

The Consumer Protection Regulations

Repealed

by Chapter C-30.1 Reg 2 (effective October 15, 2007).

Formerly

Chapter C-30.1 Reg 1 (effective January 1, 1997) as amended
by Saskatchewan Regulations 65/2005.

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-30.1 REG 1
The Consumer Protection Act

Title

1 These regulations may be cited as *The Consumer Protection Regulations*.

Interpretation

2 In these regulations, “**Act**” means *The Consumer Protection Act*.

13 Dec 96 cC-30.1 Reg 1 s2.

Exemptions

3 For the purposes of section 4 of the Act, the following are prescribed as exempt from the application of Part II of the Act:

- (a) a type or kind of transaction or proposed transaction respecting a security as defined in *The Securities Act, 1988*;
- (b) a type or kind of transaction or proposed transaction that is governed by *The Saskatchewan Insurance Act, The Trust and Loan Corporations Act* or *The Credit Union Act, 1985*.

13 Dec 96 cC-30.1 Reg 1 s3.

Service of documents

4 For the purposes of Part II of the Act, any notice, document or legal process that is required to be served pursuant to that Part may be served:

- (a) in the case of an individual:
 - (i) by personal service on that individual; or
 - (ii) by registered mail addressed to the last known residential address of the individual;
- (b) in the case of a supplier, where the supplier is a corporation:
 - (i) and has no registered office in Saskatchewan, by sending it by registered mail to the address of the corporation as shown on the receipt or other printed matter given to the consumer before or at the time of the transaction or proposed transaction;
 - (ii) and the corporation is a manufacturer and its address is not shown on any receipt or other printed matter given to the consumer before or at the time of the transaction or proposed transaction, by sending it by registered mail to the retail seller whose place of business, for the purposes of this section, is deemed to be the registered office of the manufacturer;

- (iii) by leaving it at, or sending it by registered mail to, the registered office of the corporation;
 - (iv) by personally serving any director, officer, receiver-manager or liquidator of the corporation; or
 - (v) by personally serving any attorney required to be appointed by an extra-provincial corporation registered in Saskatchewan pursuant to *The Business Corporations Act*; and
- (c) in the case of a supplier, where 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 where 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.

13 Dec 96 cC-30.1 Reg 1 s4.

Exemption from subsection 75.2(5) of the Act

4.1(1) Subsection 75.2(5) of the Act does not apply to the use of a credit card that is used in conjunction with a personal identification number to obtain a cash advance from an automated banking machine, automated teller machine or cash dispensing machine.

(2) Subsection 75.2(5) of the Act does not apply to the use of a credit card of the type commonly known as a debit card, that is used in conjunction with a personal identification number, to initiate an electronic withdrawal of funds from the consumer's deposit account for the purpose of:

- (a) making a purchase using a point-of-sale or point-of-service terminal; or
- (b) obtaining cash from an automated banking machine, automated teller machine or cash dispensing machine.

30 Jne 2005 SR 65/2005 s2.

Exemption from Part IV.1 of the Act

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

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

Jne 2005 SR 65/2005 s2.

Consideration for Internet sales contract

4.3 For the purposes of subclause 75.5(e)(i) of the Act, the prescribed amount of consideration is \$50.

30 Jne 2005 SR 65/2005 s2.

Disclosure of information by supplier

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

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

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

30 Jne 2005 SR 65/2005 s2.

Copy of Internet sales contract

4.5(1) For the purposes of clause 75.6(2)(c) of the Act, a copy of the Internet sales contract provided by the supplier to the consumer must include the following:

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

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

30 Jne 2005 SR 65/2005 s2.

Notice of cancellation

4.6(1) For the purposes of subsection 75.7(3) of the Act, a notice of cancellation may be given by a consumer to a supplier by any means, including the following:

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

30 Jne 2005 SR 65/2005 s2.

Request to cancel or reverse credit card charges

4.7(1) For the purposes of clause 75.81(2)(b) of the Act, a request to the credit card issuer to cancel or reverse the credit card charges incurred on account of the Internet sales contract that has been cancelled must include the following information:

- (a) the consumer's name;
 - (b) the consumer's credit card number;
 - (c) the expiry date of the consumer's credit card;
 - (d) the supplier's name;
 - (e) the date on which the consumer and supplier entered into the Internet sales contract;
 - (f) the dollar amount of consideration charged to the credit card account with respect to the Internet sales contract and related consumer transaction;
 - (g) a description sufficient to identify the goods, services or goods and services that were the subject of the Internet sales contract that was cancelled;
 - (h) the reason for cancellation of the Internet sales contract pursuant to section 75.61 of the Act;
 - (i) the date and means by which notice of cancellation of the Internet sales contract was given by the consumer.
- (2) For the purposes of clause 75.81(2)(d) of the Act, a request may be given to the credit card issuer by any means, including the following:
- (a) personal service;
 - (b) registered mail;
 - (c) courier;
 - (d) fax transmission;
 - (e) electronic mail.
- (3) For the purposes of subsection 75.81(5) of the Act, if the request is given other than by personal service, the request is deemed to be given at the time it is sent or transmitted, as the case may be.

30 Jne 2005 SR 65/2005 s2.