



CHARTER RULES AND TARIFF Second Edition (December 9th, 2024)

CRT Second Edition

Charter Tariff Containing Terms and Conditions of
Carriage, Rules and Regulations and Tolls Applicable in
Charter Air Services

Between

Points in Canada

With



Fixed Wing Aircraft

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Explanation of Abbreviations

CTC (A) the Air Transport Committee of the Canadian Transport Commission

No. Number

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.

% Per Cent

\$ Dollars

Part I – Terms and Conditions of Carriage

Definitions

“Animals” In addition of the usual connotation, includes reptiles, fish, birds, poultry, insects and worms.

“Baggage” means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“Base” means any of the carrier’s licensed bases.

“Carrier” means an air carrier within the meaning of the Aeronautics Act, and, where the context permits, includes its servants and agents acting within the scope of their employment.

“Charter” means an agreement for the supplying by the carrier of Class 4 charter commercial air services to a charterer.

“Charterer” means a person who enters into a charter with a carrier for the supplying to the charterer of Class 4 charter commercial air services.

“Committee” or “CTC (A)” means the Air Transport Committee of the Canadian Transport Commission.

“Day” means any period of twenty-four consecutive hours.

“Flight” means the movement of an aircraft from the point of take-off to the first point of landing.

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

“Month” means any period of thirty consecutive days.

“Summer” means the period from March 16 to December 14 both dates inclusive.

“Term charter” means a charter for a specified number of consecutive days or months or a combination thereof.

“Tolls” means any charge, classification, fare, rate or allowance.

“Winter” means the period from December 15 to March 15 both dates inclusive.

Rule 1: Application of Tariff

- 1.1. The rules, rates and charges in this Tariff constitute the conditions upon which the carrier performs or agrees to perform Class 4 charter commercial air services and are as much a part of every contract of air carriage between the charterer and the carrier as if set out therein.
- 1.2. The rules, rates and charges that apply to any charter are those in effect on the date the charter commences except that, in cases in which tenders, offers or quotations are called, the rules, rates and charges that apply are those in effect on
 - (a) The closing date of the tender, or
 - (b) The date the offer or quotation is submitted to the charterer, whichever is applicable.
- 1.3 If different rate or charge than the one contained in this manual are applied, the quotes, e-mail exchange, contracts and related documents will display a prominent "Confidential Contract" annotation.

Rule 2: Operation, Interruption or Cancellation of Charter Flights

1. The carrier shall have exclusive operational control over chartered aircraft and the contents and crew thereof.
2. Every person who is provided with transportation on a chartered aircraft shall comply with all the terms and conditions of the carrier, and all persons and property aboard a chartered aircraft shall be subject to the authority of the pilot in charge.
3. The carrier may:
 - (a) Cancel or terminate a charter or any flight of a charter at any time,
 - (b) Return to base or to the last point of landing, or
 - (c) Divert or land at an intermediate point.

when such action is deemed by the carrier to be necessary owing to the unserviceability of the aircraft, weather conditions or other conditions beyond the control of the carrier.

Rule 3: Traffic Documents

1. The carrier shall issue:
 - (a) With respect to each passenger, an individual passenger boarding pass, manifest or other similar document.
 - (b) In respect of baggage, a baggage ticket, manifest or other similar document, which may be combined with the passenger document, and
 - (c) In respect of goods, an air consignment notes, manifest, waybill, bill of landing or another similar document.
2. The charterer shall provide the carrier with all reasonable information, facilities and assistance in the issuing and delivery of traffic documents.

Rule 4: Space for the Carrier's Use

Any capacity in the chartered aircraft not being utilized by the charterer may, unless the charterer objects, be used by the carrier for the carriage of its own personnel, baggage or goods.

Rule 5: Human Remains-

Human remains shall not be carried unless enclosed in coffins or cases that prevent the escape of offensive odours.

Rule 6: Live Animals 📖

Live animals can be carried subject to the following conditions:

GENERAL

1. Advance arrangements must be made with the carrier before any animal will be accepted for carriage as either checked or carry-on baggage.
2. The carrier will accept for carriage animals/pets in compliance with the IATA Live Animal Regulations.



3. Animals must be contained in a 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. No soft shell or wire cages allowed. The cage must be properly secured by the passenger.

A maximum of two adult animals of comparable size, up to 14kg each, that are compatible, can be shipped in the same container. They must be in a container where they are able to comfortably lay down and stand up in the container to be accepted as such. Animals over that weight must travel individually. Animals up to six months old, from the same litter, up to 14 kg each, up to a maximum quantity of three, may be shipped in the same container/compartment. They must be in a container where they are able to comfortably lay down and stand up in the container to be accepted as such.

4. In carry-on domestic animals such as dogs, cats, hamsters, turtles, rabbits, guinea pigs and some birds provided the animal is/are accompanied by a passenger.
5. Exotic animals must be carried in an IATA approved container that must be placed as checked baggage in cargo.



6. An animal and its container is not included in the passenger's free baggage allowance.

Reference Company Tariff Manual for applicable charges.

NOTE: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

NOTE: Reference the Passenger Service Manual, Cargo/Ramp Services Manual <https://sharepoint.aircreebec.ca/Marketing%20and%20Operational%20Support%20Manuals/Forms/AllItems.aspx> or; Companies Tariff Manual <https://www.aircreebec.ca/fly-with-us/tariff-and-conditionsf> or calculations of applicable charges. Once there, click on download the PDF.

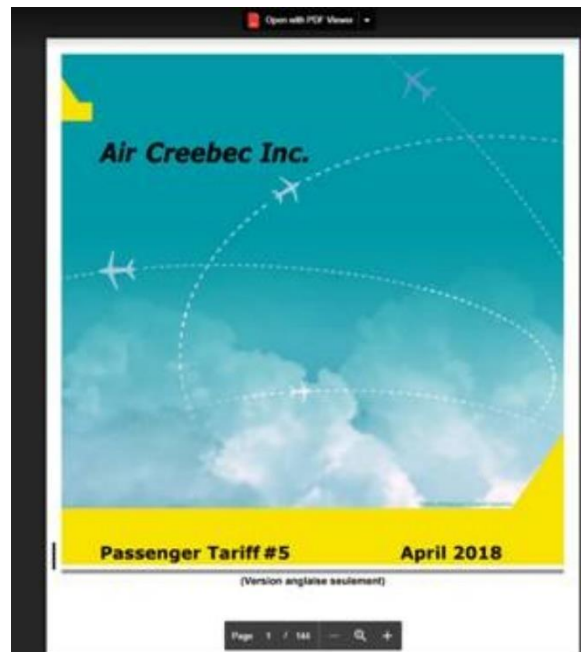
TARIFF AND CONDITIONS

Tariff Containing Rules Applicable to Scheduled Services for the Transportation of Passengers and their Baggage Between Points in Canada. (Available in English only).

This Tariff is applicable to the transportation of passengers and their accompanying baggage using aircraft operated by Air Creebec Inc.



DOWNLOAD THE PDF



NOTE: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service Animals will be carried free.

7. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits, and other documents required by countries, states or territories for entry or transit.
8. When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.

ANIMALS IN CABIN 

1. Only one (1) animal per passenger may be accepted for carriage in the passenger cabin.
2. The number of animals carried in the passenger cabin is limited to two (2) animal per flight.

NOTE: More can be accepted with approval from:

- Agent supervisor Dorval and Timmins (YUL)
- Cargo/Ramp Manager (YTS)
- Special Project Manager(YVO)
- Station supervisor Moosonee (YMO)
- Corporate Auditor and Trainer (YTS)
- Chief Pilot (YUL)
- Or from Management.

NOTE: For Carriage of Live animals in cargo reference the [Cargo Ramp Service Manual section 12.3.9 CARRIAGE OF LIVE CARGO](#):

3. The maximum size permitted for the in-cabin animal container/kennel (length+ width + height) must not exceed **9” x 16” x 22.5”** (22.5cm x 40cm x 56 cm).
4. The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 6 kg/13 lbs.
5. The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
6. The in-cabin animal and container/kennel may be carried in lieu of the passenger's carry-on baggage allowance, but charges will be applied. (See Company Tariff Manual <https://www.aircreebec.ca/fly-with-us/tariff-and-conditions>).
7. The animal must remain in the container/kennel for the entire duration of the journey.
8. If the container/kennel exceeds the maximum size and/or maximum weight mentioned in 3 and 4 above, passengers will be required to tender the animal as checked baggage.
9. The carrier may request a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers.
10. Charges: The charge for transportation of an animal and container/kennel in the passenger cabin will be found in the passengers tariff manual:

NOTE: This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

NOTE: At any time, if there are passengers who are allergic, the live animal will be put in the cargo area.

Rule 7: Dangerous Goods

1. The charterer shall comply with the applicable governmental regulations governing the carriage of dangerous goods under this Tariff.
2. Any charterer shipping or attempting to ship dangerous goods in contravention of any Government regulation shall be liable to the carrier for all loss or damage directly or indirectly caused thereby, and the carrier may store or dispose of such goods at the charterer's risk and expense.


Rule 8: Perishable Goods

1. Perishable goods shall be properly packed by the charterer to prevent deterioration in flight.
2. The carrier is not liable for any delay and/or loss of perishable goods.

Rule 9: Prisoners

1. Prisoners are accepted on a charter as per the carrier's [SECURITY MANUAL](#) procedures upon request.
2. The charterer shall indemnify the carrier for any loss, injury or damage caused by a prisoner.

Rule 10: Refusal of Carriage

1. The carrier may refuse to carry any passenger where it has reasonable grounds for believing that passenger's condition is such as to involve an unusual risk or hazard.
 - a. To himself or to other persons, including, in the case of a pregnant passenger , an unborn child; or
 - b. To any property.
2. The carrier shall refuse to carry any articles that it has reasonable grounds for believing.
 - a. Will endanger the safety of the aircraft, crew or passengers or any property;
 - b. Are shipped contrary to any governmental regulations; or
 - c. Are liable to cause damage to the aircraft or to baggage or goods on board the aircraft or injury to persons onboard the aircraft.
3. The carrier may refuse to carry improperly packed or otherwise defective baggage or goods.
4. Pregnant passengers: 
 - (i) An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 36th week of her pregnancy or up to four weeks before her expected due date without a medical certificate.
 - (ii) An expectant mother who is in or beyond the 36th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.
5. The carrier is not liable for its refusal to transport or for its removal of any passenger in accordance with the preceding paragraphs of this rule, but will, at the request of the passenger, refund the passenger.

Rule 11: Acceptance of a passenger with a Disability

1. 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.

(i) Definitions

“Ambulatory” means a person who is able to move about within an aircraft unassisted.

“Non-Ambulatory” means a person who is not able to move about with the aircraft unassisted.

“Non-self-reliant” means a person who is incapable of self-care during flight.

“Self-reliant” means a person who is independent, self-sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual attention beyond that afforded to the general public, except for assistance in boarding or deplaning.

“Attendant” means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by the carrier’s staff.

“WCHC” is a passenger who is completely immobile and who requires a wheelchair to/from the aircraft and must be carried up/down steps and to/from cabin seat. These passengers must be accompanied by an attendant.

(ii) Acceptance of a passenger with a disability

- a. The carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised a carrier of his self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees.
- b. Passengers with a disability will be accepted for transportation as outlined below:

<u>Disability</u>	<u>Assistance Required</u>
Blind	No
Deaf	No
Blind and Deaf	Yes
Intellectually Disabled/Self-reliant	No
Intellectually Disabled/Non self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non self-reliant	Yes
Non-Ambulatory/Self-reliant	No
Non-Ambulatory/Non self-reliant	Yes

*****Note:** the maximum per flight- no limit

- c. The number of persons with disabilities and the number of attendants required may be altered by the Carrier in the case of handicapped athletes attending their sporting events.
 - d. The carrier reserves the right to require a medical clearance from the Company Medical Authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).
 - e. The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for caring for him en route and, with the care of such an attendant, he will not require unreasonable attention or assistance from employees of the carrier.
- (iii)** Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the ventral stair may have to be used as an emergency exit, or on the upper deck of the aircraft.

- (iv) Reservations should be made at least 24 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that arrangements can be made. The carrier will make every effort to accommodate passengers who fail to make reservations 24 hours in advance.
- (v) In addition to the regular free baggage allowance, the carrier will accept the following items as priority checked baggage without charge. As long as loading and off-loading equipment is available at the stations:

 - a) Wheelchairs with non-spill able batteries, with terminals disconnected and taped.
 - b) Wheelchairs with spill able wet cell batteries on certain types of aircraft, with terminals disconnected and taped, providing they can be securely fastened in an upright position and protected against contact with other articles. The carrier requires a 24-hours notice for carriage or spill able wet cell battery operated wheelchairs.
 - c) Mobility aides such as, but not limited to manually operated wheelchairs, walkers, crutches and canes.
- (vi) Walkers, crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the carrier's safety regulations and provided they may be accommodated.
- (vii) The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified as having been trained by a professional service animal institution. Such an animal may not occupy a seat in the aircraft. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel.
- (viii) If a mobility aid is damaged or lost, the charterer will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the charterer will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the charterer will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

The carrier is not responsible for the loss and/or damage of mobility aids.

Rule 12: Acceptance of Children

(A) General

1. Infants and Children under 5 years of age, accompanied in the same cabin by a passenger 18 years of age or older or who is the legal parent regardless of age, , will be accepted for transportation. Only 1 infant per adult is accepted.
2. Air Creebec does not offer seat selection however, the carrier will accommodate the seating of children under the age of 14 beside or in close proximity to the parent or guardian.
3. Persons entrusted with the care of infants and children must be capable of discharging this duty.

Infants:

1. Infants under two years of age on the date of travel do not require a seat.
2. Infants under two years of age do not require a ticket.
3. Only one infant under the age of 2 years may be held in the lap of an accompanying passenger 18 years of age or older or who is the legal parent regardless of age.
4. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger, or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
5. An infant under 2 years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
6. Infants under 2 years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

Children:

1. All children, two years of age or older, must be ticketed and assigned a seat.
2. All children, 5 years of age but under 12, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes and will be considered an Unaccompanied Minor and will be charged the applicable fees.
3. All children, over 5 years of age but under 12, will be able to travel without restriction when accompanied by a passenger at least 18 years of age and will be considered as a Child for the purposes of travel and will be charged the applicable Child fare.
4. A child under 12 years of age not accompanied by a passenger 18 years of age or over or who is the legal parent regardless of age are accepted for transportation only under the following conditions:
 - (a) Under 5 years of age, not accepted under any conditions.
 - (b) 5 to 11 years of age, accepted for on-line transportation. The child must be brought to the airport of departure by a parent or responsible adult who remains with the child until boarded on the plane and who must furnish the carrier with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his destination but not accepted if the flight on which the child holds a reservations is expected to terminate short of or by-pass his destination. Must travel on direct flights.
5. Children under 17 years of age will not be accepted if connecting to another flight.
6. The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

(B) Acceptance of Infants and Children

For travel within Canada or between Canada

Age	Accepted	Conditions
0 days to 23 months (infant)	Yes	<p>Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap.</p> <p>An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assigned the applicable fare.</p>
2 up to 12 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger 18 years of age or older for the entire trip.</p> <p>These passengers must be either supervised by a passenger of 18 years or older or use the carrier's unaccompanied minor services. (See "D", <i>Unaccompanied Minors</i>)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
12 to 17 years old (youth)	Yes	<p>These passengers are considered to be Youths for the purpose of air travel and will pay the applicable Youth fare.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised.</p>

(C) Documentation

Passengers under 17 years of age should carry identification such as a passport; an original birth certificate or a non-government ID, e.g. student card.

(D) Unaccompanied Minors

For complete details on minors travelling unaccompanied refer to [Passenger tariff Manual Rule 65.](#)

Rule 13: Liability for Delay

The carrier shall not be liable for the delay either before the flight is commenced or at any time during the charter owing to weather conditions, unserviceability of the aircraft or other conditions beyond the control of the carrier.

Rule 14: Liability of Carrier Respecting Passengers

14.1 The liability of the carrier in respect of the death of or injury to, a passenger is limited to the sum of \$300 000.00.

14.2 The carrier may by agreement with the charterer increase the carrier's limit of liability above the sum set out in **14.1** but the charterer, in such case, shall be charged for any additional insurance premiums paid by the carrier as a result of such increase in the carrier's limit of liability.

14.3 The carrier is not liable:

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 age or mental or physical condition; or

In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

Rule 15: Liability of Carrier Respecting Baggage/Cargo

a) The Carrier is not liable for any loss, damaged and/or delayed baggage/cargo.

b) The Charterer is liable for any loss, damaged or delayed baggage/cargo.

Rule 16: Not applicable

Rule 17: Not applicable

Rule 18: Limit of Action

- (1) No action may be maintained against the carrier for injury to or for any delay in carriage of any passenger.
- (2) No action may be maintained against the carrier for loss or delay of, or damage to, baggage or goods.

Part 2 – Rules and Regulations

Rule 19: Currency

- 19.1** All monetary amounts published in this Tariff are stated in terms of lawful currency of Canada.
- 19.2** Charges are payable in Canadian currency or in any other currency acceptable to the carrier in an amount equivalent to the Canadian dollar amount, computed on the basis of the currently effective banker's buying rate.

Rule 20: Payment and Adjustment of Charges

- 20.1** Any amount by which charges paid before commencement of a charter, or prior to its completion, exceed the charges properly applicable to the completed charter shall be refunded to the charterer upon completion of the charter.
- 20.2** When charges paid before commencement, or prior to completion, of a charter are less than the charges properly applicable to the completed charter, the difference shall be charged to the charterer upon completion of the charter.
- 20.3** When a charter is cancelled by the carrier prior to commencement, a full refund of the charges paid in advance shall be made to the charterer by the carrier.
- 20.4** When a charter is cancelled by the carrier after commencement, charges shall be charged for the completed portion only.
- 20.5** No charges shall be charged to the charterer:
- (a) where flights are not completed due to mechanical failure or crew causalities and the carrier fails to arrange satisfactory alternative transportation; or
 - (b) where charges are assessed on a mileage basis, in respect of any deviation not requested by the charterer.
- 20.6** No charges shall be charged to the charterer in respect of any flying in an unsuccessful attempt to complete a flight required under the charter, unless the charterer, his servant or agent, agrees in advance.
- 20.7** The monthly payment on term charters of one month or more shall not be less than the applicable minimum charge per month.
- 20.8** Any refund of charges to which a charterer might be entitled shall be limited to a sum attributable to that part of a charter that has not been usefully performed.

Rule 21: Ground Transportation

Tolls published in this Tariff do not include charges for ground transportation.

Rule 22: Split Charters

The carrier shall enter into a charter with one charterer only at one time and shall not permit the resale of space at a toll per unit, but when the charterer and persons other than the carrier wish to use the aircraft jointly, the carrier, if requested by the charterer, may accept payment of the charter charges from the charterer and such other persons on any basis of apportionment agreed to between the parties.

Rule 23: Substitution of Aircraft

- (1) When, owing to causes beyond the control of the carrier, the chartered aircraft is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of the charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections (2) and (3).
- (2) When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft shall not be greater than the payload that would have been available in the aircraft originally chartered, unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- (3) When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges shall be based on the rates and charges applicable to the type of substituted aircraft.

Rule 24: Charges for Cancellation of Charters by the Charterer

25% of payment non refundable if cancelled within 48 hours.

50% of payment non refundable if cancelled within 24 hours.

Rule 25: Payment of Charges on Behalf of the Charterer

Upon request of the charterer and subject to reimbursement by the charterer, the carrier may pay or assume responsibility for payment of charges for transportation, cartage, storage, loading and unloading, Government duties and customs fees accrued on the goods to be carried pursuant to the charterer.

Rule 26: Facilities and Services Required to be Provided by the Charterer

- (1) Where the following facilities and services, that is to say,
 - (a) Communications and navigational aids,
 - (b) Hangar and storage space,
 - (c) Pre-heaters for aircraft,
 - (d) Airstrips with communications, markers, lights or both, or
 - (e) Personnel to assist carrier's crews with aircraft ground operations, are available for the carrier's use at points other than the carrier's base situated north of 57° 30" North Latitude west of 102° West Longitude and north of 58° North Latitude east of 102° West Longitude, the cost to the carrier for using such facilities and services, except when owned and operated by the carrier, shall be charged to the charterer."
 - (f) Arrangement for vehicle parking and costs.
- (2) Where the facilities and services set out in subsection (1) are required but not available in the area described in that subsection, they shall be provided by the charterer at no cost to the carrier.
- (3) Upon the request of and authorization by the charterer, the carrier shall act as agent for the charterer and arrange for the facilities and services set out in subsection (1) and the charterer shall be charged the costs incurred by the carrier in providing them.

Rule 27: Minimum Charges

- (1) When the charges for flying are less than the applicable minimum charges per aircraft published in Table II, the minimum charges per aircraft are applicable.
- (2) Except as provided in **Rule 28.1.c**, the minimum charge for flying on term charters is the amount computed by multiplying the number of days or months each aircraft is on the term charter by the applicable minimum charge per aircraft per day or per month.
- (3) The minimum charge per aircraft per month is applicable when it is less than the charge resulting from the application of the minimum charge per aircraft per day.
- (4) For days beyond a period of a whole month, one-thirtieth of the applicable minimum charge per aircraft per month is applicable to each such day.
- (5) In term charters of less than one month when the aircraft is available for less than an average of five hours per day, the minimum charge per aircraft per day is an amount bearing the same proportion to the applicable minimum charge per day in Table II as the average number of hours of availability per day bears to an average of five hours per day.
- (6) In term charters of one month or more, when the aircraft is available to the charterer for less than an average of twenty-five days per month the minimum charge per aircraft for the period of the charter is reduced by one-thirtieth of the applicable minimum charge per aircraft per month for each day the aircraft is unavailable less than the average of twenty-five days.

Rule 28: Application of Zone Rates and Charges

- (1) The applicable rates and charges are those in effect in the zone in which each flight originates, except as follows:
 - (a) A flight originating on a zone boundary line is subject to the lower of the rates and charges applicable in the zones separated by that boundary line;
 - (b) When, to meet the requirements of the carrier, a stop is made in a zone different from that in which a flight originates, there is no change in the applicable rates and charges; and
 - (c) When on a term charter flights originate in more than one zone, the minimum charge applicable to each zone is applied to the number of days, for charters of thirty days, or months, for charters of thirty days or more, that bears the same proportion to the total number of days or months to which minimum charges are applicable on the charter as the number of hours flown in each zone bears to the total hours flown pursuant to the charter.

(2) For the purposes of this Tariff, Canada is divided into the following zones:

(a) The area south of 57°30' North Latitude west of 120° West Longitude between 57°30' North Latitude and 54° North Latitude and west of straight lines drawn between 54° North Latitude 120° West, 51° North Latitude 116° West Longitude and 49° North Latitude 114° West Longitude.

(b) The area south of 51° North Latitude between 102° West Longitude and a straight line joining 49° North Latitude 114° West Longitude and 51° North Latitude 116° West Longitude.

(c) The area between 102° West Longitude and 52° West Longitude south of a line drawn along parallels of Latitude and meridians of Longitude, except as otherwise indicated, between the following points:

51° North Latitude 102° West Longitude

51° North Latitude 57°30' West Longitude thence in a straight line drawn to

52° North Latitude 55°30' West Longitude; thence along

52° North Latitude 52° West Longitude

(d) The area circumscribed by a line drawn along the parallels of latitude and meridians of Longitude, except as otherwise indicated, between the following points:

51° North Latitude 116° West Longitude, thence in a straight drawn to

54° North Latitude 120° West Longitude

54°30' North Latitude 120° West Longitude

54°30' North Latitude 102° West Longitude

51° North Latitude 102° West Longitude

51° North Latitude 116° West Longitude

(e) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

51° North Latitude 102° West Longitude

54°30' North Latitude 102° West Longitude

54°30' North Latitude 85° West Longitude

51° North Latitude 85° West Longitude

51° North Latitude 102° West Longitude

- (f) The area east of 85° West Longitude between 54°30' North Latitude and a line drawn along the parallels of Latitude and meridians of Longitude except as otherwise indicated, between the following points:

51° North Latitude 85° West Longitude

51° North Latitude 57°30' West Longitude, thence in a straight line to

52° North Latitude 55°30' West Longitude then along

52° North Latitude to 52° West Longitude

- (g) The area circumscribed by a line drawn along parallels of Latitude and meridians of Longitude between the following points:

54°30' North Latitude 120° West Longitude

57°30' North Latitude 120° West Longitude

57°30' North Latitude 107° West Longitude

54°30' North Latitude 107° West Longitude

54°30' North Latitude 120° West Longitude

- (h) The area circumscribed by a line drawn along parallels of Latitude and meridians of Longitude between the following points:

54°30' North Latitude 107° West Longitude

57°30' North Latitude 107° West Longitude

57°30' North Latitude 102° West Longitude

54°30' North Latitude 102 West Longitude

54°30' North Latitude 107° West Longitude

- (i) The area circumscribed by a line drawn along parallels of Latitude and meridians of Longitude between the following points:

54°30' North Latitude 102° West Longitude

58° North Latitude 102° West Longitude

58° North Latitude 85° West Longitude

54°30' North Latitude 85° West Longitude

54°30' North Latitude 102° West Longitude

(j) The area east of 85° West Longitude between 54°30' North Latitude and 58° North Latitude.

(k) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

57°30' North Latitude	120° West Longitude
60° North Latitude	120° West Longitude
60° North Latitude	102° West Longitude
57°30' North Latitude	102° West Longitude and
57°30' North Latitude	120° West Longitude

(l) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

57°30' North Latitude	141° West Longitude
64° North Latitude	141° West Longitude
64° North Latitude	102° West Longitude
60° North Latitude	102° West Longitude
60° North Latitude	120° West Longitude
57°30' North Latitude	120° West Longitude
57°30' North Latitude	141° West Longitude

(m) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

58° North Latitude	102° West Longitude
68° North Latitude	102° West Longitude
68° North Latitude	80° West Longitude
58° North Latitude	80° West Longitude
58° North Latitude	102° West Longitude

(n) The area east of 80° West Longitude between 58° North Latitude and 64° North Latitude.

- (o) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

64°	North Latitude	141° West Longitude
68°30'	North Latitude	141° West Longitude
68°30'	North Latitude	128° West Longitude
66°	North Latitude	128° West Longitude
66°	North Latitude	102° West Longitude
64°	North Latitude	102° West Longitude
64°	North Latitude	141° West Longitude

- (p) The area circumscribed by a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

66°	North Latitude	128° West Longitude
68°30'	North Latitude	128° West Longitude
68°30'	North Latitude	115° West Longitude
68°	North Latitude	115° West Longitude
68°	North Latitude	102° West Longitude
66°	North Latitude	102° West Longitude
66°	North Latitude	128° West Longitude

- (q) The area between 71° North Latitude and a line drawn along the parallels of Latitude and meridians of Longitude between the following points:

68°30'	North Latitude	141° West Longitude
68°30'	North Latitude	115° West Longitude
68°	North Latitude	115° West Longitude
68°	North Latitude	80° West Longitude
64°	North Latitude	80° West Longitude
64°	North Latitude	52° West Longitude

- (r) The area north of 71° North Latitude.

Rule 29: Charges for Loading and Unloading Aircraft

- (1) The carrier is not responsible for loading and unloading aircraft at its bases except that when the charterer requests. (The cost of special equipment and personnel shall be charged to the charterer).
- (2) At places other than the carrier's bases, except when caused by unserviceability of the aircraft or other cause attributable to the carrier, the cost of loading and unloading of aircraft shall be charged to the charterer.

Rule 30: Crew's Expenses

When the nature of the charter requires the carrier's personnel to live away from the carrier's bases, the charterer shall provide, or be charged for, their accommodation and meals, and ground transportation between aircraft and living quarters at the operating site.

Rule 31: Charges for In-flight Meals

Billed to charterer at cost.

Rule 32: Charges for Extra Air Crew

Billed to charterer at cost.

Rule 33: Additional Charges for Fuel and Oil

- (1) When fuel and oil are cached in connection with the performance of a charter, the charterer shall be charged the cost of establishing the cache and returning empty containers.
- (2) When the aircraft of the carrier is used for establishing a cache referred to in subsection (1), the hours flown shall be charged for as part of the charter.
- (3) Fuel and oil consumed in the performance of a charter (other than for domestic ABC, ITC, CPC charters) will be charged to the charterer in the amount by which the cost per gallon to the carrier exceeds the following prices:

<u>ZONE</u>	<u>80/87 or 100/130</u>	<u>TURBO FUEL</u>	<u>OIL</u>
A to R	(A) \$0.00	(A) \$0.00	(A) \$0.00

- (4) All aircraft charter rates exclude fuel which will be rebilled at cost.

Rule 34: Charges for Storage

- (1) Unless otherwise agreed between the charterer and the carrier, goods shall be held by the carrier without charge for a period of 24 hours after notification of arrival, which period shall be computed from the first 8:00 a.m. after notification of arrival.
- (2) Upon the expiration of the period described in subsection(1), the carrier shall, if practicable, continue to hold the goods as agent for the charterer and consignee, fees apply.
- (3) Outbound goods delivered to the carrier's premises that are not acceptable for carriage in the condition in which tendered, are subject to the storage charges provided for in this section from the time of notification to the charterer of unacceptability until such goods are made acceptable for carriage or removed.

Rule 35: Charges for Special Services, Equipment and Personnel

Billed at cost to the charterer.

Rule 36: Charges for Goods Carried Outside Aircraft

Intentionally omitted.

Rule 37: Charges for Detention on Non-Term Charters

- (1) The detention charges set out in Table II shall be charged only when the aircraft is detained at the request of the charterer beyond the free time provided in the said Table.
- (2) When daily detention charges are applicable, any charges for flying on that day shall be deducted therefrom.

Rule 38: Incidental Traffic

- (1) In this section, “incidental traffic” means passengers, baggage and goods other than those of a charterer for which no arrangement has been made prior to the commencement of a charter flight.
- (2) Every carrier shall accept incidental traffic for carriage on an aircraft where;
 - (a) The charterer’s use of the aircraft will not be adversely affected;
 - (b) The deviation from the mileage flown pursuant to the charter does not exceed 15% ;
 - (c) When the charterer’s passengers are aboard the aircraft, the agreement of the charterer is obtained.
- (3) Charges for the carriage of incidental traffic shall be the sum of;
 - (a) The greater of;
 - i. The charges computed by multiplying the actual number of miles the traffic is carried by the rate per passenger per mile or per pound per mile(whichever is applicable) published in Table II, and
 - ii. The minimum charge per passenger or per consignment for incidental traffic published in Table II; and
 - (b) The charges for any services performed incidental to transportation for which provision is made in this tariff.
- (4) Where any incidental traffic is carried, the charterer shall be entitled to a refund in an amount equivalent to 50% of the revenue from such incidental traffic computed in accordance with paragraph (3)(a).

Rule 39: Use of Aircraft by Persons other than a Term Charterer

When a term charterer, during the term of the charter, permits the carrier to charter the aircraft to other persons, the minimum charges applicable to the term charter shall be reduced by 50% of the revenue earned from the charter to such other persons.

Rule 40: Disposition of Fractions when Computing Charges

- (1) When computing charges,
 - (a) Fractions of less than one-half mile shall be dropped.
 - (b) Fractions of one-half mile or more shall be increased to the next whole mile; and
 - (c) Fractions of an hour shall be rounded off to the nearest multiple of six minutes and expressed as a decimal of an hour.
- (2) When computing a charge other than a total charter charge,
 - (a) Fractions of less than one-half cent shall be dropped; and
 - (b) Fractions of one-half cent or more shall be increased to the next whole cent.

Rule 41: Application of Rates and Charges

- (1) On non-term charters rates per mile shall apply for all point-to-point flights where flight distances are measurable.
- (2) Rates per hour shall apply when the carrier is providing air service for a charterer engaged in operations involving flights or parts thereof where flight distances are not measurable, or when requested by charterer and such request is noted by the carrier on the invoice.
- (3) On term charters, rates per hour shall apply except that rates per mile will apply when requested by the charterer to the extent that flight distances are measurable.

Rule 42: Methods of Measuring Distance

- (1) Use of Collins Aerospace Flight Operation System (FOS) computerized Quoting program for calculation
- (2) When a flight is required to be flown over airways routes or routes prescribed by the Department of Transport, the distances shall be measured in straight lines along such routes.
- (3) The distances of flights, other than a flight referred to in subsection(1) shall be measured in a straight line between the places of commencement and termination of the work provided for in the charter, using standard eight miles to one-inch aeronautical charts, National Topographic Series, as issued by the Department of Energy, Mines and Resources, Ottawa.

Rule 43: Determination of Flight Time

- (1) When an entire flight is to be assessed at rates per hour, the hours and minutes for which a charge is made shall be computed from the time the aircraft commences taxi-ing before take-off until it finishes taxi-ing after landing.
- (2) When only a portion of a flight is to be assessed at rates per hour, the hours and minutes flown shall be computed from the time the aircraft deviates from a point on the measurable route until it returns to a point on the measurable route.

Rule 44: Determination of Total Charter Miles or Hours

- (1) The total charter miles or hours, whichever is applicable, shall be the aggregate of the following miles or hours computed in accordance with Rule 42 or 43, that is to say,
- (a) The less of the miles or hours, if any,
 - i. Measured from the carrier's nearest base named in Table I at which the chartered aircraft is shown as available to the place at which the work provided for in the charter is to be performed, and
 - ii. Measured from the place at which the chartered aircraft is actually located at the time of the charter to the place from which the work provided for in the charter is to be performed;
 - (b) The miles or hours flown in performing the work of the charter; and
 - (c) The lesser of the miles or hours, if any,
 - i. Measured from the place at which the work provided for in the charter terminated to the carrier's base named in Table I nearest to the place at which the work provided for in the charter commenced, and
 - ii. Measured from the place at which the work provided for in the charter terminated to whichever of the following places the aircraft is actually flown, that is to say.
 - (d) Another base of the carrier,
 - (e) The place at which another charter is to commence, or
 - (f) The place at which the carrier requires the aircraft for operational reasons.
- (2) Where the chartered aircraft is on a term charter subject to rates per hour and the hours flown for positioning and depositioning the aircraft calculated from and to the carrier's base under the provisions of paragraph (1) (a) but the flight of the aircraft commences and terminates at places other than the carrier's base, the hours flown between the carrier's base and the places of commencement and termination of the work provided for in the charter shall be determined as follows:
- (a) The mileage between the carrier's base and place of commencement or termination of the work provided for in the charter measured in accordance with **Rule 42** is divided by the block speed determined by dividing the rate per hour for non-term charters by the rate per mile for non-term charters published in Table II.

Rule 45: Charges for Landings on Non-Term Charters

- (1) The landing charges set out in Table II shall be charged when landings in addition to the free landings allowed in that Table are made pursuant to a request by the charterer.
- (2) Landing charges shall not apply.
 - (a) To landings made on flights to which the minimum charge per flight applies; or
 - (b) To the landing made upon positioning of the aircraft after completion of the work provided for in the charter.

Rule 46: Charges for Taxi-ing Aircraft

Intentionally omitted.

Rule 47: Special Rates for Guaranteed Volume of Flying

Intentionally omitted.

Rule 48: Extensions of Guarantee

Intentionally omitted.

Rule 49: Credits for Fuel and Oil Supplied by Charterer

Where fuel and oil are supplied to the carrier by the charterer the charterer shall be credited with the value of such supplies based on the value of the supplies in zone rates set out in **Rule 33.3**.

Part 3 – Tolls

(See Section 1-Interpretation)

TABLE 1

CARRIER'S MAIN BASES

NAME OF		AIRCRAFT AVAILABLE	
<u>BASE</u>	<u>AIRPORT</u>	<u>(NAME, TYPE, MODEL)</u>	<u>UNDERCARRIAGE</u>
Chisasibi /LG2	Airport	Hawker Siddely HS 748-2A	Wheels
	Airport	King Air 100	Wheels
	Airport	De Havilland Dash 8	Wheels
Moosonee	Airport	Hawker Siddely HS 748-2A	Wheels
	Airport	King Air 100	Wheels
	Airport	De Havilland Dash 8	Wheels
Timmins	Airport	Hawker Siddely HS 748-2A	Wheels
	Airport	King Air 100	Wheels
	Airport	De Havilland Dash 8	Wheels
Val d'or	Airport	Hawker Siddely HS 748-2A	Wheels
	Airport	King Air 100	Wheels
	Airport	De Havilland Dash 8	Wheels
Kapuskaing	Airport	Hawker Siddely HS 748-2A	Wheels
	Airport	King Air 100	Wheels
	Airport	De Havilland Dash 8	Wheels
Montreal	Airport	Hawker Siddely HS 748-2A	Wheels
	Airport	King Air 100	Wheels
	Airport	De Havilland Dash 8	Wheels

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT
DEHAVILLAND TWIN OTTER DHC-6 AIRCRAFT

INTENTIONALLY OMITTED

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)**HAWKER SIDDELY 748-2A AIRCRAFT
(EXCEPT FUEL TANKER CONFIGURATION)**

(1) Charges for flying on non-term charters (See rule 41)

<u>Zone</u>	<u>Rate per Mile</u>	<u>Rate per Hour</u>	<u>Minimum Charge per Flight</u>
A to J	26.31	5788.00	3157.00
K to R	27.31	6008.00	3277.00

(2) Charges for flying on term charters (See rule 41)

<u>Zone</u>	<u>Rate per Mile</u>	<u>Rate per Hour</u>	<u>Minimum Charge per Aircraft</u>	
			<u>Per Day</u>	<u>Per Month</u>
A to J	26.31	5788.00	28940.00	578800.00
K to R	27.31	6008.00	30040.00	600800.00

(3) Charges for detention of aircraft (See Rule 37)

<u>Zone</u>	<u>Free Time</u>	<u>Rate per Hour</u>	<u>Rate per Day</u>
A to J	½ hour per	5788.00	28940.00
K to R	hour of flight	6008.00	30040.00

(4) Charges for taxi-ing aircraft (See Rule 46)

Intentionally omitted.

(5) Charges for landings on non-term charters(See Rule 45)

<u>Zone</u>	<u>Free Landing</u>	<u>Additional Landing</u>
A to F	0	250.00
G to R	0	250.00

(6) Charges for goods carried externally (See Rule 36).

Intentionally omitted.

(7) Rates and charges for incidental traffic (See Rule 38)

<u>Zone</u>	<u>Per Passenger per Mile</u>	<u>Minimum Fare</u>	<u>Per Pound per Mile</u>	<u>Minimum Charge</u>
A to J	0.34	27.00	0.004	33.50
K to R	0.40	27.00	0.004	33.50

Issued on not less than one day's notice pursuant to CTC (A) Special Permission No. 1042

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)**HAWKER SIDDELY 748-2A AIRCRAFT (FUEL TANKER CONFIGURATION)
LIMITED TO THE MOVEMENT OF PETROLEUM PRODUCTS UNDER CONTRACT
FOR VOLUMES IN EXCESS OF 45 460 LITRES)**

(1) Charges for flying on non-term charters (See Rule 41)

<u>Zone</u>	<u>Rate per Mile</u>	<u>Rate per Hour</u>	<u>Minimum Charge per Flight</u>
A to J	26.31	5788.00	3157.00

(2) Charges for flying on term charters (See Rule 41)

<u>Zone</u>	<u>Rate per Mile</u>	<u>Rate per Hour</u>	<u>Minimum Charge per Aircraft</u>	
			<u>Per Day</u>	<u>Per Month</u>
A to J	26.31	5788.00	28940.00	578800.00

(3) Charges for detention of aircraft (See Rule 37)

<u>Zone</u>	<u>Free Time</u>	<u>Rate per Hour</u>	<u>Rate per Day</u>
A to J	½ hour per	5788.00	28940.00

(4) Charges for taxi-ing aircraft (See Rule 46)

Intentionally omitted.

(5) Charges for landing on non-term charters (See Rule 45)

Intentionally omitted.

(6) Charges for goods carried externally. (See Rule 36)

Intentionally omitted.

(7) Rates and charges for incidental traffic. (See Rule 38)

Intentionally omitted.

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)
DOUGLAS DC-3 AIRCRAFT

INTENTIONALLY OMITTED

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)

CESSNA 402 AIRCRAFT

INTENTIONALLY OMITTED

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)
CURTIS C-46 AIRCRAFT

INTENTIONALLY OMITTED

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)**DASH 8-100 AIRCRAFT****NON-TERM CHARTERS:**

Rate per Mile	\$16.92
Rate per Hour	\$4399.20
* Minimum Charge per Flight	\$2030,40
Detention Free Time 1 Hour per Hour of Flight	
Detention Charge per Hour	\$ 2199,60
Detention Charge per Day	\$ 10998.00
Free Landings .0. Number	
Charge per Landing	\$150.00

TERM CHARTERS:

Rate per Mile	\$ 16.92
Rate per Hour	\$ 4399.20
Minimum Charge per Day	\$ 21996.00
Minimum Charge per Month	\$ 439920.00

TAXI-ING:

Intentionally omitted.

GOODS CARRIED OUTSIDE AIRCRAFT:

Intentionally omitted.

INCIDENTAL TRAFFIC:

Intentionally omitted.

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)

BEECH 100 AIRCRAFT

INTENTIONALLY OMITTED

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)**DASH 8-300 AIRCRAFT****NON-TERM CHARTERS:**

Rate per Mile	\$ 18.78
Rate per Hour	\$ 5634.00
* Minimum Charge per Flight	\$ 2253.60
Detention Free Time 1 Hour per Hour of Flight	
Detention Charge per Hour	\$ 2 817.00
Detention Charge per Day	\$ 14085.00
Free Landings .0. Number	
Charge per Landing	\$ 250.00

TERM CHARTERS:

Rate per Mile	\$ 18.78
Rate per Hour	\$ 5634.00
Minimum Charge per Day	\$ 28170.00
Minimum Charge per Month	\$ 563400.00

TAXI-ING:

Intentionally omitted.

GOODS CARRIED OUTSIDE AIRCRAFT:

Intentionally omitted.

INCIDENTAL TRAFFIC:

Intentionally omitted.

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)
EMBRAER BANDERANTE

INTENTIONALLY OMITTED

TABLE 2 - SPECIFIC CHARGES FOR FIXED WING AIRCRAFT (CONTINUED)
BEEHCRAFT 1900D

Intentionally Omitted

TABLE 3: ONE WAY DISTANCES

Intentionally Omitted

TABLE 4: CHARTER TRANSPORTATION CHARGES PER AIRCRAFT

Intentionally Omitted