



**CARGO RULES AND TARIFF
FIRST Edition (December 9th, 2024)**

CARGO DOMESTIC TARIFF

(small aircrafts)

RULES, RATES AND CHARGES
APPLICABLE TO
THE TRANSPORTATION OF CARGO
BETWEEN POINTS IN CANADA

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Table of Contents

Table of Contents	3
List of Effective Pages.....	5
Explanation of Symbols.....	6
Part I – Terms and Conditions of Carriage.....	7
Definitions	7
Rule 1: Application of Tariff	8
Rule 2: Currency	8
Rule 3: Mileage Determination.....	9
Rule 4: Computation of Charges	9
Rule 5: Conditions of Carriage	9
Rule 6: Acceptance of Goods	11
Rule 7: Dangerous Goods.....	12
Rule 8: Perishable Goods	12
Rule 9: Air Cargo Security	13
Rule 10: Refunds.....	13
Rule 11: Liability of Carrier	13
Rule 12: Claims / Procedure	14
Rule 13: Exclusions from Liability.....	15
Rule 14: Substitution of Aircraft.....	16
Rule 15: Payment Requirement	16
Rule 16: Cancellation Charges	17
Rule 17: Air Waybills	17
Rule 18: Cargo Re-routing	17

Rule 19: Delivery 17

Rule 20: Storage..... 18

Part 2..... 19

TABLE 1 Rates and Charges 19

List of Effective Pages

AMDT	Pages	Date	Amendment #
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Explanation of Symbols

< I >	Denotes increase.
< C >	Denotes change in wording which clearly results in neither increase nor reduction in charges.
< N >	Denotes addition.
< R >	Denotes reduction.
AWB	Air Waybill
CAD	Canadian
Cont'd	Continued
CTA	Canadian Transport Agency
DG	Dangerous Goods
LB(S)	Pound(s)
N/A	Not applicable
No	Number
NR	Non-revenue
\$	Dollar(s)

Part I – Terms and Conditions of Carriage

Definitions

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

"Air Waybill" (AWB) is a document that accompanies goods shipped by an air carrier to provide detailed information about the shipment and allow it to be tracked. The bill has multiple copies so that each party involved in the shipment can document it. An air waybill (AWB), also known as an air consignment note, is a type of bill of lading.

"Back Hauling" means the return movement of cargo from the direction of the principal haul.

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

"Cargo" means any goods, except passenger baggage, that can be transported by Commercial Air Services.

"Carrier" means Air Creebec 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).

"Destination" means the point to which the 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.

"Shipper" means the person who originates the shipment of goods.

"Traffic" means any goods that are transported by air.

Rule 1: Application of Tariff

- (1) This tariff is applicable to the transportation of goods using aircraft operated by the carrier.
- (2) 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 the carrier, is executed by the shipper and the carrier.
- (3) 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 and or Air waybill.
- (4) The contents of this tariff shall form part of the air transportation contract between the carrier and the shipper and in the event of any conflict between this tariff and the contract this tariff shall prevail.

Rule 2: Currency

Rates and charges are published in the lawful currency of Canada

Rule 3: Mileage Determination

Not applicable

Rule 4: Computation of Charges

Not applicable

Rule 5: Conditions of Carriage

(1) Exemption of Liability

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's agreement arising from:

- a. 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.;
- b. "**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 what ever grounds, to grant the carrier any clearance, licence, right or other permission necessary for the performance of the carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.
- c. Weather conditions-unsafe weather conditions.

(2) Refusal to Transport

The carrier will refuse to transport goods when:

- such action is necessary for reasons of safety;
- unsafe weather conditions
- not properly packaged cargo
- not properly identified cargo
- missing mandatory paperwork proper packaging for DG cargo
- such action is necessary to prevent violation of any applicable law, regulation or order.

(3) Space and Weight Limitations

Goods will be carried within space and weight limitations of the aircraft.

(4) Schedules/delays

The carrier shall use its best efforts to carry the goods with reasonable dispatch. Times shown in contracts or elsewhere are not guaranteed and form no part of the contract. Flight times are subject to change without notice.

Rule 6: Acceptance of Goods

- (1) All goods presented for transportation are subject to inspection by the carrier.
- (2) 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.
- (3) If the weight, size or character of goods renders such goods unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry such goods or any part thereof. The following articles will be carried only with prior consent of the carrier and abide by regulations:
 - (a) Firearms of any description – Firearms will be carried provided that such they are unloaded, trigger locked, packed in a locked, suitable case (gun case) as per regulations.
 - (b) Explosives, munitions, corrosives and articles which easily ignite. Any package or container must meet all standards and requirements described in the effective IATA Dangerous Goods Regulations Manual.
 - (c) Advance arrangements must be made with the carrier before any animal will be accepted for carriage as cargo.
 - a. The carrier will accept for carriage animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, as cargo provided the animal(s) is/are in compliance with the IATA Live Animal Regulations.
 - b. Due to the climate of the territory that we serve, Air Creebec will not be liable for any death. Due to this, Air Creebec does not accept any reptiles, field animals nor exotic animals for transport.
 - c. Animals must be contained in a rigid, clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier.
 - d. No soft shell or wire cages allowed. The cage must be properly secured by the shipper.

The shipper assumes full responsibility for the animal.

Rule 7: Dangerous Goods

Dangerous Goods handling rate is at \$104.00 per shipment + applicable sales taxes.

Quebec : $104.00 + \text{TPS (5\%)} 5.20 + \text{TVQ (9.975\%)} 10.37 = \119.57

Ontario : $104.00 + \text{HST (13\%)} 13.52 = \117.52

Rule 8: Perishable Goods

1. Perishable goods shall be properly packaged and stickered (cool, frozen) by the shipper to prevent deterioration in flight.
2. The carrier is not liable for storage, expiration dates on goods due to any delay and/or loss of perishable goods.

Rule 9: Air Cargo Security

5.20.1.2 Corporate requirements

All cargo shall be received and accepted by trained company agents and/or trained authorized personnel only. This includes cargo clerks, cargo agents, station agents, aircrew, contracted acceptance staff and the captain of the aircraft.

No cargo shall be loaded onto a company aircraft unless it has been received by one of the above-mentioned personnel.

No cargo shall be accepted from shippers or freight forwarders with whom we do not carry on regular business without first checking the identity of the shipper or freight forwarder. The person delivering the cargo will be required to show two pieces of ID (personal and / or company identification). One of these IDs will show name, date of birth, gender and a photo of the person.

If suspicion exists after such ID checks, you must refuse the cargo.

All non-secure cargo being offered for a specific flight by anyone other than a known shipper or freight forwarder must be held for thirty-six hours in a secure area or screened by a trained screening person (CATSA). Such cargo must be held in an area of the aerodrome that is restricted to authorized persons only.

All cargo which is suspected of having been tampered with shall not be transported unless it is subjected to screening or held in our possession in a secure area for twenty-four hours beyond the time of discovery of the suspected tampering. Such cargo must be held in an area of the aerodrome that is restricted to authorized persons only.

Air Creebec does not have additional charge for air cargo security. Subject to change.

Rule 10: Refunds

1. Application for refund shall be made at the stations where the cargo originating. A normal refund may take up to 30 days from the date of request.

Rule 11: Liability of Carrier

1. Subject to subsection (2) the liability of the carrier in respect of loss of, or damage to, goods, will be dealt with on a case-by-case basis.

Rule 12: Claims / Procedure

(A) General

- (a) No action will be taken against the carrier in case of loss or delay in the delivery of cargo unless a complaint is made in writing to the carrier within:
21 days from the date on the air waybill was issued (in the case of delay);
- (b) In the case of damage to cargo, a complaint must be made to the carrier immediately after discovery of damage, and at the latest, within 14 days from receipt of the cargo.
- (c) No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid.
- (d) No reimbursements will be paid for the transportation charges of a connecting carrier, transportation company such as Purolator, Gardewine, FedEx, etc.

Claims

Claims must be submitted through our website at the link below.

No other claim requests such as email, verbal will be accepted

<https://www.aircreebec.ca/lost-cargo/>

Rule 13: Exclusions from Liability

(A) The carrier will not be liable for loss, damage, delay or other result caused by,

- (1) acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war.
- (2) the act or default of the shipper, consignee, or owner;
- (3) the nature of the shipment, or any defect, characteristic or inherent vice thereof;
- (4) violation by the shipper, or consignee, or any other party claiming an interest in the shipment, of any of the rules contained in this tariff or other applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions;
- (5) acts or omissions of warehousemen, customs or quarantine officials or other persons, other than the carrier or its agents, gaining lawful or unlawful possession of the shipments under actual or apparent authority;
- (6) Compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs.

(B) The carrier will not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery, or any other result not caused by the actual negligence of itself, its agent, or representative, acting within the scope of their authority, or not occurring on its own line or in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.

(C) The carrier will not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, tobacco, tobacco products, valuable papers or other articles of extraordinary value.

(D) The carrier will not be liable in any event for any consequential or special damages arising from transportation subject to these tariff rules, whether or not the carrier had knowledge that such damages might be incurred.

- Example: Damage caused by weather conditions

(E) The carrier will not be liable for any loss or damage to live animals, birds, poultry.

(F) The carrier will accept for carriage animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, in compliance with the IATA Live Animal Regulations, however the carrier is not responsible for death of such animals.

(G) The carrier will not be liable for any damage or deterioration to perishable shipments, including edible food products

Rule 14: Substitution of Aircraft

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 will not substitute with another aircraft unless available.

Rule 15: Payment Requirement

- (1) Payments for a contracted flight must be prepaid.
- (2) Carrier will not accept any charges on a collect basis. All charges shall be paid by the shipper or by the consignee, on a prepaid basis, prior to the shipment being shipped to destination
- (3) **Currency of Rates and Charges**
Rates and charges appearing in this tariff are stated in terms of Canadian dollars.
- (4) **Payment of Charges**
Charges are payable in lawful currency of Canada by debit, credit card or charge account with proper authorization document if required at the time of acceptance by the carrier on prepaid shipment.

Rule 16: Cancellation Charges

- (1) When the cancellation is made 2 days or more prior to the planned departure, no cancellation charges shall be levied.
- (2) When the cancellation is made less than 2 days prior to the planned departure of the first flight, 10 % of the total air transportation contract price will be retained by the carrier.

Rule 17: Air Waybills

Subject to the contract between the carrier and the shipper, standard IATA Air Waybills will be used for carriage on the Carrier's flights.

Rule 18: Cargo Re-routing

Carrier reserves the right to deviate from any route shown on the Air waybill, and to forward, when necessary, in its opinion to expedite delivery.

Rule 19: Delivery

The consignee must accept delivery of and collect the consignment at the airport of destination. The shipper and owner are liable for all charges and expenses resulting from or in connection with the failure to take delivery of the consignment or for arrangements made with an independent contractor. The carrier accepts no responsibility for ground transportation of goods to an airport or from an airport.

Proof of delivery

When a proof of delivery is requested by the shipper, the Carrier will furnish a photocopy of the Air waybill signed by the consignee.

A service charge of \$10.00 will be assessed for each copy furnished by the carrier.

EXCEPTION: No charge will be assessed when proof of delivery is provided in defense of a written claim.

Rule 20: Storage

AS OF FEBRUARY 1ST, 2025 THE FOLLOWING WILL APPLY:

Shipments will be held by the carrier without charge for 48 hours (excluding Saturdays and Sundays and legal holidays for freight) after arrival and tender delivery at destination or notification of arrival, whichever is applicable. A 48-hour period will be computed from the first 8 a.m. after the tender of delivery, or notification of arrival.

After the expiration of such free time, the carrier will, if practicable, continue to hold such shipment as agent for the shipper and consignee, subject to a minimum charge of \$15.00 per day with a maximum of 100 lbs to a maximum of 3 months. The rate for items over 100 lbs is \$75.00 per day to a maximum of 1000 lbs. After 3 months of unclaimed cargo, the cargo will be discarded.

Part 2

TABLE 1 Rates and Charges

NAME OF Point-to-Point Rates(In Canadian Dollars)

AIR CREEBEC INC. FREIGHT RATES 2024															
CARGO REGULIER - WITHOUT FUEL SURCHARGE															
	Montréal	Chibougamau	Waskaganish	Eastmain	Wemindji	Chisasibi	Val-d'Or	Nemaska	Great Whale	Timmins	Moosonee	Fort Albany	Kashechewan	Attawapiskat	Peawanuck
Montréal		2.40	4.08	4.44	4.83	4.83	2.14	3.64	3.27						
Chibougamau	2.40		1.84	1.92	2.15	2.67	1.73	1.18	4.04						
Waskaganish	4.08	1.84		0.57	1.13	1.49	1.97	1.01	2.33						
Eastmain	4.44	1.92	0.57		0.67	1.12	2.36	1.05	1.92						
Wemindji	4.83	2.15	1.13	0.67		0.70	2.76	1.07	1.40						
Chisasibi	4.83	2.67	1.49	1.12	0.70		3.27	2.37	0.84						
Val-d'Or	2.14	1.73	1.97	2.36	2.76	3.27		2.00	3.27						
Nemaska	3.64	1.18	1.01	1.05	1.07	2.37	2.00		3.11						
Great Whale	3.27	4.04	2.33	1.92	1.40	0.84	3.27	3.11							
Timmins											1.73	2.13	2.13	2.50	3.88
Moosonee										1.73		0.92	0.92	1.29	2.89
Fort Albany										2.13	0.92		0.50	0.64	2.13
Kashechewan										2.13	0.92	0.50		0.64	2.13
Attawapiskat										2.50	1.29	0.64	0.64		1.84
Peawanuck										3.88	2.89	2.13	2.13	1.84	
MINIMUM CHARGE				58.00											
MINIMUM EXCESS BAGAGE				29.65											
LIVE ANIMAL FLAT RATE				167.50											
CANOE				368.14											
CARGO REGULIER - WITH FUEL SURCHARGE															
	Montréal	Chibougamau	Waskaganish	Eastmain	Wemindji	Chisasibi	Val-d'Or	Nemaska	Great Whale	Timmins	Moosonee	Fort Albany	Kashechewan	Attawapiskat	Peawanuck
Montréal		2.71	4.61	5.02	5.46	5.46	2.42	4.11	3.70						
Chibougamau	2.71		2.08	2.17	2.43	3.02	1.95	1.33	4.57						
Waskaganish	4.61	2.08		0.64	1.28	1.68	2.23	1.14	2.63						
Eastmain	5.02	2.17	0.64		0.76	1.27	2.67	1.19	2.17						
Wemindji	5.46	2.43	1.28	0.76		0.79	3.12	1.21	1.58						
Chisasibi	5.46	3.02	1.68	1.27	0.79		3.70	2.68	0.95						
Val-d'Or	2.42	1.95	2.23	2.67	3.12	3.70		2.26	3.70						
Nemaska	4.11	1.33	1.14	1.19	1.21	2.68	2.26		3.51						
Great Whale	3.70	4.57	2.63	2.17	1.58	0.95	3.70	3.51							
Timmins											1.95	2.41	2.41	2.83	4.38
Moosonee										1.95		1.04	1.04	1.46	3.27
Fort Albany										2.41	1.04		0.57	0.72	2.41
Kashechewan										2.41	1.04	0.57		0.72	2.41
Attawapiskat										2.83	1.46	0.72	0.72		2.08
Peawanuck										4.38	3.27	2.41	2.41	2.08	
MINIMUM CHARGE				65.54											
MINIMUM EXCESS BAGAGE				33.50											
LIVE ANIMAL FLAT RATE				189.28											
CANOE				416.00											