

*The  
Consumer Protection  
and Business  
Practices  
Regulations*

*being*

Chapter C-30.2 Reg 1 (effective September 1, 2014) as  
amended by Saskatchewan Regulations [72/2015](#).

**NOTE:**

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.



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## CHAPTER C-30.2 REG 1

### *The Consumer Protection and Business Practices Act*

#### PART I

#### Preliminary Matters

##### Title

**1-1** These regulations may be cited as *The Consumer Protection and Business Practices Regulations*.

##### Interpretation

**1-2** In these regulations, “**Act**” means *The Consumer Protection and Business Practices Act*.

4 Jly 2014 cC-30.2 Reg 1 s1-2.

##### Service of documents

**1-3** Unless otherwise provided in the Act or these regulations, any document or notice required by the Act or these regulations to be served on any person 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 sending it by registered mail to, or 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 extraprovincial 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.

4 Jly 2014 cC-30.2 Reg 1 s1-3.

## PART II Marketplace Practices

### Application of Part II of Act

**2-1** For the purposes of section 5 of the Act, the following are exempt from the application of Part II of the Act:

- (a) a transaction or proposed transaction respecting a security as defined in *The Securities Act, 1988*;
- (b) a transaction or proposed transaction that is governed by *The Saskatchewan Insurance Act, The Trust and Loan Corporations Act, 1997, The Credit Union Act, 1985, The Credit Union Act, 1998, The Mortgage Brokerages and Mortgages Administrators Act* or *The Payday Loans Act*.

4 Jly 2014 cC-30.2 Reg 1 s2-1.

## PART III Consumer Contracts

### DIVISION 1 General

#### Interpretation of Part

**3-1** In this Part, “**credit card issuer**” means a person who issues credit cards.

4 Jly 2014 cC-30.2 Reg 1 s3-1.

#### Value of contract

**3-2** For the purposes of clause 45(2)(e) of the Act, the Act does not apply to any consumer contract for which the total consideration paid by a consumer to enter into the contract does not exceed \$50.

4 Jly 2014 cC-30.2 Reg 1 s3-2.

DIVISION 2  
**Internet Sales Contracts, Future Performance  
Contracts and Remote Contracts**

**Application of Division**

**3-3(1)** Subject to section 3-4, this Division applies to internet sales contracts, future performance contracts and remote contracts, as defined in Part V of the Act.

(2) If a contract meets the definition of more than one type of contract mentioned in this Division, the following rules apply:

(a) an internet sales contract that is also a future performance contract or a remote contract is deemed to be an internet sales contract;

(b) a remote contract that is also a future performance contract is deemed to be a remote contract.

4 Jly 2014 cC-30.2 Reg 1 s3-3.

**Exemptions**

**3-4(1)** This Division does not apply to an internet sales contract, a remote contract or a future performance contract for 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, 1985*;
- (d) *The Credit Union Act, 1998*;
- (e) *The Mortgage Brokerages and Mortgage Administrators Act*;
- (f) *The Payday Loans Act*;
- (g) *The Real Estate Act*;
- (h) *The Saskatchewan Insurance Act*;
- (i) *The Securities Act, 1988*;
- (j) *The Trust and Loan Corporations Act, 1997*.

(2) In addition to the Acts listed in subsection (1), this Division does not apply to a future performance contract for consumer transactions or financial products or services regulated pursuant to:

- (a) *The Cemeteries Act, 1999*;
- (b) *The Charitable Fund-raising Businesses Act*;
- (c) *The Credit Reporting Act*;
- (d) *The Direct Sellers Act*;
- (e) *The Funeral and Cremation Services Act*;
- (f) *The Hearing Aid Sales and Services Act*;
- (g) Part V of these regulations.

(3) The provisions of this Division that apply to future performance contracts do not apply to any of the following:

- (a) the supply of a prepaid purchase card, as defined in section 47 of the Act;
- (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.

(4) This Division does not apply to an internet sales contract, a future performance contract or a remote contract that is also a personal development services contract or travel club contract.

(5) In subsection (6), “**public utility**” means a system or works used to provide one or more of the following for public consumption, benefit, convenience or use:

- (a) water;
- (b) sewage disposal;
- (c) drainage;
- (d) electrical power;
- (e) heat;
- (f) natural or manufactured gas;
- (g) waste management;
- (h) residential street or road lighting.

(6) This Division does not apply to an internet sales contract, a future performance contract or a remote contract for the supply of public utilities by a Crown corporation, municipality or municipal district pursuant to:

- (a) *The Cities Act*;
- (b) *The Municipalities Act*;
- (c) *The Northern Municipalities Act, 2010*;
- (d) *The Power Corporation Act*; or
- (e) *The SaskEnergy Act*.



**Contents of contract**

**3-5** Every internet sales contract, future performance contract and remote contract is required to contain the following information:

- (a) the consumer's name;
- (b) the date on which the contract is entered into;
- (c) the name of the supplier and, if different, the name under which the supplier carries on business;
- (d) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (e) if the supplier conducts business by way of other media, such as fax and email, the other ways by which the consumer can contact the supplier;
- (f) a fair and accurate description of the goods, services or goods and services that are 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 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 payable by the consumer under the contract or, if the goods, services or goods and services that are 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 contract;
- (l) the date on which the goods, services or goods and services that are 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 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 contract;
- (q) if the 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.

4 Jly 2014 cC-30.2 Reg 1 s3-5.

**Disclosure of information**

**3-6(1)** Before entering into an internet sales contract or a remote contract with a consumer, a supplier must:

- (a) disclose to the consumer the information contained in clauses 3-5(c) to (r); and
  - (b) provide to the consumer an express opportunity:
    - (i) to accept or decline the contract; and
    - (ii) to correct errors immediately before entering into the contract.
- (2) A supplier is considered to have disclosed to the consumer the information required in subsection (1) if the information is:
- (a) prominently displayed in a clear and comprehensible manner; and
  - (b) made accessible in a manner that ensures that the consumer:
    - (i) can access the information; and
    - (ii) is able to retain and print the information.

4 Jly 2014 cC-30.2 Reg 1 s3-6.

**Copy of contract**

**3-7** Within 15 days after a supplier and a consumer enter into an internet sales contract, a future performance contract or a remote contract, the supplier must provide to the consumer a copy of the contract:

- (a) by sending it by email to the email address the consumer has given the supplier for the purposes of providing information relating to the contract;
- (b) by transmitting it by fax to the fax number the consumer has given the supplier for the purposes of providing information relating to the contract;
- (c) by mailing it or delivering it to an address the consumer has given the supplier for the purposes of providing information relating to the contract;
- (d) by leaving it with the consumer at the time the contract is entered into, if applicable; or

- (e) in any other manner that allows the supplier to prove that the consumer received it and that the information relating to the contract is:
  - (i) prominently displayed in a clear and comprehensible manner; and
  - (ii) made accessible in a manner that ensures that the consumer:
    - (A) can access the information; and
    - (B) is able to retain and print the information.

4 Jly 2014 cC-30.2 Reg 1 s3-7.

#### **Cancellation of contract**

- 3-8(1)** A consumer may cancel an internet sales contract or a remote contract at any time after the contract is entered into until seven days after the consumer receives a copy of the contract, if the supplier does not comply with section 3-6.
- (2) A consumer may cancel an internet sales contract or a remote contract within 30 days after the date the contract is entered into, if the supplier does not provide to the consumer a copy of the contract in accordance with section 3-7.
- (3) A consumer may cancel a future performance contract not later than one year after the date on which the contract is entered into if:
- (a) the supplier does not provide to the consumer a copy of the contract in accordance with section 3-7; or
  - (b) the contract does not contain the information required pursuant to section 3-5.
- (4) In addition to the cancellation rights mentioned in subsections (1) to (3), but subject to subsection (5), a consumer may cancel an internet sales contract, a future performance contract or a remote contract at any time before delivery of the goods or commencement of the services under the contract if:
- (a) in the case of goods, the supplier does not deliver the goods within 30 days after:
    - (i) the delivery date specified in the contract; or
    - (ii) an amended delivery date agreed to in writing by the consumer and the supplier;
  - (b) in the case of services other than those services mentioned in subsection (5), the supplier does not begin the services within 30 days after:
    - (i) the commencement date specified in the contract; or
    - (ii) an amended commencement date agreed to in writing by the consumer and the supplier; or
  - (c) a delivery date or commencement date is not specified in the contract and the supplier does not deliver the goods or begin the services within 30 days after the date on which the contract is entered into.

- (5) Notwithstanding subsection (4), if an internet sales contract or a remote contract is for travel, transportation or accommodation services, or a future performance contract is for travel or transportation services, a consumer may cancel the contract at any time before commencement of the services under the contract if the supplier does not begin the services:
- (a) on the commencement date specified in the contract; or
  - (b) on an amended commencement date agreed to in writing by the consumer and the supplier.
- (6) For the purposes of subsections (4) and (5):
- (a) a supplier is deemed to have delivered the goods pursuant to an internet sales contract, a future performance contract or 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 an internet sales contract, a future performance contract or 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.

4 Jly 2014 cC-30.2 Reg 1 s3-8.

**Court may provide relief against cancellation**

**3-9** If, in the opinion of the court, it would be inequitable for an internet sales contract, a future performance contract or a remote contract to be cancelled pursuant to section 3-8, the court may make any order it considers appropriate.

4 Jly 2014 cC-30.2 Reg 1 s3-9.

**Notice of cancellation**

**3-10(1)** An internet sales contract, a future performance contract or a remote contract is cancelled pursuant to section 3-8 on the giving of 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 contract.

- (3) A notice of cancellation of an internet sales contract or a remote contract:
- (a) may be given by a consumer to a supplier by any means, including the following:
    - (i) personal service;
    - (ii) registered mail;
    - (iii) courier;
    - (iv) telephone;
    - (v) fax;
    - (vi) email; and
  - (b) is deemed to be given at the time it is sent or transmitted, as the case may be.
- (4) A notice of cancellation of a future performance contract:
- (a) may be given by a consumer to a supplier by any of the following means:
    - (i) personal service;
    - (ii) registered mail;
    - (iii) email;
    - (iv) any other means set out in the contract; and
  - (b) if given by:
    - (i) registered mail, 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 notice of cancellation or received it at a later date;
    - (ii) email, is deemed to have been given at the time it is sent or transmitted.

4 Jly 2014 cC-30.2 Reg 1 s3-10.

**Effect of cancellation**

**3-11(1)** The cancellation of an internet sales contract, a future performance contract or a remote contract pursuant to section 3-8 operates:

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

(2) If credit is extended or arranged by a supplier with respect to an internet sales contract, a future performance contract or a remote contract:

(a) the credit contract is conditional on the internet sales contract, future performance contract or remote contract, whether or not the credit contract is part of or attached to the internet sales contract, future performance contract or remote contract; and

(b) if the internet sales contract, future performance contract or remote contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the internet sales contract, future performance contract or remote contract had never existed.

4 Jly 2014 cC-30.2 Reg 1 s3-11.

#### **Responsibilities on cancellation**

**3-12(1)** Within 15 days after an internet sales contract, a future performance contract or a remote contract is cancelled pursuant to section 3-8, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the 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 an internet sales contract, a future performance contract or a remote contract that is cancelled pursuant to section 3-8, 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.

4 Jly 2014 cC-30.2 Reg 1 s3-12.

#### **Recovery of refund**

**3-13** If a consumer has cancelled an internet sales contract, a future performance contract or a remote contract pursuant to section 3-8 and the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 3-12(1), the consumer may recover the consideration from the supplier pursuant to section 91 of the Act.

4 Jly 2014 cC-30.2 Reg 1 s3-13.

**Cancellation of pre-authorized payments**

**3-14(1)** Subject to subsection (2), if an internet sales contract, a future performance contract or a remote contract is cancelled pursuant to this Division, the supplier must cancel any future payments or charges that have been authorized by the consumer.

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

(a) within 30 days after the cancellation of the contract:

(i) the consumer and supplier enter into a new contract; and

(ii) the new contract is for the supply of the same goods or services that were to be supplied under the cancelled contract; and

(b) the consumer has authorized future payments or charges for those goods or services that the consumer is to receive from the supplier under the new contract.

(3) Notwithstanding subsection (1), a consumer who has charged a credit card account for all or any part of the consideration payable pursuant to an internet sales contract, a future performance contract or a remote contract, or a 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 internet sales contract, future performance contract or remote contract pursuant to section 3-8; and

(b) the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 3-12(1).

(4) A request made pursuant to subsection (3) must:

(a) be in writing; and

(b) contain the following:

(i) the consumer's name;

(ii) the consumer's credit card number;

(iii) the expiry date of the consumer's credit card;

(iv) the supplier's name;

(v) the date on which the consumer and supplier entered into the internet sales contract, future performance contract or remote contract;

(vi) the dollar amount of the consideration charged to the credit card account with respect to the internet sales contract, future performance contract or remote contract, or the related consumer transaction;

(vii) a description sufficient to identify the goods, services or goods and services that were the subject of the internet sales contract, future performance contract or remote contract that was cancelled;

- (viii) the reason for cancellation of the internet sales contract, future performance contract or remote contract pursuant to section 3-8;
  - (ix) the date and means by which notice of cancellation of the internet sales contract, future performance contract or remote contract was given by the consumer.
- (5) A request made pursuant to subsection (3) may be given to the credit card issuer by any means, including the following:
- (a) personal service;
  - (b) registered mail;
  - (c) courier;
  - (d) fax;
  - (e) email.
- (6) A request given pursuant to subsection (3) is deemed to be given at the time it is sent or transmitted, as the case may be.
- (7) A credit card issuer may require a consumer to verify the content of a request made pursuant to subsection (3) by affidavit or declaration.
- (8) The credit card issuer must:
- (a) acknowledge a request made pursuant to subsection (3) within 30 days after receiving the request; and
  - (b) if the request meets the requirements set out in subsection (4), 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.

4 Jly 2014 cC-30.2 Reg 1 s3-14.

### DIVISION 3

#### Personal Development Services Contracts

##### Interpretation of Division

**3-15** In this Division, “**fee**” means all amounts payable by a consumer to a supplier pursuant to a personal development services contract.

4 Jly 2014 cC-30.2 Reg 1 s3-15.

##### Application of Division

**3-16** This Division applies to personal development services contracts.

4 Jly 2014 cC-30.2 Reg 1 s3-16.

##### Contract in writing

**3-17** Every personal development services contract must be in writing.

4 Jly 2014 cC-30.2 Reg 1 s3-17.



**Contents of personal development services contract**

**3-18(1)** A personal development services contract must contain the following information:

- (a) the consumer's name;
- (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 email, 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 under the contract that fairly and accurately describes each service;
- (j) the total amount 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 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 3-19;

- (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 3-23;
  - (r) if the 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 alternative facility until the primary facility becomes available, the personal development services contract must contain the following information in addition to the information set out in subsection (1):
- (a) the address of the alternative facility;
  - (b) a list of the personal development services that the supplier is to make available to the consumer at the alternative 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 alternative 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 alternative facility on the date specified in clause (c).

4 Jly 2014 cC-30.2 Reg 1 s3-18.

**Statement of consumer rights**

**3-19(1)** The statement of consumer rights mentioned in clause 3-18(1)(p) must appear in the personal development services contract as follows:

**Your Rights under *The Consumer Protection  
and Business Practices Act***

You may cancel this contract at any time during the period that ends seven (7) days after the later of the day you receive a written copy of the contract and the day all the services are available (in calculating the 7 days, count only days on which the supplier is open for business). 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 Division, Financial and Consumer Affairs Authority of Saskatchewan.

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 and Business Practices Act*” must be displayed in not less than 12-point bold type.
- (4) Subject to subsection (5), the statement of consumer rights must appear on the first page of the personal development services contract.
- (5) If the statement of 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.

4 Jly 2014 cC-30.2 Reg 1 s3-19.

**Delivery of personal development services contract**

**3-20** 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 email to the email 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 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.

4 Jly 2014 cC-30.2 Reg 1 s3-20.

**Payments not required or accepted**

**3-21** 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 section 3-18.

4 Jly 2014 cC-30.2 Reg 1 s3-21.

**Term of contract**

**3-22(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 services contracted for 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 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.

4 Jly 2014 cC-30.2 Reg 1 s3-22.

**Renewal or extension of contract**

**3-23(1)** A personal development services contract that provides for the renewal or extension of the contract beyond an original term of two years is void unless the supplier complies with the requirements set out in subsection (2).

(2) At least 30 days before the personal development services 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 renewal or extension of the contract;
  - (ii) states that pursuant to *The Consumer Protection and Business Practices 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 email 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 intend 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 personal development services 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 personal development services contract mentioned in clause 3-18(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) a description or statement of the manner, which must be by one of the following methods, in which the supplier delivers a notice to the consumer about renewal and extension:

(i) mail or personal delivery to an address specified by the consumer in the contract;

(ii) email to an email 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 is 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 intend to renew or extend the contract.

4 Jly 2014 cC-30.2 Reg 1 s3-23.

#### **One contract per distinct service**

**3-24(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 if the renewal meets the requirements set out in section 3-23.

4 Jly 2014 cC-30.2 Reg 1 s3-24.

#### **Instalment plan**

**3-25(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%.

4 Jly 2014 cC-30.2 Reg 1 s3-25.

#### **Cancellation of personal development services contract**

**3-26(1)** A consumer may, without reason, cancel a personal development services contract within seven days after the later of:

(a) receiving the written copy of the contract pursuant to section 3-20; and

(b) the day on which all services contracted for are available to the consumer.

- (2) The period mentioned in subsection (1) is to be calculated using only those days on which the supplier is open for business.
- (3) In addition to the cancellation rights mentioned in subsection (1), a consumer, or a person described in subsection (4), 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 3-20 does not contain the information required pursuant to section 3-18; or
  - (b) at any time:
    - (i) if one of the following material changes in circumstances of the consumer occurs:
      - (A) the consumer's death;
      - (B) the physical, medical or mental incapacity 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 alternative facilities for the use of the consumer that are not more than 30 kilometres from the consumer's new location; or
    - (ii) if one of the following material changes in the services provided by the supplier occurs:
      - (A) 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;
      - (B) the supplier relocated the supplier's facility to a location that is more than 10 kilometres from the supplier's former location.
- (4) For the purposes of subsection (3), a representative of a consumer may cancel a personal development services contract on the consumer's behalf if:
- (a) the consumer is physically disabled or lacks capacity; or
  - (b) the consumer is deceased.
- (5) Section 3-33 does not apply to a cancellation pursuant to clause (3)(b).

(6) If a consumer cancels a personal development services contract pursuant to clause (3)(b), the supplier must:

- (a) within 15 days after the notice of cancellation has been given in accordance with section 3-30, refund to the consumer the amount calculated in accordance with section 3-27; and
- (b) within 30 days after the notice of cancellation has been given in accordance with section 3-30, return to the consumer every negotiable instrument executed by the consumer in connection with the contract that has not already been negotiated.

4 Jly 2014 cC-30.2 Reg 1 s3-26.

**Manner of calculating refund**

**3-27(1)** For the purposes of clause 3-26(6)(a), if the personal development services 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:

$$R = (U/T \times P) \times 70\%$$

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

P is all payments made under the contract.

(2) For the purposes of clause 3-26(6)(a), if the personal development services 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:

$$R = U/T \times P$$

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

P is all payments made under the contract.

4 Jly 2014 cC-30.2 Reg 1 s3-27.

**Trustee for payment if facility unavailable**

**3-28(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 if:
  - (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 section 3-29.
- (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.

4 Jly 2014 cC-30.2 Reg 1 s3-28.

#### **Requirements of trust corporations**

- 3-29(1)** For the purposes of section 3-28, 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 these 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 these regulations, the trustee shall release the funds held pursuant to section 3-28 to that consumer.
  - (4) If a facility is not available for use on the day specified in the personal development services 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.

4 Jly 2014 cC-30.2 Reg 1 s3-29.

#### **Notice of cancellation**

- 3-30(1)** A personal development services contract is cancelled pursuant to section 3-26 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;



- (c) by leaving a copy with the facility; or
  - (d) by any other means set out in the personal development services contract.
- (4) 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 or her own, the person did not receive the written notice of cancellation or received it at a later date.

4 Jly 2014 cC-30.2 Reg 1 s3-30.

**Court may provide relief against cancellation**

**3-31** If, in the opinion of the court, it would be inequitable for a personal development services contract to be cancelled pursuant to section 3-26, the court may make any order it considers appropriate.

4 Jly 2014 cC-30.2 Reg 1 s3-31.

**Effect of cancellation**

**3-32(1)** The cancellation of a personal development services contract pursuant to section 3-26 operates:

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

4 Jly 2014 cC-30.2 Reg 1 s3-32.

**Responsibilities on cancellation**

**3-33** Within 15 days after a personal development services contract is cancelled pursuant to section 3-26, 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.

4 Jly 2014 cC-30.2 Reg 1 s3-33.

**Recovery of refund**

**3-34** If a consumer has cancelled a personal development services contract pursuant to subsection 3-26(1) or clause 3-26(3)(a) and the supplier has not refunded all of the consideration within the 15-day period mentioned in section 3-33, the consumer may recover the consideration from the supplier pursuant to section 91 of the Act.

4 Jly 2014 cC-30.2 Reg 1 s3-34.

**Cancellation of pre-authorized payments**

**3-35** If a personal development services contract is cancelled pursuant to this Division, the supplier must cancel any future payments or charges that have been authorized by the consumer.

4 Jly 2014 cC-30.2 Reg 1 s3-35.

**DIVISION 4  
Travel Club Contracts****Application of Division**

**3-36** This Division applies to travel club contracts.

4 Jly 2014 cC-30.2 Reg 1 s3-36.

**Contract in writing**

**3-37** Every travel club contract must be in writing.

4 Jly 2014 cC-30.2 Reg 1 s3-37.

**Contents of travel club contract**

**3-38** A travel club contract must contain the following information:

- (a) the consumer's name;
- (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 email, 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; and
  - (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 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 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 3-39;
- (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 3-42;
- (o) any other restrictions, limitations and conditions that may apply.

**Statement of consumer rights**

**3-39(1)** The statement of consumer rights mentioned in clause 3-38(m) must appear in the travel club contract as follows:

**Your Rights under *The Consumer Protection and Business Practices 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 Division, Financial and Consumer Affairs Authority of Saskatchewan.

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 and Business Practices Act*" must be displayed in not less than 12-point bold type.
- (4) Subject to subsection (5), the statement of consumer rights must appear on the first page of the travel club contract.
- (5) If the statement of 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.

4 Jly 2014 cC-30.2 Reg 1 s3-39.

**Delivery of travel club contract**

**3-40** 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 email to the email 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 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.

4 Jly 2014 cC-30.2 Reg 1 s3-40.

**Term of contract**

**3-41(1)** In this section, “**prepayment of fees**” means, in relation to any travel club contract, a fee that is paid or payable before any or all of the services contracted for 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 excess of \$500.

4 Jly 2014 cC-30.2 Reg 1 s3-41.

**Renewal or extension of contract**

**3-42(1)** A travel club contract that provides for the renewal or extension of the contract beyond the original term of one year is void unless the supplier complies with the requirements set out in subsection (2).

(2) At least 30 days before the travel club 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 renewal or extension of the contract;
  - (ii) states that pursuant to *The Consumer Protection and Business Practices 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 email 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 intend 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 travel club 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 travel club contract mentioned in clause 3-38(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) a description or statement of the manner, which must be by one of the following methods, in which the supplier delivers a notice to the consumer about renewal and extension:

- (i) mail or personal delivery to an address specified by the consumer in the contract;
- (ii) email to an email 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 is 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 intend to renew or extend the contract.

4 Jly 2014 cC-30.2 Reg 1 s3-42.

**One contract per consumer**

**3-43(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 if the renewal meets the requirements set out pursuant to section 3-42.

4 Jly 2014 cC-30.2 Reg 1 s3-43.

**Cancellation of travel club contract**

**3-44(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 3-40.

(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 3-40 does not contain the information required pursuant to section 3-38;

(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 3-49 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 3-46, refund to the consumer the amount calculated in accordance with section 3-45; and

(b) within 30 days after the notice of cancellation has been given in accordance with section 3-46, return to the consumer every negotiable instrument executed by the consumer in connection with the contract that has not already been negotiated.

4 Jly 2014 cC-30.2 Reg 1 s3-44.

**Manner of calculating refund**

**3-45** For the purposes of clause 3-44(4)(a), the supplier must refund to the consumer the amount R calculated in accordance with the following formula:

$$R = U/T \times P$$

where:

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

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

P is all payments made under the contract.

4 Jly 2014 cC-30.2 Reg 1 s3-45.

**Notice of cancellation**

**3-46(1)** A travel club contract is cancelled pursuant to section 3-44 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 by the 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.

(4) If the notice of cancellation is given by registered mail, the 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 notice of cancellation or received it at a later date.

4 Jly 2014 cC-30.2 Reg 1 s3-46.

**Court may provide relief against cancellation**

**3-47** If, in the opinion of the court, it would be inequitable for a travel club contract to be cancelled pursuant to section 3-44, the court may make any order it considers appropriate.

4 Jly 2014 cC-30.2 Reg 1 s3-47.

**Effect of cancellation**

**3-48(1)** The cancellation of a travel club contract pursuant to section 3-44 operates:

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

4 Jly 2014 cC-30.2 Reg 1 s3-48.

**Responsibilities on cancellation**

**3-49** Within 15 days after a travel club contract is cancelled pursuant to section 3-44, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the contract and any related consumer transaction, whether the consideration was paid to the supplier or to another person.

4 Jly 2014 cC-30.2 Reg 1 s3-49.

**Recovery of refund**

**3-50** If a consumer has cancelled a travel club contract pursuant to subsection 3-44(1) or clause 3-44(2)(a) and the supplier has not refunded all the consideration within the 15-day period mentioned in section 3-49, the consumer may recover the consideration from the supplier pursuant to section 91 of the Act.

4 Jly 2014 cC-30.2 Reg 1 s3-50.



**Cancellation of pre-authorized payments**

**3-51** If a travel club contract is cancelled pursuant to this Division, the supplier must cancel any future payments or charges that have been authorized by the consumer.

4 Jly 2014 cC-30.2 Reg 1 s3-51.

**PART IV**  
**Prepaid Purchase Cards**

**Non-application of sections 49 and 51 of Act in special circumstances**

**4-1(1)** The prohibition set out in section 49 of the Act does not apply to a person who issues a prepaid purchase card to a consumer in the following circumstances:

- (a) if the prepaid purchase card is issued for a charitable purpose;
- (b) if the consumer provides nothing of value for the prepaid purchase card.

**(2)** Section 51 of the Act does not apply to a person who issues a prepaid purchase card to a consumer in the following circumstances:

- (a) if the prepaid purchase card is issued for a charitable purpose;
- (b) if the consumer provides nothing of value for the prepaid purchase card.

4 Jly 2014 cC-30.2 Reg 1 s4-1.

**Card with expiry date**

**4-2** A person may issue or sell a prepaid purchase card that has an expiry date as long as:

- (a) the expiry date applies only to the plastic card or written certificate;
- (b) the balance, if any, remaining on the prepaid purchase card does not expire; and
- (c) if there is a remaining balance on the prepaid purchase card, the issuer or seller:
  - (i) replaces the plastic card or written certificate with a new plastic card or written certificate in the amount of that balance; and
  - (ii) in accordance with section 51 of the Act, does not charge any fees to the holder of the prepaid purchase card for replacing the plastic card or written certificate as provided in subclause (i).

4 Jly 2014 cC-30.2 Reg 1 s4-2.

**Permitted fees**

**4-3** A person who issues or sells a prepaid purchase card may charge the following fees in relation to the prepaid purchase card:

- (a) a fee for replacing a lost or stolen prepaid purchase card;
- (b) a fee for customizing the prepaid purchase card.

4 Jly 2014 cC-30.2 Reg 1 s4-3.

**Disclosure**

**4-4(1)** At the time a prepaid purchase card is issued or sold, the issuer or seller must provide the consumer with the following information:

- (a) a description of all restrictions, limitations and conditions that the issuer or seller imposes on the use of the prepaid purchase card, including any permitted fee or expiry date;
  - (b) a description of the way in which the consumer can obtain information respecting the prepaid purchase card, including any remaining balance.
- (2) The issuer or seller of a prepaid purchase card must provide the consumer with the information required by subsection (1) in a clear manner and in a way likely to bring it to the consumer's attention.

4 Jly 2014 cC-30.2 Reg 1 s4-4.

PART V  
**Designated Activities and Licensing**

DIVISION 1  
**General**

**Forfeiture of financial security**

**5-1(1)** Notwithstanding that the Crown in right of Saskatchewan has not suffered any loss or damage:

- (a) every bond filed with the director pursuant to the Act must be construed as being a penal bond; and
  - (b) if any bond is forfeited pursuant to this section, the amount due and owing as a debt to the Crown in right of Saskatchewan by the person bound by the bond must be determined as if the Crown had suffered a loss or damage that would entitle the Crown to be indemnified to the maximum amount of liability set out in the bond.
- (2) Subject to subsection (3), every bond filed pursuant to section 59 of the Act is forfeited on the demand of the director if:
- (a) the person with respect to whose conduct the bond is conditioned, or any agent or representative of that person, has been convicted of:
    - (i) an offence pursuant to the Act or these regulations; or
    - (ii) an offence involving fraud or theft or conspiracy to commit an offence involving fraud or theft pursuant to the *Criminal Code*;

- (b) a judgment with respect to a claim relating to the activities of the designated business for which the licence has been granted has been given against the person with respect to whose conduct the bond is conditioned or against any agent or representative of that person;
  - (c) the person with respect to whose conduct the bond is conditioned commits an act of bankruptcy, whether or not proceedings have been taken pursuant to the *Bankruptcy and Insolvency Act* (Canada); or
  - (d) a decision has been rendered by the director, in writing, stating in effect that, after consideration and investigation of a complaint, the director is satisfied that the person with respect to whose conduct the bond is conditioned, or any agent or representative of that person:
    - (i) has contravened any provision of the Act or these regulations or has failed to comply with any of the terms, conditions or restrictions to which the person's licence is subject; or
    - (ii) is in breach of contract with a consumer who obtains goods and services relating to the activities of the designated business for which the licence has been granted.
- (3) Subsection (2) applies only if the conviction, judgment, order or decision mentioned in that subsection has become final by reason of lapse of time or of having been confirmed by the highest court to which any appeal may be taken.
- (4) Notwithstanding that the Crown in right of Saskatchewan has not suffered any loss or damage, the director may have recourse to a letter of credit provided pursuant to section 59 of the Act by presenting a demand to the issuer of the letter of credit, together with the letter of credit, if the director has reason to believe that any grounds set out in clauses (2)(a) to (d) exists.
- (5) On a demand of the director pursuant to subsection (4), the amount of the proceeds of the letter of credit is forfeited to the Crown in right of Saskatchewan.
- (6) The director may pay any money realized pursuant to a bond or letter of credit to any of the following on any conditions the director considers appropriate:
- (a) the local registrar of the court for any persons that may become judgment creditors of the licensee named in the bond or the letter of credit, as the case may be, for claims relating to the activities of the licensee for which the licence has been granted;
  - (b) any trustee, custodian, interim receiver, receiver or liquidator of the licensee named in the bond or the letter of credit, as the case may be;
  - (c) any person that the director considers entitled to the money for a claim arising out of an action of the licensee relating to the activities of the licensee for which the licence has been granted.

(7) The director shall pay any money not paid pursuant to subsection (6) to the following after the payment of any expenditures incurred by the director in connection with the realization on the financial security and the determination and settlement of valid claims:

- (a) in the case of a bond, to the surety or obligor under the bond;
- (b) in the case of a letter of credit, to the obligor under the letter of credit.

4 Jly 2014 cC-30.2 Reg 1 s5-1.

**Change in circumstances**

**5-2** For the purposes of section 70 of the Act, a change in circumstances consists of:

(a) a change in any of the following information previously provided to the director in an application for a licence, a renewal of a licence or the reinstatement of a licence:

- (i) an address, including an address for service, or a telephone number;
- (ii) the name of the applicant or the licensee;
- (iii) if the applicant or licensee is a partnership or a corporation, the fiscal year;
- (iv) if the applicant or licensee is a corporation, an officer or director of the corporation;
- (v) if the applicant or licensee is a partnership, a partner of the partnership;
- (vi) the location at which the licensee retains, or the applicant will retain, records required to be kept by the Act;
- (vii) any other material change;

(b) if the licence is for a specific location, the licensee ceasing to carry on business at that location;

(c) the commencement of bankruptcy, receivership or winding-up proceedings with respect to the applicant or licensee;

(d) the suspension, cancellation, surrendering or amendment in any other jurisdiction of the applicant's or licensee's authority to carry on business relating to the activities for which the licence has been applied for and granted;

(e) the imposition of any terms, conditions or restrictions on, or the variation or modification of any terms, conditions or restrictions imposed on, the applicant's or licensee's authority to carry on business as a designated business in any other jurisdiction;

(f) a civil action or a regulatory proceeding being brought against the applicant or licensee or any director, officer or partner of the applicant or licensee, in relation to:

- (i) fraud;
- (ii) breach of trust;
- (iii) deceit;
- (iv) misrepresentation; or
- (v) the actions of the applicant or licensee in the activities for which the licence has been applied for and granted;

(g) the issuing of a judgment or decision by a court or other adjudicator against the applicant or licensee or any director, officer or partner of the applicant or licensee, in relation to:

- (i) fraud;
- (ii) breach of trust;
- (iii) deceit;
- (iv) misrepresentation; or
- (v) the actions of the applicant or licensee in the activities for which the licence has been applied for and granted;

(h) the instituting of proceedings against, or conviction of, the applicant or licensee or any director, officer or partner of the applicant or licensee with respect to a criminal offence, or any other offence under the laws of any other jurisdiction, excluding traffic offences; or

(i) any change in circumstances that provides reasonable grounds to believe that the financial security required by the director pursuant to section 59 of the Act may not be in force or effective in accordance with its terms or may otherwise fail to meet the requirements of the director.

4 Jly 2014 cC-30.2 Reg 1 s5-2.

**Fees**

**5-3** Subject to any contrary provision in any Division of this Part, the fees for an initial application for a licence for a designated activity and for each annual return with respect to that licence are:

- (a) \$300 per year for a business with employees or agents who are licensed;
- (b) \$600 per year for a business with:
  - (i) employees or agents who are exempt from licensing; or
  - (ii) no employees; and
- (c) \$125 per year for an individual employee or agent licence.

28 Aug 2015 SR 72/2015 s5.

**Duration of licence**

- 5-4(1)** Each licence issued pursuant to this Part continues in force unless it is suspended or cancelled in accordance with the Act or this Part.
- (2) Every licence is the property of the director.
- (3) The licensee must return to the director any licence issued to the licensee that is cancelled.

28 Aug 2015 SR 72/2015 s5.

**Annual return**

- 5-5(1)** Every licensee must submit to the director an annual return on or before the anniversary date of the issuance of the licensee's licence in accordance with this section.
- (2) The annual return mentioned in subsection (1) must, with respect to the previous year:
- (a) report any change in the information required to be provided to the director pursuant to sections 58 and 70 of the Act that has not already been reported;
  - (b) include a declaration that the licensee has complied with the Act and these regulations during the period since the previous annual return;
  - (c) include confirmation, verified by the declaration mentioned in clause (b), that the information in the annual return is true; and
  - (d) include any other information required by the director.
- (3) A declaration mentioned in clause (2)(b) must be completed:
- (a) in the case of a licensee that is a sole proprietor, by the sole proprietor;
  - (b) in the case of a licensee that is a partnership, by any partner;
  - (c) in the case of a licensee that is a corporation, by a director.
- (4) The fee for an annual return mentioned in subsection (1) must be paid to the director on or before the date mentioned in that subsection.

28 Aug 2015 SR 72/2015 s5.

**Notice of cancellation**

- 5-6(1)** Subject to any contrary provision in any Division of this Part, a consumer may cancel a contract pursuant to this Part on giving a notice of cancellation in accordance with this section.
- (2) A notice of cancellation of a contract may be expressed in any way as long as it indicates the intention of the consumer to cancel the contract.
- (3) A notice of cancellation:
- (a) may be given by a consumer to a supplier by any means, including:
    - (i) personal service;
    - (ii) registered mail;

- (iii) courier;
- (iv) telephone;
- (v) fax;
- (vi) email; and

(b) is deemed to be given at the time it is sent or transmitted, as the case may be.

28 Aug 2015 SR 72/2015 s5.

DIVISION 2  
**Vehicle Dealers**

*Subdivision 1*  
**General**

**Interpretation of Division**

**5-7** In this Division:

- (a) **“broker”** means a person whose business is restricted to the buying and selling of vehicles exclusively for dealers, or any person who holds himself or herself out as a broker;
- (b) **“consignment”** means an arrangement under which a vehicle is entrusted by a consignor to a dealer:
  - (i) to facilitate a sale between a consignor and a purchaser;
  - (ii) under a conditional sale to the dealer for the purpose of resale; or
  - (iii) to display for sale by the dealer;
- (c) **“consignor”** means a consumer who makes a consignment;
- (d) **“consumer”** means a person who buys, leases or otherwise acquires a vehicle from a dealer;
- (e) **“dealer”** means a person carrying on the business of a dealership or who holds himself or herself out as a dealer, whether on the person’s own account or on the account of any other person, and includes, when the context requires:
  - (i) a broker;
  - (ii) a person who is in the business of selling repossessed vehicles, whether on his or her own behalf or on behalf of another owner;
  - (iii) a vehicle rental company;
- (f) **“dealership”** means a business that:
  - (i) sells or leases vehicles or offers vehicles for sale or lease; or
  - (ii) takes vehicles on consignment pursuant to section 5-27;

- (g) **“fleet vehicles”** means vehicles owned by a business or government agency and used by the employees of the business or government agency for business purposes;
- (h) **“lease”** means an arrangement in which a consumer acquires the right to take possession of a vehicle from a dealer but does not acquire ownership of the vehicle;
- (i) **“repossess”** means to retake possession of a vehicle when a purchaser defaults on payments;
- (j) **“sale”** includes a disposition or acquisition of a vehicle by exchange, trade or consignment;
- (k) **“salesperson”** means an individual who sells, leases or offers for sale or lease, or solicits orders for the future delivery of, vehicles for or on behalf of a dealer;
- (l) **“vehicle”** means any self-propelled vehicle that is required to be registered pursuant to The Traffic Safety Act and includes a snowmobile;
- (m) **“vehicle contract”** means an agreement for the sale or lease of a vehicle;
- (n) **“vehicle rental company”** means a person or partnership whose business is renting vehicles on a short-term basis to consumers.

28 Aug 2015 SR 72/2015 s6.

#### **Selling or leasing vehicles as a designated activity**

**5-8** For the purposes of section 55 of the Act, the selling or leasing of vehicles by a dealer is designated as a business to which Part VII of the Act applies.

28 Aug 2015 SR 72/2015 s6.

#### **Exemptions**

**5-9(1)** This Division does not apply to the following:

- (a) a person, other than a broker, who only sells vehicles to dealers;
- (b) an auction sales company licensed pursuant to *The Auctioneers Act* that, on behalf of others, sells at auction only vehicles owned by others and not owned by itself;
- (c) the sale of vehicles by Saskatchewan Government Insurance or an insurer licensed pursuant to The Saskatchewan Insurance Act as a result of administering an insurance claim;
- (d) subject to subsection (2), a person:
  - (i) who trades in vehicles solely for the purpose of providing or facilitating financing for the purchase or lease of a vehicle;
  - (ii) who sells a vehicle to a dealer that the person has repossessed or seized under a security agreement; or
  - (iii) whose dealings in vehicles are incidental to his or her ordinary business of lending money or dealing in financial contracts or instruments;



- (e) a secured creditor enforcing his or her security interest;
  - (f) an unpaid commercial lien claimant within the meaning of *The Commercial Liens Act* who sells a vehicle to satisfy a lien, unless that person is otherwise a dealer;
  - (g) a business or government agency selling fleet vehicles if the vehicles have been owned by the business or government agency for more than one year;
  - (h) subject to subsection (2), a trustee in bankruptcy, receiver, liquidator, sheriff, collateral recovery agent or person acting under an order of a court or by statutory authority or an executor, estate trustee or other trustee or a lawyer who sells a vehicle in the course of the person's duties or professional capacity;
  - (i) a manufacturer, exporter, importer or distributor of vehicles that sells vehicles only to a licensed dealer or to a person who sells vehicles to a licensed dealer;
  - (j) the lease of a vehicle for a term of less than 120 days.
- (2) A person who is in the business of selling vehicles for or on behalf of the entities mentioned in clauses (1)(d) and (h) is a dealer for the purposes of this Division.

28 Aug 2015 SR 72/2015 s6.

### *Subdivision 2* **Licensing**

#### **Activities for which licence required**

- 5-10(1)** Every dealer shall hold a valid licence to sell or lease vehicles.
- (2) Subject to subsection (3), for the purposes of section 57 of the Act, a separate licence is required for each location from which a person carries on business as a dealer.
- (3) Subsection (2) does not apply to a dealer:
- (a) whose locations have the same business name, are within one kilometre of each other and form part of the same business; or
  - (b) who carries on business from a separate location other than the main location for not more than 30 days in any calendar year.
- (4) Clauses 5-12(1)(d), (h) and (i), sections 5-13 and 5-14, subsections 5-21(2), 5-22(2), 5-23(1) and 5-24(1) do not apply to a dealer who is a broker.
- (5) Subsection 5-14(3), clause 5-25(2)(j), subsection 5-25(4) and sections 5-26 to 5-29 do not apply to a dealer that is a vehicle rental company.

28 Aug 2015 SR 72/2015 s6.

**Fees**

**5-11** Subject to section 5-30, the fee for an application for a licence and for each annual return with respect to that licence is:

- (a) \$300;
- (b) \$400, effective January 1, 2016;
- (c) \$500, effective January 1, 2017;
- (d) \$600, effective January 1, 2018.

28 Aug 2015 SR 72/2015 s6.

**Application requirements**

**5-12(1)** In an application for a licence, an applicant for a licence must provide:

- (a) the name of a contact person for the licensee;
  - (b) a business phone number registered in the name of the licensee;
  - (c) an email address where notices and other documents required to be delivered or sent to the licensee may be sent;
  - (d) evidence that the dealer meets the requirements set out in section 5-14;
  - (e) subject to subsection (3), a criminal record check dated no earlier than three months before the date of the application with respect to the following:
    - (i) in the case of a corporation, all directors and officers of the corporation;
    - (ii) in the case of a partnership, all partners;
    - (iii) in the case of a sole proprietorship, the sole proprietor;
  - (f) fees as set out in section 5-11;
  - (g) financial security as set out in section 5-15;
  - (h) a copy of the vehicle contract used by the dealer that complies with section 5-25;
  - (i) a copy of the consignment contract, if any, used by the dealer that complies with section 5-27;
  - (j) a declaration verifying the information in the application; and
  - (k) any other information that the director directs.
- (2) Subject to subsection (3), for the purposes of clause (1)(e), if a partner of a partnership is a corporation, all directors and officers of the corporate partner must provide a criminal record check.
- (3) The director may exempt any person from the requirement to provide a criminal record check.

28 Aug 2015 SR 72/2015 s6.

**Filing of vehicle contract**

- 5-13(1)** Every dealer shall file with the director two copies of each form of contract for sale, lease or consignment that he or she uses or proposes to use when entering into an agreement with a consumer.
- (2) No dealer shall use a form of contract for sale, lease or consignment unless:
- (a) the form of contract complies with section 5-25 or 5-27, as the case may be; and
  - (b) a copy of the form of contract has been returned to him or her bearing an endorsement by the director to the effect that the form has been accepted for filing.
- (3) The director may refuse to accept for filing any form of contract for sale, lease or consignment that the director determines to be objectionable.
- (4) If the director refuses to accept a form of contract for filing, the director shall, on request, specify the reason for that refusal.

28 Aug 2015 SR 72/2015 s6.

**Premises**

- 5-14(1)** Subject to subsection (2), a dealer must have:
- (a) land designated for vehicle display and storage that meets zoning requirements and is capable of holding a minimum of six vehicles;
  - (b) a structure where business is conducted that meets the requirements of the director;
  - (c) a permanent sign that meets the director's requirements;
  - (d) a salesperson:
    - (i) who is in attendance at the premises mentioned in clause (a) to deal with consumers during normal hours of operation; or
    - (ii) who, if the premises mentioned in clause (a) are operated on an appointment basis only, is made available by the dealer at those premises:
      - (A) for an appointment within three business days after a consumer's request for an appointment; and
      - (B) for a reasonable amount of time;
  - (e) any other thing respecting premises that is required by the director.
- (2) Subsection (1) does not apply to a business outside Saskatchewan that leases fleet vehicles to persons in Saskatchewan.
- (3) A dealer must designate a facility that is available to make repairs to vehicles sold or leased by the dealer.
- (4) The director may exempt any person from any of the requirements of subsection (1).

28 Aug 2015 SR 72/2015 s6.

**Financial security**

**5-15** Each applicant for a dealer licence must provide financial security in accordance with section 59 of the Act in an amount determined by the director that is not less than \$25,000 per licence.

28 Aug 2015 SR 72/2015 s6.

**Criminal record check to be updated**

**5-16(1)** A dealer shall provide to the director an updated criminal record check before the fifth anniversary of the date of the criminal record check provided pursuant to clause 5-12(1)(e) and before every subsequent fifth anniversary of that date.

(2) Clause 5-12(1)(e) applies to a criminal record check that is to be provided pursuant to subsection (1).

28 Aug 2015 SR 72/2015 s6.

*Subdivision 3*  
***Specific Requirements for Vehicle Dealers***

**Interpretation of Subdivision**

**5-17** In this Subdivision:

(a) **“drive-away price”** means the total charges, not including taxes payable pursuant to *The Provincial Sales Tax Act* and Part IX of the *Excise Tax Act* (Canada) or financing charges, that the consumer, if paying cash without a trade, would be required to pay to conclude a transaction, including:

- (i) the price of the vehicle; and
- (ii) charges for freight, inspection before delivery of the vehicle, fees and levies;

(b) **“stock number”** means the number or symbol that the dealer uses to identify a specific vehicle in the dealer’s inventory;

(c) **“VIN”** means the vehicle identification number, the vehicle information number or, in the case of a snowmobile, the serial number, that is unique to the vehicle.

28 Aug 2015 SR 72/2015 s6.

**Production of licence**

**5-18** Every dealer must, when requested to do so by any of the following, produce the dealer’s licence for inspection:

- (a) a consumer or potential consumer of the dealer;
- (b) a consignor or potential consignor;
- (c) the director, an inspector or an investigator;

- (d) a bylaw enforcement officer appointed pursuant to section 337 of *The Cities Act*, section 373 of *The Municipalities Act* or section 394 of *The Northern Municipalities Act, 2010*;
- (e) a member of:
  - (i) the Royal Canadian Mounted Police; or
  - (ii) a police service as defined in *The Police Act, 1990*.

28 Aug 2015 SR 72/2015 s6.

**Record-keeping requirements**

**5-19(1)** Every dealer shall keep a record of all vehicles purchased, sold, leased or taken on consignment by the dealer in any manner that will readily identify those vehicles.

(2) The records mentioned in subsection (1) must be maintained separately from any other records of the dealer that are not related to the business for which the licence was granted.

(3) Every dealer shall enter in the record mentioned in subsection (1):

- (a) in the case of a vehicle purchased or acquired by the dealer:
  - (i) the name and address of the person from whom the vehicle was purchased or acquired;
  - (ii) the date on which the vehicle was purchased or acquired;
  - (iii) an accurate description of the vehicle, including its year of manufacture, VIN, model and details of extra equipment;
  - (iv) in the case of a trade-in, the allowance made; and
  - (v) the odometer reading at the time of purchase or acquisition;
- (b) in the case of a vehicle taken on consignment by the dealer:
  - (i) the name and address of the person from whom the vehicle was taken on consignment;
  - (ii) the date on which the vehicle was taken on consignment;
  - (iii) an accurate description of the vehicle, including its year of manufacture, VIN, model and details of extra equipment;
  - (iv) a description of all fees or charges payable by the consignor to the dealer in connection with the consignment contract; and
  - (v) the odometer reading at the time that the vehicle was taken on consignment; and
- (c) in the case of a vehicle sold or leased by the dealer:
  - (i) the name and address of the purchaser or lessee;
  - (ii) the date on which the vehicle was sold or leased;

- (iii) an accurate description of the vehicle, including its year of manufacture, VIN, model and details of extra equipment;
  - (iv) the sale price or lease terms;
  - (v) the terms and method of payment;
  - (vi) if another vehicle is accepted as a trade-in or other property is given in exchange, a description of that vehicle or other property, including, as applicable, its year of manufacture, VIN, model and amount of trade-in or exchange allowance;
  - (vii) the stock number;
  - (viii) the odometer reading at the time of sale or lease; and
  - (ix) the name of the salesperson.
- (4) The dealer must keep a copy of every contract entered into in the course of the dealer's business for which the licence has been granted.
- (5) The dealer must keep a record of every advertisement that lists a price of a specific vehicle.
- (6) For the purposes of subsection 73(2) of the Act, the prescribed period is the longer of:
- (a) five years; or
  - (b) if the dealer provides financing to the purchaser, the period of the loan agreement.

28 Aug 2015 SR 72/2015 s6.

**Prohibited sales**

- 5-20(1)** No dealer shall sell a vehicle to a person who is not licensed pursuant to this Division if the dealer knows or should reasonably be expected to know that the person is in the business of purchasing vehicles for the purpose of resale.
- (2) No dealer shall sell or lease to a consumer a vehicle that is not equipped as required by section 114 of *The Traffic Safety Act* unless:
- (a) the dealer has identified on the vehicle contract that the vehicle is not equipped as required by that section; and
  - (b) the consumer has acknowledged in writing that he or she does not intend to drive the vehicle on a highway until the vehicle is equipped as required by that Act.
- (3) No dealer shall sell a used vehicle to a consumer unless the dealer has provided information with respect to the availability of and information that can be obtained from a search of other jurisdictions, including jurisdictions outside Canada, for vehicle damage information.

28 Aug 2015 SR 72/2015 s6.

**Advertising**

**5-21(1)** No dealer or salesperson shall publish or cause to be published in a newspaper or other printed or electronic publication an advertisement for the sale of a vehicle unless the advertisement contains:

- (a) the name of the dealer; or
  - (b) the words “Dealer Licence Number” or the initials “DL” followed by the number of the licence issued to the dealer pursuant to this Division.
- (2) A dealer must ensure that every advertisement for a dealer’s business that promotes the purchase or lease of a vehicle from the dealer:
- (a) does not misrepresent, through statements or omissions, a vehicle’s mechanical or structural condition;
  - (b) uses descriptions and makes promises only in accordance with actual conditions, situations and circumstances;
  - (c) does not use a font that due to its size or other visual characteristics is likely to materially impair the legibility or clarity of the advertisement;
  - (d) does not use the words, or words similar to, “demonstrator vehicle” or “demo vehicle” unless the vehicle in question was purchased new by the dealer and used primarily for sales demonstrations by the dealer;
  - (e) does not use the words, or words similar to, “savings”, “discount”, “percentage off the purchase price”, “free”, “invoice price”, “below invoice”, “dealer’s cost”, “at cost”, or “employee pricing” or show a price that is a specified amount above or below invoice or cost unless the claims represented by the words, or the price shown, can be substantiated;
  - (f) does not use the words, or words similar to, “wholesale”, “take over payments” or “repossession” unless the claims represented by the words can be substantiated;
  - (g) does not imply that a warranty exists with respect to a vehicle or a repair or service unless that warranty with respect to the vehicle, repair or service exists and is available at the price advertised;
  - (h) does not make comparisons or claims of superiority unless the results of the comparisons or the claims can be substantiated; and
  - (i) if a specific vehicle is advertised as being available at the time the advertisement is placed and if the dealer lists the price of the vehicle, whether or not the advertisement contains a picture of the vehicle, includes the drive-away price and the stock number.

(3) Subsection (2) applies notwithstanding that a dealer's advertisement is shown in association with a national advertisement placed by a person who is exempt from licensing pursuant to this Division.

(4) If a vehicle is displayed for sale at the dealer's premises and the price of the vehicle is displayed, the price displayed must be the drive-away price.

(5) A dealer who advertises a periodic payment for a vehicle that is to be financed on approved credit must include in the advertised price the total charges that the consumer would pay if credit is approved, not including taxes payable pursuant to *The Provincial Sales Tax Act* and Part IX of the *Excise Tax Act* (Canada).

28 Aug 2015 SR 72/2015 s6.

#### Disclosure

**5-22(1)** In this section, "**material fact**" means information that is known to the dealer or that the dealer should reasonably be expected to know that could reasonably be expected to influence a reasonable consumer's decision to buy or lease, or refuse to buy or lease, a vehicle from the dealer, and includes:

- (a) in the case of a new vehicle, whether the vehicle has sustained damage requiring repairs costing more than 20% of the asking price of the vehicle;
- (b) in the case of a used vehicle:
  - (i) a current printed VIN search result provided by Saskatchewan Government Insurance;
  - (ii) whether the vehicle has been used as a taxi, police or emergency vehicle or in organized racing;
  - (iii) if the vehicle has been owned by a vehicle rental company within the previous 24 months;
  - (iv) if the vehicle was previously registered in a jurisdiction other than a jurisdiction in Canada within the previous 36 months;
  - (v) whether the vehicle has been brought into Canada specifically for the purpose of resale;
  - (vi) that the odometer of the vehicle:
    - (A) does not accurately record the true distance travelled by the vehicle; or
    - (B) has been replaced or altered;
- (c) in the case of a new or used vehicle, the location mentioned in subsection 5-14(3), if the facility is more than 80 kilometres from the dealer's premises.



- (2) Every dealer must disclose in writing the following to the prospective purchaser or lessee before the contract of sale or lease is entered into by the purchaser or lessee:
- (a) all material facts, as known by the dealer or that the dealer should reasonably be expected to know at the time the vehicle contract is entered into;
  - (b) all of the elements of a vehicle contract as set out in subsection 5-25(2) except clauses (b), (i), (j) and (l);
  - (c) if a drive-away price has been advertised or displayed, the drive-away price.

28 Aug 2015 SR 72/2015 s6.

**Remedy for non-disclosure**

**5-23(1)** If, at the time the vehicle contract is entered into, a dealer does not provide disclosure as required by subsection 5-22(2), or provides disclosure that the dealer knows or should reasonably be expected to know is false or misleading and if:

- (a) the failure to disclose or the false or misleading disclosure is remediable and not of a substantial character, the consumer may, at his or her option, recover damages for losses that he or she has suffered and that were reasonably foreseeable as liable to result from the failure to disclose or the false or misleading disclosure; or
  - (b) the failure to disclose or the false or misleading disclosure is of a substantial character, the consumer, at his or her option, may reject the vehicle and in that case, the consumer is entitled:
    - (i) to recover the purchase price from the dealer; and
    - (ii) to recover damages or any other losses that the consumer has suffered and that were reasonably foreseeable as liable to result from the failure to disclose or the false or misleading disclosure.
- (2) If clause (1)(b) applies and the consumer rejects the vehicle, subsections 28(2) and (3) of the Act apply.
- (3) Subsection (1) does not apply to a dealer who leases a new vehicle to a consumer and who, during or at the end of the term of the lease, enters into a contract with the consumer to sell the vehicle.

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**Return of deposit**

- 5-24(1)** A dealer shall accept a deposit from a consumer before entering into a vehicle contract only in accordance with this section.
- (2) No dealer shall require or accept a deposit that is greater than 2% of the purchase price of the vehicle.
- (3) If a consumer does not enter into a vehicle contract for the vehicle for which the deposit mentioned in subsection (1) was given, no dealer shall retain a deposit given by the consumer unless the deposit was used to defray an actual expense to acquire a vehicle that was not in the possession of the dealer at the time the deposit was taken.

- (4) On or before the payment of a deposit by the consumer, the terms and conditions of the deposit taken by the dealer must be provided to the consumer in writing and must include conditions for the return of the deposit.
- (5) Any deposit that is returned to the consumer must be in the same form as it was provided.
- (6) A consumer is entitled to the return of the full deposit if the dealer fails to comply with this section.

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**Vehicle contract requirements**

**5-25(1)** On the sale or lease of a vehicle, the dealer must complete a form of vehicle contract that meets the requirements of this section and that has been filed with the director pursuant to section 5-13.

- (2) Each vehicle contract must contain, at a minimum:
  - (a) the names and addresses of the purchaser or lessee and the dealer;
  - (b) the date of the contract;
  - (c) the make, model and year of the vehicle and any specific model identifier;
  - (d) the VIN;
  - (e) particulars of extra equipment or accessories to be provided;
  - (f) the odometer reading;
  - (g) if the vehicle's odometer is broken or faulty, has been replaced, has been rolled back or is in miles, a statement to that effect;
  - (h) the selling price, or if sold at an auction, the final bid price;
  - (i) the actual amount of the down payment or deposit, if any;
  - (j) details of trade-in or exchange, if any, including the amount of any outstanding security relating to the trade-in or exchange;
  - (k) additional warranties, if any;
  - (l) if the dealer financed the purchase or lease, a statement to that effect; and
  - (m) the name of the salesperson.
- (3) If a vehicle is sold by a dealer at an auction, the auctioneer must provide the winning bidder with the name and address of the dealer.
- (4) In addition to the requirements of subsection (2), a vehicle contract that is for the lease of a vehicle must contain, at a minimum:
  - (a) the amount due at lease signing or delivery;
  - (b) the monthly payment and the date in each month that the monthly payment is due;
  - (c) any other charges that the lessee is to pay;

- (d) the amount of total payments that will be made over the term of the lease;
  - (e) the portion of the total payments mentioned in clause (d) that constitutes finance charges;
  - (f) a calculation of how the monthly payment is determined;
  - (g) a statement of the rights and obligations of the lessee in the event of early termination of the lease;
  - (h) the amount to be paid by the lessee in the event of early termination of the lease;
  - (i) an explanation of what constitutes normal wear and tear, including details regarding any obligations the lessee may have for payment for excessive wear and tear;
  - (j) the amount to be paid by the lessee for excessive mileage;
  - (k) the lessee's responsibilities respecting maintenance of the vehicle;
  - (l) the lessee's responsibility to maintain insurance, including insurance against a stolen or destroyed vehicle, and details of the payee of the insurance proceeds;
  - (m) the lessee's option to purchase at the end of the lease; and
  - (n) the lessee's option to purchase before the end of the lease, if any.
- (5) The dealer shall ensure that there is a separate vehicle contract for each vehicle that the dealer sells or leases.
- (6) If two or more persons jointly purchase or lease a vehicle, they must all be shown as owners or lessees on the vehicle contract.
- (7) For each vehicle contract mentioned in subsection (1) entered into by the dealer, the dealer shall ensure that:
- (a) the contract is signed by the parties; and
  - (b) the purchaser or lessee receives a copy of the contract immediately after signing it.
- (8) The director may require that a standard form of vehicle contract containing the elements mentioned in subsections (1) and (2) be used by any or all dealers.
- (9) Nothing contained in a vehicle contract mentioned in this section prevents a consumer in an action on the contract from raising a representation made by the dealer or a salesperson.

**Consignment contracts**

**5-26(1)** In this section and in section 5-27, “**consignment contract**” means a contract between a dealer and a consignor for the sale by the dealer of a vehicle owned by the consignor that is in a form that:

- (a) meets the requirements of section 5-27; and
  - (b) has been filed with the director pursuant to section 5-13.
- (2) Subsection (1) and section 5-27 do not apply if the consignor is a dealer.

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**Form of consignment contract**

**5-27(1)** If a consignment is negotiated between a dealer and a consignor, the dealer must prepare a consignment contract and provide the consignor with a copy of the consignment contract at the time of signing by the consignor.

- (2) The consignment contract must contain, at a minimum:
- (a) the names and addresses of the consignor and the dealer;
  - (b) the commencement date and the termination date of the consignment;
  - (c) a complete description of the vehicle being consigned, including the year, make, model, VIN and odometer reading;
  - (d) confirmation from the consignor that the consignor owns the vehicle and has the right to sell the vehicle;
  - (e) confirmation from the consignor that the consignor will not take any action that affects his or her authority to sell the vehicle until it is sold pursuant to the consignment agreement or the consignment agreement is otherwise terminated;
  - (f) confirmation that any outstanding liens will be discharged at the time of sale;
  - (g) the minimum price the consignor will accept for the sale of the vehicle;
  - (h) a description of all fees or charges payable by the consignor to the dealer in connection with the consignment contract;
  - (i) a description of any warranty or guarantee assignable by the consignor;
  - (j) a statement of the responsibilities of both the consignor and the dealer with respect to insurance coverage on the vehicle during the period of the consignment; and
  - (k) a statement allowing for or restricting the use of the vehicle during the period of the consignment.

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**Responsibilities of dealer**

**5-28** If a consigned vehicle is sold:

- (a) the dealer must notify the consignor of the sale of the consigned vehicle no later than one business day after the sale of the consigned vehicle; and
- (b) disbursement of the sale proceeds must take place within 30 days after the sale of the consigned vehicle unless the consignor specifically waives this right, in writing, after the sale.

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**Warranty**

**5-29(1)** In this section, “**power train**” means the engine, transmission, drive shafts, differential and the components required to deliver torque to the drive wheels of a vehicle.

(2) For any sale or lease of a used vehicle by a dealer, if the vehicle has been driven a distance less than 200 000 kilometres, the dealer must provide a minimum warranty on the power train for 30 days or 1 000 kilometres, whichever occurs first.

(3) Subject to subsection (4), for the purposes of subsection (2), if any component of the power train fails during the warranty period, it is deemed to be a breach of substantial character within the meaning of clause 28(1)(b) of the Act.

(4) The dealer may require the consumer to pay a maximum of \$200 towards the cost of repair of the vehicle or recovery pursuant to clause 28(1)(b) of the Act.

(5) The warranty provided by subsection (2) does not diminish any other warranty provided by the Act, the dealer, the manufacturer or any other party.

(6) The warranty provided by subsection (2) does not apply if:

- (a) it can be demonstrated that, during the minimum warranty period, the vehicle was used or misused in a manner that was not reasonably intended when it was sold; or
- (b) the problem with the component that resulted in the failure was disclosed in writing to the consumer before or at the time the consumer signed the vehicle contract and the consumer acknowledged the disclosure in writing.

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**Transitional**

**5-30(1)** In this section, “**former Act**” means *The Motor Dealers Act* as that Act existed before the coming into force of section 120 of the Act.

(2) A licensee who was licensed pursuant to the former Act is not required to submit an annual return pursuant to section 5-5 until the first anniversary date of the issuance of the licensee’s licence that occurs at least six months after the day on which section 5 of *The Consumer Protection and Business Practices Amendment Regulations, 2015* comes into force.

- (3) A licensee who was licensed pursuant to the former Act is not required to submit a vehicle contract for filing pursuant to section 5-12 until the date that is six months after the day on which section 5 of *The Consumer Protection and Business Practices Amendment Regulations, 2015* comes into force.
- (4) A licensee who was licensed pursuant to the former Act is not required to meet the requirements set out in section 5-14 with respect to its premises until the date that is six months after the day on which section 5 of *The Consumer Protection and Business Practices Amendment Regulations, 2015* comes into force.
- (5) A licensee who was licensed pursuant to the former Act is required to provide to the director an updated criminal record check at the time the licensee is required to file an annual return pursuant to subsection (2).
- (6) A licensee who was licensed pursuant to the former Act is not required to meet the requirements set out in section 5-19 with respect to the keeping of records until the date that is six months after the day on which section 5 of *The Consumer Protection and Business Practices Amendment Regulations, 2015* comes into force.
- (7) A licensee who was licensed pursuant to the former Act is not required to meet the requirements of section 5-15 with respect to financial security until the date that is six months after the day on which section 5 of *The Consumer Protection and Business Practices Amendment Regulations, 2015* comes into force.

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## PART VI Repeal and Coming into Force

### R.R.S. c.C-30.1 Reg 2 repealed

**6-1** *The Consumer Protection Regulations, 2007* are repealed.

4 Jly 2014 cC-30.2 Reg 1 s6-1.

### Coming into force

**6-2(1)** Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Consumer Protection and Business Practices Act* comes into force.

(2) If section 1 of *The Consumer Protection and Business Practices Act* comes into force before the day on which these regulations are filed with the Registrar of Regulations, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

4 Jly 2014 cC-30.2 Reg 1 s6-2.