

## **RULES & REQUIREMENTS**

*Relating to the operation of  
British Columbia Ferry Services Inc.*

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## **PREAMBLE**

These Rules & Requirements outline BC Ferries' practices and procedures and apply to all persons who purchase or otherwise obtain a booking, reservation, or ticket for carriage, enter a terminal, or board a ferry.

Additional information related to specific kinds of carriage, fares or other travel services (e.g. reservations, assured loading tickets, discounted tickets) are published in association with those services.

These Rules & Requirements are subject to change without notice. If any conflict exists between the Rules & Requirements and the Conditions of Carriage, the Conditions of Carriage apply.

Unless otherwise stated, every employee of the Carrier is authorized to act on behalf of the Carrier with regard to the Conditions of Carriage and these Rules & Requirements.

### **1 Definitions**

- 1.1 "Cabin Luggage" means luggage which the Passenger has in their cabin or is otherwise in their immediate possession, custody or control. Cabin Luggage includes luggage which the Passenger has in or on their vehicle.
- 1.2 "Carriage" means and covers the following periods:
  - .1 with regard to the Passenger and their Cabin Luggage, the period during which the Passenger and/or their Cabin Luggage are on board the ship or in the course of embarkation or disembarkation;
  - .2 with regard to Cabin Luggage, also the period during which the Passenger is in a marine terminal or station or on any other port installation if that luggage has been taken over by the Carrier or the Carrier's servant or agent and has not been re-delivered to the Passenger;
  - .3 with regard to other luggage which is not Cabin Luggage, the period from the time of its taking over by the Carrier or the Carrier's servant or agent on shore or on board until the time of its re-delivery by the Carrier or the Carrier's servant or agent.
- 1.3 "Carrier" includes British Columbia Ferry Services Inc. ("**BC Ferries**") and employees and agents and any corporation or subsidiary owned by, associated to or affiliated with BC Ferries, including independent contractors employed from time to time by BC Ferries, and every right of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder or by statute or common law shall also be available and shall extend to each of them.
- 1.4 "Conditions of Carriage" means the contract of carriage as set out in the Conditions of Carriage established by the Carrier and which are available to persons on request from any terminal manager or the Carrier's website at [www.bcferrries.com](http://www.bcferrries.com).
- 1.5 "Firearms" includes restricted firearms, non-restricted firearms, and air and pellet handguns and rifles.
- 1.6 "Luggage" means any article or vehicle carried by the Carrier under a contract of carriage, excluding:
  - .1 articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods; and

- .2 live animals.
- 1.7 “Loss of or damage to luggage” includes pecuniary loss resulting from the luggage not having been re-delivered to the Passenger within a reasonable time after the arrival of the ship on which the luggage has been or should have been carried, but does not include delays resulting from labour disputes.
- 1.8 “Passenger” means any person carried on a ship, or who procures a booking, reservation, or ticket for Carriage from the Carrier:
  - .1 under the Conditions of Carriage or other contract of carriage; or
  - .2 who, with the consent of the Carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by the *Marine Liability Act*.
- 1.9 “Terminal” includes all buildings and properties occupied by the Carrier, whether manned or unmanned, supervised or unsupervised and whether or not delineated by a sign, device or otherwise.
- 1.10 “Patron” includes Passengers and all other persons who enter a terminal or board a ferry whether ticketed or not.

## **2 Carrier’s right to refuse passage**

- 2.1 The Carrier reserves the right to refuse passage to any person who does not comply with the Conditions of Carriage or these Rules & Requirements, and without restricting the generality of the foregoing, further reserves the right to refuse passage to:
  - .1 any person who appears to be under the influence of alcohol or drugs, or whose conduct is deemed to be unsafe, unlawful, disruptive or objectionable;
  - .2 any Passenger or other person that the Carrier reasonably believes has procured their booking, reservation, or ticket from an unauthorized source, including but not limited to an unauthorized reseller of BC Ferries bookings, reservations, or tickets. Passengers are responsible for ensuring that their booking, reservation, or ticket is procured from an authorized source;
  - .3 children less than twelve years old when not accompanied by parent or guardian acceptable to the Carrier. It is the responsibility of the guardian or child to prove that the child is of the age of twelve years or older;
  - .4 persons in ill health or late pregnancy;
  - .5 any corpse, livestock, fish, animal or bird;
  - .6 anything which in the opinion of the Carrier could contaminate or damage anything else being carried and/or adversely affect the comfort or safety of Passengers; and
  - .7 any vehicle or anything loaded on a vehicle which:
    - .1 is deemed to be in an unsafe condition;
    - .2 because of size, weight, or other characteristic cannot be safely loaded or unloaded;

- .3 in the opinion of the Carrier is associated directly or indirectly with labour disputes of any kind whatsoever and the acceptance for transportation of which will or is likely to prevent, disrupt, or delay the vessel or interrupt its voyage.

### **3 Carrier's right to inspect**

- 3.1 The Carrier may inspect any vehicle, goods or luggage and demand production of all shipping documents relating to goods carried or to be carried on board a vessel at any time.
- 3.2 When requested by the Carrier, the operator of a vehicle must produce for the purpose of inspection every license and permit issued under the *Motor Vehicle Act* (RSBC) and *Commercial Transport Act* (RSBC) in respect of the driver and vehicle, and its operation or its cargo, and all pertinent bills of lading or cargo manifests.
- 3.3 Where the Carrier has reason to believe that a vehicle is being operated on a terminal or vessel in contravention of the *Transport of Dangerous Goods Act* (RSBC) or the regulations under that Act, or of the *Canada Shipping Act, 2001* (RSC) or the regulations under that Act, or the *Transportation of Dangerous Goods Act, 1992* (RSC), or the regulations under that Act, the Carrier may carry out an inspection of the vehicle to determine whether or not the vehicle is being so operated.

### **4 Requirement to comply with instructions and signage**

- 4.1 All Patrons must comply with the directions and instructions of employees of the Carrier relating to the use and operation of the terminal or vessel.
- 4.2 All Patrons must comply with posted signs relating to the use and operation of the terminal or vessel unless otherwise directed by the Carrier.
- 4.3 Passengers must not board or disembark from a vessel against the orders, directions, or without the permission of the Master or Officer in charge of the vessel.
- 4.4 Every Passenger shall keep off a closed vehicle deck on a ferry that is underway. A 'closed vehicle deck' is a space that is enclosed at both ends with limited side openings.
- 4.5 Goods and vehicles must be stowed or carried in the manner and in the location as directed by the Carrier.

### **5 Requirement to pay fares**

- 5.1 Passengers must pay the fares or other required charges according to the rates and method established by the Carrier.
- 5.2 Proof of payment of fare must be presented upon request. Upon request by the Carrier, the Passenger will answer any enquiry and produce any documents requested by the Carrier in respect to the source, including the payment source, of the Passenger's booking, reservation, or ticket.
- 5.3 If proof of payment of fare is not produced upon request, the fares or charges must be paid before passage will be granted.
- 5.4 The unauthorized resale of any BC Ferries products, including but not limited to, bookings, reservations, vouchers, gift certificates, and tickets, is prohibited.

- 5.5 The Carrier has the right, but not the obligation, to make inquiries regarding the source of any person's booking, reservation, or ticket. If the Carrier reasonably believes that a Passenger has procured their booking, reservation, or ticket from an unauthorized source, including but not limited to an unauthorized reseller of BC Ferries bookings, reservations, products or tickets, or has reason to believe the payment method used to procure a booking, reservation, product or ticket is, or later will be deemed to be, invalid the Carrier may, in its sole and absolute discretion, (i) cancel any such Passenger's booking, reservation, and/or ticket, (ii) refuse carriage to any such Passenger, and/or (iii) require that any such Passenger purchase another booking, reservation, and/or ticket at the at-terminal fare.

## **6 Operational safety**

- 6.1 Alarms, emergency devices and equipment must not be used or activated except in an emergency. Anyone who uses or activates an alarm, emergency device or emergency equipment must immediately report the matter to the Carrier or in accordance with posted signs or directions.
- 6.2 Animals permitted on board by the Carrier, other than a certified assistance dogs, must remain and be safely secured on the designated vehicle deck of the vessel during the voyage.
- 6.3 The following conduct is prohibited:
- .1 obstructing or interfering with employees of the Carrier who are engaged in the navigation or operation of a vessel or the management or operation of a terminal;
  - .2 interfering with, impeding or obstructing the operation of a terminal or vessel;
  - .3 damaging, tampering with or removing any sign, equipment, fitting or device installed on a terminal or vessel;
  - .4 entering or occupying any place on a terminal or vessel not intended for public use or access, unless authorized to do so;
  - .5 smoking, vaping or carrying lighted smoking material;
  - .6 selling or offering for sale any item or merchandise on a terminal or vessel unless authorized in writing by the Carrier, or soliciting for any purpose;
  - .7 bringing any animal other than a certified assistance dog into the interior areas or passenger lounges of a terminal or vessel; and .8 consuming alcoholic beverages other than in licensed lounges, or in areas otherwise provided by the Carrier.

## **7 Dangerous goods**

- 7.1 The Carrier may refuse to carry dangerous goods and any vehicle transporting dangerous goods and is not obliged to give reasons for its refusal.
- 7.2 It is the responsibility of every Patron to comply with all federal and provincial requirements for the transportation of dangerous goods.
- 7.3 The Carrier may refuse to carry any vehicle or person transporting dangerous goods for which shipping documents are not produced or for which a request to inspect, examine or search has been denied.

- 7.4 Where the Carrier consents to carry dangerous goods, the Carrier does not and shall not be deemed to accept liability or responsibility for any of the goods and none of the owner, the shipper or consignee of the goods, or any passenger or operator of any vehicle, is relieved of liability or responsibility under any applicable law, rule, order, legislation or regulation.
- 7.5 The Carrier may revoke its consent to carry dangerous goods at any time.
- 7.6 The Carrier is entitled, at any time, to discharge any and all dangerous goods carried on a vessel without notice and all dangerous goods received on board a vessel are subject to the risk of such discharge.
- 7.7 The Carrier operates certain sailings exclusively for the transportation of dangerous goods. Permission to take dangerous goods on board a vessel for a dangerous goods sailing must be requested at least forty-eight (48) hours in advance of the intended sailing time.
- 7.8 If the Carrier agrees to carry dangerous goods or any vehicle transporting dangerous goods, the Carrier is entitled to make an additional charge of twice the posted commercial tariff and to specify other requirements that the shipper, consignee or owner must meet for carriage of such goods by the Carrier.
- 7.9 Vehicles carrying dangerous goods are to arrive at the terminal of departure and declare those dangerous goods at least 45 minutes in advance of scheduled sailing in order for the dangerous goods declaration to be inspected by the Carrier.

## **8 *Abandoned, disabled and unattended vehicles***

- 8.1 Vehicles must not be stopped or parked or left unattended except in areas designated for public parking or as directed by signs or devices, or as otherwise directed by the Carrier.
- 8.2 Disabled vehicles may be towed or removed from the terminal or vessel at the direction of the Carrier. Any towing or assistance provided by or on behalf of the Carrier is always at the sole risk and cost of the owner or operator of the vehicle.
- 8.3 Any vehicle that is stopped, left standing, is parked or left unattended on a terminal or vessel contrary to signage or direction may be towed or removed at the direction of the Carrier at the sole risk and cost of the owner or operator of the vehicle.
- 8.4 If the person in control of a vehicle on board a vessel (without the prior approval of the Carrier) leaves the vessel and leaves the vehicle without a properly licensed and competent person in control, the Carrier can impose an additional charge equal to four times the tariff that was charged for the vehicle, and the additional charge is to be paid at the port of destination before the vehicle is released to the owner or their designated representative.

## **9 *Vehicles subject to special permits***

- 9.1 The Carrier may require that overweight or oversize vehicles operated under special permits issued in accordance with the regulations under the Motor Vehicle Act (RSBC) and the Commercial Transport Act (RSBC), proceed on a terminal or vessel only at specified hours and on certain days of the week, or by prior arrangement.

## **10 *Non-motorized transportation***

- 10.1 Riding or operation of skates or skateboards on a terminal or vessel is not permitted.

10.2 Bicycles or other self-propelled vehicles on a terminal or vessel must be operated only as directed by the Carrier.

## **11 *Parking***

11.1 Vehicles must not be parked in a public parking lot on a terminal in contravention of posted signs.

11.2 Patrons using a public parking lot on a terminal must pay any parking fee in effect for that lot according to the rates and method established by the Carrier.

11.3 If a vehicle is parked in a public parking lot on a terminal for which parking fees are in effect and there is no evidence that the parking fee has been paid, the Carrier, at the sole risk and cost of the owner or operator of the vehicle, may arrange for towing or removal of the vehicle from the terminal.

## **12 *Luggage***

12.1 The Carrier is not obligated to accept luggage for carriage on a voyage for which luggage transport service is not offered.

12.2 When luggage is delivered to the Carrier to be accepted for carriage a luggage tag must be attached on each piece of luggage for identification purposes.

12.3 Luggage must be contained in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling. Fragile or perishable articles, money, jewellery, silverware, negotiable papers, securities or other valuables will not be accepted by the Carrier.

12.4 Luggage will be carried in the same ship as the Passenger unless such carriage is deemed impracticable by the Carrier. In that event, the Carrier will move the luggage on the next preceding or subsequent sailing on which space is available.

12.5 Passengers must not include in their luggage articles which are likely to endanger the ship, persons, or property; or which are likely to be damaged by carriage or which are unsuitably packed; or the carriage of which is forbidden by rules of the Carrier or any applicable laws or regulations.

12.6 If, in the opinion of the Carrier the weight, size or character of luggage renders it unsuitable for carriage on the vessel the Carrier, prior to or at any stage of the journey, may refuse to carry the luggage.

12.7 Live animals, fish, birds, and reptiles will be carried as luggage only with the prior consent of and arrangement with the Carrier.

## **13 *Transportation of Firearms***

13.1 Passengers transporting Firearms must ensure they are transported in compliance with federal and provincial laws and regulations concerning the transporting of Firearms and are secured against theft and misuse.

13.2 Firearms transported in vehicles must remain secured in the vehicle and out of public view during the voyage.

13.3 Foot Passengers are not permitted to transport Firearms except on Northern Routes 10 and 11.

- 13.4 On Northern Routes 10 and 11, the following procedures apply to foot Passengers transporting Firearms:
- .1 Firearms are to be unloaded and contained in an appropriate case or container.
  - .2 Passengers are not permitted to have their Firearms on their person while on board the vessel.
  - .3 Passengers must report to a ship's officer immediately upon boarding and secure the Firearm in a locker provided by the Carrier. The Firearm must remain secured in the locker for the duration of the voyage and may not be retrieved until arrival at the destination.
  - .4 Ammunition must not be stored with Firearms.
  - .5 Passengers will not share Firearms storage lockers.
- 13.5 The Carrier will not accept Firearms for safekeeping.
- 13.6 Firearms will not be transported as luggage.
- 13.7 On-duty police officers, on-duty armoured car personnel and on-duty members of the Canadian Forces are exempt from the Carrier's rules concerning possession and transportation of Firearms. The transportation of armed armoured car personnel and armed members of the Canadian Forces shall always be by pre-arrangement.
- 13.8 If the Carrier has any cause for concern about the behaviour, sobriety, attitude, competence or apparent intent of a Patron who is transporting a Firearm, or if a Patron does not comply with the foregoing requirements, the Carrier will exercise its right to refuse passage.