

ALBERTA REGULATION 313/2002

Traffic Safety Act

**BILL OF LADING AND CONDITIONS OF
CARRIAGE REGULATION**

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20 Coming into force

Schedules - (1 – 8 deleted)

Definitions

1 In this Regulation,

- (a) "Board" means the Alberta Transportation Safety Board;
- (b) "carrier" means a person who transports goods by means of a commercial vehicle;
- (c) "consignee" means the person or agent to whom delivery of goods is to be made;
- (d) "consignor" means the person or agent from whom the goods have been received for shipment;
- (e) "goods" means goods as defined in the *Traffic Safety Act*;
- (f) "household goods" means property that is moved by persons specializing in the full service relocation of household effects, and includes the following property:
 - (i) furniture, appliances and personal effects transported as part of the relocation of a household, including vehicles and boats moved as part of the same household;
 - (ii) unpackaged or uncrated furniture and office equipment transported to an office, store, factory, commercial establishment, museum, hospital or public institution to be used as furnishings therein;
 - (iii) stock-in-trade moved as part of the relocation of an office, store or commercial establishment;
 - (iv) objects of art, displays, exhibits, computers and electronic devices that require specialized handling;
- (g) "livestock" means any domestic farm animal other than poultry.

Application of Regulation

2 This Regulation does not apply to the following:

- (a) used buildings;
- (b) a bus parcel express shipment, except to the extent provided for in section 6 and Schedule 4;

- (c) the luggage of a passenger on a bus;
- (d) fodder, coal, granite, clay, sand, lime, stone, gravel or water;
- (e) methanol, diesel fuel, kerosene, crude oil, condensate, acids or calcium chloride when the commodity is being transported to or from an oil or gas well site or battery on a single or tandem axle tank truck that has a registered gross maximum weight not exceeding 23 500 kilograms;
- (f) goods that are owned by the person who is the owner of the commercial vehicle that is transporting the goods.

Bill of lading re household goods

9(1) When household goods are shipped by a carrier that is authorized to transport household goods for compensation a bill of lading shall be prepared by the originating carrier.

(2) A bill of lading referred to in subsection (1) shall set out at least the following:

- (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 names of connecting carriers, if any;
- (f) the name, address and telephone number of the consignee;
- (g) in a conspicuous place, the name of the destination agent, if it is different from the original contracting carrier, and his telephone number;
- (h) the destination of the shipment;
- (i) a provision stipulating whether the goods are received in apparent good order and condition, except as noted on the inventory;
- (j) notwithstanding clause (i), a statement in a conspicuous form 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 limit as prescribed by the conditions of carriage;
- (k) a space to show the declared value of the shipment;

(l) a space to show the actual amount of freight and all other charges to be collected by the carrier;

(m) a statement to indicate that the conditions of carriage set out in Schedule 9 apply;

(n) a space to note any special services or agreements between the contracting parties;

(o) a space to indicate the date or time period agreed upon for delivery;

(p) a statement in conspicuous form to indicate that the carrier's liability is limited by a term or condition of carriage;

(q) a space for the signature of the consignor.

(3) A bill of lading referred to in subsection (1) does not meet the requirements of this Regulation unless it is

(a) fully completed, and

(b) signed by the consignor and the original contracting carrier.

(4) An inventory of the household goods being shipped under the bill of lading shall be prepared

(a) by the consignor and acknowledged by the carrier, or

(b) by the carrier and acknowledged by the consignor,

and shall be attached to and form part of the bill of lading.

Conditions of carriage re household goods

10(1) Every agreement for the transportation of household goods to which section 9 applies is deemed to include those terms and conditions contained in the conditions of carriage set out in Schedule 9.

(2) The conditions of carriage referred to in subsection (1) shall be set out on the reverse side of the bill of lading.

Insurance

11(1) When the consignor is charged a fee by the carrier for the insuring of household goods being shipped, the insurance shall be purchased on behalf of the consignor.

(2) The named beneficiary under the contract of insurance shall be the consignor or, at the direction of the consignor, another person other than the carrier.

Bill of lading, etc. to accompany goods

12(1) Unless exempted under the Act, the carrier transporting goods for which a bill of lading, manifest, receipt or permit has been issued shall, while those goods are being transported on that vehicle, carry a copy of that document in the vehicle.

(2) The copy of the document referred to in subsection (1) shall be delivered to the consignee of the goods when the goods are delivered to him.

Receipt of goods

13(1) A carrier that transports goods shall deliver the goods to the consignee.

(2) Notwithstanding subsection (1), where a bill of lading, waybill or manifest has been issued for the goods being transported, the carrier shall not deliver the goods to the consignee until the consignee, on the carrier's copy of the bill of lading, waybill or manifest, as the case may be,

(a) acknowledges receipt of the goods, and

(b) indicates whether the goods are in apparent good order and condition or not, and if not give details of the defects.

Duty of carrier

14 A carrier transporting goods shall exercise due care and diligence to protect the goods from loss or damage.

Refusal to carry goods

15 A carrier may refuse to carry goods if

(a) the commercial vehicle on which the goods would be transported is fully loaded or committed, or

(b) in the opinion of the carrier,

(i) the goods are not in a proper condition for being transported by a commercial vehicle, or

(ii) the goods due to climatic conditions may perish.

Additional terms and conditions

16(1) Nothing in section 5, 8 or 10 shall be construed as prohibiting a consignor and a carrier from adding terms and conditions to the agreement for the transportation of goods.

(2) Notwithstanding subsection (1), any added terms or conditions referred to in subsection (1)

(a) that alter the terms and conditions contained in the conditions of carriage as set out in Schedule 3, 8 or 9, as the case may be, and

(b) that reduce or alter the obligations provided for under the conditions of carriage referred to in clause (a),

are void

Offences

17 It is an offence to contravene or fail to comply with the following provisions of this Regulation:

section 3(1);
section 3(2);
section 3(4) to (7);
section 4(2);
section 5(2);
section 6(2);
section 6(3);
section 7;
section 9;
section 10(2);
section 11;
section 12;
section 13;
section 14.

Repeal

18 The *Bill of Lading and Conditions of Carriage Regulation* (AR 424/86) is repealed.

Expiry

19 For the purpose of ensuring that this Regulation is reviewed for ongoing relevancy and necessity, with the option that it may be repassed in its present or an amended form following a review, this Regulation expires on July 1, 2008.

Coming into force

20 This Regulation comes into force on the coming into force of Part 7, Division 4 of the *Traffic Safety Act*.

Schedule 9

Conditions of Carriage (Household Goods)

Liability of carrier

1 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 provided in these Conditions of Carriage.

Liability of originating and delivery carriers

2 Where a shipment is accepted for carriage by more than one carrier, the originating contracting carrier and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to any other liability provided for under these Conditions of Carriage, 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.

Recovery from connecting carrier

3 The originating 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 under these Conditions of Carriage resulting from any loss of or damage to the goods while they were in the custody of that other carrier.

Remedy by consignor or consignee

4 Nothing in section 2 or 3 of these Conditions of Carriage deprives a consignor or consignee of any rights he may have against any carrier.

Exceptions from liability

5 The carrier shall not be liable for the following:

(a) loss, damage or delay to any of the goods described in the bill of lading caused by

- (i) an act of God,
- (ii) the Queen's or public enemies,
- (iii) riots,
- (iv) strikes,

- (v) a defect or inherent vice in the goods,
 - (vi) an act or default of the consignor, owner or consignee,
 - (vii) authority of law, or
 - (viii) quarantine;
- (b) except for damage, deterioration or loss caused by his, his agent's or employee's negligence,
- (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 operation of radios, phonographs, clocks, appliances, musical instruments and other equipment, irrespective of who packed or unpacked those articles, unless servicing and preparation was performed by the contracting carrier, his agent or employee,
 - (iii) deterioration of or damage to perishable food, plants or pets, or
 - (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 received for by the carrier,
- and the burden of proving absence of such negligence shall be on the carrier;
- (c) damage to or loss of a complete set or unit when only part of the set is damaged or lost, in which event the carrier shall only be liable for repair or recovery 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 was not in attendance;
 - (e) damage to the goods at place or places of delivery at which the consignee or his agent was not in attendance and cannot give receipt for goods delivered.

Delay

6(1) 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.

(2) 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.

(3) 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.

Routing by the carrier

7 In case of physical necessity where the carrier forwards the goods by a conveyance that is not a commercial vehicle, the liability of the carrier is the same as though the entire carriage were by commercial vehicle.

Stoppage in transit

8 Where goods are stopped or held in transit at the request of a party entitled to so request, the goods are held at the risk of that party.

Valuation

9 Subject to section 10 of these Conditions of Carriage, 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 its 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.

Maximum liability

10(1) The amount of any loss or damage computed under section 9 of these Conditions of Carriage shall not exceed the greater of

- (a) the value declared by the shipper, and
- (b) \$4.41 per kilogram computed on the total weight of the shipment.

(2) Notwithstanding subsection (1), 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 section 9 of these Conditions of Carriage shall not exceed that lower amount.

(3) Where section 10(1) applies, additional charges to cover the additional coverage over \$1.32 per kilogram per article shall be paid by the consignor.

Consignor's risk

11(1) Where it is agreed that the goods are carried at the risk of the consignor of the goods, that agreement covers only those risks as are necessarily incidental to transportation.

(2) The agreement referred to in subsection (1) shall not relieve the carrier from liability for any loss, damage or delay that 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.

Notice of claim

12**(1)** No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out

(a) particulars of the origin, destination and date of shipment of the goods, and

(b) 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

(c) 60 days after delivery of the goods, or

(d) in the case of failure to make delivery, within 9 months from the date of shipment.

(2) The final statement of the claim must be filed within 9 months from the date of shipment.

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

Articles of extra-ordinary value

13**(1)** No carrier is bound to carry any documents, specie or any articles of extra-ordinary value unless the carrier specifically agrees to do so.

(2) If

(a) goods referred to in subsection (1) are carried without the carriage of those items being specifically agreed to, and

(b) 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.

Freight charges

14**(1)** If required by the carrier freight and all other lawful charges accruing on the goods shall be paid before delivery.

(2) Notwithstanding subsection (1), where the actual charges exceed by more than 10% the total estimated charges, the consignee shall be allowed 15 days after the day on which the goods are delivered, excluding Saturday and holidays, to pay the amount by which the total actual charges exceed 110% of the total estimated charges.

(3) Where

- (a) the actual charges exceed by more than 10% the total estimated charges, and
- (b) the consignee pays that extra 10%,

the carrier shall unload the shipment in accordance with the agreement for the transportation of the goods notwithstanding that the total charges that are in excess of 110% of the total estimate charges remain owing.

(4) The 15-day extension provided in subsection (2) does not apply where the carrier notifies the consignor of the total actual charges immediately after loading, or receives a waiver of the extension provision signed by the consignor.

Dangerous goods

15 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 those goods may be warehoused at the consignor's risk and expense.

Undelivered goods

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

(2) Pending receipt of disposal instructions

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

Alterations

17 Subject to section 18 of these Conditions of Carriage,

- (a) any additional limitation on the carrier's liability on the bill of lading, and
- (b) any alteration, or addition or erasure on the bill of lading,

shall be signed or initialled by the consignor or his agent and the originating contracting carrier or his agent and unless so acknowledged shall be without effect.

Weights

18(1) It shall be the responsibility of the originating contracting carrier or his agent to

(a) show the correct tare, gross and net weights on the bill of lading by use of a certified public scale, and

(b) attach the weigh scale ticket to his copy of the bill of lading.

(2) 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.