



Motor Vehicle Act

MOTOR VEHICLE ACT REGULATIONS

B.C. Reg. 26/58

Deposited April 28, 1958 and effective July 1, 1958

Last amended June 30, 2017 by B.C. Reg. 105/2017

Consolidated Regulations of British Columbia

This is an unofficial consolidation.

(3) A carrier who contravenes subsection (2) commits an offence.

[en. B.C. Reg. 414/99, s. 9; am. B.C. Reg. 135/2003, s. 14.]

Part 7 – Required Documents

Bill of lading

37.39 (1) Subject to this Part, if freight is accepted for shipment by or on behalf of a carrier who operates a business vehicle within the meaning of section 237 (a) or (c) of the Act, the carrier must, at the time of that acceptance, issue or cause to be issued a bill of lading in accordance with the following requirements:

- (a) a bill of lading issued under this subsection must show the following:
 - (i) the name and address of the consignor (shipper);
 - (ii) the date of the shipment;
 - (iii) the originating point of the shipment;
 - (iv) the name of the originating carrier;
 - (v) the names of connecting carriers, if any;
 - (vi) the name and address of the consignee (receiver of goods);
 - (vii) the destination of the shipment (if different from the address of the consignee);
 - (viii) particulars of the goods in the shipment, including weight and description;
- (b) a bill of lading issued under this subsection must also contain the following:
 - (i) a provision stipulating whether the goods are received in apparent good order and condition, or otherwise;
 - (ii) a space to show the declared value of the shipment;
 - (iii) a space to indicate whether transportation charges are prepaid or collect;
 - (iv) a space in which to note any special agreement between the consignor and the carrier;
 - (v) a statement in conspicuous form to indicate (if such is the case) that the carrier's liability is limited by a term or condition of the carrier's applicable schedule of rates or by any other agreement with the consignor;
 - (vi) a statement of notice of claim as provided for by Article 12 of the Specified Conditions of Carriage set out in paragraph (c);

- (c) a bill of lading issued under this subsection must be signed by the consignor or the consignor's agent and the originating carrier or that carrier's agent and must contain or incorporate by reference all the following conditions of carriage:

Specified Conditions of Carriage

- Article 1: The carrier of the goods described in this bill of lading is liable for any loss or damage to the goods accepted by the carrier or the carrier's agent except as provided in these Articles.
- Article 2: In the case of a shipment handled by 2 or more carriers, the carrier issuing the bill of lading (the "originating carrier"), and the carrier who assumes responsibility for delivery to the consignee (the "delivering carrier"), in addition to any other liability under these Articles, are, if the goods being transported are lost or damaged while they are in the custody of any other carrier to whom these goods are or have been delivered, jointly and severally liable with that other carrier for that loss or damage.
- Article 3: 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 under these Articles resulting from loss or damage to the goods while they were in the custody of such other carrier.
- Article 4: Nothing in Article 2 or 3 deprives a consignor or a consignee of any remedy or right of action that the consignor or consignee may have against any carrier.
- Article 5: The carrier is not liable for
- (a) loss, damage or delay to any of the goods described in this bill of lading because of an Act of God, the Queen's or public enemies, riots, strikes or a defect or inherent vice in the goods being transported, or
 - (b) loss or damage resulting from the act or default of the consignor, the owner of the goods or the consignee, the authority of law, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage.
- Article 6: The carrier is not bound to transport the goods referred to in this bill of lading by any particular vehicle or in time for any particular market or otherwise than with due dispatch unless by agreement specifically endorsed on this bill of lading and signed by the parties to it.
- Article 7: In case of physical necessity, the carrier has the right to forward the said goods by any conveyance or route between the point of shipment and the point of destination, but the liability of the carrier remains the same as though the entire carriage were by highway.
- Article 8: If goods are stopped and held in transit at the request of a party entitled to make such request, the goods are held at the risk of that party.

- Article 9:** Subject to Article 10, the amount of any loss or damage for which the carrier is liable, whether or not such loss or damage results from negligence, is to be computed on the basis of the value of the goods at the place and time of shipment (including the freight and other charges if paid and the duty if paid or payable and not refundable) unless a lower value has been represented in writing by the consignor or has been agreed on between the parties to this bill of lading, or is determined by the classification or tariff on which the rate is based, in any of which events such lower value is the amount that governs the computation of the maximum liability of the carrier.
- Article 10:** The amount of any loss or damage computed under Article 9 must not exceed \$2 per pound (\$4.41 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.
- Article 11:** If it is agreed between the parties that goods are to be carried at the risk of the consignor, that agreement covers only those risks that are necessarily incidental to transportation and does not relieve the carrier from liability for any loss or damage or delay that may result from any negligent act or omission of the carrier or the carrier's agents or employees, and the burden of proving freedom from that negligence or omission is on the carrier.
- Article 12a:** The carrier is not liable for loss, damage or delay to any of the goods transported under this bill of lading unless notice of the loss, damage or delay, setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed 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 9 months after the date of shipment of the goods.
- Article 12b:** The final statement of the claim must be filed within 9 months after the date of shipment, together with a copy of the paid freight bill.
- Article 13:** A carrier is not bound to carry any documents, specie or any articles of extraordinary value unless by special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed in this bill of lading, the carrier is not liable for any loss or damage in excess of the maximum liability stipulated in Article 10 of these Conditions of Carriage.
- Article 14a:** If required by the carrier, the freight and all other lawful charges accruing on the goods must be paid before delivery, and if on inspection it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid on the goods actually shipped, with any additional charges lawfully payable on those goods.
- Article 14b:** Should the consignor fail to indicate on this bill of lading that a shipment is to be transported prepaid, or should the consignor fail to indicate the basis on which the shipment is to be transported, the carrier is entitled to transport the shipment on a freight collect basis.

- Article 15: Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier or its agent of the nature of such goods is liable for all loss or damage caused by those explosives or dangerous goods and such goods may be warehoused at the consignor's risk and expense.
- Article 16: If, through no fault of the carrier, goods cannot be delivered, the carrier after having given notice to the consignor and the consignee that delivery has not been made, and after requesting disposal instructions, may, pending receipt of such disposal instructions, store the goods in the warehouse of the carrier subject to a reasonable charge for storage, or, after notifying the consignor of the carrier's intention, may cause the goods to 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.
- Article 17: If notice has been given by the carrier under Article 16 and no disposal instructions have been received within 10 days after the date of that notice, the carrier may return to the consignor at the consignor's expense all undelivered shipments with respect to which the notice has been given.
- Article 18: Subject to Article 19, any alteration, addition or erasure in the bill of lading must be signed or initialed by the consignor or the consignor's agent and the originating carrier or that carrier's agent, and unless so acknowledged is without effect, and this bill of lading is enforceable according to its original tenor.
- Article 19: It is the responsibility of the consignor to show correct shipping weights of the shipment on the bill of lading if completed by the consignor. Despite Article 18, failure to do this makes the bill of lading subject to correction in this respect by the carrier.
- (2) Subject to this Part, if household goods are accepted for shipment by or on behalf of a carrier who operates a business vehicle within the meaning of section 237 (a) or (c) of the Act, the carrier must, at the time of that acceptance, issue or cause to be issued a bill of lading in accordance with the following requirements:
- (a) a bill of lading issued under this subsection must show the following:
 - (i) the name and address of the consignor (shipper);
 - (ii) the date of the shipment;
 - (iii) the originating point of the shipment;
 - (iv) in a conspicuous place, the name of the original contracting carrier and the carrier's telephone number;
 - (v) the name of connecting carriers, if any;
 - (vi) in a conspicuous place, the name of the destination agent, if different from the original contracting carrier, and that agent's telephone number;
 - (vii) the name, address and telephone number of the consignee (receiver of goods);

- (viii) the destination of the shipment;
- (ix) an inventory of the goods comprising the shipment, which inventory must be attached to, and become part of, the bill of lading;
- (b) a bill of lading issued under this subsection must also contain the following:
 - (i) a provision stipulating whether the goods are received in apparent good order and condition, except as noted on the inventory;
 - (ii) despite subparagraph (i), a statement in conspicuous form indicating that the signature of the consignee for receipt of goods does not preclude a future claim for loss or damage made within the time limit set out in the bill of lading;
 - (iii) a space to show the declared value of the shipment;
 - (iv) a space or spaces to show the actual amount of freight and all other charges to be collected by the carrier;
 - (v) a statement to indicate that the uniform conditions of carriage apply;
 - (vi) a space or spaces to note any special services or agreements between the contracting parties;
 - (vii) a space to indicate date or time period agreed on for delivery;
 - (viii) a statement in conspicuous form to indicate that the carrier's liability is limited by a term or condition of carriage;
 - (ix) a space for the signature of the consignor;
- (c) a bill of lading issued under this subsection must be signed in full by the consignor, or the consignor's agent, and the original contracting carrier, or the carrier's agent, and must contain or incorporate by reference all the following conditions of carriage:

Specified Conditions of Carriage – Household Goods

Liability of carrier

Article 1: The carrier of the goods that are described in this bill of lading is liable for any loss of or damage to goods accepted by the carrier or the carrier's agent, except as provided in this bill of lading.

Liability of originating and delivering carriers

Article 2: If 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 (the "delivering carrier"), in addition to any other liability under this bill of lading, are, if the goods are lost or damaged while they are in the custody of any other carrier to whom the goods are or have been delivered, jointly and severally liable with that other carrier for that loss or damage.

Recovery from connecting carrier

Article 3: 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 original contracting carrier or delivering carrier, as the case may be, may be required to pay under this bill of lading resulting from any loss of or damage to the goods while they were in the custody of such other carrier.

Remedy by consignor or consignee

Article 4: Nothing in Article 2 or 3 deprives a consignor or a consignee of any rights the consignor may have against any carrier.

Exception from liability

Article 5: The carrier is not liable for the following:

- (a) loss, damage or delay to any of the goods described in this 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) unless caused by the negligence of the carrier or the carrier's agent or employee:
 - (i) damage to fragile articles that are not packed and unpacked by the contracting carrier or by that carrier's agent or employee(s);
 - (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, unless servicing and preparation was performed by the contracting carrier or by that carrier's agent or employee(s);
 - (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 this bill of lading and accepted for by the carrier;
- (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 is only liable for repair or recovering of the lost or damaged piece or pieces;
- (d) damage to the goods at place or places of pick-up at which the consignor or the consignor's agent is not in attendance;
- (e) damage to the goods at place or places of delivery at which the consignee or the consignee's agent is not in attendance and cannot give receipt for goods delivered.

For the purpose of paragraph (b), the burden of proving absence of negligence is on the carrier.

Delay

- Article 6: (a) At the time of acceptance of the contract, the original contracting carrier must provide the consignor with a date or time period within which delivery is to be made. Failure by the carrier to effect delivery within the time specified on the face of the bill of lading renders the carrier liable for reasonable food and lodging expenses incurred by the consignee.
- (b) Failure by the consignee to accept delivery when tendered within the time specified on the bill of lading renders the consignee liable for reasonable storage in transit, handling and redelivery charges incurred by the carrier.

Routing by the carrier

- Article 7: If, because of physical necessity, 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.

Stoppage in transit

- Article 8: If 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.

Valuation

- Article 9: 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 of the carrier or the carrier's employees or agents, is to be computed on the basis of the value of the lost or damaged article(s) at the time and place of shipment.

Maximum liability

- Article 10: (a) The amount of any loss or damage computed under Article 9 must not exceed the greater of
- (i) the value declared by the shipper, or
 - (ii) \$4.41 per kilogram computed on the total weight of the shipment,
- provided that if the consignor, in writing, releases the shipment to a value of \$1.32 per kilogram per article or less the amount of any loss or damage computed under Article 9 must not exceed such lower amount.
- (b) If paragraph (a) (i) or (ii) applies, additional charges to cover the additional coverage over \$1.32 per kilogram per article must be paid by the consignor.

Consignor's risk

- Article 11: If it is agreed that the goods are carried at the risk of the consignor of the goods, that agreement covers only those risks that are necessarily incidental to transportation and the agreement does not relieve the carrier from liability for any loss or damage or delay that may result from any negligent act or omission of the carrier or the

carrier's agents or employees, and the burden of providing absence of negligence is on the carrier.

Notice of claim

- Article 12:
- (a) A carrier is not liable for loss, damage or delay to any goods carried under this bill of lading unless notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed 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 9 months after the date of shipment.
 - (b) The final statement of the claim must be filed within 9 months after the date of shipment.
 - (c) Either the original contracting carrier or the delivering carrier, as the case may be, must acknowledge receipt of claim within 30 days after receipt of the claim.

Articles of extraordinary value

Article 13: A carrier is not 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 on the face of this bill of lading, the carrier is not liable for any loss or damage.

Freight charges

- Article 14:
- (a) If required by the carrier, the freight and all other lawful charges accruing on the goods must be paid before delivery, provided that, if the total actual charges exceed by more than 10% the total estimated charges, the consignee must 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.
 - (b) The 15 days extension provided in paragraph (a) does not apply if the carrier notified the consignor of the total actual charges immediately after the goods are loaded, or if the carrier receives a waiver of the extension provision signed by the consignor.

Dangerous goods

Article 15: Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law, must indemnify the carrier against all loss, damage or delay caused by those explosives or dangerous goods, and such goods may be warehoused at the consignor's risk and expense.

Undelivered goods

- Article 16: (a) If, through no fault of the carrier, the goods cannot be delivered, the carrier must immediately give notice to the consignor and consignee that delivery has not been made, and must 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 the carrier's intention, the goods may be removed to, and stored in, a public or licensed warehouse, at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Alterations

- Article 17: Subject to Article 18, any additional limitation on the carrier's liability on the bill of lading, and any alteration or addition or erasure on the bill of lading, must be signed or initialed by the consignor or the consignor's agent and the original contracting carrier or that carrier's agent and unless so acknowledged is without effect.

Weights

- Article 18: It is the responsibility of the original contracting carrier or that carrier's agent to show the correct tare, gross and net weights on this bill of lading by use of a certified public scale, and attach the weigh scale ticket to his copy of this bill of lading. If certified public scales are not available at origin or at any point within a radius of 16 kilometres of that point, a constructive weight based on 112 kilograms per cubic metre of properly loaded van space must be used.

[en. B.C. Reg. 414/99, s. 10.]

Bills of lading – retention and filing

- 37.40 (1) Each bill of lading must be issued in triplicate or more.
- (2) The copies of a bill of lading issued in accordance with subsection (1) must be distributed as follows:
- (a) one copy must be delivered to the shipper;
 - (b) one copy must be retained by the carrier for the purposes of section 37.42 (1) and after that must be retained at the carrier's principal place of business in British Columbia or at another place approved by the director for a period of at least 3 years during which time the carrier must make it available for inspection by the director or by a peace officer;
 - (c) one copy must be delivered to the shipper on demand.

[en. B.C. Reg. 414/99, s. 10; am. B.C. Reg. 135/2003, ss. 1 and 15.]