

# DOMESTIC TARIFF

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

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*April 2, 2026*

EFFECTIVE DATE

*April 2, 2026*

CHECK SHEET

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

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EXPLANATION OF ABBREVIATIONS,  
REFERENCE MARKS AND SYMBOLS

Symbol / Abbreviation	Explanation
\$	Canadian Dollar(s)
[A]	Denotes Increases
[R]	Denotes Reductions
[C]	Denotes Changes which result in neither increases nor reductions
[X]	Denotes Cancellation
[N]	Denotes Addition
AOG	Aircraft on Ground (Unscheduled Maintenance)
APPR	Air Passenger Protection Regulations
CAD	Canadian Dollars
Cont'd	Continued
CTA	Canadian Transportation Agency
ETA / ETD	Estimated Time of Arrival / Estimated Time of Departure
HST / GST	Harmonized Sales Tax / Goods and Services Tax
kg / lbs	Kilograms / Pounds
N/A	Not Applicable
No.	Number
PAX	Passenger(s)
PIC	Pilot-in-Command
VFR	Visual Flight Rules

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## RULE 1. DEFINITIONS

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

**"Baggage"** means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight.

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

**"Carrier"** means Skyhigh Toronto Flight Tours Inc.

**"Live Flight"** means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

**"Charterer"** means a person, firm, corporation, association, partnership, or other legal entity who contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

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

**"Ferry Flight"** means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

**"Goods"** means anything that can be transported by air including animals.

**"Origin"** means the point from which a flight commences with payload to be transported.

**"Passenger"** means a person, other than a member of the air crew who uses the air carrier's domestic service by boarding the air carrier's aircraft pursuant to a valid contract.

**"Traffic"** means any passengers or goods that are transported by air.

## **RULE 2. APPLICATION OF TARIFF**

- 1) In accordance with Section 86.11(4) of the Canada Transportation Act, the carrier's obligations set out in the Air Passenger Protection Regulations (APPR) are deemed to form part of the terms and conditions of this tariff.
- 2) If any provision of this tariff provides more advantageous terms to the passenger than the APPR, the more advantageous term shall prevail.
- 3) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Skyhigh Toronto Flight Tours Inc.
- 4) 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 Skyhigh Toronto Flight Tours Inc. is executed by the charterer and the carrier.
- 5) 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.
- 6) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.
- 7) Carrier Classification: Skyhigh Toronto Flight Tours Inc. is a "Small Carrier" as defined in the Air Passenger Protection Regulations. The carrier's obligations for compensation and passenger assistance are governed by the standards applicable to small carriers.

## **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.

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## **RULE 4. DETERMINATION OF FLIGHT TIME**

(1) Measurement of Time (Block Time): Air transportation charges shall be calculated based on the total "Block Time" of the aircraft. Block time is defined as the total time elapsed from the moment the aircraft engine is started for the purpose of departure until the moment the engine is shut down at the destination or point of arrival.

(2) Official Record: The official record of flight time for billing purposes shall be the timekeeping notes recorded by the Pilot-in-Command (PIC). In the event of a billing dispute, the aircraft's official Journey Log shall be considered the final and binding authority.

(3) Calculation of Fractions: Flight time is calculated in hours and fractions thereof, rounded to the nearest tenth of an hour (e.g., 0.1 hour = 6 minutes).

(4) Operational Variables: The calculated flight time accounts for all necessary operational phases, including but not limited to:

- a) Ground taxiing and engine warm-up.
- b) Air Traffic Control (ATC) delays or routing requirements.
- c) Weather-related deviations or speed adjustments.

(5) Commitment to Efficiency: Skyhigh Toronto is committed to providing the most efficient transportation possible. The Pilot-in-Command will utilize the most direct routing and optimal airspeeds available to complete the flight in a timely manner, subject only to the requirements of safety and ATC instructions.

## **RULE 5. COMPUTATION OF CHARGES**

The total price payable by the customer for the air service shall be the sum of the following components:

(1) Flight Time Charges: An amount determined by multiplying the total flight time (Block Time as defined in Rule 4) by the applicable hourly rate shown in Table "A".

(2) Payment Schedule:

- a) Booking Deposit: A non-refundable deposit of 50% of the estimated flight cost is required to secure the aircraft, date and time of departure.
- b) Pre-Flight Balance: The remaining 50% of the estimated flight cost must be paid in full at least 24 hours prior to engine start or as agreed upon with the charterer.

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(3) Post-Flight Reconciliation: Within 72 hours of flight completion, the carrier will perform a final reconciliation based on the actual flight time recorded by the Pilot-in-Command and any additional expenses.

- a) Credits: If the actual flight time was less than the estimated quote, the difference will be credited or refunded to the customer.
- b) Overages: If the actual flight time exceeded the estimate due to weather, ATC, or customer request, the customer will be invoiced for the additional time at the applicable hourly rate.

(4) Additional Incurred Expenses: The customer is responsible for the actual cost of out-of-pocket expenses required to execute the flight, which will be added to the final reconciliation. These include:

- a) Airport landing fees, ramp fees, and facility charges.
- b) Passenger handling or FBO fees.
- c) Mandatory de-icing or anti-icing services.
- d) Crew accommodation and meals if the flight requires an overnight stay.

(5) Minimum Charge: All flights are subject to a minimum flight time charge of 1.0 hour, as set out in Table "A".

## **RULE 6. CONDITIONS OF CARRIAGE**

### **6.1 ACCEPTANCE OF CHILDREN**

(1) Mandatory Accompaniment: Passengers under 16 years of age are accepted for transportation only when accompanied on the same flight by a parent or legal guardian at least 18 years of age.

(2) Mandatory Use of Child Restraint Systems (CRS): To ensure safety, any passenger meeting either of the following criteria must be secured in an approved CRS for all phases of flight:

- a) Weighing less than 40 lbs (18 kg); OR
- b) Measuring less than 49 inches (125 cm) in height.

(3) Carrier-Provided CRS:

- a) Skyhigh Toronto provides an approved CRS for use on company aircraft at no additional charge.
- b) The request for a carrier-provided CRS must be made at the time of booking to ensure proper weight and balance planning.
- c) The Pilot-in-Command (PIC) is responsible for the proper installation of the carrier-provided CRS in accordance with the Company Operations Manual (COM).

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**(4) Passenger-Provided CRS:**

- a) Passengers may choose to provide their own CRS, provided it bears the mandatory CMVSS 213 / 213.1 or US FMVSS 213 labels for aircraft use.
- b) The PIC reserves the right to inspect any passenger-provided CRS for condition and compliance. If the CRS is found to be expired, damaged, or lacking proper aviation stamps, the passenger must use the carrier-provided equipment.
- c) For safety and insurance purposes, the PIC will perform or supervise the installation of the passenger-provided CRS to ensure it does not obstruct emergency exits or cabin movement.

(5) Prohibited Devices: Booster seats, vests, and supplementary "belly belts" are strictly prohibited for use on board.

(6) Seating Proximity: In accordance with the Air Passenger Protection Regulations, children under 14 will be seated adjacent to their guardian.

(7) Pilot Authority: The Pilot-in-Command has the final authority to verify passenger height/weight and to deny boarding to any person if safety requirements regarding child restraints cannot be met.

**6.2 EXEMPTION FROM LIABILITY (FORCE MAJEURE)**

(1) General Exemption: Subject to the limits of liability contained in this tariff and the Air Passenger Protection Regulations (APPR), the carrier is exempt from liability for any failure to perform its obligations under the charter agreement arising from:

- a) Labor Disputes: Strikes or lockouts, whether involving the carrier's employees or others (e.g., FBO staff, fuelers, or ATC).
- b) Force Majeure: Any cause beyond the reasonable control of the carrier, including but not limited to: "Acts of God" (severe weather, lightning, floods), pandemics, war, or civil unrest.
- c) Governmental Action: Refusal or delay by a government or public body to grant necessary clearances, licenses, or permissions (e.g., a "ground stop" ordered by NAV CANADA).

(2) Mechanical Failure: The carrier is exempt from liability for delays or cancellations caused by an unexpected mechanical failure of the aircraft or its components, provided the aircraft was maintained according to Transport Canada standards.

(3) Limitation of Consequential Damages: The carrier's liability is strictly limited to the refund or credit of the flight price as defined in Rule 15. The carrier is not liable for any "consequential" or "indirect" damages resulting from a delay or cancellation, including but not limited to:

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- a) Missed connecting travel (flights, trains, cruises).
- b) Lost wages or business opportunities.
- c) Cost of alternative accommodation or meals (unless specifically required by APPR for reasons within carrier control).
- d) Missed events (weddings, dinners, concerts).

(4) Best Efforts for Completion: In the event of a cancellation or delay covered by this rule, Skyhigh Toronto will use its best efforts to fulfill its obligations, which may include offering a reschedule or providing a full refund of the deposit. However, the carrier is not obligated to provide alternate means of transport (e.g., a limousine or a different airline) at its own expense.

### **6.3 MEDICAL CLEARANCE**

(1) Right to Request Clearance: The carrier reserves the right to require a written medical clearance from the passenger's own qualified physician if the passenger's physical or mental condition appears to involve an unusual risk or hazard to themselves, other passengers, or the safety of the flight.

(2) Physical Requirements for Boarding:

Passengers must be able to:

- a) Physically negotiate the boarding process, which may include stepping onto a wing-step and maneuvering into a restricted cabin space.
- b) Occupy a standard aircraft seat and remain properly secured by a seatbelt/shoulder harness for the duration of the flight.

(3) Pregnant Passengers:

- a) Passengers may travel up to their 36th week of pregnancy without a medical certificate.
- b) Travel after the 36th week is permitted only if the passenger provides a written statement from their physician, dated within 72 hours of departure, stating they are fit for flight.

(4) Oxygen and Pressure: Passengers are advised that the aircraft is not pressurized. Any passenger with a respiratory or cardiac condition that may be affected by flight at altitudes up to 10,000 feet MSL is responsible for obtaining medical advice prior to booking.

(5) Refusal for Safety: The Pilot-in-Command (PIC) has the final authority to refuse transportation to any passenger who, in the PIC's professional judgment, is physically or mentally unfit to fly and whose presence may jeopardize the safety of the aircraft or its occupants.

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**6.4 REFUSAL TO TRANSPORT**

(1) Pilot-in-Command Authority: The Pilot-in-Command (PIC) has the absolute and final authority to deny boarding or remove any person from the aircraft if such action is necessary for the safety of the flight, the crew, or the passengers.

(2) Obligation to Disclose:

- a) Passengers are contractually obligated to disclose any known physical or mental conditions at the time of booking that may affect their ability to fly.
- b) This includes, but is not limited to: severe respiratory issues, recent surgeries, heart conditions, or similar conditions.
- c) Early disclosure allows the carrier to determine if the flight can be conducted safely or if special arrangements are required.

(3) Refusal for Conduct or Intoxication: The carrier will refuse to transport any person who:

- a) Appears to be under the influence of alcohol, cannabis, or any other drug.
- b) Fails to comply with the lawful instructions of the PIC.
- c) Displays aggressive or unruly behavior.

In these cases, the 50% booking deposit is forfeited to the carrier. No refund will be issued.

(4) Medical Refusal & Refund Policy: To prioritize the safety of all occupants, if the PIC determines at the time of departure that a passenger is unfit to fly for medical or physical reasons:

- a) The carrier will issue a full refund of all monies paid (including the deposit).
- b) The carrier may suggest a reschedule if the condition is temporary (e.g., a severe cold or ear infection), but the choice of a refund remains with the passenger.

(5) Illegal Acts: The carrier will refuse to transport any person if the flight would result in a violation of any Canadian law, aviation regulation, or government order. This includes, but is not limited to, airspace closures, lack of required travel documents, or the carriage of illegal contraband.

**6.5 SPACE AND WEIGHT LIMITATIONS**

(1) Operational Capacity: The carriage of passengers, baggage, or goods is strictly subject to the physical space and weight limitations of the aircraft.

(2) Pilot-in-Command Authority: The Pilot-in-Command has final authority over the loading of the aircraft. For safety reasons, the carrier reserves the right to refuse the carriage of any passenger or baggage item if the aircraft's maximum takeoff weight or center-of-gravity limits would be exceeded.

(3) Baggage Constraints: Due to the specific dimensions of the aircraft baggage compartment, the following restrictions apply:

- a) Soft-Sided Bags Only: Passengers are requested to use soft-sided duffel bags or backpacks.
- b) Hard-Shell Luggage: Large, hard-shell suitcases are generally prohibited as they may exceed the physical dimensions of the aircraft's baggage door or compartment.
- c) Weight Disclosure: Passengers are required to provide accurate weights for all baggage at the time of booking.

**6.6 SCHEDULES/DELAYS**

(1) Best Efforts for Dispatch: The carrier shall use its best efforts to transport passengers and baggage with reasonable dispatch. However, the safety of the flight, as determined by the Pilot-in-Command, remains the primary priority and shall take precedence over any scheduled arrival or departure time.

(2) Non-Guaranteed Times: Departure and arrival times indicated in any charter contract, ticket, or marketing material are approximate and provided for planning purposes only. These times are not guaranteed and do not form a part of the contract of carriage.

(3) Schedule Changes: The carrier reserves the right to alter or delay flight schedules without notice due to:

- a) Adverse weather conditions or meteorological hazards;
- b) Air Traffic Control (ATC) requirements or airport operational constraints;
- c) Unforeseen mechanical requirements necessary to ensure the airworthiness of the aircraft; or
- d) Compliance with any government regulation or safety directive.

(4) Tarmac Delays: In the event of a delay on the tarmac after passengers have boarded the aircraft, the Pilot-in-Command will:

- a) Provide urgent medical assistance if required.

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- b) Ensure the cabin is properly ventilated and cooled or heated as required.
- c) Provide access to drinking water and snacks as soon as it is safe to do so.
- d) Disembarkation: If the delay exceeds three (3) hours, the aircraft will return to the gate or boarding area to allow passengers to disembark, unless departure is imminent or return is not possible for safety or Air Traffic Control reasons.

(5) Limitation of Liability: The carrier's liability for a delay or cancellation is limited to the refund or credit provisions set forth in Rule 15. The carrier shall not be liable for any consequential or incidental damages resulting from a delay, including but not limited to the cost of alternative travel arrangements, missed connections, lost wages, or missed personal or business events.

## **RULE 7. CARRIAGE OF PERSONS WITH DISABILITIES**

### **7.1 ACCEPTANCE FOR CARRIAGE**

- a) The carrier will make every reasonable effort to accommodate persons with disabilities and shall not refuse to transport a person solely on the basis of their disability.
- b) In the event that a refusal of carriage is necessary for safety reasons (as defined by Transport Canada or the aircraft's physical limitations), the carrier will provide a written explanation of the decision to the affected person within 10 calendar days of the refusal.

### **7.2 ACCEPTANCE OF DECLARATION OF SELF-RELIANCE**

- a) Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person with a disability that the person is self-reliant.
- b) A "self-reliant" passenger is one who does not require services of a personal nature during a flight, such as assistance with eating, personal hygiene, or the administration of medication.

Note on Aircraft Facilities: Passengers are advised that Carrier's fleet is not equipped with washroom facilities.

### **7.3 ACCEPTANCE OF MOBILITY AIDS**

(1) Priority Carriage of Aids: The carrier will transport the following mobility aids as priority baggage at no additional cost. Where aircraft cabin space and safety

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regulations permit, the carrier will allow the passenger to retain these items at their seat:

- a) Manually-operated wheelchairs: Subject to aircraft design and weight/balance limitations.
- b) Small aids: Walkers, canes, crutches, or braces.
- c) Communication & Medical Devices: Devices to facilitate communication, prostheses, or small medical devices.

(2) Aircraft Design Limitations: If the physical design of the aircraft (such as the dimensions of the baggage door or compartment) does not permit the carriage of a specific mobility aid, the carrier will:

- a) Provide a written explanation for the refusal within 10 days.
- b) Advise the passenger of alternate transportation options they may utilize to transport the aid (e.g., a specialized courier or an alternative carrier with a larger aircraft).

(3) Disassembly and Reassembly: If the aircraft is physically capable of carrying the mobility aid, the carrier will:

- a) Disassemble and package the aid for transportation, provided the passenger or their attendant provides necessary instructions and the task can be performed with standard tools.
- b) Reassemble and return the aid to the passenger promptly upon arrival at the destination.

(4) Tarmac and Boarding Access: Where airport facilities, tarmac conditions, and weather permit, the carrier will allow a passenger to utilize their manually-operated wheelchair to reach the aircraft door or the immediate vicinity of the boarding area to facilitate a safe transfer into the aircraft.

**7.4 ACCEPTANCE OF SERVICE ANIMALS**

(1) Acceptance for Carriage: The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability, provided the animal is:

- a) Properly harnessed; and
- b) Certified in writing as having been trained by a professional service animal institution.

(2) Location and Placement: The placement of a service animal within the cabin is determined by the specific aircraft configuration and the requirement to maintain a safe environment for all occupants.

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- a) The service animal shall be positioned in a location that ensures unobstructed access to emergency exits, aisles, and emergency equipment (such as fire extinguishers).
- b) Depending on the aircraft type and cabin layout, the Pilot-in-Command may require the service animal to be secured on the cabin floor or upon a passenger seat.
- c) The carrier will avoid separating persons with disabilities from their service animals to the extent permitted by safety regulations.

(3) Restraint and Security: Regardless of placement, the service animal must be properly secured for the duration of the flight (including taxi, take-off, and landing) using a restraint system that integrates with the aircraft's safety belt system or floor tie-downs, as applicable.

(4) Capacity and Weight/Balance:

- a) The weight of the service animal must be disclosed at the time of booking to ensure accurate weight and balance calculations for the specific aircraft assigned to the flight.
- b) If the service animal's placement requires the use of a passenger seat, the total passenger capacity for that flight will be reduced accordingly.

(5) Responsibility for Animal: The passenger is responsible for the conduct and hygiene of the service animal. The carrier shall not be liable for any injury to the animal or for any damage caused by the animal to the aircraft interior.

## **7.5 ACCESSIBLE SEATING**

(1) Provision of Accessible Seating: The carrier will provide the person with a disability with the most accessible seat on the aircraft that is appropriate for their specific needs.

(2) Consultation: The carrier will consult with the passenger to determine which seating location best meets their disability-related requirements (e.g., proximity to the entry door, legroom, or ease of transfer).

(3) Safety and Operational Overrides: Notwithstanding Sections (1) and (2), the Pilot-in-Command (PIC) maintains the final authority over seat assignments to ensure:

- a) Weight and Balance: The aircraft remains within its certified center-of-gravity limits for all phases of flight.
- b) Emergency Access: Passengers with limited mobility are not seated in locations where they may obstruct emergency exits or hinder the evacuation of other passengers.
- c) Regulatory Compliance: The seating arrangement complies with all applicable regulations.

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## 7.6 SERVICES TO BE PROVIDED

### 7.6.1 At time of reservation

Communication of Needs: When a passenger identifies themselves as a person with a disability during the reservation process, the carrier shall perform the following actions to ensure a safe and accessible experience:

(1) Description of Equipment and Services: The carrier will provide a detailed description of the equipment and services currently available to accommodate passengers with disabilities based on the specific aircraft assigned to the flight.

(2) Discussion of Accessibility and Limitations: The carrier will engage in a transparent discussion regarding the level of accessibility and any physical limitations that may affect the passenger's journey. This discussion shall include:

- a) The Aircraft: Entry height, door dimensions, and cabin seating configuration.
- b) The Tarmac and Facilities: The nature of the boarding area (e.g., paved vs. unpaved surfaces) and the presence or absence of climate-controlled waiting areas.
- c) Boarding Equipment: The availability (or lack thereof) of specialized boarding equipment such as ramps, lifts, or step-stools.

(3) Confirmation of Services: The carrier will note all agreed-upon accommodations in the reservation record. The carrier will offer to provide a written confirmation of these services to the passenger as soon as possible after the reservation is completed and prior to the flight's departure.

### 7.6.2 At the time of travel

(1) Assistance with Advance Request: Where a request for assistance has been made in advance of travel, the carrier will provide the following services to accommodate the passenger's needs:

- a) Check-in & Boarding: Assistance during the check-in process and throughout the movement to the boarding area.
- b) Boarding and Deplaning: Assistance with the physical process of entering and exiting the aircraft.
- c) Baggage and Mobility Aids: Assistance with the loading, stowing, and unloading of personal baggage and mobility aids.
- d) Transfers: Assistance with transferring the passenger between their mobility aid and the aircraft seat.
- e) In-Flight Support: Inquiring periodically about the needs of passengers who are not independently mobile and providing limited assistance with beverages or snacks (e.g., opening packaging or identifying items).

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- f) Arrival Assistance: Assistance in proceeding from the aircraft to the general public area or to a representative of another carrier for connecting travel.
- (2) **Unscheduled Requests:** If a request for the services listed above is not made in advance of travel, the carrier will make every reasonable effort to provide the requested assistance, subject to staff availability and safety considerations.
- (3) **Limitations on Assistance:** For the safety of both the passenger and carrier personnel:
- a) Carrier personnel are not permitted to provide services of a "personal nature".
  - b) The carrier may be limited in its ability to provide manual lifting assistance if such an action poses a safety risk to personnel or the passenger. In such cases, the use of specialized boarding equipment (where available) or the assistance of a personal attendant may be required.

### 7.6.3 When boarding and deplaning

- (1) **Use of Specialized Equipment:** The carrier will utilize specialized boarding equipment (such as ramps, lifts, or step-stools) whenever possible to assist persons with disabilities in boarding and deplaning the aircraft.
- (2) **Manual Transfer (Hand-Carrying):** As a last recourse, and only when the use of specialized equipment is not possible, a passenger may be manually carried by carrier personnel to enplane or deplane, provided that all of the following conditions are met:
- a) **Inherent Restrictions:** Physical restrictions of the aircraft design or the tarmac environment prevent the use of any other boarding or deplaning method.
  - b) **Passenger Consent:** The passenger explicitly agrees to be manually carried.
  - c) **Safety Assessment:** The Pilot-in-Command determines that the manual transfer can be performed safely without risk of injury to the passenger or carrier personnel.
- (3) **Refusal of Manual Transfer:** If the Pilot-in-Command determines that a manual transfer cannot be performed safely (due to the passenger's weight, the aircraft's entry height, or environmental conditions), the carrier reserves the right to refuse the transfer. In such an event, the carrier will provide a written explanation within 10 calendar days.

## 7.7 LIABILITY OF CARRIER RESPECTING MOBILITY AIDS

Liability for Aids: In the event that a passenger's mobility aid is damaged during transit, or is found to be unavailable upon arrival at the destination, the carrier shall take the following actions:

(1) Provision of Replacement: The carrier will provide the passenger with a suitable replacement mobility aid at no cost to the passenger.

(2) Interim Assistance: If the carrier is unable to promptly provide a suitable replacement aid, the carrier will assist the passenger in locating and securing a suitable temporary replacement aid.

(3) Equitable Resolution: If a suitable replacement aid is not available within a reasonable period of time, the carrier will work in good faith with the passenger to reach an equitable resolution to the situation. This may include, but is not limited to:

- a) Full reimbursement for the repair of the damaged aid;
- b) Replacement of the aid with a new model of equivalent or greater value; or
- c) Compensation as defined under the Air Passenger Protection Regulations (APPR) and applicable liability limits.

(4) Reporting: Passengers are encouraged to inspect their mobility aids immediately upon arrival and notify carrier personnel of any damage or loss before leaving the airport vicinity to ensure a timely resolution.

## **RULE 8. ACCEPTANCE OF BAGGAGE OR GOODS**

(1) Right of Inspection: All baggage or goods presented for transportation are subject to inspection by the carrier. The carrier reserves the right to search any baggage or cargo in the presence of the passenger. If a passenger refuses to allow an inspection, the carrier will refuse to transport the baggage and may refuse to transport the passenger.

(2) Prohibition of Dangerous Goods: The carrier is not authorized by Transport Canada to transport hazardous materials. The carriage of any "Dangerous Goods" as defined in the Transportation of Dangerous Goods Act is strictly prohibited.

(3) Prohibited Items: For the safety of the flight and to comply with insurance and security requirements, passengers are strictly prohibited from bringing the following items on board:

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- a) Firearms and Ammunition: The carriage of firearms of any description (including sporting rifles, shotguns, and handguns) and all types of ammunition is strictly prohibited on all flights.
- b) Flammable Liquids/Solids: Fuel, gasoline, camping fuel, or lighter fluid.
- c) Compressed Gases: Bear spray, pepper spray, or CO2 cartridges.
- d) Corrosives & Chemicals: Bleach, acids, or wet-cell batteries.
- e) Explosives: Fireworks, flares, or any pyrotechnic devices.
- f) Lithium Batteries: Large power banks or spare batteries that exceed safety limits.

(4) Consequences of Non-Compliance: If any prohibited items are discovered during inspection, they will be refused for carriage. The carrier is not responsible for the storage or disposal of prohibited items left at the airport. Any fines or penalties imposed on the carrier due to a passenger's failure to disclose prohibited goods will be the financial responsibility of the passenger.

(5) Suitability of Baggage: The carrier reserves the right to refuse any baggage that:

- a) Exceeds the weight and balance limits of the aircraft.
- b) Cannot be safely secured within the baggage compartment.
- c) Is unsuitably packed for air travel.

(6) Pets (Non-Service Animals): Small pets may be transported only with prior consent, provided they are in leakproof, ventilated containers and fit within the designated baggage area. Prior notice is mandatory for weight and balance calculations.

(7) Transportation of musical instruments:

- a) Acceptance: The carrier will accept musical instruments for carriage as part of a passenger's baggage allowance, provided the instrument meets the weight and dimension constraints of the aircraft baggage compartment.
- b) Packaging: Instruments must be moved in a hard-shell case to protect against damage. The carrier reserves the right to refuse any instrument that is unsuitably packed.
- c) Liability: The carrier's liability for the loss, delay, or damage to musical instruments is governed by the baggage limits set forth in Rule 11, unless a higher value is declared in advance.

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## **RULE 9. REFUNDS**

(1) Application for Refund: Requests for a refund must be made in writing to the carrier. The request should include the booking reference (where applicable), the date of the scheduled flight, and the reason for the refund request.

(2) Involuntary Refunds (Carrier-Initiated): If the carrier cancels a flight or is unable to provide the agreed-upon transportation for reasons within its control (such as mechanical issues) or for safety reasons (such as weather), and no alternate flight is agreed upon:

- a) Before Departure: A full refund of all monies paid, including the deposit, will be issued.
- b) After Departure (Partial Completion): If a portion of the flight has been completed before the aircraft is forced to return or land at an intermediate point, the refund will be the difference between the total fare paid and the portion of the flight completed, calculated on a pro-rata basis.

(3) Voluntary Refunds (Passenger-Initiated): Refunds for passenger-initiated cancellations are subject to the following conditions:

- a) Standard Cancellations: Subject to the cancellation fees outlined in Rule 15.
- b) Medical Refusals: If the carrier refuses transport for a legitimate medical reason, a full refund will be issued to prioritize flight safety.
- c) Conduct Refusals: If transport is refused due to passenger conduct or intoxication, 100% of the service charge is non-refundable.

(4) Processing Timeframe: The carrier will process eligible refund requests within thirty (30) days of receiving the written application. Refunds will be issued via the original method of payment unless otherwise agreed.

(5) Taxes and Fees: Any government-imposed taxes or airport fees collected by the carrier for a flight that is not operated will be refunded in full.

## **RULE 10. LIMITATION OF LIABILITY – PASSENGERS**

(1) Limit of Liability: The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$750,000.00 (Seven Hundred and Fifty Thousand Canadian Dollars) per passenger seat.

(2) Proof of Loss: In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims for compensation are subject to strict proof of the amount of loss by the claimant.

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(3) Pre-existing Conditions and Personal Risk: The carrier is not liable for damages, injuries, or death resulting from:

- a) Personal Condition: Any passenger whose age, mental, or physical condition (including pregnancy) involves an unusual risk or hazard to themselves. The carrier is not liable for damages that would not have occurred but for such pre-existing conditions.
- b) Pregnancy: In the case of a pregnant passenger, the carrier is not liable for any damages in respect of the unborn child of that passenger.
- c) Aggravation of Injury: Any injury sustained because a passenger failed to follow the safety instructions or briefings provided by the Pilot-in-Command (e.g., failure to remain buckled during taxi or turbulence).

(4) How to File a Claim: All written notifications and supporting documentation for claims must be sent to the Accountable Executive at the address listed on the Title Page of this Tariff. Claims must include the booking confirmation number and the date of the flight.

(5) Force Majeure: The carrier shall not be liable for any damage, delay, or loss caused by an "Act of God," war, civil commotion, strike, or any other event beyond the carrier's reasonable control.

## **RULE 11. LIMITATION OF LIABILITY – BAGGAGE**

Liability for Destruction, Loss, Damage, or Delay: (Note: This rule does not apply to mobility aids).

(1) Liability Limits: The carrier is liable for damages sustained in the case of destruction, loss, damage, or delay of baggage (checked or unchecked) up to the sum of \$2,870.00 CAD (Two Thousand Eight Hundred and Seventy Canadian Dollars) per passenger.

Note: This limit is based on the 1,519 Special Drawing Rights (SDR) standard set by the Montreal Convention and adopted by the APPR.

(2) Exceptions to the Limit: The \$2,870.00 limit shall not apply if:

- a) The passenger proves the damage resulted from an intentional act or omission by the carrier or its agents, done recklessly and with the knowledge that damage would likely occur.
- b) The passenger has made a Special Declaration of Interest (Declared Value) at the time of check-in and has paid any applicable supplementary fees.

(3) Negligence and Exoneration: If the carrier proves that the damage was caused or contributed to by the negligence or wrongful act of the passenger

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(such as packing prohibited Dangerous Goods or failing to properly close a bag), the carrier shall be wholly or partially exonerated from liability.

(4) How to File a Claim: All written notifications and supporting documentation for claims must be sent to the Accountable Executive at the address listed on the Title Page of this Tariff. Claims must include the booking confirmation number and the date of the flight.

(5) Claim Notification Timelines: To maintain a claim, the passenger must notify the carrier in writing within the following strict timeframes:

- a) Damage to Baggage: Within seven (7) days of receipt of the baggage.
- b) Delay of Baggage: Within twenty-one (21) days from the date the baggage was placed at the passenger's disposal.
- c) Loss of Baggage: After twenty-one (21) days of being missing, baggage is officially deemed lost.

(6) Declared Value (Excess Valuation): If a passenger's baggage exceeds a value of \$2,870.00, they may declare a higher value at the time of booking. The carrier may accept this higher valuation provided the passenger pays an additional fee of \$2.00 per \$100.00 of excess value. The maximum total declared value permitted is \$5,000.00.

(7) Proof of Loss: The carrier's liability shall not exceed the actual proven loss suffered by the passenger. All claims must be supported by receipts or proof of value for the items lost or damaged.

## **RULE 12. LIABILITY OF CARRIER – CARGO**

(1) Limit of Liability: Subject to Section (2), the liability of the carrier in respect of the loss of, or damage to, goods (cargo), whether caused directly or indirectly by the act, neglect, or default of the carrier or not, is limited to the sum of \$32.00 per kilogram.

(2) Declared Value (Excess Valuation): The liability of the carrier is limited to the declared value of the goods except when the person shipping the goods:

- a) Has declared a value for the goods exceeding \$32.00 per kilogram; and
- b) Has paid an additional charge of \$2.00 per \$100.00 (or fraction thereof) for the excess amount.

(3) Prohibited Cargo (Dangerous Goods): The carrier will not accept any cargo containing hazardous materials as defined by the Transportation of Dangerous Goods Act. All cargo is subject to inspection.

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(4) Packaging Requirements: The carrier is not liable for damage to cargo that is unsuitably packed or for damage to fragile items not disclosed at the time of booking.

(5) How to File a Claim: All written notifications and supporting documentation for claims must be sent to the Accountable Executive at the address listed on the Title Page of this Tariff. Claims must include the booking confirmation number and the date of the flight.

(6) Proof of Loss: In no case shall the carrier's liability exceed the actual loss of the passenger or shipper. All claims are subject to strict proof of the amount of loss (e.g., invoices or receipts).

## **RULE 13. SUBSTITUTION OF AIRCRAFT**

(1) General Rights of Substitution: When, due to causes beyond the control of the carrier (such as unscheduled maintenance, weather damage, or mechanical failure), the aircraft contracted for is unavailable, the carrier may:

- a) Furnish another aircraft of the same type; or
- b) With the consent of the passenger/charterer, substitute any other type of aircraft, provided the rates and charges remain the same as the original contract (except as noted in sections 2 and 3 below).

(2) Substitution with Larger Capacity Aircraft: When the substituted aircraft has a larger payload or seating capacity than the original aircraft contracted:

- a) The payload or number of passengers carried shall not exceed the limits of the aircraft originally contracted;
- b) If the passenger/charterer requests to utilize the additional capacity of the substituted aircraft, they must agree to pay the rates and charges applicable to that larger aircraft type.

(3) Substitution with Smaller Capacity Aircraft: When the substituted aircraft has a smaller maximum payload or seating capacity than the original aircraft contracted, the charges to the passenger/charterer will be reduced to the rates and charges applicable to the substituted aircraft type.

(4) Applicability: This rule applies when the contract entails the use of the full capacity of the aircraft.

## **RULE 14. PAYMENT REQUIREMENTS**

(1) Payments to Agents: Any payment made for a contracted flight to an authorized agent, broker, or person to whom the carrier pays a commission shall be considered payment to the carrier. Once the passenger pays the authorized agent, the passenger's financial obligation to the carrier for that amount is settled.

(2) Booking Deposit: A deposit of 50% of the total quoted price is required at the time of booking to reserve the aircraft and flight date.

- a) No flight is considered "confirmed" until the deposit is received.
- b) As per Rule 6.4, this deposit is non-refundable if the flight is canceled due to passenger conduct or a "no-show," but fully refundable for medical refusals or carrier-initiated cancellations (weather/maintenance).

(3) Final Payment: The remaining balance of the total fare must be paid in full:

- a) No later than 24 hours prior to the scheduled departure time or as agreed upon with the charterer.
- b) For "last-minute" bookings made within 48 hours of departure, 100% of the total fare is due at the time of booking.

(4) Payment Methods: The carrier accepts payments via Electronic Funds Transfer, Interac e-Transfer and major Credit Cards (subject to a processing fee). The carrier reserves the right to refuse personal checks unless they are received and cleared at least ten (10) business days prior to the flight.

(5) Taxes: All quoted rates are subject to applicable federal and provincial taxes (HST/GST) unless otherwise stated.

## **RULE 15. CANCELLATION CHARGES**

(1) Carrier-Initiated Cancellations: If a flight is canceled by the carrier due to weather, unscheduled maintenance (AOG), or other safety-related reasons, and no substitute aircraft or alternate date is agreed upon, a 100% refund of all monies paid (including the deposit) will be issued to the passenger.

(2) Passenger-Initiated Cancellations:

- a) More than five (5) days' notice: If the passenger cancels the flight five (5) days or more prior to the scheduled departure time, a full refund will be issued, less any administrative processing fees (e.g., credit card merchant fees).

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- b) Less than five (5) days, but more than 24 hours' notice: If the cancellation is made within this window, the 50% booking deposit will be retained by the carrier as a cancellation charge.
- c) Less than 24 hours' notice or "No-Show": If the passenger cancels within 24 hours of departure, or fails to arrive for the flight ("No-Show"), 100% of the total contract price will be retained by the carrier.

(3) Medical Cancellations: Notwithstanding section (2), if a passenger must cancel or is refused carriage due to a legitimate medical condition, the carrier will issue a full refund or provide a credit for a future flight at the passenger's request.

(4) Computation of Time: For the purpose of calculating cancellation windows, the "scheduled departure time" refers to the local time at the point of origin.

**RULE 16. TICKETS**

(1) Non-Issuance of Tickets: The carrier does not issue traditional paper or electronic tickets. For the purposes of this Tariff and the Contract of Carriage, the written Booking Confirmation sent to the passenger/charterer via email serves as the official record of the reservation.

(2) Passenger Manifest:

- a) No later than 24 hours prior to departure, the charterer or passenger shall provide the carrier with a complete list of the names of all individuals to be transported.
- b) For safety and weight-and-balance purposes, the carrier may also require the estimated weights of each passenger at this time.
- c) The Pilot-in-Command will maintain a final Passenger Manifest on board the aircraft for the duration of the flight.

(3) Validity: A Booking Confirmation is valid only for the specific date, time, and routing stated therein. Any changes to the validity of the booking are subject to aircraft availability and the fees outlined in Rule 15 (Cancellations/Changes).

(4) Confirmation: A reservation is only considered "Confirmed" once the 50% deposit has been received as per Rule 14.

(5) Loss of Documentation: Since the carrier does not issue physical tickets, there is no "loss of ticket" penalty. If a passenger loses their Booking Confirmation email, the carrier will re-send it upon request at no charge, provided the passenger's identity can be verified.

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

(1) Involuntary Changes (Carrier-Initiated): If the carrier is unable to provide the air transportation as contracted due to weather, mechanical failure (AOG), or other safety-related reasons:

- a) The carrier will attempt to reschedule the flight to a date and time mutually agreeable to both parties.
- b) If no agreement can be reached, the carrier will provide a full refund of all monies paid as per Rule 9.
- c) No Alternate Transportation: Due to the nature of charter operations, the carrier is not responsible for providing alternate transportation (e.g., booking the passenger on a different air carrier or providing ground transportation) if the original flight is cancelled.

(2) Voluntary Changes (Passenger-Requested):

- a) Routing Changes: Any request to change the destination or intermediate stops must be made in writing. Acceptance of these changes is at the sole discretion of the carrier and is subject to aircraft performance, fuel requirements, and crew availability.
- b) Schedule Changes: Requests to change the departure time or date are subject to the cancellation and change windows defined in Rule 15. Additional charges may apply if the change results in higher airport fees or crew costs.

(3) Missed Flights (Late Arrival):

- a) Strict Departure Times: Passengers are required to be at the designated departure point, ready for boarding (including completion of briefings and manifests), at least 30 minutes prior to the scheduled departure time. The carrier is not liable to any passenger who misses their scheduled departure.
- b) No Obligation to Wait: The carrier is under no legal or operational obligation to wait for passengers who arrive late. The decision to wait for a late-arriving passenger is at the sole discretion of the Pilot-in-Command, taking into account:
  - i. Approaching sunset or daylight requirements.
  - ii. Deteriorating weather windows.
  - iii. Airport slot times or ATC constraints.
  - iv. Subsequent flight bookings.

(c) No-Show Designation: If the aircraft must depart at the scheduled time to ensure flight safety or operational compliance, any passenger not on board will be deemed a "No-Show." In this instance, the full contract price is retained by the carrier as per Rule 15, and no alternative flight or re-routing is required.

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## RULE 18. DENIED BOARDING COMPENSATION

(1) Overbooking Policy: Skyhigh Toronto does not overbook flights. Each charter is conducted for the exclusive use of the passenger/charterer for the full capacity of the aircraft. Consequently, denied boarding due to overbooking is not practiced by the carrier.

(2) Denied Boarding for Other Reasons: Any instance where a passenger is not permitted to board the aircraft is governed by Rule 6.4 (Refusal to Transport) and is typically related to safety, health, conduct, or weight-and-balance limitations.

(3) Boarding Priorities: In the highly unlikely event that a passenger must be denied boarding for a reason within the carrier's control (other than safety), the carrier will prioritize passengers based on the following:

- a) Persons with disabilities and their service animals or support persons.
- b) Minors traveling alone.
- c) Families traveling together.
- d) All other passengers in the order in which they were manifested.

(4) Volunteers and Compensation: Since the carrier does not overbook, it does not maintain a policy for requesting volunteers to relinquish their seats.

- a) No denied boarding compensation is offered by the carrier as the circumstances for denied boarding (safety, weight/balance, or passenger conduct) are generally exempt from compensation requirements under the Air Passenger Protection Regulations.
- b) If boarding is denied for a reason within the carrier's control and not related to safety, compensation will be provided in accordance with the minimums set out in the Air Passenger Protection Regulations (APPR).

TABLE "A"  
RATES AND CHARGES PER HOUR  
(In Canadian Dollars)

AIRCRAFT TYPE	LIVE RATE PER HOUR	FERRY RATE PER HOUR	MINIMUM CHARGE PER FIGHT
C172	\$600	\$600	1 hour

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

TABLE "B"  
LANDING CHARGES  
(In Canadian Dollars)

AIRCRAFT TYPE	CHARGE PER LANDING
C172	Actual Cost per Airport Tariff

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

TABLE "B2"  
LAYOVER CHARGES  
(In Canadian Dollars)

AIRCRAFT TYPE	FREE WAITING TIME IN HOURS	RATE PER HOUR	MAXIMUM CHARGE PER DAY OR PART
C172	1	\$300	7 hours

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

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