

**2006**

## **CHAPTER 15**

An Act to amend *The Consumer Protection Act* and to repeal  
*The Sale of Training Courses Act*

(Assented to May 19, 2006)

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

**Short title**

**1** This Act may be cited as *The Consumer Protection Amendment Act, 2006*.

**S.S. 1996, c.C-30.1 amended**

**2** *The Consumer Protection Act* is amended in the manner set forth in this Act.

**Long title amended**

**3** The long title is amended by striking out “and Unsolicited Goods and Credit Cards” and substituting “, Unsolicited Goods and Consumer Contracts”.

**Section 43 amended**

**4** Subsection 43(1) is repealed and the following substituted:

“(1) A second-hand dealer is entitled to rely on a provision in a contract for the sale of a second-hand consumer product where the second-hand dealer proves that, before he or she entered into the contract, the provision that excludes or modifies any or all of the statutory warranties mentioned in clauses 48(d), (e) and (g) was:

- (a) brought to the notice of the consumer; and
- (b) made clear to the consumer respecting its effect”.

**Section 75.6 amended**

**5** Subsection 75.6(1) is amended by striking out “, in writing or in electronic form” and substituting “in writing”.

**Section 75.61 amended**

**6** Subsection 75.61(2) is amended:

- (a) in subclause (a)(ii) by striking out “, in writing or in electronic form,” and substituting “in writing”;
- (b) in subclause (b)(ii) by striking out “, in writing or in electronic form,” and substituting “in writing”; and
- (c) in subclause (c)(ii) by striking out “, in writing or in electronic form,” and substituting “in writing”.

Section 75.81 amended

**7** Clause 75.81(2)(a) is amended by striking out “or in electronic form”.

Heading to Part V struck out

**8** The heading preceding section 76 is struck out.

Section 76 repealed

**9** Section 76 is repealed.

New Parts IV.2 to IV.5

**10** The following Parts are added after Part IV.1:

“PART IV.2  
Future Performance Contracts

“Interpretation of Part

**76.10** In this Part:

- (a) **‘consumer’** means an individual who participates in a consumer transaction;
- (b) **‘consumer transaction’** means the supply of goods or services by a supplier to a consumer;
- (c) **‘future performance contract’** means a contract between a supplier and a consumer for the supply of goods or services for which:
  - (i) the delivery, performance or payment in full is not made at the time the contract is made or partly executed; and
  - (ii) the consideration for the goods or services exceeds the prescribed amount;
- (d) **‘goods’** means personal property, including fixtures, ordinarily used for personal, family or household purposes;
- (e) **‘prescribed’** means prescribed in the regulations made pursuant to this Part;
- (f) **‘services’** means services offered or provided primarily for personal, family or household purposes, whether or not the services are offered or provided together or separate from goods and includes a membership in a club or organization;
- (g) **‘supplier’** means a person who, in the course of his or her business, participates in a consumer transaction by supplying goods or services to a consumer;
- (h) **‘supply’** includes, with respect to the supply of goods or services to a consumer, a sale, lease or other arrangement.

**“Application of Part**

**76.11(1)** Subject to subsections (2) and (3), this Part applies to future performance contracts.

(2) This Part does not apply to future performance contracts involving:

- (a) any goods, services or businesses or category of goods, services or businesses exempted by the regulations; or
- (b) any consumer transactions or category of consumer transactions exempted by the regulations.

(3) This Part does not apply to a future performance contract in existence on or before the day on which this section comes into force unless that future performance contract is extended or renewed after the day on which this section comes into force.

**“Requirements for future performance contracts**

**76.12** Every future performance contract shall:

- (a) be in writing; and
- (b) contain the prescribed information.

**“Copy of future performance contract**

**76.13** After a supplier and a consumer enter into a future performance contract, the supplier must provide a copy of the contract to the consumer within the prescribed period and in the prescribed manner.

**“Cancellation of future performance contract**

**76.14(1)** If a future performance contract does not contain the information required pursuant to clause 76.12(b), the consumer may cancel the future performance contract by giving notice of cancellation to the supplier in accordance with section 76.15 not later than one year after the date on which the consumer received a copy of the contract.

(2) In addition to the cancellation rights mentioned in subsection (1), a consumer may cancel a future performance contract at any time before delivery of the goods or commencement of the services under the future performance contract if:

- (a) the supplier does not deliver the goods within 30 days after:
  - (i) the delivery date specified in the future performance contract; or
  - (ii) an amended delivery date agreed to in writing by the consumer and the supplier; or
- (b) the supplier does not begin the services within 30 days after:
  - (i) the commencement date specified in the future performance contract; or
  - (ii) an amended commencement date agreed to in writing by the consumer and the supplier.

(3) A consumer may cancel a future performance contract at any time before the delivery of the goods or the commencement of the services pursuant to the future performance contract if:

(a) a delivery date or a commencement date is not specified in the future performance contract; and

(b) the supplier does not deliver the goods or begin the services within 30 days after the date on which the future performance contract is entered into.

(4) For the purposes of subsections (2) and (3):

(a) a supplier is deemed to have delivered the goods pursuant to a future performance contract if:

(i) delivery was attempted but was refused by the consumer at the time delivery was attempted; or

(ii) delivery was attempted but not made because no person was available to accept delivery for the consumer on the day for which reasonable notice was given to the consumer that the goods were available to be delivered; and

(b) a supplier is deemed to have commenced the services pursuant to a future performance contract if:

(i) commencement was attempted but refused by the consumer at the time that commencement was attempted; or

(ii) commencement was attempted but did not occur because no person was available to enable the services to begin on the day for which reasonable notice was given to the consumer that the services were available to begin.

**“Notice of cancellation**

**76.15(1)** A future performance contract is cancelled pursuant to section 76.14 on the giving of a notice of cancellation in accordance with this section.

(2) A notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the future performance contract.

(3) A notice of cancellation may be given to a supplier by any prescribed means.

(4) If a notice of cancellation is given other than by personal service, the notice of cancellation is deemed to be given at the prescribed time.

**“Court may provide relief against cancellation**

**76.16** If, in the opinion of the court, it would be inequitable for a future performance contract to be cancelled pursuant to section 76.14, the court may make any order it considers appropriate.

**“Effect of cancellation**

**76.17(1)** The cancellation of a future performance contract pursuant to section 76.14 operates:

- (a) to cancel the future performance contract as if the future performance contract had never existed; and
  - (b) to cancel, as if the future performance contract had never existed:
    - (i) any consumer transaction that was related to the future performance contract;
    - (ii) any guarantee given with respect to the consideration that was payable pursuant to the future performance contract; and
    - (iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the future performance contract.
- (2) If credit is extended or arranged by a supplier with respect to a future performance contract:
- (a) the credit contract is conditional on the future performance contract, whether or not the credit contract is part of or attached to the future performance contract; and
  - (b) if the future performance contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the future performance contract had never existed.

**“Responsibilities on cancellation**

**76.18(1)** Within 15 days after a future performance contract is cancelled pursuant to section 76.14, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the future performance contract and any related consumer transaction, whether the consideration was paid to the supplier or to another person.

- (2) If goods are delivered to a consumer pursuant to a future performance contract that is cancelled pursuant to section 76.14, within 15 days after the date of cancellation or delivery of the goods, whichever is later, the consumer must return the goods to the supplier unused and in the same condition in which the goods were delivered to the consumer.
- (3) The consumer may return the goods pursuant to subsection (2) by any method that provides the consumer with confirmation of the delivery of the goods to the supplier.
- (4) The supplier must accept a return of goods by a consumer pursuant to subsection (2).
- (5) The supplier is responsible for the reasonable cost of returning goods pursuant to subsection (2).

(6) Goods that are returned by the consumer pursuant to subsection (2) otherwise than by personal delivery are deemed for the purposes of that subsection to have been returned when sent by the consumer to the supplier.

(7) Any breach of the consumer's obligations pursuant to this section is actionable by the supplier as a breach of statutory duty.

**“Recovery of refund**

**76.19** If a consumer has cancelled a future performance contract pursuant to section 76.14 and the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 76.18(1), the consumer may recover the consideration from the supplier by an action in debt.

**“Cancellation of pre-authorized payments**

**76.20** If a future performance contract is cancelled pursuant to this Part, the supplier must cancel any future payments or charges that have been authorized by the consumer.

**“Offence and penalties**

**76.21(1)** No person shall fail to comply with any provision of this Part or the regulations made pursuant to this Part.

(2) Every person who contravenes any provision of this Part or the regulations made pursuant to this Part is guilty of an offence and liable on summary conviction:

(a) for a first offence:

(i) in the case of an individual, to a fine of not more than \$5,000, to imprisonment for a term of not more than one year or to both; and

(ii) in the case of a corporation, to a fine of not more than \$100,000; and

(b) for a second or subsequent offence:

(i) in the case of an individual, to a fine of not more than \$10,000, to imprisonment for a term of not more than one year or to both; and

(ii) in the case of a corporation, to a fine of not more than \$500,000.

**“Directors, etc., of corporations**

**76.22** Every officer, director or agent of a corporation who directed, authorized, assented to, acquiesced in or participated in an act or omission of the corporation that would constitute an offence by the corporation is guilty of that offence and is liable on summary conviction to the penalties provided for the offence whether or not the corporation has been prosecuted or convicted.

**“Regulations**

**76.23** For the purposes of this Part, the Lieutenant Governor in Council may make regulations:

(a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;

- (b) prescribing an amount for the purposes of subclause 76.10(c)(ii);
- (c) exempting from the application of this Part future performance contracts involving:
  - (i) any goods, services or businesses or category of goods, services or businesses; or
  - (ii) any consumer transactions or category of consumer transactions;
- (d) prescribing the information that must be contained in a future performance contract to which this Part applies;
- (e) for the purposes of section 76.13, prescribing the period in which, and the manner in which, a supplier must provide a copy of the future performance contract to the consumer;
- (f) prescribing for the purposes of section 76.15:
  - (i) the means by which a notice of cancellation of a future performance contract must be given to the supplier; and
  - (ii) the time at which a notice of cancellation of a future performance contract is deemed to be given if it is given other than by personal service;
- (g) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (h) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

#### “PART IV.3

#### Personal Development Services Contracts

##### “Interpretation of Part

##### 76.30 In this Part:

- (a) **‘business day’** means a day on which the supplier is open for business;
- (b) **‘consumer’** means an individual who participates in a consumer transaction;
- (c) **‘consumer transaction’** means the supply of services by a supplier to a consumer;
- (d) **‘fee’** means all amounts payable by a consumer to a supplier pursuant to a personal development services contract;
- (e) **‘personal development services’** means:
  - (i) services related to any of the following:
    - (A) health, fitness, dieting or matters of a similar nature;
    - (B) modelling and talent, including photo shoots relating to modelling and talent, or matters of a similar nature;

- (C) martial arts, sports, dancing or similar activities;
- (D) any other prescribed services; and
- (ii) facilities provided for:
  - (A) instruction, training or assistance with respect to any of the services mentioned in subclause (i); and
  - (B) the use by a consumer of any of the services mentioned in subclause (i);
- (f) **‘personal development services contract’** means a contract between a supplier and a consumer for personal development services;
- (g) **‘prescribed’** means prescribed in the regulations made pursuant to this Part;
- (h) **‘services’** means services offered or provided primarily for personal, family or household purposes and includes a membership in a club or organization;
- (i) **‘supplier’** means a person who, in the course of his or her business, participates in a consumer transaction by supplying services to a consumer;
- (j) **‘supply’** includes, with respect to the supply of services to a consumer, a sale, lease or other arrangement.

**“Application of Part**

**76.31(1)** Subject to subsections (2) and (3), this Part applies to personal development services contracts for which:

- (a) payment is required in advance of those services being provided; and
  - (b) the consumer’s total payment obligation under the contract exceeds the prescribed amount.
- (2) This Part does not apply to personal development services contracts involving any of the following:
- (a) personal development services contracts where the supplier is:
    - (i) a non-profit corporation or a co-operative;
    - (ii) a private club that is primarily owned by its members; or
    - (iii) funded or run by a charitable or municipal organization or by the government of Saskatchewan or any of its agencies;
  - (b) any other services or businesses or category of services or businesses exempted by the regulations;
  - (c) any other consumer transactions or category of consumer transactions exempted by the regulations.
- (3) This Part does not apply to a personal development services contract in existence on or before the day on which this section comes into force unless that personal development services contract is extended or renewed after the day on which this section comes into force.

**“Requirements for personal development services contracts**

**76.32** Every personal development services contract shall:

- (a) be in writing; and
- (b) contain the prescribed information.

**“Copy of personal development services contract**

**76.33** After a supplier and a consumer enter into a personal development services contract, the supplier must provide a copy of the contract to the consumer within the prescribed period and in the prescribed manner.

**“Payments not required or accepted**

**76.34** No supplier shall require or accept payment for personal development services from a consumer if:

- (a) the supplier does not have a personal development services contract with the consumer; or
- (b) the supplier has a personal development services contract with the consumer but the personal development services contract does not contain the information required pursuant to clause 76.32(b).

**“Term of contract**

**76.35(1)** In this section, ‘**prepayment of fees**’ means, in relation to any personal development services contract, a fee that is paid or payable before any or all of the agreed services are provided.

(2) No personal development services contract shall be made for a term longer than two years.

(3) Any personal development services contract entered into for a term exceeding two years is void.

(4) A supplier who agrees to provide any personal development services under a personal development services contract must not require or accept prepayment of fees for any period or periods totalling more than 12 months.

**“Renewal or extension of contract**

**76.36** Any personal development services contract that provides for the renewal or extension of the contract beyond the original term of two years is void unless the prescribed requirements are met.

**“One contract per distinct service**

**76.37(1)** No supplier shall enter into a new contract for personal development services with a consumer with whom the supplier has an existing contract for personal development services unless the new contract is for personal development services that are distinctly different from the services provided under the existing contract.

(2) Any new contract entered into in contravention of subsection (1) is void.

(3) For the purposes of subsection (1), a different term or a different commencement date does not constitute a distinct difference in the personal development services to be provided.

(4) Nothing in this section prevents a personal development services contract from being renewed during the term of the contract provided that the renewal meets the requirements set out pursuant to section 76.36.

**“Instalment plan**

**76.38(1)** Every supplier of personal development services pursuant to a personal development services contract shall make available to consumers at least one plan for instalment payments of the fee that allows consumers to make equal monthly payments over the term of the personal development services contract.

(2) No supplier shall provide an instalment payment plan through which the total amount paid by instalments exceeds the fee by more than 25 per cent.

**“Cancellation of personal development services contract**

**76.39(1)** A consumer may, without reason, cancel a personal development services contract within 7 business days after the later of:

- (a) receiving the written copy of the contract pursuant to section 76.33; and
- (b) the day on which all services to be provided for under the contract are available to the consumer.

(2) In addition to the cancellation rights mentioned in subsection (1), a consumer, or a prescribed person, may cancel a personal development services contract:

- (a) within one year after the date on which the consumer entered into the contract if the copy of the contract provided to the consumer pursuant to section 76.33 does not contain the information required pursuant to clause 76.32(b); or
- (b) at any time if:
  - (i) there has been a prescribed material change in the circumstances of the consumer; or
  - (ii) there has been a prescribed material change in the services provided by the supplier.

(3) Section 76.44 does not apply to a cancellation pursuant to clause (2)(b).

(4) If a consumer cancels a personal development services contract pursuant to clause (2)(b), the supplier must:

- (a) within 15 days after the notice of cancellation has been given in accordance with section 76.41, refund to the consumer the amount calculated in the prescribed manner; and
- (b) within 30 days after the notice of cancellation has been given in accordance with section 76.41, return to the consumer every negotiable instrument executed by the consumer in connection with the contract that has not already been negotiated.

**“Trustee for payment where facility unavailable**

**76.40(1)** No supplier shall receive payment from a consumer pursuant to a personal development services contract for personal development services that are not available at the time the payment is made unless the payment is made through a trust corporation that:

- (a) is licensed pursuant to *The Trust and Loan Corporations Act, 1997*; and
- (b) has agreed to act as a trustee for the payment.

(2) Subsection (1) does not apply when:

- (a) the personal development service that is not available is the use of a facility; and
- (b) the consumer has agreed in writing to use another facility provided by the supplier until the facility set out in the contract is available.

(3) Every trustee acting pursuant to subsection (1) shall act in accordance with the regulations made pursuant to this Part.

(4) If a supplier has engaged the services of a trustee pursuant to subsection (1):

- (a) any notice to the trustee is deemed to be notice to the supplier; and
- (b) any money payable by the supplier is payable by the trustee to the extent that the trustee holds sufficient trust funds for that purpose.

**“Notice of cancellation**

**76.41(1)** A personal development services contract is cancelled pursuant to section 76.39 on the giving of a written notice of cancellation in accordance with this section.

(2) A written notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the personal development services contract.

(3) The consumer may give a written notice of cancellation:

- (a) by personal service;
- (b) by registered mail; or
- (c) by any other means set out in the personal development services contract.

(4) If a consumer gives written notice of cancellation by registered mail, the consumer may send or deliver the written notice of cancellation:

- (a) to an address of the supplier set out in the personal development services contract; or
- (b) if the consumer did not receive a written copy of the personal development services contract or there is no address set out in the personal development services contract, to an address of the supplier known to the consumer.

(5) If a written notice of cancellation is given by registered mail, the written notice of cancellation is deemed to have been given on the third day following the date of its mailing, unless the person to whom it is mailed establishes that, through no fault of his, her or its own, the person did not receive the written notice of cancellation or received it at a later date.

**“Court may provide relief against cancellation**

**76.42** If, in the opinion of the court, it would be inequitable for a personal development services contract to be cancelled pursuant to section 76.39, the court may make any order it considers appropriate.

**“Effect of cancellation**

**76.43(1)** The cancellation of a personal development services contract pursuant to section 76.39 operates:

- (a) to cancel the personal development services contract as if the personal development services contract had never existed; and
- (b) to cancel, as if the personal development services contract had never existed:
  - (i) any consumer transaction that was related to the personal development services contract;
  - (ii) any guarantee given with respect to the consideration that was payable pursuant to the personal development services contract; and
  - (iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the personal development services contract.

(2) If credit is extended or arranged by a supplier with respect to a personal development services contract:

- (a) the credit contract is conditional on the personal development services contract, whether or not the credit contract is part of or attached to the personal development services contract; and
- (b) if the personal development services contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the personal development services contract had never existed.

**“Responsibilities on cancellation**

**76.44** Within 15 days after a personal development services contract is cancelled pursuant to section 76.39, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the personal development services contract and any related consumer transaction, whether the consideration was paid to the supplier or to another person.

**“Recovery of refund**

**76.45** If a consumer has cancelled a personal development services contract pursuant to subsection 76.39(1) or clause 76.39(2)(a) and the supplier has not refunded all of the consideration within the 15-day period mentioned in section 76.44, the consumer may recover the consideration from the supplier by an action in debt.

**“Cancellation of pre-authorized payments**

**76.46** If a personal development services contract is cancelled pursuant to this Part, the supplier must cancel any future payments or charges that have been authorized by the consumer.

**“Offence and penalties**

**76.47(1)** No person shall fail to comply with any provision of this Part or the regulations made pursuant to this Part.

(2) Every person who contravenes any provision of this Part or the regulations made pursuant to this Part is guilty of an offence and liable on summary conviction:

- (a) for a first offence:
  - (i) in the case of an individual, to a fine of not more than \$5,000, to imprisonment for a term of not more than one year or to both; and
  - (ii) in the case of a corporation, to a fine of not more than \$100,000; and
- (b) for a second or subsequent offence:
  - (i) in the case of an individual, to a fine of not more than \$10,000, to imprisonment for a term of not more than one year or to both; and
  - (ii) in the case of a corporation, to a fine of not more than \$500,000.

**“Directors, etc., of corporations**

**76.48** Every officer, director or agent of a corporation who directed, authorized, assented to, acquiesced in or participated in an act or omission of the corporation that would constitute an offence by the corporation is guilty of that offence and is liable on summary conviction to the penalties provided for the offence whether or not the corporation has been prosecuted or convicted.

**“Regulations**

**76.49** For the purposes of this Part, the Lieutenant Governor in Council may make regulations:

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) for the purposes of paragraph 76.30(d)(i)(D), prescribing any other services;
- (c) prescribing an amount for the purposes of clause 76.31(1)(b);

- (d) exempting from the application of this Part personal development services contracts involving:
  - (i) any services or businesses or category of services or businesses; or
  - (ii) any consumer transactions or category of consumer transactions;
- (e) for the purposes of clause 76.32(b), prescribing the information that must be contained in a personal development services contract to which this Part applies, including prescribing the form in which certain information must be included in the contract;
- (f) for the purposes of section 76.33, prescribing the period in which, and the manner in which, a supplier must provide a copy of the personal development services contract to the consumer;
- (g) for the purposes of section 76.36, prescribing the requirements to be met for the renewal and extension of a personal development services contract, including prescribing the manner in which the supplier shall deliver a notice to the consumer about the renewal and extension;
- (h) for the purposes of subsection 76.39(2):
  - (i) prescribing persons, or a category of persons, who may cancel a personal development services contract on the consumer's behalf, including setting out the circumstances in which cancellation by a third party is permitted;
  - (ii) prescribing material changes in the circumstances of a consumer that allow the consumer to cancel a personal development services contract at any time; and
  - (iii) prescribing material changes in the services provided by a supplier that allow the consumer to cancel a personal development services contract at any time;
- (i) for the purposes of clause 76.39(4)(a), prescribing the manner in which the amount to be refunded must be calculated;
- (j) for the purposes of section 76.40, prescribing:
  - (i) the circumstances in which a trustee shall refund to a consumer any or all payments received from the consumer;
  - (ii) the circumstances in which a trustee may release funds held pursuant to section 76.40 to a supplier; and
  - (iii) the type and content of notices that a trustee must provide to a consumer;
- (k) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (l) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

**“PART IV.4  
Travel Club Contracts**

**“Interpretation of Part**

**76.50** In this Part:

- (a) **‘consumer’** means an individual who participates in a consumer transaction;
- (b) **‘consumer transaction’** means the supply of services by a supplier to a consumer;
- (c) **‘prescribed’** means prescribed in the regulations made pursuant to this Part;
- (d) **‘services’** means services offered or provided primarily for personal, family or household purposes and includes a membership in a club or organization;
- (e) **‘supplier’** means a person who, in the course of his or her business, participates in a consumer transaction by supplying services to a consumer;
- (f) **‘supply’** includes, with respect to the supply of services to a consumer, a sale, lease or other arrangement;
- (g) **‘travel club contract’** means a contract between a supplier and a consumer for a travel club membership;
- (h) **‘travel club membership’** means a membership in a travel club or vacation club by which the consumer acquires the right to discounts or other benefits on the purchase of transportation, accommodation or other services related to travel, and includes any other prescribed means by which a consumer may acquire these rights.

**“Application of Part**

**76.51(1)** Subject to subsections (2) and (3), this Part applies to travel club contracts for which the total consideration paid by a consumer to enter into a travel club contract, including any ongoing periodic fees, exceeds the prescribed amount.

- (2) This Part does not apply to travel club contracts involving:
  - (a) any services or businesses or category of services or businesses exempted by the regulations; or
  - (b) any consumer transactions or category of consumer transactions exempted by the regulations.
- (3) This Part does not apply to a travel club contract in existence on or before the day on which this section comes into force unless that travel club contract is extended or renewed after the day on which this section comes into force.

**“Requirements for travel club contracts**

**76.52** Every travel club contract shall:

- (a) be in writing; and
- (b) contain the prescribed information.

**“Copy of travel club contract**

**76.53** After a supplier and a consumer enter into a travel club contract, the supplier must provide a copy of the contract to the consumer within the prescribed period and in the prescribed manner.

**“Term of contract**

**76.54(1)** In this section and in section 76.66, **‘prepayment of fees’** means, in relation to any travel club contract, a fee that is paid or payable before any or all of the agreed services are provided.

- (2) No travel club contract shall be made for a term longer than one year.
- (3) Any travel club contract entered into for a term exceeding one year is void.
- (4) A supplier who agrees to provide any services under a travel club contract must not require or accept prepayment of fees in an amount greater than the prescribed amount.

**“Renewal or extension of contract**

**76.55** Any travel club contract that provides for the renewal or extension of the contract beyond the original term of one year is void unless the prescribed requirements are met.

**“One contract per consumer**

**76.56(1)** No supplier shall enter into a new travel club contract with a consumer with whom the supplier has an existing travel club contract.

- (2) Any new contract entered into in contravention of subsection (1) is void.
- (3) Nothing in this section prevents a travel club contract from being renewed during the term of the contract provided that the renewal meets the requirements set out pursuant to section 76.55.

**“Cancellation of travel club contract**

**76.57(1)** A consumer may, without reason, cancel a travel club contract within 10 days after receiving a written copy of the contract pursuant to section 76.53.

- (2) In addition to the cancellation rights mentioned in subsection (1), a consumer may cancel a travel club contract:

- (a) within one year after the date on which the consumer entered into the contract if the copy of the contract provided to the consumer pursuant to section 76.53 does not contain the information required pursuant to clause 76.52(b); or

(b) at any time if the services, discounts or other benefits to be provided under the travel club contract become unavailable or substantially unavailable as provided in the travel club contract as a result of:

- (i) a substantial change in the operation of the travel club; or
- (ii) the supplier's discontinuance of operations.

(3) Section 76.61 does not apply to a cancellation pursuant to clause (2)(b).

(4) If a consumer cancels a travel club contract pursuant to clause (2)(b), the supplier must:

- (a) within 15 days after the notice of cancellation has been given in accordance with section 76.58, refund to the consumer the amount calculated in the prescribed manner; and
- (b) within 30 days after the notice of cancellation has been given in accordance with section 76.58, return to the consumer every negotiable instrument executed by the consumer in connection with the contract that has not already been negotiated.

**“Notice of cancellation**

**76.58(1)** A travel club contract is cancelled pursuant to section 76.57 on the giving of a notice of cancellation in accordance with this section.

(2) A notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the travel club contract.

(3) A notice of cancellation may be given to a supplier by any prescribed means.

(4) If a notice of cancellation is given other than by personal service, the notice of cancellation is deemed to be given at the prescribed time.

**“Court may provide relief against cancellation**

**76.59** If, in the opinion of the court, it would be inequitable for a travel club contract to be cancelled pursuant to section 76.57, the court may make any order it considers appropriate.

**“Effect of cancellation**

**76.60(1)** The cancellation of a travel club contract pursuant to section 76.57 operates:

- (a) to cancel the travel club contract as if the travel club contract had never existed; and
- (b) to cancel, as if the travel club contract had never existed:
  - (i) any consumer transaction that was related to the travel club contract;
  - (ii) any guarantee given with respect to the consideration that was payable pursuant to the travel club contract; and
  - (iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the travel club contract.

(2) If credit is extended or arranged by a supplier with respect to a travel club contract:

- (a) the credit contract is conditional on the travel club contract, whether or not the credit contract is part of or attached to the travel club contract; and
- (b) if the travel club contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the travel club contract had never existed.

**“Responsibilities on cancellation**

**76.61** Within 15 days after a travel club contract is cancelled pursuant to section 76.57, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the travel club contract and any related consumer transaction, whether the consideration was paid to the supplier or to another person.

**“Recovery of refund**

**76.62** If a consumer has cancelled a travel club contract pursuant to subsection 76.57(1) or clause 76.57(2)(a) and the supplier has not refunded all of the consideration within the 15-day period mentioned in section 76.61, the consumer may recover the consideration from the supplier by an action in debt.

**“Cancellation of pre-authorized payments**

**76.63** If a travel club contract is cancelled pursuant to this Part, the supplier must cancel any future payments or charges that have been authorized by the consumer.

**“Offence and penalties**

**76.64(1)** No person shall fail to comply with any provision of this Part or the regulations made pursuant to this Part.

(2) Every person who contravenes any provision of this Part or the regulations made pursuant to this Part is guilty of an offence and liable on summary conviction:

- (a) for a first offence:
  - (i) in the case of an individual, to a fine of not more than \$5,000, to imprisonment for a term of not more than one year or to both; and
  - (ii) in the case of a corporation, to a fine of not more than \$100,000; and
- (b) for a second or subsequent offence:
  - (i) in the case of an individual, to a fine of not more than \$10,000, to imprisonment for a term of not more than one year or to both; and
  - (ii) in the case of a corporation, to a fine of not more than \$500,000.

**“Directors, etc., of corporations**

**76.65** Every officer, director or agent of a corporation who directed, authorized, assented to, acquiesced in or participated in an act or omission of the corporation that would constitute an offence by the corporation is guilty of that offence and is liable on summary conviction to the penalties provided for the offence whether or not the corporation has been prosecuted or convicted.

**“Regulations**

**76.66** For the purposes of this Part, the Lieutenant Governor in Council may make regulations:

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) for the purposes of clause 76.50(h), prescribing any other means by which a consumer may acquire the right to discounts or other benefits on the purchase of transportation, accommodation or other services related to travel;
- (c) prescribing an amount for the purposes of subsection 76.51(1);
- (d) exempting from the application of this Part travel club contracts involving:
  - (i) any services or businesses or category of services or businesses; or
  - (ii) any consumer transactions or category of consumer transactions;
- (e) for the purposes of clause 76.52(b), prescribing the information that must be contained in a travel club contract to which this Part applies, including prescribing the form in which certain information must be included in the contract;
- (f) for the purposes of section 76.53, prescribing the period in which, and the manner in which, a supplier must provide a copy of the travel club contract to the consumer;
- (g) for the purposes of subsection 76.54(4), prescribing the maximum amount of prepayment of fees that a supplier may require or accept;
- (h) for the purposes of section 76.55, prescribing the requirements to be met for the renewal and extension of a travel club contract, including prescribing the manner in which the supplier shall deliver a notice to the consumer about the renewal and extension;
- (i) for the purposes of clause 76.57(4)(a), prescribing the manner in which the amount to be refunded must be calculated;
- (j) prescribing for the purposes of section 76.58:
  - (i) the means by which a notice of cancellation of a travel club contract must be given to the supplier; and
  - (ii) the time at which a notice of cancellation of a travel club contract is deemed to be given if it is given other than by personal service;

- (k) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (l) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

#### “PART IV.5 Remote Contracts

##### “Interpretation of Part

##### 76.70 In this Part:

- (a) **‘consumer’** means an individual who receives or has the right to receive goods or services from a supplier as a result of a purchase, lease or other arrangement;
- (b) **‘consumer transaction’** means the supply of goods or services by a supplier to a consumer as a result of a purchase, lease or other arrangement;
- (c) **‘credit card’** means a card, document or similar instrument by which goods or services may be purchased on deferred payment;
- (d) **‘credit card holder’** means a person to whom a credit card has been issued;
- (e) **‘credit card issuer’** means a person who issues credit cards;
- (f) **‘goods’** means personal property, including fixtures, ordinarily used for personal, family or household purposes, that have been or may be sold, leased or otherwise provided to a consumer;
- (g) **‘prescribed’** means prescribed in the regulations made pursuant to this Part;
- (h) **‘remote contract’** means a consumer transaction that is a contract in which:
  - (i) the consideration for the goods or services exceeds the prescribed amount; and
  - (ii) the contract is entered into when the consumer and the supplier are not physically together;
- (i) **‘services’** means services offered or provided primarily for personal, family or household purposes;
- (j) **‘supplier’** means a person who, in the course of his or her business, provides goods or services to consumers.

##### “Application of Part

76.71(1) Subject to subsections (2) and (3), this Part applies to remote contracts.

- (2) This Part does not apply to remote contracts involving:
- (a) any goods, services or businesses or category of goods, services or businesses exempted by the regulations; or
  - (b) any consumer transactions or category of consumer transactions exempted by the regulations.
- (3) This Part does not apply to a remote contract in existence on or before the day on which this section comes into force unless that remote contract is extended or renewed after the day on which this section comes into force.

**“Disclosure of information**

**76.72** Before entering into a remote contract with a consumer, a supplier must:

- (a) disclose to the consumer the information prescribed for the purposes of this section; and
- (b) satisfy the prescribed requirements.

**“Copy of remote contract**

**76.73(1)** Within 15 days after a supplier and a consumer enter into a remote contract, the supplier must provide to the consumer a copy of the remote contract in writing.

(2) A copy of the remote contract provided pursuant to subsection (1) must include:

- (a) the consumer’s name;
- (b) the date on which the remote contract was entered into; and
- (c) any other prescribed information.

(3) A supplier is considered to have provided to the consumer a copy of the remote contract in accordance with subsection (1) if the copy is sent or otherwise provided to the consumer in the prescribed manner.

**“Cancellation of remote contract**

**76.74(1)** A consumer may cancel a remote contract at any time after the remote contract is entered into until seven days after the consumer receives a copy of the remote contract, if the supplier fails to comply with section 76.72.

(2) In addition to the cancellation rights mentioned in subsection (1), a consumer may cancel a remote contract at any time before delivery of the goods or commencement of the services under the remote contract if:

- (a) the following circumstances are met:
  - (i) a delivery date or a commencement date is not specified in the remote contract; and
  - (ii) the supplier does not deliver the goods or begin the services within 30 days after the date on which the remote contract is entered into;

(b) in the case of goods, the supplier does not deliver the goods within 30 days after:

- (i) the delivery date specified in the remote contract; or
- (ii) an amended delivery date agreed to in writing by the consumer and the supplier;

(c) in the case of travel, transportation or accommodation services, the supplier does not begin the services:

- (i) on the commencement date specified in the remote contract; or
- (ii) on an amended commencement date agreed to in writing by the consumer and the supplier; or

(d) in the case of services other than those services mentioned in clause (c), the supplier does not begin the services within 30 days after:

- (i) the commencement date specified in the remote contract; or
- (ii) an amended commencement date agreed to in writing by the consumer and the supplier.

(3) For the purposes of subsection (2):

(a) a supplier is deemed to have delivered the goods pursuant to a remote contract if:

- (i) delivery was attempted but was refused by the consumer at the time delivery was attempted; or
- (ii) delivery was attempted but not made because no person was available to accept delivery for the consumer on the day for which reasonable notice was given to the consumer that the goods were available to be delivered; and

(b) a supplier is deemed to have commenced the services pursuant to a remote contract if:

- (i) commencement was attempted but refused by the consumer at the time that commencement was attempted; or
- (ii) commencement was attempted but did not occur because no person was available to enable the services to begin on the day for which reasonable notice was given to the consumer that the services were available to begin.

**“Court may provide relief against cancellation**

**76.75** If, in the opinion of the court, it would be inequitable for a remote contract to be cancelled pursuant to section 76.74, the court may make any order it considers appropriate.

**“Notice of cancellation**

**76.76(1)** A remote contract is cancelled pursuant to section 76.74 on the giving of a notice of cancellation in accordance with this section.

(2) A notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the remote contract.

(3) A notice of cancellation may be given to a supplier by any prescribed means.

(4) If a notice of cancellation is given other than by personal service, the notice of cancellation is deemed to be given at the prescribed time.

**“Effect of cancellation**

**76.77(1)** The cancellation of a remote contract pursuant to section 76.74 operates:

- (a) to cancel the remote contract as if the remote contract had never existed; and
- (b) to cancel, as if the remote contract had never existed:
  - (i) any consumer transaction that was related to the remote contract;
  - (ii) any guarantee given with respect to the consideration that was payable pursuant to the remote contract; and
  - (iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the remote contract.

(2) If credit is extended or arranged by a supplier with respect to a remote contract:

- (a) the credit contract is conditional on the remote contract, whether or not the credit contract is part of or attached to the remote contract; and
- (b) if the remote contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the remote contract had never existed.

**“Responsibilities on cancellation**

**76.78(1)** Within 15 days after a remote contract is cancelled pursuant to section 76.74, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the remote contract and any related consumer transaction, whether the consideration was paid to the supplier or to another person.

(2) If goods are delivered to a consumer pursuant to a remote contract that is cancelled pursuant to section 76.74, within 15 days after the date of cancellation or delivery of the goods, whichever is later, the consumer must return the goods to the supplier unused and in the same condition in which the goods were delivered to the consumer.

(3) The consumer may return the goods pursuant to subsection (2) by any method that provides the consumer with confirmation of the delivery of the goods to the supplier.

(4) The supplier must accept a return of goods by a consumer pursuant to subsection (2).

(5) The supplier is responsible for the reasonable cost of returning goods pursuant to subsection (2).

(6) Goods that are returned by the consumer pursuant to subsection (2) otherwise than by personal delivery are deemed for the purposes of that subsection to have been returned when sent by the consumer to the supplier.

(7) Any breach of the consumer's obligations pursuant to this section is actionable by the supplier as a breach of statutory duty.

**“Recovery of refund**

**76.79** If a consumer has cancelled a remote contract pursuant to section 76.74 and the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 76.78(1), the consumer may recover the consideration from the supplier by an action in debt.

**“Consumer's recourse re credit card charges**

**76.80(1)** A consumer who has charged to a credit card account all or any part of the consideration payable pursuant to a remote contract or related consumer transaction may request that the credit card issuer cancel or reverse the credit card charge and any associated interest or other charges if:

(a) the consumer has cancelled the remote contract pursuant to section 76.74; and

(b) the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 76.78(1).

(2) A request made pursuant to subsection (1) must:

(a) be in writing;

(b) contain the prescribed information;

(c) be made within the prescribed period; and

(d) be given to the credit card issuer in the prescribed manner.

(3) A credit card issuer may require a consumer to verify the content of a request made pursuant to subsection (1) by affidavit or declaration.

(4) The credit card issuer must:

(a) acknowledge a request made pursuant to subsection (1) within 30 days after receiving the request; and

(b) if the request meets the requirements set out in subsection (2), cancel or reverse the credit card charge and any associated interest or other charges within two complete billing cycles of the credit card issuer or within 90 days after receiving the request, whichever occurs first.

(5) If a request pursuant to subsection (1) is given other than by personal service, the request is deemed to be given at the prescribed time.

**“Offence and penalties**

**76.81(1)** No person shall fail to comply with any provision of this Part or the regulations made pursuant to this Part.

(2) Every person who contravenes any provision of this Part or the regulations made pursuant to this Part is guilty of an offence and liable on summary conviction:

- (a) for a first offence:
  - (i) in the case of an individual, to a fine of not more than \$5,000, to imprisonment for a term of not more than one year or to both; and
  - (ii) in the case of a corporation, to a fine of not more than \$100,000; and
- (b) for a second or subsequent offence:
  - (i) in the case of an individual, to a fine of not more than \$10,000, to imprisonment for a term of not more than one year or to both; and
  - (ii) in the case of a corporation, to a fine of not more than \$500,000.

**“Directors, etc., of corporations**

**76.82** Every officer, director or agent of a corporation who directed, authorized, assented to, acquiesced in or participated in an act or omission of the corporation that would constitute an offence by the corporation is guilty of that offence and is liable on summary conviction to the penalties provided for the offence whether or not the corporation has been prosecuted or convicted.

**“Regulations**

**76.83** For the purposes of this Part, the Lieutenant Governor in Council may make regulations:

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) prescribing an amount for the purposes of subclause 76.70(h)(i);
- (c) exempting from the application of this Part remote contracts involving:
  - (i) any goods, services or businesses or category of goods, services or businesses; or
  - (ii) any consumer transactions or category of consumer transactions;
- (d) for the purposes of section 76.72:
  - (i) prescribing the information that a supplier must disclose to a consumer before entering into a remote contract to which this Part applies; and
  - (ii) prescribing the requirements that a supplier must satisfy before entering into a remote contract to which this Part applies;

- (e) prescribing for the purposes of section 76.73:
  - (i) the information that must be included in the copy of the remote contract provided to the consumer; and
  - (ii) the manner in which the copy of the remote contract must be provided to the consumer;
- (f) prescribing for the purposes of section 76.76:
  - (i) the means by which a notice of cancellation of a remote contract must be given to the supplier; and
  - (ii) the time at which a notice of cancellation of a remote contract is deemed to be given if it is given other than by personal service;
- (g) prescribing for the purposes of section 76.80:
  - (i) the information that must be included in a request to a credit card issuer to cancel or reverse a credit card charge and any interest or other charges;
  - (ii) the period in which the request must be made;
  - (iii) the manner in which the request must be given to the credit card issuer; and
  - (iv) the time at which the request is deemed to be given if it is given other than by personal service;
- (h) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (i) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part”.

Section 77 repealed

**11 Section 77 is repealed.**

New heading, Part V

**12 The following heading is added before section 78:**

**“PART V  
Coming into Force”.**

R.S.S. 1978, c.S-3 repealed

**13** *The Sale of Training Courses Act* is repealed.

Coming into force

**14** This Act comes into force on proclamation.