

# CONDITIONS OF CARRIAGE

## I APPLICATION

The following provisions shall apply to all transportation of goods by for-hire highway carriers licenced under the Motor Vehicle Transport Act 1987 (S.C.C. 35) or under provincial statutes with the exception of the transportation of:

- (a) used household goods,
- (b) livestock,
- (c) bus parcel express shipments,
- (d) the personal luggage of bus passengers,
- (e) such other specific commodities as may be specified by provincial law.

## II BILL OF LADING

1. A Bill of Lading shall be completed as provided herein for each shipment.
2. On each article covered by the Bill of Lading, there shall be plainly marked thereon by the consignor, the name of the consignee and the destination thereof. This requirement does not apply in cases where the shipment is from one consignor to one consignee and constitutes a truckload shipment.
3. The Bill of Lading shall be signed in full (not initialed), by the consignor and the carrier as acceptance of all items and conditions contained therein.
4. At the option of the carrier a waybill may be prepared by the carrier and the waybill shall bear the same number or other positive means of identification as the original Bill of Lading. Under no circumstances shall the waybill replace the original Bill of Lading.

## III CONDITIONS OF CARRIAGE

1. **Liability of Carrier**  
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 hereinafter provided.
2. **Liability of Originating and Delivering Carriers**  
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.
3. **Recovery from Connecting Carrier**  
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 the such other carrier. When shipments are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenues received.
4. **Remedy by Consignor of Consignee**  
Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against the carrier.
5. **Exceptions from Liability**  
The carrier shall not be liable for loss, damage or delay to any of the goods describe 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 difference in weights of grain, seed or other commodities caused by natural shrinkage.
6. **Delay**  
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.
7. **Routing by Carrier**  
In case of physical necessity where the carrier forwards the goods by a conveyance that is not a licenced for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licenced for-hire vehicle.
8. **Stoppage in Transit**  
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.
9. **Valuation**  
Subject to article 10, 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:
  - (a) the value of the goods at the place and time of shipment including the freight and other charges it paid; or
  - (b) where a value lower than that referred to in paragraph (a) has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability.
10. **Maximum Liability**  
The amount of any loss or damage computed under paragraph (a) or (b) of article 9, shall not exceed \$4.41 per kilogram or \$2.00 per pound (computed on the total weight of the shipment) unless a higher value is declared on the face of the Bill of Lading by the consignor.
11. **Consignor's Risk**  
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.
12. **Notice of Claim**
  - (a) 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 sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment.
  - (b) The final statement of the claim must be filed within nine(9) months from the date of shipment together with a copy of the paid freight bill.
13. **Articles of Extraordinary Value**  
No carrier is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in article 10 above.
14. **Freight Charges**
  - (a) 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 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.
  - (b) 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.
15. **Dangerous Goods**  
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.  
Anyone shipping explosives or other dangerous goods such as corrosive or lethal chemicals, or any other harmful material, without previously disclosing the nature of the goods, will be liable to the carrier for any cost suffered by the carrier as a result of problems caused by those goods during transportation. This applies even though the shipper may not have been aware of the dangerous nature of those goods.
16. **Undelivered Goods**
  - (a) Where, through no fault to 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.
  - (b) 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.
17. **Return of Goods**  
Where notice has been given by the carrier pursuant to article 16(a), and no disposal instructions have been received within 10 days from the day 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.
18. **Alterations**  
Subject to article 19, any limitation on the carrier's liability on the Bill of Lading, and any alteration, or 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.
19. **Weights**  
It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the Bill of Lading. 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.
20. **C.O.D. Shipments**
  - (a) A carrier shall not deliver a C.O.D. shipment unless payment is received in full.
  - (b) The charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments, must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the Bill of Lading.
  - (c) A carrier shall remit all C.O.D. monies to the consignor or person designated by him within 15 days after collection.
  - (d) 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.
  - (e) A carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by consignee.