

The Motor Carrier Conditions of Carriage Regulations

being

Chapter M-21.2 Reg 5 (effective July 9, 1991) as amended by Saskatchewan Regulations 51/95, 6/98, 60/1999, 69/2000 and 123/2004.

NOTE:

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

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CHAPTER M-21.2 REG 5

The Motor Carrier Act

Title

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

Interpretation

2 In these regulations:

(a) **“administrator”** means the administrator within the meaning of *The Vehicle Administration Act*;

(a.1) **“CAVR”** means the Canadian Agreement on Vehicle Registration between Canadian provincial governments respecting commercial motor vehicle registration;

(a.2) **“class”** means, with respect to a vehicle, the class as determined in accordance with *The Vehicle Classification and Registration Regulations*;

(b) **“C.O.D.”** means cash on delivery;

(b.1) **“commercial vehicle”** means any of the following vehicles:

(i) a vehicle registered in Class A, C, D or LV having a gross vehicle weight exceeding 5 000 kilograms;

(ii) a vehicle registered in Class PB or PS with a seating capacity, according to the manufacturer of that vehicle, of more than 10 persons including the driver;

(c) **“express”** means wares, merchandise and other commodities transported by a vehicle registered as a class PB vehicle;

(d) **“express transporter”** means the holder of an operating authority certificate whose vehicle is registered with the administrator as a class PB vehicle and who transports express in the vehicle;

(e) **“freight transporter”** means a vehicle registered with the administrator in Class A;

(f) **“general merchandise”** means goods, wares, merchandise or other commodities and includes Group I and Group II Exempt Commodities;

(g) **“gross vehicle weight”** means the combined weight of the vehicle and the load carried on the vehicle;

(h) **“Group I Exempt Commodities”** means chemicals used for pest and weed control, coal, earth, fodder, garbage, grain, gravel, livestock, machinery and equipment permanently mounted on a vehicle, manufactured livestock food when transported to a farm, manure, materials used in the construction and maintenance of a road or bridge, sand, septic tank sewage, wood, clay, sod and water;

(i) **“Group II Exempt Commodities”** means:

(i) ashes, brick, briquettes, cement, cinder blocks, coke, concrete blocks, rags, rigid composition sheeting for buildings, scrap metal, slabs, stone and wooden fence posts;

(ii) blankets, chairs, clothing, drapes, rugs or furs when being transported for the purposes of dry cleaning;

(iii) buildings in transit;

(iv) christmas trees;

(v) currency, liability items or related banking items;

(vi) egg crates or eggs;

(vii) fox or mink feed;

(viii) fresh or frozen fish;

(ix) Her Majesty’s mail;

(x) ice;

(xi) lime, lumber, ore concentrate or peat moss;

(xii) machinery and equipment required to be repaired when transported by a garage owner, machine shop owner or implement dealer to and from the customer’s residence or place of business;

(xiii) milk being transported to a cheese factory for the purpose of manufacturing it into cheese;

(xiv) newspapers;

(xv) power line poles, telephone poles or railway ties;

(xvi) pregnant mare’s urine;

(xvii) primary products of the farm, forest, sea or lake in the initial movement from the farm, forest, sea or lake, excluding milk or cream;

(xviii) raw honey;

(i.1) **“IRP”** means the International Registration Plan, being an agreement between jurisdictions in North America respecting commercial motor vehicle registration;

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- (j) **Repealed.** 13 Feb 98 SR 6/98 s3.
- (k) **Repealed.** 13 Feb 98 SR 6/98 s3.
- (l) **Repealed.** 13 Feb 98 SR 6/98 s3.
- (m) **“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;
- (n) **“transporter”** means a vehicle that is registered as a public service vehicle.

19 Jly 91 cM-21.2 Reg 5 s2; 13 Feb 98 SR 6/98
s3; 24 Dec 2004 SR 123/2004 s3.

Exemption

2.1 A person is exempt from the requirement of obtaining a safety certificate if the vehicle:

- (a) is an emergency vehicle as defined in *The Vehicle Equipment Regulations, 1987*;
- (b) is not a commercial vehicle;
- (c) is registered in Class A, C, D or LV and:
 - (i) is operating intra-provincially; and
 - (ii) has a registered gross vehicle weight of 11 000 kilograms or less; or
- (d) is registered in Class LV and is not used for a commercial or business purpose.

24 Dec 2004 SR 123/2004 s4.

GENERAL

Breakdowns

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

19 Jly 91 cM-21.2 Reg 5 s3; 13 Feb 98 SR 6/98
s4.

Packaging

4(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.

(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 to damage or the 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".

19 Jly 91 cM-21.2 Reg 5 s4.

Contamination

5 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 will not occur; and
- (c) those commodities are protected by a container or covering to prevent contamination which could occur during transit.

19 Jly 91 cM-21.2 Reg 5 s5.

INSURANCE

Cargo insurance

6(1) Subject to subsections (3) and (4), a person who operates a Class A vehicle with a registered gross vehicle weight in excess of 5 000 kilograms to transport general merchandise for hire shall file with the board an inland transportation insurance policy mentioned in subsection (2).

(1.1) **Repealed.** 24 Dec 2004 SR 123/2004 s5.

(2) An inland transportation insurance policy filed with the board shall:

- (a) consist of a cargo liability insurance policy that insures against at least the perils and is subject to no further or greater exceptions or conditions than those contained in Form A in Part I of the Appendix;
- (b) **Repealed.** 22 Sep 2000 SR 69/2000 s4.
- (c) provide the insurance mentioned in the endorsement mentioned in clause (a), with respect to each vehicle covered by the insurance, for loss or damage occurring at any one time and place to the limit, having regard to the authorized gross weight of the vehicle and the nature of the freight transported, of at least the following amount:

(i) where the gross weight does not exceed:

- (A) 12 700 kg, \$15,000;
- (B) 20 000 kg, \$20,000; and
- (C) 37 000 kg, \$27,000; and

(ii) where the gross weight exceeds 37 000 kg, \$32,000.

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(3) Subsection (1) does not apply where the person operating the vehicle is transporting merchandise owned by that person if that person has filed a declaration with the board in a form satisfactory to the board that the person transports only merchandise owned by that person.

(4) Subsection (1) does not apply where the type of merchandise transported has been exempted by the board through a board order, or where the value of the merchandise transported is below any specified cargo value established by the board through a board order.

(5) A board order made pursuant to subsection (4) must be published in three consecutive issues of the Saskatchewan Gazette.

19 Jly 91 cM-21.2 Reg 5 s6; 13 Feb 98 SR 6/98
s5; 23 Jly 99 SR 60/1999 s2; 22 Sep 2000 SR 69/
2000 s4; 24 Dec 2004 SR 123/2004 s5.

Property damage insurance

7(1) In this section, “**motor vehicle liability policy**” means a policy of insurance that insures the operator of the vehicle, and every other person who with his or her consent operates the vehicle, against liability imposed by law arising out of the ownership, use or operation of a vehicle resulting from loss of or damage to any property, whether real or personal, of any person whether that person is a passenger in the vehicle or not.

(1.1) Subject to the amounts mentioned in subsection (2), the following persons shall file with the board a motor vehicle liability policy:

- (a) any person who operates a commercial vehicle and is not exempt from the requirement of obtaining a safety certificate;
 - (b) any person who operates a Class PB vehicle.
- (2) Every policy required pursuant to subsection (1.1) to transport:
- (a) general merchandise except the commodities set out in Schedule XII of the *Transportation of Dangerous Goods Regulations* (Canada), being SOR 85-77 of January 18, 1985, as amended from time to time, made pursuant to the *Transportation of Dangerous Goods Act* (Canada), as amended from time to time, shall insure to the limit of at least \$1,000,000;
 - (b) the commodities mentioned in clause (a) shall insure to the limit of at least \$2,000,000;
 - (c) passengers, and the passenger seating capacity of the vehicle used for transporting passengers is 15 or less, shall insure to the limit of at least \$1,000,000; or
 - (d) passengers, and the passenger seating capacity of the vehicle used for transporting passengers is 16 or more, shall insure to the limit of at least \$3,000,000;

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.

19 Jly 91 cM-21.2 Reg 5 s7; 13 Feb 98 SR 6/98
s6; 24 Dec 2004 SR 123/2004 s6.

Bodily injury insurance

8(1) In this section, “**motor vehicle liability policy**” means a policy of insurance that insures the operator of the vehicle, and every other person who with his or her consent operates the vehicle, against liability imposed by law arising out of the ownership, use or operation of a vehicle resulting from bodily injury to or the death of any person, whether that person is a passenger in the vehicle or not.

(1.1) Subject to the amounts mentioned in subsection (2), the following persons shall file with the board a motor vehicle liability policy:

- (a) any person who operates a commercial vehicle and is not exempt from the requirement of obtaining a safety certificate;
- (b) any person who operates a Class PB vehicle.

(2) Every policy required pursuant to subsection (1.1) from a person who is authorized by an operating authority certificate to transport:

- (a) general merchandise except the commodities set out in Schedule XII of the *Transportation of Dangerous Goods Regulations* (Canada), being SOR 85-77 of January 18, 1985, as amended from time to time, made pursuant to the *Transportation of Dangerous Goods Act* (Canada), as amended from time to time, shall insure to the limit of at least \$1,000,000;
- (b) the commodities mentioned in clause (a) shall insure to the limit of at least \$2,000,000;
- (c) passengers, and the passenger seating capacity of the vehicle used for transporting passengers is 15 or less, shall insure to the limit of at least \$1,000,000; or
- (d) passengers and the passenger seating capacity of the vehicle used for transporting passengers is 16 or more shall insure to the limit of at least \$3,000,000;

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.

19 Jly 91 cM-21.2 Reg 5 s8; 13 Feb 98 SR 6/98 s7;
24 Dec 2004 SR 123/2004 s7.

Fidelity

9 Repealed. 22 Sep 2000 SR 69/2000 s5.

GENERAL MERCHANDISE TRANSPORT

Uniform conditions of carriage

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

19 Jly 91 cM-21.2 Reg 5 s10.

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Time schedule

25 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.

19 Jly 91 cM-21.2 Reg 5 s25.

Tickets

26(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;

(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.

19 Jly 91 cM-21.2 Reg 5 s26.

Rest stops

27(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.

19 Jly 91 cM-21.2 Reg 5 s27.

HOUSEHOLD GOODS TRANSPORT

Uniform conditions of carriage

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

19 Jly 91 cM-21.2 Reg 5 s28.

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- (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;
- (i) duty and custom house expenses shall be guaranteed by the shipper;
- (j) 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;
- (k) 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;
 - (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.

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(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;

(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/kg computed on the total weight of the shipment, provided that, where the consignor releases the shipment to a value of \$1.32/kg per article or less in writing, the amount of any loss or damage computed under subsection (14) shall not exceed such lower amount.
- (16) Where the value declared by the shipper or \$4.41/kg computed on the total weight of the shipment applies, additional charges to cover the additional coverage over \$1.32/kg per article 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.

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(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.

(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.