



Passenger and Parcel Express Tariff 42

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Rules and Regulations Governing the  
Transportation of Passengers and Parcels

October 1, 2018  
Passenger Services

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## Schedule Numbers SECTION A

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Route	Routing	Schedule Number
NORTH BAY –TIMMINS HEARST	via Timmins	700
NORTH BAY-COCHRANE	via Matheson	700
HEARST-TIMMINS-NORTH BAY	via Matheson	800
COCHRANE – NORTH BAY	via Matheson	800
HEARST – SUDBURY	via Timmins	600
SUDBURY – HEARST	via Timmins	500
SUDBURY – TORONTO	via Parry Sound	400
TORONTO – SUDBURY	via Parry Sound	300
NORTH BAY - TORONTO	via North Bay	200
TORONTO – NORTH BAY	via Toronto	100
SUDBURY - OTTAWA	via North Bay	650
OTTAWA - SUDBURY	via North Bay	660
NORTH BAY – SAULT STE MARIE	via Sudbury	680
SAULT STE MARIE – NORTH BAY	via Sudbury	670
SAULT STE MARIE – HEARST	via Wawa	680
HEARST - SAULT STE MARIE	via Wawa	670
SUDBURY - MANITOULIN	via Little Current	695/697

# Rules and Regulations

## SECTION B

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### 1. APPLICATION OF FARES

Except as otherwise specifically provided herein, the Rules, Regulations and Rates published in this section apply to the transportation of passengers, and transportation, storage or parcel checking of baggage, in connection with transportation sold over Ontario Northland lines.

#### A. General Application

1. Fares published herein are One-Way Fares shown in dollars and cents, and are payable in Canadian Funds or the equivalent thereof.
2. When a through fare is not published, one may be constructed by adding together the fares for each segment on the route operated.
3. Fares to or from intermediate points not specifically shown herein will be the same as the fare to or from the next more distant point.
4. Non-ticketed passengers boarding coach at non-agency points must pay cash fare to destination, such fare not to exceed the regular tariff fare between the last station and destination.
5. For passengers over-riding the stop limit applicable to origin or destination shown on ticket, an additional collection will be made of the difference between the one-way fare between points shown on ticket and the one-way fare between the points of actual transportation.
6. Excursion and Special rates of fare other than regular rates will be effective as published in Bulletins or Supplements to this tariff from time to time.

#### B. Children's Fares

1. Children aged 2 to 12- Children, who have not yet reached their twelfth (12) birthday, will be charged one-half (1/2) of the one-way fare applicable to adults, increased when necessary to end in "0" or "5".
2. Children aged 13 and older - Children, thirteen years and over, will be charged the fare applicable to adult or student passengers.
3. Children under the age of 2 - One child, (less than 2 years of age), when accompanied by an adult or other passenger at least 15 years of age and when not occupying a seat to the exclusion of another passenger, will be carried free. For the minimum one-way child fare please reference Fares Table in Section D.

Children travelling alone: See Rule 6 UNACCOMPANIED MINORS

Note: All fares exclude HST.

**C. Regular Round-Trip Fares**

Adult and child regular round-trip fares will be two (2) times the applicable one-way fare.

**D. Minimum Fares**

Minimum fares will apply to all regular and discounted fares.

**2. LIMIT OF TICKETS**

Except as otherwise noted, tickets are non-transferable.

**A. Schedule Restrictions**

Tickets are date and time specific and are valid for the travel schedule selected at time of purchase only. In the event that Ontario Northland cancels a schedule, passengers can make arrangements to travel on a future schedule at no extra charge.

**B. Available Fare Types**

The following fare types will be available for purchase:

- Regular Adult Fare
- Regular Student Fare
- Regular Senior Fare
- Child Half Fare

**C. Travel Requirements**

Each passenger travelling must produce a valid printed ticket, presented to the driver when boarding, or show an electronic ticket on an internet enabled mobile device.

Passengers age 18 and older must produce one piece of valid government issued photo ID when boarding. The name on the ticket must match the name on the ID.

**3. REFUNDS AND EXCHANGES**

A. Tickets are non-transferable.

B. Tickets may be exchanged for a new date and time, provided Ontario Northland is notified of such change prior to original scheduled travel date and time. Exchanges are subject to a 15% administration fee, based on the original fare paid.

C. Tickets are subject to a 15% refund fee. Tickets sold under this tariff will be redeemed to the original purchaser at fare paid when no portion of the trip is made, and at the difference between the fare paid and the published fare between points used, if the trip is discontinued and not completed.

D. All other requests for refunds shall be forwarded to:

Ontario Northland Transportation Commission  
555 Oak Street East  
North Bay, ON P1B 8L3  
Attention: Passenger Care

- E. Ontario Northland will not refund any ticket issued by other carriers.
- F. If a passenger misses a schedule, they are required to purchase a new ticket in order to travel.

#### **4. AGENTS DUTIES**

Agents can in no case deviate from the tariff rates, sale dates, limits and the rules and regulations shown herein. Agents must abide by the terms contained in their agency agreement with the Commission, unless superseded by Company bulletin. Only authorized Ontario Northland employees may override when conditions require special arrangements.

#### **5. DISPUTES**

In the event of any dispute over tickets or fares, passengers should pay the fare, take receipt and forward refund request to:

- a) Email request to: [passengercare@ontarionorthland.ca](mailto:passengercare@ontarionorthland.ca)
- b) Call the Passenger Care line at 1-800-461-8558; or,
- c) Mail to: Ontario Northland Transportation Commission  
555 Oak Street East  
North Bay, ON P1B 8L3  
Attention: Passenger Care

#### **6. UNACCOMPANIED MINORS**

Children age eight to twelve (8-12) inclusive may travel unaccompanied on Ontario Northland motor coach services.

The student fare will apply to the unaccompanied child travelling (child fare will not apply).

Unaccompanied Minor service is available by reservation only. Unaccompanied children must be registered and have trip booked 12 hours prior to departure by contacting an Ontario Northland representative. Parent/Guardian must call the Customer Care line at 1.800.461.8558 prior to the unaccompanied minors travel.

Unaccompanied Minor tickets cannot be purchased online.

Other restrictions apply. Parent/Guardian must complete an Unaccompanied Child Form, prior to departure and present to bus operator upon boarding.

## 7. SENIOR FARES – 15% DISCOUNT

Senior discount is offered to persons 60 years of age and over; passenger must produce acceptable proof of age. Discount applies any day of the week and is not to be combined with any other discount. Tickets must be endorsed Senior Discount. The reduced charge must not be less than the minimum adult fare.

## 8. STUDENT FARES – 15% DISCOUNT

Student discount is applicable to all passengers in possession of a valid Student Identification Card. All students under the jurisdiction of Ministry of Education and any other institution of learning are eligible. Discount applies any day of the week. Tickets must be endorsed Student Discount. The reduced charge must not be less than the minimum adult fare.

If student does not possess a Student Identification Card, they may show their enrollment form or schedule of classes. Any documentation provided must verify current enrollment.

Student excursion fares may apply on select routes, as published on the Ontario Northland website from time to time.

## 9. MEDICAL DISCOUNT

Passengers required to travel for physician prescribed medical care, may be eligible to receive a medical discount from Ontario Northland's published fares.

### A. Restrictions:

The following restrictions apply:

1. An original doctor's certificate (photocopies not acceptable) or a Northern Health Travel Grant must be surrendered stating that the person is required to travel for medical purposes. If travel grant or doctor's note states "must be accompanied by companion" both fares will be discounted at the 15% medical discount.
2. Transportation costs may not be reimbursed by various charitable organizations.

### B. Medical Fares:

#### 1. Adult, Senior and Student Medical Fares:

15% discount off the regular adult fare will apply.

#### 2. Children's Medical Fare:

Children between 2-12 years of age - Child requiring medical treatment is eligible for the child's fare (50% off the regular adult fare).

One accompanying adult member is eligible to receive a 15% discount off the regular adult fare.

Children who have not yet reached the age of 2- One child under two years of age and not occupying a seat will travel free. One accompanying adult member is eligible for a 15% discount off the regular adult fare.

## **10. MILITARY DISCOUNT**

Military discount is applicable to all passengers and eligible dependents in possession of a valid identification card of the Canadian Forces or other reasonable evidence of DND affiliation. Discount applies any day of the week. Tickets must be endorsed Military Discount. The reduced charge must not be less than the minimum adult fare.

## **11. COMPASSIONATE FARES – 15% DISCOUNT**

Passenger must be travelling to/from the funeral of an immediate\* family member. The reduced charge must not be less than the minimum adult fare.

Discount available only after travel has been completed. The ticket receipt and copy of the death certificate are to be submitted to:

Ontario Northland Transportation Commission  
Attention: Passenger Care  
555 Oak Street E., North Bay, ON P1B 8L3

Discount is applicable to regular adult fares only. Compassionate Discounts will not be applied towards excursion or discounted fares.

\*Immediate family members defined as follows:

- spouse (including common-law)
- child (adopted/step/grand/great grand)
- parent (step/grand/great grand/legal in-law)
- daughter/son/father/mother-in-law
- brother/sister - half/in-law/step
- aunt - uncle/niece - nephew
- legal guardian and spouse/with proof of judgment

## **12. PASSENGERS WITH A DISABILITY**

The Attendant Program for Visually Impaired and Disabled Persons allows accompaniment by an adult attendant or a service animal at no additional charge, subject to the eligibility criteria outlined herein.

### **A. Conditions of Sale**

1. The visually impaired or disabled person and the adult attendant must travel together on separate tickets issued in conjunction at the tariff rate.
2. Visually impaired, hearing impaired, or otherwise disabled person requiring a service animal paying a standard fare (regular fare) may be accompanied by a service animal for

no extra charge. Such service animal must be properly harnessed and must remain at the feet of its master.

Note: A “service animal” is an animal that is required by a person with disability for assistance if:

- It is readily apparent that the animal is used by the person for reasons relating to his or her disability;
- If the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability;
- The service animal has been individually trained and certified to perform tasks that provide assistance related to the person’s disability, including a motor, sensory, psychiatric, intellectual or other cognitive disability.

## **B. Eligibility Criteria**

### **1. Attendant Program for Passengers with Visual Impairment**

- a. Passengers with a visual impairment may travel with either an adult attendant or a service animal/guide dog when they present a letter from a certified optometrist/ophthalmologist or a valid CNIB (Canadian National Institute for the Blind) card.
- b. Owners of a service animal/seeing-eye dog must provide documentation to verify their animal/dog is properly trained.
- c. A free adult attendant fare will not be issued to passengers with a visual impairment that are accompanied by a Trained Dog/Service Animal, acting as a guide.

### **2. Attendant Program for Passengers with a Disability**

Passengers with a disability may be accompanied by either an adult attendant (at no extra charge) or a service animal in the following circumstances:

- a. The person with the disability must present a certificate issued by a recognized association or institution for persons with disabilities or a recent letter dated within the last 9 months and signed by a physician. To be valid, the letter must state the person is permanently disabled and cannot travel alone.
- b. The individual cannot board or alight from a motor coach without physical assistance.
- c. The individual cannot sit down or stand-up with dignity, without physical assistance.
- d. The individual cannot physically tend to himself/herself without physical assistance in the self-areas of eating, personal hygiene and washroom facilities.
- e. Attendant must be physically able to take care of disabled person.

## C. Fares

### 1. *Adult/Senior/Student Fares*

Passenger with the disability will pay the applicable fare (adult, senior, student), via the route travelled, and the adult attendant travels at no charge.

### 2. *Children Fares* – Child with the disability pays the child fare and the adult attendant pays the applicable fare (adult, senior, or student fare). **NOTE:** In cases where a child cannot travel alone, an attendant fare (i.e. no charge) is not allowed. For examples, children under the age of 12 are not entitled to travel alone according to our Unaccompanied Minor Policy (see Rule 9).

## D. Reservations for Transportation

Reservations are required 48 hours prior to departure for passengers requiring travel on wheelchair accessible coaches. Ontario Northland Motor Coach Dispatch must be contacted and arrangements confirmed.

## 13. EMOTIONAL SUPPORT DOG ACCOMPANIMENT

A support dog is one that provides therapeutic benefits to a passenger with a disability.

### A. Travelling with a Support Dog

1. Passengers may travel accompanied by a support dog subject to select conditions and restrictions. Ontario Northland must be notified with 48 hours advance notice of the passenger's intent to travel with a support dog.
2. Passenger must provide supporting documentation from a Health Professional licensed in the Province of Ontario which is dated within one year of the planned trip. The letter must confirm that:
  - a. The passenger has a disability.
  - b. The support dog is required during travel to assist the passenger with the disability.
  - c. The person who prepared the document is a Health Professional and is currently providing care to the passenger. The document must provide the Health Professional's type of license, its date of issuance and the issuing authority.
3. Passenger must sign consent form prior to travel.
4. Ontario Northland does not permit any animals other than dogs as support animals.
5. Standard fare will apply to the passenger, and the support dog will be allowed to travel free of charge.
6. Support dogs will only be allowed to travel with a passenger if the passenger provides the required documentation that the support animal is needed to assist the Passenger with a Disability.

## **14. CLAIMS**

Ontario Northland Transportation Commission will not be held liable for delays due to accidents, breakdowns, adverse road conditions, snow storms or other conditions beyond its control, and does not guarantee to arrive at or depart from any point at a specific time. The time of arrival at and departure from any point shown in its published time schedules is the schedule it endeavours to maintain, but same is not guaranteed.

All claims for damages of whatever character must be filed in writing within twenty-four (24) hours at the nearest office or agency of the Commission.

## **15. RIGHTS RESERVED**

- A. Ontario Northland Transportation Commission reserves the right to refuse transportation to any and all persons having in their possession, explosives or combustible material or articles or substances of an objectionable nature.
- B. We reserve the full control and discretion as to seating of passengers and the right to change such seating should it be deemed necessary at any time during the trip, provided that seating arrangements be made without regard to race, colour, creed or national origin.
- C. We shall not be liable to any person using a ticket who is not the original purchaser, thereof or not lawfully entitled to same.
- D. Coaches are required to make stops only as provided by the regular tariff or schedules, unless otherwise instructed.
- E. We reserve the right, whenever the operation requires, in transferring passengers from one coach to another enroute.
- F. Immediate transportation is not guaranteed without a reservation, and is subject to limitations of seating capacity due to conditions beyond immediate control, and should there be for this reason, on any schedule, insufficient seating capacity, then we reserve the right to send passengers forward on the earliest possible coach.
- G. Ontario Northland will not be responsible to holders of free passes for personal injuries or damage to or loss of property. Passengers travelling on free passes will assume all risks.

## **16. PASSENGER SEARCH**

As a condition of carriage, ONTC reserves the right:

1. To conduct a search of all passengers, baggage, and cargo for any substance, material, or article of a kind or quality that is likely to be disagreeable to or dangerous to passengers or is likely to expose passengers or baggage to risk, loss or damage;
2. To refuse to accept for transportation any such substance, material, or article; or
3. To require any such substance, material, or article to be placed in the lower baggage compartment as a condition of transport.

No person is obligated to permit a search of their person, baggage, or cargo to be carried out if they choose not to board or have their baggage or cargo placed on the bus.

## **17. OBJECTIONABLE PERSONS**

Ontario Northland Transportation Commission reserves the right to refuse to transport a person:

1. under the influence of alcohol or drugs;
2. whose conduct or behavior is objectionable to the motor coach operator, customer service agents, passengers or prospective passengers;
3. who is incapable of caring for himself or herself, unless travelling with an adult attendant (see the Exception, below);
4. who refuses to comply with any lawful rule or regulation of ONTC.

Objectionable persons may be removed from the bus at any usual stopping place or at such other places as the driver may select.

In the event of such removal, the liability of ONTC shall not exceed the amount of the excess fare paid by the passenger.

At the driver's discretion, persons who have consumed any amount of alcohol or illegal substances may be refused travel privileges.

EXCEPTION: A person who is ill or physically handicapped to a degree of being incapable of taking care of himself or herself and/or being unable to board or disembark from the coach without assistance, will be transported only when he or she is accompanied by an adult attendant (see Rule No.12). The adult attendant accompanying such passenger must be capable of aiding such passenger on and off the bus without additional assistance. In such cases, where a ticket has been purchased, same will be refunded as provided under the heading of "Refunds" (Rule No. 4).

## **18. ANIMALS**

### **A. Pets and Animals**

Dogs, cats, birds, reptiles or other animals will NOT be carried, except as provided in Paragraph (2) and (3) hereof;

### **B. Service Animals**

Visually impaired, hearing impaired or otherwise disabled persons requiring a service animal may be accompanied by a service animal for no extra charge. Such service animal must be properly harnessed and must lie or stand at the feet of its master.

### **C. Emotional Support Dogs**

Emotional support dogs may accompany a passenger with a disability for therapeutic purposes. Such support animal must be under complete control of the passenger at all times. The passenger with a disability must sign a consent form to travel with the support dog.

**NOTE:**

A “service animal” is an animal that is required by a person with a disability for assistance and is certified, in writing, as having been trained to assist a person with a disability by a professional service animal institution.

A “support dog” is a dog that provides therapeutic benefits to a passenger with a disability.

## **19. BAGGAGE ALLOWANCE**

### **A. Quantity**

1. Subject to limitations shown below 50 pounds (23kg) total of baggage (limit one piece) may be checked or carried for each adult passenger and 50 pounds (23 kg) (limit one pc) for each child travelling on a half fare ticket.
2. Two additional pieces of checked baggage will be permitted at a charge of \$15.00 including HST for each additional piece. Any more than two additional pieces will be charged for at Bus Parcel Express (BPX) rates on the excess weight. The additional baggage is not to exceed 50 pounds each.
3. One piece of carry-on baggage is permitted for each passenger ticket. Size not to exceed the dimensions of 9 inches (23 cm) height, by 16 inches (40.5 cm) width, by 20 inches (70.5 cm) depth and must not weigh more than 15 pounds (7 kg). The carry on should be placed in the overhead bins or under the passenger's seat.

### **B. Size Limitation**

No package will be accepted that is larger overall than 24 inches (61 cm) in depth, 24 inches (64 cm) in width and 45 inches (114 cm) in length (except snowboards, skis and ski poles).

### **C. Weight Allowance**

1. No single piece will be accepted weighing in excess of 50 pounds (23 kg).
2. No allowance will be made on borrowed tickets or tickets for two or more persons (excepting members of the same family) unless passengers can satisfy the Commission that they are joint owners of the baggage.
3. Holders of free passes assume all risk of damage to or loss of property.

### **D. Bicycles**

Bicycles are permitted to be checked as baggage under the following conditions:

1. Checked bikes will be charged a flat rate of \$25 (plus HST) one-way. This does not include the cost of the bike box, which is an additional charge.
2. Owner must dismantle and place bike in cardboard or other substantial carrying case (bags are not permitted).

3. Owner must have bike dismantled, boxed and ready to be checked on the bus for departure time. Bus Operators will not be required to wait for the bike owner to dismantle and box the bike.
4. Bikes will only be carried at owner's risk.
5. In the event of loss, bike liability is \$100.00 dollars per adult ticket and \$50.00 dollars per each child travelling on a half fare ticket. If additional insurance is requested, the bike must be shipped as Bus Parcel Express and freight charges will be applied; no exceptions.
6. Bike boxes may be purchased in advance, for a fee, at select terminals.
7. Bike charges are valid on Ontario Northland routes only.

## **20. AUTHORITY FOR TRANSPORTATION OF BAGGAGE**

- A. Baggage Identification Tags will be issued for articles authorized herein upon presentation of valid transportation, only when the owner of the property is also in possession of a transportation ticket, and is a bona-fide passenger over the same route.
- B. Baggage must not be carried on borrowed tickets or for two persons or more, jointly (except members of the same family) unless passengers can prove to the satisfaction of the Agent that they own the baggage jointly.

## **21. MARKING BAGGAGE**

- A. All baggage and property carried baggage in the regular baggage compartment of Commission coaches must be plainly marked with name, address and destination of owner. Baggage Identification Tags are available upon request at main terminals, agencies and motor coach operators.
- B. Passengers must claim baggage immediately upon arrival at destination.
- C. Baggage not claimed within 31 days will be turned over to the Commission's Lost and Found Department and if unclaimed for 90 days, may be disposed of or sold at public auction.
- D. Baggage without proper identification will be transported at owner's risk or will not be transported.
- E. Ontario Northland Motor Coach Services and/or its employees will not be held responsible for items taken inside the coach by another passenger.

## **22. BAGGAGE CLAIMS AND LIABILITY**

- A. No claim in respect to loss or damage of baggage etc. will be considered unless notice in writing is received by the Company within thirty (30) days after the date of acceptance by the Company for transportation.

- B. The liability of the Commission for loss, destruction or damage to property shall cease if and when such property is delivered to any other carrier. All claims in respect to baggage should be addressed to:

Ontario Northland Transportation Commission  
555 Oak St. East  
North Bay, ON P1B 8L3  
Attention: Passenger Care

- C. Baggage liability in the event of loss or damage is \$100.00 per adult ticket and \$50.00 per each child travelling on a half fare ticket. Baggage liability may be increased to a maximum of \$1,000.00 with the purchase of additional insurance of 5.00 for each additional \$100.00 of declared worth. Ontario Northland does not insure electronics, cash, or jewellery at any time.
- D. Baggage or property remaining unclaimed for 31 days after storage charges have commenced will be forwarded to the lockup at The Station - North Bay, and if same remains unclaimed for a period of 90 days, it will be disposed of.
- E. Ontario Northland and/or its employees will not be held responsible for items taken inside the coach by passenger.

### **23. LOST LOCKER KEYS OR PARCEL CLAIM CHECKS**

If a passenger loses a key for baggage, property, etc., stored on the Commission's premises and can prove ownership of same by accurately describing the contents, it may be delivered after thorough identification of the person making claim, and upon obtaining receipt for same.

The claimant must leave his name and address and the agent will make a written report in detail, in all such cases. Payment for lost locker key of \$15.00 must be made before articles will be released.

### **24. SEASONAL OPERATION**

In the event of road closures (either caused by weather or motor vehicle accidents) Ontario Northland reserves the right to offer travel at the next available date/time at no additional cost to the passenger for ticket changes. Ontario Northland will endeavour to provide transportation to the passenger's final ticketed destination on Ontario Northland lines only and as soon as reasonably possible. Ontario Northland is not liable for the cost of hotel rooms or food if customer is at the beginning of their journey.

### **25. SMOKING AND VAPING**

Smoking and vaping is prohibited on all motor coaches and inside stations. This includes entrances to stations and motor coach entrance doors.

# Rules and Regulations – Parcel Express Rates

## SECTION C

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### 26. APPLICATION OF PARCEL TARIFF

The rules, regulations and charges herein contained apply to the transportation of packages and express matter on passenger-carrying vehicles regularly operated between any two points serviced by Ontario Northland Transportation Commission (Motor Coach Services), under conditions specified in the following rules and regulations.

### 27. CONDITIONS GOVERNING ACCEPTANCE OF SHIPMENTS

- A. Packages and express matter will be accepted only to the extent of the space which is anticipated available for the transportation of such commodities. Transportation of passengers and their baggage in vehicles of the Ontario Northland Transportation Commission (Motor Coach Services) receive preference, and will not be subordinated to the transportation of express packages.
- B. Express packages will be accepted for transportation only to points at which offices or agencies are maintained by the Commission and will be dispatched only on bus trips scheduled to arrive at destinations during the hours that such offices or agencies are open for the transaction of business.
- C. Ontario Northland Transportation Commission (Motor Coach Services) will not be liable in case of loss or damage for an amount in excess of the actual value of the shipment, and in no case shall the liability exceed \$100.00 unless higher value is declared and the excess charges paid. The maximum value of any shipment accepted for transportation will be \$1,000.00. Receipts of insured items must be provided upon request.

### 28. WEIGHT, SIZE AND VALUATION

- A. No single package will be accepted that EXCEEDS 24 inches (64 cm) in height, 40 inches (102 cm) in width or breadth, 84 inches (213 cm) in length and 75 pounds (34 kg) in weight.
- B. Oversize rate applies when any two dimensions are 24 inches (64 cm) or greater or one dimension is 36 inches (91 cm) or greater. Single pieces 30 pounds (13 kg) or greater require a HEAVY sticker applied to package.
- C. The consignor will be required to declare the gross weight and value of each package or piece of express matter to be transported under the conditions contained in this tariff.

### 29. PACKING, PARKING, LABELLING AND CONDITIONS OF ACCEPTANCE

- A. Packages must be properly wrapped and tied to withstand the handling, piling, strapping and rubbing incident to their transportation by motor coach.
- B. Ontario Northland Transportation Commission (Motor Coach Services) will not be liable for loss or damage to packages shipped contrary to packing requirements, nor for loss or

- damage to fragile or poorly packed articles or perishables, or to containers that are easily marred or damaged. It also reserves the right to refuse packages, which, in the judgment of the Commission's representative, do not conform to the Commission's packing requirements.
- C. All shipments must have plainly written thereon the name, address and telephone numbers of both consignor and consignee, with full shipping instructions.
  - D. All packages containing fragile or perishable articles must be plainly marked Fragile or Perishable.
  - E. Time sensitive articles, must be labelled with a rush sticker.
  - F. Lot Shipments must be properly identified as such.
  - G. The contents and/or nature of shipments must be identified by the shipper prior to shipment and must be described on the bus bill, in detail sufficient to enable the carrier to ascertain:
    - 1. That the shipment, in whole and in part, is acceptable in Package Express Service.
    - 2. That the shipment meets the packing and marking requirements specified herein.
    - 3. The amount of the lawful rates and charges applying.
  - H. Ontario Northland reserves the right to open and inspect shipments when deemed necessary and to refuse those improperly or inadequately packed, damaged or containing prohibited articles.

### **30. APPLICATION OF RATES**

The "Table of Express Rates", published herein, sets out specific charges, based on weight, in dollars for shipments weighing up to and including 75 pounds (34 kg), for varying distances, with a basis for the computation of charges for lot shipments weighing in excess of 75 pounds (34 kg).

#### **Lot Shipments**

- 1. Except as otherwise provided herein, a shipment will consist of one or more packages of commodities with the same applicable charges. Shipments of two (2) or more packages will be classified as LOT SHIPMENTS when properly identified as such.
- 2. LOT SHIPMENTS are limited to five (5) items on any one busbill. All packages in a LOT SHIPMENT must consist of commodities with the same applicable rates; properly packed, labeled and marked, consigned by one shipper at the same time under one busbill and addressed to one consignee at one place.
- 3. LOT SHIPMENTS OVER 75 pounds (34 kg): Charges are determined as follows: If the rate for 75 pounds is \$20.55, the charge for 132 pounds will be  $\$20.55 \times 132/75$ , which equals \$36.17.

#### **Oversize Rates**

Oversize rates will apply to large bulky shipments including: foam rolls, auto parts (exhaust systems, fenders, doors, etc.), fresh flower boxes and bike boxes.

Oversize rates are calculated by adding an additional 40% to the regular BPX rate and will apply as follows:

- Shipments where any two dimensions are 24" or greater; or
- Shipments where any dimension is 36" or greater

### **31. MOBILITY AIDS**

In addition to the free baggage outlined in Rule 23, Ontario Northland will accept mobility aids for carriage as baggage at no additional charge if 24 hours advance notice is provided.

Ontario Northland motor coach baggage compartments can accommodate the following sizes and weight carried as baggage:

- Weight: 660 pounds
- Height: 65" (Clearance of Door Opening)
- Width: 31"
- Length: 48"

Passengers who require an accessible coach are required to make reservations 48 hours in advance by calling 1.800.461.8558.

### **32. DELIVERY AT DESTINATION**

The tariff rates cover the transportation of the shipment only to terminals or agency points. The agent shall contact the consignee on the day the shipment is received.

### **33. CHARGES**

#### **A. GENERAL**

1. Shipments will be accepted for transportation between all agency stations on both a prepaid or collect basis. C.O.D. shipments will not be accepted.
2. Collect shipments may not be accepted at the discretion of the carrier which, in the judgment of the carrier's agent at point of origin, would not, at forced sale, realize the total amount of transportation charges due at destination.
3. The collect surcharge has been removed for shipments on Ontario Northland services only. For received collect interline shipments, accept the charges on the busbill. For forwarded collect and transferring to another carrier, the collect surcharge will apply. There is an application surcharge on collect personal to personal, personal to business and business to personal shipments. There is no surcharge for business to business collect parcels shipping.

4. The charge for the transportation of parcel express will be determined by the weight and size as set out herein and the mileage between the points where such transportation will be performed. Such mileage will be that shown in the current schedules of the Company.
5. All personal baggage and property transported via Parcel Express Services must be prepaid.

### **34. STORAGE CHARGES**

Parcel express shipments will be stored for seventy-two (72) hours without charge (Saturdays, Sundays and Public Holidays excluded), after the consignee has been notified. After the goods have been on hand for seventy-two (72) hours, the shipper is to be notified.

Storage charges will accumulate at 5.00 per day for goods held more than seventy-two (72) hours after contact with the receiver, and after thirty (30) days, unclaimed goods will be forwarded to The Station, North Bay.

#### **A. SPECIAL COMMODITY RATES:**

1. Newspapers: Regular express rates - contract rates available upon request.
2. Flowers: Applicable rates in tariff. Carried at "Shipper's Risk".
3. Interline Parcel Express Rates: Refer to Canadian Express Tariff A-699-C, Section D - Table IIA and IIB.
4. Automobile Parts: Regular express unless fenders, bumpers, windshields - then 1½ x BPX rate. Liability: loss only - no damage. Oversize rates may apply.
5. Bicycles:
  - Must be dismantled and packed in "substantial" carrying case. No bicycle bags will be accepted.
  - Oversize rate will be applied when passenger not accompanying shipment.
  - Liability: loss only - no damage.
  - Owner's risk.

### **35. EXCESS VALUE**

Liability is limited to \$100.00 unless higher value is declared. For all parcels so declared, an additional charge of 5% of declared value above \$100.00 to a maximum of \$1,000.00.

Example for when declared value is \$1,000.00:

- The first \$100.00 is free; the value charge would be  $(\$900.00 \times .03) = \$27.00$

### **36. INSTRUCTIONS TO AGENTS AND DRIVERS**

When parcels, etc., are received at terminals or agencies for transportation on motor coaches, a busbill will be attached equal in value to the applicable amount shown on table of rates.

## **37. RESPONSIBILITY**

### **A. SCHEDULES:**

Ontario Northland Transportation Commission (Motor Coach Services) will endeavour to deliver the shipment to the agent and advise consignee as promptly as possible, but does not guarantee to transport or deliver shipments at any specified time. The Commission will not be liable for delay in delivery caused by break-down, road conditions, inability to contact consignee, or any other causes beyond its control.

### **B. SHIPPER'S RISK:**

Flowers, perishable food, live bait and breakable articles, valuable papers including manuscripts, irreplaceable publication documents, tenders/bids etc. will be transported at shipper's risk only and the Commission will assume absolutely no responsibility for loss or damage or delayed delivery of same. BPX bills must be marked 'Shipper's Risk' by the accepting agent/operator.

### **C. LIABILITY:**

The Commission will not be liable for loss, damage or delay of shipment caused by:

1. Difference in weight or quantity caused by shrinkage, leakage or evaporation;
2. Break-downs, road conditions, acts of God, public enemies, authority of the law; quarantine, riots, strikes, hazards, incident to state of war, etc.;
3. Act or default of shipper, owner or consignee;
4. Nature of article shipped or defects therein;
5. Improper or insufficient packing, securing or addressing;
6. Due to bus capacity
7. Any other reasons or causes beyond its control.

All claims must be made in writing to Ontario Northland Transportation Commission, 555 Oak Street East, North Bay, ON P1B 8L3 Attention: Passenger Care, within 30 days and must be accompanied by invoice showing actual value of article lost or damaged together with full details regarding the loss or damage.

## **38. PROHIBITED ARTICLES**

Ontario Northland Transportation Commission (Motor Coach Services) will NOT accept or transport express shipments which, because of character, size or weight, are obnoxious to passengers, or which are likely to be, or to become objectionable to passengers or prospective passengers, or which are liable to cause injury to personnel, or to baggage, other shipments or equipment.

Except as otherwise specifically provided herein, packages or shipments containing the following articles, materials, or substances, will not be accepted for transportation:

- Acids
- Alcoholic Beverages and Liquors
- Ammunition
- Animals, Live
- Articles having Special Value
- Batteries, Electric Storage, Wet (containing Electrolyte Acid or other materials having disagreeable odour or other alkaline corrosive battery fluid)
- Birds
- Cash
- Dangerous Materials
- Explosives
- Firearms
- Flammable Materials
- Fluorescent Signs (fabricated)
- Fowl
- Fish and Shell Fish
- Fuel Tanks (used)
- Gases in Cylinders
- Jewellery
- Mail, in violation of the Postal Regulations
- Matches (exception - strike-on box, book and card matches)
- Meat or Meat Products
- Neon Signs or Bent Neon Tubing
- Perishable Food Items (i.e. Meat, vegetables, etc.)
- Radioactive Materials
- Reptiles, Live
- Tobacco / Cannabis
- Wild Game
- X-Ray Tubes

Exception 1: Shipments of blood and components thereof, when packed in Wet Ice will be accepted for transportation.

Packages or shipments which contain the following commodities, articles, materials or substances, will NOT be accepted for transportation when the Declared or Released Value is MORE than one hundred (\$100.00) dollars:

- a. Electronic Equipment (includes laptops, net books, mobile phones, DVD players, component modules, speakers, computer equipment, CD's, electronic games, camcorders, televisions, computers/printers, records and etc.)
- b. New electronic equipment with receipts can be accepted for carriage when the declared value is greater than one hundred (\$100.00) dollars, but the insurance is limited to loss only.
- c. All shipments that do not conform to the "Packing and Marking Requirements" in Rule No. 31 hereof.

- d. Ontario Northland Transportation Commission (Motor Coach Services) will not accept or transport any article, material, or substance the possession of which or the transportation of which is unlawful.

### **39. REFUSED OR UNCLAIMED SHIPMENTS**

- A. Shipments, which are unclaimed or refused for any reason, will be held at the destination for a period of time not in excess of thirty (30) days pending receipt of instructions from the Consignor as to the disposition of such Shipments. The receiving agent at destination will notify the Consignor (Shipper) at origin when a Shipment has been on hand seventy-two (72) hours and is unclaimed and will request instruction as to the disposition to be made of the Shipment.
- B. If a shipment is returned to the Consignor at his request, the following charges will be assessed:
  - 1. Prepaid Shipments: Return Express Charges plus any accrued Storage Charges.
  - 2. Collect Shipments: Express Charges for Round-Trip Transportation, plus any accrued Storage Charges.
  - 3. An Unclaimed or Refused Shipment will be forwarded to another destination upon request of the Consignor, provided payment is made of all accrued Charges, plus Express Charges from the original destination to the final destination.
- C. Shipments, which are unclaimed for thirty (30) days will be forwarded to Ontario Northland Transportation Commission, 100 Station Road, North Bay, ON or to the Unclaimed Express Warehouse of the Carrier on whose line shipment is held. In the event the consignor later requests the return of the shipment (within 90 days) the Shipment will be returned upon payment of all accrued Charges, plus Express Charges for transportation from the original destination of the Shipment to the Unclaimed Express Warehouse of the Carrier, and from such warehouse to the point to which the Shipment is returned.
- D. Shipments, which remain unclaimed for a period of ninety (90) days after due Notice of Arrival has been given, may be sold for accumulated Charges in accordance with the Laws of the Province in which the sale is held.
- E. When a Shipment, which contains perishable articles, is delayed in the possession of the Carrier, or is unclaimed, refused, or threatened with deterioration, the Carrier shall immediately take such steps for the protection of the Carrier and other parties in interest including collect communications for instructions, or sale or other disposition of such perishable articles at the Carrier's discretion.

**40. BUS FARES**

Document can be viewed at the following link:

Please refer to [www.ontarionorthland.ca](http://www.ontarionorthland.ca) for current fares

**41. LOCAL BUS PARCEL EXPRESS FARES**

Please refer to [www.ontarionorthland.ca](http://www.ontarionorthland.ca) for current express rates.