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PART II/PARTIE II

REVISED REGULATIONS OF SASKATCHEWAN/ RÈGLEMENTS RÉVISÉS DE LA SASKATCHEWAN

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REVISED REGULATIONS OF SASKATCHEWAN

CHAPTER C-30.1 REG 2*The Consumer Protection Act*

Sections 38, 71, 75.91, 76.23, 76.49, 76.66 and 76.83

Order in Council 786/2007, dated September 26, 2007

(Filed September 27, 2007)

PART I**Title and Interpretation****Title****1** These regulations may be cited as *The Consumer Protection Regulations, 2007*.**Interpretation****2** In these regulations, “**Act**” means *The Consumer Protection Act*.**PART II****Marketplace Practices****Exemptions****3** For the purposes of section 4 of the Act, the following are exempt from the application of Part II of the Act:(a) a type or kind of transaction or proposed transaction respecting a security as defined in *The Securities Act, 1988*;(b) a type or kind of transaction or proposed transaction that is governed by *The Saskatchewan Insurance Act, The Trust and Loan Corporations Act, 1997* or *The Credit Union Act, 1998*.**Service of documents****4** For the purposes of Part II of the Act, any notice, document or legal process that is required to be served pursuant to that Part may be served:

(a) in the case of an individual:

(i) by personal service on that individual; or

(ii) by registered mail addressed to the last known residential address of the individual;

(b) in the case of a supplier, if the supplier is a corporation:

(i) and has no registered office in Saskatchewan, by sending it by registered mail to the address of the corporation as shown on the receipt or other printed matter given to the consumer before or at the time of the transaction or proposed transaction;

- (ii) and the corporation is a manufacturer and its address is not shown on any receipt or other printed matter given to the consumer before or at the time of the transaction or proposed transaction, by sending it by registered mail to the retail seller whose place of business, for the purposes of this section, is deemed to be the registered office of the manufacturer;
 - (iii) by leaving it at, or sending it by registered mail to, the registered office of the corporation;
 - (iv) by personally serving any director, officer, receiver-manager or liquidator of the corporation; or
 - (v) by personally serving any attorney required to be appointed by an extra-provincial corporation registered in Saskatchewan pursuant to *The Business Corporations Act*; and
- (c) in the case of a supplier, if the supplier is not a corporation:
- (i) by leaving it at, or sending it by registered mail to, the supplier's place of business, and if the supplier carries on business at more than one place of business, by leaving it at, or sending it by registered mail, to any of those places of business; or
 - (ii) by personally serving the supplier or any employee of the supplier at the supplier's place of business.

PART III Internet Sales Contracts

Exemption from Part IV.1 of the Act

5(1) Part IV.1 of the Act does not apply to consumer transactions or financial products or services regulated pursuant to:

- (a) the *Bank Act* (Canada);
- (b) the *Cooperative Credit Associations Act* (Canada);
- (c) *The Credit Union Act, 1998*;
- (d) *The Mortgage Brokers Act*;
- (e) *The Real Estate Act*;
- (f) *The Saskatchewan Insurance Act*;
- (g) *The Securities Act, 1988*; or
- (h) *The Trust and Loan Corporations Act, 1997*.

(2) Part IV.1 of the Act does not apply to an Internet sales contract that is also a personal development services contract or a travel club contract.

Amount of consideration to be exceeded re subclause 75.5(e)(i) of the Act

6 For the purposes of subclause 75.5(e)(i) of the Act, the consideration for goods or services must exceed \$50.

Disclosure of information by supplier

7 For the purposes of clause 75.52(1)(a) of the Act, a supplier must disclose the following information to the consumer before entering into an Internet sales contract:

- (a) the name of the supplier and, if different, the name under which the supplier carries on business;
- (b) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (c) if the supplier conducts business by way of other media, such as fax and electronic mail, the other ways by which the consumer can contact the supplier;
- (d) a fair and accurate description of the goods, services or goods and services that are proposed to be the subject of the contract, including any relevant technical specifications;
- (e) an itemized list of the prices of the goods, services or goods and services that are proposed to be the subject of the contract, including taxes and shipping charges;
- (f) a description of any additional charges that may apply as a result of the completion of the contract but that the supplier cannot reasonably determine, such as custom duties and brokerage fees;
- (g) the total amount that would be payable by the consumer under the contract or, if the goods, services or goods and services that are proposed to be the subject of the contract are to be supplied during an indefinite period, the amount and frequency of periodic payments on account of the contract;
- (h) the currency in which the amounts mentioned in clauses (e) to (g) are expressed, if not in Canadian currency;
- (i) the terms and methods of payment on account of the proposed contract;
- (j) the date on which the goods, services or goods and services that are proposed to be the subject of the contract:
 - (i) will be supplied; or
 - (ii) will be supplied initially, and the frequency with which they will be supplied thereafter if they are to be supplied during an indefinite period;
- (k) if applicable, the date on which the services to be supplied under the proposed contract will be completed;
- (l) for goods, the supplier's delivery arrangements, including the name of the carrier, the method of transportation and the place of delivery;
- (m) for services, the place where the services will be provided, the person to whom they will be provided and the supplier's method of providing them, including the name of any person who is to provide the services on the supplier's behalf;

- (n) the supplier's cancellation, return, exchange and refund policies, if any, related to the proposed contract;
- (o) if the proposed contract includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance;
- (p) any other restrictions, limitations and conditions that may apply.

Copy of Internet sales contract

8(1) For the purposes of clause 75.6(2)(c) of the Act, a copy of the Internet sales contract provided by the supplier to the consumer must include the following:

- (a) the name of the supplier and, if different, the name under which the supplier carries on business;
- (b) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (c) if the supplier conducts business by way of other media, such as fax and electronic mail, the other ways by which the consumer can contact the supplier;
- (d) a fair and accurate description of the goods, services or goods and services that are proposed to be the subject of the contract, including any relevant technical specifications;
- (e) an itemized list of the prices of the goods, services or goods and services that are proposed to be the subject of the contract, including taxes and shipping charges;
- (f) a description of any additional charges that may apply as a result of the completion of the contract but that the supplier cannot reasonably determine, such as custom duties and brokerage fees;
- (g) the total amount that would be payable by the consumer under the contract or, if the goods, services or goods and services that are proposed to be the subject of the contract are to be supplied during an indefinite period, the amount and frequency of periodic payments on account of the contract;
- (h) the currency in which the amounts mentioned in clauses (e) to (g) are expressed, if not in Canadian currency;
- (i) the terms and methods of payment on account of the proposed contract;
- (j) the date on which the goods, services or goods and services that are proposed to be the subject of the contract:
 - (i) will be supplied; or
 - (ii) will be supplied initially, and the frequency with which they will be supplied thereafter if they are to be supplied during an indefinite period;

- (k) if applicable, the date on which the services to be supplied under the proposed contract will be completed;
 - (l) for goods, the supplier's delivery arrangements, including the name of the carrier, the method of transportation and the place of delivery;
 - (m) for services, the place where the services will be provided, the person to whom they will be provided and the supplier's method of providing them, including the name of any person who is to provide the services on the supplier's behalf;
 - (n) the supplier's cancellation, return, exchange and refund policies, if any, related to the proposed contract;
 - (o) if the proposed contract includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance;
 - (p) any other restrictions, limitations and conditions that may apply.
- (2) For the purposes of subsection 75.6(3) of the Act, a supplier is considered to have provided the consumer with a copy of the Internet sales contract if the copy is:
- (a) sent by electronic mail to the electronic mail address the consumer has given to the supplier for the purposes of providing information relating to the contract;
 - (b) transmitted by fax to the fax transmission number the consumer has given to the supplier for the purposes of providing information relating to the contract;
 - (c) mailed or delivered to an address the consumer has given to the supplier for the purposes of providing information relating to the contract;
 - (d) provided to the consumer in any other manner that allows the supplier to prove that the consumer has received it.

Notice of cancellation

9(1) For the purposes of subsection 75.7(3) of the Act, a notice of cancellation may be given by a consumer to a supplier by any means, including the following:

- (a) personal service;
 - (b) registered mail;
 - (c) courier;
 - (d) telephone;
 - (e) fax transmission;
 - (f) electronic mail.
- (2) For the purposes of subsection 75.7(4) of the Act, if the notice of cancellation is given other than by personal service, the notice of cancellation is deemed to be given at the time it is sent or transmitted, as the case may be.

Request to cancel or reverse credit card charges

10(1) For the purposes of clause 75.81(2)(b) of the Act, a request to the credit card issuer to cancel or reverse the credit card charges incurred on account of the Internet sales contract that has been cancelled must include the following information:

- (a) the consumer's name;
- (b) the consumer's credit card number;
- (c) the expiry date of the consumer's credit card;
- (d) the supplier's name;
- (e) the date on which the consumer and supplier entered into the Internet sales contract;
- (f) the dollar amount of the consideration charged to the credit card account with respect to the Internet sales contract and related consumer transaction;
- (g) a description sufficient to identify the goods, services or goods and services that were the subject of the Internet sales contract that was cancelled;
- (h) the reason for cancellation of the Internet sales contract pursuant to section 75.61 of the Act;
- (i) the date and means by which notice of cancellation of the Internet sales contract was given by the consumer.

(2) For the purposes of clause 75.81(2)(d) of the Act, a request may be given to the credit card issuer by any means, including the following:

- (a) personal service;
- (b) registered mail;
- (c) courier;
- (d) fax transmission;
- (e) electronic mail.

(3) For the purposes of subsection 75.81(5) of the Act, if the request is given other than by personal service, the request is deemed to be given at the time it is sent or transmitted, as the case may be.

PART IV
Future Performance Contracts

Exemption from Part IV.2 of the Act

11(1) In this section, “**prepaid purchase card**” means an electronic card, written certificate or other voucher or device with a monetary value that is issued or sold in exchange for the future purchase or delivery of goods or services, and includes a gift card and gift certificate.

(2) Part IV.2 of the Act does not apply to consumer transactions or financial products or services regulated pursuant to:

- (a) the *Bank Act* (Canada);
- (b) *The Cemeteries Act, 1999*;
- (c) *The Charitable Fund-raising Businesses Act*;
- (d) the *Cooperative Credit Associations Act* (Canada);
- (e) *The Credit Reporting Act*;
- (f) *The Credit Union Act, 1998*;
- (g) *The Direct Sellers Act*;
- (h) *The Funeral and Cremation Services Act*;
- (i) *The Hearing Aid Sales and Services Act*;
- (j) *The Mortgage Brokers Act*;
- (k) *The Motor Dealers Act*;
- (l) *The Real Estate Act*;
- (m) *The Saskatchewan Insurance Act*;
- (n) *The Securities Act, 1988*; or
- (o) *The Trust and Loan Corporations Act, 1997*.

(3) Part IV.2 of the Act does not apply to a future performance contract that is also an Internet sales contract, a personal development services contract, a travel club contract or a remote contract.

(4) Part IV.2 of the Act does not apply to any of the following:

- (a) the supply of a prepaid purchase card;
- (b) the supply of perishable food or a perishable food product;
- (c) the supply of accommodation;

- (d) the supply of goods and services to one person at the request of another person if:
 - (i) the goods or services are to be supplied on a single occasion and not on an ongoing basis; and
 - (ii) the person requesting the supply of the goods or services pays the price in full at the time of the request.

Amount of consideration to be exceeded re subclause 76.10(c)(ii) of the Act

12 For the purposes of subclause 76.10(c)(ii) of the Act, the consideration for goods or services must exceed \$50.

Contents of future performance contract

13 For the purposes of clause 76.12(b) of the Act, a future performance contract shall contain the following information:

- (a) the name of the consumer;
- (b) the name of the supplier and, if different, the name under which the supplier carries on business;
- (c) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (d) if the supplier conducts business by way of other media, such as fax and electronic mail, the other ways by which the consumer can contact the supplier;
- (e) the date on which the contract is entered into;
- (f) a fair and accurate description of the goods, services or goods and services that are proposed to be the subject of the contract, including any relevant technical specifications;
- (g) an itemized list of the prices of the goods, services or goods and services that are proposed to be the subject of the contract, including taxes and shipping charges;
- (h) a description of any additional charges that may apply as a result of the completion of the contract but that the supplier cannot reasonably determine, such as custom duties and brokerage fees;
- (i) the total amount that would be payable by the consumer under the contract or, if the goods, services or goods and services that are proposed to be the subject of the contract are to be supplied during an indefinite period, the amount and frequency of periodic payments on account of the contract;
- (j) the currency in which the amounts mentioned in clauses (g) to (i) are expressed, if not in Canadian currency;
- (k) the terms and methods of payment on account of the proposed contract;

- (l) the date on which the goods, services or goods and services that are proposed to be the subject of the contract:
 - (i) will be supplied; or
 - (ii) will be supplied initially, and the frequency with which they will be supplied thereafter if they are to be supplied during an indefinite period;
- (m) if applicable, the date on which the services to be supplied under the proposed contract will be completed;
- (n) for goods, the supplier's delivery arrangements, including the name of the carrier, the method of transportation and the place of delivery;
- (o) for services, the place where the services will be provided, the person to whom they will be provided and the supplier's method of providing them, including the name of any person who is to provide the services on the supplier's behalf;
- (p) the supplier's cancellation, return, exchange and refund policies, if any, related to the proposed contract;
- (q) if the proposed contract includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance;
- (r) any other restrictions, limitations and conditions that may apply.

Delivery of copy of future performance contract

14 Within 15 days after a supplier and a consumer enter into a future performance contract, the supplier must provide a copy of the contract to the consumer by:

- (a) sending it by electronic mail to the electronic mail address the consumer has given the supplier for the purposes of providing information relating to the contract;
- (b) transmitting it by fax to the fax transmission number the consumer has given the supplier for the purposes of providing information relating to the contract;
- (c) mailing it or delivering it to an address the consumer has given the supplier for the purposes of providing information relating to the contract; or
- (d) providing it to the consumer in any other manner that allows the supplier to prove that the consumer received it.

Notice of cancellation

15(1) For the purposes of subsection 76.15(3) of the Act, a notice of cancellation may be given by a consumer to a supplier by any of the following means:

- (a) personal service;
- (b) registered mail;
- (c) any other means set out in the future performance contract.

(2) For the purposes of subsection 76.15(4) of the Act, if the notice of cancellation is given by registered mail, the written notice of cancellation is deemed to have been given on the seventh day following the date of its mailing unless the person to whom it was mailed establishes that, through no fault of his or her own, the person did not receive the written notice of cancellation or received it at a later date.

PART V
Personal Development Services Contracts

Amount of consideration to be exceeded re clause 76.31(1)(b) of the Act

16 For the purposes of clause 76.31(1)(b) of the Act, the consideration for goods or services must exceed \$50.

Contents of personal development services contract

17(1) For the purposes of clause 76.32(b) of the Act, a personal development services contract shall contain the following information:

- (a) the name of the consumer;
- (b) the name of the supplier and, if different, the name under which the supplier carries on business;
- (c) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (d) if the supplier conducts business by way of other media, such as fax and electronic mail, the other ways by which the consumer can contact the supplier;
- (e) the names of the following people:
 - (i) the person, if any, who solicited the consumer in connection with the contract;
 - (ii) the person, if any, who negotiated the contract with the consumer;
 - (iii) the person who concluded the contract with the consumer;
- (f) the address of the facility at which the personal development services will be available;
- (g) the date on which the contract is entered into;
- (h) the commencement date of the contract and the date on which the contract expires;
- (i) a list of the basic personal development services that the supplier is to make available to the consumer that fairly and accurately describes each service;
- (j) the total amount that would be payable by the consumer under the contract;
- (k) the reduction, if any, in the price payable by the consumer if a personal development service is not available on the date specified in clause (n);
- (l) the currency in which the amounts mentioned in clauses (j) and (k) are expressed, if not in Canadian currency;
- (m) the terms and methods of payment on account of the proposed contract and the consequences of non-payment of any amount that is payable by the consumer;

- (n) for each personal development service contracted for, the date on which it will be available to the consumer;
 - (o) a statement that if a personal development service is not available at the time the consumer is to make a payment with respect to it, the consumer shall make the payment through the trust corporation named in the contract at the address set out in the contract;
 - (p) a statement of consumer rights as set out in section 18;
 - (q) if the contract provides for the renewal or extension of the contract, a statement describing the requirements for renewal or extension of the contract, including the information set out in section 20;
 - (r) if the proposed contract includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance;
 - (s) any other restrictions, limitations and conditions that may apply.
- (2) If a consumer agrees in writing to use an alternate facility until the primary facility becomes available, the personal development services contract shall contain the following information in addition to the information set out in subsection (1):
- (a) the address of the alternate facility;
 - (b) a list of the personal development services that the supplier is to make available to the consumer at the alternate facility that fairly and accurately describes each service and sets out the price payable for the services on a monthly basis;
 - (c) for each personal development service that the supplier is to make available at the alternate facility, the date on which it will be available to the consumer;
 - (d) the reduction, if any, in the price payable by the consumer if a personal development service is not available at the alternate facility on the date specified in clause (c).

Statement of consumer rights

18(1) The statement of consumer rights mentioned in clause 17(1)(p) must appear in the personal development services contract as follows:

Your Rights under *The Consumer Protection Act*

You may cancel this contract at any time during the period that ends seven (7) business days after the later of the day you receive a written copy of the contract and the day all the services are available. You do not need to give [*supplier's name*] a reason for cancelling during this period.

In addition, there are other grounds that allow you to cancel this contract. You may also have other rights, duties and remedies at law. For more information, you may contact the Consumer Protection Branch, Saskatchewan Justice.

To cancel this contract, you must give notice of cancellation to [*supplier's name*], at [*supplier's address*], by personal service, by registered mail or by any other means set out in the contract.

If you cancel this contract, the supplier has fifteen (15) days to refund any payment you have made.

(2) Subject to subsection (3), the information set out in subsection (1) must be displayed in not less than 10-point type.

(3) The words “Your Rights under *The Consumer Protection Act*” must be displayed in not less than 12-point bold type.

(4) Subject to subsection (5), the statement on consumer rights must appear on the first page of the personal development services contract.

(5) If the statement on consumer rights appears on a page other than the first page of the personal development services contract, there must be a notice on the first page of the contract, in not less than 12-point bold type, indicating where in the contract the statement appears.

Delivery of copy of personal development services contract

19 Within 15 days 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 by:

- (a) sending it by electronic mail to the electronic mail address the consumer has given the supplier for the purposes of providing information relating to the contract;
- (b) transmitting it by fax to the fax transmission number the consumer has given the supplier for the purposes of providing information relating to the contract;
- (c) mailing it or delivering it to an address the consumer has given the supplier for the purposes of providing information relating to the contract; or
- (d) providing it to the consumer in any other manner that allows the supplier to prove that the consumer received it.

Requirements re renewal or extension of contract

20(1) For the purposes of section 76.36 of the Act, a personal development services contract that provides for the renewal or extension of the contract is void unless the supplier complies with the requirements set out in subsection (2).

(2) At least 30 days before the contract expires, but not more than 90 days before that date, the supplier shall deliver to the consumer in the manner specified in the contract pursuant to clause (4)(b):

- (a) a written notice of renewal or extension that:
 - (i) sets out the date of the proposed renewal or extension of the contract;
 - (ii) states that pursuant to *The Consumer Protection Act* the supplier is required to deliver the notice to the consumer in the manner specified in the contract at least 30 days but not more than 90 days before the contract expires;

- (iii) sets out the address of the premises from which the supplier conducts business and information respecting other ways, if any, in which the supplier can be contacted by the consumer, such as the fax number and electronic mail address of the supplier; and
 - (iv) states that the contract will not be renewed or extended if, before the date set out in the notice, the consumer notifies the supplier at the address set out in the notice or by contacting the supplier in some other way as set out in the notice that the consumer does not wish to renew or extend the contract; and
- (b) a copy of the contract that clearly notes all changes that the supplier has made to the contract.
- (3) Subsection (2) does not apply to a contract that provides for successive monthly renewals if the consumer has the option of terminating the contract on one month's notice or less.
- (4) The statement describing the requirements for renewal or extension of a contract mentioned in clause 17(1)(q) must include the following:
- (a) a description of the requirements for renewal or extension of a contract, as set out in subsection (2);
 - (b) the manner in which the supplier shall deliver a notice to the consumer about renewal and extension, which shall be by one of the following methods:
 - (i) mail or personal delivery to an address specified by the consumer in the contract;
 - (ii) electronic mail to an electronic mail address specified by the consumer in the contract;
 - (iii) fax to a fax number specified by the consumer in the contract;
 - (c) a statement that the contract shall be deemed not to be renewed or extended if, at any time before the time for renewal or extension, the consumer notifies the supplier that he or she does not wish to renew or extend the contract.

Person who may cancel contract on behalf of consumer

21 For the purposes of subsection 76.39(2) of the Act, a personal representative of a consumer may cancel a personal development services contract on the consumer's behalf if:

- (a) the consumer is physically disabled or mentally incompetent; or
- (b) the consumer is deceased.

Material change in circumstances of a consumer

22 For the purposes of subclause 76.39(2)(b)(i), the following are material changes in circumstances of the consumer:

- (a) the consumer's death;
- (b) a physical, medical or mental disability of the consumer, substantiated in writing by a duly qualified medical practitioner showing that the consumer's continued participation:
 - (i) is unreasonable because of the consumer's condition; or
 - (ii) is likely to endanger the consumer's health;
- (c) the relocation of the consumer for the remainder of the duration of the contract so that the distance between the consumer and the supplier is more than 30 kilometres greater than when the consumer and the supplier entered into the contract, but only if the supplier does not provide reasonably comparable alternate facilities for the use of the consumer that are not more than 30 kilometres from the consumer's new location.

Material change in the services provided by the supplier

23 For the purposes of subclause 76.39(2)(b)(ii), the following are material changes in the services provided by a supplier:

- (a) if the services are not available or are no longer substantially available as provided in the contract because of the supplier's discontinuance of operation or substantial change in operation; or
- (b) if the supplier relocated the supplier's facility to a location that is more than 10 kilometres from the supplier's former location.

Manner of calculating refund

24(1) For the purposes of clause 76.39(4)(a), if the contract is cancelled as a result of a material change in circumstances of the consumer, the supplier must refund to the consumer the amount R calculated in accordance with the following formula:

$$R = \left(\frac{U}{T} \times CP \right) \times 70\%$$

where:

U is the number of days remaining in the term of the contract at the date of cancellation;

T is the full term of the contract expressed in days; and

CP is all cash payments made under the contract.

(2) For the purposes of clause 76.39(4)(a), if the contract is cancelled as a result of a material change in the services provided by the supplier, the supplier must refund to the consumer the amount R calculated in accordance with the following formula:

$$R = \frac{U}{T} \times CP$$

where:

U is the number of days remaining in the term of the contract at the date of cancellation;

T is the full term of the contract expressed in days; and

CP is all cash payments made under the contract.

Requirements of trust corporations

25(1) For the purposes of section 76.40 of the Act, the trustee shall, on receiving any payment from a consumer, provide the consumer with written confirmation of receipt of the payment and of the fact that the payment will be dealt with in accordance with the Act and the regulations.

(2) No trustee shall release funds received from a consumer to a supplier until the personal development services are available.

(3) If a consumer cancels a personal development services contract in accordance with the Act, the trustee shall release the funds held pursuant to section 76.40 of the Act to that consumer.

(4) If a facility is not available for use on the day specified in the contract, the trustee shall refund all payments received from the consumer unless the consumer agrees in writing to permit the trustee to retain the payment.

(5) No permission given pursuant to subsection (4) applies for longer than 90 days but a subsequent permission may be given on the expiration of a permission.

PART VI
Travel Club Contracts

Amount of consideration to be exceeded re subsection 76.51(1) of the Act

26 For the purposes of subsection 76.51(1) of the Act, the consideration for goods or services must exceed \$50.

Contents of travel club contract

27 For the purposes of clause 76.52(b) of the Act, a travel club contract shall contain the following information:

- (a) the name of the consumer;
- (b) the name of the supplier and, if different, the name under which the supplier carries on business;

- (c) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (d) if the supplier conducts business by way of other media, such as fax and electronic mail, the other ways by which the consumer can contact the supplier;
- (e) the names of the following people:
 - (i) the person, if any, who solicited the consumer in connection with the contract;
 - (ii) the person, if any, who negotiated the contract with the consumer;
 - (iii) the person who concluded the contract with the consumer;
- (f) the date on which, and the place where, the contract is entered into;
- (g) the commencement date of the contract and the date on which the contract expires;
- (h) a fair and accurate description of the consumer's rights to discounts or other benefits on the purchase of transportation, accommodation or other services related to travel;
- (i) an itemized list setting out:
 - (i) the amount of any one-time payment payable by the consumer on entering into the contract and the goods or services, or goods and services, for which it is payable;
 - (ii) the amount of each additional one-time payment payable by the consumer and the goods or services, or goods and services, for which each payment is payable;
 - (iii) the amount and frequency of periodic payments payable by the consumer and the goods or services, or goods and services, for which each payment is payable;
- (j) the total amount that would be payable by the consumer under the contract;
- (k) the currency in which the amounts mentioned in clauses (i) and (j) are expressed, if not in Canadian currency;
- (l) the terms and methods of payment on account of the proposed contract and the consequences of non-payment of any amount that is payable by the consumer;
- (m) a statement of consumer rights as set out in section 28;
- (n) if the contract provides for the renewal or extension of the contract, a statement describing the requirements for renewal or extension of the contract, including the information set out in section 31;
- (o) any other restrictions, limitations and conditions that may apply.

Statement of consumer rights

28(1) The statement of consumer rights mentioned in clause 27(m) must appear in the travel club contract as follows:

Your Rights under *The Consumer Protection Act*

You may cancel this contract at any time during the period that ends ten (10) days after the later of the day you receive a written copy of the contract and the day all the services are available. You do not need to give [*supplier's name*] a reason for cancelling during this period.

In addition, there are other grounds that allow you to cancel this contract. You may also have other rights, duties and remedies at law. For more information, you may contact the Consumer Protection Branch, Saskatchewan Justice.

To cancel this contract, you must give notice of cancellation to [*supplier's name*], at [*supplier's address*], by personal service, by registered mail or by any other means set out in the contract.

If you cancel this contract, the supplier has fifteen (15) days to refund any payment you have made.

(2) Subject to subsection (3), the information set out in subsection (1) must be displayed in not less than 10-point type.

(3) The words "Your Rights under *The Consumer Protection Act*" must be displayed in not less than 12-point bold type.

(4) Subject to subsection (5), the statement on consumer rights must appear on the first page of the travel club contract.

(5) If the statement on consumer rights appears on a page other than the first page of the travel club contract, there must be a notice on the first page of the contract, in not less than 12-point bold type, indicating where in the contract the statement appears.

Delivery of copy of travel club contract

29 Within 15 days after a supplier and a consumer enter into a travel club contract, the supplier must provide a copy of the contract to the consumer by:

(a) sending it by electronic mail to the electronic mail address the consumer has given the supplier for the purposes of providing information relating to the contract;

(b) transmitting it by fax to the fax transmission number the consumer has given the supplier for the purposes of providing information relating to the contract;

(c) mailing it or delivering it to an address the consumer has given the supplier for the purposes of providing information relating to the contract; or

(d) providing it to the consumer in any other manner that allows the supplier to prove that the consumer received it.

Prepayment of fees

30 For the purposes of subsection 76.54(4) of the Act, a supplier must not require or accept prepayment of fees in excess of \$500.

Requirements re renewal or extension of contract

31(1) For the purposes of section 76.55 of the Act, a travel club contract that provides for the renewal or extension of the contract is void unless the supplier complies with the requirements set out in subsection (2).

(2) At least 30 days before the contract expires, but not more than 90 days before that date, the supplier shall deliver to the consumer in the manner specified in the contract pursuant to clause (4)(b):

- (a) a written notice of renewal or extension that:
 - (i) sets out the date of the proposed renewal or extension of the contract;
 - (ii) states that pursuant to *The Consumer Protection Act* the supplier is required to deliver the notice to the consumer in the manner specified in the contract at least 30 days but not more than 90 days before the contract expires;
 - (iii) sets out the address of the premises from which the supplier conducts business and information respecting other ways, if any, in which the supplier can be contacted by the consumer, such as the fax number and electronic mail address of the supplier; and
 - (iv) states that the contract will not be renewed or extended if, before the date set out in the notice, the consumer notifies the supplier at the address set out in the notice or by contacting the supplier in some other way as set out in the notice that the consumer does not wish to renew or extend the contract; and
- (b) a copy of the contract that clearly notes all changes that the supplier has made to the contract.

(3) Subsection (2) does not apply to a contract that provides for successive monthly renewals if the consumer has the option of terminating the contract on one month's notice or less.

(4) The statement describing the requirements for renewal or extension of a contract mentioned in clause 27(n) must include the following:

- (a) a description of the requirements for renewal or extension of a contract, as set out in subsection (2);
- (b) the manner in which the supplier shall deliver a notice to the consumer about renewal and extension, which shall be by one of the following methods:
 - (i) mail or personal delivery to an address specified by the consumer in the contract;
 - (ii) electronic mail to an electronic mail address specified by the consumer in the contract;
 - (iii) fax to a fax number specified by the consumer in the contract;

(c) a statement that the contract shall be deemed not to be renewed or extended if, at any time before the time for renewal or extension, the consumer notifies the supplier that he or she does not wish to renew or extend the contract.

Manner of calculating refund

32 For the purposes of clause 76.57(4)(a), the supplier must refund to the consumer the amount R calculated in accordance with the following formula:

$$R = \frac{U}{T} \times CP$$

where:

U is the number of days remaining in the term of the contract at the date of cancellation;

T is the full term of the contract expressed in days; and

CP is all cash payments made under the contract.

Notice of cancellation

33(1) For the purposes of subsection 76.58(3) of the Act, a notice of cancellation may be given by a consumer to a supplier by any of the following means:

- (a) personal service;
- (b) registered mail;
- (c) any other means set out in the travel club contract.

(2) For the purposes of subsection 76.58(4) of the Act, if the notice of cancellation is given by registered mail, the written notice of cancellation is deemed to have been given on the seventh day following the date of its mailing unless the person to whom it was mailed establishes that, through no fault of his or her own, the person did not receive the written notice of cancellation or received it at a later date.

PART VII Remote Contracts

Exemption from Part IV.5 of the Act

34(1) Part IV.5 of the Act does not apply to consumer transactions or financial products or services regulated pursuant to:

- (a) the *Bank Act* (Canada);
- (b) the *Cooperative Credit Associations Act* (Canada);
- (c) *The Credit Union Act, 1998*;
- (d) *The Mortgage Brokers Act*;

- (e) *The Real Estate Act*;
- (f) *The Saskatchewan Insurance Act*;
- (g) *The Securities Act, 1988*; or
- (h) *The Trust and Loan Corporations Act, 1997*.

(2) Part IV.5 of the Act does not apply to a remote contract that is also a personal development services contract, travel club contract or an Internet sales contract.

Amount of consideration to be exceeded re subclause 76.70(h)(i) of the Act

35 For the purposes of subclause 76.70(h)(i) of the Act, the consideration for goods or services must exceed \$50.

Disclosure of information by supplier

36 For the purposes of clause 76.72(a) of the Act, a supplier must disclose the following information to the consumer before entering into a remote contract:

- (a) the name of the supplier and, if different, the name under which the supplier carries on business;
- (b) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (c) if the supplier conducts business by way of other media, such as fax and electronic mail, the other ways by which the consumer can contact the supplier;
- (d) a fair and accurate description of the goods, services or goods and services that are proposed to be the subject of the contract, including any relevant technical specifications;
- (e) an itemized list of the prices of the goods, services or goods and services that are proposed to be the subject of the contract, including taxes and shipping charges;
- (f) a description of any additional charges that may apply as a result of the completion of the contract but that the supplier cannot reasonably determine, such as custom duties and brokerage fees;
- (g) the total amount that would be payable by the consumer under the contract or, if the goods, services or goods and services that are proposed to be the subject of the contract are to be supplied during an indefinite period, the amount and frequency of periodic payments on account of the contract;
- (h) the currency in which the amounts mentioned in clauses (e) to (g) are expressed, if not in Canadian currency;
- (i) the terms and methods of payment on account of the proposed contract;
- (j) the date on which the goods, services or goods and services that are proposed to be the subject of the contract:
 - (i) will be supplied; or
 - (ii) will be supplied initially, and the frequency with which they will be supplied thereafter if they are to be supplied during an indefinite period;

- (k) if applicable, the date on which the services to be supplied under the proposed contract will be completed;
- (l) for goods, the supplier's delivery arrangements, including the name of the carrier, the method of transportation and the place of delivery;
- (m) for services, the place where the services will be provided, the person to whom they will be provided and the supplier's method of providing them, including the name of any person who is to provide the services on the supplier's behalf;
- (n) the supplier's cancellation, return, exchange and refund policies, if any, related to the proposed contract;
- (o) if the proposed contract includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance;
- (p) any other restrictions, limitations and conditions that may apply.

Express opportunity to accept or decline contract

37 For the purposes of clause 76.72(b), before a supplier enters into a contract with a consumer, the supplier shall provide the consumer with an express opportunity:

- (a) to accept or decline the contract; and
- (b) immediately before entering into the contract, to correct any errors.

Copy of remote contract

38(1) For the purposes of clause 76.73(2)(c) of the Act, a copy of the remote contract provided by the supplier to the consumer must include the following:

- (a) the name of the supplier and, if different, the name under which the supplier carries on business;
- (b) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (c) if the supplier conducts business by way of other media, such as fax and electronic mail, the other ways by which the consumer can contact the supplier;
- (d) a fair and accurate description of the goods, services or goods and services that are proposed to be the subject of the contract, including any relevant technical specifications;
- (e) an itemized list of the prices of the goods, services or goods and services that are proposed to be the subject of the contract, including taxes and shipping charges;
- (f) a description of any additional charges that may apply as a result of the completion of the contract but that the supplier cannot reasonably determine, such as custom duties and brokerage fees;
- (g) the total amount that would be payable by the consumer under the contract or, if the goods, services or goods and services that are proposed to be the subject of the contract are to be supplied during an indefinite period, the amount and frequency of periodic payments on account of the contract;
- (h) the currency in which the amounts mentioned in clauses (e) to (g) are expressed, if not in Canadian currency;

- (i) the terms and methods of payment on account of the proposed contract;
 - (j) the date on which the goods, services or goods and services that are proposed to be the subject of the contract:
 - (i) will be supplied; or
 - (ii) will be supplied initially, and the frequency with which they will be supplied thereafter if they are to be supplied during an indefinite period;
 - (k) if applicable, the date on which the services to be supplied under the proposed contract will be completed;
 - (l) for goods, the supplier's delivery arrangements, including the name of the carrier, the method of transportation and the place of delivery;
 - (m) for services, the place where the services will be provided, the person to whom they will be provided and the supplier's method of providing them, including the name of any person who is to provide the services on the supplier's behalf;
 - (n) the supplier's cancellation, return, exchange and refund policies, if any, related to the proposed contract;
 - (o) if the proposed contract includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance;
 - (p) any other restrictions, limitations and conditions that may apply.
- (2) For the purposes of subsection 76.73(3) of the Act, a supplier is considered to have provided the consumer with a copy of the remote contract if the copy is:
- (a) sent by electronic mail to the electronic mail address the consumer has given to the supplier for the purposes of providing information relating to the contract;
 - (b) transmitted by fax to the fax transmission number the consumer has given to the supplier for the purposes of providing information relating to the contract;
 - (c) mailed or delivered to an address the consumer has given to the supplier for the purposes of providing information relating to the contract;
 - (d) provided to the consumer in any other manner that allows the supplier to prove that the consumer has received it.

Notice of cancellation

39(1) For the purposes of subsection 76.76(3) of the Act, a notice of cancellation may be given by a consumer to a supplier by any means, including the following:

- (a) personal service;
 - (b) registered mail;
 - (c) courier;
 - (d) telephone;
 - (e) fax transmission;
 - (f) electronic mail.
- (2) For the purposes of subsection 76.76(4) of the Act, if the notice of cancellation is given other than by personal service, the notice of cancellation is deemed to be given at the time it is sent or transmitted, as the case may be.

Request to cancel or reverse credit card charges

40(1) For the purposes of clause 76.80(2)(b) of the Act, a request to the credit card issuer to cancel or reverse the credit card charges incurred on account of the remote contract that has been cancelled must include the following information:

- (a) the consumer's name;
 - (b) the consumer's credit card number;
 - (c) the expiry date of the consumer's credit card;
 - (d) the supplier's name;
 - (e) the date on which the consumer and supplier entered into the remote contract;
 - (f) the dollar amount of the consideration charged to the credit card account with respect to the remote contract and related consumer transaction;
 - (g) a description sufficient to identify the goods, services or goods and services that were the subject of the remote contract that was cancelled;
 - (h) the reason for cancellation of the remote contract pursuant to section 76.74 of the Act;
 - (i) the date and means by which notice of cancellation of the remote contract was given by the consumer.
- (2) For the purposes of clause 76.80(2)(d) of the Act, a request may be given to the credit card issuer by any means, including the following:
- (a) personal service;
 - (b) registered mail;
 - (c) courier;
 - (d) fax transmission;
 - (e) electronic mail.
- (3) For the purposes of subsection 76.80(5) of the Act, if the request is given other than by personal service, the request is deemed to be given at the time it is sent or transmitted, as the case may be.

PART VIII**Repeal and Coming into Force****R.R.S. c.C-30.1 Reg 1 repealed**

41 *The Consumer Protection Regulations* are repealed.

Coming into force

42(1) Subject to subsection (2), these regulations come into force on the day on which section 10 of *The Consumer Protection Amendment Act, 2006* comes into force.

(2) If these regulations are filed with the Registrar of Regulations after the day on which section 10 of *The Consumer Protection Amendment Act, 2006* comes into force, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 97/2007*The Municipalities Act*

Subsection 403(3)

Minister's Order, dated September 14, 2007

(Filed September 26, 2007)

Title

1 These regulations may be cited as *The Municipalities Amendment Regulations, 2007*.

R.R.S. c.M-36.1 Reg 1 amended

2 *The Municipalities Regulations* are amended in the manner set forth in these regulations.

Section 69 amended

3 **The following subsection is added after subsection 69(2):**

“(3) Form H.2 is the form to be used for the monthly statement of account required by section 311.1 of the Act”.

Appendix amended

4 The following form is added after Form H.1 of Part I of the Appendix:

“ Form H.2
[Section 69]

Monthly Statement of Account of School Taxes

_____ in account with the _____
(name of municipality) *(name of school division)*

(administrator's/clerk's name) *(telephone no.)* *(fax no.)*

This is to certify that this municipality has collected school division taxes during this month of

_____, _____, **as follows:**
(month) *(year)*

Gross School Division taxes collected before penalties or discounts \$ _____

Other Collections:

Grants in lieu of taxes \$ _____

Share of tax title property sale proceeds \$ _____

Other (explanation) \$ _____

Penalties collected during month \$ _____

LESS: Current Levy Discounts (_____%) \$ _____

TOTAL COVERED BY CHEQUE ENCLOSED \$ _____

Adjustments

(Provide written details. For example:

abatements, cancellations, tax collection costs, etc.)

\$ _____

Dated at _____, Saskatchewan, this _____ day of _____, 20__.

(Administrator)

NOTE:

As per section 311.1(1) of *The Municipalities Act*, this form is to be completed and mailed to the School Division together with the municipality's cheque on or before the 10th day of each month, except in the months of January and September.

A separate monthly statement is to be completed for each month.

If there are no collections in any month submit a 'NIL' report.

Copy 1 - Mail to School Division

Copy 2 - Retain on file for Municipal Auditor".

Coming into force

5(1) Subject to subsection (2), these regulations come into force on January 1, 2008.

(2) If these regulations are filed with the Registrar of Regulations after January 1, 2008, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 98/2007

The Public Service Act, 1998

Section 39

Order in Council 783/2007, dated September 26, 2007

(Filed September 27, 2007)

Title

1 These regulations may be cited as *The Ministerial Assistant Employment Amendment Regulations, 2007*.

R.R.S. c.P-42 Reg 2, new sections 20.2 to 20.4

2 **The following sections are added after section 20.1 of *The Ministerial Assistant Employment Regulations, 1993*:**

"Adoption leave supplemental benefits

20.2(1) In this section:

- (a) **'eligible ministerial assistant'** means a ministerial assistant who:
 - (i) is adopting a child and has been granted leave for that reason;
 - (ii) has completed at least 20 continuous weeks of service with a minister or the Government of Saskatchewan or any board, commission or Crown corporation of the Government of Saskatchewan; and
 - (iii) is receiving special benefits;

- (b) **‘regular salary’** means:
- (i) in the case of an eligible ministerial assistant who was employed on a full-time basis immediately before taking adoption leave, the regular salary that the ministerial assistant was receiving immediately before taking adoption leave, but not including any other supplementary payments the ministerial assistant was receiving;
 - (ii) in the case of an eligible ministerial assistant who was employed on less than a full-time basis immediately before taking adoption leave, the regular salary of a full-time ministerial assistant in the position of the eligible ministerial assistant immediately before taking adoption leave, prorated by the average amount of work, expressed as a percentage of full-time employment, that the eligible ministerial assistant worked:
 - (A) if the eligible ministerial assistant was employed continuously for at least one year before taking adoption leave, over the year of employment immediately before taking adoption leave;
 - (B) if the eligible ministerial assistant was employed for less than one year before taking adoption leave, over the period that the eligible ministerial assistant was employed;
- (c) **‘special benefits’** means special benefits pursuant to the *Employment Insurance Act* (Canada) based on the eligible ministerial assistant having a child placed with the ministerial assistant for the purpose of adoption.
- (2) Notwithstanding any other provision of these regulations but subject to subsections (3) to (7), an eligible ministerial assistant is entitled to be paid an amount equal to the difference between:
- (a) 95% of the eligible ministerial assistant’s regular salary; and
 - (b) the gross amount of any special benefits that the eligible ministerial assistant is receiving for each week of the adoption leave.
- (3) An eligible ministerial assistant is entitled to receive payments pursuant to this section:
- (a) commencing on a date two weeks before the date that the eligible ministerial assistant began to receive special benefits; and
 - (b) subject to subsection (4), for a period that expires 17 weeks from the date mentioned in clause (a).
- (4) No payment pursuant to this section may be made for a period longer than 17 weeks.
- (5) Before receiving a payment pursuant to this section, the eligible ministerial assistant shall provide the eligible ministerial assistant’s minister with a written undertaking in which the eligible ministerial assistant agrees:
- (a) to serve with the minister for a period of one week for every week that the eligible ministerial assistant received a payment pursuant to this section; and
 - (b) if the eligible ministerial assistant fails to provide the service required by clause (a), to repay the amount, or a prorated amount based on the number of weeks that were not served, of the total payment received pursuant to this section.

(6) The eligible ministerial assistant's minister may waive the requirement that the eligible ministerial assistant comply with a written undertaking provided pursuant to subsection (5) if:

- (a) the eligible ministerial assistant has died;
- (b) the eligible ministerial assistant has suffered a severe and prolonged disability;
- (c) the position that the eligible ministerial assistant filled before taking adoption leave has been abolished; or
- (d) there are any other circumstances that the minister considers exceptional.

(7) If the person who was the eligible ministerial assistant's minister at the time the eligible ministerial assistant first became entitled to receive a payment pursuant to this section ceases to be a minister, the discretion provided in subsection (6) may be exercised by:

- (a) the person who is appointed as a minister in place of the eligible ministerial assistant's first minister; or
- (b) if no person is appointed as mentioned in clause (a), the President of the Executive Council.

“Parental leave supplemental benefits

20.3(1) In this section:

- (a) **‘eligible ministerial assistant’** means a ministerial assistant who:
 - (i) is eligible to receive parental benefits pursuant to the *Employment Insurance Act* (Canada) with respect to a new-born child, has been granted leave for the purpose of caring for the new-born child and is not the birth mother of the new-born child and is not receiving any payments pursuant to section 20.1 or 20.2 with respect to the new-born child;
 - (ii) has completed at least 20 continuous weeks of service with a minister or the Government of Saskatchewan or any board, commission or Crown corporation of the Government of Saskatchewan; and
 - (iii) is receiving special benefits;
- (b) **‘regular salary’** means:
 - (i) in the case of an eligible ministerial assistant who was employed on a full-time basis immediately before taking parental leave, the regular salary that the ministerial assistant was receiving immediately before taking parental leave, but not including any other supplementary payments the ministerial assistant was receiving;

- (ii) in the case of an eligible ministerial assistant who was employed on less than a full-time basis immediately before taking parental leave, the regular salary of a full-time ministerial assistant in the position of the eligible ministerial assistant immediately before taking parental leave, prorated by the average amount of work, expressed as a percentage of full-time employment, that the eligible ministerial assistant worked:
- (A) if the eligible ministerial assistant was employed continuously for at least one year before taking parental leave, over the year of employment immediately before taking parental leave;
 - (B) if the eligible ministerial assistant was employed for less than one year before taking parental leave, over the period that the eligible ministerial assistant was employed;
- (c) **‘special benefits’** means special benefits pursuant to the *Employment Insurance Act* (Canada) based on the eligible ministerial assistant taking parental leave to care for a new-born child.
- (2) Notwithstanding any other provision of these regulations but subject to subsections (3) to (7), an eligible ministerial assistant is entitled to be paid an amount equal to the difference between:
- (a) 95% of the eligible ministerial assistant’s regular salary; and
 - (b) the gross amount of any special benefits that the eligible ministerial assistant is receiving for each week of the parental leave.
- (3) An eligible ministerial assistant is entitled to receive payments pursuant to this section:
- (a) commencing on a date two weeks before the date that the eligible ministerial assistant began to receive special benefits; and
 - (b) subject to subsection (4), for a period that expires 17 weeks from the date mentioned in clause (a).
- (4) No payment pursuant to this section may be made for a period longer than 17 weeks.
- (5) Before receiving a payment pursuant to this section, the eligible ministerial assistant shall provide the eligible ministerial assistant’s minister with a written undertaking in which the eligible ministerial assistant agrees:
- (a) to serve with the minister for a period of one week for every week that the eligible ministerial assistant received a payment pursuant to this section; and
 - (b) if the eligible ministerial assistant fails to provide the service required by clause (a), to repay the amount, or a prorated amount based on the number of weeks that were not served, of the total payment received pursuant to this section.

(6) The eligible ministerial assistant's minister may waive the requirement that the eligible ministerial assistant comply with a written undertaking provided pursuant to subsection (5) if:

- (a) the eligible ministerial assistant has died;
- (b) the eligible ministerial assistant has suffered a severe and prolonged disability;
- (c) the position that the eligible ministerial assistant filled before taking adoption leave has been abolished; or
- (d) there are any other circumstances that the minister considers exceptional.

(7) If the person who was the eligible ministerial assistant's minister at the time the eligible ministerial assistant first became entitled to receive a payment pursuant to this section ceases to be a minister, the discretion provided in subsection (6) may be exercised by:

- (a) the person who is appointed as a minister in place of the ministerial assistant's first minister; or
- (b) if no person is appointed as mentioned in clause (a), the President of the Executive Council".

Coming into force

3(1) Subject to subsection (2), these regulations come into force on October 1, 2007.

(2) If these regulations are filed with the Registrar of Regulations after October 1, 2007, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 99/2007

The Farm Financial Stability Act

Sections 22, 24, 33 and 84

Order in Council 784/2007, dated September 26, 2007

(Filed September 27, 2007)

Title

1 These regulations may be cited as *The Canada-Saskatchewan Specified Risk Material Management Program Amendment Regulations, 2007*.

R.R.S. c.F-8.001 Reg 32 amended

2 *The Canada-Saskatchewan Specified Risk Material Management Program Regulations* are amended in the manner set forth in these regulations.

Section 2 amended

3 **Clause 2(1) is repealed and the following substituted:**

“(1) ‘**review committee**’ means the review committee established pursuant to section 12.1”.

Section 6 amended**4 Clause 6(b) is repealed and the following substituted:**

“(b) involves:

- (i) the construction or upgrading of a CFIA approved facility, or a licensed packing plant, to meet the requirements of the enhanced feed ban regulations; or
- (ii) the transportation of rendered specified risk material originating in Saskatchewan to a CFIA approved facility that is located outside Saskatchewan”.

Section 9 amended**5 Subsection 9(3) is repealed and the following substituted:**

“(3) The minister may make an interim assistance payment to the eligible applicant in an amount not exceeding 25% of the estimated costs of the approved eligible project that were provided to the minister pursuant to subsection 8(3) if the minister is satisfied that:

- (a) the eligible applicant has complied with subsection (2); and
- (b) the amount of the interim payment to which the eligible applicant is entitled in accordance with these regulations is at least \$10,000”.

Section 10 amended

(1) Subsection 10(2) is amended by striking out “subsections (3) and (4)” and substituting “subsections (3) to (6)”.

(2) The following subsections are added after subsection 10(4):

“(4.1) Subject to subsection (4.2), for the purposes of these regulations, the amount of an assistance payment for transporting rendered specified risk material originating in Saskatchewan to a CFIA approved facility that is located outside Saskatchewan is the actual cost to transport the rendered specified risk material to a maximum of \$30 per tonne.

“(4.2) The maximum amount of assistance payments that may be made to an eligible applicant for transporting rendered specified risk material originating in Saskatchewan to a CFIA approved facility that is located outside Saskatchewan is \$50,000”.

(3) Subsections 10(5) and (6) are repealed and the following substituted:

“(5) The minister may make an assistance payment in the following manner:

- (a) an interim assistance payment if:
 - (i) the eligible applicant complies with subsection 9(2); and
 - (ii) the amount of the interim assistance payment to which the eligible applicant is entitled in accordance with these regulations is at least \$10,000;

(b) one project completion payment if the eligible applicant complies with subsection 9(1); and

(c) the release of the amount held back pursuant to subsection (6).

“(6) The minister shall hold back 10% of any assistance payment, including any interim assistance payment, until the eligible applicant submits proof satisfactory to the minister that the eligible applicant’s approved eligible project meets the requirements of the enhanced feed ban regulations”.

Section 11 amended

7 The following subsection is added after subsection 11(4):

“(5) Notwithstanding subsections (1) to (4), none of the costs associated with transporting rendered specified risk material originating in Saskatchewan to a CFIA approved facility that is located outside Saskatchewan are eligible to be reimbursed as prorated assistance payments if the minister is required to make prorated assistance payments pursuant to this section”.

Section 12 amended

8 Subsection 12(2) is repealed and the following substituted:

“(2) The minister may refer any request pursuant to subsection (1) to the review committee for a recommendation as to whether the minister’s initial decision was made in accordance with these regulations”.

New section 12.1

9 The following section is added after section 12:

“Review committee

12.1(1) A review committee is established composed of four members appointed by the minister.

(2) The review committee shall act in an advisory capacity to the minister and shall consider any requests referred to the committee by the minister pursuant to section 12.

(3) The members of the review committee hold office at the pleasure of the minister for a term not exceeding five years and until a successor is appointed.

(4) If a member of the review committee dies or resigns, the person ceases to be a member of the review committee on the date of death or the date that the person’s written notice of resignation is received by the minister, as the case may be.

(5) A vacancy in the membership of the review committee does not impair the power of the remaining members to act.

(6) At the first meeting of the review committee and annually after that, the review committee shall elect a chairperson and a vice-chairperson from among its members.

(7) Subject to any directions from the minister, the review committee may:

(a) determine its own rules and procedures and the method of calling meetings and of giving notice to members of the review committee; and

(b) establish its own procedures and priorities respecting the handling of requests referred to the committee by the minister pursuant to section 12.

- (8) Members of the review committee are entitled:
- (a) subject to any directives issued by Treasury Board, to remuneration for their services at rates approved by the minister; and
 - (b) to reimbursement for their expenses incurred in the performance of their responsibilities in accordance with the rates paid to members of the public service of Saskatchewan.
- (9) The review committee shall maintain:
- (a) any documents and information that may be required in the performance of the review committee's responsibilities; and
 - (b) any other documents and information that the minister may require.
- (10) The review committee shall provide to the minister, within the period set by the minister:
- (a) the documents and information mentioned in subsection (9); and
 - (b) any reports respecting the performance of the review committee's responsibilities that the minister may require.
- (11) The minister may provide the review committee with any supplies and the services of any employees under the minister's administration that the minister considers to be required to assist the review committee in performing its responsibilities pursuant to these regulations".

Coming into force

- 10** These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 100/2007

The Farm Financial Stability Act

Sections 22, 24, 33 and 84

Order in Council 785/2007, dated September 26, 2007

(Filed September 27, 2007)

Title

- 1** These regulations may be cited as *The Meat Processing Investment Rebate Program Amendment Regulations, 2007*.

R.R.S. c.F-8.001 Reg 29 amended

- 2** *The Meat Processing Investment Rebate Program Regulations* are amended in the manner set forth in these regulations.

Section 2 amended**3 Section 2 is amended:**

- (a) by repealing clause (a); and
- (b) by repealing clause (i) and substituting the following:

“(i) ‘**review committee**’ means the review committee established pursuant to section 10.1”.

Section 4 repealed**4 Section 4 is repealed.****Section 5 amended****5 The following clause is added after clause 5(1)(a):**

- “(a.1) utilize an existing processing facility:
- (i) that was registered pursuant to the *Meat Inspection Act* (Canada);
 - (ii) with respect to which the eligible applicant satisfies the minister that either:
 - (A) the processing facility is eligible to be registered pursuant to the *Meat Inspection Act*; or
 - (B) the eligible applicant will apply to register the processing facility pursuant to that Act; and
 - (iii) that has not been used to process any animals for a period that the minister is satisfied shows that the eligible applicant is proposing to use the processing facility to develop new capacity for the processing of meat products”.

Section 6 amended**6(1) The following clause is added after clause 6(1)(i):**

“(i.1) costs related to buildings, improvements or other structures on land”.

(2) Clause 6(2)(i) is repealed and the following substituted:

“(i) costs relating to land”.

Section 9 amended**7 Subsection 9(2) is repealed and the following substituted:**

“(2) An investment rebate is a rebate in the amount of 15% of the eligible expenditures mentioned in section 6, and that rebate is to be made in the following manner:

- (a) an interim payment if:
 - (i) the eligible applicant complies with subsection 8(2); and
 - (ii) the amount of the interim payment to which the eligible applicant is entitled in accordance with these regulations is at least \$50,000;
- (b) one project completion payment if the eligible applicant complies with subsection 8(1); and
- (c) the release of the amount held back pursuant to subsection (3)”.

Section 10 amended**8 Subsection 10(2) is repealed and the following substituted:**

“(2) The minister may refer any request pursuant to subsection (1) to the review committee for a recommendation as to whether the minister’s initial decision was made in accordance with these regulations”.

New section 10.1**9 The following section is added after section 10:****“Review committee**

10.1(1) A review committee is established composed of four members appointed by the minister.

(2) The review committee shall act in an advisory capacity to the minister and shall consider any requests referred to the committee by the minister pursuant to section 10.

(3) The members of the review committee hold office at the pleasure of the minister for a term not exceeding five years and until a successor is appointed.

(4) If a member of the review committee dies or resigns, the person ceases to be a member of the review committee on the date of death or the date that the person’s written notice of resignation is received by the minister, as the case may be.

(5) A vacancy in the membership of the review committee does not impair the power of the remaining members to act.

(6) At the first meeting of the review committee and annually after that, the review committee shall elect a chairperson and a vice-chairperson from among its members.

(7) Subject to any directions from the minister, the review committee may:

(a) determine its own rules and procedures and the method of calling meetings and of giving notice to members of the review committee; and

(b) establish its own procedures and priorities respecting the handling of requests referred to the committee by the minister pursuant to section 10.

(8) Members of the review committee are entitled:

(a) subject to any directive issued by Treasury Board, to remuneration for their services at rates approved by the minister; and

(b) to reimbursement for their expenses incurred in the performance of their responsibilities in accordance with the rates paid to members of the public service of Saskatchewan.

(9) The review committee shall maintain:

(a) any documents and information that may be required in the performance of the review committee’s responsibilities; and

(b) any other documents and information that the minister may require.

(10) The review committee shall provide to the minister, within the period set by the minister:

- (a) the documents and information mentioned in subsection (9); and
- (b) any reports respecting the performance of the review committee's responsibilities that the minister may require.

(11) The minister may provide the review committee with any supplies and the services of any employees under the minister's administration that the minister considers to be required to assist the review committee in performing its responsibilities pursuant to these regulations".

Coming into force

10 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 101/2007

The Freedom of Information and Protection of Privacy Act

Section 69

Order in Council 787/2007, dated September 26, 2007

(Filed September 27, 2007)

Title

1 These regulations may be cited as *The Freedom of Information and Protection of Privacy Amendment Regulations, 2007*.

R.R.S. c.F-22.01 Reg 1 amended

2 *The Freedom of Information and Protection of Privacy Regulations* are amended in the manner set forth in these regulations.

Section 13 amended

3 Clause 13(b) is repealed and the following substituted:

“(b) sections 88, 89 or 92 of *The Child Care Regulations, 2001*”.

Section 14 amended

4 Section 14 is amended:

(a) in clause (d) by striking out “Department of Environment and Resource Management” and substituting “Department of Environment”; and

(b) in clause (j) by striking out “*The Coroners Act*” and substituting “*The Coroners Act, 1999*”.

Section 16 amended

5 Section 16 is amended:**(a) by repealing clauses (h) and (h.1) and substituting the following:**

“(h) in the case of credit information, by the Saskatchewan Housing Corporation, the Agricultural Credit Corporation of Saskatchewan and the Department of Advanced Education and Employment to a credit reporting agency that is licensed pursuant to *The Credit Reporting Act*, where:

(i) there is an arrangement for the exchange of information between:

(A) the government institution; and

(B) the credit reporting agency; and

(ii) the application for a loan to which the information relates was made prior to October 1, 1992;

“(h.1) in the case of credit information, by the Department of Community Resources or the Department of Advanced Education and Employment or an agent of either department to a credit reporting agency that is licensed pursuant to *The Credit Reporting Act*, where:

(i) there is an arrangement for the exchange of information between:

(A) the department or its agent; and

(B) the credit reporting agency; and

(ii) the information relates to a debt owing to the Government of Saskatchewan and is being disclosed for the purpose of facilitating the collection of that debt”;

(b) in clause (h.2) in the portion preceding subclause (i) by striking out “*The Credit Reporting Agencies Act*” and substituting “*The Credit Reporting Act*”; and

(c) in clause (h.3) in the portion preceding subclause (i) by striking out “*The Credit Reporting Agencies Act*” and substituting “*The Credit Reporting Act*”.

New section 19

6 Section 19 is repealed and the following substituted:**“Oath of office**

19(1) For the purposes of subsection 44(1) of the Act, the following oath or affirmation is prescribed for the commissioner:

I, , do swear/solemnly affirm that I will faithfully and impartially perform and discharge the duties and functions of the Information and Privacy Commissioner and that I will not, except as provided in *The Freedom of Information and Protection of Privacy Act* or in *The Local Authority Freedom of Information and Protection of Privacy Act*, divulge any information received by me in the exercise of my powers or the performance of my duties and functions under those Acts.

(2) For the purposes of subsection 44(2) of the Act, the following oath or affirmation is prescribed for the members of the staff of the commissioner:

I, , do swear/solemnly affirm that I will faithfully and impartially perform and discharge the duties and functions of my office as an employee of the Information and Privacy Commissioner and that I will not, except as provided in *The Freedom of Information and Protection of Privacy Act* or in *The Local Authority Freedom of Information and Protection of Privacy Act*, divulge any information received by me in the exercise of my powers or the performance of my duties and functions under those Acts”.

Appendix amended

7 Part I of the Appendix is amended:

- (a) **by striking out** “Education Infrastructure Financing Corporation”;
- (b) **by striking out** “Farm Tenure Arbitration Board”;
- (c) **by striking out** “First Nations and Métis Peoples and Justice Reform Commission”;
- (d) **by striking out** “Office of the Rentalsman” **and substituting** “Office of Residential Tenancies”;
- (e) **by adding** “Public Complaints Commission” **after** “Public and Private Rights Board”; **and**
- (f) **by striking out** “Saskatchewan Property Management Corporation”.

Coming into force

8 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 102/2007*The Local Authority Freedom of Information
and Protection of Privacy Act*

Section 57

Order in Council 788/2007, dated September 26, 2007

(Filed September 27, 2007)

Title

1 These regulations may be cited as *The Local Authority Freedom of Information and Protection of Privacy Amendment Regulations, 2007*.

R.R.S. c.L-27.1 Reg 1 amended

2 *The Local Authority Freedom of Information and Protection of Privacy Regulations* are amended in the manner set forth in these regulations.

Section 9 amended

3 **Clause 9(j) is amended by striking out “*The Coroners Act*” and substituting “*The Coroners Act, 1999*”.**

Appendix amended

4(1) Part I of the Appendix is repealed and the following substituted:

“PART I**Boards, Commissions and Other Bodies Prescribed as Local Authorities***[Subclause 2(f)(v) of the Act]*

1. A board, commission or other body established pursuant to *The Cities Act*
2. A board, commission or other body established pursuant to *The Municipalities Act*
3. A board, association, commission or other organization appointed pursuant to *The Northern Municipalities Act*”.

(2) Part II of the Appendix is amended:**(a) by repealing Item 3 and substituting the following:**

“3. health care organizations as defined in *The Regional Health Services Act*”; **and**

(b) by repealing Item 7 and substituting the following:

“7. Saskatchewan Cancer Agency”.

(3) Part III of the Appendix is amended by repealing Form B and substituting the following:

“ Form B

[Subsections 38(1) and (3) of the Act]

Request for Review

Freedom of
information

Request for Review

Send this form to: Information and Privacy Commissioner

Application No.: _____ *(For Commissioner's Use)*

Reason For Request

- I have been refused access to all or part of the record
- I have been notified that the record does not exist/cannot be found.
- I have been notified that the existence of the record shall neither be confirmed nor denied.
- I have not received a reply to my application, which I submitted _____ days ago.
- I disagree with the need to extend the 30-day response period.
- My correction to a personal information record was not accepted as correct/verifiable.
- I am a third party, and I wish to request a review of a decision to give access to a record that affects my interests.

Details of Request

Local Authority	Date of Application	Application Number
Please explain the details of your request, attaching a supporting documentation if possible. Use additional pages if required.		

Applicant Information

Name	Telephone
Address	Postal Code
Signature	Date

White - Commissioner

Yellow - Local Authority

Pink - Applicant

”

Coming into force

5 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 103/2007*The Safer Communities and Neighbourhoods Act*

Section 64

Order in Council 789/2007, dated September 26, 2007

(Filed September 27, 2007)

Title

1 These regulations may be cited as *The Safer Communities and Neighbourhoods Amendment Regulations, 2007*.

R.R.S. c.S-0.1 Reg 1, new section 3.1

2 **The following section is added after section 3 of *The Safer Communities and Neighbourhoods Regulations*:**

“Other methods or materials of fortification

3.1 The following methods or materials are prescribed for the purposes of subclause 38(1)(b)(v) of the Act:

- (a) metal screens or mesh on exterior doors or windows with a gauge that exceeds normal usage for insect or pest control;
- (b) armoured or specially reinforced walls;
- (c) armoured or specially reinforced exterior fencing;
- (d) the use of razor wire, barbed wire, embedded glass, nails or other sharp items in, on or around an exterior fence;
- (e) structural impediments placed in windows or doors that will negatively affect access to or exit from the property;
- (f) trenches, pillars, barriers or other impediments designed to impede motor vehicle access to the property;
- (g) surveillance equipment that is directed to property external to the property on which the building is located”.

Coming into force

3 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 104/2007*The Apprenticeship and Trade Certification Act, 1999*

Section 54

Order in Council 790/2007, dated September 26, 2007

(Filed September 27, 2007)

Title

1 These regulations may be cited as *The Apprenticeship and Trade Certification Amendment Regulations, 2007*.

R.R.S. c.A-22.2 Reg 3 amended

2 *The Apprenticeship and Trade Certification Regulations, 2003* are amended in the manner set forth in these regulations.

Part IV heading amended

3 The heading to Part IV is amended by striking out “Barber Stylist and Cosmetologist Trades” and substituting “Hairstylist Trade”.

Section 28 amended

4(1) Subsection 28(1) is amended by striking out “barber stylist trade” and substituting “hairstylist trade”.

(2) The following subsection is added after subsection 28(2):

“(2.1) For the purposes of this section:

(a) a person who holds a valid cosmetologist or barber stylist learner’s certificate issued pursuant to these regulations is deemed to meet the learner’s certificate requirements;

(b) a person who holds a valid cosmetologist or barber stylist special permit issued pursuant to these regulations is deemed to meet the special permit requirements;

(c) a person who holds a valid cosmetologist or barber stylist journeyperson certificate issued pursuant to these regulations is deemed to meet the journeyperson certificate of qualification requirements”.

Section 29 repealed

5 Section 29 is repealed.

Section 33 amended

6 The following subsections are added after subsection 33(15):

“(16) Notwithstanding subsections (3) to (6), during the period commencing on November 1, 2007 and ending on October 31, 2008, an employer may employ in the designated trade or subtrade or the designated sector, as the case may be, in addition to the number of apprentices permitted by those subsections, one or more apprentices who have completed all the requirements for advancement into the final apprenticeship year of the appropriate apprenticeship program.

“(17) For the purposes of subsection (16), ‘**apprenticeship program**’ means an apprenticeship program within the meaning of *The Apprenticeship and Trade Certification Commission Regulations*”.

Appendix amended

7(1) The Appendix is amended as set forth in this section.

(2) Column 2 of Table 1 is amended:

(a) opposite “Agriculture, Tourism and Service”:

(i) by striking out “barber stylist,”;

(ii) by striking out “cosmetologist,”;

**(iii) by adding “, hairstylist” after “guest services representative”;
and**

(iv) by adding “meat cutter, ” after “locksmith,”;

(b) opposite “Construction”:

(i) by adding “cabinetmaker, ” after “bricklayer,”; and

**(ii) by adding “construction craft labourer, ” after “concrete finisher,”;
and**

**(c) opposite “Production and Maintenance” by adding “rig technician,”
after “*refrigeration mechanic”.**

(3) Column 3 in Part I of Table 2 is amended:

(a) opposite “Construction”:

(i) by adding “– Cabinetmaker” after “– Bricklayer”; and

**(ii) by adding “– Construction craft labourer” after “– Concrete
finisher,”; and**

**(b) opposite “Production and Maintenance” by adding “– Rig
technician,” after “*Refrigeration mechanic”.**

(4) Column 2 in Part II of Table 2 is amended:

(a) by striking out “– Barber stylist”;

(b) by striking out “– Cosmetologist”;

(c) by adding “– Hairstylist” after “– Guest services representative”; and

(d) by adding “– Meat cutter” after “– Locksmith”.

(5) Column 3 of Table 3 is amended:

(a) opposite “Construction”:

(i) by adding “– Cabinetmaker” after “– Bricklayer”; and

**(ii) by adding “– Construction craft labourer” after “– Concrete
finisher”;**

**(b) opposite “Production and Maintenance” by adding “– Rig
technician,” after “– *Refrigeration mechanic”; and**

- (c) **opposite “Agriculture, Tourism and Service”:**
- (i) **by striking out “– Barber stylist”;**
 - (ii) **by striking out “– Cosmetologist”;**
 - (iii) **by adding “– Hairstylist” after “– Guest services representative”;**
and
 - (iv) **by adding “– Meat cutter” after “– Locksmith”.**
- (6) **Column 1 of Table 5 is amended:**
- (a) **by striking out “Barber Stylist” and substituting “Hairstylist”; and**
 - (b) **by striking out “Cosmetologist”.**
- (7) **Table 6 is amended:**
- (a) **by striking out the row starting with “Barber Stylist”;**
 - (b) **by striking out the row starting with “Cosmetologist”;**
 - (c) **by adding the following row after the row starting with “Drywall and Acoustical Mechanic”:**

“Electronics assembler	3	1”; and
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 - (d) **by adding the following row after the row starting with “Guest Services Representative”:**

“Hairstylist	3	1”.
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Coming into force

8 These regulations come into force on the day on which they are filed with the Registrar of Regulations.