liable for failing to operate any flight according to the schedule or for changing the schedule of any flight, with or without notice to the passenger.

- (f) **Rerouting**
- (i) carrier will reroute a passenger at the passenger's request and upon presentation of the ticket, or portion thereof, prior to arrival at the destination named on the original ticket PROVIDED that, after transportation has commenced, a one-way ticket will not be converted into a return ticket.
 - (ii) the fare and charges applicable, when a rerouting or change in destination is made at the passenger's request, shall be the fare and charges that would have been applicable had the original ticket designated the routing and/or destination as revised by the new ticket.
- g) **Refusal of passage:** Carrier will refuse passage to any person when:
- (i) Such action is necessary for reasons of safety.
 - (ii) Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.
- h) **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 arising from:
- (i) 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;
 - (ii) "Force Majeure", or any other causes not attributable to the wilful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of a Government or public body, on what ever grounds, to grant the carrier any clearance, licence, right or other permission necessary for the performance of the Carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the Carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

- i) **Refunds:** The amount the carrier will refund upon surrender of the unused portion of the passenger's ticket will be:
- (i) if no portion of the ticket has been used, an amount equal to the
 - (ii) fare and taxes
 - (iii) if a portion of the ticket has been used , an amount equal to the lowest direct one-way fare applicable from the point of termination to the destination named on the ticket or to the point at which transportation is to be resumed.
 - (iv) When a passenger loses his ticket, or the unused portion thereof, the carrier will upon application via **lost ticket indemnity bond**, provide a refund as per the above conditions.
- h) **Liability** The liability of the carrier in respect of the death or injury to a passenger carried for hire and reward, when the injury, whether resulting in death or not, is sustained during the operations of flight or while embarking or disembarking, or at any time while the passenger is aboard the aircraft, is limited to the sum of \$100,000.00.
- When the carrier transports any passenger whose condition is such as to involve an unusual risk or hazard, the carrier is not liable for any loss or damage, which would not have been sustained but for the age, mental or physical condition of such passenger, including in the case of a pregnant passenger, any injury, illness or disability sustained by an unborn child.

RULE 7. ACCEPTANCE OF BAGGAGE OR GOODS

- a) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- b) The allowable baggage limit is 60 pounds per ticketed passenger. Excess charges will apply to all amounts over the allowable limit.
- c) 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.

- d) 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 carrier:
- (i) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence including the required Firearms Declaration and, provided that such firearms are packed in a suitable case such that the contents are not identifiable. The firearm must be immobilized either by disassembly or by a trigger lock.
 - (ii) Peace Officers must present credentials and complete a required Firearms Declaration. The firearm can be taken as carry-on baggage, provided it is unloaded and holstered. Ammunition may be transported on their person.
 - (iii) Explosives, munitions, corrosives and articles which easily ignite.
 - (iv) 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 will be carried in the cargo compartment of the aeroplane.

RULE 8. REFUNDS

- a) Application for refund shall be made to the carrier or its duly authorized Agent.
- b) 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.
- c) Freight accepted and then returned to the customer per their request, will be subject to an administrative fee.
- d) All refunds must be processed through the Administration Department in Winnipeg.

RULE 9. 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 \$100,000.00.
- (2) 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 10. LIMITATION OF CARRIER RESPECTING 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 \$100.00 maximum per passenger.

RULE 10A. LIABILITY OF CARRIER RESPECTING CARGO GOODS

- (1) Subject to subsection (2) the liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$50.00 or \$1.00 per pound, whichever is the greater.
- (2) Liability of the carrier is limited to the amount in subsection (1) above, except when the consignor;
 - (a) has declared a value of the goods in an amount exceeding \$50.00, and
 - (b) has paid an additional charge of \$1.00 per \$100.00 or fraction thereof for the excess amount.
- (3) Perimeter Aviation Ltd. will not accept a declared value nor allow insurance on personal goods tendered for transport.

RULE 11. SUBSTITUTION OF AIRCRAFT*

- (a) 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 (b) and (c).
- (b) 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.
- (c) 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 12. PAYMENT REQUIREMENTS

- (a) 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.
- (b) The Cash fare may be paid by cash, authorized cheque, debit card, or valid credit card only.
- (c) The regular "Y" fare may be charged to an approved charge account.

RULE 13. CANCELLATION

- (a) The carrier will cancel the reservation of any passenger, whenever such action is necessary to comply with government regulation, or to comply with any request for emergency transportation in connection with national defence, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control.

- (b) If the passenger fails to occupy space, which has been reserved for him on a flight and the carrier fails to receive notice of cancellation prior to the departure of the flight, the carrier will cancel such reservation and all reservations for continuing or return space.
- (c) The carrier is not liable when it cancels the reservation of any passenger in accordance with this rule, except to refund the value of the ticket.
- (d) If a passenger fails to claim his reservation at least 15 minutes prior to flight time, this will cause a cancellation of such reservation and passenger will be put on a stand-by basis.

TABLE "A"

Fares and Rates contained in separate document called "Fares and Rates 01 ALL GUIDE [01-001]".

TABLE "B"

<u>Aircraft Type</u>	<u>Rate per Statute Mile</u>		<u>Maximum Charge</u>		<u>per Flight</u>	
	<u>Charter</u>	<u>Ferry</u>	<u>Rate per Hour</u>		<u>Charter</u>	<u>Ferry</u>
			<u>Charter</u>	<u>Ferry</u>		
Merlin	\$5.75	\$5.75	\$1,365.00	\$1,365.00	\$1,365.00	\$1,365.00
Metro II	\$6.50	\$6.50	\$1690.00	\$1690.00	\$1690.00	\$1690.00
Metro II Thompson	\$6.75	\$6.75	\$1690.00	\$1690.00	\$1690.00	\$1690.00
Metro II Medevac	\$8.32	\$8.32	\$2284.88	\$2284.88	\$2284.88	\$2284.88
Metro III	\$7.00	\$7.00	\$1820.00	\$1820.00	\$1820.00	\$1820.00
Metro III Thompson	\$7.25	\$7.25	\$1820.00	\$1820.00	\$1820.00	\$1820.00
Dash 8.	\$16.00	\$16.00	\$4800.00	\$4800.00	\$4800.00	\$4800.00

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

TABLE "B1"

LANDING CHARGES

<u>Aircraft type</u>	<u>Charge per Landing</u>
Metro II (All)	N/A
Merlin III, Metro III/23	N/A
Beech 99	N/A
HS 125	N/A
Dash 8	N/A
Baron B55	N/A

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

TABLE "B2"**LAYOVER CHARGES**

<u>Aircraft Type</u>	<u>Free Waiting Time</u>	<u>Max Hourly Hold Rate</u>	<u>Max Daily Hold rate</u>
Merlin	1 hour for each flown	\$682.50	\$6,825.00
Metro II	1 hour for each flown	\$845.00	\$8450.00
Metro II Thompson	1 hour for each flown	\$1000.00	\$10,000.00
Metro II Medevac	1 hour for each flown	\$1000.00	\$10,000.00
Metro III	1 hour for each flown	\$910.00	\$9100.00
Dash 8	1 hour for each flown	\$1920.00	\$19,200.00

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