



DOMESTIC TARIFF

RULES, RATES AND CHARGES

APPLICABLE

TO

TRANSPORTATION OF PASSENGERS AND BAGGAGE OR GOODS

BETWEEN POINTS IN CANADA

ISSUED BY

Ken Dalton
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Aklak Air
P.O. Box 1190
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For explanations of abbreviations and symbols see Page #

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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:

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**EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS AND SYMBOLS**

CTA.....Canadian Transportation Agency

Cont'dContinued

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

CADCanadian

N/A.....Not Applicable

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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 and three territories of Canada.

"Carrier" means Aklak 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.

"Air Time" means the period of time commencing when the aircraft leaves the supporting surface and terminating when it touches the supporting surface at the next point of landing.

"Flight Time" means the total time from the moment an aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.

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RULE 2: APPLICATION OF TARIFF

- A) This tariff is applicable to the transportation of passengers and their baggage or goods using aircraft operated by Aklak Inc. and is applicable for both charter and coastal scheduled operations.
- B) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by Aklak Inc, is executed by the charterer and the carrier.
- C) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- D) 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.

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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: MILEAGE DETERMINATION

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the agreed flight or flights, using the following sources in the order listed below:

- A) Carriers' mileage charts.
- B) Measurement of distance on an approved map or Navigation chart.
- C) IATA Mileage Manual, published by the international Air Transportation Association

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RULE 5: COMPUTATION OF CHARGES

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

- A) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour, provided that the charge for the flight shall not be lower than the minimum charge per flight

NOTE: Air Time and Flight Time should be recorded to the nearest 5 minutes, or to the nearest 6 minutes when using the decimal system as follows:

00 to 02 = 0.0	03 to 08 = 0.1	09 to 14 = 0.2
15 to 20 = 0.3	21 to 26 = 0.4	27 to 32 = 0.5
33 to 38 = 0.6	39 to 44 = 0.7	45 to 50 = 0.8
51 to 56 = 0.9	57 to 60 = 1.0	

- B) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile, or, where distances cannot be measured, times the applicable ferry rate per hour, provided that the charge per ferry flight shall not be lower than the minimum charge, or
- C) Point to Point Rates.
- D) Fuel and/or oil consumed in the performance of a contract shall be charged at an amount to be established by the carrier.
- E) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
- i) Loading/unloading of the aircraft.
 - ii) Charges for goods carried outside the aircraft.
 - iii) All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for the air crew to live away from the place at which it is normally based.
 - iv) Charges for storage.
 - v) The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.

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- vi) The actual cost of any special or accessorial services performed or provided on request.
- F) Layover charges, if any, will be assessed by the carrier for holding the aircraft on request at any point to point on the route in excess of the free waiting time.
- G) Landing charges.
- H) Taxiing charges, if any, for the time required to transport passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour.
- I) Valuation charges, if any, in accordance with Rule 9.

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RULE 6: CONDITIONS OF CARRIAGE

A) 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.
- 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.

B) Exemption from Liability:

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failures to perform any of its obligations arising from:

- i) Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;
- ii) "Force Majeure", or any other causes not attributable to the wilful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of a Government or public body, on whatever grounds, to grant the carrier any 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.

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C) Carriage of Persons with Disabilities:

i) Acceptance for Carriage: 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.

ii) Acceptance of Declaration of Self-reliance

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 and does not require service of a personal nature during a flight, such as assistance with eating, personal hygiene, using washroom facilities or taking medication.

iii) Acceptance of Mobility Aids:

1) The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids;

- a) a wheelchair (except when design does not permit carriage of the mobility aid);
- b) a walker, a cane, crutches or braces;
- c) a device to facilitate communications; and/or
- d) any prosthesis or small medical device.

Where possible, the carrier will allow persons with disabilities to retain any items outlined in b), c) or d) at their seat.

2) Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.

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- 3) Providing the aircraft can carry the aid, the carrier will:
 - a) disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
 - b) return the aid promptly upon arrival.
- 4) Where the facilities, the tarmac and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:
 - a) the boarding gate;
 - b) the stairs of the aircraft; or
 - c) the door of the aircraft (for aircraft accessible via a boarding system)

iv) Acceptance of Service Animals

The carrier will accept for transportation, a service animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. The carrier will permit the service animal to accompany the person with a disability on-board and to remain on the floor at the passenger's seat or, where there is insufficient floor space at the passenger's seat, to remain on the floor in an area where the person can still exercise control over the animal. The carrier will avoid separating persons with disabilities from their service animal.

v) Accessible Seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult the person to determine which seat is the most accessible to meet specific disability-related needs.

vi) Services to be Provided

At time of reservation

When a person identifies himself/herself as a person with a disability, the carrier will:

- 1) Describe the type of equipment and services available to accommodate persons with disabilities;
- 2) Discuss both the facilities and the availability and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment

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for the available services to accommodate that person's disability-related needs; and

- 3) Note, and offer to confirm in writing, services to be provided as soon as possible after the reservations has been made and before the flight.

At the time of travel

- 1) Where a request for a service is made in advance of travel, the assistance provided by the carrier will include:
 - a) assistance at check-in;
 - b) assistance to reach the boarding area;
 - c) assistance to board and deplane;
 - d) assistance with baggage;
 - e) assistance to transfer to/from a mobility aid;
 - f) assistance to transfer to/from a passenger seat;
 - g) inquiring, from time to time after check-in, about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
 - h) limited assistance with beverages and snacks – such as opening packages and identifying items;
 - i) assistance to proceed to the general public area or to a representative of another carrier;
 - j) any additional service to accommodate a person's disability-related needs.
- 2) If the request for these services is not made in advance of travel, the carrier will make every effort to provide the service.

vii) Liability of Carrier Respecting Mobility Aids

Where a carrier has transported a person's mobility aid, and the aid is damaged during flight or is unavailable at destination, the carrier will:

- 1) provide the person with a suitable replacement aid;

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- 2) if the carrier cannot promptly provide a suitable replacement aid, assist the person in finding a suitable temporary replacement; and
- 3) if a suitable replacement aid is not available within a reasonable amount of time, make every effort to find, with the person, an equitable resolution to the situation.

D) Refusal to Transport:

The carrier will refuse to transport passengers or goods when:

- i) Such action is necessary for reasons of safety.
- ii) Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.

E) Space and Weight Limitations:

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

F) Schedules/delays:

The carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown on 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.

G) Denied Boarding Compensation:

Any passenger, who for reasons of the flight being oversold, are denied boarding shall be offered the following compensation:

- i) Passenger will be guaranteed a seat on the next flight.
- ii) Passenger will be offered overnight expenses, if the next flight available is the following day ONLY if the passenger is away from his/her town of residence.

H) Passenger Re-Routing:

In the event of passengers being re-routed, for reasons such as Mechanical Problems with an aircraft, the carrier shall try and accommodate displaced passengers and transport them to their intended destination by provision of another flight or transfer to another carrier. In the event that this is not possible, the carrier shall offer to transport the passengers back to the originating station or, provide overnight accommodation.

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Passengers re-routed for reasons beyond control of the carrier (i.e. Weather) shall not be entitled to protection as above. However the carrier shall transport the passenger to his/her destination with reasonable dispatch.

I) Ticket Reservation, Cancellation, and Validity:

i) Reservations:

1) General:

A reservation will be tentative only and will not be valid until the passenger has secured a confirmed ticket indicating his or her confirmed reserved space thereon.

2) Cancellation:

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

b) If the passenger fails to occupy space which has been reserved for him on a flight and the carrier fails to receive notice of the cancellation of such reservation prior to the departure of such flight, the carrier will cancel such reservation and all other reservations for continuing or return space.

c) Carrier is not liable when it cancels the reservations of any passenger in accordance with this rule, except to refund the value of the ticket.

ii) Tickets:

1) General:

a) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination.

b) Flight coupons will be honoured only in the order in which they are issued and only if all unused flight coupons and passenger coupons are presented together.

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- c) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, shall not be valid.
- d) Tickets are not transferable but carrier is not liable to the owner of a ticket for honouring or refunding such ticket when presented by another person.
- e) A change fee may be charged when bookings are made and changes are necessary to existing reservations. In extenuating circumstances where travel cannot be completed, authorization to wave the change fee can be obtained by contacting:

Fraser Pingo
Scheduled Service Manager
Tel.: (867) 777-3777

2) Validity:

- a) The period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or if no portion of the ticket is used, from the date of issuance of the original ticket.
- b) If the passenger is prevented from using the ticket, or a portion thereof, on the last day of the applicable period specified in this rule by lack of space or flight cancellation, the ticket shall remain valid until space can be provided on a schedule comparable to that on which the passenger requested space, or if the passenger is unable to commence or continue his travel because of illness or physical incapacity of himself or a member of his family, or of an associate with whom he is traveling, the carrier will extend the limit of the ticket not to exceed 30 days beyond the original limit. Such illness or incapacity must be certified in writing by a physician and the certification must specify that the passenger was or will be prevented from completing his journey prior to the expiration of the original time limit because of such circumstances. Such certificate must be surrendered to the carrier and the ticket and all coupons so affected must be endorsed by the agent to indicate that an extension has been granted under this rule.

J) Procedures and Time Limitations Respecting Claims:

- i) No action may be maintained against the carrier for injury to or for any delay in carriage of any passenger unless action is commenced within one year of such occurrence.

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

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RULE 7: 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 any applicable Canadian laws, regulations, or orders.
- 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 the passenger possesses the required permit/licence and, provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearm or other similar weapons.
 - ii) Explosives, munitions, corrosives and articles which easily ignite.
 - iii) 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 aeroplane subject to such restriction as are in place from time to time in the Carriers Passenger Agent Manual. Animals required for medical purposes will be permitted in the aircraft cabin.

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RULE 8: REFUNDS

- A) If services are purchased, but not used, either in whole or part, as a result of the clients inability or unwillingness to continue or the carriers inability to provide the service for any reason, a refund shall be payable as specified in Appendix "A"..
- 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 Appendix "A".
- C) Application for refund shall be made to the carrier or its duly authorized Agent.

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RULE 9: LIMITATION OF LIABILITY – PASSENGERS

- A) The liability of the carrier with respect of the death of, or injury to, a passenger is limited to the sum of \$100,000.00.
- B) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- C) The carrier is not liable:
 - i) In the case of any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - ii) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

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RULE 10: LIMITATION OF LIABILITY – BAGGAGE

- A) Subject to subsection “B” of this rule, the liability of the carrier in respect to loss of or damage to baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$100.00 per passenger.
- B) The liability of the carrier is limited to the declared value of baggage except when the passenger:
 - i) has declared the value of the baggage to be an amount exceeding (the amount appearing in subsection “A” of this Rule) per passenger for any one or more passengers; and
 - ii) has paid an additional charge of \$10.00 per \$100.00 or fraction thereof for the excess amount to a minimum of \$500.00. Goods valued over \$500.00 would have to be self insured.
- C) No action shall be maintained for any loss, or partial loss of or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.
- D) In no cases shall the carrier’s liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.

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RULE 11: LIMITATION OF LIABILITY – GOODS

- A) The carrier shall not be liable for:
- i) difference in weight or quantity caused by shrinkage, leakage or evaporation;
 - ii) loss or damage occurring after arrival of the shipment at destination;
 - iii) any loss, damage or delay resulting from improper or insufficient packing, securing or addressing, or from chafing when packed in bales;
 - iv) any damage to or loss of any fragile article, or to shipments consisting wholly or in part or contained in glass, unless so described upon the package containing the same, unless such damage or loss is due to the negligence of the carrier;
 - v) loss or damage caused by neglect or refusal of railway, steam boat, truck, air or other transportation line whatsoever to receive and/or carry forward the said goods;
 - vi) any loss of, or damage to any goods caused or contributed to by nature of the goods, or any defect, characteristic, or inherent vice thereof;
- B) Subject to subsection “C” of this rule the liability of the carrier in respect to loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of \$2.00 per kilogram.
- C) Liability of the carrier is limited to the declared value of goods except when the passenger
- (i) has declared a value of the goods in an amount exceeding \$100.00, and
 - (ii) has paid an additional charge of \$10.00 per \$100.00 or fraction thereof for the excess amount or fraction thereof for the excess amount to a maximum of \$500.00. Goods valued over \$500.00 would be self insured by the client.

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RULE 12: SUBSTITUTION OF AIRCRAFT*

- A) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs “B” and “C” of this rule.
- B) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.
- C) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

* Applicable when the contract entails the use of the full capacity of the aircraft in question.

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RULE 13: PAYMENT REQUIREMENTS

- A) Payments for a contracted flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.

- B) Advance payment is required for all chartered and scheduled flights unless other arrangements have been agreed to in writing by the carrier.

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RULE 14: CANCELLATION CHARGES

- A) Cancellation charges shall be applied in accordance with the published or advertised criteria applicable to a contract or as outlined in Appendix “A”.

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APPENDIX “A”

Scheduled Flights Policy

Confirmed passengers must check in 30 minutes before scheduled flight take-off or they will be considered "No Shows" and boarded after standby passengers depending on availability of seats. Standby passengers will be checked in after the 30 minute cut-off time.

	AMOUNT	PAYMENT	OUTCOME
TICKET PURCHASE:			
Booked and paid at least 24 hours in advance	Current Fare	Agent, IDC, Aklak	Confirmed seat (if flight is full, priority standby, or confirmed seat on next available flight)
Booked and paid less than 24 hours in advance	Current Fare	Agent, Aklak	Placed on standby depending on availability of seats, boarded after confirmed passengers on first come-first serve basis
CHANGE POLICY:			
24 hours or more before flight	No Charge		
Less than 24 hours before flight	\$ 25.00	Agent, IDC, Aklak	Once fee is paid, changes will be made
CANCELLATION POLICY:			
All cancellations are subject to a fee.			
Cancellations made 24 hours before flight	\$ 50.00	Deducted from refund	Monetary refund available
Cancellations made less than 24 hours before flight	\$ 50.00	Deducted from credit	Refund - Credit on account to be used toward future fares. Customer responsible for any fee increases at time of rebooking.
NO SHOW POLICY:			
Confirmed customers who do not check in by designated cut-off time (30 minutes before scheduled flight-take-off) will be considered "no shows".			
If "no show" is able to board the scheduled flight after standby passengers are boarded.	No Charge		Boarded after standby
If "no show" does not arrive for the flight, or is unable to board.	\$ 75.00	Deducted from credit	Refund - Credit on account to be used toward future fares. Customer responsible for any fee increases at time of rebooking.

All credits on account must be used within one year of the purchase date of the original ticket. Any credits not used within the specified time will be forfeited to Aklak with no compensation given.

Monetary refunds will be given, at no charge, for cancellations due to death in family (proof required) or if Aklak Air cancels a flight due to weather, mechanical problems or lack of confirmed seats.

For information on Fees and Policies, please call (887) 777-3777.

For explanations of abbreviations and symbols see Page #

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