



# **WINGS**

**OVER KISSISSING**

**International Tariff**

# INTERNATIONAL CHARTER TARIFF

CONTAINING

## **RULES, RATES AND CHARGES**

APPLICABLE

TO THE CHARTER OF AIRCRAFT

FOR THE

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN

POINTS IN CANADA ON THE ONE HAND

AND

POINTS OUTSIDE CANADA ON THE OTHER HAND

for

Advance Booking Charters

Inclusive Tour Charters

Common Purpose Charters

### **ISSUED BY**

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signature

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3

ISSUE DATE

*02/29/2016*

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## Check Sheet

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

Page Number	Number of Revision	Page Number	Number of Revision
Title Page	Amendment 1		
1	Amendment 1	13	Original
2	Original	14	Original
3	Original	15	Original
4	Original	16	Original
5	Original	17	Original
6	Original	18	Original
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## Explanation of Abbreviations, Reference Marks and Symbols

CTA .....	Canadian Transportation Agency
Cont'd .....	Continued
IATA .....	International Air Transport Association
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
WoK.....	Wings over Kississing

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# RULE 1

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## DEFINITIONS

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

**"ABC/ITC"** means a passenger charter flight on which both advance booking passengers and inclusive tour participants are carried.

**"Accommodation"** means sleeping facilities provided on a commercial basis to the general public.

**"Advance Booking Charter"** or **"ABC"** means a round-trip international charter originating in Canada operated by one or two licensed air carriers under a contract with a charterer or contracts with charterers, where

- (a) one charterer, all the charterers or a combination of charterers and foreign origin charterers contract for the entire passenger seating capacity of the aircraft for hire to the public;
- (b) if the passenger seating capacity of the aircraft is at least 20 passenger seats, each charterer and each foreign origin charter contracting for passenger seats contracts for at least 20 passenger seats for hire to the public; and
- (c) if the passenger seating capacity of the aircraft is less than 20 passenger seats, one charterer charters the entire passenger seating capacity of the aircraft for hire to the public.

**"Baggage"** which is equivalent to luggage means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the passenger trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

**"Canada"** means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

**"Cargo"** means any goods except mail other than in plane load lots, and baggage that can be transported by charter transportation.

**"Carriage"** which is equivalent to transportation means carriage of passengers, baggage or cargo by air, gratuitously or for hire.

**"Carrier"** means Kississing Lake Lodge Ltd. c/o/b as Wings over Kississing.

**"Charter Flight"** means the movement of an aircraft transporting the charterer's passengers, baggage or goods from the point of take off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3

**"Charter Contract"** means a contract entered into between carrier and the charterer(s) for the provision by the carrier of Charter Commercial Air Services.

**"Charterer"** means a person, association, partnership, company, corporation or other legal entity which makes with the carrier a charter contract to which this tariff applies.

**"Common Purpose Charter"** or **"CPC"** means a return passenger charter originating in Canada where one or more charterers contract for the entire passenger seating capacity of an aircraft in order to provide air transportation at a price per seat:

- (a) to and from a CPC event, or
- (b) in connection with a CPC educational program.

**"Complete Capacity"** means the whole of the traffic payload carrying capacity of an aircraft.

**"CPC Educational Program"** means a program for educational purposes organized for the exclusive benefit of full-time elementary or secondary school students, or both.

**"CPC Event"** means a presentation, performance, exhibition, competition, gathering or activity that

- (a) is of apparent and considerable significance unrelated to the general interest inherent in travel, and
- (b) is not being created or organized for the primary purpose of generating charter air traffic.

**"Destination"** means the point to which the passengers or goods to be transported on a charter flight are bound.

**"Entity Charter"** means a charter in which

- (a) the cost of transportation of passengers or goods is paid by one person, company or organization without any contribution, direct or indirect, from any other person, and
- (b) no charge or other financial obligation is imposed on any passenger as a condition of carriage or otherwise in connection with the trip.

**"Ferry Flight"** means the movement of an aircraft without the charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.

**"Goods"** means anything that can be transported by air, including animals, but excluding mail, other than in plane load lots, and baggage.

**"Inclusive Tour"** or **"Tour"** means a round or circle trip performed in whole or in part by air for an inclusive tour price for the period the participants are away from the starting point of the journey.

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**"Inclusive Tour Charter"** or **"ITC"** means a charter under which an air carrier contracts with one or more tour operators to charter the entire passenger seating capacity of an aircraft, for resale by the tour operator or operators at an inclusive tour price per seat.

**"Inclusive Tour Price"** includes, for a participant in an inclusive tour, charges made for

- (a) transportation,
- (b) accommodation, and
- (c) where applicable, tour features.

**"Montreal Convention"** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, May 28, 1999.

**"Origin"** means the point from which a charter flight commences with the passengers or goods to be transported.

**"Passenger"** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a charter contract.

**"Price per Seat"** means the amount, expressed in Canadian dollars, by the payment of which round-trip air transportation may be purchased from a charterer or his agent for a passenger on an ABC or a CPC.

**"Route"** means the one-way total mileage from the point of origin to the point of outbound destination via any point of layover or stopover, or the total one-way mileage from the point of outbound destination to the point of origin via any point of layover or stopover.

**"SDR"** means Special Drawing Rights issued by the International Monetary Fund.

**"Tour Features"** means all goods, services, facilities and benefits, other than accommodation and transportation, that are included in an ITC program at the inclusive tour price or made available to tour participants as optional extras at an additional charge.

**"Tour Operator"** means a charterer with whom an air carrier has contracted to charter an aircraft in whole or in part for the purpose of operating an inclusive tour.

**"Transportation"**, in respect of an inclusive tour, means the transport of the tour participants and their personal baggage by air or other modes between

- (a) all points in the tour itinerary, and
- (b) airports or surface terminals and the location where accommodation is provided in the tour itinerary other than the point of origin.

**"Unruly Passenger"** means a passenger who fails to respect the rules of conduct at point of departure or on board an aircraft or to follow the instructions of the air operator staff or crew members and thereby disturbs the good order and discipline at the point of departure or on board the aircraft.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 3



"**United States of America**" means the states of the United States of America and its territories and possessions.

"**Warsaw Convention**" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

## RULE 2

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### APPLICATION OF TARIFF

- (a) This tariff is applicable to the transportation of passengers and their baggage or goods in charter service using aircraft operated by Kississing Lake Lodge, Ltd. D.B.A. **Wings over Kississing**.
- (b) Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by Kississing Lake Lodge, Ltd. D.B.A. **Wings over Kississing**, is executed by the charterer and **Wings over Kississing**.
- (c) Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement (except that the charter price shall be subject to fuel surcharges in effect on the date the transportation commences from the point of origin of each flight).
- (d) The contents of this tariff form part of the charter contract between the carrier and the charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).
- (e) Notwithstanding Rule 2(c), when the charterer and the carrier agree to amend a contract for a series of flights within the original period of the contract, the tariff in effect at the time of signing of the original contract shall apply.
- (f) Any airport or air transportation tax imposed by any government authority is not included in the charter rates and charges published herein.

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## RULE 3

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### *CURRENCY*

Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

## RULE 4

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### *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 shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule, as published in the following sources in the order listed below:

- (a) MapSource©, published by Garmin Ltd;
- (b) Air Distance Manual, published jointly by International Air Transport Association and International Aeradio Limited;
- (c) IATA Mileage Manual, published by the International Air Transport Association;
- (d) And/or combination thereof.

## RULE 5

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### *COMPUTATION OF CHARGES*

The total charter price payable by the charterer shall be the sum of the following:

- (a) (Applicable to Entity Charters only)
  - i. An amount determined by multiplying the distance of the charter flight(s) determined in accordance with Rule 4 herein, times the applicable charter rate

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per mile shown in the Table of Charges, or, where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable charter rate per hour shown in the Table of Charges, provided that the charge per charter flight shall not be lower than the minimum charge per charter flight shown in the Table of Charges; plus

- ii. 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 the Table of Charges, or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour shown in the Table of Charges, provided that the charge per ferry flight shall not be lower than the minimum charge per ferry flight shown in the Table of Charges.

(b) (Not applicable to Entity Charters)

- i. An amount obtained by multiplying the distance of the charter flight(s), determined in accordance with Rule 4 herein, times the applicable charter rate per seat mile shown in the Table of Charges, the result of which is multiplied by the total passenger seating capacity of the chartered aircraft; plus
- ii. 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 seat mile shown in the Table of Charges, the result of which is multiplied by the total passenger seating capacity of the chartered aircraft.

(c) Fuel consumed in the performance of a charter shall be charged to the charterer in the amount by which the cost per litre to the carrier in Canadian currency exceeds \$0.00.

(d) Layover charges, if any, as set forth in the Table of Charges will be assessed by the carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of the free waiting time.

(e) (Applicable to Entity Charters only)

Taxiing charges, if any, for the time required to transport passenger and baggage or goods of a charterer by taxiing from point to point on a supporting surface calculated by multiplying the time required by the charter rate per hour shown in the Table of Charges.

(f) Valuation charges, if any, in accordance with Rule 10.

(g) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for crew whenever the nature of the charter

- requires said crew to live away from the place at which they are normally based for a period in excess of 6 hours.
- (h) The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.
- (i) The actual cost of any special or accessorial services performed or provided at the request of the charterer.
- (j) Any cost or expense for Customs and Immigration services incurred by the carrier in the performance of the charter contract.

## RULE 6

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### CONDITIONS OF CARRIAGE

(a) **Space and Weight Limitations**

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

(b) **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).

(c) **Transportation of a Person with a Disability**

The carrier will make its best effort to accommodate passengers with disabilities including their attendants, service animals or other mobility aids on the 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.

(d) **Refusal to Transport**

- i. 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.
- ii. 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

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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.

(e) **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:

- 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 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.

(f) **Capacity Limitations**

The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized.

Any space not utilized by the charterer may, with the written concurrence of the charterer, be used by the carrier for the transportation of the carrier's own personnel or cargo or for employees of another air carrier travelling pursuant to a pass interchange agreement.

(g) **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.

(h) **Acceptance of Children**

- i. 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.

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

## RULE 7

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### ACCEPTANCE OF BAGGAGE OR GOODS

- (a) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- (b) 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 the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- (c) 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 required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this Subparagraph do not apply to Officers of the Law travelling in line of duty and carrying legally prescribed sidearms or other similar weapons.
  - ii. Explosives, munitions, corrosives and articles which easily ignite.
  - iii. (\*)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.

(\*) Not applicable to service animals.

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- iv. Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.

## RULE 8

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### 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.

## RULE 9

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### LIMITATION OF LIABILITY – PASSENGERS

#### ***For travel governed by the Montreal Convention***

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For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

#### ***For travel governed by the Warsaw Convention***

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Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention. However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

#### ***For travel governed by either the Montreal Convention or the Warsaw Convention***

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Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

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# RULE 10

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## LIMITATION OF LIABILITY – BAGGAGE or GOODS and EXCESS VALUATION CHARGES

### ***For travel governed by the Montreal Convention***

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For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

*NOTE: Notwithstanding the normal carrier liability, as contained in this Rule, the limit of liability will be waived for 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. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.*

### ***For travel governed by the Warsaw Convention***

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Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule.

Regarding objects of which the passenger takes charge himself/herself the liability of the carrier is limited to 5,000 francs per passenger.

*NOTE: Notwithstanding the normal carrier liability, as contained in this Rule, the limit of liability will be waived for 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. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.*

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

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The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the Carriage by Air Act, R.S., c. C-26. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

*NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$33.00 and 5,000 francs convert to approximately CAD \$660.00. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.*

***For travel governed by either the Montreal Convention or the Warsaw Convention***

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If the passenger or charterer does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

- (a) The amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";
- (b) No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- (c) For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD \$5.00 for each CAD \$100.00 or fraction thereof.

Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within

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seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within twenty-one days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

## RULE 11

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### *LIMITATION OF LIABILITY – SERVICE ANIMALS*

Should injury to or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, for medical care, or, replacement of the animal.

## RULE 12

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### *SUBSTITUTION OF AIRCRAFT*

- (a) When, due to causes beyond the control of the carrier, the aircraft contracted for 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 the charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).
- (b) 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.
- (c) 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.

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## RULE 13

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### *PAYMENT REQUIREMENTS*

- (a) Payments for a charter 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) Charter flights must be paid for prior to departure unless the customer holds an approved account in good standing with Wings over Kississing. When payment cannot be made prior to departure (i.e. customer requiring service at a remote location) the charter customer may make acceptable arrangements for payment to be made after services are rendered. Charter flights for customers who hold an account in good standing will be invoiced and payment will be due as per the terms of the account agreement.
- (c) Payment will be accepted in the form of cash, VISA, MasterCard or certified cheques.

## RULE 14

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### *CANCELLATION CHARGES*

- (a) When the cancellation is made 24 hours or more prior to the planned departure, no cancellation charges shall be levied.
- (b) When the cancellation is made less than 24 hours prior to the planned departure of the first flight, 10% of the total air transportation contract price will be retained by the carrier.

## RULE 15

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### TICKETS

Wings over Kississing 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.

## RULE 16

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### PASSENGER RE-ROUTING

Wings over Kississing 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 17

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### DENIED BOARDING COMPENSATION

- (a) Wings over Kississing does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.
- (b) Unruly passengers as described in Rule 1 who are denied boarding will not be offered compensation.

*IATA has established the following non-exhaustive list of examples of "unruly/disruptive" behaviours on board:*

- *Illegal consumption of narcotics;*
- *Refusal to comply with safety instructions; (examples include not following Cabin Crew requests, e.g., instructions to fasten a seat belt, not to smoke, turn off a portable electronic device or disrupting the safety briefings);*
- *Verbal confrontation with crew members or other passengers;*
- *Physical confrontation with crew members or other passengers;*
- *Uncooperative passenger (examples include interfering with the crew's duties, refusing to board or instructions to board or leave the aircraft);*
- *Making threats (includes all types of threats, whether directed against a person, e.g., threat to injure someone, or intended to cause confusion and chaos, such as*

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- statements referring to a bomb threat, or simply any threatening behaviour that could affect the safety of the crew, passengers and aircraft);*
- *Sexual abuse / harassment; and*
  - *Other type of riotous behaviour. (examples include: screaming, annoying behaviour, kicking and banging heads on seat backs)*

## RULE 18

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### GROUND TRANSPORTATION

The tolls published in this tariff do not include ground transportation. The carrier does not maintain, operate or provide ground transportation between airports or between airports and city centres. Any such services are performed by independent contractors who are not and shall not be deemed to be the agents or employees of the carrier. The carrier shall not be liable for the acts or omissions of such independent contractors or anything done by an employee, agent or a representative of the carrier in making arrangements for such ground transportation. The costs of ground transportation shall be payable by the charterer.

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**TABLE "A"**  
**RATES AND CHARGES FOR ENTITY CHARTERS**  
(in Canadian Currency)

*Please see the Appendix for Wings over Kississing's rates and charges (per mile and per hour).*

*The Appendix is only available in printed format at the main base (Channing, MB).*

*For information on current rates, please contact our Flight Booking Centre at [flightbookings@wingsoverkississing.com](mailto:flightbookings@wingsoverkississing.com) or 1-855-435-9965 and request a quote.*

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**TABLE "B"**  
**RATES AND CHARGES FOR CHARTERS OTHER THAN ENTITY**  
(In Canadian Currency)

*Not Applicable*

*(Intentionally left blank)*

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**TABLE "C"**  
**FUEL SURCHARGES**  
(In Canadian Currency)

*Please see the Appendix for Wings over Kississing's layover charges, which can be found under "Holding charge/hour"*

*The Appendix is only available in printed format at the main base (Channing, MB).*

*For information on current rates, please contact our Flight Booking Centre at [flightbookings@wingsoverkississing.com](mailto:flightbookings@wingsoverkississing.com) or 1-855-435-9965 and request a quote.*

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**TABLE "D"**  
**LAYOVER CHARGES**  
(In Canadian Currency)

*Please see the Appendix for Wings over Kississing's layover charges, which can be found under "Holding charge/hour"*

*The Appendix is only available in printed format at the main base (Channing, MB).*

*For information on current rates, please contact our Flight Booking Centre at [flightbookings@wingsoverkississing.com](mailto:flightbookings@wingsoverkississing.com) or 1-855-435-9965 and request a quote.*

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