

CHARTER TARIFF

TERMS AND CONDITIONS OF CARRIAGE,
RULES, RATES AND CHARGES

APPLICABLE
TO
TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS
BETWEEN POINTS IN CANADA
WITH
ROTARY WING AIRCRAFT

ISSUED:
01 June 2018

ISSUED BY:
Bruno Meili, President

EFFECTIVE:
01 June 2018

EXPLANATION OF SYMBOLS

| | | | |
|-----|---|-----|----------------------|
| (A) | Denotes increase | (N) | Denotes addition |
| (C) | Denotes change in wording which results in neither increase nor reduction in charges. | (R) | Denotes reduction |
| | | (X) | Denotes cancellation |
| | | \$ | Dollars |

TABLE OF CONTENTS

| | | |
|-----|--|----|
| 1. | List of Effective Pages | 3 |
| 2. | Definitions In this tariff | 4 |
| 3. | Application of Tariff | 5 |
| 4. | Currency | 5 |
| 5. | Payment and Adjustment of Charges | 5 |
| 6. | Substitution of Aircraft | 5 |
| 7. | Operation, Interruption or Cancellation of Charter Flights | 6 |
| 8. | Dangerous Articles | 6 |
| 9. | Refusal of Carriage | 6 |
| 10. | Conditions of Carriage and Acceptance of Goods or Baggage | 6 |
| 11. | Liability for Delay | 8 |
| 12. | Liability of Carrier | 8 |
| 13. | Limitation of Action | 9 |
| 14. | Crews Expenses | 9 |
| 15. | Additional Charges for Fuel and Oil | 9 |
| 16. | Continuance of Term Charters | 10 |
| 17. | Determination of Flight Time | 10 |
| 18. | Transportation of Carrier's Personnel, Equipment and Spare Parts | 10 |
| 19. | Minimum Charges | 11 |
| 20. | Basic Charter Charges | 11 |
| 21. | Accessorial Charges | 12 |
| 22. | Application of Rates and Charges | 12 |
| | TABLE I: CARRIER'S BASES | 13 |
| | TABLE II: RATES, CHARGES, MINIMUMS | 14 |

2. Definitions In this tariff

- a) "animals" includes reptiles, fish, birds, poultry, insects and worms;
- b) "baggage" means luggage or such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his flight;
- c) "base" means any of carrier's licensed bases and such other points as are designated by carrier in this tariff;
- d) "carrier" means Fireweed Helicopters Ltd., and where the context permits, includes its servants and agents, acting within the scope of their employment;
- e) "charter" means an agreement for the supplying by carrier of air service to charterer;
- f) "charterer" means a person, firm, corporation, association partnership or any other legal entity who enters into a charter with carrier for the supplying to him of air service;
- g) "day" means any period of:
6 successive hours October through April
8 successive hours May through September
- h) "flight" means the movement of the aircraft from the point of take-off to the next point of landing;
- i) "goods" means any things that can be transported by air, including animals, but excluding baggage as defined in Rule 2(b);
- j) "liability" means that liability imposed on the Carrier by law whether statutory, common law or otherwise.
- k) "passenger" means a person, other than a member of the aircrew who uses the air carrier's domestic service by boarding the air carrier's aircraft, pursuant to a valid contract.

3. Application of Tariff

- (1) The rules, rates, and charges in this Tariff and in the Tables, annexed hereto, constitute the conditions upon which carrier performs or agrees to perform air services and are as much a part of every contract of air carriage between charterer and carrier as if set out therein.
- (2) The rules, rates and charges that apply to any charter are those in effect on the date the charter commences except that, in cases in which tenders, offer or quotations are called, the rules, rates and charges that apply are those in effect on
 - a) the closing date of the tender, or
 - b) the date the offer or quotation is submitted to the charterer,
 - c) whichever is applicable.

4. Currency

All monetary amounts published in this tariff are stated in terms of lawful currency in Canada.

5. Payment and Adjustment of Charges

- (1) When a charter is cancelled by carrier after commencement, charges will be assessed for the completed portion only;
- (2) No charges will be assessed against charterer, (a) where flights are not completed due to mechanical failure or crew casualties and carrier fails to arrange satisfactory alternative transportation; (b) in respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless charterer, his servant or agent agreed to such flying being done.

6. Substitution of Aircraft

- (1) When, due to causes beyond the control of carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in Paragraphs (2) and (3) of this Rule.
- (2) When the substituted aircraft is capable of a larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the charterer 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 chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft, except that where such rates and charges are higher than those for the original aircraft chartered, the rates and charges for the original aircraft chartered will apply.

7. Operation, Interruption or Cancellation of Charter Flights

- (1) Carrier shall have exclusive operational control over chartered aircraft, contents and crews thereof. All persons provided transportation on chartered aircraft shall comply with all rules and regulations of carrier, and all persons or property aboard chartered aircraft shall be subject to the authority of the pilot in charge.
- (2) Carrier has the right to cancel or terminate the charter or any flight of a charter at any time or to return to base or to the last point of landing or to divert or to land at an intermediate point when such action is deemed by carrier to be necessary due to unserviceability, weather, or to conditions beyond the control of carrier.

8. Dangerous Articles

- (1) Charterer shall be responsible for complying with the applicable governmental regulations governing the carriage of explosives or other dangerous articles under this tariff.
- (2) Any charterer shipping or attempting to ship such articles in contravention of any Government regulation shall be liable to carrier for all loss or damage directly or indirectly caused thereby, and carrier may store or dispose of such articles at charterer's risk and expense.

9. Refusal of Carriage

- (1) Carrier will refuse to carry any passenger where it has reasonable grounds for believing that the passenger's condition is such as to involve an unusual risk or hazard to himself or to other persons (including – in cases of pregnant passengers – unborn children) or to property.
- (2) Carrier will refuse to carry any articles which it has reasonable grounds for believing would endanger the safety of the aircraft, crew, or other property, or are shipped contrary to any governmental regulations or are liable to cause damage to the aircraft or to persons, baggage or goods on board the aircraft.
- (3) Carrier may refuse to carry improperly packed or otherwise defective baggage or goods.

10. Conditions of Carriage and Acceptance of Goods or Baggage

- (1) Passengers and baggage or goods will be carried within space and weight limitations of the aircraft.

- (2) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (3) 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.
- (4) 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:
- (i) Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/license 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.
 - (ii) Explosives, munitions, corrosives and articles which easily ignite.
 - (i) 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 airplane.

(5) 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.

(6) Acceptance of children

- a) 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.
- b) Ages 8 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his 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.

- c) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

11. Liability for Delay

The carrier will not be liable for delay either before the flight is commenced or at any time during the charter due to weather unserviceability or to conditions beyond the control of the carrier.

12. Liability of Carrier

- (1) The liability of carrier in respect of the death or injury to a passenger is limited to the sum of \$300,000.00. A Carrier may, by agreement with charterer, increase carrier's limit of liability above the amount provided in paragraph (1) but charterer, in such case, shall reimburse carrier for any additional insurance premiums paid by carrier as a result of such increase in carrier's limit of liability.
- (2) In respect of any passenger whose condition is such as to involve an unusual risk or hazard, carrier is not liable for any loss or damage which would not have been sustained but for the age or mental or physical condition of such passenger, including - in the case of pregnant passenger any injury, illness or disability sustained by an unborn child.
- (3) Where the air carrier would otherwise be liable in respect of the death or injury of a passenger carried for hire, sustained during the operations of flight embarkation or disembarkation or at any time while the passenger is aboard the aircraft, the liability of the air carrier shall not be limited
- (4) in respect of each passenger below the minimum per passenger amount of passenger liability insurance or security stipulated in sub-paragraph (1) above; PROVIDED that this provision shall not apply in respect of any passenger whose condition is such as to involve an unusual risk or hazard in regard to loss or damage which would not have been sustained but for the age or 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.
- (5) The liability of carrier in respect of loss of, or damage to baggage, whether occasioned by the act, neglect, or default of the carrier or not, is limited to the sum of \$100.00 per passenger.
- (6) Notwithstanding paragraph (4), the liability of carrier is limited to the declared value of baggage when charterer:
 - a) has declared a value of the baggage in an amount in excess of the limit specified in paragraph (4) per passenger for any one or more passengers; and
 - b) has paid an additional charge of \$1.00 per \$100.00 or fraction thereof for the excess amount.

- (7) The Liability of carrier in respect of loss of, or damage to goods - whether occasioned by the act, neglect or default of carrier or not - is limited to sum of \$0.50 per pound.
- (8) Notwithstanding paragraph (6), the liability of carrier is limited to the declared value of goods carried internally when charterer:
- a) has declared a value of the goods in an amount exceeding \$0.50 per pound; and
 - b) has paid an additional charge of \$1.00 per \$100.00 or fraction thereof for the excess amount.
- (9) Notwithstanding paragraphs (4) to (7), the carrier is not liable, in respect to the loss of, or damage to, any underslung goods - whether occasioned by the act, neglect or default of carrier or not. - Any underslung goods must be self-insured.

13. Limitation of Action

- (1) No action may be maintained against carrier for injury to, or for any delay in carriage of, any passenger unless the action is commenced within one year of such occurrence.
- (2) No action may be maintained against carrier for loss of or damage to, or delay of baggage or goods, unless notice of the claim shall have been presented in writing to the head office of carrier within thirty days (or such further period as a Court may decide in view of all the circumstances to be reasonable) after the concurrence of such loss, damage, or delay, and unless the action is commenced within one year of such occurrence.

14. Crews Expenses

Charterer will be required to provide or pay for accommodation and meals, and in addition, ground transportation between aircraft and living quarters at the operating site when carrier's personnel are away from base.

15. Additional Charges for Fuel and Oil

- (1) The provision of fuel and oil shall be the responsibility of charterer.
- (2) Where the charterer requests the carrier to provide fuel and oil, the costs thereof (including but not limited to fuel and oil, containers, transportation, pumping equipment) will be charged to the charterer.

16. Continuance of Term Charters

- (1) When prior to its termination any term charter is extended the minimum charge for the charter will be recalculated and based on the charge which would have applied had the original charter included the period of the extension.
- (2) When any term charter terminates without any prior extension thereof and charterer continues to use the aircraft, the rates and charges applicable during continued use of the aircraft will be "short term" rates and minimums published in Table II.

17. Determination of Flight Time

- (1) Hours and minutes flown will be computed from the time the aircraft commences taxiing or hovering (skids up) until the aircraft ceases to hover or taxi and returns to ground idle power after landing; provided always that a minimum flight time of twelve minutes (0.2 of an hour) will be assessed on each flight.

Exception: If operations involve a continuous succession of flights, each of twelve minutes or less duration without the engine being shut down between such flights, flying time will be computed from the time the aircraft commences taxiing or hovering for the first flight until the aircraft ceases to hover and taxi after the final landing.

- (2) When computing charges, fractions of an hour will be rounded off to the nearest multiple of six minutes and expressed as decimals of an hour.

18. Transportation of Carrier's Personnel, Equipment and Spare Parts

- (1) The charterer shall provide or pay for the transportation, if any, of the carrier's personnel, equipment and spare parts required for the purposes of the charter.
- (2) The charterer shall provide or pay for the transportation of
 - a) the carrier's personnel replaced at the request of the charterer and replacements therefor;
 - b) the carrier's additional personnel, equipment and spare parts where the charterer and the carrier agree that the requirement thereof could not have been reasonably foreseen and provided for in the initial outbound movement; and
 - c) the carrier's personnel when on rotation for vacation purposes, which transportation shall be limited to:
 - i. travel between the operating site of the personnel and the nearest licensed base of the carrier set out in Table I, and
 - ii. once in every thirty day period on charter.

19. Minimum Charges

- (1) On charters of less than one day where the actual flying time is less than the published Daily Minimum hours, the Charterer may be assessed a "Holding Time" charge, at 50% of the applicable rate per hour as published in Table II, for all holding time in excess of free holding time, to a maximum total charge (flying plus holding time) equivalent to the daily minimum. "Free Holding Time" is time equal to the hours actually flown in a day, to a maximum of 4 hours per day.
- (2) The minimum charge for flying on term charters will be the amount computed by adding the minimum hours for the number of days the aircraft is on the term charter and multiplying the total by the rate per hour.

20. Basic Charter Charges

Basic Charter charges will be,

- a) the charges for performing the work of the charter computed by multiplying the applicable rate per hour by the hours flown performing such work; plus,
- b) the charges for positioning the aircraft prior the commencement of the charter work computed by multiplying the applicable rate per hour by the lesser of the flight time, if any,
 - i. from carrier's base named herein at which the chartered aircraft is shown as available nearest to the place from which the work of the charter is to be performed to the place at which the work of the charter is to be performed; or,
 - ii. from the place at which the chartered aircraft is actually located at the time the charter is requested by charterer or an offer is made by carrier, to the place from which the work of the charter is to be performed; plus,
- c) the charges for repositioning the aircraft after completion of the charter work computed by multiplying the applicable rate per hour by the lesser of the flight time, if any,
 - i. to return the aircraft from the place at which the work of the charter terminated to the carrier's base named herein nearest to the place at which the work of the charter commenced; or,
 - ii. the flight time actually performed where the carrier elects to position the aircraft at another base of carrier; or to position the aircraft at the point at which another charter is to commence; or to position the aircraft at the point at which the aircraft is necessarily required for carrier's operational reason.

- d) When the flight time for positioning or repositioning the aircraft is calculated from and to carrier's base under the provisions of subparagraphs (a) and (c) above but the chartered aircraft is positioned from or de-positioned to some place other than carrier's base, the flight time between the carrier's base and the point of origination or termination of the charter will be computed as follows: divide the distance between the carrier's base and the point of origination or termination of the charter measured in a straight line on standard eight miles to one inch aeronautical charts, National Topographic series as issued by the Department of Energy, Mines and Resources, Ottawa, Canada, by the block speeds shown in the Tables of Rates and Charges.

21. Accessorial Charges

(1) Charterer is liable for

- a) reimbursement to carrier of monies disbursed by carrier on his behalf and at his request;
- b) costs of loading or unloading aircraft away from carrier's base;
- c) costs of ground transportation of charterer's personnel, baggage or goods by carrier on behalf and at request of charterer;
- d) storage charges;
- e) the cost of facilities or services required for aircraft operation which are normally provided by carrier at his base and which are not available at the charterer's operating site;
- f) the cost of special services, equipment or personnel requested from the carrier and not specifically provided for herein;
- g) the cost of aircraft modifications requested by charterer;
- h) the costs of transporting the aircraft when it is shipped to the operating site of the charter; and
- i) each day the aircraft is under modification as provided in sub-paragraph (g) or being dismantled, transported assembled, flight tested or awaiting transportation under sub-paragraph (h),
 - i. the minimum hours per day, and

22. Application of Rates and Charges

(1) Application

Applicable rates and charges will be those in effect in all zones in which each flight originates.

ISSUED:
01 June 2018

ISSUED BY:
Bruno Meili, President

EFFECTIVE:
01 June 2018

TABLE I: CARRIER'S BASES

(see Definition Rule 2)

BASES

WHITEHORSE – YUKON
and
ALL OTHER POINTS OF OPERATION IN CANADA

AIRCRAFT

Bell 206 B
Bell 206 LR
Bell 206 L4
Bell 407
Bell 204
MD 500
MD 520N

TABLE II: RATES, CHARGES, MINIMUMS

(Excludes cost of fuel, oil and taxes)

APPLICATION OF RATES & MINIMUMS

| <u>AIRCRAFT TYPE</u> | <u>RATES PER HOUR</u> | <u>FUEL PER HOUR</u> | <u>SPEED</u> |
|----------------------|-----------------------|----------------------|--------------|
| BELL 206B | \$1185.00 | 114 L | 110 MPH |
| BELL 206LR | \$1350.00 | 135 L | 120 MPH |
| BELL 206L4 | \$1790.00 | 165 L | 120 MPH |
| BELL 407 | \$2125.00 | 190 L | 145 MPH |
| BELL 204C | \$2615.00 | 350 L | 115 MPH |
| MD 500 | \$1150.00 | 130 L | 120 MPH |
| MD 520N | \$1360.00 | 140 L | 135 MPH |

MINIMUM DAILY CHARGES (HOURS):

| | |
|------------------|------------|
| January | 3.0 |
| February | 3.0 |
| March | 3.0 |
| April | 3.0 |
| May | 4.0 |
| June | 4.0 |
| July | 4.0 |
| August | 4.0 |
| September | 4.0 |
| October | 3.0 |
| November | 3.0 |
| December | 3.0 |

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01 June 2018ISSUED BY:
Bruno Meili, PresidentEFFECTIVE:
01 June 2018