

Gouvernement du Québec

**O.C. 61-2001, 24 January 2001**

Transport Act  
(R.S.Q., c. T-12)

**Requirements applicable  
– Shipping documents, leasing contracts and  
contracts for services**

Regulation respecting the requirements applicable to shipping documents, leasing contracts and contracts for services

WHEREAS, under paragraph *n* of section 5 of the Transport Act (R.S.Q., c. T-12), the Government may, by regulation, determine the requirements applicable to estimates, contracts, bills of lading and shipping documents in the case of a carrier or any person to whom the Act respecting owners and operators of heavy vehicles (R.S.Q., c. P-30.3) applies;

WHEREAS, under paragraph *r* of section 5 of the Act, the Government may, by regulation, determine, among the provisions of a regulation under that section, those the violation of which constitutes an offence and prescribe for each offence the minimum and maximum amounts to which the offender is liable, namely from \$125 to \$375, \$250 to \$750 or \$500 to \$1,500, according to the seriousness of the offence and, where applicable, whether the offender is an owner or operator of heavy vehicles, a transport service intermediary, a carrier, a driver or a broker;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the Regulation respecting the requirements applicable to shipping documents, leasing contracts and contracts for services was published in Part 2 of the *Gazette officielle du Québec* of 3 November 1999 with a notice that it could be submitted to the Government which could make it upon the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Transport:

THAT the Regulation respecting the requirements applicable to shipping documents, leasing contracts and contracts for services, attached to this Order in Council, be made.

MICHEL NOËL DE TILLY,  
*Clerk of the Conseil exécutif*

**Regulation respecting the requirements  
applicable to shipping documents,  
leasing contracts and contracts for  
services**

Transport Act  
(R.S.Q., c. T-12, s. 5, pars. *n* and *r*)

**DIVISION I  
INTERPRETATION AND GENERAL**

1. For the purposes of this Regulation, the expressions “owner of heavy vehicles”, “operator of heavy vehicles”, “heavy vehicle” and “transport service intermediary” have the meaning given to them in the Act respecting owners and operators of heavy vehicles (R.S.Q., c. P-30.3), the terms “receiver”, “shipper” and “carrier” have the meaning given to them in the Civil Code of Québec and the term “consignee” means the person who receives the goods on deposit.

2. An operator of heavy vehicles shall keep for not less than two years a copy of each contract and copies of the shipping documents referred to in this Regulation.

Where the operator keeps the contracts and documents in electronic form, he shall make sure that the information contained in those contracts and documents cannot be modified.

**DIVISION II  
SHIPPING DOCUMENTS**

3. Documents concerning the shipping of goods shall be kept in the heavy vehicle used for the transportation of those goods, for remuneration, from their loading to their delivery.

Shipping documents may consist of several pieces containing the information required under section 4 or may be in the form of a slip intended to gather such information.

Such information may be kept in electronic form insofar as it may be reproduced in paper form, upon request of a peace officer or an inspector, during a road check operation.

No shipping document is required for the bulk transportation of sand, earth, gravel, stone, snow or ice and for the transportation of goods by bus or for the transportation of waste for a municipality.

4. Shipping documents shall contain the following minimum provisions:

(1) the description of the goods and, in the case of several types of goods, their quantity in weight, volume, number of identifiable elements or number of containers;

(2) one reference number per shipping document; that number must appear on every document constituting the shipping documents, where applicable;

(3) the shipper's name, the name of any other person who, where applicable, entrusted the goods to the operator of the heavy vehicle responsible for their transportation and the name of the receiver or consignee;

(4) the name of the operator who provides the transportation and his identification number in the *Registre des propriétaires et des exploitants de véhicules lourds* referred to in section 4 of the Act respecting owners and operators of heavy vehicles, the date on which the goods were entrusted to him, the place where they were entrusted to him and his destination;

(5) the name and identification number, in the list referred to in section 15 of that Act, of the transport service intermediary involved in the organization of the transportation provided by the operator;

(6) the mention, where applicable, that transportation is successive and provided by several operators.

Any person who enters a piece of information referred to in subparagraph 4 of the first paragraph on the shipping documents shall sign it by hand or electronically and enter his name, in block letters, his occupation and address.

### **DIVISION III** **CONTRACTS FOR THE LEASING OF HEAVY** **VEHICLES**

#### *§1. Trucks, trailers and semi-trailers*

5. Leasing contracts referred to in section 19 of the Act respecting owners and operators of heavy vehicles shall contain the following minimum provisions:

(1) the name of the lessee of the heavy vehicle, who shall be designated as the operator of the vehicle, his identification number in the register and his address;

(2) the name of the lessor of the heavy vehicle, who shall be designated as the owner of the vehicle, his identification number in the register, if any, and his address;

(3) the make, model, year of manufacture and licence plate number or the unit number entered on the registration certificate of the leased vehicle;

(4) the lessee's consent to the possession, control and exclusive use of the leased vehicle for the term of the contract and his commitment to be liable for the supervision of the driver of the leased truck or hauling vehicle and his commitment to be liable for the operation of the vehicle with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code (R.S.Q., c. C-24.2);

(5) the leasing period during which the lessee acts as the operator of the leased vehicle, which may be designated by the dates of the beginning and end of the contract or, failing that, by the conditions of termination of the leasing contract;

(6) the date on which the contract is entered into if different from the date on which it is signed.

The contract shall be signed by the lessor and the lessee or their mandataries.

#### *§2. Buses*

6. Contracts for the leasing of a bus or a minibus referred to in section 19 of the Act respecting owners and operators of heavy vehicles shall contain the following minimum provisions:

(1) the name of the lessee of the heavy vehicle, his identification number in the register and his address;

(2) the name of the lessor of the heavy vehicle, who shall be designated as the owner of the vehicle, his identification number in the register and his address;

(3) the category of bus referred to in section 2 of the *Bus Transport Regulation* made by Order in Council 1991-86 dated 19 December 1986 as it reads when applied and the licence plate number or the unit number entered on the registration certificate of the leased vehicle;

(4) in the case of a contract for the leasing of a bus or a minibus with the services of a driver, between two carriers, the mention that the lessor remains liable for the supervision of the driving of the leased vehicle and commits to be liable for the operation of the vehicle with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code;

(5) in the case of the leasing contract referred to in section 5 of the *Bus Leasing Regulation* made by Order in Council 159-86 dated 19 February 1986 as it reads when applied, the mention that the lessor is liable for the supervision of the driving of the leased vehicle and he commits to be liable for the operation of the vehicle with

respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code;

(6) the leasing period, which may be designated by the dates of the beginning and end of the contract, by the conditions of termination of the contract or by a reference to the transportation contract;

(7) the date on which the contract is entered into if different from the date on which it is signed.

The contract shall be signed by the lessor and the lessee or their mandataries. A copy of the contract shall be kept in the vehicle.

#### **DIVISION IV CONTRACTS FOR SERVICES**

##### *§1. Contracts for the hauling of trailers or semi-trailers*

7. A contract for the hauling of a trailer or semi-trailer shall contain the following minimum provisions:

(1) the name of the owner of the trailer or semi-trailer, his address and identification number in the register;

(2) the name of the operator of the hauling vehicle, his address and identification number in the register;

(3) the designation of the person who acts as the operator of the combination of vehicles, his consent to be liable for the supervision thereof during the carrying out of the contract and his commitment to be liable for the operation of the vehicle with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code;

(4) the term of the contract, which may be designated by the description of the trips, by a reference to the bill of lading, shipping documents or by the dates of the beginning and end of the contract or, failing that, by the conditions of termination of the contract for the hauling of a trailer;

(5) the date on which the contract is entered into if different from the date on which it is signed.

The contract shall be signed by both operators or their mandataries.

##### *§2. Contracts for services between two operators*

8. A contract for services whereby an operator is substituted for another operator to provide transporta-

tion of goods, referred to in the contract, that was entered into between the latter and a shipper or a receiver shall contain the following minimum provisions:

(1) the name of the party that acts as the carrier with the shipper or receiver, its address and identification number in the register;

(2) the name of the operator who is substituted for the other operator, his address and identification number in the register;

(3) the mention that the operator who is substituted for the operator who acted as the carrier where the goods were entrusted to him acts as agent for the operator;

(4) the date on which the contract is entered into if different from the date on which it is signed;

(5) the identification of the party that retains the possession, control and exclusive use of all the vehicles used and that is liable for the operation of all the vehicles with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code; the party shall be:

(a) the operator who is substituted for the carrier where the contract for services is entered into for only one trip or a series of trips whose bills of lading reference numbers are provided for in the contract;

(b) the operator who offered the transportation to the shipper where the contract for services is entered into for trips that are not determined on the date on which the contract is signed or where the motor vehicle used for the transportation is identified by the operator's name.

The contract shall be signed by both operators or their mandataries.

#### **DIVISION V OTHER CONTRACTS**

9. The minimum provisions referred to in section 5 also apply, *mutatis mutandis*, to any contract including a contract for lending a vehicle and a contract for exchanging vehicles, whose effect is to transfer to the other party the possession of a heavy vehicle and containing any of the following mentions respecting:

(1) the obligation to identify the motor vehicle by the name of the party that takes possession of the vehicle;

(2) the control by the party that takes possession of the vehicle of the organization and carrying out of the transportation to be provided by means of the vehicle;

(3) the integration of the heavy vehicle into the fleet of vehicles of the party that takes possession of the vehicle for the purposes of liability insurance coverage;

(4) the obligation imposed on the owner of the heavy vehicle, or his employees, to comply with all the orders of the other party which prevent him from controlling his vehicle for the term of the contract;

(5) the management of the driver's conditions of employment, including the payment of his remuneration, by the party that takes possession of the vehicle.

The contract shall be signed by the parties and a copy thereof shall be kept in the vehicle.

## **DIVISION VI PENAL**

**10.** Violation of the provisions of section 2 by an operator of heavy vehicles constitutes an offence punishable by a fine of \$125 to \$375.

**11.** Violation of the provisions of the first paragraph of section 3 constitutes an offence punishable by a fine of \$125 to \$375 on the driver of the heavy vehicle and by a fine of \$250 to \$750 on the carrier who acts as the operator and, where applicable, on the operator of the heavy vehicle who was substituted for the operator who entered into the transportation contract.

**12.** Violation of the provisions of section 4 constitutes an offence punishable by a fine of \$125 to \$375 on the operator of the heavy vehicle who uses shipping documents that do not include all the provisions referred to in section 4 and by a fine of \$250 to \$750 on the offender referred to in the second paragraph of that section who entered inaccurate information.

**13.** Violation of the provisions of any of sections 5 to 9 constitutes an offence punishable by a fine of \$125 to \$375 on the offender.

**14.** This Regulation replaces sections 28 and 28.1 of the Trucking Regulation made by Order in Council 47-88 dated 13 January 1988.

**15.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

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## **M.O., 2001**

### **Order of the Minister of Transport respecting the approval of weigh scales dated 24 January 2001**

Highway Safety Code  
(R.S.Q., c. C-24.2, a. 467)

**1.** The Minister of Transport approves the following wheel-load scales:

<b>Make</b>	<b>Model</b>	<b>Serial No.</b>
HAENNI	WL-101	21469
HAENNI	WL-101	21470
HAENNI	WL-101	21471
HAENNI	WL-101	21472
HAENNI	WL-101	21473
HAENNI	WL-101	21474
HAENNI	WL-101	21475
HAENNI	WL-101	21476
HAENNI	WL-101	21477
HAENNI	WL-101	21478
HAENNI	WL-101	21479
HAENNI	WL-101	21480
HAENNI	WL-101	21481
HAENNI	WL-101	21482
HAENNI	WL-101	21483
HAENNI	WL-101	21484
HAENNI	WL-101	21485
HAENNI	WL-101	21486
HAENNI	WL-101	21487
HAENNI	WL-101	21488
HAENNI	WL-101	21489
HAENNI	WL-101	21490
HAENNI	WL-101	21491
HAENNI	WL-101	21492
HAENNI	WL-101	21493
HAENNI	WL-101	21494
HAENNI	WL-101	21495
HAENNI	WL-101	21496
HAENNI	WL-101	21497
HAENNI	WL-101	21498
HAENNI	WL-101	21499
HAENNI	WL-101	21500
HAENNI	WL-101	21501
HAENNI	WL-101	21502
HAENNI	WL-101	21503
HAENNI	WL-101	21504
HAENNI	WL-101	21505
HAENNI	WL-101	21506
HAENNI	WL-101	21507
HAENNI	WL-101	21508
HAENNI	WL-101	21509
HAENNI	WL-101	21510
HAENNI	WL-101	21511