

Motor Vehicle Act

MOTOR VEHICLE ACT REGULATIONS

[includes amendments up to B.C. Reg. 327/2006, January 1, 2007]

Division 37 — Safety Code

Part 1 — Interpretation

Interpretation

37.01 In this Division:

"adverse driving conditions" means

- (a) snow, sleet, fog or other adverse weather conditions,
- (b) a highway covered with snow or ice, or
- (c) unusual adverse road and driving conditions,

which were not known to the driver or the person dispatching the driver before the driver began the driving time;

"applicant" means a person who applies for a safety certificate;

"carrier" means, in relation to a commercial motor vehicle,

- (a) the owner of the commercial motor vehicle, including a person in possession of the commercial motor vehicle under a contract by which the person may become the owner of the commercial motor vehicle on full compliance with the contract,
- (b) any other person having management of the commercial motor vehicle or determination of the uses to which it is put, and
- (c) the lessee of the commercial motor vehicle if the lease for the commercial motor vehicle has a term of at least one month,

but a person is not a carrier merely because he or she is the driver of the commercial motor vehicle;

"commercial motor vehicle" means a motor vehicle, used in the course of business for the transportation of persons or freight, that is

(a) a truck or truck tractor with a licensed gross vehicle weight exceeding 5 000 kg and includes an attached trailer,

(b) a bus,

(c) a motor vehicle the operator of which is required to hold a licence under the *Motor Carrier Act* or a licence or temporary operating permit under the *Passenger Transportation Act*, or

(d) a business vehicle, as defined in section 237 of the Act, that has a gross vehicular weight in excess of 5 000 kilograms;

"daily log" means a record maintained for consecutive days pursuant to section 37.16;

"driver" means a person who drives a commercial motor vehicle;

"driving time" means the period of time that a driver is at the controls of a commercial motor vehicle when the engine of the motor vehicle is in operation;

"duty status" means, in respect of a driver,

(a) off duty time other than off duty time under paragraph (b),

(b) off duty time spent in a sleeper berth,

(c) driving time, or

(d) on duty time other than driving time;

"home terminal" means, in relation to a driver, the place of business of a carrier where the driver normally reports for work;

"off duty time" means any period other than on duty time;

"on duty" with respect to a driver and **"on duty time"** means the period from the time a driver begins to work or is required by the carrier to be in readiness to work until the time he stops work or is relieved of his job responsibilities by the carrier, and includes driving time and the time spent by the driver

- (a) inspecting, servicing, repairing, conditioning or starting a commercial motor vehicle,
- (b) travelling as one of 2 drivers where the driver is not resting in the sleeper berth,
- (c) participating in the loading or unloading of a commercial motor vehicle,
- (d) inspecting or checking the load of a commercial motor vehicle,
- (e) waiting for his commercial motor vehicle or load to be checked at a customs office, at a weighing check point or by a peace officer,
- (f) if the driver has not had 8 consecutive hours of off duty time immediately before beginning driving time, travelling as a passenger at the request of the carrier by whom the driver is employed or otherwise engaged to a destination where the driver will commence driving time,
- (g) waiting along the route because of an accident or other unanticipated event,
- (h) performing any other work in the capacity or employ of a carrier, and
- (i) waiting, at the request of the carrier by whom the driver is employed or otherwise engaged, for the commercial motor vehicle to be serviced, loaded or unloaded;

"safety certificate" means a certificate issued under section 37.04 or a certificate issued under the law of any jurisdiction, in or outside Canada, where the law relating to the requirements is substantially the same as in this regulation;

"sleeper berth" means sleeping accommodation provided in a commercial vehicle and designed, constructed and maintained in such a manner that the accommodation is in accordance with good industrial practice;

"supporting documents" includes bills of lading, shipping documents and fuel and accommodation receipts for expenses incurred along the route;

"trip inspection report" means a record kept pursuant to section 37.23.

[en. B.C. Reg. 456/90; am. B.C. Regs. 414/99, s. 8; 380/2004; 64/2005, s. 18.]

**Part 2 — Safety Certificate, Part 3 — Hours of Service, Part 4 — Trip Inspection,
Part 5 — Facility Audits and Part 6 — Offences (all deleted)**

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 ... *(deleted)*

(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 received 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,

(b) 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.

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 proving 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.]

Bills of lading to be signed

37.41 Each bill of lading must be signed by both the shipper and the carrier as being a correct itemized list of goods in the shipment and as an acceptance of all terms and conditions contained in the bill of lading.

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

Carriage and production of bills of lading

37.42 (1) A carrier referred to in section 37.39 (1) must ensure that every driver involved in the carriage of freight in respect of which a bill of lading has been issued or a letter of exemption has been provided carries a copy of that bill of lading or of a letter of exemption provided under section 37.45 (b), as the case may be, at all times while transporting that freight.

(2) If requested to do so by the director or by a peace officer, a carrier must produce, at the time of the request, the bill of lading or the letter of exemption, as the case may be, to the person making the request.

(3) If requested to do so by any of the persons who may make a request under subsection (2), a carrier who carries and produces a letter of exemption in response to the request made under subsection (2) must deliver the bill of lading to the director's office specified by the person making the request under this subsection at the time and date specified.

[en. B.C. Reg. 414/99, s. 10; am. B.C. Reg. 135/2003, ss. 1 and 16.]

Records in lieu of bills of lading for certain commodities

37.43 (1) Subject to subsection (2), a carrier need not issue a bill of lading in respect of the transportation of one or more of the following commodities:

(a) Her Majesty's mail;

(b) milk (raw or pasteurized), cream (fresh), containers on regular milk routes from farms to creamery or market or return of empty containers from creamery or market;

(c) petroleum products in bulk or bituminous construction materials in bulk;

(d) logs, poles, piles, ties, shingle bolts, mine props and fence posts;

(e) fuel wood or sawdust;

(f) coal or ore in bulk;

(g) earth, rock, gravel or sand in bulk;

(h) grain in bulk from farms to elevators and warehouses;

(i) hay, unbaled, or vegetables and fruit in bulk;

(j) fertilizer or animal manure in bulk.

(2) A carrier who does not issue a bill of lading in respect of the transportation of commodities referred to in subsection (1) (b) to (j) must

(a) keep a daily record, with respect to each licensed vehicle, of the freight transported in that vehicle, showing

(i) the names of the shipper and the consignee,

(ii) a description and quantity of the freight,

(iii) the distance transported,

(iv) the number of hours worked,

(v) the rate and total amount charged for the transportation, and

(vi) the number of trips, and

(b) retain that record in 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 and, during that time, make that record available for inspection by the director.

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

General provisions as to bills of lading

37.44 (1) The freight covered by a bill of lading must be in possession or control of the carrier at the time the bill of lading is issued.

(2) A bill of lading must cover only goods received from one shipper, picked up at one place and consigned to one consignee at one destination and delivered to one place.

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

Electronic bills of lading

37.45 Despite sections 37.39 to 37.44, a carrier who accepts freight for shipment need not issue or cause to have issued a bill of lading in paper form if,

(a) in the ordinary course of the carrier's business, the carrier uses electronic bills of lading, and

(b) the director has, on application of the carrier, provided to the carrier a letter exempting the carrier from the obligation to issue a bill of lading in paper form.

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

Part lot shipments

37.46 (1) Shipments in excess of 4 600 kilograms gross weight, or that are greater than the capacity of the available licensed equipment of the carrier, may be accepted on one bill of lading, if the entire shipment is in possession or control of the carrier.

(2) Subject to subsection (3), in the case of a shipment referred to in subsection (1), at least 4 600 kilograms must be transported on the vehicle that takes the first load.

(3) If, in the case of a shipment referred to in subsection (1), 4 600 kilograms is in excess of the licensed carrying capacity of the vehicle carrying the shipment,

(a) the vehicle must be loaded only to full carrying capacity,

(b) the remainder of the shipment must be moved on a vehicle licensed in the name of the carrier who is moving the first portion of the shipment,

(c) the shipment must not be divided into more than 2 parts,

(d) the revenue billing must

(i) cover the entire shipment, and

(ii) show the weight, the rate assessed and the freight charges, and

(e) a separate waybill must be issued and in possession of the driver of the vehicle carrying the second part of the shipment and must make reference to the revenue billing and give the weight and description of the second load.

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

Records of freight carried

37.47 (1) Every carrier must, with respect to the operation of business vehicles as defined in section 237 (a) of the Act, keep or cause to be kept a complete daily record of all freight transported for compensation in or on every business vehicle as defined in section 237 (a) of the Act operated by the carrier.

(2) The record kept under subsection (1) must

(a) contain the following particulars with respect to the freight:

- (i) the name of shipper and consignee;
- (ii) a description and quantity of freight;
- (iii) the distance transported, the number of trips and the rate and total amount charged for the transportation, and

(b) 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.

(3) Despite subsections (1) and (2), a carrier may, and if so required by the consignor must, issue a bill of lading in the manner provided by section 37.39 in respect of any shipment of freight accepted by or on behalf of the carrier.

(4) The filing and retention by the carrier of a copy of a bill of lading referred to in subsection (3) relieves the carrier of the necessity of keeping any other record with respect to the shipment in respect of which the bill of lading was issued.

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

Cargo insurance

37.48 (1) A carrier who operates a business vehicle within the meaning of paragraph (a) or (c) of the definition of "business vehicle" in section 237 of the Act must

(a) secure and maintain in force cargo insurance satisfactory to the director, and

- (b) if requested to do so by the director or a peace officer, produce proof of that insurance to the person making the request at the time and date specified.
- (2) Subsection (1) does not apply in relation to a business vehicle licensed and operated exclusively for the transportation of one or more of the following commodities:
- (a) water and snow;
 - (b) milk and cream (raw or pasteurized) in bulk or in containers (and empty containers) transported between farms and dairies;
 - (c) petroleum products in bulk or bituminous construction materials in bulk;
 - (d) logs, poles, piles, ties, shingle bolts, mine props, rough sawn lumber and fence posts;
 - (e) fuel wood, sawdust, hog fuel, pulp chips and Christmas trees;
 - (f) coal, ore and ore concentrates in bulk;
 - (g) earth, rock, gravel and sand in bulk and unset cement mix;
 - (h) grain in bulk and grain screenings;
 - (i) hay (baled or unbaled), fresh or dried fruits and vegetables, turf and peat;
 - (j) fertilizers, animal manure or refuse;
 - (k) stumps and debris from demolished buildings.

[en. B.C. Reg. 414/99, s. 10; am. B.C. Reg. 135/2003, ss. 1 and 17.]

Division 38 — Disabled Persons' Parking Permits, Division 39 — Road Safety and Division 40 — Motor Vehicle Emission Inspection and Maintenance (*all deleted*)