

*The  
Motor Carrier  
Conditions of  
Carriage  
Regulations, 2014*

*being*

[Chapter T-18.1 Reg 15](#) (effective June 26, 2014).

**NOTE:**

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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## CHAPTER T-18.1 REG 15

### *The Traffic Safety Act*

#### PART I

#### Preliminary Matters

##### Title

1 These regulations may be cited as *The Motor Carrier Conditions of Carriage Regulations, 2014*.

##### Interpretation

2 In these regulations:

- (a) “**Act**” means *The Traffic Safety Act*;
- (b) “**Appendix**” means the Appendix to these regulations;
- (c) “**CAVR**” means the Canadian Agreement on Vehicle Registration between Canadian provincial governments respecting commercial motor vehicle registration;
- (d) “**Class**” means, with respect to a vehicle, a class established pursuant to *The Vehicle Classification and Registration Regulations*;
- (e) “**C.O.D.**” means cash on delivery;
- (f) “**commercial vehicle**” means any of the following vehicles:
  - (i) a vehicle that:
    - (A) is registered in Class A, C, or D or that would be registered in Class A, C or D if that vehicle was registered in Saskatchewan; and
    - (B) has a registered gross vehicle weight of 5 000 kilograms or greater;
  - (ii) a vehicle that:
    - (A) is registered in Class LV or that would be registered in Class LV if that vehicle was registered in Saskatchewan;
    - (B) is being used for a commercial use and is not a farm vehicle; and
    - (C) has a registered gross vehicle weight of 5 000 kilograms or greater; or
  - (iii) a vehicle that:
    - (A) is registered in Class PB, PC or PS or that would be registered in Class PB, PC or PS if that vehicle was registered in Saskatchewan; and
    - (B) has a seating capacity, according to the manufacturer of that vehicle, of more than 10 persons, including the driver;

- (g) **“express”** means wares, merchandise and other commodities transported by a vehicle registered in Class PB;
- (h) **“express transporter”** means the holder of an operating authority certificate whose vehicle is registered in Class PB and who transports express in the vehicle;
- (i) **“freight transporter”** means the carrier operating a commercial vehicle transporting general merchandise for hire;
- (j) **“general merchandise”** means goods, wares, merchandise;
- (k) **“transportation of passengers”** includes the transportation of baggage consisting of wearing apparel, toilet articles and similar effects for actual use and necessary and appropriate for the wear, use, comfort and convenience of the passenger.

4 Jly 2014 cT-18.1 Reg 15 s2.

## PART II General

### Breakdowns

**3** If a vehicle engaged in the transportation of passengers or express is in an accident or has a breakdown, the person to whom the operating authority certificate for that vehicle was issued shall make immediate arrangements for the transportation of passengers or express being carried by the vehicle to their destination with as little delay as possible.

4 Jly 2014 cT-18.1 Reg 15 s3.

### Packaging

**4(1)** No express transporter or freight transporter is required to accept for transportation any goods unless:

- (a) the goods are in such a condition and so prepared for shipment as to render their transportation reasonably safe and practicable; and
- (b) the containers are of sufficient strength and security to afford reasonable and proper protection to the goods.

**(2)** No express transporter or freight transporter is required to accept for transportation any shipment whose nature or characteristic exposes, in the opinion of the transporter:

- (a) the equipment of the transporter’s vehicle to damage; or
- (b) any other shipments on the transporter’s vehicle to impregnation or other damage.

**(3)** An express transporter or freight transporter may accept for transportation a shipment mentioned in subsection (2) and, if the transporter does so, may give a receipt for it marked “Subject to delay for suitable equipment”.

4 Jly 2014 cT-18.1 Reg 15 s4.

**Contamination**

**5** No express transporter or freight transporter shall transport any commodity intended for human consumption unless:

- (a) the vehicle in which the commodity is being transported has been cleaned so that all poisonous chemicals and residues remaining in the vehicle from previous use have been removed;
- (b) all other shipments capable of contaminating the commodity are protected by a container or covering and are loaded so that contamination will not occur; and
- (c) the commodity is protected by a container or covering to prevent contamination that could occur during transit.

4 Jly 2014 cT-18.1 Reg 15 s5.

**PART III**  
**General Merchandise Transportation**

**Uniform conditions of carriage**

**6** The uniform conditions of carriage set out in Part I of the Appendix apply to the transportation of general merchandise.

4 Jly 2014 cT-18.1 Reg 15 s6.

**Bills of lading**

**7(1)** A freight transporter shall issue or cause to be issued a bill of lading at the time the person whose goods are being hauled accepts each shipment of freight for transportation on a public service vehicle.

**(2)** A bill of lading mentioned in subsection (1) must contain at least the following information:

- (a) the name of the freight transporter;
- (b) the name of the shipper;
- (c) the name of the place where the freight was accepted for transportation;
- (d) the name of the consignee;
- (e) the name of the place where the freight is to be delivered;
- (f) a list showing the nature of the contents of each container in the shipment and the gross weight of each container and its contents;
- (g) the name and business address of any other freight transporter who will participate in the movement of the freight to its point of delivery;
- (h) the amount of any fuel surcharge charged.

**(3)** A bill of lading issued in accordance with subsection (1) must consist of:

- (a) an original bill of lading to be retained by the freight transporter;
- (b) a duplicate original of the bill of lading that must be kept in the possession of the driver of the public service vehicle while the freight is being carried on the vehicle;

- (c) a duplicate original of the bill of lading that must be:
  - (i) retained by the shipper if the shipper requests a copy of it; or
  - (ii) delivered to the consignee.
- (4) A bill of lading must be signed both by the shipper and the freight transporter as being a correct itemized list of goods in the shipment and as an acceptance of all terms and conditions contained in it.
- (5) No person shall sign a bill of lading knowing the information contained in it to be false.
- (6) If a bill of lading issued by a freight transporter is produced by mechanical means, or by electronic means within the meaning of *The Electronic Information and Documents Act, 2000*, the mechanical or electronic signature of the shipper or the shipper's duly authorized agent or representative has the same effect as the signature required pursuant to subsection (4).
- (7) On the demand of a peace officer, the driver of the public service vehicle carrying the freight shall produce for inspection:
  - (a) the duplicate original of the bills of lading in the driver's possession for the freight; or
  - (b) any other document respecting the freight that contains the bill of lading number and all the information required to be included in a bill of lading pursuant to subsection (2).

4 Jly 2014 cT-18.1 Reg 15 s7.

**Marking of freight**

- 8(1) The name of the consignee and the destination must be plainly marked on each article of freight delivered to the freight transporter.
- (2) Subsection (1) does not apply to a shipment that fully occupies the capacity of the transporting vehicle if the shipment is from one consignor to one consignee and to one destination.

4 Jly 2014 cT-18.1 Reg 15 s8.

**If delivery refused**

- 9 If the consignee of any property refuses delivery, the freight transporter shall immediately notify the shipper of the refusal.

4 Jly 2014 cT-18.1 Reg 15 s9.

**Food storage**

- 10 No freight transporter shall store food commodities intended for human consumption in premises used for storage of livestock, acids or other materials that may by their nature render the food commodities unfit for human consumption.

4 Jly 2014 cT-18.1 Reg 15 s10.

**Fragile articles**

**11** No person shall offer for transport, and no freight transporter is required to accept for transportation, any package containing fragile articles or any goods in a glass or earthenware container unless the package or container, as the case may be, is clearly marked "Fragile - Handle with Care" or with similar words.

4 Jly 2014 cT-18.1 Reg 15 s11.

**PART IV  
Express Transport****Refusal of shipment**

**12** If the consignee of any property transported by express refuses delivery, the express transporter shall immediately notify the shipper about the refusal.

4 Jly 2014 cT-18.1 Reg 15 s12.

**Conditions of carriage**

**13** The uniform conditions of carriage set out in Part II of the Appendix apply to the transportation of express.

4 Jly 2014 cT-18.1 Reg 15 s13.

**Interline shipments**

**14(1)** An express transporter shall accept goods for transportation as express for any route on which the express transporter holds an operating authority certificate.

(2) Every express transporter shall make arrangements with other express transporters whereby:

(a) the express transporter may issue express receipts for destinations beyond the limits of the express transporter's route; and

(b) an express receipt issued by the express transporter will be honoured by every other express transporter who engages in business on any of the lines over which the shipment is routed.

(3) Subject to subsection (4), if more than one express transporter handles a shipment, the express transporter who collects the express charges for the shipment shall remit to all other express transporters who have participated in the transportation of the shipment their share of the express charges within 30 days after the date of receipt by the express transporter who collects the express charges of the interline statement covering those express charges.

(4) If the express charges on a shipment mentioned in subsection (3) are prepaid, the express transporter who collects the express charges for the shipment shall remit the share payable to all other express transporters who have participated in the transportation of the shipment their share of the express charges within 30 days after the date of receipt by the express transporter who collects the express charges of the interline statement.

4 Jly 2014 cT-18.1 Reg 15 s14.

**Prohibited shipment**

**15** No express transporter shall accept for transportation or permit to be transported in or on a public service vehicle that is carrying passengers:

- (a) any live animal;
- (b) any acid;
- (c) any explosive;
- (d) any flammable substance or material; or
- (e) any substance, material or article of a kind or quality that:
  - (i) is likely to render it disagreeable to or dangerous to passengers; or
  - (ii) is likely to expose to risk, loss or damage anything being carried in or on the vehicle.

4 Jly 2014 cT-18.1 Reg 15 s15.

**Protection of shipment**

**16** No express transporter shall carry a shipment of express on any exterior part of a vehicle unless it is covered in such a manner that it is adequately protected.

4 Jly 2014 cT-18.1 Reg 15 s16.

**Express receipts**

**17** No express transporter shall accept for transportation as express any goods unless, at the time of the acceptance by the express transporter or on the express transporter's behalf of the goods to be transported, the express transporter issues an express receipt in a form approved by the board.

4 Jly 2014 cT-18.1 Reg 15 s17.

**Collection and remission of C.O.D. moneys and surcharge for that service**

**18(1)** An express transporter handling C.O.D. shipments may assess a surcharge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments.

(2) An express transporter who assesses a surcharge pursuant to subsection (1) shall include those surcharges assessed as a separate item in its schedule of rates.

(3) With respect to C.O.D. shipments, an express transporter shall:

- (a) not deliver a C.O.D. shipment unless the express transporter receives from the consignee full payment of:
  - (i) the purchase price or amount charged for the goods being delivered; and
  - (ii) except if the consignor has indicated otherwise in the bill of lading, any C.O.D. surcharge charged by the express transporter pursuant to subsection (1);
- (b) keep all C.O.D. moneys received pursuant to clause (a) in a separate trust fund or account, separate from the other revenues and funds of the express transporter's business; and
- (c) remit all C.O.D. moneys received pursuant to clause (a), within 30 days after collection, to the consignor or person designated by the consignor.

4 Jly 2014 cT-18.1 Reg 15 s18.



PART V  
Passenger and Baggage Carriage

**Baggage**

19(1) In this section, “**personal baggage**” or “**sample baggage**” means wearing apparel, toilet articles, catalogues, models and samples, sporting paraphernalia and similar personal effects that are in actual use and that are necessary and appropriate for the wear, use, comfort and convenience of the passenger.

(2) The passenger fare charged by a transporter who is authorized to transport passengers for compensation must cover the transportation of the passenger together with not more than two pieces of personal baggage or sample baggage of which:

- (a) the individual weight does not exceed 45 kilograms;
- (b) the aggregate weight does not exceed 68 kilograms; and
- (c) the individual dimensions do not exceed 610 millimetres in height, 610 millimetres in width or 1145 millimetres in length.

(3) Notwithstanding subsection (2), each passenger may have one piece of carry-on baggage if that piece of baggage does not:

- (a) exceed the dimensions of 225 millimetres by 400 millimetres by 500 millimetres; and
- (b) weigh more than seven kilograms.

(4) No transporter shall carry baggage on any exterior part of a vehicle unless it is covered in such a manner that it is adequately protected.

(5) The liability of the transporter for loss or damage to any personal baggage or sample baggage:

- (a) subject to clause (b), is limited to:
  - (i) \$100; or
  - (ii) if the passenger who owns or possesses the personal or sample baggage has declared a value of greater than \$100 and has paid an extra charge at the rate of 75¢ for each \$100 of valuation or fraction of that amount in excess of \$100, a maximum of \$250; and
- (b) is not to exceed the actual value of the personal or sample baggage at the place and time it was received by the transporter.

(6) All claims for loss or damage must be filed in writing with the transporter:

- (a) within one month after delivery of the personal or sample baggage; or
- (b) in the case of failure to make delivery within one month, after the lapse of a reasonable time for delivery.

**Time schedule**

**20** Every holder of an operating authority certificate to operate a public service vehicle for the transportation of passengers over a specified route or routes shall at all times maintain and observe the time schedule approved by the board for the holder of that operating authority certificate.

4 Jly 2014 cT-18.1 Reg 15 s20.

**Tickets**

**21(1)** A holder of an operating authority certificate to operate a public service vehicle for the transportation of passengers over a specified route:

- (a) may issue tickets for passenger transportation over any route on which the holder participates in the service; and
  - (b) if a passenger intends to travel to a destination beyond the limits of the holder's route, shall make arrangements with other holders of operating authority certificates who operate a public service vehicle whereby the holder may issue tickets to the passenger for that destination.
- (2) The holder of an operating authority certificate to operate a public service vehicle shall honour a ticket issued to a passenger pursuant to subsection (1) over the route on which the passenger is routed

4 Jly 2014 cT-18.1 Reg 15 s21.

**Rest stops**

**22(1)** Subject to subsection (2), no operator of a public service vehicle carrying passengers over a specified route shall operate the vehicle for more than three hours without stopping at a properly equipped rest station for at least 10 minutes.

(2) A public service vehicle equipped with a rest room may be operated for a period of not more than four hours before making a stop described in subsection (1).

(3) The operator of a public service vehicle carrying passengers over a specified route shall, when stopping the vehicle, announce to the passengers the duration of the stop and that comfort facilities are available.

4 Jly 2014 cT-18.1 Reg 15 s22.

**PART VI  
Household Goods Transport**

**Uniform conditions of carriage**

**23** The uniform conditions of carriage set out in Part III of the Appendix apply to the transportation of household goods.

4 Jly 2014 cT-18.1 Reg 15 s23.

PART VII  
**Repeal and Coming into Force**

**R.R.S. c.M-21.2 Reg 5, repealed**

**24** *The Motor Carrier Conditions of Carriage Regulations* are repealed.

4 Jly 2014 cT-18.1 Reg 15 s24.

**Coming into force**

**25** These regulations come into force on the day on which they are filed with the Registrar of Regulations.

4 Jly 2014 cT-18.1 Reg 15 s25.

**Appendix**

PART I  
[Section 6]

**Uniform Conditions of Carriage for General Merchandise Transport**

- (1) In this Part:
  - (a) **“carrier”** means freight transporter;
  - (b) **“delivering carrier”** means the carrier who assumes responsibility for delivery of general merchandise to the consignee;
  - (c) **“originating carrier”** means the carrier who issues a bill of lading for general merchandise.
- (2) The custody and carriage of any general merchandise that come into the possession of a carrier for carriage and delivery by the carrier as freight are subject to the following terms and conditions that are to govern all relations of the shipper, consignee and carrier.
- (3) Subject to this Part, the carrier of the general merchandise described in the bill of lading is liable for any loss of or damage to the general merchandise accepted by the carrier or the carrier’s agent.
- (4) If a shipment is accepted for carriage by more than one carrier, the originating carrier and the delivering carrier, in addition to any other liability under these terms and conditions, are liable for any loss of or damage to the general merchandise while it is in the custody of any other carrier to whom the general merchandise is or has been delivered and from which liability the other carrier is not relieved.
- (5) The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the general merchandise is or has been delivered the amount of the loss or damage that the originating carrier or delivering carrier, as the case may be, may be required to pay pursuant to these terms and conditions resulting from loss of or damage to the general merchandise while it was in the custody of that other carrier, and if shipments are interlined between carriers, settlement of concealed damage claims must be prorated on the basis of revenues received.

- (6) Nothing in subsection (4) or (5) deprives a consignor or consignee of any rights the consignor or consignee may have against any carrier.
- (7) The carrier is not liable:
- (a) for loss, damage or delay to any of the goods described in the bill of lading caused by an act of God, the Crown's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law or quarantine; or
  - (b) for differences in weights of grain, seed or other commodities caused by natural shrinkage.
- (8) No carrier is bound to transport the general merchandise by any particular vehicle or in time for any particular market or otherwise than with due dispatch, unless by agreement specifically endorsed on the bill of lading and signed by the parties to the agreement.
- (9) In the case of physical necessity where the carrier forwards the general merchandise by a conveyance that is not a licensed-for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed-for-hire vehicle.
- (10) If general merchandise is stopped and held in transit at the request of the party entitled to so request, the general merchandise is held at the risk of that party.
- (11) Subject to subsections (12) and (13), the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, must be computed on the basis of the value of the general merchandise at the time and place of shipment including the freight and other charges if paid.
- (12) If a lower value than that mentioned in subsection (11) has been represented in writing by the consignor or has been agreed on, that lower value is the maximum liability for which the carrier is liable.
- (13) The amount of any loss or damage computed pursuant to subsections (11) and (12) is not to exceed \$4.40/kg (\$2 per pound) computed on the total weight of the shipment, unless a higher value is declared on the face of the bill of lading by the consignor.
- (14) If it is agreed that the general merchandise is carried at the risk of the consignor of the general merchandise, that agreement:
- (a) covers only those risks that are necessarily incidental to transportation; and
  - (b) does not relieve the carrier from liability for any loss or damage or delay that may result from any negligent act or omission of the carrier, the carrier's agents or the carrier's employees.
- (15) The onus is on the carrier to prove the absence of negligence.

- (16) No carrier is liable for loss, damage or delay to any general merchandise carried under the bill of lading unless:
- (a) notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the general merchandise and the estimated amount claimed with respect to the loss, damage or delay is given in writing to the originating carrier or the delivering carrier within:
    - (i) 60 days after the delivery of the general merchandise; or
    - (ii) in the case of failure to make delivery, within nine months after the date of shipment; and
  - (b) the final statement of the claim is filed within nine months from the date of shipment together with a copy of the paid freight bill.
- (17) No carrier is bound to carry any documents, specie or any articles of extra-ordinary value unless by a special agreement to do so, and, if they are carried without a special agreement and their nature is not disclosed in an agreement, the carrier is not liable for any loss or damage in excess of the maximum liability stipulated in subsection (13).
- (18) If required by the carrier, the freight and all other lawful charges accruing on the general merchandise must be paid before delivery and, if on inspection it is ascertained that the general merchandise shipped is not that described in the bill of lading, the freight charges must be paid on the general merchandise actually shipped, with any additional charges lawfully payable on the general merchandise.
- (19) For the purposes of subsection (18), if a consignor fails to indicate that a shipment is to move prepaid or fails to indicate how the shipment is to move, the shipment is to move on a collect basis.
- (20) Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law shall indemnify the carrier against all loss, damage or delay caused by the shipment, and the general merchandise may be warehoused at the consignor's risk and expense.
- (21) If, through no fault of the carrier, the general merchandise cannot be delivered:
- (a) the carrier shall immediately give notice to the consignor and consignee that delivery has not been made, and shall request disposal instructions; and
  - (b) pending receipt of disposal instructions pursuant to clause (a):
    - (i) the general merchandise may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or
    - (ii) if the carrier has notified the consignor of the carrier's intention to do so, the general merchandise may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(22) If notice has been given by the carrier pursuant to subsection (21) and no disposal instructions have been received within 10 days after the date of sending the notice, the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which the notice has been given.

(23) Subject to subsection (24), any limitation on the carrier's liability on the bill of lading, and any alteration, addition or erasure in the bill of lading shall be signed or initialled by the consignor or the consignor's agent and the originating carrier or the originating carrier's agent and, unless signed and initialled, is without effect.

(24) The consignor has the responsibility to show correct shipping weight of the shipment on the bill of lading, and if the actual weight of the shipment does not agree with the weight shown on the bill of lading, the weight shown on the bill of lading is subject to correction by the carrier.

(25) With respect to C.O.D. shipments:

(a) a carrier shall not deliver a C.O.D. shipment unless payment is received in full;

(b) the charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the bill of lading;

(c) a carrier shall remit all C.O.D. moneys received pursuant to clause (a) to the consignor or person designated by the carrier within 15 days after collection;

(d) a carrier shall keep all C.O.D. moneys received pursuant to clause (a) separate from the other revenues and funds of the carrier's business in a separate trust fund or account;

(e) a carrier shall include as a separate item in the carrier's schedule of rates the charges for collecting and remitting money paid by consignees.

4 Jly 2014 eT-18.1 Reg 15.

PART II  
[Section 13]

**Uniform Conditions Of Carriage For Express Transport**

(1) The custody and the carriage of goods that come into the possession of an express transporter for carriage and delivery by the express transporter as express are subject to the following terms and conditions that are to govern all relations of the shipper, consignee and express transporter.

(2) An agreement entered into between the shipper and the transporter:

(a) extends to and binds the shipper and all persons in privity with the shipper, claiming or asserting any right to the ownership or possession of the shipment;

- (b) inures to the benefit of any person or transporter:
    - (i) to whom the shipment may be delivered for the performance of any act or duty with respect to the shipment; or
    - (ii) in whose custody or charge the shipment may lawfully be, or on whose vehicles the shipment is being carried under the agreement; and
  - (c) applies to any reconsignment or return of the shipment.
- (3) Subject to subsections (4) and (5), in the event of the loss or damage of any express shipment, the express transporter is liable to the shipper for the actual value of the shipment to a maximum amount of \$50 notwithstanding that the shipper made no declaration of value and paid no premium to the express transporter.
- (4) The express transporter is liable for the declared value of the express shipment or the value of the express shipment as prescribed in subsection (6) to a maximum of \$1,000 if:
- (a) the shipper declares that the value of a shipment exceeds \$50 and pays to the express transporter a premium calculated as 1% of the difference between the declared value and the minimum liability of \$50 to a maximum premium of \$9.50 pursuant to this clause, notwithstanding that the value of the express shipment exceeds \$1,000; and
  - (b) loss of or damage to the express shipment mentioned in clause (a) occurs.
- (5) Notwithstanding subsection (4), on the written agreement between the express transporter and the shipper, the express transporter may assume liability and provide insurance in excess of \$1,000 for the loss or damage of a shipment that the shipper declares has a value in excess of \$1,000, and the premium payable by the shipper to the express transporter for this additional insurance is as set out in the agreement.
- (6) If the actual value of a lost or damaged express shipment exceeds the declared value, the express transporter is liable for an amount calculated as the product of:
- (a) the ratio that the value of the loss or damage bears to the actual value of the express shipment; and
  - (b) the declared value.
- (7) No express transporter is liable pursuant to subsection (4) or (6) or pursuant to an agreement pursuant to subsection (5) for an amount exceeding the actual value of the express shipment at the time of its receipt by the express transporter, including express and other charges if paid, and duty if payable or paid and not refunded.
- (8) Executed policies, money, specie, completely signed and executed bonds, coupons, bank notes and negotiable paper, or incompletely executed legal tender and bank notes, jewellery and precious stones must not be packed or included with a shipment of ordinary express, and if so packed, the express transporter is not liable for loss of or damage to those goods.

- (9) The express transporter is not liable:
- (a) for difference in weight or quantity caused by shrinkage, leakage or evaporation or for loss or damage occurring after 48 hours exclusive of legal holidays, after notice of the arrival of the shipment at destination or at point of delivery has been mailed to the address of the consignee, unless in either case that loss or damage is caused by the negligence of the transporter;
  - (b) for any loss, damage or delay caused by an act of God, the Crown's or public enemies, the authority of the law, quarantine, riot, strike, defect or inherent vice in the goods, or an act or default of the shipper or owner;
  - (c) for any loss or damage caused by the delay or by injury to, or loss or destruction of all or any part of the shipment from conditions beyond the control of the transporter, unless that loss or damage is caused by the negligence of the transporter, on whose vehicle or property the shipment was at the time that the loss or damage occurred;
  - (d) for any loss or damage occurring in a customs warehouse;
  - (e) for any loss, damage or delay resulting from improper or insufficient packing, securing or addressing, or from chafing if the shipment is packed in bales;
  - (f) for any damage to or loss of any fragile article or to a shipment consisting wholly or in part of or contained in glass, unless so described on the package containing the shipment, unless that damage or loss is due to the negligence of the transporter, the transporter's agents or the transporter's employees;
  - (g) for loss or damage from any delay beyond the transporter's control, or caused by the refusal of any railway or other transportation line to receive or forward the shipment owing to any unusual or unforeseen movements of or interference with traffic;
  - (h) for loss or damage in any way arising out of the examination by or partial delivery to the consignee of C.O.D. shipments;
  - (i) for any loss or damage to a shipment arising from its condition, or from its nature, or propensities or for delay, injury to, or loss of the shipment, unless the delay, injury or loss is caused by the negligence of the transporter or the transporter's employees and agents;
  - (j) for any damage, partial loss or shortage, unless written notice of the damage, loss or shortage is given at any office of the transporter within 30 days after delivery;
  - (k) for any loss or damage occurring to a shipment addressed to a point if there is no agent of the transporter who is present at that place after the shipment has been left at that place;
  - (l) for non-delivery, loss or destruction of the shipment, unless written notice of the non-delivery, loss or destruction is given at any office of the transporter within 30 days after the time delivery should in the ordinary course of transit have been made.
- (10) Duty and custom house expenses must be guaranteed by the shipper.



- (11) Delivery arrangements must be as follows:
- (a) at points where the express transporter has delivery service, tender of the shipment for delivery to the consignee must be made at the address given, if within those delivery limits;
  - (b) if there is no delivery service, the express transporter shall immediately notify the consignee at the address given of the arrival of the shipment;
  - (c) the express transporter is not liable to deliver to addresses outside the express transporter's delivery limits;
  - (d) if an express transporter does not have an office at the place to which the shipment is addressed, then unless otherwise routed, the transporter only agrees to carry and deliver the shipment to any connecting transporter for further transport to that destination.
- (12) If any C.O.D. money, other than the charges for transportation is to be collected from the consignee on the delivery of the shipment and the C.O.D. money is not paid within 10 days after delivery:
- (a) the express transporter may return the shipment and collect the charges for transportation both ways; and
  - (b) the liability of the express transporter is that of a warehouseman only while the shipment remains in the transporter's possession for the purpose of making that collection.

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PART III  
[Section 23]

**Uniform Conditions Of Carriage For Household Goods Transport**

- (1) In this Part, "**delivering transporter**" means the express or freight transporter who assumes responsibility for delivery of the shipment of household goods to the consignee.
- (2) The transportation of household goods by any transporter is subject to the terms and conditions set out in this Part, and in the event of a conflict between this Part and any other provisions of these regulations, this Part shall govern.
- (3) A bill of lading for the transportation of household good:
- (a) must be completed as provided in this Part for each shipment; and
  - (b) must not be initialled but must be signed by the consignor and the original contract transporter or the original contract transporter's agent as an acceptance of all terms and conditions contained in the bill of lading.
- (4) Every bill of lading issued pursuant to this Part must contain at least the following information:
- (a) the name and address of the consignor;
  - (b) the date of the shipment;
  - (c) the originating point of the shipment;

- (d) in a conspicuous place, the name of the original contracting transporter and the original contracting transporter's telephone number;
  - (e) the name of connecting transporters, if any;
  - (f) in a conspicuous place, the name of the destination agent, if different from the original contracting transporter, and the destination agent's telephone number;
  - (g) the name, address and telephone number of the consignee;
  - (h) the destination of the shipment;
  - (i) an inventory of the household goods composing the shipment, which may be attached to, and then becomes part of, the bill of lading.
- (5) Every bill of lading issued pursuant to this Part must contain:
- (a) a provision stipulating whether the household goods are received in apparent good order and condition, except as noted on the inventory;
  - (b) notwithstanding clause (a), a statement indicating that the signature of the consignee for receipt of the goods does not preclude future claim for loss or damage made within the time as specified by the bill of lading;
  - (c) a space to show the declared value of the shipment;
  - (d) a space to show the actual amount of freight and all other charges to be collected by the transporter;
  - (e) a statement to indicate that the uniform conditions of carriage apply;
  - (f) a space to note any special services or agreements between the contracting parties;
  - (g) a space to indicate date or period agreed to for delivery;
  - (h) a statement clearly setting out the extent of the transporter's liability; and
  - (i) a space for the signature of the consignor.
- (6) The transporter of the household goods described in the bill of lading is liable for any loss of or damage to the goods accepted by the transporter or the transporter's agent, except as provided in this Part.
- (7) If a shipment is accepted for carriage by more than one transporter, the original contracting transporter and the delivering transporter, in addition to any other liability, are liable jointly and severally for any loss of or damage to the household goods while they are in the custody of any other transporter to whom the household goods are or have been delivered, and the liability of the originating transporter and delivering transporter is not relieved.
- (8) The original contracting transporter or the delivering transporter, as the case may be, is entitled to recover from any other transporter to whom the goods are or have been delivered the amount of loss or damage that the originating contracting transporter or delivering transporter, as the case may be, may be required to pay resulting from any loss of or damage to the goods while they were in the custody of that other transporter.

- (9) Nothing in subsection (7) or (8) deprives a consignor or consignee of any rights the consignor or consignee may have against any transporter.
- (10) A transporter is not liable for:
- (a) loss of, damage to or delay of any of the household goods described in the bill of lading caused by an act of God, the Crown's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law or quarantine;
  - (b) any of the following matters unless caused by the transporter's negligence or that of an employee or agent of the transporter:
    - (i) damage to fragile articles that are not packed and unpacked by the contracting transporter, the transporter's agent or the transporter's employee;
    - (ii) damage to the mechanical, electronic or other operations of radios, phonographs, clocks, appliances, musical instruments and other equipment, irrespective of who packed or unpacked those articles, but if the preparation and servicing of those goods for shipment was undertaken by a party other than the original contracting transporter, the original contracting transporter's agent or the original contracting transporter's employee, no liability attaches to any transporter for any resulting inadequacies in the functioning of those goods;
    - (iii) deterioration of or damage to plants, pets or perishable food;
    - (iv) loss of contents of consignor packed articles, unless the containers used are opened for the transporter's inspection and articles are listed on the bill of lading and receipted for by the transporter;
  - (c) damage to or loss of a complete set or unit of household goods when only part of that set is damaged or lost, and, in that event, the transporter is only liable for repair or recovering of the lost or damaged piece or pieces;
  - (d) damage to the goods at place or places of pick up at which the consignor or the consignor's agent is not in attendance;
  - (e) damage to the goods at place or places of delivery at which the consignee or his agent is not in attendance and cannot give receipt for goods delivered.
- (11) For the purposes of clause (10)(b), the onus is on the transporter to prove the absence of negligence.
- (12) At the time of acceptance of the contract, the original contracting transporter shall provide the consignor with a date or period within which delivery is to be made, and the failure by the transporter to effect delivery within the time specified on the face of the bill of lading renders the transporter liable for reasonable food and lodging expenses incurred by the consignee.
- (13) Failure by the consignee to accept delivery when tendered at or within the time specified on the bill of lading renders the consignee liable for reasonable storage in transit, handling and redelivery charges incurred by the transporter.

(14) In case of physical necessity where the transporter forwards the household goods by a conveyance that is not a licensed-for-hire vehicle, the liability of the transporter is the same as though the entire carriage were by licensed-for-hire vehicle.

(15) If household goods are stopped or held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.

(16) Subject to subsection (17), the amount of any loss or damage for which the transporter is liable, whether or not the loss or damage results from negligence of the transporter or the transporter's employees or agents, must be computed on the basis of the value of the lost or damaged article at the time and place of shipment.

(17) The amount of any loss or damage computed pursuant to subsection (16) is not to exceed the greater of the value declared by the shipper or \$4.41/kg computed on the total weight of the shipment, but, if the consignor releases the shipment to a value of \$1.32/kg per article or less in writing, the amount of any loss or damage computed pursuant to subsection (16) is not to exceed that lower amount.

(18) If the value declared by the shipper is \$4.41/kg computed on the total weight of the shipment applies, additional charges to cover the additional coverage over \$1.32/kg per article must be paid by the consignor.

(19) If it is agreed that the goods are carried at the risk of the consignor of the household goods, that agreement:

(a) covers only those risks that are necessarily incidental to transportation; and

(b) does not relieve the transporter from liability for any loss, damage or delay that may result from any negligent act or omission of the transporter, the transporter's agents or the transporter's employees or agents.

(20) No transporter is liable for loss, damage or delay to any household goods carried under the bill of lading unless notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed with respect to the loss, damage or delay is given in writing to the original contracting transporter or the delivering transporter:

(a) within 60 days after delivery of the goods; or

(b) in the case of failure to make delivery, within nine months after the date of shipment.

(21) The final statement of the claim must be filed within nine months after the date of shipment.

(22) Either the original contracting transporter or the delivering transporter, as the case may be, shall acknowledge receipt of claim within 30 days after receipt of the claim.

(23) No transporter is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so, and, if they are carried without a special agreement and their nature is not disclosed in an agreement, the transporter is not liable for any loss or damage.

(24) If required by the transporter, the freight and all other lawful charges accruing on the goods must be paid before delivery, but, if the total actual charges exceed by more than 10% the total estimated charges, the consignee, subject to subsection (25), is to be allowed 15 days after the day on which the goods are delivered, excluding Saturdays, Sundays and holidays, to pay the amount by which the total actual charges exceed 110% of the total estimated charges.

(25) The 15-day extension mentioned in subsection (24) does not apply if the transporter:

- (a) notifies the consignor of the total actual charges immediately after the goods are loaded; or
- (b) receives a waiver of the extension provision signed by the consignor.

(26) Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the transporter as required by law, shall indemnify the transporter against all loss, damage or delay caused by those goods, and those goods may be warehoused at the consignor's risk and expense.

(27) If, through no fault of the transporter, the goods cannot be delivered, the transporter shall immediately give notice to the consignor and consignee that delivery has not been made and shall request disposal instructions.

(28) Pending the receipt of the disposal instructions mentioned in subsection (27):

- (a) the goods may be stored in the warehouse of the transporter, subject to a reasonable charge for storage; or
- (b) if the transporter has notified the consignor of the transporter's intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor without liability on the part of the transporter and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(29) Subject to subsection (30), any additional limitation on the transporter's liability on the bill of lading and any alteration, addition or erasure on the bill of lading shall be signed or initialled by the consignor or the consignor's agent and the original contracting transporter or the original contracting transporter's agent and, unless signed and initialled, is without effect.

(30) Subject to subsection (31), the original contracting transporter or the original contracting transporter's agent shall:

- (a) show the correct tare, gross and net weights on the bill of lading by use of a certified public scale; and
- (b) attach the weigh scale ticket to the original contracting transporter's copy of the bill of lading.

(31) If certified public scales are not available at the point where the household goods are delivered for shipment by the consignor, or at any point within a radius of 16 kilometres of that point, the original contracting transporter may use a constructive weight based on 112 kilograms per cubic metre of properly loaded van space.

