

**FILING ADVICE NO: 50**

April 24, 2009

Secretary  
Canadian Transportation Agency  
Ottawa, Canada  
K1A 0N9

In compliance with the requirements of the Air Transportation Regulations, attached herewith, for filing with the Agency, ONE copy of the following tariff.

| Supplement #<br>Or Revised Page # | Tariff<br>CTA (A) Number | Effective Date | Description           |
|-----------------------------------|--------------------------|----------------|-----------------------|
| 24th revised check sheet          | 4                        | June 08, 2009* | Amended               |
| 2 <sup>nd</sup> revised page 3    | 4                        | June 08, 2009* | Amended               |
| 1 <sup>st</sup> revised page 7    | 4                        | June 08, 2009* | New definitions added |
| 5 <sup>th</sup> revised page 39   | 4                        | June 08, 2009* | New rule added        |
| International Charter             |                          |                |                       |
| 1 <sup>st</sup> revised page 1    | 4                        | June 08, 2009  | Amended               |
| 1 <sup>st</sup> revised page 2    | 4                        | June 08, 2009  | Amended               |
| 1 <sup>st</sup> revised page 4    | 4                        | June 08, 2009  | Amended               |
| 1 <sup>st</sup> revised page 5    | 4                        | June 08, 2009  | New definition added  |
| 1 <sup>st</sup> revised page 16   | 4                        | June 08, 2009  | New rule added        |

\*Per SP#

**JUSTIFICATION:**

WestJet is adding a new rule to the International/Transborder tariff and the International Charter Tariff, please process as soon as possible.

WestJet is requesting implementation effective as soon as possible.

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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:

| <b>Page Number</b> | <b>Number of Revision</b>     |
|--------------------|-------------------------------|
| Title              | 1 <sup>st</sup> Original      |
| 1                  | <b>24th Revised</b>           |
| 2                  | Original                      |
| 3                  | <b>2nd Revised</b>            |
| 4                  | Original                      |
| 5                  | Original                      |
| 6                  | 1 <sup>st</sup> Revised       |
| 7                  | <b>1<sup>st</sup> Revised</b> |
| 8                  | Original                      |
| 9                  | Original                      |
| 10                 | Original                      |
| 11                 | Original                      |
| 12                 | 2 <sup>nd</sup> Revised       |
| 13                 | 2 <sup>nd</sup> Revised       |
| 14                 | Original                      |
| 15                 | Original                      |
| 16                 | Original                      |
| 17                 | Original                      |
| 18                 | Original                      |
| 19                 | Original                      |
| 20                 | Original                      |
| 21                 | 8 <sup>th</sup> Revised       |
| 22                 | Original                      |
| 23                 | Original                      |
| 24                 | 1 <sup>st</sup> Revised       |
| 25                 | Original                      |
| 26                 | 1 <sup>st</sup> Revised       |
| 27                 | 2 <sup>nd</sup> Revised       |
| 28                 | Original                      |
| 29                 | Original                      |
| 30                 | Original                      |
| 31                 | Original                      |
| 32                 | Original                      |
| 33                 | Original                      |
| 34                 | Original                      |
| 35                 | Original                      |
| 36                 | 12 <sup>th</sup> Revised      |
| 37                 | 11 <sup>th</sup> Revised      |
| 38                 | Original                      |
| 39                 | <b>5<sup>th</sup> Revised</b> |

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

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equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

**"Fare"** or **"Fare class"** means the rate charged to a passenger in respect of a particular class of International Service offered by the Carrier, from time to time, as more particularly set out in Schedule "A";

**"Ferry Flight"** means the movement of an aircraft without passengers or goods 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, other than in plane-load and baggage.

**"Group"** means 10 or more passengers traveling together on the same flight from a common point of origin to a common destination.;

**"Guest"** means passenger, (see definition of passenger below)

**"Infant"** - means children under the age of 2 years at the commencement of travel and carried free of charge by an adult sharing the same seat as the infant. Proof of age must be provided and is restricted to one infant per adult passenger.

**"International Service"** means scheduled or non-scheduled air services (excluding Charters) for the transportation of passengers and goods between, from and to points within Canada on the one hand and points outside of Canada on the other hand;

**"Itinerary"** means, a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight;

**"Live Flight"** means the movement of an aircraft with passengers or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination (immediate technical or fuel landings excepted);

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

**"Non Ambulatory"** a person who is not able to move about within an aircraft unassisted.

**"Non Self Reliant"** a person who is not self reliant as defined below.

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**RULE 23. FUEL SURCHARGE**

For Sales and / or tickets issued on / after May 13, 2008 and on / before September 18<sup>nd</sup>, 2008 WestJet will be as indicated below per passenger per flight segment.

For sales on or after September 19, 2008, there will be no fuel surcharge applied.

The charge applies on departure. It is not commissionable. The fuel surcharge applies to all passengers on all fare types (including infants and children). The fuel surcharge is refundable for the WestJet sectors not used.

| <b>Distance Flown (in kilometers)</b> | <b>Applicable Fuel Surcharge</b> |
|---------------------------------------|----------------------------------|
| 483 or less (short haul)              | CA\$20.00                        |
| 484 – 1,609 (medium haul)             | CA\$30.00                        |
| 1,610 or more (long haul)             | CA\$45.00                        |

**RULE 24. PROVISIONS OF FLIGHT RIGHTS CANADA****11.1 Flights**

Applies to all WestJet scheduled flights. The rules contained in this tariff, including rules 3, 5 and 7, shall be interpreted in accordance with the principles set out below, and adjusted in accordance thereto.

**11.2** Given that passengers have a right to information on flight times and schedule changes, WestJet will make reasonable efforts to inform passengers of delays and schedule changes and to the extent possible, the reason for the delay or change.

**11.3** Given that passengers have a right to take the flight they paid for, if the plane is over-booked or cancelled, WestJet will:

- find the passenger a seat on another flight operated by WestJet;
- buy the passenger a seat on another carrier with whom it has a mutual interline traffic agreement;
- or
- refund the unused portion of the passenger's ticket.

**11.4** Given that passengers have a right to punctuality, WestJet will undertake to do the following:

- If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, WestJet will provide the passenger with a meal voucher.
- If a flight is delayed by more than 8 hours and the delay involves an overnight stay, WestJet will pay for overnight hotel stay and airport transfers for passengers who did not start their travel at that airport.
- If the passenger is already on the aircraft when a delay occurs, WestJet will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, WestJet will offer passengers the option of disembarking from the aircraft until it is time to depart.

**11.5** Given that passengers have a right to retrieve their luggage quickly, if the luggage does not arrive on the same flight as the passenger, WestJet will take steps to deliver the luggage to the passenger's residence/hotel as soon as possible. WestJet will take steps to inform the passenger on the status of the luggage and will provide the passenger with an over-night kit as required. Compensation will be provided as per the provisions of this tariff.

**11.6** Given that nothing in this present tariff would make WestJet responsible for acts of nature or the acts of third parties, WestJet will not be held responsible for inclement weather or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Customs and Immigration officials.

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