

*The
Public Service
Vehicles Conditions of
Carriage and Rates
Regulations*

Repealed

by Saskatchewan Regulations 40/98 (effective May 13, 1998).

Formerly

Chapter V-3.1 Reg 4 as amended by
Saskatchewan Regulations 54/84, 100/84,
147/84, 48/85, 104/85, 113/85 and 53/86.

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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The Vehicles Act, 1983

TITLE AND INTERPRETATION

Title

1 These regulations may be cited as *The Public Service Vehicles Conditions of Carriage and Rates Regulations*.

Interpretation

2 In these regulations:

- (a) “**Act**” means *The Vehicles Act, 1983*;
- (b) “**bus**” means a motor vehicle designed primarily for carrying more than 10 passengers or registered with the board as a class PB, PC or PS vehicle;
- (c) “**C.O.D.**” means cash on delivery;
- (c.1) “**courier services**” means courier services as defined in *The Operating Authority Regulations*;
- (d) “**express**” means wares, merchandise and other commodities transported by a vehicle registered as a class PB vehicle;
- (e) “**express transporter**” means the holder of an operating authority certificate whose vehicle is registered as a class PB vehicle and who transports express in the vehicle;
- (f) “**freight transporter**” means the holder of an operating authority certificate whose vehicle is registered as a class A or AG vehicle;
- (g) “**general merchandise**” means general merchandise as defined in *The Vehicle Registration Regulations*;
- (h) “**gross weight**” means gross vehicle weight as defined in *The Vehicle Registration Regulations*;
- (i) “**Group I and Group II Exempt Commodities**” means Group I Exempt Commodities and Group II Exempt Commodities as defined in *The Vehicle Registration Regulations*;
- (j) “**household goods**” means property generally requiring the full services of carriers who use specialized equipment such as packing containers, pads, belts and hooks, and who employ personnel especially trained to pack, load, unload and unpack the articles transported, and includes:
 - (i) the contents of a household, office, factory, store, museum, hospital, institution or other establishment when such contents are not for sale or speculation;

- (ii) automobiles or recreational vehicles moved in conjunction with items described in clause (i) when such automobiles or recreational vehicles are not for sale or speculation;
- (iii) new unpackaged or uncrated furniture, fixtures, appliances and furnishings when such articles are not for sale or speculation;
- (iv) works of art, antiques, musical instruments, exhibits, electronic equipment and component parts when such articles are unusually susceptible to damage and require specialized handling and care;
- (k) **“manufactured livestock food”** means manufactured concentrates and supplements which are produced for use as ingredients in food for livestock and includes sugar to be used as food for bees;
- (l) **“mobile home”** means a wheeled vehicle designed as mobile accommodation and includes cabin trailers, collapsible cabin trailers, tent trailers and camping trailers but does not include any self-propelled mobile accommodation;
- (m) **“petroleum products”** means unprocessed petroleum or petroleum fuels, liquid asphalt, lubricating oils or greases;
- (n) **“transport tank”** means any pressure vessel designed to be permanently mounted on a vehicle and used primarily for containing liquified petroleum gas in bulk;
- (o) **“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;
- (p) **“transporter”** means the holder of an operating authority certificate whose vehicle is registered as a public service vehicle.

21 Oct 83 cV-3.1 Reg 4 s2; 31 Aug 84
SR 100/84 s3.

GENERAL

Breakdowns

3 In the case of accident to or breakdown of a public service vehicle engaged in the transportation of passengers, express or freight, the person to whom the operating authority certificate was issued shall make immediate arrangements for the transportation of passengers, express or freight being carried by the vehicle to their destination with as little delay as possible.

21 Oct 83 cV-3.1 Reg 4 s3.

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Rates and corporate limits

4 The rates authorized under these regulations for the transportation of goods do not apply where such transportation is exclusively from one point to another point that are both within the corporate limits of the same city, town or village or that are both within an area that has a radius of not more than 8 kilometres from the corporate limits of the same city, town or village.

21 Oct 83 cV-3.1 Reg 4 s4.

Distance for rating purposes

5 In determining the applicable rate for any shipment under any schedule of rates authorized by these regulations or filed with and approved by the board, the distance between the origin of the shipment and its destination shall be computed to the nearest kilometre in the following manner:

(a) where the shipment is not transported by more than one transporter, the shortest and most direct route between the origin of a shipment and its destination, whether actually travelled or not, shall apply and:

(i) for any portion of that route served by a provincial highway as defined in *The Highways Act*, the distance as shown on the most recent Province of Saskatchewan highway map, issued by the Department of Highways, shall apply; and

(ii) for any portion of that route served by a road other than a provincial highway, the actual distance by the most feasible road shall apply; or

(b) where the shipment is transported by more than one transporter, the shortest and most direct route between the origin of a shipment and its destination calculated in accordance with the shortest and most direct route between the first and last point served by each transporter in the course of participating in the shipment shall apply and:

(i) for any portion of that route served by a provincial highway as defined in *The Highways Act*, the distance as shown on the most recent Province of Saskatchewan highway map, as issued by the Department of Highways, shall apply; and

(ii) for any portion of that route served by a road other than a provincial highway, the actual distance by the most feasible road shall apply.

21 Oct 83 cV-3.1 Reg 4 s5.

Packaging

6(1) No freight or express transporter shall be required to accept for transportation any goods unless:

(a) they 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.

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(2) A transporter is not required to accept for transportation any shipment whose nature or characteristic is such as to expose the equipment of the vehicle or other shipments to impregnation or other damage.

(3) A transporter may accept for transportation a shipment mentioned in subsection (2) and may give a receipt for it marked "Subject to delay for suitable equipment".

21 Oct 83 cV-3.1 Reg 4 s6.

Contamination

7 No transporter shall transport any commodity intended for human consumption unless:

- (a) the vehicle 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 such commodities are protected by a container or covering and are loaded so that contamination shall not occur; and
- (c) those commodities are protected by a container or covering to prevent contamination which could occur during transit.

21 Oct 83 cV-3.1 Reg 4 s7.

INSURANCE

Cargo liability

8(1) A person who holds an operating authority certificate in conjunction with a vehicle registered as class A, AG or PB shall file with the board an insurance policy described in subsection (2).

(2) A policy of inland transportation insurance filed with the board by the holder of an operating authority certificate shall:

- (a) consist of a cargo liability insurance policy which insures against at least the perils and is subject to no further or greater exceptions or conditions than those contained in Form A that appears in Part I of the Appendix; and
- (b) have attached to it or endorsed upon it the "Public Service Vehicles Truckman's Cargo Liability Insurance Endorsement" in Form B that appears in Part I of the Appendix.

(3) Every endorsement issued to an express transporter shall cover to the limit of at least \$1,000 in respect of each vehicle within the coverage of the endorsement for loss of or damage to cargo occurring at any one time and place.

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(4) Every endorsement issued to a freight transporter shall cover, with respect to each vehicle covered by the endorsement, for loss or damage occurring at any one time and place to the limit, having regard to the authorized gross weight of the vehicles and the nature of the freight transported, of at least the following amount:

Commodity Transported	Gross Weight Not Exceeding			Gross Weight Exceeding	
	10,000 lbs	30,000 lbs	45,000 lbs	82,000 lbs	82,000 lbs
Petroleum	\$750	\$2,000	\$3,000	\$5,000	\$7,500
Crude Oil	100	250	500	1,000	1,000
Milk & Cream	200	1,500	2,000	2,500	2,500
Grain	1,000	2,000	3,000	5,000	6,000
Fertilizer	1,000	3,000	5,000	10,000	12,500
All Others	2,500	5,000	10,000	15,000	20,000

21 Oct 83 cV-3.1 Reg 4 s8.

Property damage insurance

9(1) Every person who holds an operating authority certificate authorizing the transportation of passengers shall file with the board a motor vehicle liability policy that insures him and every other person who with his consent drives the vehicle against the liability imposed by law arising out of the ownership, use or operation of the vehicle and resulting from the loss of or damage to the personal property of passengers being carried in or on the vehicle.

(2) Every policy required pursuant to subsection (1) shall insure to the limit of at least \$1,000, exclusive of interest and costs.

(3) Where the board accepts a bond in place of a motor vehicle liability insurance policy, the bond shall be in the same amount that is required in the case of an insurance policy.

(4) The coverage set out in this section is required in addition to the amount required pursuant to *The Automobile Accident Insurance Act*.

21 Oct 83 cV-3.1 Reg 4 s9.

Bodily injury insurance

10(1) Every person who holds an operating authority certificate authorizing the transportation of passengers shall file with the board a motor vehicle liability policy that insures him and every other person who with his consent drives the vehicle against the liability imposed by law arising out of the ownership, use or operation of the vehicle and resulting from bodily injury to or the death of any person being carried in or on, entering into, getting onto or alighting from the vehicle.

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(2) Subject to subsection (3), the policy required pursuant to subsection (1) shall insure to the limit of at least \$10,000, exclusive of interest and costs, in respect of the death or injury of any one person and in cases of death or injury of two or more persons, exclusive of interests and costs, to the limit of:

- (a) where the passenger seating capacity of the vehicle is not more than seven, \$20,000;
- (b) where the passenger seating capacity of the vehicle is eight to 15, \$40,000;
- (c) where the passenger seating capacity of the vehicle is 16 to 25, \$50,000;
- (d) where the passenger seating capacity of the vehicle is over 25, \$75,000.

(3) The coverage set out in this section is required in addition to the amount required pursuant to *The Automobile Accident Insurance Act* .

(4) Where the board accepts a bond in place of a motor vehicle liability insurance policy, the bond shall be in the same amount that is required in the case of an insurance policy.

21 Oct 83 cV-3.1 Reg 4 s10.

Fidelity

11(1) A person who holds an operating authority certificate authorizing the transport of general merchandise or handles C.O.D. shipments must file with the board a policy of guarantee insurance or a bond.

(2) A policy or a bond mentioned in subsection (1) shall be in Form C that appears in Part I of the Appendix or a similar form and shall be in an amount calculated at the rate of at least \$5,000 for the first vehicle registered with the board by the applicant and \$2,500 for each additional vehicle registered to a maximum of \$25,000.

21 Oct 83 cV-3.1 Reg 4 s11.

GENERAL MERCHANDISE TRANSPORT

Uniform conditions of carriage

12 The uniform conditions of carriage set out in Part II of the Appendix apply to the transportation of general merchandise.

21 Oct 83 cV-3.1 Reg 4 s12.

Bills of lading

13(1) A freight transporter shall at the time he accepts each shipment of freight for transportation on a public service vehicle issue or cause to be issued a bill of lading.

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

- (a) the name of the freight transporter;

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- (b) the name of the shipper;
 - (c) the name of the place at which 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.
- (3) A bill of lading issued in accordance with subsection (1) shall consist of:
- (a) an original bill of lading to be retained by the shipper;
 - (b) a duplicate original of the bill of lading which shall 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 which shall be:
 - (i) retained by the shipper if he requests a copy of it; or
 - (ii) delivered to the consignee.
- (4) A bill of lading shall be signed both by the shipper and the transporter as being a correct itemized list of goods in the shipment and as an acceptance of all terms and conditions contained in it and no person shall sign a bill of lading knowing the information contained in it to be false.
- (5) Where a bill of lading is issued by the shipper and is produced solely by mechanical means, the mechanically produced signature of the shipper or his duly authorized agent or representative has the same effect as the signature required pursuant to subsection (4).
- (6) On the demand of a peace officer, the driver shall produce for inspection the duplicate originals of the bills of lading in his possession for freight being carried on the vehicle or any other document that contains the bill of lading number and all the information required to be included in a bill of lading pursuant to subsection (2).

21 Oct 83 cV-3.1 Reg 4 s13.

Marking of freight

- 14(1) The name of the consignee and the destination shall be plainly marked on each article of freight delivered to the transporter.
- (2) Subsection (1) does not apply to a shipment which fully occupies the capacity of the transporting vehicle if the shipment is from one consignor to one consignee and to one destination.

21 Oct 83 cV-3.1 Reg 4 s14.

Where delivery refused

15 Where the consignee of any property refuses delivery, the transporter shall immediately notify the shipper of the refusal.

21 Oct 83 cV-3.1 Reg 4 s15.

Food storage

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

21 Oct 83 cV-3.1 Reg 4 s16.

Interline shipments

17(1) Where reasonable interline arrangements can be made, a freight transporter shall accept goods for transportation for any route on which he holds an operating authority certificate.

(2) Every freight transporter shall make arrangements with other freight transporters whereby he may issue bills of lading for destinations beyond the limits of his route and a bill of lading issued by him shall be honoured by every other freight transporter who engages in business on any of the lines over which the shipment is routed.

(3) Where more than one transporter handles a shipment, the transporter who collects the freight charges for the shipment shall remit to all other transporters who have participated in the transportation of the shipment their share of the freight charges within 30 days from the date of receipt of the interline statement covering those freight charges.

(4) Where the freight charges on a shipment are prepaid, the remittance shall be made by the transporter who collects the freight charges for the shipment to all transporters who have participated in the transportation of the shipment their share of the freight charges within 30 days from the date of receipt of the interline statement.

21 Oct 83 cV-3.1 Reg 4 s17.

Freight charges

18(1) In this section, “**waiting time**” means the time between the arrival at point of pick-up or delivery and the commencement of the handling of the shipment.

(2) The freight charges set out in section 24 include one pick-up directly accessible to the vehicle’s tailgate at the address of the shipper and one delivery directly accessible to the vehicle’s tailgate at the address of the consignee, and apply only in the case of articles that can be ordinarily handled by one person.

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- (3) The freight charges set out in section 24 do not include packing and unpacking services.
- (4) Only freight that is tendered at one time and place to one freight transporter by one shipper for delivery at one time and place to one consignee shall be taken into account in ascertaining the applicable freight charge.
- (5) The freight charges set out in section 24 include a maximum of 10 minutes waiting time.

21 Oct 83 cV-3.1 Reg 4 s18.

Fragile articles

19 No person shall offer for transport and no freight transporter shall be 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.

21 Oct 83 cV-3.1 Reg 4 s19.

Calculation of freight charges

20(1) In determining the applicable freight charges authorized by section 24, the chargeable shipment weight is that weight that is the greater of the actual weight or dimensional weight of any shipment.

(2) For the purposes of subsection (1):

(a) the actual weight of a shipment is its weight to the nearest pound at the time of shipping including all packing, wrapping and protective material incorporated in the packing;

(b) subject to clauses (c) and (d), the dimensional weight of a shipment is its volume at the time of shipping including all packing, wrapping and protective material incorporated in the packing, multiplied by 200 kilograms per cubic metre (12.49 pounds per cubic foot);

(c) in the case of shipments which are impractical to load on other shipments or to have other shipments loaded on them, the dimensional weight may be determined by the carrier by multiplying the base area by 500 kilograms per square metre;

(d) the shipper shall have the primary responsibility for showing the dimensional weight, and where a shipper does not show that weight, the carrier may determine the dimensional weight:

(i) by multiplying the volume of the shipment by 240 kilograms per cubic metre (14.98 pounds per cubic foot); or

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(ii) in the case of the commodities listed in the following Exception List, by multiplying the actual weight by the factor shown for the commodity to obtain the chargeable weight of the shipment or appropriate portion of it:

Exception List

	<i>Factor Increase on Actual Weight</i>
<i>Agricultural Goods:</i>	
Air cleaners, coolers, humidifiers, heaters, dehumidifiers and blowers, in crates	2
Tires, tractor driving	2
<i>Automotive Parts:</i>	
Assemblies, automobile wheel	2
Auto body parts, panels or mouldings	3.5
<i>Miscellaneous</i>	
Filters, air, internal combustion engine	3.5
Filters, gas, internal combustion engine	2
Pipe or tubing, exhaust	2
Tanks, fuel, vehicle	2.5
Windshields, glass	3.5
<i>Dry Goods:</i>	
Blankets, cloth, clothing, excluding boots and shoes	2
<i>Hardware and Building Materials:</i>	
Asbestos chimneys	2.25
Door and window frames and casings, assembled	2.25
Ductwork	2.25
Fluorescent bulbs and fixtures	2.25
Garbage cans and lids, plastic or steel	2.25
Gardening tools, shovels, rakes, hoes, etc.	2.25
Insulation, expanded synthetic resin, styrofoam	7.5
Ladders	2.25
Television antennae	2.25
<i>Household:</i>	
Amplifiers or loud speakers	2
Bookcases, buffets, chests, credenzas, curios, spacemakers, vanities, cabinets, end tables, counters, set up	3.5
Cases, sewing machine	5
Chairs or stools, upholstered	5
Chairs, set up, not stacked or nested	5
Chairs, set up, stacked or nested	2
Cushions	3.5
Chesterfields, davenports or sofas	5
Chairs, office	3.5

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	<i>Factor Increase on Actual Weight</i>
Desks, steel or wooden, set up	2.5
Humidifiers	2
Lamps, table or floor, with shades	5
Pads, scouring	2.5
Pails, cups or containers, paper or plastic, not nested	5
Paper, corrugated	2
Radios, record players, televisions, separate or combined	2
Tables, set up	3.5
Trays, desk, metal or wood	2
<i>Miscellaneous:</i>	
Bottles or jugs, plastic	5
Caskets, coffins or vaults, set up in boxes	2
Chips, puffs or twists, potato or other	3.5
Cores, tubes or sonotubes, paperboard	5
Decorations or ornaments	5
Florist stock and flowers, fresh cut	5
Instruments, musical, other than pianos and organs	3.5
Luggage, suitcases, trunks, etc.	2.5
Pipe or tubing, other than steel	2.5
Plants: live potted trees, shrubs or vines	3.5
Toys or games	3
<i>Sporting Goods:</i>	
Bags, sleeping	3.5
Bicycles	2
Coolers, picnic, sheet metal or plastic	3
Coolers, picnic, styrofoam	5.

(3) Where the chargeable weight is determined using the dimensional weight as determined by clause (2)(b) or (c), the volumetric measurement of the shipment shall be shown on the face of the bill of lading.

(4) Where clause (2)(d) is used to define the dimensional weight, the factor by which the actual weight was multiplied to determine dimensional weight shall be shown on the face of the bill of lading.

21 Oct 83 cV-3.1 Reg 4 s20.

C.O.D. fee

21 Any person who carries C.O.D. shipments may, for his services in collecting from the consignee and remitting to the shipper C.O.D. funds, charge a commission not exceeding \$6 for amounts collected up to and including \$100 and an additional \$1 for every additional \$100 or fraction thereof on the C.O.D. amount collected but in no case shall the C.O.D. commission exceed \$25.

21 Oct 83 cV-3.1 Reg 4 s21.

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22 Where the bill of lading indicates that the shipper requires the transporter to accept liabilities up to a stated declared value, an excess valuation charge of 35 per \$100 or fraction thereof that the valuation exceeds \$2.00 per pound based on actual weight shall be assessed.

21 Oct 83 cV-3.1 Reg 4 s22.

Perishable protective service charges

23 A freight transporter who provides protective services for commodities that require, or for which the shipper requests, refrigeration, controlled temperature or heat may, in addition to the freight charges otherwise authorized by these regulations or any order by the board, charge a surcharge to the total shipment freight charges calculated pursuant to section 24 in an amount not exceeding:

- (a) 15% where mechanical protective service is provided; or
- (b) 10% for all other protective services.

21 Oct 83 cV-3.1 Reg 4 s23.

Rates

24(1) In this section, “**general merchandise**” does not include shipments in excess of 22,400 pounds, explosives, household goods, petroleum products in bulk, milk and cream transported in cans or in bulk, the movement of empty beer bottles and Group I and Group II Exempt Commodities.

(2) Subject to section 18 and subsection (5), the maximum freight charges for shipments of general merchandise are the amounts set out in Table 1:

TABLE 1

<u>MILES</u>	(Charges in Dollars Per Shipment)								
	Chargeable Shipment Weight (in pounds)								
	0- <u>50</u>	51- <u>100</u>	101- <u>200</u>	201- <u>300</u>	301- <u>400</u>	401- <u>500</u>	501- <u>600</u>	601- <u>700</u>	701- <u>800</u>
1-10	13	14	16	18	20	22	23	25	26
11-20	13	15	16	19	21	22	24	26	28
21-30	13	15	17	19	21	23	25	27	29
31-40	13	15	17	20	22	24	26	28	30
41-50	13	15	17	20	23	25	27	29	32
51-60	13	15	18	20	23	26	28	31	33
61-70	13	15	18	21	24	27	29	32	34
71-80	13	15	18	21	24	27	30	33	36
81-90	13	16	18	22	25	28	31	34	37
91-100	13	16	19	22	26	29	32	35	38
101-110	14	16	19	23	26	30	33	36	40

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<u>MILES</u>	<u>0-50</u>	<u>51-100</u>	<u>101-200</u>	<u>201-300</u>	<u>301-400</u>	<u>401-500</u>	<u>501-600</u>	<u>601-700</u>	<u>701-800</u>
111-120	14	16	19	23	27	31	34	38	41
121-130	14	16	20	24	28	31	35	39	42
131-140	14	16	20	24	28	32	36	40	44
141-150	14	16	20	25	29	33	37	41	45
151-160	14	17	20	25	30	34	38	42	46
161-170	14	17	21	26	30	35	39	43	48
171-180	14	17	21	26	31	36	40	45	49
181-190	14	17	21	26	31	36	41	46	50
191-200	14	17	21	27	32	37	42	47	52
201-220	14	17	22	28	33	38	44	49	54
221-240	14	18	22	29	34	40	46	51	56
241-260	14	18	23	29	36	42	49	53	59
261-280	14	18	24	30	37	43	50	56	62
281-300	14	18	24	31	38	45	52	58	65
301-320	14	19	25	32	39	47	54	60	67
321-340	15	19	25	33	41	48	56	63	70
341-360	15	19	26	34	42	50	58	65	73
361-380	15	20	26	35	43	51	60	67	75
381-400	15	20	27	36	45	53	62	70	78
401-420	15	20	27	37	46	55	64	72	81
421-440	15	20	28	38	47	56	66	74	83
441-460	15	21	29	39	48	58	68	77	86
461-480	15	21	29	40	50	60	69	79	89
481-500	15	21	30	40	51	61	71	82	91
501-520	15	22	30	41	52	63	73	84	94
521-540	15	22	31	42	54	65	75	86	97
541-560	16	22	31	43	55	66	77	89	99
561-580	16	22	32	44	56	68	79	91	102
581-600	16	23	32	45	57	69	81	93	105

<u>MILES</u>	<u>801-900</u>	<u>901-1000</u>	<u>1001-1200</u>	<u>1201-1400</u>	<u>1401-1600</u>	<u>1601-1800</u>	<u>1801-2000</u>	<u>2001-2400</u>
1-10	28	29	31	34	36	39	40	43
11-20	29	31	33	36	39	42	44	46
21-30	31	32	35	38	42	44	47	50
31-40	32	34	37	41	44	47	50	54
41-50	34	36	39	43	47	50	53	57
51-60	35	37	41	45	49	53	56	61

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<u>MILES</u>	<u>801- 900</u>	<u>901- 1000</u>	<u>1001- 1200</u>	<u>1201- 1400</u>	<u>1401- 1600</u>	<u>1601- 1800</u>	<u>1801- 2000</u>	<u>2001- 2400</u>
61-70	37	39	43	47	52	56	60	65
71-80	38	41	45	50	54	59	63	69
81-90	40	43	47	52	57	62	66	72
91-100	41	44	49	54	60	65	69	76
101-110	43	46	50	56	62	68	73	80
111-120	44	48	52	59	65	71	76	83
121-130	46	49	54	61	67	74	79	87
131-140	47	51	56	63	70	77	82	91
141-150	49	53	58	66	73	79	86	94
151-160	50	54	60	68	75	82	89	98
161-170	52	56	62	70	78	85	92	102
171-180	53	58	64	72	80	88	95	105
181-190	55	59	66	75	83	91	98	109
191-200	56	61	68	77	86	94	102	113
201-220	59	64	71	80	90	98	106	118
221-240	62	67	75	85	95	104	113	126
241-260	65	70	79	89	100	110	119	133
261-280	68	74	82	94	105	116	126	140
281-300	71	77	86	98	110	122	132	148
301-320	74	80	90	103	115	128	139	155
321-340	77	84	94	108	121	133	145	163
341-360	80	87	98	112	126	139	152	170
361-380	83	91	102	117	131	145	158	177
381-400	86	94	106	121	136	151	165	185
401-420	89	97	110	126	141	157	171	192
421-440	92	101	113	130	147	162	177	199
441-460	95	104	117	135	152	168	184	207
461-480	98	107	121	139	157	174	190	214
481-500	101	111	125	144	162	180	197	222
501-520	104	114	129	148	167	186	203	229
521-540	107	118	133	153	173	192	210	236
541-560	110	121	137	157	178	197	216	244
561-580	113	124	141	162	183	203	223	251
581-600	116	128	145	167	188	209	229	258

PUBLIC SERVICE VEHICLES CONDITIONS
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<u>MILES</u>	<u>2401- 2800</u>	<u>2801- 3200</u>	<u>3201- 3600</u>	<u>3601- 4000</u>	<u>4001- 4800</u>	<u>4801- 5600</u>	<u>5601- 6400</u>	<u>6401- 7200</u>
1-10	46	49	52	54	58	64	69	73
11-20	50	54	57	60	65	71	77	83
21-30	54	59	63	66	72	79	86	92
31-40	59	63	68	72	79	87	94	102
41-50	63	68	73	78	85	94	103	111
51-60	67	73	79	84	92	102	112	121
61-70	72	78	84	90	99	110	120	130
71-80	76	83	90	96	105	117	129	139
81-90	80	88	95	102	112	125	137	149
91-100	84	93	100	108	119	133	146	158
101-110	89	97	106	114	126	140	155	168
111-120	93	102	111	120	132	148	163	177
121-130	97	107	117	126	139	156	172	187
131-140	102	112	122	132	146	164	180	196
141-150	106	117	127	138	153	171	189	206
151-160	110	122	133	144	159	179	198	215
161-170	114	127	138	150	166	187	206	225
171-180	119	131	144	156	173	194	215	234
181-190	123	136	149	161	179	202	223	243
191-200	127	141	154	167	186	210	232	253
201-220	134	148	163	176	196	221	245	267
221-240	142	158	173	188	210	237	262	286
241-260	151	168	184	200	223	252	279	305
261-280	159	177	195	212	236	267	296	324
281-300	168	187	206	224	250	283	314	343
301-320	176	197	217	236	263	298	331	362
321-340	185	207	227	248	277	313	348	381
341-360	194	216	238	260	290	329	365	400
361-380	202	226	249	271	304	344	382	418
381-400	211	236	260	283	317	360	400	437
401-420	219	245	271	295	330	375	417	456
421-440	228	255	282	307	344	390	434	475
441-460	236	265	292	319	357	406	451	494
461-480	245	275	303	331	371	421	468	513
481-500	254	284	314	343	384	436	486	532
501-520	262	294	325	355	398	452	503	551
521-540	271	304	336	367	411	467	520	570
541-560	279	313	347	378	425	483	537	589
561-580	288	323	357	390	438	498	554	608
581-600	296	333	368	402	451	513	572	626

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PUBLIC SERVICE VEHICLES CONDITIONS
OF CARRIAGE AND RATES

<u>MILES</u>	<u>7201- 8000</u>	<u>8001- 9600</u>	<u>9601- 11200</u>	<u>11201- 12800</u>	<u>12801- 14400</u>	<u>14401- 16000</u>	<u>16001- 19200</u>	<u>19201- 22400</u>
1-10	78	84	93	101	109	116	127	141
11-20	88	96	106	115	124	132	144	160
21-30	98	107	118	129	139	148	162	179
31-40	109	119	131	143	154	164	179	198
41-50	119	130	144	157	169	181	197	217
51-60	129	141	157	171	184	197	214	236
61-70	139	153	169	185	199	213	232	255
71-80	150	164	182	199	214	229	249	274
81-90	160	176	195	213	229	245	267	293
91-100	170	187	208	227	245	261	284	312
101-110	180	198	220	241	260	277	302	331
111-120	191	210	233	255	275	293	319	350
121-130	201	221	246	269	290	310	337	369
131-140	211	233	259	283	305	326	354	388
141-150	222	244	271	297	320	342	372	407
151-160	232	255	284	311	335	358	389	426
161-170	242	267	297	325	350	374	407	446
171-180	252	278	310	339	365	390	424	465
181-190	263	290	323	353	381	406	442	484
191-200	273	301	335	367	396	422	459	503
201-220	288	318	354	388	418	447	485	531
221-240	309	341	380	416	449	479	520	569
241-260	329	364	406	444	479	511	555	607
261-280	350	386	431	472	509	543	590	646
281-300	370	409	457	500	539	576	625	684
301-320	391	432	482	528	569	608	660	722
321-340	411	455	508	556	600	640	695	760
341-360	432	478	533	584	630	672	730	798
361-380	453	500	559	612	660	705	765	836
381-400	473	523	584	640	690	737	800	874
401-420	494	546	610	668	721	769	835	912
421-440	514	569	635	696	751	801	870	950
441-460	535	591	661	724	781	834	905	989
461-480	555	614	686	752	811	866	940	1027
481-500	576	637	712	780	842	898	975	1065
501-520	596	660	737	808	872	930	1010	1103
521-540	617	683	763	836	902	963	1045	1141
541-560	637	705	788	864	932	995	1080	1179
561-580	658	728	814	892	962	1027	1115	1217
581-600	678	751	839	920	993	1059	1150	1255

PUBLIC SERVICE VEHICLES CONDITIONS
OF CARRIAGE AND RATES

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<u>MILES</u>	<u>1001- 1200</u>	<u>1201- 1400</u>	<u>1401- 1600</u>	<u>1601- 1800</u>	<u>1801- 2000</u>
121-130	51	57	63	69	75
131-140	53	60	66	73	79
141-150	55	62	69	76	83
151-160	58	65	72	79	86
161-170	60	68	75	83	90
171-180	62	70	78	86	94
181-190	64	63	81	89	97
191-200	66	75	84	93	101
201-220	70	79	88	97	106
221-240	74	84	94	104	114
241-260	78	89	100	111	121
261-280	83	95	106	117	128
281-300	87	100	112	124	136
301-320	92	105	118	131	143
321-340	96	110	124	137	150
341-360	100	115	130	144	158
361-380	105	120	135	150	165
381-400	109	125	141	157	172
401-420	114	131	147	164	180
421-440	118	136	153	170	187
441-460	122	141	159	177	194
461-480	127	146	165	183	201
481-500	131	151	171	190	209
501-520	136	156	177	197	216
521-540	140	161	183	203	223
541-560	144	167	178	210	231
561-580	149	172	194	216	238
581-600	153	177	200	223	245

<u>MILES</u>	<u>2001- 2400</u>	<u>2401- 2800</u>	<u>2801- 3200</u>	<u>3201- 3600</u>	<u>3601- 4000</u>
1-10	34	37	39	42	44
11-20	38	41	45	48	51
21-30	42	46	50	54	58
31-40	46	51	56	60	65
41-50	50	56	61	66	71
51-60	55	61	67	73	78

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PUBLIC SERVICE VEHICLES CONDITIONS
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<u>MILES</u>	<u>2001- 2400</u>	<u>2401- 2800</u>	<u>2801- 3200</u>	<u>3201- 3600</u>	<u>3601- 4000</u>
61-70	59	66	72	79	85
71-80	63	71	78	85	92
81-90	67	75	83	91	98
91-100	71	80	89	97	105
101-110	75	85	94	103	112
111-120	80	90	100	109	119
121-130	84	95	105	116	125
131-140	88	100	111	122	132
141-150	92	104	116	128	139
151-160	96	109	122	134	146
161-170	101	114	127	140	152
171-180	105	119	133	146	159
181-190	109	124	138	152	166
191-200	113	129	144	158	172
201-220	119	136	152	168	183
221-240	128	146	163	180	196
241-260	136	155	174	192	210
261-280	144	165	185	204	223
281-300	153	175	196	217	236
<u>MILES</u>	<u>2001- 2400</u>	<u>2401- 2800</u>	<u>2801- 3200</u>	<u>3201- 3600</u>	<u>3601- 4000</u>
301-320	161	185	207	229	250
321-340	169	194	218	241	263
341-360	178	204	229	253	277
361-380	186	214	240	266	290
381-400	195	223	251	278	304
401-420	203	233	262	290	317
421-440	211	243	273	302	331
441-460	220	252	284	315	344
461-480	228	262	295	327	358
481-500	236	272	306	339	371
501-520	245	282	317	352	385
521-540	253	291	328	364	398
541-560	261	301	339	376	412
561-580	270	311	350	388	425
581-600	278	320	361	401	439

PUBLIC SERVICE VEHICLES CONDITIONS
OF CARRIAGE AND RATES

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<u>MILES</u>	<u>4001- 4800</u>	<u>4801- 5600</u>	<u>5601- 6400</u>	<u>6401- 7200</u>	<u>7201- 8000</u>
1-10	48	53	57	61	65
11-20	56	61	67	72	77
21-30	63	70	77	83	89
31-40	71	79	86	93	100
41-50	79	88	96	104	112
51-60	86	96	106	115	123
61-70	94	105	116	126	135
71-80	101	114	125	136	147
81-90	109	122	135	147	158
91-100	117	131	145	158	170
101-110	124	140	155	168	182
111-120	132	149	164	179	193
121-130	139	157	174	199	205
131-140	147	166	184	201	217
141-150	155	175	194	211	228
151-160	162	183	203	222	240
161-170	170	192	213	233	251
171-180	178	201	223	243	263
181-190	185	210	233	254	275
191-200	193	218	242	265	286
201-220	204	231	257	281	304
221-240	219	249	276	302	327
241-260	235	266	296	324	350
261-280	250	284	315	345	374
281-300	265	301	335	367	397
301-320	280	318	354	388	420
321-340	295	336	374	410	443
341-360	311	353	393	431	467
361-380	326	371	413	452	490
381-400	341	388	432	474	513
401-420	356	406	452	495	536
421-440	372	423	471	517	560
441-460	387	440	491	538	583
461-480	402	458	510	560	606
481-500	417	475	530	581	630
501-520	432	493	549	603	653
521-540	448	510	569	624	676
541-560	463	528	588	645	699
561-580	478	545	608	667	723
581-600	493	562	627	688	746

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PUBLIC SERVICE VEHICLES CONDITIONS
OF CARRIAGE AND RATES

<u>MILES</u>	<u>8001- 9600</u>	<u>9601- 11200</u>	<u>11201- 12800</u>	<u>12801- 14400</u>	<u>14401- 16000</u>
1-10	71	78	85	92	98
11-20	84	93	101	109	116
21-30	97	107	117	126	134
31-40	110	122	133	143	153
41-50	123	136	148	160	171
51-60	136	151	164	177	189
61-70	149	165	180	194	207
71-80	161	179	196	211	226
81-90	174	194	212	229	244
91-100	187	208	228	246	262
101-110	200	223	244	263	280
111-120	213	237	260	280	299
121-130	226	252	275	297	317
131-140	239	266	291	314	335
141-150	252	281	307	331	354
151-160	265	295	323	348	372
161-170	278	310	339	366	390
171-180	291	324	355	383	408
181-190	303	339	371	400	427
191-200	316	353	386	417	445
201-220	336	375	410	443	472
221-240	362	404	442	477	509
241-260	387	433	474	511	545
261-280	413	462	505	545	582
281-300	439	490	537	580	619
301-320	465	519	569	614	655
321-340	491	548	601	648	692
341-360	517	577	632	682	728
361-380	542	606	664	717	765
381-400	568	635	696	751	801
401-420	594	664	727	785	838
421-440	620	693	759	819	874
441-460	646	722	791	854	911
461-480	672	751	823	888	948
481-500	697	780	854	922	984
501-520	723	809	886	956	1021
521-540	749	838	918	991	1057
541-560	775	867	949	1025	1094
561-580	801	895	981	1059	1130
581-600	827	924	1013	1093	1167

PUBLIC SERVICE VEHICLES CONDITIONS
OF CARRIAGE AND RATES

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<u>MILES</u>	<u>16001- 19200</u>	<u>19201- 22400</u>	<u>22401- 25600</u>	<u>25601- 28800</u>	<u>28801- 32000</u>
1-10	107	118	128	138	148
11-20	126	139	151	162	173
21-30	146	161	174	187	199
31-40	166	182	197	211	224
41-50	186	204	221	236	250
51-60	206	226	244	260	275
61-70	225	247	267	285	301
71-80	245	269	290	309	327
81-90	265	290	313	333	352
91-100	285	312	336	358	378
101-110	305	334	359	382	403
111-120	325	355	382	407	429
121-130	344	377	405	431	454
<u>MILES</u>	<u>16001- 19200</u>	<u>19201- 22400</u>	<u>22401- 25600</u>	<u>25601- 28800</u>	<u>28801- 32000</u>
131-140	364	398	429	456	480
141-150	384	420	452	480	506
151-160	404	442	475	504	531
161-170	424	463	498	529	557
171-180	443	485	521	553	582
181-190	463	506	544	578	608
191-200	483	528	567	602	633
201-220	513	560	602	639	672
221-240	552	604	648	688	723
241-260	592	647	694	737	774
261-280	632	690	741	785	825
281-300	671	733	787	834	876
301-320	711	776	833	883	928
321-340	751	820	879	932	979
341-360	790	863	926	981	1030
361-380	830	906	972	1030	1081
381-400	870	949	1018	1079	1132
401-420	909	992	1064	1127	1183
421-440	949	1035	1110	1176	1235
441-460	989	1079	1157	1225	1286
461-480	1028	1122	1203	1274	1337

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**PUBLIC SERVICE VEHICLES CONDITIONS
OF CARRIAGE AND RATES**

<u>MILES</u>	<u>16001- 19200</u>	<u>19201- 22400</u>	<u>22401- 25600</u>	<u>25601- 28800</u>	<u>28801- 32000</u>
481-500	1068	1165	1249	1323	1388
501-520	1107	1208	1295	1372	1439
521-540	1147	1251	1342	1421	1490
541-560	1187	1295	1388	1469	1541
561-580	1226	1338	1434	1518	1593
581-600	1266	1381	1480	1567	1644
<u>MILES</u>	<u>32001- 36000</u>	<u>36001- 40000</u>	<u>40001- 44000</u>	<u>44001- 48000</u>	<u>Over 48001</u>
1-10	158	169	179	189	199
11-20	184	196	208	219	229
21-30	211	224	237	248	260
31-40	238	252	265	278	290
41-50	265	280	294	307	320
51-60	291	308	323	337	351
61-70	318	335	352	367	381
71-80	345	363	380	396	411
81-90	371	391	409	426	442
91-100	398	419	438	455	472
101-110	425	447	467	485	502
111-120	452	474	495	515	532
121-130	478	502	524	544	563
131-140	505	530	553	574	593
141-150	532	558	582	603	623
151-160	558	586	610	633	654
161-170	585	613	639	663	684
171-180	612	641	668	692	714
181-190	638	669	697	722	745
191-200	665	697	725	751	775
201-220	705	738	768	796	821
221-240	759	794	826	855	881
241-260	812	850	883	914	942
261-280	865	905	941	973	1003
281-300	919	961	998	1032	1063
301-320	972	1016	1056	1091	1124
321-340	1026	1072	1113	1151	1184

PUBLIC SERVICE VEHICLES CONDITIONS
OF CARRIAGE AND RATES

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<u>MILES</u>	<u>32001- 36000</u>	<u>36001- 40000</u>	<u>40001- 44000</u>	<u>44001- 48000</u>	<u>Over 48001</u>
341-360	1079	1128	1171	1210	1245
361-380	1133	1183	1228	1269	1306
381-400	1186	1239	1286	1328	1366
401-420	1239	1294	1343	1387	1427
421-440	1293	1350	1401	1447	1488
441-460	1346	1406	1458	1506	1548
461-480	1400	1461	1516	1565	1609
481-500	1453	1517	1573	1624	1670
501-520	1506	1572	1631	1683	1730
521-540	1560	1628	1688	1742	1791
541-560	1613	1684	1746	1802	1852
561-580	1667	1739	1803	1861	1912
581-600	1720	1795	1861	1920	1973.

(3) Notwithstanding subsection (2), where the shipper tenders the freight to be transported at the transporter's place of business, the charges otherwise payable shall be reduced by \$1.80.

(4) Notwithstanding subsection (2), where the shipper or consignee requests a shipment not be delivered to the consignee, a carrier shall be required only to deliver the shipment to his agent or representative in the area where the consignee resides or carries on business and the charges otherwise payable shall be reduced by \$1.50.

(5) The rates established in this section do not apply to courier services provided pursuant to an operating authority certificate or a temporary operating authority certificate.

21 Oct 83 cV-3.1 Reg 4 s24; 31 Aug 84 SR 100/
84 s4; 21 Dec 84 SR 147/84 s2; 31 May 85 SR
48/85 s3; 11 Oct 85 SR 104/85 s3; 6 Dec 85 SR
113/85 s2.

Empty beer bottle rates

25 The rate for the movement of empty beer bottles in cartons shall not exceed 11 per dozen.

21 Oct 83 cV-3.1 Reg 4 s25.

PETROLEUM TRANSPORT

Petroleum transport

26(1) The rates set out in sections 27 and 28 do not apply to the transportation of liquified petroleum gas or other similar products requiring the use of pressurized vessels, petro-chemicals, crude oil, bunker fuel or asphalt products.

- (2) Where a consignment of bulk petroleum products involves multiple deliveries:
- (a) the appropriate rate authorized for the actual distance travelled between the origin of the shipment and the final delivery point applied to the total weight of the product loaded shall determine the transportation charges; and
 - (b) the minimum charge for each delivery effected during the course of the shipment, excluding the final delivery, shall be \$12.50.
- (3) The rates set out in sections 27 and 28 include one hour for loading and one hour for unloading a shipment, and where the time required to load or unload a shipment exceeds one hour, through no fault of the transporter, the transporter shall charge for such loading or unloading services at a minimum rate of \$25 per hour or \$6.25 per one quarter hour.

21 Oct 83 cV-3.1 Reg 4 s26.

27 Repealed. 31 May 85 SR 48/85 s4.

28 Repealed. 31 May 85 SR 48/85 s4.

29 Repealed. 31 May 85 SR 48/85 s4.

EXPRESS TRANSPORT

Refusal of shipment

30 Where the consignee of any property transported by express refuses delivery, the transporter shall immediately notify the shipper about the refusal.

21 Oct 83 cV-3.1 Reg 4 s30.

Conditions of carriage

31 The conditions of carriage set out in Part III of the Appendix apply to the transportation of express.

21 Oct 83 cV-3.1 Reg 4 s31.

Interline shipments

32(1) An express transporter shall accept goods for transportation as express for any route on which he holds an operating authority certificate.

(2) Every express transporter shall make arrangements with other express transporters whereby he may issue express receipts for destinations beyond the limits of his route and an express receipt issued by him shall be honoured by every other express transporter who engages in business on any of the lines over which the shipment is routed.

(3) Where more than one express transporter handles a shipment, the transporter who collects the express charges for the shipment shall remit to all other transporters who have participated in the transportation of the shipment their share of the express charges within 30 days from the date of receipt of the interline statement covering such express charges, provided that where the express charges

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on a shipment are prepaid the remittance shall be made by the transporter who collects the express charges for the shipment to all transporters who have participated in the transportation of the shipment their share of the express charges within 30 days from the date of receipt of the interline statement.

21 Oct 83 cV-3.1 Reg 4 s32.

Prohibited shipment

33 No express transporter shall accept for transportation or permit to be transported in or on a public service vehicle that is carrying passengers any live animal, acid, explosive, any flammable substance or material or substance, material or article of a kind or quality that is likely to render it disagreeable to or dangerous to passengers or is likely to expose to risk, loss or damage anything being carried in or on the vehicle.

21 Oct 83 cV-3.1 Reg 4 s33.

Protection of shipment

34 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.

21 Oct 83 cV-3.1 Reg 4 s34.

Express receipts

35 No express transporter shall accept for transportation as express any goods unless, at the time of the acceptance by him or on his behalf of the goods to be so transported, he issues an express receipt in a form approved by the board.

21 Oct 83 cV-3.1 Reg 4 s35.

Rates

36(1) Subject to subsections (2) and (3) and except as otherwise ordered by the board, the maximum charges for the transportation of express are the amounts set out in Table 4:

TABLE 4

(Shipment Charges In Dollars And Cents Calculated on
the Basis of Distances measured from Depot to Depot)

Mileage	Envelopes	Packages		11-20 lbs	21-30 lbs
	Under 1 lb	Under 2 lbs	2-10 lbs		
0-100	2.50	4.00	4.40	4.80	5.20
101-200	2.50	4.00	4.60	5.20	5.80
201-300	2.50	4.00	4.80	5.60	6.40
301-400	2.50	4.00	5.00	6.00	7.00
401-500	2.50	4.00	5.20	6.40	7.60
501-600	2.50	4.00	5.40	6.80	8.20
601-700	2.50	4.00	5.60	7.20	8.80
701-800	2.50	4.00	5.80	7.60	9.40

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<u>Mileage</u>	<u>31-40 lbs</u>	<u>41-60 lbs</u>	<u>61-80 lbs</u>	<u>81-100 lbs</u>
0-100	5.60	6.40	7.20	8.00
101-200	6.40	7.60	8.80	10.00
201-300	7.20	8.80	10.40	12.00
301-400	8.00	10.00	12.00	14.00
401-500	8.80	11.20	13.60	16.00
501-600	9.60	12.40	15.20	18.00
601-700	10.40	13.60	16.80	20.00
701-800	11.20	14.80	18.40	22.00.

(2) The following rates are hereby authorized for the transportation of express of the kind shown:

<i>Item</i>	<i>Rate</i>	<i>Minimum Charge Each Addressee In Cents Per</i>
Flowers, cut flowers or floral arrangements.	The rate set out in subsection (1) plus 65¢.	
Automotive parts: bumpers, windshields, doors, fenders, grills, tail pipes (loose or attached to mufflers), glass panels.	Two times the rate set out in subsection (1).	
Glass shipments: glass panes, windshields, T.V. picture tubes.	Two times the rate set out in subsection (1).	
Bread and buns in containers.	2¢ per lb (gross weight).	The rate set out in subsection (1).
Newspapers - without interline.	2 1/2 per lb.	25¢.
Newspapers - with interline.	5 per lb.	25¢.
Clay products: sinks, toilet bowls, water closets, etc.	Two times the rate set out in subsection (1).	

(3) An express transporter may assess a 50 surcharge for each "Collect" shipment.

PASSENGER AND BAGGAGE CARRIAGE

Baggage

37(1) In this section, personal baggage and sample baggage consists of wearing apparel, toilet articles, catalogues, models and samples, sporting paraphenalia and similar personal effects which are in actual use and which 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 shall cover the transportation of the passenger together with no more than three pieces of personal baggage or sample baggage for which the individual weight does not exceed 100 pounds, the aggregate weight does not exceed 150 pounds and the individual dimensions do not exceed 24 inches in height, 24 inches in width or 45 inches in length.

(3) Baggage that individually or collectively exceeds the allowances authorized by subsection (2) shall be subject to regular applicable express rates.

(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 is limited:

(a) to a maximum of \$100; or

(b) where the passenger has declared a higher value and has paid an extra charge at the rate of 75 for each \$100 of valuation or fraction thereof in excess of \$100, to a maximum of \$250;

but in no case shall the liability exceed the actual value of the 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 carrier within one month after delivery of the baggage or, in the case of failure to make delivery within one month, after the lapse of a reasonable time for delivery.

21 Oct 83 cV-3.1 Reg 4 s37.

Time schedule

38 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 that is applicable to him.

21 Oct 83 cV-3.1 Reg 4 s38.

Tickets

39(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 he participates in the service;

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(b) shall make arrangements with other holders of such certificates whereby he may issue tickets to passengers for destinations beyond the limits of his route.

(2) A ticket issued to a passenger pursuant to subsection (1) shall be honoured by the holder of an operating authority certificate to operate a public service vehicle over the route on which the passenger is routed.

21 Oct 83 cV-3.1 Reg 4 s39.

Rest stops

40(1) 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, except that a vehicle equipped with a rest room may be operated for a period of not more than four hours before making such a stop.

(2) 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.

21 Oct 83 cV-3.1 Reg 4 s40.

Passenger fares

41(1) The holder of a public service vehicle operating authority certificate authorizing the transportation of passengers over a specified route shall calculate one-way fares not exceeding:

- (a) a boarding fee of \$1.36; and
- (b) 86 for each block of 10 miles travel or portion thereof, measured from depot to depot.

(2) The fares calculated in accordance with subsection (1) are maximums, and no person shall advertise or charge fares exceeding them.

21 Oct 83 cV-3.1 Reg 4 s41; 31 May 85 SR 48/85 s6.

HOUSEHOLD GOODS TRANSPORT

Uniform conditions of carriage

42 The uniform conditions of carriage set out in Part IV of the Appendix apply to the transportation of household goods.

21 Oct 83 cV-3.1 Reg 4 s42.

43 **Repealed.** 31 May 85 SR 48/85 s7.

44 **Repealed.** 30 May 86 SR 53/86 s3.

45 **Repealed.** 30 May 86 SR 53/86 s3.

Appendix
PART I**Form A**
CARGO LIABILITY INSURANCE POLICY**Insuring Agreements**

- 1** The insurer agrees to indemnify the insured for direct loss or damage caused by any peril specifically mentioned in paragraph 4 of this insuring agreement arising from the legal liability of the insured as a carrier or bailee under bills of lading or shipping receipts issued by the insured on lawful goods and merchandise.
- 2** This policy only covers goods accepted by the insured for shipment while in transit in or on the motor vehicle owned and operated by the insured and described in the certificate issued under this policy to the insured.
- 3** This policy attaches from the time the goods for which the insured is legally liable as a carrier leave the warehouse, residence, store or factory of the shipper or place of pick-up until safely delivered to place of delivery, but this policy only applies when the motor vehicle is within the limits of Saskatchewan, Alberta and Manitoba, and only while the goods are actually in transit, and in no event will this policy cover after the goods have ceased to be at the risk of the insured.
- 4** This policy insures against direct loss or damage to the goods caused by:
 - (a) fire, including self-ignition, internal explosion and lightning;
 - (b) perils of the lakes, rivers and inland waters, while on ferries only;
 - (c) accidental collision of the motor vehicle with any other automobile, vehicle or object;
 - (d) overturning of the motor vehicle;
 - (e) collapse of bridges;
 - (f) theft of an entire shipping package, excluding all pilferage;
 - (g) accidental collision of any part or all of the contents of the motor vehicle with any other vehicle or with an object outside the transporting vehicle, excluding, however, loss or damage caused by dropping or rough handling of cargo while loading or unloading and in any event while off the vehicle; or
 - (h) coming together of truck and trailer during coupling or uncoupling.
- 5** The insurer's liability is limited to the specific amount set opposite the description of the motor vehicle in the certificate.
- 6** This policy does not insure:
 - (a) accounts, bills, currency, deeds, evidences of debt, money, notes, securities or other similar valuables, bullion or precious stones;
 - (b) loss or damage caused by the neglect of the insured to use all reasonable means to save and preserve the goods at and after any disaster insured against;

- (c) loss or damage to paintings, statuary and other works of art and articles of virtu, unless absolute total loss;
- (d) loss or damage due to shifting of the load in the motor vehicle, poor or insufficient packing or rough handling;
- (e) breakage or leakage, unless directly caused by a peril insured against;
- (f) loss or damage caused by the motor vehicle coming in contact with any portion of the roadbed or by striking the rails or ties of street, steam or electric railroads;
- (g) loss or damage to goods by decay, wetness, dampness, being spotted, discolouring, mould, rust, frost, rotting, souring, steaming or changes in flavour unless directly caused by a peril insured against;
- (h) loss or damage caused by:
 - (i) strikers, locked-out workmen or persons taking part in labour disturbances or arising from riot, civil commotion, capture, seizure or detention or from any attempt thereat or the consequences thereof;
 - (ii) war, invasion, hostilities, rebellion, insurrection, seizure or confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade;
 - (iii) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- (i) loss or damage to goods or merchandise which are the property of the carrier;
- (j) the liability of the insured except to owners of goods insured pursuant to this policy;
- (k) damage to truck, tarpaulins, fittings or goods carried gratuitously or as an accommodation;
- (l) livestock except against accident causing death or rendering death necessary in consequence of any of the perils insured against;
- (m) loss by breakage of eggs unless resulting from one of the perils insured against and only if loss amounts to 50% of the value of each shipping package, and no loss on such commodity is to be paid in excess of \$200;
- (n) loss or damage by theft or larceny by any person or persons employed by the insured.

Special Conditions

1 *Description of Motor Vehicle:* Wherever the term "motor vehicle" is used in this policy it is deemed to cover only the motor vehicle, trailer or semi-trailer described in the certificate issued to the insured under this policy.

2 *Permission to Interchange:* Permission is hereby granted to interchange any motor vehicle, trailer or semi-trailer described in the individual certificate of insurance.

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3 *Notice and Proof of Loss and Payment:* The insured must immediately report in writing to this insurer every loss or damage which may become a claim pursuant to this policy and shall also file with the insurer within 90 days from date of loss a detailed sworn proof of loss. Failure by the insured to report the said loss or damage and to file such sworn proof of loss as provided in this policy shall invalidate any claim under this policy. All adjusted claims are due and payable 60 days after presentation and acceptance of proof of interest and loss at the office of the insurer. The insurer has the right to adjust and settle losses pursuant to this agreement with the actual owners of the goods and the payment to such owners or to the general order of the insured and to such owners of the amount due from this insurer for goods lost or damaged shall be in full satisfaction of the claim of the insured for such loss. If suit is brought against the insured to enforce a claim under this policy, he shall immediately forward to the insurer every summons or other process as soon as the summons or other process has been served on him and the insurer may, at its own cost, defend such suit in the name and on behalf of the insured.

The insured, whenever requested by the insurer, shall aid in effecting settlements, securing information and evidence, the attendance of witnesses and in prosecuting appeals, but the insured shall not voluntarily assume any liability, interfere in any negotiations for settlement or in any legal proceedings or incur any expense or settle any claim except at his own cost without the written consent of this insurer being previously given.

4 *Sue and Labour:* In case of any loss or misfortune resulting from any peril insured against, the party insured hereby engages for himself or themselves, his or their factors, servants or assigns to sue, labour or travel and to use all reasonable and proper means for the security, preservation, relief and recovery of the goods lost or damaged or any part thereof. It is an express condition of this policy that in event of disaster the contents of cargo of the truck shall not be abandoned or left without a responsible person in charge. In event of expenditure for salvage, salvage charges or sue and labour expenses, the liability under this policy shall be limited to such proportion of such amounts as the amount insured bears to the whole value of the goods directly involved in the disaster, but there can be no abandonment to the insurer of such goods.

5 *Other Insurance:* In the event that there is any other insurance of the same interest covering the same goods at the time of the happening of a loss in respect of those goods, this insurer shall be liable only for payment of a rateable proportion of the loss.

6 *Subrogation:* In all cases of loss the insured shall, at the request of the insurer or its agents, assign and subrogate all their rights and claims against others to this insurer to an amount not exceeding the sum paid by this insurer and permit suit to be brought in the insured's name, but at this insurer's expense, and the insured further agrees to render all reasonable assistance in the prosecution of said suit or suits. This insurer is not liable for any loss which, without its consent, has been settled or compromised with others, who may be liable therefor.

7 *Suit Against Insurer:* No suit or action on this policy for the recovery of any claim is sustainable in any court unless the insured has fully complied with all the requirements of this policy or unless the suit or action is commenced within 12 months next following the happening of the loss.

8 *Automatic Reinstatement:* Any loss hereunder does not reduce the amount of insurance.

9 *Cancellation:* This policy, or certificate issued hereunder, may be cancelled at any time at the request of the insured and with consent of the Highway Traffic Board or by the insurer by giving 30 days' notice of cancellation to the insured and the Highway Traffic Board. If this policy or certificates issued hereunder is cancelled as provided in this agreement, the premium having actually been paid, the unearned portion shall be returned on surrender of this policy or certificate issued pursuant to this agreement, this insurer retaining the premium paid above the minimum premium at the customary short rate for the time that the policy or certificate has been in force, except that when this policy is cancelled by this insurer by giving notice, it retains only the *pro rata* premium. Notice of cancellation to the last known address of the insured shall be a sufficient notice to the insured.

10 *Agent of Insured:* If any party or parties other than the insured have procured this policy, a certificate issued pursuant to this policy, or any renewal of or endorsement on this policy, they are deemed to be the agent of the insured and not of this insurer in any and all transactions and representations relating to this insurance.

11 *Valuation Clause:* All goods and merchandise for which the insured's liability is insured pursuant to this agreement are, by agreement, valued at the amount of invoice or, if not under invoice, at cash market value on the date and at the place of shipment, except, however, the liability of this insurer shall not exceed the value as shown in shipping costs or bills of lading, if any.

12 *Set or Part Clause:* In the event of loss or damage as a result of a peril insured against to any article consisting, when complete for sale or use, of several parts, the insurer shall only be liable for an amount not exceeding the value of the part lost or damaged.

13 *Labels:* In case of loss affecting labels, capsules or wrappers, the loss is to be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers, and reconditioning the goods.

Form B
PUBLIC SERVICE VEHICLE

Truckman's Cargo Liability Insurance Endorsement

This endorsement is made in accordance with the regulations of the Highway Traffic Board under *The Vehicles Act, 1983*.

In consideration of the premium specified in the policy, the insurer agrees:

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1 If any loss or damage for which the insured is legally liable results to goods lawfully coming into the possession of the insured in connection with his transportation business as a carrier of freight or express by public service vehicle under a bill of lading, express receipt or other shipping document, the insurer shall pay to the shipper or consignee the amount of the loss or damage, save and except loss or damage or the amount of loss or damage that expressly or by necessary implication is outside, excluded from or beyond the legal liability of a carrier as that legal liability is described in the conditions of carriage mentioned or prescribed in the regulations under *The Vehicles Act, 1983* (even though by special contract, express or implied, the insured may have assumed liability for such loss or damage), subject always to the terms of this endorsement and to the limits of liability provided for in this endorsement.

2 The insurer agrees to pay the amount mentioned in paragraph 1 regardless of whether the motor vehicle, terminals, warehouses and other facilities used in connection with the transportation of the goods covered by this endorsement are specifically described in the policy or not and the liability of the insurer extends to such loss or damage whether occurring on the route, in the territory authorized to be served by the insured or elsewhere.

3 The insurer is not liable to pay any amount provided for in this endorsement for loss of market, profit or use or for any amount in excess of the cost of reinstating, repairing or replacing the goods lost or damaged with material of like kind and quality.

4 The insurer is not liable to make any payment provided for in this endorsement to any shipper or consignee with respect to any loss or damage for which the insured is not himself legally liable in the circumstances of the case to the shipper or consignee.

5 Subject to the provisions of paragraph 1 to 4 and within the limits of liability provided for in paragraphs 6 to 8, no term, condition, provision, stipulation or limitation contained in the policy or any other endorsement on it or violation of it, or of this endorsement by the insured, shall affect the right of any shipper or consignee, or relieve the insurer from liability for the payment of any claim as provided in paragraphs 1 to 4, irrespective of the financial responsibility, lack of financial responsibility, insolvency or bankruptcy of the insured.

6 All the terms, conditions, provisions, stipulations and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the insurer and by accepting this endorsement the insured agrees to reimburse the insurer for any payment made by the insurer on account of any loss or damage involving a breach of the terms of the policy and for any payment that the insurer would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

7 The liability of the insurer for the limits provided in this endorsement shall be a continuing one notwithstanding any payment under this endorsement.

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8 The insurer shall not be liable in any event to make any payment under this endorsement with respect to the loss of or damage to goods occurring at any one time and place in excess of the minimum amount of "Truckman's Cargo Liability Insurance" required under the pertinent provisions of the regulations under *The Vehicles Act, 1983* to be furnished by the insured with respect to the vehicle by which the goods are transported to the place from which the goods were lost or at which they were damaged.

9 Whenever requested by the Highway Traffic Board, the insurer agrees to furnish to the Highway Traffic Board a duplicate original of the policy and all endorsements on it.

10 This endorsement may not be cancelled without cancellation of the policy, and the cancellation of the policy may be effected by the insurer or the insured giving 30 days' notice in writing to the Highway Traffic Board at its office at Regina, Saskatchewan, the said 30 days' commencing to run from the date the notice is actually received at the office of the said Highway Traffic Board.

11(1) The words the "**Highway Traffic Board**" wherever they appear in this endorsement or in the policy to which this endorsement is attached mean the Highway Traffic Board continued under *The Vehicles Act, 1983*.

(2) The word "**policy**" wherever it appears in this endorsement means the policy, certificate or other written document evidencing the contract of motor vehicle Cargo Liability Insurance to which this endorsement is attached.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Policy shall have full force and effect.

Attached to and forming part of Policy No. _____ of _____ etc.

Form C
POLICY OF GUARANTEE INSURANCE OR FIDELITY BOND
(HEREINAFTER CALLED THE SURETY)

Hereby guarantees to pay to all persons and corporations (hereinafter referred to as shippers) shipping lawful goods and merchandise by any of public service vehicles owned or operated by or on behalf of _____ of _____, Province of _____ (or the duly licensed owners thereof named in insurance certificates issued by the surety, whether carriers of goods or merchandise by freight or by express), (hereinafter known as the licensees) such pecuniary loss, not to exceed the sum of \$ _____ (or the sum set forth in any given case in the insurance certificate of coverage hereunder issued by the surety in respect of the licensee named therein) as may be sustained by any shipper in any act of theft or misappropriation by the said licensees, or any of them, or their or his employee or employees of any money or moneys collected by the said licensees, or their or his employee or employees in respect to the transportation of lawful goods and by the said licensee subject to the following conditions and limitations:

1 The total liability of the surety in respect of any act or acts of any licensee or his employees shall be limited to the sum set forth in the insurance certificate issued in the name of the licensee.

2 Loss must be discovered during the continuance of this suretyship for any licensees or within six months after its termination as to that licensee and notice delivered to the surety at its Head Office at Regina, within 30 days after such discovery. All claims shall be submitted separately as to each licensee with a statement in itemized form verified by statutory declaration of the shipper to the surety at Regina, Saskatchewan, within three months after discovery of the loss. The surety shall have two months after claim has been presented in which to verify and pay the claim, during which time no legal proceedings shall be brought against the surety as to that claim, or at all as to the claim after the expiration of 12 months from the date of that claim.

3 In the event of any loss the shipper shall, upon the request and at the expense of the surety, institute proceedings against the defaulting licensee or employee.

4 This bond shall be deemed cancelled as a whole or as to any particular licensee upon the effective date specified in a written notice served by either party on the other. That date, if the notice be served by the surety, shall not be less than 30 days after such service.

5 Upon the cancellation of the certificate of a licensee by the "Highway Traffic Board of the Province of Saskatchewan (heretofore or hereinafter called the Board)", this guarantee is as to such licensee terminated as of the date of such cancellation, notice of which shall be given immediately by the Board to the surety.

6 Upon payment of any claim under this guarantee, the amount of suretyship shall be decreased accordingly but in any such case the amount of the suretyship may be increased to the limit provided in this guarantee by payment of the *pro rata* proportion of the premium.

In Witness Whereof, etc.

PART II
**Uniform Conditions of Carriage For
General Merchandise Transport**

1(1) For the purposes of this Part, "**carrier**" means freight transporter.

(2) The custody and carriage of any goods that come into the possession of a carrier for carriage and delivery by him as freight are subject to the following terms and conditions which shall govern all relations of the shipper, consignee and carrier:

(a) the carrier of the goods described in the bill of lading is liable for any loss of or damage to goods accepted by him or his agent except as hereinafter provided;

(b) where a shipment is accepted for carriage by more than one carrier, the carrier issuing the bill of lading (hereinafter called the originating carrier) and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier) in addition to any other liability

hereunder are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved;

(c) the originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have 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 hereunder resulting from loss of or damage to the goods while they were in the custody of such other carrier, and when shipments are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenues received;

(d) nothing in clauses (b) or (c) deprives a consignor or consignee of any rights he may have against any carrier;

(e) the carrier shall not be liable for loss, damage or delay to any of the goods described in the bill of lading caused by an act of God, the Queen'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, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage;

(f) no carrier is bound to transport the goods 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 thereto;

(g) in the case of physical necessity where the carrier forwards the goods 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 licenced-for-hire vehicle;

(h) where goods are stopped and held in transit at the request of the party entitled to so request, the goods are held at the risk of that party;

(i) subject to clause (j), the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be computed on the basis of:

(i) the value of the goods at the time and place of shipment including the freight and other charges if paid; or

(ii) where a lower value than that referred to in subclause (i) has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability;

(j) the amount of any loss or damage computed under subclause (i)(i) or (ii) shall not exceed \$2.00 per pound (or \$4.40 per kilogram) 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;

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(k) where it is agreed that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss or damage or delay which may result from any negligent act or omission of the carrier, his agents or employees and the burden of proving absence from negligence shall be on the carrier;

(l) no carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within 60 days after the delivery of the goods, or in the case of failure to make delivery, within nine months from the date of shipment, and the final statement of the claim must be filed within nine months from the date of shipment together with a copy of the paid freight bill;

(m) 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 such goods are carried without a special agreement and the nature of the goods is not disclosed thereon, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in clause (j);

(n) if required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery and if upon inspection it is ascertained that the goods shipped are not those described in the bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional charges lawfully payable thereon, and should a consignor fail to indicate that a shipment is to move prepaid or fail to indicate how the shipment is to move, it will automatically move on a collect basis;

(o) 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 thereby, and such goods may be warehoused at the consignor's risk and expense;

(p) where, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery has not been made, and shall request disposal instructions, and pending receipt of such disposal instructions:

(i) the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or

(ii) provided that the carrier has notified the consignor of his intention, the goods may be removed to and stored in a public or licenced 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;

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- (q) where notice has been given by the carrier pursuant to clause (p), and no disposal instructions have been received within 10 days from the date of such notice, the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which such notice has been given;
- (r) subject to clause (s), 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 initialed by the consignor or his agent and the originating carrier or his agent and unless so acknowledged shall be without effect;
- (s) it shall be the responsibility of the consignor to show correct shipping weights of the shipment on the bill of lading, and where the actual weight of the shipment does not agree with the weight shown on the bill of lading, the weight shown thereon is subject to correction by the carrier;
- (t) with respect to C.O.D. shipments:
- (i) a carrier shall not deliver a C.O.D. shipment unless payment is received in full;
 - (ii) 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;
 - (iii) a carrier shall remit all C.O.D. monies to the consignor or person designated by him within 15 days after collection;
 - (iv) a carrier shall keep all C.O.D. monies separate from the other revenues and funds of his business in a separate trust fund or account;
 - (v) a carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by consignees.

PART III

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 him as express are subject to the following terms and conditions which shall govern all relations of the shipper, consignee and express transporter:

- (a) an agreement entered into between the shipper and the transporter shall extend to and be binding upon the shipper and all persons in privity with him, claiming or asserting any right to the ownership or possession of the shipment, and shall inure to the benefit of any person or transporter to whom the shipment may be delivered for the performance of any act, or duty in respect thereof, or in whose custody or charge the same may lawfully be, or on whose vehicles the same is being carried under the agreement, and shall apply to any reconsignment or return thereof;
- (b) the liability of the transporter upon any shipment is limited:
- (i) to an amount not exceeding \$1,000 declared by the shipper and embodied in the agreement and in any event to not less than \$50;

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(ii) where the shipper declares the value of the shipment, to the amount declared, provided that the amount prescribed pursuant to clause (b.1) has been paid;

(iii) subject to subclause (i), where the actual value of the shipment exceeds the declared value, to the ratio that the value of the loss or damage bears to the actual value of the shipment times the declared value;

but in no case shall the liability exceed the actual value of the shipment at the time of the receipt thereof by the transporter, including express and other charges, if paid, and duty, if payable or paid and not refunded;

(b.1) the shipper shall pay to the transporter an amount that is equal to 1% of the declared value of the shipment that is above the minimum prescribed in subclause (i);

(c) executed policies, money, specie, completely signed and executed bonds, coupons, bank notes and negotiable paper, or incompletely executed legal tender and bank notes, jewelry and precious stones shall not be packed or included with a shipment of ordinary express, and if so packed, the transporter shall not be liable for loss of or damage to such goods;

(d) the transporter is not liable:

(i) 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 such loss or damage is caused by the negligence of the transporter;

(ii) for any loss, damage or delay caused by an act of God, the Queen'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;

(iii) for any loss or damage caused by the delay or by injury to, or loss or destruction of the shipment, or any part thereof, from conditions beyond the control of the transporter, unless such loss or damage is caused by the negligence of the transporter, upon whose motor vehicle or property the shipment was at the time such loss or damage occurred;

(iv) for any loss or damage occurring in a customs warehouse;

(v) for any loss, damage or delay resulting from improper or insufficient packing, securing or addressing, or from chafing where packed in bales;

(vi) for any loss or damage, if clause (c) is violated;

(vii) 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 upon the package containing the same, unless such damage or loss is due to the negligence of the transporter, his agents or employees;

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- (viii) for loss or damage from any delay beyond his 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;
 - (ix) for loss or damage in any way arising out of the examination by or partial delivery to the consignee of C.O.D. shipments;
 - (x) 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 such, unless the delay, injury or loss is caused by the negligence of the transporter;
 - (xi) for any damage, partial loss or shortage, unless written notice thereof is given at any office of the transporter within 30 days after delivery;
 - (xii) for any loss or damage occurring to a shipment addressed to a point where there is no agent of the transporter after the shipment has been left at such place;
 - (xiii) for non-delivery, loss or destruction of the shipment, unless written notice thereof 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;
- (e) duty and custom house expenses shall be guaranteed by the shipper;
- (f) delivery arrangements shall be as follows:
- (i) at points where the transporter has delivery service, tender of the shipment for delivery to the consignee shall be made at the address given, if within such delivery limits;
 - (ii) where there is no delivery service, the transporter shall forthwith notify the consignee at the address given of the arrival of the shipment;
 - (iii) the transporter shall not be held liable to deliver to addresses outside delivery limits;
 - (iv) if a transporter has not an office at the place to which the shipment is addressed, then unless otherwise routed, the transporter only agrees to carry the same and deliver the shipment to any connecting transporter for furtherance to destination;
- (g) if any C.O.D. money, other than the charges for transportation is to be collected from the consignee upon the delivery of the shipment and the same is not paid within 10 days, the transporter may return the shipment and collect the charges for transportation both ways, and the liability of the transporter shall be that of warehouseman only while the shipment remains in his possession for the purpose of making such collection.

PART IV
**Uniform Conditions of Carriage For
Household Goods Transport**

1(1) 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 the remaining provisions of these regulations, this Part shall govern.

(2) A bill of lading shall be completed as provided herein for each shipment and it shall not be initialed but shall be signed in full by the consignor and the original contract carrier or his agent as an acceptance of all terms and conditions contained herein.

(3) Every bill of lading issued under these provisions shall 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 carrier and his telephone number;
- (e) the name of connecting carriers, if any;
- (f) in a conspicuous place, the name of the destination agent, if different from the original contracting carrier, and his telephone number;
- (g) the name, address and telephone number of the consignee;
- (h) the destination of the shipment;
- (i) an inventory of the goods comprising the shipment which may be attached to, and then becomes part of, the bill of lading.

(4) Every bill of lading issued under these provisions shall contain:

- (a) a provision stipulating whether the 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 shall not preclude future claim for loss or damage made within the time as prescribed 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 carrier;
- (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 time period agreed on for delivery;

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- (h) a statement clearly setting out the extent of the carrier's liability;
 - (i) a space for the signature of the consignor.
- (5) The carrier of the goods herein described is liable for any loss of or damage to goods accepted by him or his agent, except as herein provided.
- (6) Where a shipment is accepted for carriage by more than one carrier, the original contracting carrier and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to any other liability hereunder, are liable jointly and severally for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved.
- (7) The original contracting carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been delivered the amount of loss or damage that the originating contracting carrier or delivering carrier, as the case may be, may be required to pay hereunder resulting from any loss of or damage to the goods while they were in the custody of such other carrier.
- (8) Nothing in subsections (6) or (7) deprives a consignor or consignee of any rights he may have against any carrier.
- (9) A carrier shall not be liable for:
- (a) loss, damage or delay to any of the goods described in the bill of lading caused by an act of God, the Queen'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 his negligence or that of an agent or employee of the carrier:
 - (i) damage to fragile articles that are not packed and unpacked by the contracting carrier, his agent or 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 such articles, provided that where the preparation and servicing of such goods for shipment was undertaken by a party other than the contracting carrier, his agent or employee, no liability shall attach to any carrier for any resulting inadequacies in the functioning of such goods;
 - (iii) deterioration of or damage to perishable food, plants or pets;
 - (iv) loss of contents of consignor packed articles, unless the containers used are opened for the carrier's inspection and articles are listed on the bill of lading and receipted for by the carrier;

and the burden of proving the absence of such negligence shall be on the carrier;

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- (c) damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event the carrier shall only be 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 his 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.
- (10) At the time of acceptance of the contract, the original contracting carrier shall provide the consignor with a date or time period within which delivery is to be made and failure by the carrier to effect delivery within the time specified on the face of the bill of lading shall render him liable for reasonable food and lodging expenses incurred by the consignee.
- (11) Failure by the consignee to accept delivery when tendered within the time specified on the bill of lading shall render him liable for reasonable storage in transit, handling and redelivery charges incurred by the carrier.
- (12) In case of physical necessity where the carrier forwards the goods 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.
- (13) Where 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.
- (14) Subject to subsection (15), the amount of any loss or damage for which the carrier shall be liable, whether or not the loss or damage results from negligence of the carrier or his employees or agents, shall be computed on the basis of the value of the lost or damaged article at the time and place of shipment.
- (15) The amount of any loss or damage computed under subsection (14) shall not exceed the greater of the value declared by the shipper or \$4.41 per kilogram computed on the total weight of the shipment, provided that, where the consignor releases the shipment to a value of \$1.32 per kilogram per article or less in writing, the amount of any loss or damage computed under subsection (14) shall not exceed such lower amount.
- (16) Where the value declared by the shipper or \$4.41 per kilogram computed on the total weight of the shipment applies, additional charges to cover the additional coverage over \$1.32 per kilogram per article shall be paid by the consignor.
- (17) Where it is agreed that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss, damage or delay which may result from any negligent act or omission of the carrier, his agents or employees and the burden of proving absence of negligence shall be on the carrier.

(18) No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the original contracting carrier or the delivering carrier within 60 days after delivery of the goods, or, in the case of failure to make delivery, within nine months from the date of shipment.

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

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

(21) No carrier is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so and, if such goods are carried without a special agreement and the nature of the goods is not disclosed on the face of the bill of lading, the carrier shall not be liable for any loss or damage.

(22) If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery, provided that, where the total actual charges exceed by more than 10% the total estimated charges, the consignee, subject to subsection (23), shall 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.

(23) The 15-day extension provided for in subsection (22) does not apply where the carrier notifies the consignor of the total actual charges immediately after the goods are loaded or where the carrier receives a waiver of the extension provision signed by the consignor.

(24) 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 thereby, and such goods may be warehoused at the consignor's risk and expense.

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

(26) Pending the receipt of such disposal instructions:

(a) the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or

(b) provided that the carrier has notified the consignor of his 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 carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

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(27) Subject to subsection (28), any additional limitation on the carrier's liability on the bill of lading and any alteration, addition or erasure on the bill of lading shall be signed or initialed by the consignor or his agent and the original contracting carrier or his agent and unless so acknowledged shall be without effect.

(28) It shall be the responsibility of the original contracting carrier or his agent to show the correct tare, gross and net weights on the bill of lading by use of a certified public scale, and to attach the weigh scale ticket to his copy of the bill of lading, and in cases where certified public scales are not available at origin, or at any point within a radius of 16 kilometres thereof, a constructive weight based on 112 kilograms per cubic metre of properly loaded van space shall be used.

21 Oct 83 cV-3.1 Reg 4; 30 May 86 SR 53/86 s4.

