

The Consumer Protection Act

Repealed

by Chapter C-30.2* of the *Statutes of Saskatchewan, 2013*
(effective September 1, 2014)

Formerly

Chapter C-30.1 of the *Statutes of Saskatchewan, 1996*
(effective January 1, 1997) as amended by the *Statutes of
Saskatchewan, 1997, c.S-50.11; 2002, c.16; 2004, c.L-16.1 and
c.65; 2006 c.5 and 15; and 2008, c.4.*

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.

Table of Contents

	PART I		PART III
	Preliminary		Consumer Products Warranties
1	Short title		INTERPRETATION AND APPLICATION
2	Act binds Crown	39	Interpretation of Part
	PART II	40	Part not self-contained code
	Marketplace Practices	41	Subsequent owners
	INTERPRETATION AND APPLICATION	42	Second-hand or substandard consumer products
3	Interpretation of Part	43	Second-hand dealers
4	Application	44	Waiver of benefits ineffective; inclusion of certain clauses forbidden
	UNFAIR PRACTICES		EXPRESS WARRANTIES
5	Unfair practices	45	Express warranties
6	Specific unfair practices	46	Parol evidence rule abolished
7	Unfair practices prohibited	47	Express warranties in labels or packages, in advertising, deemed part of description
8	Circumstances surrounding unfair practice		STATUTORY WARRANTIES
	INVESTIGATIONS	48	Statutory warranties
9	Director to be appointed	49	Sale by description
10	Investigations	50	Manufacturers deemed to give statutory warranties
11	Written demand to produce records	51	Onus of proof
12	Copies of records	52	Retail seller's rights against manufacturer
13	Warrants		ADDITIONAL WRITTEN WARRANTIES
	REMEDIES	53	Retail seller deemed warrantor
14	Consumer may commence action	54	Additional written warranty concurrent with statutory warranty
15	Action by director for consumer		REMEDIES
16	Court order	55	No privity of contract required
17	Voluntary compliance	56	Remedies are additional
18	Immediate compliance order	57	Remedies for breach of statutory or express warranties
19	Order to refrain from dealing with assets	58	Where subsequent owner claims purchase price
20	Variation of order	59	Where party in breach must repair product
21	Bond in lieu of order	60	Where consumer rejects product
22	Injunction	61	Remedy for breach of additional written warranty to repair or replace
	OFFENCES AND PENALTIES	62	Additional repair costs
23	Offences and penalties		DAMAGES, COSTS AND LIMITATION
24	Offences by officers, directors or agents		OF ACTIONS
25	Compensation to consumer	63	Costs of disassembly and damages for claim of lien or failure to assemble
26	Defence	64	User may recover damages
	GENERAL	65	Exemplary damages
27	Mediation	66	Party-party costs
28	Confidentiality	67	Repealed
29	Unfair practice outside Saskatchewan		RESOLUTION OF DISPUTES
30	Repealed	68	Service of documents
31	No liability	69	Jurisdiction
32	Part applies	70	Effect of breach of standards
33	Rights transferred		GENERAL
34	Other remedies	71	Regulations
35	Advertising		
36	Appeal		
37	Parol evidence rule abolished		
38	Regulations		

PART IV
Unsolicited Goods

- 72 Interpretation of Part
- 73 Legal obligation of recipients
- 74 No action for loss, etc., in absence of acknowledgement
- 75 Repealed
- 75.1 Repealed
- 75.2 Repealed
- 75.3 Repealed
- 75.4 Regulations

PART IV.1
Internet Sales Contracts

- 75.5 Interpretation of Part
- 75.51 Application of Part
- 75.52 Disclosure of information
- 75.6 Copy of Internet sales contract
- 75.61 Cancellation of Internet sales contract
- 75.62 Court may provide relief against cancellation
- 75.7 Notice of cancellation
- 75.71 Effect of cancellation
- 75.72 Responsibilities on cancellation
- 75.8 Recovery of refund
- 75.81 Consumer's recourse re credit card charges
- 75.82 Offence and penalties
- 75.9 Directors, etc. of corporations
- 75.91 Regulations
- 76 Repealed

PART IV.2
Future Performance Contracts

- 76.10 Interpretation of Part
- 76.11 Application of Part
- 76.12 Requirements for future performance contracts
- 76.13 Copy of future performance contract
- 76.14 Cancellation of future performance contract
- 76.15 Notice of cancellation
- 76.16 Court may provide relief against cancellation
- 76.17 Effect of cancellation
- 76.18 Responsibilities on cancellation
- 76.19 Recovery of refund
- 76.20 Cancellation of pre-authorized payments
- 76.21 Offence and penalties
- 76.22 Directors, etc., of corporations
- 76.23 Regulations

PART IV.3
Personal Development Services Contracts

- 76.30 Interpretation of Part
- 76.31 Application of Part
- 76.32 Requirements for personal development services contracts
- 76.33 Copy of personal development services contract
- 76.34 Payments not required or accepted
- 76.35 Term of contract
- 76.36 Renewal or extension of contract

- 76.37 One contract per distinct service
- 76.38 Instalment plan
- 76.39 Cancellation of personal development services contract
- 76.40 Trustee for payment where facility unavailable
- 76.41 Notice of cancellation
- 76.42 Court may provide relief against cancellation
- 76.43 Effect of cancellation
- 76.44 Responsibilities on cancellation
- 76.45 Recovery of refund
- 76.46 Cancellation of pre-authorized payments
- 76.47 Offence and penalties
- 76.48 Directors, etc., of corporations
- 76.49 Regulations

PART IV.4
Travel Club Contracts

- 76.50 Interpretation of Part
- 76.51 Application of Part
- 76.52 Requirements for travel club contracts
- 76.53 Copy of travel club contract
- 76.54 Term of contract
- 76.55 Renewal or extension of contract
- 76.56 One contract per consumer
- 76.57 Cancellation of travel club contract
- 76.58 Notice of cancellation
- 76.59 Court may provide relief against cancellation
- 76.60 Effect of cancellation
- 76.61 Responsibilities on cancellation
- 76.62 Recovery of refund
- 76.63 Cancellation of pre-authorized payments
- 76.64 Offence and penalties
- 76.65 Directors, etc., of corporations
- 76.66 Regulations

PART IV.5
Remote Contracts

- 76.70 Interpretation of Part
- 76.71 Application of Part
- 76.72 Disclosure of information
- 76.73 Copy of remote contract
- 76.74 Cancellation of remote contract
- 76.75 Court may provide relief against cancellation
- 76.76 Notice of cancellation
- 76.77 Effect of cancellation
- 76.78 Responsibilities on cancellation
- 76.79 Recovery of refund
- 76.80 Consumer's recourse re credit card charges
- 76.81 Offence and penalties
- 76.82 Directors, etc., of corporations
- 76.83 Regulations
- 77 Repealed

PART IV.6
Prepaid Purchase Cards

DIVISION 1
Preliminary Matters

- 77.10 Interpretation of Part
- 77.11 Application of Part
- 77.12 Director appointed

DIVISION 2
Regulation of Prepaid Purchase Cards

- 77.13 No expiry date
- 77.14 Information to be provided
- 77.15 Fees
- 77.16 Agreements waiving provisions of Act null and void

DIVISION 3
Inspections, Investigations and Enforcement

- 77.17 Interpretation of Division
- 77.18 Written demand to produce records or property
- 77.19 Investigations
- 77.20 Power of director to order compliance
- 77.21 Power of court to order compliance

DIVISION 4
Offences and Penalties

- 77.22 Offence and penalties
- 77.23 Compliance orders and restitution
- 77.24 Limitation on prosecution

DIVISION 5
General

- 77.25 Immunity
- 77.26 Director and others not compellable to give evidence
- 77.27 Restrictions on access to records
- 77.28 Regulations

PART V
Coming into Force

- 78 Coming into force

CHAPTER C-30.1

An Act respecting Marketplace Practices, Consumer Product Warranties, Unsolicited Goods and Consumer Contracts

PART I Preliminary

Short title

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

Act binds Crown

2 This Act binds the Crown in right of Saskatchewan.

1996, c.C-30.1, s.2.

PART II Marketplace Practices INTERPRETATION AND APPLICATION

Interpretation of Part

3 In this Part:

- (a) “**consumer**” means an individual that participates or may participate in a transaction involving goods or services;
- (b) “**court**” means the Court of Queen’s Bench;
- (c) “**director**” means the person appointed pursuant to section 9;
- (d) “**goods**” means personal property, including fixtures, ordinarily used for personal, family or household purposes that have been or may be sold, leased or otherwise provided by a supplier to a consumer;
- (e) “**minister**” means the member of the executive council to whom for the time being the administration of this Act is assigned;
- (f) “**services**” means services ordinarily provided for personal, family or household purposes that have been or may be sold, leased or otherwise provided by a supplier to a consumer;
- (g) “**supplier**” means a person who, as principal or agent, carries on the business of:
 - (i) selling, leasing or otherwise providing goods or services on a retail basis;
 - (ii) manufacturing, importing, producing or assembling goods; or
 - (iii) distributing goods or services;
- (h) “**unfair practice**” means an unfair practice within the meaning of section 5.

1996, c.C-30.1, s.3.

Application

4 This Part applies to any transaction or proposed transaction involving goods or services other than a transaction or proposed transaction or type or kind of transaction or proposed transaction prescribed in the regulations for the purposes of this section.

1996, c.C-30.1, s.4.

UNFAIR PRACTICES**Unfair practices**

5 It is an unfair practice for a supplier, in a transaction or proposed transaction involving goods or services, to:

- (a) do or say anything, or fail to do or say anything, if as a result a consumer might reasonably be deceived or misled;
- (b) make a false claim;
- (c) take advantage of a consumer if the person knows or should reasonably be expected to know that the consumer:
 - (i) is not in a position to protect his or her own interests; or
 - (ii) is not reasonably able to understand the nature of the transaction or proposed transaction; or
- (d) without limiting the generality of clauses (a) to (c), do anything mentioned in section 6.

1996, c.C-30.1, s.5.

Specific unfair practices

6 The following are unfair practices:

- (a) representing that goods or services have sponsorship, approval, performance characteristics, accessories, ingredients, components, qualities, uses or benefits that they do not have;
- (b) representing that the supplier has a sponsorship, approval, status, affiliation or connection that the supplier does not have;
- (c) representing that goods or services are of a particular standard, quality, grade, style, model, origin or method of manufacture if they are not;
- (d) representing that goods are new or unused if they are not or if they have deteriorated or been altered, reconditioned or reclaimed;
- (e) representing that goods have been used to an extent different from the fact or that they have a particular history or use if the supplier knows it is not so;
- (f) representing that goods or services are available if the supplier does not supply nor intend to supply or otherwise dispose of the goods or services as represented;

- (g) representing that goods or services are available or are available for a particular reason, for a particular price, in particular quantities or at a particular time if the supplier knows or can reasonably be expected to know it is not so, unless the representation clearly states any limitations;
- (h) representing that a service, part, repair or replacement is needed if that is not so, or that a service has been provided, a part has been installed, a repair has been made or a replacement has been provided, if that is not so;
- (i) representing that a price benefit or advantage exists respecting goods or services where a price benefit or advantage does not exist;
- (j) charging a price for goods or services that is substantially higher than an estimate provided to the consumer, except where the consumer has expressly agreed to the higher price in advance;
- (k) representing that a transaction involving goods and services involves or does not involve rights, remedies or obligations where that representation is deceptive or misleading;
- (l) representing anything that gives a part of the price of specific goods or services but does not give reasonable prominence to the total price of the goods or services;
- (m) representing that a salesperson, representative, employee or agent has the authority to negotiate the final terms of a transaction involving goods or services if that is not so;
- (n) representing that the purpose or intent of a solicitation or communication with a consumer by a supplier is for a purpose or intent different from the fact;
- (o) using exaggeration, innuendo or ambiguity in representing a material fact, or failing to disclose a material fact, if the representation or failure is deceptive or misleading;
- (p) representing that goods or services have been made available in accordance with a previous representation if they have not;
- (q) taking advantage of a consumer by including in a consumer agreement terms or conditions that are harsh, oppressive or excessively one-sided;
- (r) taking advantage of a consumer by entering into an agreement where the price of the goods and services grossly exceeds the price at which similar goods or services are readily obtainable in a similar transaction by like consumers;
- (s) taking advantage of a consumer by exerting undue pressure or undue influence on the consumer to enter into a transaction involving goods or services.

c. C-30.1**CONSUMER PROTECTION****Unfair practices prohibited**

- 7(1)** No supplier shall commit an unfair practice.
- (2) No employee, agent, salesperson or representative of the supplier shall commit an unfair practice.
- (3) A supplier and the supplier's employee, agent, salesperson or representative are liable for an unfair practice of the employee, agent, salesperson or representative.
- (4) In determining whether or not a person has committed an unfair practice, the general impression given by the alleged unfair practice may be considered.
- (5) In determining whether or not a person has committed an unfair practice, the reasonableness of the actions of that person in those circumstances is to be considered.

1996, c.C-30.1, s.7.

Circumstances surrounding unfair practice

- 8(1)** An unfair practice may occur before, during or after a transaction involving goods or services or whether or not a transaction involving goods or services takes place.
- (2) An unfair practice may consist of a single act or omission.
- (3) An unfair practice is an unfair practice for the purposes of this Part notwithstanding that:
 - (a) it is not directed at a specific consumer and does not occur in the course of or for the purposes of a specific transaction involving goods or services but is directed to the public at large; and
 - (b) there is no privity of contract between the supplier and any specific consumer affected by the unfair practice.

1996, c.C-30.1, s.8.

INVESTIGATIONS**Director to be appointed**

- 9(1)** The minister shall administer this Part.
- (2) The minister shall appoint a director, who is to be responsible to the minister, to manage and direct the administration of this Part.
- (3) The director shall:
 - (a) inform consumers and suppliers of the provisions of this Part and the regulations, and of their rights and duties; and
 - (b) maintain a public record of:
 - (i) enforcement proceedings taken pursuant to this Part or the regulations made pursuant to this Part;

- (ii) orders and judgments rendered pursuant to this Part; and
- (iii) voluntary compliance agreements entered into pursuant to this Part.

1996, c.C-30.1, s.9.

Investigations

10(1) The minister may designate persons or classes of persons to act as investigators for the purposes of this Part and the regulations made pursuant to this Part.

(2) The director may order an investigation where, as a result of a complaint or the director's own inquiries, the director is of the opinion that there are reasonable grounds to believe that a person has contravened, is contravening or is about to contravene:

- (a) this Part or the regulations made pursuant to this Part;
- (b) an order or judgment rendered pursuant to this Part; or
- (c) a voluntary compliance agreement entered into pursuant to this Part.

(3) In an investigation, the director or an investigator, with the consent of the supplier, may:

- (a) at any reasonable time, enter the business premises of the supplier and examine any book, paper, document or thing found in the premises that may be relevant to the contravention;
- (b) make copies of any book, paper, document or thing examined;
- (c) retain any book, paper, document or thing examined that may be required for use as evidence; and
- (d) inquire into:
 - (i) any negotiations, transactions, loans or borrowing made by or on behalf of or in relation to the supplier that may be relevant to the contravention; and
 - (ii) any assets, property or things owned, acquired or disposed of in whole or in part by the supplier, or by any other person acting on the supplier's behalf, that may be relevant to the contravention.

1996, c.C-30.1, s.10.

Written demand to produce records

11(1) For the purpose of administering and enforcing this Part, the director may serve a written demand on any supplier requiring the production, including the production on oath, of any record that relates or may relate to an unfair practice.

(2) The director may specify a reasonable time within which the written demand is to be complied with, and every person on whom a demand is served shall comply within the specified time.

1996, c.C-30.1, s.11.

c. C-30.1**CONSUMER PROTECTION****Copies of records**

12(1) Where a record has been examined, removed or produced pursuant to this Part, the director may make copies of that record.

(2) A record certified by the director to be a copy made pursuant to this section:

(a) is admissible in evidence without proof of the office or signature of the director; and

(b) has the same probative force as the original record.

(3) The director shall ensure that after copies of any records examined, removed or produced pursuant to this Part are made, the originals are promptly returned to:

(a) the place they were removed from; or

(b) any other place that may be agreed to by the director and the person who produced them or from whom they were removed.

1996, c.C-30.1, s.12.

Warrants

13(1) Where the director, pursuant to this Part, requires the production of any record and the person from whom the record is required refuses or neglects to produce that record, the director may apply *ex parte* to a justice of the peace or a judge of the Provincial Court for a warrant authorizing the director or a person named in the warrant to:

(a) enter and search any premises named in the warrant for the record that the person refused or neglected to produce; and

(b) seize and take possession of the record.

(2) A justice of the peace or judge of the Provincial Court, if satisfied on oath of the director that the director has required production of a record and the person from whom production was required has refused or neglected to produce that record, may issue the warrant.

1996, c.C-30.1, s.13.

REMEDIES**Consumer may commence action**

14(1) In this section and sections 15 and 16, “**court**” includes the Provincial Court of Saskatchewan, but only where the action or relief sought is within the jurisdiction of that court pursuant to *The Small Claims Act, 1997*.

(2) A consumer who has suffered a loss as a result of an unfair practice may commence an action in the court against a supplier.

(3) A consumer shall not commence an action where the director has made application to the court on the consumer’s behalf pursuant to section 15 respecting the same supplier and transaction.

1996, c.C-30.1, s.14; 1997, c.S-50.11, s.54.

Action by director for consumer

15(1) Where the director believes it is in the public interest, the director may, with the written approval of the minister and on behalf of any consumer affected by an unfair practice:

- (a) commence any court action against the supplier that the consumer would be entitled to bring pursuant to section 14;
 - (b) maintain any court action that the consumer has already commenced against the supplier pursuant to section 14;
 - (c) defend any court action brought by the supplier against the consumer for any transaction respecting goods or services.
- (2) In a court action pursuant to this section, the court may make any order and grant any relief that it may make or grant pursuant to section 16 in an action by a consumer.
- (3) The director, the affected consumer and supplier, and any other persons that the court may direct are parties to any court action commenced, maintained or defended by the director pursuant to this section.

1996, c.C-30.1, s.15.

Court order

16(1) Where the court finds that a supplier has committed an unfair practice, the court may:

- (a) order restitution of any money, property or other consideration given or furnished by the consumer;
 - (b) award the consumer damages in the amount of any loss suffered because of the unfair practice, including punitive or exemplary damages;
 - (c) grant an injunction restraining the supplier from continuing the unfair practice;
 - (d) make an order of specific performance against the supplier;
 - (e) order the supplier to comply with a voluntary compliance agreement entered into by the supplier; or
 - (f) make any other order the court considers appropriate.
- (2) An order pursuant to clause (1)(b) for exemplary or punitive damages may not be made against the supplier where the supplier took reasonable precautions and exercised due diligence to avoid the unfair practice.
- (3) Where the court finds that an unfair practice has occurred, for the purposes of making an order pursuant to this section, the court shall consider whether or not the consumer made a reasonable effort:
- (a) to minimize any loss resulting from the unfair practice; and
 - (b) to resolve the dispute with the supplier before commencing the action.

1996, c.C-30.1, s.16.

Voluntary compliance

17(1) Where the director is of the opinion that there are reasonable grounds to believe that a supplier has committed, is committing or is about to commit an unfair practice, the director may invite the supplier to enter into a voluntary compliance agreement.

(2) A voluntary compliance agreement:

- (a) is to be in writing; and
- (b) is to include an undertaking that the person will not engage in the prohibited activity.

(3) A voluntary compliance agreement may include an undertaking to:

- (a) pay damages to any consumer who suffered loss as a result of an unfair practice, as specified in the agreement;
- (b) reimburse the minister for the minister's costs, as specified in the agreement;
- (c) create and maintain trust accounts and to pay money received from consumers into those accounts, as specified in the agreement; and
- (d) give to the director a copy of any contract, advertisement or other document, as specified in the agreement.

(4) The director may require that the voluntary compliance agreement contain any terms that the director considers appropriate, including a term that the supplier file with the director and maintain collateral for an undertaking in a form and amount acceptable to the director.

1996, c.C-30.1, s.17.

Immediate compliance order

18(1) The director may make an order for immediate compliance with this Part to take effect immediately where the director is of the opinion that there are reasonable grounds to believe that:

- (a) a supplier has committed, is committing or is about to commit an unfair practice; and
- (b) an immediate compliance order is in the public interest.

(2) A supplier against whom an immediate compliance order is made is to be served with a copy of the order together with written reasons for the making of the order.

(3) The supplier named in an immediate compliance order may appeal the order, within 10 days of the order being made, to the court.

(4) Where a supplier appeals an immediate compliance order, the court may:

- (a) confirm or vary the order;
- (b) set aside the order;
- (c) make any other order it considers appropriate; or
- (d) attach any terms to the order it considers appropriate.

- (5) In an appeal:
- (a) the director and the supplier appealing the order and any other persons that the court may specify are parties to the proceedings before the court; and
 - (b) the director has the burden of establishing that the supplier is or was committing the unfair practice set out in the director's order.

1996, c.C-30.1, s.18.

Order to refrain from dealing with assets

19(1) The director may apply to the court *ex parte* for an order where the director is of the opinion that there are reasonable grounds to believe that it is necessary for the protection of the public and that:

- (a) a supplier has committed, is about to commit or is committing an unfair practice; and
 - (b) the supplier has received money or security from the consumer in relation to a transaction.
- (2) The order may:
- (a) prohibit any person who is holding funds of the supplier, who has possession or control over any real or personal property or other assets of the supplier or who has a debt to pay to the supplier from disposing of or otherwise dealing with the funds, property, assets or debt except as approved by the court;
 - (b) direct the supplier not to disburse any funds or otherwise deal with any funds, property or assets of the supplier, or debts owing to the supplier, except as approved by the court; or
 - (c) contain any other terms the court considers appropriate.
- (3) The amount or value of any funds, property, assets or debt affected by the order is to bear a reasonable relationship to the amount or value of the money or security paid or given to the supplier by the consumer.
- (4) The order ceases to have any effect 10 days after the order is made unless it is renewed by the court prior to the expiry date on the application of the director, and the court may renew the order for any period and on any terms that it considers appropriate.

1996, c.C-30.1, s.19.

Variation of order

20(1) On notice to the director, a supplier or any other person affected by an order made pursuant to section 19 may apply, within 10 days of the order being made, to the court to have the order varied or set aside.

- (2) Where a supplier or other person against whom the order is made is in doubt as to the application of the order to any funds, property, assets or debt, or another person not named in the order claims a right, title or interest in the funds, property, assets or debt, the supplier or other person may pay or deliver the funds, property or assets or the amount of the debt into the court.

1996, c.C-30.1, s.20.

Bond in lieu of order

21(1) A supplier who has received money or security from a consumer for a transaction involving goods or services may file or deposit with the director a bond or other security, in a form and an amount and containing terms acceptable to the director, in the name of and for the benefit of the director.

(2) The director may accept the bond or security where, in his or her opinion, there are reasonable grounds to believe that it is not contrary to the public interest to accept the bond or security.

(3) Where the director accepts a bond or security, the director may not apply to the court for an order respecting the transaction for which the bond or security is filed or deposited.

(4) In the event of a breach of any term of a bond or security filed or deposited by a supplier, the director, on notice to the supplier, shall apply to the court for direction as to the forfeiture of the bond or security and the realization and disposition of the proceeds.

1996, c.C-30.1, s.21.

Injunction

22(1) Where the director is of the opinion that there are reasonable grounds to believe that it is necessary for the protection of the public, the director may apply to the court *ex parte* for an interim or permanent injunction restraining a supplier from committing or attempting to commit an unfair practice.

(2) In the application for the injunction:

(a) the court shall give greater weight, importance and the balance of convenience to the protection of consumers than to the carrying on of the business of a supplier;

(b) the director shall not be required to post a bond or give an undertaking as to damages; and

(c) the director does not need to establish that irreparable harm will be done to a consumer or any class of consumers if the interim injunction is not granted.

(3) In an appeal of an interim or permanent injunction, the director, the supplier and any other persons that the court may direct are parties to proceedings before the court.

(4) In an appeal, the director has the burden of establishing that the supplier was committing or attempting to commit the unfair practice that gave rise to the injunction.

1996, c.C-30.1, s.22.

OFFENCES AND PENALTIES

Offences and penalties

23(1) No person shall:

- (a) contravene any provision of this Part, the regulations made pursuant to this Part or an order of the director pursuant to this Part;
 - (b) refuse or fail to furnish information as required by this Part, or furnish false information to a person acting pursuant to this Part;
 - (c) fail to comply with an order of the court; or
 - (d) fail to comply with a voluntary compliance agreement entered into pursuant to this Part unless the agreement has been rescinded by written consent of the director or by the court.
- (2) Any individual who contravenes any provision of this Part or the regulations made pursuant to this Part is guilty of an offence and liable on summary conviction:
- (a) for a first offence, to a fine of not more than \$5,000, to imprisonment for a term of not more than one year or to both; and
 - (b) for a second or subsequent offence, to a fine of not more than \$10,000, to imprisonment for a term of not more than one year or to both.
- (3) Any corporation that contravenes any provision of this Part or the regulations made pursuant to this Part is guilty of an offence and liable on summary conviction:
- (a) for a first offence, to a fine of not more than \$100,000; and
 - (b) for a second or subsequent offence, to a fine of not more than \$500,000.

1996, c.C-30.1, s.23.

Offences by officers, directors or agents

24 Any officer, director or agent of a corporation who directed, authorized or participated in an act or omission by a corporation that would constitute an offence by that corporation is guilty of that offence whether or not the corporation has been prosecuted or convicted.

1996, c.C-30.1, s.24.

Compensation to consumer

25(1) A court that convicts a person pursuant to this Part, at the time of sentencing, on application of the aggrieved consumer or by the Crown prosecutor on the request and on behalf of the aggrieved consumer, may order the defendant to pay to the aggrieved consumer an amount not exceeding the monetary jurisdiction specified in *The Small Claims Act, 1997* as compensation for pecuniary loss suffered by the aggrieved consumer as a result of the commission of the offence.

(2) Where the defendant does not pay the amount ordered within the time specified by the judge or, where no time is specified, within 30 days, the order may be enforced by the consumer in the same manner as a certificate of judgment issued pursuant to *The Small Claims Act, 1997*.

c. C-30.1**CONSUMER PROTECTION**

(3) No application shall be made where the aggrieved consumer has commenced a civil action against the defendant respecting the transaction that gave rise to the offence.

1996, c.C-30.1, s.25; 1997, c.S-50.11, s.54.

Defence

26(1) It is a defence for the person charged with an offence to prove that:

- (a) the commission of the offence was due to a mistake or to reliance on information supplied to him or her, or to the act or default of another person, or to an accident or some other cause beyond his or her control; and
 - (b) he or she took all reasonable precautions and exercised all due diligence to avoid the commission of the offence by himself or herself or any person under his or her control.
- (2) Where the defence involves the allegation that the commission of the offence was due to the act or default of another person or reliance on information supplied by another person, the person charged shall not, without leave of the court, rely on that defence unless he or she served a written notice on the prosecutor, at least seven clear days before the trial, giving the information then in his or her possession identifying or assisting in the identification of that person.

1996, c.C-30.1, s.26.

GENERAL**Mediation**

- 27(1)** The director, where appropriate, shall make every attempt to direct disputes between consumers and suppliers pursuant to this Part to mediation.
- (2) Where both parties agree to mediate their dispute, the director shall not take any further action pursuant to this Part during the period of mediation.
- (3) Subject to the consent of both of the parties to a dispute, a mediator shall hold all information received by him or her during a mediation session in confidence.

1996, c.C-30.1, s.27.

Confidentiality

- 28(1)** Every person employed in the administration of this Part, including a person conducting an investigation pursuant to section 10:
- (a) shall preserve secrecy respecting all matters that come to his or her knowledge in the course of his or her employment or duties; and

- (b) shall not communicate those matters to any person except:
 - (i) as required or permitted in connection with the administration of this Part or the regulations made pursuant to this Part or proceedings pursuant to this part or the regulations;
 - (ii) to his or her counsel or to the court in a proceeding pursuant to this Part or the regulations made pursuant to this Part;
 - (iii) to a department or agency of a government that administers statutes, measures or rulings similar to this Part or an Act for the general protection of consumers; or
 - (iv) with the consent of the person to whom the information relates.
- (2) Except respecting a proceeding pursuant to this Part or the regulations made pursuant to this Part, no person to whom subsection (1) applies may be compelled to give evidence respecting information obtained by him or her in the course of his or her employment or duties except in a criminal proceeding.

1996, c.C-30.1, s.28.

Unfair practice outside Saskatchewan

29 The director may take any action authorized by this Part that the director considers necessary against a supplier in Saskatchewan on behalf of a consumer where the unfair practice occurred outside Saskatchewan.

1996, c.C-30.1, s.29.

30 Repealed. 2004, c.L-16.1, s.43.

No liability

31 Neither the Crown in right of Saskatchewan nor the minister, director or any other person employed in the administration of this Part is liable for any loss or damage suffered by a person by reason of anything done or omitted to be done in good faith in the course of the administration of this Part.

1996, c.C-30.1, s.31.

Part applies

32 The provisions of this Part apply notwithstanding any agreement to the contrary, and any waiver or release given of the rights, benefits or protection provided pursuant to this Part is void.

1996, c.C-30.1, s.32.

c. C-30.1**CONSUMER PROTECTION****Rights transferred**

33 Where, other than in the course of business, an individual, as heir or assignee, receives from a consumer goods or services, that individual has the same rights as the consumer to seek and obtain redress from the supplier pursuant to this Part.

1996, c.C-30.1, s.33.

Other remedies

34 Nothing in this Part restricts, limits or derogates from any remedy that a consumer may have under any other law.

1996, c.C-30.1, s.34.

Advertising

35 A person who, on behalf of a supplier, produces or publishes an advertisement in good faith and in the ordinary course of business is not responsible, for the purposes of this Part, for the truth or accuracy of any representation in that advertisement.

1996, c.C-30.1, s.35.

Appeal

36 With leave of a judge of the Court of Appeal, an appeal from any order of the court made pursuant to this Part may be made to the Court of Appeal on a question of law within 30 days of the date of the order unless otherwise provided in this Part.

1996, c.C-30.1, s.36.

Parol evidence rule abolished

37 Parol or extrinsic evidence establishing the existence of an express warranty is admissible in any action between a consumer and a supplier even though it adds to, varies or contradicts a written contract.

1996, c.C-30.1, s.37.

Regulations

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

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) exempting any class of supplier of goods or services or any class of goods or services or transactions involving goods or services from the application of this Part or any provision of this Part and fixing conditions for that exemption;

- (c) respecting the mediation of disputes;
- (d) prescribing information that must be part of a representation made by a supplier or class of suppliers respecting any transaction or class of transactions involving goods or services;
- (e) respecting the form and manner of service of any document required or authorized to be served pursuant to this Part;
- (f) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (g) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

1996, c.C-30.1, s.38.

PART III

Consumer Products Warranties

INTERPRETATION AND APPLICATION

Interpretation of Part

39 In this Part:

(a) **“acceptable quality”** means the characteristics and the quality of a consumer product that consumers can reasonably expect the product to have, having regard to all the relevant circumstances of the sale of the product, including:

- (i) the description of the product;
- (ii) its purchase price; and
- (iii) the express warranties of the retail seller or manufacturer of the product;

and includes merchantable quality within the meaning of *The Sale of Goods Act*;

(b) **“additional written warranty”** means any undertaking in writing by a warrantor that the warrantor will repair, replace, make a refund or take other remedial action respecting a consumer product that breaks down, malfunctions or fails to meet the specifications in the undertaking, and includes a service contract, but does not include an express warranty:

- (i) that is similar to an expression of general policy concerning customer satisfaction; and
- (ii) that is not subject to any specific limitation;

(c) **“breach of a substantial character”** means:

(i) that a consumer product, or the level of performance of the retail seller or manufacturer of a consumer product, departs substantially from what consumers can reasonably expect, having regard to all the relevant circumstances of the sale of the product, including:

(A) the description of the product;

(B) its purchase price;

(C) the statutory warranties and express warranties of the retail seller or the manufacturer of the product; or

(ii) that a consumer product is totally or substantially unfit for all the usual purposes of such product or for any particular purpose for which, to the knowledge of the retail seller, the product is being bought;

(d) **“consumer”** means a person who buys a consumer product from a retail seller and includes a non-profit organization, whether incorporated or not, that has objects of a benevolent, charitable, educational, cultural or recreational nature and that acquires a consumer product from a retail seller, but no person who:

(i) acquires a consumer product for the purpose of resale shall be a consumer respecting that product;

(ii) intends to use a consumer product in a business or who intends to use the product predominantly for business purposes but also for personal, family or household purposes is a consumer respecting that product, except that where goods are consumer products within the meaning of subclause (e)(ii) the individual or the corporation is a consumer for the purposes of this Part;

(e) **“consumer product”**:

(i) means any goods ordinarily used for personal, family or household purposes and, without restricting the generality of the foregoing, includes any goods ordinarily used for personal, family or household purposes that are designed to be attached to or installed in any real or personal property, whether or not they are so attached or installed; and

(ii) includes any goods bought for agricultural or fishing purposes by an individual or by a family farming corporation but does not include any implement the sale of which is governed by the provisions of *The Agricultural Implements Act*;

(f) **“express warranty”** means an express warranty as described in section 45;

(g) **“family farming corporation”** means a corporation the principal object and business of which is farming or fishing and with respect to which:

(i) at least 95% of the shares are owned wholly by persons related to one another by blood, marriage or adoption; and

(ii) at least 51% of the shares are owned by a shareholder or shareholders principally occupied in the farming or fishing operations of the corporation;

(h) **“manufacturer”** means a person who carries on the business of assembling, processing or manufacturing consumer products and includes:

- (i) any person who attaches his or her brand name or causes or permits his or her brand name to be attached to consumer products;
- (ii) any person who describes himself or herself or holds himself or herself out to the public as the manufacturer of consumer products; and
- (iii) where consumer products are manufactured outside Canada and the foreign manufacturer of the products does not have a regular place of business in Canada, a person who imports or distributes those products;

(i) **“motor vehicle”** means any self-propelled vehicle designed for conveyance on public highways of persons or goods, and includes a snowmobile;

(j) **“product”** means a consumer product;

(k) **“purchase price”** means, subject to subsection 58(1), the total value of the consideration or any part of the consideration that has been paid by the consumer to the retail seller or his or her assignee for a consumer product and includes those finance charges or other credit costs that the consumer has reasonably incurred respecting the product;

(l) **“retail seller”** means a person who sells consumer products to consumers in the ordinary course of his or her business but, subject to subsection 50(1), does not include a trustee in bankruptcy, receiver, liquidator, sheriff, auctioneer or person acting under an order of a court;

(m) **“sale”** means a transaction in which the retail seller transfers or agrees to transfer the general property in a consumer product to a consumer for a valuable consideration and includes but is not restricted to:

- (i) a conditional sale;
- (ii) a contract of lease or hire;
- (iii) a transaction under which a consumer product is supplied to a consumer along with services;

and any reference in this Part to “buy”, “buying”, “bought”, “sell”, “sold” or “selling” is to be construed accordingly;

(n) **“sale by sample”** means a sale in which there is a term in the contract of sale express or implied, to the effect that the sale is a sale by sample;

(o) **“second-hand dealer”** means a retail seller whose sales of second-hand consumer products constitute at least 85% of the retail seller’s total number of sales of consumer products, but does not include a retail seller who carries on, in whole or in part, the business of selling motor vehicles;

(p) **“service contract”** means a contract in writing for performance:

- (i) over a fixed period; or
- (ii) for a specified duration determined by means other than time;

of services relating to the maintenance or repair of a consumer product, whether or not the contract provides for the furnishing of parts or materials to be supplied with or consumed in the performance of those services;

c. C-30.1**CONSUMER PROTECTION**

- (q) **“statutory warranty”** means the warranties described in section 48;
- (r) **“warrantor”** means a manufacturer, retail seller or other person who offers an additional written warranty to a consumer.

1996, c.C-30.1, s.39.

Part not self-contained code

40(1) The rights and remedies provided in this Part are in addition to any other rights or remedies under any other law in force in Saskatchewan unless a right or remedy under that law is expressly or impliedly contradicted by this Part.

(2) No provisions of this Part are to be construed as repealing, invalidating or superseding the provisions of any other law in force in Saskatchewan unless this Part by express provision or by necessary implication clearly intends those provisions to be so construed.

1996, c.C-30.1, s.40.

Subsequent owners

41(1) Subject to subsection (2), persons who derive their property or interest in a product from or through the consumer, whether by purchase, gift, operation of law or otherwise, are, regardless of their place in the sequence of dealings respecting the product, deemed:

- (a) to be given by the retail seller or manufacturer the same statutory warranties that the consumer was deemed to have been given pursuant to sections 48 and 50;
- (b) to receive from the warrantor the same additional written warranties that the consumer received and, for the purposes of any provision of this Part, unless otherwise provided in this Part:
 - (i) have rights and remedies against the retail seller, manufacturer or warrantor equal to but not greater than the rights and remedies the consumer has pursuant to this Part; and
 - (ii) are subject to any defences or rights of set-off that could be raised against the consumer pursuant to this Part.

(2) No retail seller who acquires a product from or through a consumer for the purposes of resale or for use predominantly in a business has any rights pursuant to subsection (1) respecting that product.

1996, c.C-30.1, s.41.

Second-hand or substandard consumer products

42 Subject to section 43, this Part applies to sales of second-hand, substandard or otherwise inferior consumer products and, where a consumer product is described as being second-hand, substandard or otherwise inferior, the description and the purchase price are material facts in determining the characteristics and qualities that consumers can reasonably expect that product to have.

1996, c.C-30.1, s.42.

CONSUMER PROTECTION

c. C-30.1

Second-hand dealers

43(1) A second-hand dealer is entitled to rely on a provision in a contract for the sale of a second-hand consumer product where the second-hand dealer proves that, before he or she entered into the contract, the provision that excludes or modifies any or all of the statutory warranties mentioned in clauses 48(d), (e) and (g) was:

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

(2) An exclusion or modification mentioned in subsection (1) does not, in any way, limit or affect a manufacturer's liability pursuant to subsection 50(2) respecting that product.

1996, c.C-30.1, s.43; 2002, c.16, s.3; 2004, c.65, s.5; 2006, c.15, s.4.

Waiver of benefits ineffective; inclusion of certain clauses forbidden

44(1) Subject to subsection 43(1), every agreement or bargain, verbal or written, express or implied that states or implies any of the following is void:

- (a) that the provisions of this Part or the regulations made pursuant to this Part do not apply;
- (b) that any right or remedy provided by this Part or the regulations made pursuant to this Part do not apply;
- (c) that any right or remedy provided by this Part or the regulations made pursuant to this Part is in any way limited, modified or abrogated.

(2) Notwithstanding subsection (1), where the parties to a dispute pursuant to this Part are able to resolve their dispute through mediation, arbitration or another process, the parties' rights pursuant to this Part are extinguished respecting that dispute.

1996, c.C-30.1, s.44.

EXPRESS WARRANTIES

Express warranties

45(1) Any promise, representation, affirmation of fact or expression of opinion or any action that reasonably can be interpreted by a consumer as a promise or affirmation relating to the sale or to the quality, quantity, condition, performance or efficacy of a consumer product or relating to its use or maintenance is deemed to be an express warranty if it would usually induce a reasonable consumer to buy the product, whether or not the consumer actually relies on the warranty.

(2) Subsection (1) applies to a promise, representation, affirmation of fact or expression of opinion made verbally or in writing directly to a consumer or through advertising by a retail seller or manufacturer, or his or her agent or employee who has actual, ostensible or usual authority to act on his or her behalf.

(3) No express warranty is to disclaim, exclude or limit a statutory warranty prescribed by section 48.

1996, c.C-30.1, s.45.

c. C-30.1**CONSUMER PROTECTION****Parol evidence rule abolished**

46 Parol or extrinsic evidence establishing the existence of an express warranty is admissible in any action between a consumer and a retail seller or manufacturer even though it adds to, varies or contradicts a written contract.

1996, c.C-30.1, s.46.

Express warranties in labels or packages, in advertising, deemed part of description

47(1) A retail seller is a party to express warranties contained on labels or packages accompanying or attached to a consumer product sold by the retail seller to a consumer unless the retail seller has made it clear to the consumer prior to the sale that the retail seller does not adopt the express warranties.

(2) Subject to subsection (3), no retail seller is a party to any express warranties contained in any advertisement originating from or carried out by a manufacturer unless the retail seller expressly or impliedly adopts those warranties.

(3) Notwithstanding that a retail seller does not adopt the express warranties mentioned in subsections (1) and (2), any descriptive statements that appear on the label or container or otherwise accompany the consumer product, for the purposes of clause 48(c), are deemed to be part of the description of the product.

1996, c.C-30.1, s.47.

STATUTORY WARRANTIES**Statutory warranties**

48 Where a consumer product is sold by a retail seller, the following warranties are deemed to be given by the retail seller to the consumer:

- (a) that the retail seller has a right to sell the product;
- (b) that:
 - (i) at the time of delivery to the consumer, the product is and will remain free from any security interest, lien, charge or encumbrance not expressly disclosed or actually known to the consumer before the sale is made; and
 - (ii) the consumer will enjoy quiet possession of the product except to the extent that it may be disturbed by any person entitled to any security interest, lien, charge or encumbrance disclosed or actually known to the consumer before the sale is made;
- (c) where the sale of the product is a sale by description, that the product corresponds with the description;
- (d) that the product supplied under the contract is of acceptable quality, except that this warranty is deemed not to be given:
 - (i) respecting defects specifically drawn to the consumer's attention before the contract is made; or
 - (ii) where the consumer examines the product before the contract is made, respecting defects that examination ought to have revealed;

(e) where the consumer expressly or by implication makes known to the retail seller any particular purpose for which the product is being bought, that the product supplied under the contract is reasonably fit for that purpose, whether or not that is a purpose for which the product is commonly supplied, except that this warranty is deemed not to be given where the circumstances show that:

- (i) the consumer does not rely on the retail seller's skill or judgment; or
- (ii) it is unreasonable for the consumer to rely on the retail seller's skill or judgment;

(f) where the sale of the product is a sale by sample:

- (i) that the bulk of the product corresponds in quality with the sample;
- (ii) that the consumer is to have a reasonable opportunity to compare the bulk of the product with the sample;
- (iii) that the product is free from any defect that renders it not of acceptable quality and that would not be apparent on reasonable examination of the sample;

(g) that the product and all its components are to be durable for a reasonable period, having regard to all the relevant circumstances of the sale, including:

- (i) the description and nature of the product;
- (ii) the purchase price;
- (iii) the express warranties of the retail seller or manufacturer; and
- (iv) the necessary maintenance the product normally requires and the manner in which it has been used;

(h) where the product normally requires repairs, that spare parts and repair facilities will be reasonably available for a reasonable period after the date of sale of the product.

1996, c.C-30.1, s.48.

Sale by description

49 No sale of consumer products is precluded from being a sale by description by reason only that it is a sale of specific consumer products or that the products being exposed for sale are selected by the consumer.

1996, c.C-30.1, s.49.

Manufacturers deemed to give statutory warranties

50(1) For the purposes of subsection (2), “**retail seller**” includes those persons who are excluded from the definition of retail seller in clause 39(l).

(2) Subject to subsection (3), the manufacturer of consumer products is deemed to give to consumers of those products the same statutory warranties respecting those products as the retail seller is deemed to have given pursuant to clauses 48(b) to (h).

(3) A manufacturer of consumer products is liable only for the manufacturer's own breach of the statutory warranties or of any express or additional written warranties that the manufacturer has given to consumers and, without limiting the generality of the foregoing, the application of subsection (2) is subject to the following:

(a) no provision of clause 48(b) applies respecting any security interest that is not created by the manufacturer or any lien, charge or encumbrance not arising as the result of any act or default on the manufacturer's part;

(b) no manufacturer is bound by any description applied by the retail seller to the consumer products without the authority or consent of the manufacturer;

(c) for the purpose of clause 48(d), the consumer is deemed to have notice of a defect if disclosure of the defect was made directly or indirectly to the retail seller and was intended by the manufacturer to reach the consumer and in the normal course of events could reasonably be expected by the manufacturer to reach the consumer;

(d) no provision of clause 48(e) applies where, without the consent of the manufacturer, any consumer product:

(i) is sold by a retail seller to a consumer as being fit for a purpose that is not the ordinary purpose of the product; or

(ii) at the time of sale, is in such a state, age or condition that it is unreasonable for the consumer to conclude that it is fit for the purpose for which it is commonly supplied.

1996, c.C-30.1, s.50.

Onus of proof

51(1) There is a presumption of breach of warranties by a manufacturer where:

(a) a consumer, a person mentioned in subsection 41(1) who derives his or her property or interest in a consumer product from or through a consumer, or a person mentioned in section 64 brings an action against a manufacturer for breach of one or more statutory warranties set out in clauses 48(d) and (e);

(b) the consumer or person proves the poor quality, malfunctioning or breakdown of the consumer product but cannot prove the exact cause of the poor quality, malfunctioning or breakdown; and

(c) the facts of the case are such that it is reasonable to draw an inference of a breach by the manufacturer of those statutory warranties.

CONSUMER PROTECTION

c. C-30.1

(2) The presumption in subsection (1) can be rebutted by proof that the poor quality, malfunctioning or breakdown of the consumer product was due to a cause not attributable to the manufacturer or that the consumer product was acceptable or fit for the purpose for which it was bought when it went out of the manufacturer's control.

1996, c.C-30.1, s.51.

Retail seller's rights against manufacturer

52(1) Where a retail seller is sued for a breach of a statutory warranty by a consumer, by a person mentioned in subsection 41(1) or by a person mentioned in section 64, and the manufacturer of the consumer product is in breach of the same statutory warranty to the consumer or person, the retail seller is entitled, whether or not the retail seller bought the consumer product directly from the manufacturer, to recover from the manufacturer, in the manner described in subsection (2), any losses that:

- (a) the retail seller may suffer as a result of the suit: and
- (b) are the responsibility of the manufacturer pursuant to this Part.

(2) A retail seller who intends to recover losses from a manufacturer in accordance with subsection (1), on being served with the documents initiating a suit against the retail seller, shall immediately:

- (a) advise the manufacturer that proceedings have been commenced and that the retail seller intends to recover from the manufacturer; and
- (b) forward to the manufacturer, by registered mail, a copy of the documents initiating the suit.

1996, c.C-30.1, s.52.

ADDITIONAL WRITTEN WARRANTIES

Retail seller deemed warrantor

53(1) Where an additional written warranty accompanies or is attached to a consumer product sold by a retail seller, the retail seller is deemed to be a warrantor respecting the additional written warranty regardless of whether or not the additional written warranty is given by another warrantor.

(2) Subsection (1) does not apply where the retail seller has, in writing prior to the sale, made it clear to the consumer that the retail seller does not adopt the additional written warranty as the retail seller's own.

(3) In any action brought to enforce the terms of an additional written warranty, the fact that at the time of the sale of the consumer product the consumer was or was not aware of the existence of the additional written warranty or the consumer did or did not rely on the additional written warranty is irrelevant.

1996, c.C-30.1, s.53.

c. C-30.1**CONSUMER PROTECTION****Additional written warranty concurrent with statutory warranty**

54 No provision of this Part shall be construed so as to require that the terms of an additional written warranty be consecutive to or added to the terms of a statutory warranty.

1996, c.C-30.1, s.54.

REMEDIES**No privity of contract required**

55 In any action brought pursuant to this Part against a manufacturer, retail seller or warrantor for breach of a statutory, express or additional written warranty, lack of privity of contract between the person bringing the action and the retail seller, manufacturer or warrantor is not a defence, and the retail seller, manufacturer or warrantor is conclusively presumed to have received consideration.

1996, c.C-30.1, s.55.

Remedies are additional

56 Sections 57 to 63:

- (a) apply in addition to any other remedies to which a consumer may be entitled under the terms of an additional written warranty; and
- (b) except respecting any reference to express warranties, apply with any necessary modifications to any person mentioned in subsection 41(1) who derives his or her property or interest in a consumer product from or through the consumer.

1996, c.C-30.1, s.56.

Remedies for breach of statutory or express warranties

57(1) Where there is a breach by a manufacturer or retail seller of a statutory warranty mentioned in section 48 or of an express warranty mentioned in section 45:

- (a) and where the breach is remediable and not of a substantial character:
 - (i) the party in breach shall, within a reasonable period, make good the breach free of charge to the consumer but, where the breach has not been remedied within a reasonable period, the consumer shall be entitled to have the breach remedied elsewhere and to recover from the party in breach all reasonable costs incurred in having the breach remedied; and
 - (ii) the consumer is entitled to recover damages for losses that he or she has suffered and that were reasonably foreseeable as liable to result from the breach regardless of whether the breach is remedied;
- (b) and where the breach is of a substantial character or is not remediable, the consumer, at his or her option, may exercise the remedies pursuant to clause (a) or, subject to subsections (2) and (3), the consumer may:
 - (i) reject the consumer product; and

(ii) if he or she exercises his or her right to reject, he or she is entitled to recover the purchase price from the party in breach and to recover damages for any other losses that he or she has suffered and that were reasonably foreseeable as liable to result from the breach.

(2) The consumer shall exercise his or her right to reject the consumer product pursuant to clause (1)(b) within a reasonable period pursuant to subsection (3), except where the consumer delays the exercise of his or her right to reject because he or she has relied on assurances made by the party in breach or the party's agent that the breach would be remedied and the breach was not remedied.

(3) For the purposes of subsection (2), regardless of whether the right to reject is being exercised by the consumer or a person mentioned in subsection 41(1), a reasonable period:

- (a) runs from the time of delivery of the product to the consumer; and
- (b) consists of a period sufficient to permit any testing, trial or examination of the consumer product that may be normally required by consumers of that product and as may be appropriate considering the nature of the product, for the purpose of determining the conformity of the product to the obligations imposed pursuant to this Part on the party in breach.

1996, c.C-30.1, s.57.

Where subsequent owner claims purchase price

58(1) Subject to subsection (2), where a person mentioned in subsection 41(1) rejects a consumer product pursuant to clause 57(1)(b), the purchase price he or she is entitled to claim:

- (a) is the total value of the consideration or the part that has been paid by him or her for the consumer product; and
- (b) includes those finance charges or other credit costs that he or she has reasonably incurred respecting the product.

(2) In no case shall a person mentioned in subsection 41(1) be entitled to claim a purchase price greater than the purchase price paid by the consumer to the retail seller or his or her assignee.

1996, c.C-30.1, s.58.

Where party in breach must repair product

59(1) Where the provisions of subsection 57(1) apply so that the party in breach is required to repair the consumer product, the consumer shall return the product to the place of business of, or to any repair facility or service outlet operated by:

- (a) the retail seller, where the retail seller is the party in breach;
- (b) the manufacturer, where the manufacturer is the party in breach; or
- (c) either of them, where both are in breach.

(2) No consumer is obliged to return the consumer product pursuant to subsection (1) to the party in breach if, by reason of the nature of the breach or the size, weight or method of attachment or installation of the product, it cannot be removed or transported without significant cost to the consumer.

(3) In the circumstances mentioned in subsection (2) the party in breach shall collect and arrange for the transportation and return of the product at his or her own expense or shall cause the repair to be made at the site where the product is located.

(4) For the purposes of subclause 57(1)(a)(i), the reasonable period runs from the time when the party in breach receives the consumer product but, where subsection (2) applies, the reasonable period runs from the time when the consumer advises the party in breach of the defect in the consumer product.

1996, c.C-30.1, s.59.

Where consumer rejects product

60 Where a consumer rejects a consumer product pursuant to clause 57(1)(b):

(a) and where the party in breach is the manufacturer, the manufacturer is liable to refund the purchase price of the product to the consumer even though the purchase price was paid or is payable to the retail seller or any other person;

(b) the consumer has no responsibility to deliver the product to the party in breach and it is sufficient if the consumer informs the party in breach that he or she rejects it;

(c) the party in breach is entitled to recover from the consumer, or set off against the refund of the purchase price of the product, an amount that is equitable for the use of the product, provided that in determining the amount no regard is to be taken of the depreciation of the product unless it is otherwise provided for by the regulations;

(d) the consumer is entitled to retain possession of the rejected product as against the manufacturer and retail seller until he or she recovers the purchase price he or she paid, and as against an assignee until he or she recovers the amount he or she paid to the assignee; and

(e) and where the party in breach pays the purchase price to the consumer as provided by this section, the consumer shall ensure that the product is free of any encumbrances for which he or she is responsible.

1996, c.C-30.1, s.60.

Remedy for breach of additional written warranty to repair or replace

61 Where a consumer makes a valid claim under an additional written warranty for repair or replacement of a consumer product and the warrantor does not, within a reasonable period after the claim is made, perform the repair or replacement in accordance with the terms of the additional written warranty, the consumer shall be entitled to:

- (a) have the defect remedied elsewhere; and
- (b) recover reasonable repair costs from the warrantor as well as damages for losses that the consumer suffered and that were reasonably foreseeable as liable to result from the failure of the warrantor to honour the warranty.

1996, c.C-30.1, s.61.

Additional repair costs

62 Where an additional written warranty covers only a certain part or parts of a consumer product or where an additional written warranty specifies that it covers only certain repair costs that may arise with respect to the product, no consumer of the product shall be obliged to pay any additional repair costs unless the consumer has agreed in writing to pay for the additional repair costs not covered by the warranty.

1996, c.C-30.1, s.62.

DAMAGES, COSTS AND LIMITATION OF ACTIONS**Costs of disassembly and damages for claim of lien or failure to assemble**

63(1) Where a manufacturer, retail seller or warrantor disassembles or dismantles a consumer product in order to repair the product to fulfil the requirements of subclause 57(1)(a)(i) or the requirements of an additional written warranty for which he or she is responsible and it is found that the part or parts that were going to be repaired or replaced are not defective, the consumer shall pay the reasonable costs of disassembling or dismantling the consumer product if:

- (a) he or she agreed in writing to pay such costs; and
- (b) his or her attention was specifically drawn to the clause or clauses of the agreement in which he or she agreed to pay those costs.

(2) Where a manufacturer, retail seller or warrantor is not entitled to recover the cost of disassembling or dismantling a consumer product pursuant to subsection (1), the manufacturer, retail seller or warrantor shall reassemble the product at its own expense and put it at the disposal of the consumer within the shortest possible time.

(3) Where a manufacturer, retail seller or warrantor fails to comply with subsection (2), or where the manufacturer, retail seller or warrantor is not entitled to payment for repairs to a consumer product but claims a lien and refuses to give up possession of the product, the consumer is entitled to recover damages:

- (a) for losses that he or she suffered; and
- (b) that were reasonably foreseeable as liable to result from the breach of the duty imposed by subsection (2) or from the refusal to give up possession.

1996, c.C-30.1, s.63.

User may recover damages

64 A person who may reasonably be expected to use, consume or be affected by a consumer product and who suffers personal injury as a result of a breach, by a retail seller or manufacturer, of a statutory warranty mentioned in clauses 48(c) to (f) is entitled, as against the retail seller or manufacturer, to recover damages arising from personal injuries that he or she has suffered and that were reasonably foreseeable as liable to result from the breach.

1996, c.C-30.1, s.64.

Exemplary damages

65(1) In addition to any other remedy provided by this Part or any other law in force in the province, a consumer or a person mentioned in subsection 41(1) or in section 64 may recover exemplary damages from any manufacturer, retail seller or warrantor who has committed a wilful violation of this Part.

(2) In an action in which exemplary damages are claimed, evidence respecting the existence of similar conduct in transactions between the manufacturer, retail seller or warrantor and other consumers is admissible for the purposes of proving that violation of this Part was wilful or of proving the degree of wilfulness of the violation.

1996, c.C-30.1, s.65.

Party-party costs

66(1) No costs shall be awarded against a consumer, a person mentioned in subsection 41(1) who derives his or her property or interest in a consumer product from or through a consumer, or a person mentioned in section 64, who:

- (a) brings an action against a manufacturer, retail seller or warrantor for breach of a warranty pursuant to this Part; or
- (b) in an action brought by a manufacturer, retail seller or warrantor, defends or counterclaims on the grounds that the manufacturer, retail seller or warrantor has been guilty of a breach of warranty pursuant to this Part.

(2) Subsection (1) applies regardless of whether the consumer or other person is successful in his or her action, defence or counterclaim unless, in the opinion of the court, the action, defence or counterclaim was frivolous or vexatious.

1996, c.C-30.1, s.66.

67 Repealed. 2004, c.L-16.1, s.43.

RESOLUTION OF DISPUTES

Service of documents

68 In disputes arising pursuant to this Part, any notice, document or legal process may be served on a manufacturer, retail seller or warrantor:

- (a) where the manufacturer, retail seller or warrantor 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 sale and, where the corporation is a manufacturer and its address is not shown on any receipt or printed matter given to the consumer, by sending it by registered mail to the retail seller whose place of business shall be deemed to be the registered office of the manufacturer;
 - (ii) by leaving it at, or sending it by registered mail to, the registered office of the corporation;
 - (iii) by personally serving any director, officer, receiver-manager or liquidator of the corporation; or
 - (iv) by personally serving any attorney required to be appointed by an extra-provincial corporation registered in Saskatchewan pursuant to *The Companies Act*;
- (b) where the manufacturer, retail seller or warrantor is not a corporation:
 - (i) by leaving it at, or sending it by registered mail to, the manufacturer's, retail seller's or warrantor's place of business and, where the manufacturer, retail seller or warrantor 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 any employer or employee at the manufacturer's, retail seller's or warrantor's place of business.

1996, c.C-30.1, s.68.

Jurisdiction

69(1) Subject to any regulations made by the Lieutenant Governor in Council pursuant to section 71, consumers, persons mentioned in subsection 41(1) and persons mentioned in section 64 who buy or use consumer products purchased in Saskatchewan, and manufacturers, retail sellers or warrantors who carry on business in Saskatchewan, are subject to the provisions of this Part and to the jurisdiction of the courts of Saskatchewan.

(2) For the purposes of this Part, a manufacturer, retail seller or warrantor is deemed to carry on business in Saskatchewan if the manufacturer, retail seller or warrantor:

- (a) holds title to land in Saskatchewan or any interest in land in Saskatchewan for the purposes of carrying on business in Saskatchewan;
- (b) maintains an office, warehouse or place of business in Saskatchewan;

c. C-30.1**CONSUMER PROTECTION**

- (c) is licensed or registered pursuant to any statute of Saskatchewan entitling the manufacturer, retail seller or warrantor to do business or to sell securities of the manufacturer's, retail seller's or warrantor's own issue;
- (d) has its name and telephone number listed in a current telephone directory and the telephone is located at a place in Saskatchewan for the purposes of carrying on business in Saskatchewan;
- (e) an agent, salesman, representative or other person conducts business in Saskatchewan on the manufacturer's, retail seller's or warrantor's behalf;
- (f) directly or indirectly markets consumer products in Saskatchewan; or
- (g) otherwise carries on business in Saskatchewan.

1996, c.C-30.1, s.69.

Effect of breach of standards

70(1) In any action arising pursuant to this Part, proof that a consumer product does not comply with mandatory health or safety standards set under an Act of the Parliament of Canada or an Act of the Legislature or with quality standards set by regulation is evidence that the consumer product is not of acceptable quality or fit for the purpose for which it was bought.

(2) Proof that a consumer product complies with the standards mentioned in subsection (1) is not evidence that the consumer product is of acceptable quality or fit for the purpose for which it was bought.

(3) Subsection (1) does not apply where non-compliance with the mandatory health or safety standards described in that subsection is not in any way related to or otherwise connected with the quality or fitness of the consumer product.

1996, c.C-30.1, s.70.

GENERAL**Regulations**

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

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) declaring that this Part or any provisions of this Part do not apply to a consumer product or a class or classes of consumer products, or to a manufacturer, retail seller or warrantor or a class or classes of manufacturers, retail sellers or warrantors;
- (c) providing for filing and approval of additional written warranty documents, retail sale agreements or any other documents to be used by manufacturers, retail sellers or warrantors;
- (d) regulating, for the purposes of clause 48(h), the availability of spare parts and reasonable repair facilities for consumer products that normally require repairs, including:
 - (i) declaring what constitutes reasonable repair facilities for different manufacturers or retail sellers or classes of manufacturers or retail sellers or for different consumer products or classes of consumer products;

- (ii) declaring different consumer products or classes of consumer products to be consumer products that normally require repairs;
- (iii) declaring that no provision of clause 48(h) applies to specified repair facilities or spare parts for specified consumer products or classes of consumer products; and
- (iv) declaring what is a reasonable period for availability of reasonable repair facilities or spare parts for different consumer products or classes of consumer products;
- (e) regulating the advertising by manufacturers, retail sellers or warrantors of any of the warranties covered by this Part;
- (f) prescribing the manner in which the amount to be recovered or set off for use of a consumer product or class of consumer products is to be determined for the purposes of clause 60(c);
- (g) prescribing, for the purposes of section 70, the standards of quality for consumer products;
- (h) prescribing, for the purposes of subsection 59(4), the periods with respect to different manufacturers or retail sellers or classes of manufacturers or retail sellers and with respect to different consumer products or classes of consumer products;
- (i) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (j) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

1996, c.C-30.1, s.71.

PART IV Unsolicited Goods

Interpretation of Part

72 In this Part, “**unsolicited goods**” means personal property, the receipt of which has not been requested by the recipient, but does not include personal property delivered to a person who knows or ought to know that the goods are intended for delivery to another person.

2006, c.5, s.16.

Legal obligation of recipients

73 Where unsolicited goods are received, the recipient has no legal obligation to the sender unless and until the recipient acknowledges to the sender in writing his or her intention to accept the unsolicited goods.

2006, c.5, s.16.

c. C-30.1**CONSUMER PROTECTION****No action for loss, etc., in absence of acknowledgement**

74 In the absence of an acknowledgement mentioned in section 73, no action lies in the event of loss, misuse, damage, misappropriation or otherwise of the unsolicited goods.

1996, c.C-30.1, s.74; 2006, c.5, s.16.

75 Repealed. 2006, c.5, s.16.

75.1 Repealed. 2006, c.5, s.16.

75.2 Repealed. 2006, c.5, s.16.

75.3 Repealed. 2006, c.5, s.16.

Regulations

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

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) **Repealed.** 2006, c.5, s.16.
- (c) **Repealed.** 2006, c.5, s.16.
- (d) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (e) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

2002, c.16, s.5; 2006, c.5, s.16.

PART IV.1**Internet Sales Contracts****Interpretation of Part**

75.5 In this Part:

- (a) **“consumer”** means an individual who receives or has the right to receive goods or services from a supplier as a result of a purchase, lease or other arrangement;
- (b) **“consumer transaction”** means the supply of goods or services by a supplier to a consumer as a result of a purchase, lease or other arrangement;
- (b.1) **“credit card”** means a card, document or similar instrument by which goods or services may be purchased on deferred payment or by means of which cash may be obtained;

- (b.2) **“credit card holder”** means a person to whom a credit card has been issued;
- (b.3) **“credit card issuer”** means a person who issues credit cards;
- (c) **“goods”** means personal property, including fixtures, ordinarily used for personal, family or household purposes, that have been or may be sold, leased or otherwise provided by a supplier to a consumer;
- (d) **“Internet”** means the decentralized global network connecting networks of computers and similar devices to each other for the electronic exchange of information using standardized communication protocols;
- (e) **“Internet sales contract”** means a consumer transaction that is a contract in which:
 - (i) the consideration for the goods or services exceeds the prescribed amount; and
 - (ii) the contract is formed by text-based Internet communications;
- (f) **“prescribed”** means prescribed in the regulations;
- (g) **“services”** means services offered or provided primarily for personal, family or household purposes;
- (h) **“supplier”** means a person who, in the course of his or her business, provides goods or services to consumers.

2002, c.16, s.6; 2006, c.5, s.16.

Application of Part

75.51(1) Subject to subsection (2) and the regulations, this Part applies to Internet sales contracts.

- (2) This Part does not apply to Internet sales contracts involving:
 - (a) any goods, services or businesses or category of goods, services or businesses exempted by the regulations; or
 - (b) any consumer transactions or category of consumer transactions exempted by the regulations.

2002, c.16, s.6.

Disclosure of information

75.52(1) Before entering into an Internet sales contract with a consumer, a supplier must:

- (a) disclose to the consumer the information prescribed for the purposes of this section; and
- (b) provide to the consumer an express opportunity:
 - (i) to accept or decline the Internet sales contract; and
 - (ii) to correct errors immediately before entering into the Internet sales contract.

(2) A supplier is considered to have disclosed to the consumer the information prescribed pursuant to clause (1)(a) 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) has accessed the information; and
 - (ii) is able to retain and print the information.

2002, c.16, s.6.

Copy of Internet sales contract

75.6(1) Within 15 days after a supplier and a consumer enter into an Internet sales contract, the supplier must provide to the consumer a copy of the Internet sales contract in writing.

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

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

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

2002, c.16, s.6; 2006, c.15, s.5.

Cancellation of Internet sales contract

75.61(1) A consumer may cancel an Internet sales contract:

- (a) at any time after the Internet sales contract is entered into until seven days after the consumer receives a copy of the Internet sales contract, if the supplier fails:
 - (i) to disclose to the consumer the information prescribed pursuant to clause 75.52(1)(a); or
 - (ii) to provide to the consumer an express opportunity:
 - (A) to accept or decline the Internet sales contract; or
 - (B) to correct errors immediately before entering into the Internet sales contract; or
- (b) within 30 days after the date the Internet sales contract is entered into, if the supplier does not provide to the consumer a copy of the Internet sales contract in accordance with section 75.6.

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

(ii) an amended delivery date agreed to in writing by the consumer and the supplier;

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

(i) on the commencement date specified in the Internet sales contract; or

(ii) on an amended commencement date agreed to in writing by the consumer and the supplier; or

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

(i) the commencement date specified in the Internet sales contract; or

(ii) an amended commencement date agreed to in writing by the consumer and the supplier.

(3) A consumer may cancel an Internet sales contract at any time before the delivery of the goods or the commencement of the services pursuant to the Internet sales contract if:

(a) a delivery date or a commencement date is not specified in the Internet sales contract; and

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

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

(a) a supplier is deemed to have delivered the goods pursuant to an Internet sales 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

c. C-30.1**CONSUMER PROTECTION**

(b) a supplier is deemed to have commenced the services pursuant to an Internet sales 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.

2002, c.16, s.6; 2006, c.15, s.6.

Court may provide relief against cancellation

75.62 If, in the opinion of the court, it would be inequitable for an Internet sales contract to be cancelled pursuant to section 75.61, the court may make any order it considers appropriate.

2002, c.16, s.6.

Notice of cancellation

75.7(1) An Internet sales contract is cancelled pursuant to section 75.61 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 Internet sales contract.
- (3) A notice of cancellation may be given to a supplier by any prescribed means.
- (4) If a notice of cancellation is given other than by personal service, the notice of cancellation is deemed to be given at the prescribed time.

2002, c.16, s.6.

Effect of cancellation

75.71(1) The cancellation of an Internet sales contract pursuant to section 75.61 operates:

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

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

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

2002, c.16, s.6.

Responsibilities on cancellation

75.72(1) Within 15 days after an Internet sales contract is cancelled pursuant to section 75.61, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the Internet sales 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 that is cancelled pursuant to section 75.61, 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.

2002, c.16, s.6.

Recovery of refund

75.8 If a consumer has cancelled an Internet sales contract pursuant to section 75.61 and the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 75.72(1), the consumer may recover the consideration from the supplier as an action in debt.

2002, c.16, s.6.

c. C-30.1**CONSUMER PROTECTION****Consumer's recourse re credit card charges**

75.81(1) A consumer who has charged to a credit card account all or any part of the consideration payable pursuant to an Internet sales contract or related consumer transaction may request that the credit card issuer cancel or reverse the credit card charge and any associated interest or other charges if:

- (a) the consumer has cancelled the Internet sales contract pursuant to section 75.61; and
 - (b) the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 75.72(1).
- (2) A request made pursuant to subsection (1) must:
- (a) be in writing;
 - (b) contain the prescribed information;
 - (c) be made within the prescribed period; and
 - (d) be given to the credit card issuer by the prescribed means.
- (3) A credit card issuer may require a consumer to verify the content of a request made pursuant to subsection (1) by affidavit or declaration.
- (4) The credit card issuer must:
- (a) acknowledge a request made pursuant to subsection (1) within 30 days after receiving the request; and
 - (b) if the request meets the requirements set out in subsection (2), cancel or reverse the credit card charge and any associated interest or other charges within two complete billing cycles of the credit card issuer or within 90 days after receiving the request, whichever occurs first.
- (5) If a request pursuant to subsection (1) is given other than by personal service, the request is deemed to be given at the prescribed time.

2002, c.16, s.6; 2006, c.15, s.7.

Offence and penalties

75.82(1) No person shall fail to comply with any provision of this Part or the regulations made pursuant to this Part.

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

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

2002, c.16, s.6.

Directors, etc. of corporations

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

2002, c.16, s.6.

Regulations

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

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) prescribing an amount for the purposes of subclause 75.5(e)(i);
- (c) exempting from the application of this Part Internet sales contracts involving:
 - (i) any goods, services or businesses or category of goods, services or businesses; or
 - (ii) any consumer transactions or category of consumer transactions;
- (d) prescribing the information that a supplier must provide to a consumer before entering into an Internet sales contract to which this Part applies;
- (e) prescribing for the purposes of section 75.6:
 - (i) the information that must be included in the copy of the Internet sales contract provided to the consumer; and
 - (ii) the manner in which the copy of the Internet sales contract must be given to the consumer;
- (f) prescribing for the purposes of section 75.7:
 - (i) the manner in which a notice of cancellation of an Internet sales contract must be given to the supplier; and
 - (ii) the time in which a notice of cancellation of an Internet sales contract is deemed to be given if it is given other than by personal service;
- (g) prescribing for the purposes of section 75.81:
 - (i) the information that must be included in a request to a credit card issuer to cancel or reverse a credit card charge and any interest or other charges;
 - (ii) the period in which the request must be made;

(iii) the manner in which the request must be given to the credit card issuer; and

(iv) the time in which the request is deemed to be given if it is given other than by personal service;

(h) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;

(i) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

2002, c.16, s.6.

76 Repealed. 2006, c.15, s.9.

PART IV.2

Future Performance Contracts

Interpretation of Part

76.10 In this Part:

(a) **“consumer”** means an individual who participates in a consumer transaction;

(b) **“consumer transaction”** means the supply of goods or services by a supplier to a consumer;

(c) **“future performance contract”** means a contract between a supplier and a consumer for the supply of goods or services for which:

(i) the delivery, performance or payment in full is not made at the time the contract is made or partly executed; and

(ii) the consideration for the goods or services exceeds the prescribed amount;

(d) **“goods”** means personal property, including fixtures, ordinarily used for personal, family or household purposes;

(e) **“prescribed”** means prescribed in the regulations made pursuant to this Part;

(f) **“services”** means services offered or provided primarily for personal, family or household purposes, whether or not the services are offered or provided together or separate from goods and includes a membership in a club or organization;

(g) **“supplier”** means a person who, in the course of his or her business, participates in a consumer transaction by supplying goods or services to a consumer;

(h) **“supply”** includes, with respect to the supply of goods or services to a consumer, a sale, lease or other arrangement.

2006, c.15, s.10.

Application of Part

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

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

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

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

2006, c.15, s.10.

Requirements for future performance contracts

76.12 Every future performance contract shall:

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

2006, c.15, s.10.

Copy of future performance contract

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

2006, c.15, s.10.

Cancellation of future performance contract

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

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

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

c. C-30.1**CONSUMER PROTECTION**

- (b) the supplier does not begin the services within 30 days after:
 - (i) the commencement date specified in the future performance contract; or
 - (ii) an amended commencement date agreed to in writing by the consumer and the supplier.
- (3) A consumer may cancel a future performance contract at any time before the delivery of the goods or the commencement of the services pursuant to the future performance contract if:
 - (a) a delivery date or a commencement date is not specified in the future performance contract; and
 - (b) the supplier does not deliver the goods or begin the services within 30 days after the date on which the future performance contract is entered into.
- (4) For the purposes of subsections (2) and (3):
 - (a) a supplier is deemed to have delivered the goods pursuant to a future performance contract if:
 - (i) delivery was attempted but was refused by the consumer at the time delivery was attempted; or
 - (ii) delivery was attempted but not made because no person was available to accept delivery for the consumer on the day for which reasonable notice was given to the consumer that the goods were available to be delivered; and
 - (b) a supplier is deemed to have commenced the services pursuant to a future performance contract if:
 - (i) commencement was attempted but refused by the consumer at the time that commencement was attempted; or
 - (ii) commencement was attempted but did not occur because no person was available to enable the services to begin on the day for which reasonable notice was given to the consumer that the services were available to begin.

2006, c.15, s.10.

Notice of cancellation

- 76.15(1)** A future performance contract is cancelled pursuant to section 76.14 on the giving of a notice of cancellation in accordance with this section.
- (2) A notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the future performance contract.
- (3) A notice of cancellation may be given to a supplier by any prescribed means.
- (4) If a notice of cancellation is given other than by personal service, the notice of cancellation is deemed to be given at the prescribed time.

2006, c.15, s.10.

Court may provide relief against cancellation

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

2006, c.15, s.10.

Effect of cancellation

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

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

2006, c.15, s.10.

Responsibilities on cancellation

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

(2) If goods are delivered to a consumer pursuant to a future performance contract that is cancelled pursuant to section 76.14, within 15 days after the date of cancellation or delivery of the goods, whichever is later, the consumer must return the goods to the supplier unused and in the same condition in which the goods were delivered to the consumer.

c. C-30.1**CONSUMER PROTECTION**

(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.

2006, c.15, s.10.

Recovery of refund

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

2006, c.15, s.10.

Cancellation of pre-authorized payments

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

2006, c.15, s.10.

Offence and penalties

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

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

(a) for a first offence:

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

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

(b) for a second or subsequent offence:

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

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

2006, c.15, s.10.

Directors, etc., of corporations

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

2006, c.15, s.10.

Regulations

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

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) prescribing an amount for the purposes of subclause 76.10(c)(ii);
- (c) exempting from the application of this Part future performance contracts involving:
 - (i) any goods, services or businesses or category of goods, services or businesses; or
 - (ii) any consumer transactions or category of consumer transactions;
- (d) prescribing the information that must be contained in a future performance contract to which this Part applies;
- (e) for the purposes of section 76.13, prescribing the period in which, and the manner in which, a supplier must provide a copy of the future performance contract to the consumer;
- (f) prescribing for the purposes of section 76.15:
 - (i) the means by which a notice of cancellation of a future performance contract must be given to the supplier; and
 - (ii) the time at which a notice of cancellation of a future performance contract is deemed to be given if it is given other than by personal service;
- (g) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (h) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

2006, c.15, s.10.

PART IV.3
Personal Development Services Contracts

Interpretation of Part**76.30** In this Part:

- (a) **“business day”** means a day on which the supplier is open for business;
- (b) **“consumer”** means an individual who participates in a consumer transaction;
- (c) **“consumer transaction”** means the supply of services by a supplier to a consumer;
- (d) **“fee”** means all amounts payable by a consumer to a supplier pursuant to a personal development services contract;
- (e) **“personal development services”** means:
 - (i) services related to any of the following:
 - (A) health, fitness, dieting or matters of a similar nature;
 - (B) modelling and talent, including photo shoots relating to modelling and talent, or matters of a similar nature;
 - (C) martial arts, sports, dancing or similar activities;
 - (D) any other prescribed services; and
 - (ii) facilities provided for:
 - (A) instruction, training or assistance with respect to any of the services mentioned in subclause (i); and
 - (B) the use by a consumer of any of the services mentioned in subclause (i);
- (f) **“personal development services contract”** means a contract between a supplier and a consumer for personal development services;
- (g) **“prescribed”** means prescribed in the regulations made pursuant to this Part;
- (h) **“services”** means services offered or provided primarily for personal, family or household purposes and includes a membership in a club or organization;
- (i) **“supplier”** means a person who, in the course of his or her business, participates in a consumer transaction by supplying services to a consumer;
- (j) **“supply”** includes, with respect to the supply of services to a consumer, a sale, lease or other arrangement.

Application of Part

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

- (a) payment is required in advance of those services being provided; and
- (b) the consumer's total payment obligation under the contract exceeds the prescribed amount.

(2) This Part does not apply to personal development services contracts involving any of the following:

- (a) personal development services contracts where the supplier is:
 - (i) a non-profit corporation or a co-operative;
 - (ii) a private club that is primarily owned by its members; or
 - (iii) funded or run by a charitable or municipal organization or by the government of Saskatchewan or any of its agencies;
- (b) any other services or businesses or category of services or businesses exempted by the regulations;
- (c) any other consumer transactions or category of consumer transactions exempted by the regulations.

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

2006, c.15, s.10.

Requirements for personal development services contracts

76.32 Every personal development services contract shall:

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

2006, c.15, s.10.

Copy of personal development services contract

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

2006, c.15, s.10.

Payments not required or accepted

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

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

2006, c.15, s.10.

Term of contract

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

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

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

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

2006, c.15, s.10.

Renewal or extension of contract

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

2006, c.15, s.10.

One contract per distinct service

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

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

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

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

2006, c.15, s.10.

Instalment plan

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

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

2006, c.15, s.10.

Cancellation of personal development services contract

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

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

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

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

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

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

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

2006, c.15, s.10.

Trustee for payment where facility unavailable

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

- (a) is licensed pursuant to *The Trust and Loan Corporations Act, 1997*; and
 - (b) has agreed to act as a trustee for the payment.
- (2) Subsection (1) does not apply when:
- (a) the personal development service that is not available is the use of a facility; and
 - (b) the consumer has agreed in writing to use another facility provided by the supplier until the facility set out in the contract is available.
- (3) Every trustee acting pursuant to subsection (1) shall act in accordance with the regulations made pursuant to this Part.
- (4) If a supplier has engaged the services of a trustee pursuant to subsection (1):
- (a) any notice to the trustee is deemed to be notice to the supplier; and
 - (b) any money payable by the supplier is payable by the trustee to the extent that the trustee holds sufficient trust funds for that purpose.

2006, c.15, s.10.

Notice of cancellation

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

- (2) A written notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the personal development services contract.
- (3) The consumer may give a written notice of cancellation:
- (a) by personal service;
 - (b) by registered mail; or
 - (c) by any other means set out in the personal development services contract.
- (4) If a consumer gives written notice of cancellation by registered mail, the consumer may send or deliver the written notice of cancellation:
- (a) to an address of the supplier set out in the personal development services contract; or
 - (b) if the consumer did not receive a written copy of the personal development services contract or there is no address set out in the personal development services contract, to an address of the supplier known to the consumer.

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

2006, c.15, s.10.

Court may provide relief against cancellation

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

2006, c.15, s.10.

Effect of cancellation

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

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

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

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

2006, c.15, s.10.

Responsibilities on cancellation

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

2006, c.15, s.10.

Recovery of refund

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

2006, c.15, s.10.

Cancellation of pre-authorized payments

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

2006, c.15, s.10.

Offence and penalties

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

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

(a) for a first offence:

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

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

(b) for a second or subsequent offence:

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

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

2006, c.15, s.10.

Directors, etc., of corporations

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

2006, c.15, s.10.

Regulations

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

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) for the purposes of paragraph 76.30(d)(i)(D), prescribing any other services;
- (c) prescribing an amount for the purposes of clause 76.31(1)(b);
- (d) exempting from the application of this Part personal development services contracts involving:
 - (i) any services or businesses or category of services or businesses; or
 - (ii) any consumer transactions or category of consumer transactions;
- (e) for the purposes of clause 76.32(b), prescribing the information that must be contained in a personal development services contract to which this Part applies, including prescribing the form in which certain information must be included in the contract;
- (f) for the purposes of section 76.33, prescribing the period in which, and the manner in which, a supplier must provide a copy of the personal development services contract to the consumer;
- (g) for the purposes of section 76.36, prescribing the requirements to be met for the renewal and extension of a personal development services contract, including prescribing the manner in which the supplier shall deliver a notice to the consumer about the renewal and extension;
- (h) for the purposes of subsection 76.39(2):
 - (i) prescribing persons, or a category of persons, who may cancel a personal development services contract on the consumer's behalf, including setting out the circumstances in which cancellation by a third party is permitted;
 - (ii) prescribing material changes in the circumstances of a consumer that allow the consumer to cancel a personal development services contract at any time; and
 - (iii) prescribing material changes in the services provided by a supplier that allow the consumer to cancel a personal development services contract at any time;

- (i) for the purposes of clause 76.39(4)(a), prescribing the manner in which the amount to be refunded must be calculated;
- (j) for the purposes of section 76.40, prescribing:
 - (i) the circumstances in which a trustee shall refund to a consumer any or all payments received from the consumer;
 - (ii) the circumstances in which a trustee may release funds held pursuant to section 76.40 to a supplier; and
 - (iii) the type and content of notices that a trustee must provide to a consumer;
- (k) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (l) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

2006, c.15, s.10.

PART IV.4

Travel Club Contracts

Interpretation of Part

76.50 In this Part:

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

2006, c.15, s.10.

Application of Part

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

(2) This Part does not apply to travel club contracts involving:

(a) any services or businesses or category of services or businesses exempted by the regulations; or

(b) any consumer transactions or category of consumer transactions exempted by the regulations.

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

2006, c.15, s.10.

Requirements for travel club contracts

76.52 Every travel club contract shall:

(a) be in writing; and

(b) contain the prescribed information.

2006, c.15, s.10.

Copy of travel club contract

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

2006, c.15, s.10.

Term of contract

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

(2) No travel club contract shall be made for a term longer than one year.

(3) Any travel club contract entered into for a term exceeding one year is void.

(4) A supplier who agrees to provide any services under a travel club contract must not require or accept prepayment of fees in an amount greater than the prescribed amount.

2006, c.15, s.10.

Renewal or extension of contract

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

2006, c.15, s.10.

c. C-30.1**CONSUMER PROTECTION****One contract per consumer**

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

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

(3) Nothing in this section prevents a travel club contract from being renewed during the term of the contract provided that the renewal meets the requirements set out pursuant to section 76.55.

2006, c.15, s.10.

Cancellation of travel club contract

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

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

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

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

(i) a substantial change in the operation of the travel club; or

(ii) the supplier's discontinuance of operations.

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

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

(a) within 15 days after the notice of cancellation has been given in accordance with section 76.58, refund to the consumer the amount calculated in the prescribed manner; and

(b) within 30 days after the notice of cancellation has been given in accordance with section 76.58, return to the consumer every negotiable instrument executed by the consumer in connection with the contract that has not already been negotiated.

2006, c.15, s.10.

Notice of cancellation

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

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

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

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

2006, c.15, s.10.

Court may provide relief against cancellation

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

2006, c.15, s.10.

Effect of cancellation

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

(a) to cancel the travel club contract as if the travel club contract had never existed; and

(b) to cancel, as if the travel club contract had never existed:

(i) any consumer transaction that was related to the travel club contract;

(ii) any guarantee given with respect to the consideration that was payable pursuant to the travel club contract; and

(iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the travel club contract.

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

(a) the credit contract is conditional on the travel club contract, whether or not the credit contract is part of or attached to the travel club contract; and

(b) if the travel club contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the travel club contract had never existed.

2006, c.15, s.10.

Responsibilities on cancellation

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

2006, c.15, s.10.

Recovery of refund

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

2006, c.15, s.10.

Cancellation of pre-authorized payments

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

2006, c.15, s.10.

Offence and penalties

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

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

(a) for a first offence:

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

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

(b) for a second or subsequent offence:

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

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

2006, c.15, s.10.

Directors, etc., of corporations

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

2006, c.15, s.10.

Regulations

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

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

- (j) prescribing for the purposes of section 76.58:
 - (i) the means by which a notice of cancellation of a travel club contract must be given to the supplier; and
 - (ii) the time at which a notice of cancellation of a travel club contract is deemed to be given if it is given other than by personal service;
- (k) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (l) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

2006, c.15, s.10.

PART IV.5 Remote Contracts

Interpretation of Part

76.70 In this Part:

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

- (i) “**services**” means services offered or provided primarily for personal, family or household purposes;
- (j) “**supplier**” means a person who, in the course of his or her business, provides goods or services to consumers.

2006, c.15, s.10.

Application of Part

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

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

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

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

2006, c.15, s.10.

Disclosure of information

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

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

2006, c.15, s.10.

Copy of remote contract

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

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

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

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

2006, c.15, s.10.

Cancellation of remote contract

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

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

- (a) the following circumstances are met:
 - (i) a delivery date or a commencement date is not specified in the remote contract; and
 - (ii) the supplier does not deliver the goods or begin the services within 30 days after the date on which the remote contract is entered into;
 - (b) in the case of goods, the supplier does not deliver the goods within 30 days after:
 - (i) the delivery date specified in the remote contract; or
 - (ii) an amended delivery date agreed to in writing by the consumer and the supplier;
 - (c) in the case of travel, transportation or accommodation services, the supplier does not begin the services:
 - (i) on the commencement date specified in the remote contract; or
 - (ii) on an amended commencement date agreed to in writing by the consumer and the supplier; or
 - (d) in the case of services other than those services mentioned in clause (c), the supplier does not begin the services within 30 days after:
 - (i) the commencement date specified in the remote contract; or
 - (ii) an amended commencement date agreed to in writing by the consumer and the supplier.
- (3) For the purposes of subsection (2):
- (a) a supplier is deemed to have delivered the goods pursuant to a remote contract if:
 - (i) delivery was attempted but was refused by the consumer at the time delivery was attempted; or
 - (ii) delivery was attempted but not made because no person was available to accept delivery for the consumer on the day for which reasonable notice was given to the consumer that the goods were available to be delivered; and

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

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

2006, c.15, s.10.

Court may provide relief against cancellation

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

2006, c.15, s.10.

Notice of cancellation

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

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

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

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

2006, c.15, s.10.

Effect of cancellation

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

(a) to cancel the remote contract as if the remote contract had never existed; and

(b) to cancel, as if the remote contract had never existed:

- (i) any consumer transaction that was related to the remote contract;
- (ii) any guarantee given with respect to the consideration that was payable pursuant to the remote contract; and
- (iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the remote contract.

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

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

2006, c.15, s.10.

Responsibilities on cancellation

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

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

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

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

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

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

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

2006, c.15, s.10.

Recovery of refund

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

2006, c.15, s.10.

Consumer's recourse re credit card charges

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

- (a) the consumer has cancelled the remote contract pursuant to section 76.74; and
 - (b) the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 76.78(1).
- (2) A request made pursuant to subsection (1) must:
- (a) be in writing;
 - (b) contain the prescribed information;
 - (c) be made within the prescribed period; and
 - (d) be given to the credit card issuer in the prescribed manner.
- (3) A credit card issuer may require a consumer to verify the content of a request made pursuant to subsection (1) by affidavit or declaration.
- (4) The credit card issuer must:
- (a) acknowledge a request made pursuant to subsection (1) within 30 days after receiving the request; and
 - (b) if the request meets the requirements set out in subsection (2), cancel or reverse the credit card charge and any associated interest or other charges within two complete billing cycles of the credit card issuer or within 90 days after receiving the request, whichever occurs first.
- (5) If a request pursuant to subsection (1) is given other than by personal service, the request is deemed to be given at the prescribed time.

2006, c.15, s.10.

Offence and penalties

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

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

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

2006, c.15, s.10.

Directors, etc., of corporations

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

2006, c.15, s.10.

Regulations

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

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) prescribing an amount for the purposes of subclause 76.70(h)(i);
- (c) exempting from the application of this Part remote contracts involving:
 - (i) any goods, services or businesses or category of goods, services or businesses; or
 - (ii) any consumer transactions or category of consumer transactions;
- (d) for the purposes of section 76.72:
 - (i) prescribing the information that a supplier must disclose to a consumer before entering into a remote contract to which this Part applies; and
 - (ii) prescribing the requirements that a supplier must satisfy before entering into a remote contract to which this Part applies;
- (e) prescribing for the purposes of section 76.73:
 - (i) the information that must be included in the copy of the remote contract provided to the consumer; and
 - (ii) the manner in which the copy of the remote contract must be provided to the consumer;
- (f) prescribing for the purposes of section 76.76:
 - (i) the means by which a notice of cancellation of a remote contract must be given to the supplier; and
 - (ii) the time at which a notice of cancellation of a remote contract is deemed to be given if it is given other than by personal service;

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

2006, c.15, s.10.

77 Repealed. 2006, c.15, s.11.

PART IV.6
Prepaid Purchase Cards
 DIVISION 1
Preliminary Matters

Interpretation of Part

77.10 In this Part:

- (a) **“director”** means the director appointed pursuant to section 77.12 and includes any deputy director;
- (b) **“minister”** means the member of the Executive Council to whom for the time being the administration of this Act is assigned;
- (c) **“prepaid purchase card”** means, subject to the regulations, an electronic card, written certificate or other voucher or device with a monetary value, that is issued or sold in exchange for the future purchase or delivery of goods or services, and includes a gift card and gift certificate;
- (d) **“prescribed”** means prescribed in the regulations made pursuant to this Part.

2008, c.4, s.2.

c. C-30.1**CONSUMER PROTECTION****Application of Part**

77.11(1) Subject to subsection (2), this Part applies to every prepaid purchase card issued or sold on or after the day on which this section comes into force.

(2) All or any prescribed portion of any prescribed provision of this Part does not apply:

- (a) to any prescribed prepaid purchase card or any prescribed class of prepaid purchase cards;
- (b) to any prescribed person or any prescribed class of persons; or
- (c) in any prescribed circumstance.

2008, c.4, s.2.

Director appointed

77.12(1) The minister may appoint a person as director and may appoint one or more other persons as deputy directors.

(2) The director is responsible to the minister for the administration of this Part and the regulations made pursuant to this Part.

(3) The director may appoint any person to carry out any responsibility imposed on the director pursuant to this Part or to exercise any of the powers conferred on the director pursuant to this Part that the director believes may be more conveniently carried out or exercised by that person.

(4) The director may impose any limitations or terms and conditions that the director considers appropriate on an appointment pursuant to subsection (3).

(5) The exercise of any of the director's powers or the carrying out of any of the director's responsibilities by a person who is appointed pursuant to subsection (3) is deemed to be the exercise or the carrying out by the director.

2008, c.4, s.2.

DIVISION 2**Regulation of Prepaid Purchase Cards****No expiry date**

77.13(1) No person shall issue or sell a prepaid purchase card that has an expiry date, except as may be provided in the regulations made pursuant to this Part.

(2) A prepaid purchase card that is issued or sold with an expiry date shall be effective as if it had no expiry date if the prepaid purchase card is otherwise valid.

2008, c.4, s.2.

Information to be provided

77.14 A person who issues or sells a prepaid purchase card must provide the consumer with information as set out in the regulations made pursuant to this Part.

2008, c.4, s.2.

Fees

77.15 No person who issues or sells a prepaid purchase card shall:

- (a) charge an inactivity or dormancy fee in relation to the prepaid purchase card; or
- (b) except in accordance with the regulations made pursuant to this Part, charge any other fee to the holder of the prepaid purchase card for anything in relation to the card.

2008, c.4, s.2.

Agreements waiving provisions of Act null and void

77.16 Every agreement or bargain, verbal or written, express or implied, that any of the provisions of this Part or the regulations made pursuant to this Part shall not apply or that any benefit or remedy provided by those provisions shall not be available, or which in any way limits, modifies or abrogates or in effect limits, modifies or abrogates any such benefit or remedy, is null, void and of no effect, and moneys paid under or by reason of any such agreement or bargain are recoverable in any court of competent jurisdiction.

2008, c.4, s.2.

DIVISION 3 Inspections, Investigations and Enforcement

Interpretation of Division

77.17 In this Division:

- (a) “**property**” includes computer software;
- (b) “**record**” includes any information that is recorded or stored in any medium or by means of any device, including a computer or electronic media.

2008, c.4, s.2.

Written demand to produce records or property

77.18(1) For the purposes of ensuring compliance with this Part and the regulations made pursuant to this Part, the director may serve a written demand on any person requiring that person to produce any records or property related to the administration of this Act.

(2) No person on whom a written demand is served pursuant to this section shall fail to produce the records or property mentioned in the written demand within the period specified in the written demand.

(3) If the director demands any records or property pursuant to this section, the director may examine the records or property and make copies of the records with reasonable dispatch and promptly return the originals of the records to the person who produced them.

(4) If the director requires a person to answer questions, to produce a record or other property or to provide assistance in accordance with this section, the person shall do so in the manner and within the period specified by the director.

(5) If the originals of any record are removed from any premises, the director shall take all reasonable steps to ensure that a copy of the record is left at the premises to allow business to be carried on.

2008, c.4, s.2.

Investigations

77.19(1) If a justice or a provincial court judge is satisfied by information under oath that there are reasonable grounds to believe that a person has contravened, is contravening or is about to contravene this Part or the regulations made pursuant to this Part, the justice or the provincial court judge may issue a warrant to do all or any of the following:

- (a) enter and search any place or premises named in the warrant;
 - (b) stop and search any vehicle described in the warrant;
 - (c) seize and remove from any place, premises or vehicle searched anything that may be evidence of an offence against this Part or the regulations made pursuant to this Part.
- (2) With a warrant issued pursuant to subsection (1), the director may:
- (a) enter at any time and search any place or premises named in the warrant;
 - (b) stop and search any vehicle described in the warrant;
 - (c) open and examine the contents within any trunk, box, bag, parcel, closet, cupboard or other receptacle that the director finds in the place, premises or vehicle;
 - (d) require the production of and examine any records or property that the director believes, on reasonable grounds, may contain information related to an offence against this Part;
 - (e) remove, for the purpose of making copies, any records examined pursuant to this section; and
 - (f) seize and remove from any place, premises or vehicle searched anything that may be evidence of an offence against this Part.
- (3) Subject to subsection (4), the director may exercise all or any of the powers mentioned in subsection (2) without a warrant issued pursuant to this section if:
- (a) the conditions for obtaining a warrant exist; and
 - (b) the director has reasonable grounds to believe that the delay necessary to obtain a warrant would result:
 - (i) in danger to human life or safety; or
 - (ii) in the loss, removal or destruction of evidence.
- (4) The director shall not enter any premises that are a private dwelling without the consent of the occupier or a warrant issued pursuant to this section.

2008, c.4, s.2.

Power of director to order compliance

77.20(1) The director may issue an order pursuant to subsection (2) if the director is satisfied that a person is not complying with this Part or the regulations made pursuant to this Part.

(2) In the circumstances mentioned in subsection (1), the director may order a person to do all or any of the following:

- (a) cease doing an act or cease failing or neglecting to do an act;
- (b) comply with this Part and the regulations made pursuant to this Part;
- (c) do or refrain from doing any other thing that the director considers necessary.

2008, c.4, s.2.

Power of court to order compliance

77.21(1) If the director is of the opinion that a person has failed to comply with this Part or the regulations made pursuant to this Part, the director may apply to the court for all or any of the following:

- (a) an order directing the person to comply with this Part or the regulations made pursuant to this Part or restraining that person from contravening this Part or the regulations made pursuant to this Part;
- (b) an order directing the directors and officers of a corporation or the partners of a partnership to comply with this Part or the regulations made pursuant to this Part or restraining those directors and officers or partners from contravening this Part or the regulations made pursuant to this Part;
- (c) any other order, relief or remedy that the director may request or that the court may consider necessary.

(2) On an application pursuant to subsection (1), the court may make any order that the court considers necessary.

2008, c.4, s.2.

DIVISION 4

Offences and Penalties

Offence and penalties

77.22(1) No person shall fail to comply with:

- (a) any provision of this Part or the regulations made pursuant to this Part;
or
- (b) any order made pursuant to this Part or the regulations made pursuant to this Part.

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

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

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

2008, c.4, s.2.

Compliance orders and restitution

77.23 If the court convicts a person of an offence, the court may, in addition to any penalty it may impose, do all or any of the following:

- (a) order that person to comply with the provision of this Part or the regulations made pursuant to this Part with respect to which that person was convicted;
- (b) if the court is satisfied that the convicted person has acquired any monetary benefits or that monetary benefits have accrued to the convicted person or to another person associated with or related to the convicted person:
 - (i) order the convicted person to pay an additional fine in an amount equal to the amount of the monetary benefits;
 - (ii) order the convicted person to pay compensation or make restitution to any person to whom the monetary benefits should be paid.

2008, c.4, s.2.

Limitation on prosecution

77.24 No prosecution for a contravention of this Part or the regulations made pursuant to this Part is to be commenced more than three years after the facts on which the alleged contravention is based first came to the knowledge of the director.

2008, c.4, s.2.

DIVISION 5
General

Immunity

77.25 No action or other proceeding lies or shall be instituted against:

- (a) the Crown in right of Saskatchewan, the minister, the director or any member of the public service of Saskatchewan employed in the office of the director;
- (b) any representative of the director; or
- (c) any person engaged, appointed or retained by the director to make or conduct any inspection or investigation or to do any other thing pursuant to this Part;

if the person mentioned in clause (a), (b) or (c) is acting pursuant to the authority of this Part or the regulations made pursuant to this Part, for anything in good faith done, caused, permitted or authorized to be done, attempted to be done or omitted to be done pursuant to or in the exercise or supposed exercise of any power conferred by this Part or the regulations made pursuant to this Part or in the carrying out or supposed carrying out of any responsibility imposed by this Part or the regulations made pursuant to this Part.

2008, c.4, s.2.

Director and others not compellable to give evidence

77.26 Except in the case of a prosecution respecting a contravention of this Part or the regulations made pursuant to this Part, the director, any member of the public service employed in the office of the director, any representative of the director, and any person engaged, appointed or retained by the director to make or conduct any inspection or investigation or to do any other thing pursuant to this Part are not compellable to give evidence in a court or in a proceeding of a judicial nature to which the director is not a party concerning any information obtained by them or that came to their attention in the exercise of the powers, carrying out of the responsibilities or carrying out of the functions of the director pursuant to this Part.

2008, c.4, s.2.

Restrictions on access to records

77.27(1) Any information submitted or provided to the director or obtained by the director as a result of an inspection or investigation pursuant to this Part is not open to inspection or available for access except by:

- (a) those members of the public service of Saskatchewan employed in the office of the director whose responsibilities require them to inspect or allow them to have access to the information; and
- (b) those persons who are authorized in writing by the director to inspect or to have access to the information.

(2) Unless authorized by this Part or by any other law or with the consent of the person to whom any information relates, no member of the public service of Saskatchewan employed in the office of the director and no person authorized by the director to inspect or have access to the information shall:

- (a) communicate or allow to be communicated any information obtained pursuant to this Part to any person who is not legally entitled to the information; or
- (b) allow any person who is not legally entitled to the information obtained pursuant to this Part to inspect or have access to it.

(3) Notwithstanding subsections (1) and (2), the director may authorize the release of, inspection of or access to the information mentioned in those subsections to or by any person employed by a government, regulatory authority, law enforcement agency or investigative body inside or outside Canada if:

- (a) the information will be used solely for the purpose of administering or enforcing an Act or law of Saskatchewan or Canada or of another jurisdiction inside or outside Canada; or
- (b) the director believes that it is in the public interest to allow the release, inspection or access.

(4) No person to whom information is provided pursuant to this section is compellable to give evidence concerning that information unless:

- (a) the person to whom the information relates consents; or
- (b) a court orders the evidence to be given.

(5) On an application for an order pursuant to clause (4)(b):

- (a) the director and the person to whom the information relates are entitled to appear before the court and to make submissions; and
- (b) the person seeking the order compelling the evidence has the onus of showing why it is in the public interest that the order be made.

2008, c.4, s.2.

Regulations

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

- (a) defining, enlarging or restricting the meaning of any word or expression used in this Part but not defined in this Part;
- (b) enlarging or restricting the meaning of “prepaid purchase card” for the purposes of this Part;

- (c) for the purposes of section 77.11:
 - (i) exempting any prepaid purchase card or any class of prepaid purchase cards from all or any portion of any provision of this Part and, as a condition of the exemption, requiring the issuer or seller of any exempted prepaid purchase card or any class of prepaid purchase cards to comply with any term or condition;
 - (ii) exempting any person or any class of persons from all or any portion of any provision of this Part and, as a condition of the exemption, requiring any exempted person or class of exempted persons to comply with any term or condition; and
 - (iii) prescribing any circumstance in which all or any portion of any provision of this Part does not apply;
- (d) governing the use of expiry dates for prepaid purchase cards that are exempt from subsection 77.13(1);
- (e) respecting the information that must be provided in relation to prepaid purchase cards, and the form, timing and manner of providing that information;
- (f) prescribing the fees that the issuer or seller of a prepaid purchase card may charge in relation to a prepaid purchase card, including the amount of a fee or a method of determining the amount of a fee;
- (g) prescribing any other matter or thing that is required or authorized by this Part to be prescribed in the regulations;
- (h) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary to carry out the intent of this Part.

2008, c.4, s.2.

PART V Coming into Force

Coming into force

78 This Act comes into force on proclamation.

1996, c.C-30.1, s.78.

