

(Consolidated up to 101/2008)

ALBERTA REGULATION 313/2002

Traffic Safety Act

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

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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 general hauling

3(1) Except as provided in sections 7 and 9, when goods are shipped a bill of lading for those goods shall be prepared by

- (a) the consignor of the goods,
- (b) the carrier transporting the goods, or
- (c) the operator of the depot, if the goods are being shipped through the facilities of a depot.

(2) A bill of lading shall be identified by a numerical code or other means of identification and shall set out at least the following:

- (a) the name and mailing address of the consignor;
- (b) the date of the consignment;
- (c) the point of origin of the shipment;
- (d) the name of the originating carrier;
- (e) the names of connecting carriers, if any;
- (f) the name and mailing address of the consignee;
- (g) the destination of the shipment;
- (h) the particulars of the goods comprising the shipment, including weight and description;
- (i) a space for the signature of the consignor or his agent;
- (j) a provision stipulating whether the goods are received in apparent good order and condition;
- (k) a space in which to show the declared value of the shipment;
- (l) where charges are to be prepaid or collected,
 - (i) a space in which to indicate whether the charges are prepaid or collect,
 - (ii) a space in which to show whether the C.O.D. fee is prepaid or collect, and
 - (iii) a space in which to show the amount to be collected by the carrier on a C.O.D. shipment;
- (m) a space in which to note any special agreement between the consignor and the carrier;

- (n) a statement in conspicuous form indicating that the carrier's liability is limited by a term or condition of the applicable schedule of rates or by other agreement, if such a limitation exists.
- (3) A bill of lading may
- (a) be in the form shown in Schedule 1, or
 - (b) in the case of goods moved by special equipment, be in the form shown in Schedule 2.
- (4) A bill of lading does not meet the requirements of this Regulation unless it
- (a) is fully completed, and
 - (b) is signed by the consignor and the carrier.
- (5) The person who is the originating carrier of goods being shipped shall on the bill of lading issued for those goods
- (a) acknowledge receipt of the goods by signing the bill of lading, and
 - (b) in the space provided indicate whether the goods when taken into his custody were in apparent good order and condition, or if not, give the details of any defect.
- (6) A copy of the bill of lading issued for goods being shipped shall
- (a) be kept by
 - (i) the consignor,
 - (ii) the carrier, and
 - (iii) the operator of a depot, where the goods are shipped through a depot,
- and
- (b) accompany the goods in accordance with section 12.
- (7) The carrier of goods for which a bill of lading is issued shall keep that bill of lading for 12 months from the date that the bill of lading was issued.

Waybill

4(1) Notwithstanding section 3(6)(b), instead of carrying in the commercial vehicle that is transporting goods the bill of lading that is issued for those goods, the carrier may, while those goods are being transported on the commercial vehicle, carry in the commercial vehicle a waybill issued for the goods by the consignor or carrier.

(2) A waybill shall be identified by the numerical code or other means of identification set out on the bill of lading and set forth at least the following:

- (a) particulars of the goods carried on the vehicle;
- (b) the name and mailing address of the consignor;
- (c) the point of origin of the shipment;
- (d) the name and mailing address of the consignee;
- (e) the destination of the shipment;
- (f) the names of connecting carriers, if any;
- (g) whether the charges are prepaid or collect;
- (h) the date of the consignment.

Conditions of carriage re general hauling

5(1) Every agreement for the transportation of goods to which section 3 applies is deemed to include those terms and conditions contained in the conditions of carriage set out in Schedule 3.

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

(3) Notwithstanding subsection (2), instead of setting out the conditions of carriage on the bill of lading the following statement may be set out on the bill of lading:

“The contract of carriage of the goods listed on this bill of lading is deemed to contain and be subject to the Conditions of Carriage set out in the Bill of Lading and Conditions of Carriage Regulation.”

(4) Section 12 of Schedule 3 does not apply to goods moved by special equipment and for which a bill of lading shown in Schedule 2 is prepared.

Conditions of carriage re express shipments on buses

6(1) Express shipments carried on public buses that are operated pursuant to an operating authority certificate are subject to the terms and conditions contained in the conditions of carriage set out in Schedule 4.

(2) The holder of an operating authority certificate referred to in subsection (1) shall ensure that a statement is prepared that contains the following information in relation to each express shipment carried on a bus covered by the certificate:

- (a) particulars of the nature of the shipment;
- (b) the name and mailing address of the consignor;
- (c) the point of origin of the shipment;
- (d) the name and mailing address of the consignee;
- (e) the destination of the shipment;
- (f) the names of connecting carriers, if any;
- (g) whether the charges are prepaid or collect;
- (h) the date of the consignment.

(3) The operator of a bus referred to in subsection (2) shall keep the statement referred to in subsection (2) in the operator's possession while the operator is operating the bus.

Livestock manifest, etc.

7(1) When horses or cattle are shipped a livestock manifest or permit shall be prepared in accordance with the *Livestock Identification and Brand Inspection Act*.

(2) When livestock, other than horses or cattle, are shipped a manifest for livestock shall be prepared by

- (a) the consignor of the livestock,
- (b) the carrier transporting the livestock, or
- (c) the operator of the market through which the livestock is shipped.

(3) Notwithstanding subsection (2), when hogs are shipped a hog manifest or producer's receipt for those hogs may, where applicable, be used instead of a livestock manifest.

(4) A producer's receipt may be prepared by

- (a) the consignor of the hogs, or
 - (b) the assembler of the hogs.
- (5) A hog manifest may be prepared by
- (a) the consignor of the hogs,
 - (b) the assembler of the hogs, or
 - (c) the carrier transporting the hogs.
- (6) A manifest referred to in subsection (2) shall be identified by a numerical code and shall set out at least the following:
- (a) the name, address and telephone number of the owner of the livestock;
 - (b) the name and address of the consignee of the livestock;
 - (c) the total number of livestock shipped;
 - (d) the amount of the shipping charges;
 - (e) the licence number of the vehicle in which the livestock is shipped;
 - (f) the consignor's signature;
 - (g) the vehicle operator's signature and address;
 - (h) on delivery of the livestock, the consignee's signature.
- (7) A livestock manifest or permit referred to in subsection (1) shall be in the form prescribed in the *Livestock Identification and Brand Inspection Regulation (AR 195/98)* under the *Livestock Identification and Brand Inspection Act*.
- (8) A manifest for livestock referred to in subsection (2) may be in the form shown on Schedule 5.
- (9) A hog manifest shall be in the form shown in Schedule 6 or as otherwise approved by the Alberta Pork Producers Development Corporation.
- (10) A producer's receipt shall be in the form shown in Schedule 7 or as otherwise approved by the Alberta Pork Producers Development Corporation.
- (11) A manifest or receipt referred to in this section does not meet the requirements of this Regulation unless it is fully completed.

Conditions of carriage re livestock

8 Every agreement for the transportation of livestock to which section 7 applies is deemed to include those terms and conditions contained in the conditions of carriage set out in Schedule 8.

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, 2013.

AR 313/2002 s19;11/2004;117/2006;101/2008

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 1

Bill of Lading

CARRIER

No. (For carrier use)	BILL OF LADING NOT NEGOTIABLE			No. (For consignor use)	
At _____	(point of origin) _____	Date _____			
Consignor _____	(or agent) _____	Consignor's No. _____			
Address _____		Consignor's No. _____			
<p>Received at the point of origin on the date specified, from the consignor mentioned herein, the property herein described, in apparent good order, except as noted (contents and conditions of contents of package unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and to deliver to the consignee at the said destination, if on its own authorized route or otherwise to cause to be carried by another carrier on the route to said destination, subject to the rates and classification in effect on the date of shipment.</p> <p>It is mutually agreed, as to each carrier of all or any of the goods over all or any portion of the route to destination, and as to each party of any time interested in all or any of the goods, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including conditions on the back hereof, which are hereby agreed by the consignor and accepted for the consignor and the consignor's assigns.</p>					
Consignee _____ (Name and Address)					
Destination _____		Route _____			
Number and Type of Packages	Particulars of the Goods, Marks and Exceptions	Weight	Rate	Amount	FREIGHT CHARGES <input type="checkbox"/> Collect <input type="checkbox"/> Prepaid Freight will be Collect unless charges marked Prepaid
					C.O.D. SHIPMENTS
				Amount ____	\$
				Collection charge	\$
				<input type="checkbox"/> Collect <input type="checkbox"/> Prepaid	
				TOTAL	\$
					If at consignor's risk, write or stamp here
Special agreement between consignor and carrier, advise here					

DECLARED VALUATION \$ _____ Maximum liability of \$2 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless declared valuation states otherwise.		
NOTICE OF CLAIM		
a) No carrier is liable for loss, damage or delay to any goods 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.		
The contract for the carriage of the goods listed in this bill of lading is, by regulation passed under the Traffic Safety Act, deemed to contain and be subject to conditions set out in the regulation.		
NO CLAIMS RECOGNIZED UNLESS REPORTED TO THE CARRIER WITHIN 7 DAYS		
Consignor _____ Per _____	Carrier _____ Per _____	Consignee _____ Per _____

Schedule 2**Oilfield and Heavy Haul**

OILFIELD HEAVY HAUL BILL OF LADING Not Negotiable		
RECEIVED Subject to the classification and tariffs in effect on the receipt by the carrier of the property described in this original Bill of Lading		
FROM _____ (Shipper)	Date _____	
Address _____ (Street and Number)	(P.O. Box) _____	
Origin _____ (City)	(Province) _____	
Received at the point shown on the date specified and from the shipper mentioned herein, the property herein described in apparent good order, except as noted (contents and conditions of packages unknown) marked, consigned and destined as indicated below, which said carrier agrees to carry and deliver to the said consignee at the said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination.		
It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including conditions on back hereof, which are hereby agreed to by the shipper and accepted for the shipper and the shipper's assigns.		

CONSIGNED TO						
Address _____ (Street and Number) _____		_____ (P.O. Box) _____				
Destination _____ (City) _____		_____ (Province) _____				
Routing						
Any Noticeable Damage on Unit at Time of Pick-up to be listed on Reverse Side of this Form					Charges	
No. of pieces	Description of Articles or Work Serial No. or Reg. No.	Weight	Hours	Rate	Freight Charges	
					Other Charges	
	Unit. No.					
	Serial No.				Permit Charges	
					Total Charges	
DECLARED VALUATION \$ _____						
Maximum liability of carrier is \$2 per pound (\$4.41 per kilogram) computed on the total weight of the shipment unless declared valuation states otherwise						
Shipper: _____ Carrier _____						
Per: _____ Per: _____ Date: _____						
Overweight and Dimensional Permit Information						
Permit No.	Weight	Height	Length	Width	Mileage	Amount
Requested by - Telephone:		Telegram:		Time:		
Person Requesting Permit						
The contract for the carriage of the goods listed in this bill of lading is, by regulation passed under the Traffic Safety Act, deemed to contain and be subject to conditions set out in the regulation.						
NO CLAIMS RECOGNIZED UNLESS REPORTED TO THE CARRIER WITHIN 7 DAYS						

Schedule 3**Conditions Of Carriage
(GENERAL HAULING)****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 delivering carriers

2 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 provided for under these Conditions of Carriage, 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.

Recovery from connecting carrier

3(1) 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 Conditions of Carriage resulting from loss of or damage to the goods while they were in the custody of that other carrier.

(2) When shipments are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenue received.

Remedy by Consignor or Consignee

4 Nothing in sections 2 and 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 loss, damage or delay to any of the goods described in the bill of lading caused by

- (a) an act of God,
- (b) the Queen's or public enemies,

- (c) riots,
- (d) strikes,
- (e) a defect or inherent vice in the goods,
- (f) an act or default of the consignor, owner or consignee,
- (g) authority of law,
- (h) quarantine, or
- (i) differences in weights of grain, seed or other commodities caused by natural shrinkage.

Delay

6 No carrier is bound to transport goods

- (a) by any particular vehicle, or
- (b) in time for any particular market or otherwise,

other than with due dispatch, unless specifically agreed to and endorsed on the bill of lading and signed by the parties to the bill of lading.

Routing by 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 and held in transit at the request of the 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 is liable, whether or not the loss or damage results from negligence,

- (a) shall 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, or

- (b) where a value lower than that referred to in clause (a) has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability.

Maximum liability

10 The amount of any loss or damage computed under section 9 of these Conditions of Carriage shall not exceed \$4.41 per kilogram (\$2 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.

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 that 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 from 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 originating carrier or the delivering carrier

- (c) within 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 together with a copy of the paid freight bill.

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 bill of lading,

the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in section 10 of these Conditions of Carriage.

Freight charges

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

(2) Notwithstanding subsection (1), if on 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.

(3) 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.

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 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.

Return of goods**17** Where

- (a) a notice has been given by the carrier pursuant to section 16(1) of these Conditions of Carriage, and
- (b) no disposal instructions have been received within 10 days from the date of the notice,

the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which such notice has been given.

Alterations**18** Subject to section 19 of these Conditions of Carriage,

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

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

Weights

19(1) It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the bill of lading.

(2) Where the actual weight of the shipment does not agree with the weight shown on the bill of lading, the weight shown on the bill of lading is subject to correction by the carrier.

C.O.D. shipments

20(1) A carrier shall not deliver a C.O.D. shipment unless payment is received in full.

- (2) 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.
- (3) A carrier shall remit all C.O.D. money to the consignor or person designated by him within 15 days after collection.
- (4) A carrier shall keep all C.O.D. money in a separate trust fund or account apart from the other revenues and funds of his business.
- (5) A carrier shall include as a separate item in his schedule of rates the charges for collecting the remitting money paid by consignees.

Schedule 4

Conditions of Carriage (Express Shipments on Public Buses)

- 1 Every agreement entered into between the shipper and the carrier
 - (a) shall extend to and be binding on the shipper and all persons in privity with him who claim or assert any right to the ownership or possession of the shipment, and the benefit of every such agreement shall enure to every person or carrier
 - (i) to whom the shipment is delivered for the performance of any act or duty in respect of it,
 - (ii) in whose custody or charge the shipment lawfully is, or
 - (iii) on whose vehicles the shipment is being carried under the agreement,
 - and
 - (b) shall apply to any re-consignment or return of the shipment.
- 2 Subject to sections 3 and 4, the liability of the carrier for a shipment is limited to the value declared by the shipper and embodied in the agreement, but in no case shall the liability exceed the actual value of the shipment at the time of the receipt of the

shipment by the carrier, including express and other charges if paid, and duty if payable or paid and not refunded.

3 If the shipper does not declare the value of the shipment, liability is limited to \$50.

4 If the shipper desires the carrier to assume liability in excess of \$50, the carrier may impose an additional charge in respect of the extra coverage.

5 The carrier is not liable for the following:

- (a) loss or damage resulting from differences in weight or quantity due to shrinkage, leakage or evaporation, except where the loss or damage is caused by the negligence of the carrier or the carrier's agents;
- (b) loss or damage occurring more than 48 hours after notice of the arrival of the shipment at destination or at point of delivery has been mailed to the address of the consignee, except where the loss or damage is caused by the negligence of the carrier or the carrier's agents;
- (c) loss, damage or delay caused by
 - (i) an act of God,
 - (ii) the Queen's enemies,
 - (iii) the authority of the law,
 - (iv) quarantine,
 - (v) riots,
 - (vi) strikes,
 - (vii) a defect or inherent vice in the goods, or
 - (viii) the act or default of the shipper or owner;
- (d) loss or damage caused by delay of or injury to, or loss or destruction of, the shipment or any part of it due to conditions beyond the control of the carrier, except loss or damage caused by the negligence of the carrier on whose motor vehicle or property the shipment was at the time the loss or damage occurred;