

Terms and Conditions

1. Subsection 19 (1) of the act does not apply to holders of authorities which permit the transportation of road construction materials, 40-garbage, waste or scrap, 01 919 60-sod, 11-coal or 24 211-lumber, rough or dressed. R.R.O 1990, Reg. 1087, s.1.
2. A bill of lading issued by a holder of an operating license, except when issued in respect of a shipment of 01 41-livestock or 01 92-animal specialties or when issued by the holder of a Household Goods operating authority, shall be identified by a numerical or alpha-numerical code and shall contain, (a) the name of the consignor; (b) then name and address of the consignee; (c) the originating point of shipment; (d) the destination of the shipment; (e) the date of the shipment; (f) the name of the originating carrier issuing the bill of lading ; (g) the names of connecting carriers, if any; (h) the particulars of the goods comprising the shipment; (i) a space to show the declared valuation of the shipment, if any; (j) information to whether the charges are prepaid or collect; (k) a space to show whether the C.O.D fee is prepaid or collect; (l) a space to show the amount to be collected by the carrier on a C.O.D shipment; (m) a space to note any special agreement between consignor and carrier; (n) a statement to indicate that the uniform conditions of carriage apply; (o) an acknowledgment of receipt by the carrier or the intermediary of the goods therein described indicating whether the goods were received in apparent good order and condition; (p) an undertaking by the carrier or the intermediary to carry the goods for delivery to the consignee or the person entitled to receive the goods; (q) the signed acceptance by or on behalf of the issuing carrier or issuing intermediary and the consignor of the conditions contained, or deemed to be contained, therein; (r) a statement of the notice of claim requirement in the uniform conditions of carriage; and (s) if applicable, a statement , in conspicuous form, that the carrier's liability is limited by a term or conditions of the schedule of rates or by other agreement. R.R.O. 1990 Reg. 1087, s.2.
 - (1) The consignor shall plainly mark each article covered by a bill of lading referred to in section 2 with the name of the consignee and the destination of such article. (2) Subsection (1) does not apply if the article is part of a truckload shipment from one consignor to one consignee. R.R.O. 1990, Reg. 1087, s.3
3. A waybill shall bear the same numerical or alpha-numerical identification code as the original bill of lading and shall show the name of the consignor, the name of the consignee, the originating point of the shipment, the destination of the shipment, the date of the shipment, connecting carriers, if any, particulars of the goods and information as to whether the charges are prepaid or collect. R.R.O. 1990, Reg. 1087, s.4.
4. The conditions set out in the Schedule shall be deemed part of every contract for the carriage of goods for compensation. (2) Subsection (1) does not apply to contracts for the carriage of 01 41-livestock, 01 92-animal specialties, goods listed under the Household Goods classification of operating licenses or to contracts between an intermediary and a consignor for the carriage of goods R.R.O Reg. 1087, s.5.
5. **Schedule**
 1. **Liability of Carrier**-The carrier of the goods herein described is liable for any loss of or damage to goods accepted by the carrier or the carrier's agent except as hereinafter provided
 2. **Liability of Originating and Delivering Carriers**- Where a shipment is accepted for carriage by more than one carrier, the carrier who issues the bill of lading (hereinafter called the originating carrier) and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to any other liability hereunder, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are delivered and from which liability the other carrier is not relieved.
 3. **Recovery from Connecting Carriers**- i The originating carrier or the delivering carrier, as the case may be, is entitled a recover from any other carrier to whom the goods are delivered the amount that the originating carrier or delivering carrier, as the case may be, is required to pay for the loss of or damage to the goods while they were in the custody of such other carrier. ii if there is a concealed damage settlement and the goods were interlined between carriers so that it is not clear as to who had custody of the goods when they were damaged, the originating carrier or delivering Carrier, as the case may be, is entitled to recover from each of the interlined carriers an amount prorated on the basis of each carrier's revenue for carriage of the damage goods.
 4. **Remedy by Consignor or Consignee**- Nothing in Article 2 or 3 deprives a consignor or consignee of any rights the consignor or consignee may have against any carrier.
 5. **Exceptions from Liability**- The carrier shall not be liable for 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, an act or default of the consignor, owner or consignee, authority of law, quarantine or difference in weights of grain, seed or other commodities caused by natural shrinkage.
 6. **Delay**- No carrier is bound to carry goods by any particular public truck or in time for any particular market or otherwise than with due dispatch, unless by agreement that is specifically endorsed on the bill of lading and signed by the parties.
 7. **Routing by Carrier**- If the carrier forwards the goods by a conveyance that is not a public truck, the liability of the carrier is the same as though the entire carriage were by public truck.
 8. **Stoppage in Transit**- If goods are stopped and held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.
 9. **Valuation**- Subject to Article 10, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be the lesser of, i. the value of the goods at the place and time of shipment, including the freight and other charges paid, and ii. \$4.41 per kilogram (\$2.00 per pound) computed on the total weight of the shipment.
 10. **Declared Value**-If the consignor has declared a value of the goods on the face of the bill of lading, the amount of any loss or damage for which the carrier is liable shall be or shall not exceed the declared value. In order for the Declared Value to be enforceable upon the carrier, the consignor must obtain a confirmation number from the carrier prior to shipping in order to validate that the declared value and subsequent increase in the carrier's liability has been communicated to the carrier prior to shipping and that the carrier has accepted the additional risk brought on by way of the declared value. In the case where a confirmation number is absent from the face of this bill of lading, the carrier's maximum liability will be established as described in Section 9 above.
 11. **Consignor's Risk**- i. If it is agreed that the goods are carried at the risk of the consignor, such agreement covers only such risks as are necessarily incidental to the carriage and the agreement does not relieve the carrier from liability for any loss or damage or delay that results from negligence of the carrier or the carrier's agents or employees. ii. The burden of proving absence of negligence shall be on the carrier.
 12. **Notice of Claim**- i. No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty days after delivery of the goods or, in the case of failure to make delivery within nine months from the date of shipment. ii. The final statement of the claim must be filed within nine months from the date of shipment, together with a copy of the paid freight bill.
 13. **Articles of Extraordinary Value**- i. No carrier is bound to carry any documents, specie or articles of extraordinary value unless by a special agreement to do so. ii if such goods are carried without a special agreement and 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 Article 9.
 14. **Freight Charges**- i. If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery. ii. If upon 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. iii. If a consignor does not indicate that a shipment is to move prepaid, or does not indicate how the shipment is to move, it will automatically move on a collect basis.
 15. **Dangerous Goods**- Every person, whether as principal or agent, shipping dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage or delay caused by the failure to disclose and such goods may be warehoused at the consignor's risk and expense.

16. Undelivered Goods- i. if, through no fault of the carrier, the good cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery cannot be made and shall request disposal instructions. ii. 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. if the carrier has notified the consignor of this 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. Return of Goods- If a notice has been given by the carrier pursuant to paragraph i of Article 16, and no disposal instructions have been received within ten days from the date of such notice, the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which such notice has been given. Alterations- Subject to Article 19, any limitation on the carrier's liability on the bill of lading and any alteration to the bill of lading shall be signed or initialed by the consignor and the originated carrier or their agents and unless signed and initialed shall be without effect. Weights- i. it shall be the responsibility of the consignor to show correct shipping weights of the shipment on the bill of lading. ii. If 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 may be corrected by the carrier. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property according to tariffs of the carrier; but except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all charges thereon have been paid. The consignor shall be liable for the freight and all other charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges, PROVIDED, That, a consignee shall not be liable for transportation charges (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him subject to all of the following conditions:

- (a) The shipper or consignor has instructed the carrier to deliver the property to a consignee other than the shipper or consignor.
- (b) The consignee is an agent only and has no beneficial title in the property and
- (c) Prior to delivery the consignee has notified the delivering carrier in writing that he is only an agent and has no beneficial title in the property (provided that this requirement does not apply if the consignee is a for-hire carrier), and
- (d) In the cases where the shipment has been reconsigned or diverted to a point other than that specified in the bill of lading the consignee has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property. Where the consignee is not liable for certain transportation charges in accordance with this provision and the preceding conditions, the shipper or consignor, or, in the case of a shipment so reconsigned or diverted as specified in condition (d), the beneficial owner shall be liable for such additional charges.

PROVIDED FURTHER, that where the shipment is designated 'prepaid', the shipper or consignor shall remain liable for undercharges which results from erroneous determination of the transportation charge assessed.

If the consignor has given to the carrier erroneous information as to who the beneficial owner is, such consignee himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

R.R.O. 1990, Reg. 1087, Sched.

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