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Part

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Laws and Regulations

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Summary

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Regulations and other Acts

Gouvernement du Québec

O.C. 477-2018, 11 April 2018

An Act respecting the Ministère du Développement durable, de l'Environnement et des Parcs (chapter M-30.001)

Ministère du Développement durable, de l'Environnement et des Parcs
— Terms and conditions for the signing of certain documents
— Amendments

Amendments to the Terms and conditions for the signing of certain documents of the Ministère du Développement durable, de l'Environnement et des Parcs

WHEREAS, under the second paragraph of section 7 of the Act respecting the Ministère du Développement durable, de l'Environnement et des Parcs (chapter M-30.001), no deed, document or writing is binding on the Minister of Sustainable Development, the Environment and the Fight Against Climate Change or may be attributed to the Minister unless it is signed by the Minister, the Deputy Minister, a member of the personnel of the department or the holder of a position and, in the latter two cases, only so far as determined by the Government;

WHEREAS the Government made the Terms and conditions for the signing of certain documents of the Ministère du Développement durable, de l'Environnement et des Parcs (chapter M-30.001, r. 1);

WHEREAS, primarily to give effect to the amendments made to the Environment Quality Act (chapter Q-2) by the Act to amend the Environment Quality Act to modernize the environmental authorization scheme and to amend other legislative provisions, in particular to reform the governance of the Green Fund (2017, chapter 4) and by the Act respecting the conservation of wetlands and bodies of water (2017, chapter 14), it is expedient to amend those Terms;

WHEREAS, under paragraph 1 of section 3 of the Regulations Act (chapter R-18.1), that Act does not apply to proposed regulations or regulations regulating in particular internal management;

IT IS ORDERED, therefore, on the recommendation of the Minister of Sustainable Development, the Environment and the Fight Against Climate Change:

THAT the amendments to the Terms and conditions for the signing of certain documents of the Ministère du Développement durable, de l'Environnement et des Parcs, attached hereto, be made.

ANDRÉ FORTIER,
Clerk of the Conseil exécutif

Amendments to the Terms and conditions for the signing of certain documents of the Ministère du Développement durable, de l'Environnement et des Parcs

An Act respecting the Ministère du Développement durable, de l'Environnement et des Parcs (chapter M-30.001)

1. The Terms and conditions for the signing of certain documents of the Ministère du Développement durable, de l'Environnement et des Parcs (chapter M-30.001, r. 1) are amended by replacing sections 1 to 3 by the following:

“1. Subject to the other conditions of validity that may be prescribed by law, a member of the personnel of the Ministère du Développement durable, de l'Environnement et des Parcs or the holder of a position in that department whose function is referred to below is authorized, to the extent the member is acting within the limits of his or her duties, to sign alone and with the same authority as the Minister, any document described in the following provisions.

The same applies where those documents are signed by a person authorized in writing to temporarily exercise any of the functions described below.

2. Assistant deputy ministers, directors general, the secretary general, directors, regional directors and assistant directors are authorized to sign any document relating to

(1) the issue and, if applicable, the renewal or revision

(a) of any authorization referred to in section 22 of the Environment Quality Act (chapter Q-2);

(b) of any depollution attestation referred to in section 31.33 of that Act;

(c) of any approval of a rehabilitation plan to which applies section 31.46 of that Act;

(d) of any approval referred to in section 32.7, 33.1 or 124.3 of that Act;

(e) of any permit referred to in a regulation made pursuant to paragraph *d* of section 87 or paragraph *a* of section 92 of that Act; and

(f) any accreditation or certification referred to in section 118.6 of that Act;

(2) the cessation of any authorization or accreditation referred to in section 22, 31.1 or 118.6 of that Act;

(3) an amendment to or suspension or revocation of, at the request of the holder, any authorization referred to in section 22 of that Act and any approval, depollution attestation, accreditation or certification referred to in this section;

(4) an amendment, at the initiative of the Minister, of any authorization referred to in section 22 of that Act and any approval, depollution attestation, accreditation or certification referred to in this section, except under the second paragraph of section 31.79.1 and sections 115.5 to 115.7 of that Act;

(5) a suspension, at the initiative of the Minister, of any authorization referred to in section 22 of that Act and any approval, depollution attestation, accreditation or certification referred to in this section;

(6) a refusal to issue, amend or, if applicable, renew any authorization referred to in section 22 of that Act and any approval, depollution attestation, accreditation or certification referred to in this section; and

(7) any decision made under section 23.1 or 31.0.12 of that Act, the first paragraph of section 31.51, the second paragraph of section 46.0.5 or section 124.4 of that Act.

2.1. The persons referred to in section 2 are also authorized to sign any document relating to

(1) the issue of any authorization referred to in section 18 of the Act respecting threatened or vulnerable species (chapter E-12.01);

(2) the issue or renewal of any permit referred to in section 2 of the Act respecting the sale and distribution of beer and soft drinks in non-returnable containers (chapter V-5.001);

(3) the issue of any permit, certificate or attestation referred to in section 34, 40, 50 or 125 of the Pesticides Act (chapter P-9.3) and its renewal or transfer under section 39, 43 or 55 of that Act;

(4) the placing at the disposal of Hydro-Québec of immovables or water powers pursuant to section 32 of the Hydro-Québec Act (chapter H-5);

(5) the issue of any authorization referred to in section 34 or 48 of the Natural Heritage Conservation Act (chapter C-61.01);

(6) the exercise of the rights and powers referred to in section 13.1 of the Act respecting the Ministère du Développement durable, de l'Environnement et des Parcs (chapter M-30.001);

(7) the taking of possession of a building under section 62 of the Act respecting the lands in the domain of the State (chapter T-8.1);

(8) an amendment to or revocation of, at the request of the holder, any document referred to in this section; and

(9) a refusal to issue any document referred to in this section.

2.2. Assistant deputy ministers and directors general are authorized to sign any document relating to

(1) the issue, suspension or revocation of any authorization referred to in section 31.65 of the Environment Quality Act (chapter Q-2);

(2) a refusal to issue such authorization.

3. Assistant deputy ministers and the director in charge of dam safety are authorized to sign any document relating to

(1) the issue of any authorization or approval referred to in section 5 or 9 of the Dam Safety Act (chapter S-3.1.01) or a refusal of authorization or approval;

(2) any decision made under section 14 of that Act; and

(3) the issue of any approval referred to in section 17 or 23 of that Act, a refusal of approval, and any other decision made pursuant to those sections.”

2. Section 6 is amended by replacing paragraph 8 by the following:

“(8) documents relating to grants, except the document promising the grant;”

3. These amendments come into force on the date of their publication in the Gazette officielle du Québec.

M.O., 2018**Order of the Minister of Sustainable Development, the Environment and the Fight Against Climate Change dated 29 March 2018**

An Act respecting the Natural Heritage Conservation Act (chapter C-61.01)

Replacement of the plan and conservation plan of the Réserve de biodiversité projetée d'Opémican

THE MINISTER OF SUSTAINABLE DEVELOPMENT, THE ENVIRONMENT AND THE FIGHT AGAINST CLIMATE CHANGE,

CONSIDERING the first paragraph of section 27 of the Act respecting the Natural Heritage Conservation Act (chapter C-61.01), which provides that, for the purpose of protecting land to be established as a new protected area, such as a park, the Minister of Sustainable Development, the Environment and the Fight Against Climate Change shall, with the approval of the Government, prepare the plan of that area, establish a conservation plan and assign temporary protection status to the area as a proposed aquatic reserve, biodiversity reserve, ecological reserve or man-made landscape;

CONSIDERING the Minister's Order dated 20 February 2007 (2007, *G.O.* 2, 1201), whereby the Minister of Sustainable Development, Environment and Parks assigned temporary protection status to the territory of the Réserve de biodiversité projetée d'Opémican for a period of 4 years beginning on 7 March 2007;

CONSIDERING Order in Council 134-2007 dated 14 February 2007, whereby the Government approved the plan and conservation plan of the Réserve de biodiversité projetée d'Opémican;

CONSIDERING the first paragraph of section 28 of the Natural Heritage Conservation Act, which provides that the Government may authorize the renewal or extension of the setting aside of land as a proposed biodiversity reserve;

CONSIDERING the second paragraph of section 28 of the Act, which provides that the renewal or extension of the setting aside of land as a proposed biodiversity reserve may not be such that the term of the setting aside exceeds six years, unless so authorized by the Government;

CONSIDERING the Minister's Order dated 17 February 2011 (2011, *G.O.* 2, 631), authorized by Order in Council 41-2011 dated 2 February 2011, whereby the setting aside of the territory of the Réserve de biodiversité projetée d'Opémican was extended for 4 years beginning on 7 March 2011;

CONSIDERING the Minister's Order dated 10 February 2015 (2015, *G.O.* 2, 178), authorized by Order in Council 934-2014 dated 29 October 2014, whereby the setting aside of that territory was extended a second time for 8 years beginning on 7 March 2015;

CONSIDERING Order in Council 136-2008 dated 20 February 2008, whereby the Government approved amendments to the conservation plans of a number of proposed biodiversity and aquatic reserves, including Opémican;

CONSIDERING Order in Council 1200-2013 dated 20 November 2013, whereby the Government made the Regulation respecting the establishment of Parc national d'Opémican;

CONSIDERING the first paragraph of section 31 of the Natural Heritage Conservation Act, which provides that the Minister of Sustainable Development, the Environment and the Fight Against Climate Change may, with the Government's approval, amend, replace or revoke the plan of land set aside under section 27 of the Act or the conservation plan established for that land;

CONSIDERING that the boundaries of Parc national d'Opémican largely overlap the boundaries of the Réserve de biodiversité projetée d'Opémican;

CONSIDERING that a portion of the land initially set aside has not been retained within the boundaries of the national park and permanent status as a biodiversity reserve is contemplated for that portion, by reason of its ecological value;

CONSIDERING that amendments to the plan of the Réserve de biodiversité projetée d'Opémican are required to exclude from it the portion of land overlapping Parc national d'Opémican as well as other portions of land not retained for the proposed national park and located all around, and that consequential amendments must be made to the conservation plan;

CONSIDERING Order in Council 412-2017 dated 26 April 2017, which authorizes the Minister of Sustainable Development, the Environment and the Fight Against Climate Change to amend the plan and the conservation plan for the Réserve de biodiversité projetée d'Opémican;

CONSIDERING the publication in Part 2 of the *Gazette officielle du Québec* of 12 July 2017, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), of a proposed replacement of the plan and conservation plan of the Réserve de biodiversité projetée d'Opémican, with a notice that the proposed replacement could be made by the Minister on the expiry of 45 days following that publication;

CONSIDERING that it is expedient to make the proposed replacement without amendment;

CONSIDERING sections 29 and 31 of the Natural Heritage Conservation Act, which provide for the publication of a notice in the *Gazette officielle du Québec* where the plan of the land set aside is amended, as well as the content of that notice;

CONSIDERING that the publication in the *Gazette officielle du Québec* of this Minister's Order, of the plan of the Réserve de biodiversité projetée d'Opémican and of its conservation plan stands in lieu of such a notice;

ORDERS AS FOLLOWS:

The plan and conservation plan of the Réserve de biodiversité projetée d'Opémican, attached to this Order, are hereby made;

The plans come into force on the fifteenth day following the date of their publication in the *Gazette officielle du Québec* and replace, as of that date, any plan and conservation plan previously approved for that reserve.

Québec, 29 March 2018

ISABELLE MELANÇON,
*Minister of Sustainable Development,
The Environment and the
Fight Against Climate Change*

QUÉBEC STRATEGY FOR PROTECTED AREAS



**Réserve de
biodiversité
projetée
d'Opémican**

Conservation plan



**Amended
February 2018**

1. Protection status and toponym

The protection status of the territory described below is that of proposed biodiversity reserve, a status governed by the *Natural Heritage Conservation Act* (chapter C-61.01).

The permanent protection status to be granted at the end of the process is that of “biodiversity reserve”, this status also being governed by the *Natural Heritage Conservation Act*.

The territory of the proposed reserve was initially part of a larger area that was set aside toward the creation of a national park. Parc national d’Opémican was created on December 19, 2013 under the *Parks Act* (chapter P-9), but did not include the territory of Réserve de biodiversité projetée d’Opémican. Certain parts that were left out of the national park will thus become a biodiversity reserve.

The provisional toponym remains the same: Réserve de biodiversité projetée d’Opémican. The official toponym will be determined when the territory is given permanent protection status.

2. Plan and description

2.1. Geographical location, boundaries and dimensions

The boundaries and location of Réserve de biodiversité projetée d’Opémican are shown on the map comprising the Appendix. The present conservation plan reduces the proposed reserve created in March 2007 by 208.2 km². With this reduction, the proposed biodiversity reserve covers an area of 29.5 km².

Réserve de biodiversité projetée d’Opémican is located in the administrative region of Abitibi-Témiscamingue, between 46°51’56” and 46°57’49” north latitude and between 78°51’20” and 79°04’40” west longitude. It lies about 50 km to the south of the city of Ville-Marie and 22 km northeast of the city of Témiscaming.

The proposed reserve is on the territory of the regional municipal county (MRC) of Témiscamingue. It consists of two sections: Île McKenzie and a peninsula. Île McKenzie is in the municipality of Laniel while the peninsula is in the unorganized territory of Lacs-du-Témiscamingue.

Along the shores of Lac Kipawa, the boundaries of the reserve lie at an elevation of 270 metres.

2.2. Ecological portrait

Réserve de biodiversité projetée d’Opémican belongs to the Dumoine Plateau natural region, more precisely the Lac Sept Milles mounds physiographic complex.

The relief is that of a complex of till mounds, with rocky outcrops where the topography is particularly steep. The till is thicker in the valleys, thinner on the mounds. The elevation ranges from 270 m on the banks of Lac Kipawa to 383 m on the highest summit.

The territory is located in Grenville geological province in the Canadian Shield, not far from the geological boundary with Superior geological province, referred to as the Grenville Front. Along the Front there are signs of differences in ages and types of rocks. The geological foundation consists almost entirely of metamorphic rocks, primarily quartzofeldspathic gneiss, hornblende gneiss and biotite gneiss, interlayered with bands of hornblende-garnet-biotite paragneiss.

The entire territory of the proposed reserve is in the Rivière des Outaouais watershed. The land drains first into Lac Kipawa, which in turn empties into Lac Témiscamingue.

The territory of the reserve is subject to a continental subarctic climate, subhumid with a long growing season. The average annual daily temperature is 2.8°C. Precipitation is moderate with an annual average of 820 mm. The average annual sunshine is 1853 hours, with a frost-free season of about 120 days.

Réserve de biodiversité projetée d'Opémican is in the bioclimatic domain of maple/yellow birch stands. Its potential vegetation is primarily maple/yellow birch stands and stands of yellow birch (with balsam fir or fir and sugar maple). More rugged areas however are favourable to the presence of white pine stands. Hemlock stands could develop in certain zones, as could also (though in smaller areas) stands of balsam fir/black spruce or balsam fir/cedar. However, due to diameter-limit cutting in parts of the peninsula during the 1980s, the woodlands present include poplar stands and white birch stands. Nonetheless, areas favourable to white pine stands and hemlock stands are indeed populated with these species, whereas maple stands and yellow birch stands are quite rare.

2.3. Land occupation and uses

The proposed reserve has only three land rights: a resort lease, a lease for a temporary shelter and an accommodation lease for an outfitter without exclusive rights.

The proposed reserve partially overlaps three trapping grounds.

3. Activities framework

§ 1. Introduction

Activities carried out within the biodiversity reserve are primarily governed by the provisions of the *Natural Heritage Conservation Act*.

The provisions of the present section set out additional prohibitions beyond those already stipulated in the Act. They also provide a framework for certain permitted activities, to ensure the protection of the natural environment in accordance with the principles of conservation and other management objectives of the reserve. Certain activities are therefore subject to prior authorization by the Minister, and must be carried out in compliance with the conditions set by him.

Under the *Natural Heritage Conservation Act*, the activities prohibited in an area with the status of proposed biodiversity or aquatic reserve are primarily the following:

- mining and gas or oil extraction;

- forest management within the meaning of section 4 of the *Sustainable Forest Development Act* (chapter A-18.1);
- the exploitation of hydraulic resources and any production of energy on a commercial or industrial basis.

Lastly, note that the measures prescribed by the *Natural Heritage Conservation Act* and the present plan are subject to the provisions of the agreements referred to by the *Act Approving the Agreement Concerning James Bay and Northern Québec* (chapter C-67) and by the *Act Approving the Northeastern Québec Agreement* (chapter C-67.1).

§ 2. Prohibitions, prior authorizations and other conditions governing activities in the proposed reserve

§2.1. *Protection of resources and the natural environment*

3.1. Subject to the prohibition in the second paragraph, no person may establish in the proposed reserve any specimens or individuals of a native or non-native species of fauna, including by stocking, unless the person has been authorized by the Minister and complies with the conditions the Minister determines.

No person may stock a watercourse or body of water for aquaculture, commercial fishing or any other commercial purpose.

No person may establish in the proposed reserve a non-native species of flora, unless the person has been authorized by the Minister and complies with the conditions the Minister determines.

Before issuing an authorization under this section, the Minister is to take into consideration, in addition to the characteristics and the number of species involved, the risk of biodiversity imbalance, the importance of conserving the various ecosystems, the needs of the species in the ecosystems, the needs of rehabilitating degraded environments or habitats within the proposed reserve, and the interest in reintroducing certain species that have disappeared.

3.2. No person may use fertilizer or fertilizing material in the proposed reserve. Compost for domestic purposes is permitted if used at least 20 metres from a watercourse or body of water measured from the high-water mark.

The high-water mark means the high-water mark defined in the Protection Policy for Lakeshores, Riverbanks, Littoral Zones and Floodplains (chapter Q-2, r. 35).

3.3. No person may, unless the person has been authorized by the Minister and carries on the activity in compliance with the conditions the Minister determines,

- (1) intervene in a wetland area, including a marsh, swamp or bog;
- (2) modify the reserve's natural drainage or water regime, including by creating or developing watercourses or bodies of water;
- (3) dig, fill, obstruct or divert a watercourse or body of water;

- (4) install or erect any structure, infrastructure or new works in or on the bed, banks, shores or floodplain of a watercourse or body of water, although no authorization is required for minor works such as a wharf, platform or boathouse erected for private purposes and free of charge under section 2 of the Regulation respecting the water property in the domain of the State (chapter R-13, r. 1);
- (5) carry on any activity other than those referred to in the preceding subparagraphs that is likely to degrade the bed, banks or shores of a body of water or watercourse or directly and substantially affect the quality of the biochemical characteristics of aquatic or riparian environments or wetland areas in the proposed reserve, including by discharging or dumping waste or pollutants into those areas;
- (6) carry out soil development work, including any burial, earthwork, removal or displacement of surface materials or vegetation cover, for any purpose including recreational and tourism purposes such as trail development;
- (7) install or erect any structure, infrastructure or new works;
- (8) reconstruct or demolish an existing structure, infrastructure or works,
- (9) carry on an activity that is likely to severely degrade the soil or a geological formation or damage the vegetation cover, such as stripping, the digging of trenches or excavation work, although no authorization is required for the removal of soapstone by beneficiaries within the meaning of section 1 of the Act respecting the land regime in the James Bay and New Québec territories (chapter R-13.1);
- (10) use a pesticide, although no authorization is required for the use of personal insect repellent;
- (11) carry on educational or research-related activities if the activities are likely to significantly damage or disturb the natural environment, in particular because of the nature or size of the samples taken or the invasive character of the method or process used; or
- (12) hold a sports event, tournament, rally or similar event if more than 15 persons are likely to participate in the activity and have access to the proposed reserve at the same time; no authorization may be issued by the Minister if the activity involves motor vehicle traffic, unless it has been shown to the Minister that it is impossible to organize the activity elsewhere or that bypassing the proposed reserve is highly unfeasible.

The conditions determined by the Minister for the authorization may pertain to the location of the authorized activity, the methods used, the areas that may be cleared or deforested, the types of material that may be used including on-site materials, and the presence of ancillary works or facilities. The conditions may also include a requirement to ensure periodic follow-up or to report to the Minister, in particular as regards the results obtained from the research to which subparagraph 11 of the first paragraph refers.

3.4. Despite subparagraphs 6, 7, 8 and 9 of the first paragraph of section 3.3, no authorization is required to carry out work referred to in subparagraph 1 of this section when the requirements of subparagraph 2 are met.

- (1) The work involves
- (a) work to maintain, repair or upgrade an existing structure, infrastructure or works such as a camp, cottage, road or trail, including ancillary facilities such as lookouts or stairs;
 - (b) the construction or erection of
 - i. an appurtenance or ancillary facility of a trapping camp, rough shelter, shelter or cottage such as a shed, well, water intake or sanitary facilities; or
 - ii. a trapping camp, rough shelter, shelter or cottage if such a building was permitted under the right to use or occupy the land but had not been constructed or installed on the effective date of the status as a proposed reserve; or
 - (c) the demolition or reconstruction of a trapping camp, rough shelter, shelter or cottage, including an appurtenance or ancillary facility such as a shed, well, water intake or sanitary facilities.
- (2) The work is carried out in compliance with the following requirements:
- (a) the work involves a structure, infrastructure or works permitted within the proposed reserve;
 - (b) the work is carried out within the area of land or right-of-way subject to the right to use or occupy the land in the proposed reserve, whether the right results from a lease, servitude or other form of title, permit or authorization;
 - (c) the nature of the work or elements erected by the work will not operate to increase the area of land that may remain deforested beyond the limits permitted under the provisions applicable to the sale, lease and granting of immovable rights under the Act respecting the lands in the domain of the State (chapter T-8.1) and, if applicable, the limits allowed under an authorization for the structure, works or infrastructure; and
 - (d) the work is carried out in compliance with the conditions of a permit or authorization issued for the work or in connection with the structure, infrastructure or works involved, and in accordance with the laws and regulations that apply.

For the purposes of this section, repair and upgrading work includes work to replace or erect works or facilities to comply with the requirements of an environmental regulation.

3.5. No person may bury, abandon or dispose of waste, snow or other residual materials elsewhere than in waste disposal containers, facilities or sites determined by the Minister or in another place with the authorization of the Minister and in compliance with the conditions the Minister determines.

Despite the first paragraph, an outfitting operation does not require an authorization to use a disposal facility or site in compliance with the Environment Quality Act and its regulations if the outfitting operation was already using the facility or site on the effective date of the protection status as a proposed reserve.

§2.2. *Rules of conduct for users*

3.6. Every person staying, carrying on an activity or travelling in the proposed reserve is required to maintain the premises in a satisfactory state and before leaving, return the premises to their natural state to the extent possible.

3.7. Every person who makes a campfire must

- (1) first clear an area around the fire site sufficient to prevent the fire from spreading by removing all branches, scrub, dry leaves and other combustible material;
- (2) ensure that the fire is at all times under the immediate supervision of a person on the premises; and
- (3) ensure that the fire is completely extinguished before leaving the premises.

3.8. In the proposed reserve, no person may

- (1) cause any excessive noise;
- (2) behave in a manner that unduly disturbs other persons or interferes with their enjoyment of the proposed reserve; or
- (3) harass wildlife.

For the purposes of subparagraphs 1 and 2 of the first paragraph, behaviour that significantly disturbs other persons and constitutes unusual or abnormal conditions for the carrying on of an activity or for the permitted use of property, a device or an instrument within the proposed reserve is considered excessive or undue.

3.9. No person may enter, carry on an activity or travel in a vehicle in a given sector of the proposed reserve if the signage erected by the Minister restricts access, traffic or certain activities in order to protect the public from a danger or to avoid placing the fauna, flora or other components of the natural environment at risk, unless the person has been authorized by the Minister and complies with the conditions the Minister determines.

3.10. No person may destroy, remove, move or damage any poster, sign, notice or other types of signage posted by the Minister within the proposed reserve.

§2.3. *Activities requiring an authorization*

3.11. No person may occupy or use the same site in the proposed reserve for a period of more than 90 days in the same year, unless the person has been authorized by the Minister and complies with the conditions the Minister determines.

- (1) For the purposes of the first paragraph,
 - (a) the occupation or use of a site includes
 - i. staying or settling in the proposed reserve, including for vacation purposes;
 - ii. installing a camp or shelter in the proposed reserve; and

iii. installing, burying or leaving property in the proposed reserve, including equipment, any device or a vehicle;

(b) "same site" means any other site within a radius of 1 kilometre from the site.

(2) Despite the first paragraph, no authorization is required if a person,

(a) on the effective date of the protection status as a proposed reserve, was a party to a lease or had already obtained another form of right or authorization allowing the person to legally occupy the land under the Act respecting the lands in the domain of the State or, if applicable, the Act respecting the conservation and development of wildlife (chapter C-61.1), and whose right to occupy the land is renewed or extended on the same conditions, subject to possible changes in fees;

(b) in accordance with the applicable provisions of law, has entitlement under a sublease, an assignment of a lease or a transfer of a right or authorization referred to in paragraph a, and whose right to occupy the land is renewed or extended on the same conditions, subject to possible changes in fees; or

(c) elects to acquire land the person legally occupies on the effective date of the protection status as a proposed reserve, pursuant to the Act respecting the lands in the domain of the State.

3.12. (1) No person may carry on forest management activities to meet domestic needs or for the purpose of maintaining biodiversity, unless the person has been authorized by the Minister and carries on the activities in compliance with the conditions the Minister determines.

The conditions determined by the Minister for the authorization may pertain, among other things, to species of trees or shrubs, the size of the stems that may be cut, the quantities authorized and the places where the activities may be carried on.

(2) Despite subsection 1, the authorization of the Minister is not required if a person staying or residing in the proposed reserve collects wood to make a campfire.

An authorization is also not required if a person collects firewood to meet domestic needs in the following cases and on the following conditions:

(a) the wood is collected to supply a trapping camp or a rough shelter permitted within the proposed reserve if

i. the wood is collected by a person in compliance with the conditions set out in the permit for the harvest of firewood for domestic purposes issued by the Minister of Forests, Wildlife and Parks under the Sustainable Forest Development Act (chapter A-18.1);

ii. the quantity of wood collected does not exceed 7 apparent cubic metres per year;

(b) in all other cases if

i. the wood is collected within a sector designated by the Minister of Forests, Wildlife and Parks as a sector for which a permit for the harvest of firewood for domestic purposes under the Sustainable Forest Development Act may be issued, and for which, on the effective date of the protection status as a proposed reserve, a designation as such had already been made by the Minister;

ii. the wood is collected by a person who, on the effective date of the protection status as a proposed reserve or in any of the three preceding years, held a permit for the harvest of firewood for domestic purposes allowing the person to harvest firewood within the proposed reserve;

iii. the wood is collected by a person in compliance with the conditions set out in the permit for the harvest of firewood for domestic purposes issued by the Minister of Forests, Wildlife and Parks under the Sustainable Forest Development Act.

(3) Despite subsection 1, an authorization to carry on a forest management activity is not required if a person authorized by lease to occupy land within the proposed reserve in accordance with this conservation plan carries on the forest management activity for the purpose of

(a) clearing the permitted areas, maintaining them or creating visual openings, or any other similar removal work permitted under the provisions governing the sale, lease and granting of immovable rights under the Act respecting the lands in the domain of the State, including work for access roads, stairs and other trails permitted under those provisions; or

(b) clearing the necessary area for the installation, connection, maintenance, repair, reconstruction or upgrading of facilities, lines or mains for water, sewer, electric power or telecommunications services.

If the work referred to in paragraph *b* of subsection 3 is carried on for or under the responsibility of an enterprise providing any of those services, the work requires the prior authorization of the Minister, other than in the case of the exemptions in sections 3.13 and 3.15.

(4) Despite subsection 1, an authorization to carry on a forest management activity to maintain a sugar bush and harvest maple products for domestic needs is not required if

(a) the activity is carried on by a person who, on the effective date of the protection status as a proposed reserve or in any of the three preceding years, held Sustainable Forest Development Act a sugar bush management permit issued by the Minister of Forests, Wildlife and Parks under the allowing the person to carry on within the proposed reserve the activities associated with operating a sugar bush;

(b) the activity is carried on within a zone for which the permit obtained allowed the carrying on of sugar bush operations on the effective date of the protection status as a proposed reserve or in any of the three preceding years; or

(c) the activity is carried on by a person in compliance with the conditions set out in the sugar bush management permit issued by the Minister of Forests, Wildlife and Parks under the Sustainable Forest Development Act.

§ 2.4. *Authorization exemptions*

3.13. Despite the preceding provisions, an authorization is not required for an activity or other form of intervention within the proposed reserve if urgent action is necessary to prevent harm to the health or safety of persons, or to repair or prevent damage caused by a real or apprehended disaster. The person concerned must, however, immediately inform the Minister of the activity or intervention that has taken place.

3.14. The members of a Native community who, for food, ritual or social purposes, carry on an intervention or an activity within the proposed reserve are exempted from obtaining an authorization.

For greater certainty, the provisions of this conservation plan also apply subject to the authorization exemptions and other provisions in the Act respecting hunting and fishing rights in the James Bay and New Québec territories (chapter D-13.1).

3.15. Despite the preceding provisions, the following activities and interventions involving the transmission, distribution or production of electricity carried out by Hydro-Québec (Société) or by any other person for Hydro-Québec do not require the prior authorization of the Minister under this conservation plan:

- (1) any activity or intervention required within the proposed reserve to complete a project for which express authorization had previously been given by the Government and the Minister, or only by the Minister, in accordance with the Environment Quality Act (chapter Q-2), if the activity or intervention is carried out in compliance with the authorizations issued;
- (2) any activity or intervention necessary for the preparation and presentation of a pre-project report for a project requiring an authorization under the Environment Quality Act;
- (3) any activity or intervention relating to a project requiring the prior authorization of the Minister under the Environment Quality Act if the activity or intervention is in response to a request for a clarification or for additional information made by the Minister to the Société, and the activity or intervention is carried out in conformity with the request; and
- (4) any activity or intervention by the Société, if the conditions for the carrying out of the activity or intervention have been determined in an agreement between the Minister and the Société and the activity or intervention is carried out in compliance with those conditions.

The Société is to keep the Minister informed of the various activities or interventions referred to in this section it proposes to carry out before the work is begun in the reserve.

For the purposes of this section, the activities and interventions of the Société include but are not restricted to pre-project studies, analysis work or field research, work required to study and ascertain the impact of electric power transmission and distribution line corridors and rights-of-way, geological or geophysical surveys and survey lines, and the opening and maintenance of roads required for the purpose of access, construction or equipment movement incidental to the work.

§2.5. *General provisions*

3.16. Every person who applies to the Minister for an individual authorization or an authorization for a group or a number of persons must provide all information or documents requested by the Minister for the examination of the application.

3.17. The Minister's authorization, which is general or for a group, may be communicated for the benefit of the persons concerned by any appropriate means including a posted notice or appropriate signage at the reception centre or any other location within the proposed reserve that is readily accessible to the public. The Minister may also provide a copy to any person concerned.

4. Activities governed by other laws

Certain activities that could potentially be practised in the proposed reserve are also governed by other applicable legislative and regulatory provisions, and some require a permit or authorization or the payment of certain fees. Certain activities could be prohibited or limited under other laws or regulations applicable on the territory of the proposed reserve.

Within proposed reserves, a particular legal framework may govern permitted activities under the following categories:

- Protection of the environment: measures set out in particular by the Environment Quality Act (chapter Q-2) and its regulations;
- Plant species designated as threatened or vulnerable: measures prohibiting the harvesting of such species under the Act respecting threatened or vulnerable species (chapter E-12.01);
- Exploitation and conservation of wildlife resources: measures stipulated by the Act respecting the Conservation and Development of Wildlife (chapter C-61.1) and its regulations, including provisions related to threatened or vulnerable wildlife species, outfitters and beaver reserves, and measures in the applicable federal laws and regulations, including the legislation and regulations on fisheries; and in northern regions, particular measures stipulated by the Act Respecting Hunting and Fishing Rights in the James Bay and New Québec Territories (chapter D-13.1);
- Archeological research and discoveries: measures set out in particular by the Cultural Heritage Act (chapter P-9.002);
- Access and property rights related to the domain of the State: measures set out in particular by the Act Respecting the Lands in the Domain of the State (chapter T-8.1) and the Watercourses Act (chapter R-13), and in northern regions, by the Act Respecting the Land Regime in the James Bay and New Québec Territories (chapter R-13.1);

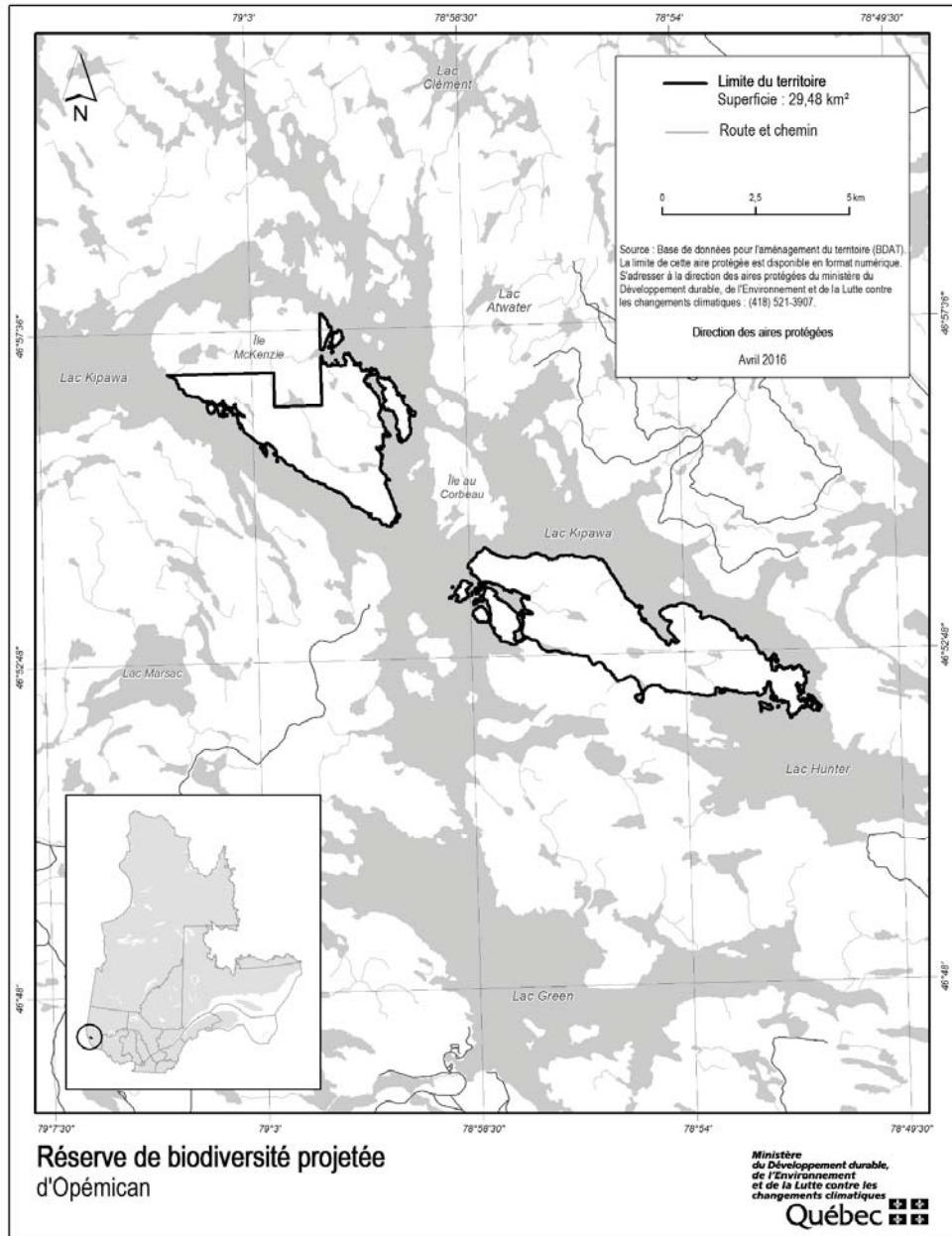
- Travel: measures stipulated by the Act Respecting the Lands in the Domain of the State (chapter T-8.1) and by the regulations on motor vehicle travel in fragile environments, under the *Environment Quality Act*;
- Construction and development standards: regulatory measures adopted by local and regional municipal authorities in accordance with the applicable laws.

5. Responsibilities of the Minister of Sustainable Development, Environment and the Fight against Climate Change

The Minister of Sustainable Development, Environment and the Fight against Climate Change is responsible for the conservation and management of Réserve de biodiversité projetée d'Opémican. Among other things, the Minister sees to the control and supervision of activities that take place there. In his management, the Minister enjoys the collaboration and participation of other government representatives that have specific responsibilities in or adjacent to the territory, including the Minister of Energy and Natural Resources and the Minister of Forests, Wildlife and Parks. In performing their functions they will take into account the protection desired for these natural environments and the protection status they are now granted.

Appendix

Map of Réserve de biodiversité projetée d'Opémican



Draft Regulations

Draft Regulation

An Act respecting the collection of certain debts
(chapter R-2.2; 2017, chapter 24)

Regulation — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting the application of the Act respecting the collection of certain debts, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The main purpose of the draft Regulation is to complete legislative provisions recently introduced by the Act mainly to modernize rules relating to consumer credit and to regulate debt settlement service contracts, high-cost credit contracts and loyalty programs (2017, chapter 24), assented to on 15 November 2017. In particular, it determines terms and conditions for the issue, renewal, suspension or cancellation of a collection agent representative certificate, cases where a certificate ceases to have effect, the qualifications required and the conditions to be met by a person applying for a certificate and the duties to be paid.

Certain measures proposed in relation to the register of representatives to be kept by collection agents add an additional burden borne by enterprises holding a collection agent's permit. It is also proposed to withdraw certain other documentary requirements currently applicable to enterprises holding a collection agent's permit.

Further information may be obtained by contacting Vanessa O'Connell-Chrétien, Office de la protection du consommateur, Village olympique — 5199, rue Sherbrooke Est, bureau 3671, Montréal (Québec) H1T 3X2; telephone: 514 253-6556, extension 3424; fax: 514 864-2400; email: vanessa.oconnell.chretien@opc.gouv.qc.ca

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Minister responsible for Consumer Protection and for Housing, 900, place d'Youville, 9^e étage, Québec (Québec) G1R 3P7.

LISE THÉRIAULT,
*Minister responsible for Consumer
Protection and for Housing*

Regulation to amend the Regulation respecting the application of the Act respecting the collection of certain debts

An Act respecting the collection of certain debts
(chapter R-2.2, s. 51; 2017, chapter 24, s. 80)

1. The Regulation respecting the application of the Act respecting the collection of certain debts (chapter R-2.2, r. 1) is amended in section 1 by replacing paragraphs a and b by the following:

“(a) “certificate” means a certificate required by section 44.1 of the Act;

(a.1) “application” means an application for a permit or certificate or renewal of a permit or certificate made by an applicant;

(b) “applicant” means a natural person, a partnership or a legal person that applies for a permit or the renewal of a permit or a natural person who applies for a certificate or the renewal of a certificate;”.

2. Section 4 is amended in the French text by inserting “d’un” after “loyer” in the portion before paragraph a.

3. Section 11 is amended by inserting “collection agent’s” after “applicant for a”.

4. Section 12 is amended by inserting “for a collection agent’s permit” after “applicant” in the portion before paragraph a.

5. Section 13 is amended by inserting “for a collection agent’s permit” after “applicant”.

6. Section 14 is amended

(1) by inserting “for a collection agent’s permit” after “applicant” in the first paragraph;

(2) by striking out the second, third and fourth paragraphs.

7. The first paragraph of section 14.1 is replaced by the following:

“Where an application for the issue or renewal of a permit is refused by the president or is withdrawn or abandoned, the president reimburses 50% of the duties indicated in section 14.”.

8. The following is inserted after section 33:

**“DIVISION III.1
COLLECTION AGENT REPRESENTATIVES**

33.1. The president issues a collection agent representative certificate if the applicant

- (a) acts for a collection agent;
- (b) has passed an examination approved by the president on knowledge of the laws and regulations applying to debt collection in the 2 years preceding receipt of the application for the issue of a certificate;
- (c) has not committed, during the 3 preceding years, an offence against the Act or this Regulation, unless the applicant has obtained a pardon with regard to the offence;
- (d) has not been found guilty, during the 3 preceding years, of a criminal offence punishable on summary conviction, and having a connection with the activity of a collection agent, unless the applicant has obtained a pardon with regard to the offence;
- (e) has not made a false or misleading statement or concealed an important fact to obtain the certificate;
- (f) has paid the duties prescribed by this Regulation; and
- (g) has sent the information prescribed by section 33.6.

The president may refuse to issue a certificate if the president has reasonable grounds to believe that such refusal is necessary to ensure, in the public interest, the honest and competent practice of the activity of collection agent.

33.2. A certificate is valid for a 2-year period.

33.3. In order for a certificate to be valid, not more than 2 years may have elapsed since the last employment or service contract binding the holder of a collection agent representative certificate to a holder of a collection agent's permit declared in accordance with section 33.6 or 33.9. Otherwise, the certificate ceases to have effect.

A collection agent representative certificate that has ceased to have effect under the first paragraph may not be renewed. A new certificate may however be issued if the conditions provided for in section 33.1 are met.

33.4. The president renews a collection agent representative certificate if the following conditions are met:

(a) not more than 2 years have elapsed since the last employment or service contract binding the applicant to a collection agent declared in accordance with section 33.6 or 33.9;

(b) the applicant has not committed, during the 3 preceding years, an offence against the Act or this Regulation, unless the applicant has obtained a pardon with regard to the offence;

(c) the applicant has not been found guilty, during the 3 preceding years, of a criminal offence punishable on summary conviction, and having a connection with the activity of a collection agent, unless the applicant has obtained a pardon with regard to the offence;

(d) the applicant has not made a false or misleading statement or concealed an important fact to obtain the certificate;

(e) the applicant has paid the duties prescribed by this Regulation;

(f) the applicant has sent the information prescribed by section 33.6.

The president may refuse to renew a certificate if the president has reasonable grounds to believe that such refusal is necessary to ensure, in the public interest, the honest and competent practice of the activity of collection agent.

33.5. A collection agent representative must send, on the form provided by the president, an application for the issue or renewal of a certificate accompanied by the duties payable.

33.6. A collection agent representative must, upon applying for the issue or renewal of a certificate, send the following to the president, on the form provided by the latter:

(a) the representative's name, domicile address and professional address, date of birth, personal and professional telephone numbers and, if applicable, the representative's personal and professional electronic addresses and fax number;

(b) the name, address and permit number of each collection agent to whom the representative is bound by an employment contract or a service contract; and

(c) a statement whereby the applicant, at the time of the application, certifies that

i. he has not committed, during the 3 preceding years, an offence against the Act or this Regulation;

ii. he has not been found guilty, during the 3 preceding years, of an offence against a statute or regulation under the administration of the Office de la protection du consommateur, of an indictable offence or an offence punishable on summary conviction, unless a pardon has been granted;

iii. he is not an undischarged bankrupt; and

iv. the information provided in the application is true.

33.7. The duties for the issue and renewal of the certificate are set at \$180 and \$160, respectively.

33.8. If the duties payable under this Division are paid by cheque, postal money order, bank money order or payment order drawn on a financial services cooperative, payment must be made out to the order of the Minister of Finance.

33.9. A collection agent representative must inform the president of any change in any of the information referred to in section 33.6 within 15 days of the event,

33.10. The president may suspend or cancel a collection agent representative certificate where its holder

(a) has committed, during the 3 preceding years, an offence against the Act or this Regulation, unless the holder has obtained a pardon with regard to the offence;

(b) has been found guilty, during the 3 preceding years, of a criminal offence punishable on summary conviction, and having a connection with the activity of a collection agent, unless the holder has obtained a pardon with regard to the offence;

(c) has made a false or misleading statement or concealed an important fact to obtain or renew the certificate;

(d) has failed to comply with any of the conditions or obligations prescribed by the Act and this Regulation; or

(e) is unable to ensure, in the public interest, the honest and competent practice of debt collection activities.

33.11. The president must, before refusing to issue or renew a certificate or before suspending or cancelling it, give the advance notice provided for in section 5 of the Act respecting administrative justice (chapter J-3) in writing to the certificate applicant or holder and grant that person at least 10 days to present observations. The president must also notify that person of the substantiated decision in writing.”

9. The following is inserted after section 50:

“**50.1.** A permit holder must keep up to date a register of the representatives employed by the permit holder or with whom the permit holder is bound by a service contract. Upon request, the permit holder must send a copy of the register to the president.

When the employment relationship with one of the representatives is broken or if the service contract binding them has ended, the permit holder must inform the president thereof within 15 days of the event.”

10. Section 54 is revoked.

11. Section 55 is revoked.

12. Section 56 is revoked.

13. Section 57 is revoked.

14. Section 58 is amended by replacing “attach to the financial statements” in the portion before paragraph *a* by “provide the president with”.

15. Section 59 is replaced by the following:

“**59.** The information required under section 58 must be provided within 6 months of the end of the permit holder’s fiscal year and be accompanied by a review engagement report.”

16. The following is inserted after section 59:

“DIVISION VII.1 INDEXATION OF DUTIES AND FEES

59.1. The duties and fees payable to the president of the Office de la protection du consommateur are indexed on 1 July of each year in accordance with the rate of variation in the general Consumer Price Index in the preceding year for Canada, as established by Statistics Canada; the duties and fees thus indexed take effect on that date.

The duties and fees indexed in the prescribed manner are reduced to the nearest dollar where they contain a fraction of a dollar less than \$0.50; they are increased to the nearest dollar where they contain a fraction of a dollar equal to or greater than \$0.50.

Each year, the president of the Office de la protection du consommateur publishes the result of the annual indexation in Part 1 of the *Gazette officielle du Québec*.”

TRANSITIONAL AND FINAL

17. Any person acting as the representative of a collection agent before (*insert the first day of the 15th month following the date of its publication in the Gazette Officielle du Québec*) must obtain a temporary certificate on the conditions provided for in subparagraphs a, c, d, e and g of the first paragraph of section 33.1, introduced by section 8 of this Regulation. The certificate ceases to have effect on the earlier of

(a) 31 December 2020; and

(b) the date on which a certificate is issued to the holder of a temporary certificate, in accordance with section 33.1.

18. This Regulation comes into force on (*insert the first day of the 12th month following the date of its publication in the Gazette officielle du Québec*) except sections 6 and 16, which come into force on 1 January 2019.

103427

Draft Regulation

Consumer Protection Act
(chapter P-40.1; 2017, chapter 24)

Regulation — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting the application of the Consumer Protection Act, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The main purpose of the draft Regulation is to complete legislative provisions recently introduced by the Act mainly to modernize rules relating to consumer credit and to regulate debt settlement service contracts, high-cost credit contracts and loyalty programs (2017, chapter 24), assented to on 15 November 2017.

The draft Regulation determines the information a merchant must take into account, and the method for collecting such information to be complied with, to benefit from the absolute presumption according to which the merchant has fulfilled the obligation of assessing the consumer's capacity to repay the credit requested or performing the obligations arising from a long-term contract of lease of goods.

The draft Regulation states the characteristics of a credit contract considered to be a high-cost credit contract. It establishes the duties that an applicant for a merchant's permit that enter into such contracts must pay and exempts certain merchants from the requirement to hold such a permit. The draft Regulation indicates the debt ratio above which the consumer who has entered into a high-cost credit contract is presumed to have contracted an excessive, harsh or unconscionable obligation within the meaning of the Consumer Protection Act (chapter P-40.1). It determines the method for calculating that ratio, and the method for sending documents before entering into a high-cost credit contract. The draft Regulation also includes the text of compulsory clauses to be included in such a contract.

The draft Regulation adds to the Regulation standard contracts that were in the Schedules of the Act and provides the text of the summary box to be added to certain contracts and forms related to consumer credit and long-term lease of goods.

The draft Regulation specifies the period during which the consumer's statement of account must be available on the merchant's website so that the merchant may benefit from the absolute presumption of transmission to the consumer's technological address.

The draft Regulation amends exemptions related to credit contracts secured by an immovable hypothec. It also amends the exemption related to the right of resolution applicable to contracts involving credit and contracts of lease with guaranteed residual value. It revokes the exemption for financial services cooperatives governed by the Act respecting financial services cooperatives (chapter C-67.3) respecting the application of rules applicable where the subscribing to or participating in an insurance is a condition for entering into a credit contract. It exempts from certain conditions certain contracts for the loan of money, including those entered into with pawnbrokers from the application of certain sections of the Act.

The draft Regulation establishes terms for the issue of debt settlement service merchant's permits offering debt negotiation or sum distribution services to a consumer's creditors and limits charges and fees that such merchants may collect from the consumer. It establishes the standard contract to be used by those merchants and the compulsory clauses to be included in contracts. It also requires that the merchants provide a security.

Regarding loyalty programs, the draft Regulation exempts certain contracts from the application of the new legislative provisions governing contracts relating to a loyalty program and section 11.2 of the Act. The draft Regulation lists the information that must be provided to consumers before entering into a loyalty program. It establishes the conditions to which a stipulation may provide for the expiry of exchange units, elements of the contract that the merchant cannot unilaterally amend and the period for transmission to the consumer of a notice of unilateral amendment of an essential element of the contract.

The draft Regulation also establishes the conditions that must be complied with by a merchants association acting as surety for its members. The holder of a brokerage or agency licence issued under the Real Estate Brokerage Act (chapter C-73.2) is exempt from the application of the Act.

Lastly, the draft Regulation makes adjustments to the information and documents required from the merchant applying for the issue or renewal of a permit. It also proposes technical adjustments to harmonize the Regulation with the amendments recently made to the Act.

A significant portion of the measures complete the provisions of chapter 24 of the Statutes of 2017. Most of the measures add no additional burden borne by enterprises. Other measures, in particular those relating to high-cost credit contracts and the assessment of the capacity to repay credit will result in an additional burden borne by enterprises. In other matters, the impact on enterprises is generally low or nil. Lastly, several exemptions lighten the burden borne by numerous enterprises.

Further information may be obtained by contacting Marc Migneault, Office de la protection du consumer, 100, rue Laviolette, rez-de-chaussée 11, Trois-Rivières (Québec) G9A 5S9; telephone: 819 371-6400, extension 3426; fax: 819 371-6489; email: marc.migneault@opc.gouv.qc.ca.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Minister responsible for Consumer Protection and for Housing, 900, place d'Youville, 9^e étage, Québec (Québec) G1R 3P7.

LISE THÉRIAULT,
*Minister responsible for Consumer
Protection and for Housing*

Regulation to amend the Regulation respecting the application of the Consumer Protection Act

Consumer Protection Act

(chapter P-40.1, s. 350; 2017, chapter 24, s. 66)

1. The Regulation respecting the application of the Consumer Protection Act (chapter P-40.1, r. 3) is amended by replacing section 2 by the following:

“2. Contracts concerning a loan granted as part of a program administered by La Financière agricole du Québec under the Act respecting La Financière agricole du Québec (chapter L-0.1) are exempt from the application of the Act.”

2. Section 3.4 is revoked.

3. The following is inserted after section 3.4:

“3.5. Holders of a brokerage or agency permit issued under the Real Estate Brokerage Act (chapter C-73.2) are exempt from the application of the Act where they carry out activities covered by the Act.”

4. Section 6.4. is amended by striking out “, contracts for the sale or long-term lease of a used car or motorcycle”.

5. The following is inserted after section 6.4:

“6.4.1. Contracts entered into by debt settlement service merchants for a service provided at a distance are exempt from the application of sections 27 to 32 and 54.8 to 54.16 of the Act and section 26 of this Regulation.”

6. The following is inserted after section 12.1:

“12.2. Merchants who have entered into a contract for the loan of money secured by an immovable hypothec with delivery or a contract deemed to constitute a contract for the loan of money under the first paragraph of section 115.1 of the Act, where the amount of the net capital of the contract and any other contract for the loan of money of the same type entered into during a period of 30 days preceding the entering into of the contract does not exceed \$500 are exempt from the application of the second paragraph of section 73, sections 94, 103.2 to 103.4, 105 and 245.2 of the Act.

Section 103.5 of the Act does not apply to a contract that meets the conditions prescribed in the first paragraph.”

7. Section 14 is revoked.

8. Section 18 is amended

(1) by adding “or a high-cost credit contract” at the end of the portion before paragraph *a*;

(2) by revoking paragraph *d*;

(3) by inserting the following after paragraph *f*:

“(g) a person, partnership or association governed by the Insurance Act (chapter A-32).”.

9. Section 21 is replaced by the following:

“**21.** A contract in which credit extended to a consumer is or must be secured by an immovable hypothec ranking first is exempt from the application of sections 12, 14 and 15, Chapter II of Title I, Divisions I.1, II and III of Chapter III of Title I, except sections 103.2 to 103.5 and 115.2, and Title II of the Act, except section 245.2, on the following conditions:

(a) the credit contract is the contract for which the consumer has agreed to grant a hypothec;

(b) the act constituting the hypothec identifies the contract secured by the hypothec;

(c) if the hypothec secures a credit contract other than the contract referred to in subparagraph *a*, the act constituting the hypothec provides that the consumer must agree, in that other contract, that it be secured by the hypothec.

The exemption also applies to a credit contract to amend, renew or replace the credit contract referred to in subparagraph *a* of the first paragraph.

The exemption does not apply to an open credit contract entered into for the use of a credit card.”.

10. Section 22 is replaced by the following:

“**22.** A contract in which credit extended to a consumer is or must be secured by an immovable hypothec other than an immovable hypothec ranking first is exempt from the application of sections 12, 14 and 15, Chapter II of Title I, Divisions I.1, II and III of Chapter III of Title I, except sections 81, 86, 98, 99, 100.1, 101 to 103, 103.2 to 103.5 and 115.2, and Title II of the Act, except section 245.2, on the following conditions:

(a) at least 2 days before the duly certified contract is entered into, the merchant must indicate to the consumer in writing, in dollars and cents, the credit charges determined in accordance with the Act;

(b) a copy of the writing must be attached to the duly certified contract;

(c) the contract must stipulate that if, on the expiry of the contract, an amount exceeding the amount of one regular payment is outstanding, the merchant may not demand payment thereof before 30 days after the merchant has given a notice in writing of the merchant's intention to the consumer, except in the case of default by the consumer.

The conditions set out in subparagraphs *a*, *b* and *c* of the first paragraph of section 21 and the second and third paragraphs of that section apply, with the necessary modifications, to the contract for which credit extended to the consumer is or must be secured by an immovable hypothec other than an immovable hypothec ranking first.”.

11. Section 23 is revoked.

12. Section 24 is amended by replacing “annexée” in the second paragraph of the French text by “jointe”.

13. Section 26 is amended

(1) by replacing “or 214.2” in the first paragraph by “, 214.2 or 214.16”;

(2) by replacing the second paragraph by the following:

“The contract must be written on good quality white paper.”.

14. Section 28.1 is revoked.

15. Section 29 is amended by replacing “and 45.2” in the first paragraph by “, 45.2 and 50.0.1”.

16. The following is inserted after the heading of Division II of Chapter IV:

“§ 0.1. *High-cost credit contract*

31.1. The compulsory clauses provided for in sections 33 and 39 must, where the contracts referred to in those sections are high-cost contracts, include the following modifications:

(a) by adding “High-cost” before “Contract for the loan of money” and “Contract involving credit” in the portion in parentheses;

(b) by replacing the words “2 days” wherever they appear in the compulsory clause by “10 days”.

31.2. The compulsory clauses provided for in sections 35 and 36 must, where the contracts referred to in those sections are high-cost contracts, include the following modifications:

(a) by adding “High-cost” before “Open credit contract for the use of a credit card” and “Open credit contract other than that entered into for the use of a credit card” in the portion in parentheses;

(b) the clause must include, in addition to what is provided for section 35 or 36, as the case may be, immediately before paragraph 1, the following paragraph:

“(0.1) A consumer may resolve, free of cost, this contract within 10 days after the date on which each party takes possession of a duplicate of the contract.

To resolve the contract, the consumer must

(a) remit the part of the granted credit that the consumer used to the merchant or the merchant’s representative if the credit has been granted at the time each party took possession of a duplicate of the contract;

(b) send a written notice to that effect or remit the part of the granted credit that the consumer used to the merchant or the merchant’s representative if the credit has not been granted at the time each party takes possession of a duplicate of the contract.

The contract is resolved, without other formality, as soon as the consumer remits the part of the credit that the consumer used or sends the notice.”;

(c) by adding “73, 74, 76,” after “It is in the consumer’s interest to refer to sections” in the last paragraph.

17. Section 32 is replaced by the following:

“32. If subscription to or participation in an insurance is a condition for entering into a credit contract or a long-term contract of lease of goods, the contract must contain the following compulsory clause:

“Clause required under the Consumer Protection Act.

(Insurance)

Before entering into this contract, the merchant requires the consumer to hold an insurance (indicate the type of insurance required).

A consumer may meet that requirement

(a) either by subscribing to or participating in the insurance that may be recommended by the merchant;

(b) by subscribing to or participating in an insurance with an insurer and the insurance representative chosen by the consumer; or

(c) with an insurance the consumer already holds.

The merchant may not refuse the insurance chosen or held by the consumer without reasonable grounds.

It is in the consumer's interest to refer to sections 111 and 112 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur."."

18. Section 33 is replaced by the following:

"33. In addition to the clauses prescribed by sections 61.0.7 and 61.0.8, a contract for the loan of money must also contain the following compulsory clause:

"Clause required under the Consumer Protection Act.

(Contract for the loan of money)

(1) The consumer may cancel this contract without charge within 2 days following that on which each party takes possession of a duplicate of the contract.

To cancel the contract, the consumer must

(a) return the money to the merchant or the merchant's representative, if the consumer received the money at the time each party took possession of a duplicate of the contract;

(b) send a notice in writing to that effect, or return the money to the merchant or the merchant's representative if the money was not returned to the merchant or the merchant's representative at the time each party took possession of a duplicate of the contract.

The contract is cancelled, without further formality, as soon as the consumer returns the money or forwards the notice.

(2) If the consumer uses all or part of the net capital to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the contract for the loan of money was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the lender collaborated with a view to granting loans, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described above, exercise against the lender, or against the lender's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The lender or the lender's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the lender at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the lender received if he assigned the debt.

(3) The consumer may pay, in whole or in part, the amount of the obligation before maturity.

The balance due is equal at all times to the sum of the balance of net capital and credit charges calculated in accordance with the Act and the Regulation respecting the application of the Consumer Protection Act.

(4) The consumer may, once a month and without charge, request a statement of account from the merchant; the latter must furnish the consumer with the statement of account or forward it to the consumer as soon as possible but at the latest within 10 days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity may, at all times and without charge, request a statement of account from the merchant; the latter must furnish the consumer with the statement of account or forward it to the consumer as soon as possible but at the latest within 10 days of the receipt of the request.

It is in the consumer's interest to refer to sections 73, 74, 76, 91, 93 and 103.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.".

19. Section 35 is replaced by the following:

"35. Open credit contracts entered into for the use of a credit card must contain, in addition to the clauses referred to in sections 61.0.10 and 61.0.12 of this Regulation, the following compulsory clause:

"Clause required under the Consumer Protection Act.

(Open credit contract for the use of a credit card)

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the lender collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to \$50. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.".

20. Section 36 is replaced by the following:

“36. An open credit contract other than that entered into for the use of a credit card must contain, in addition to the clauses prescribed by sections 61.0.10 and 61.0.11, the following compulsory clause:

“Clause required under the Consumer Protection Act.

(Open credit contract other than that entered into for the use of a credit card)

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the lender collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(4) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(5) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.

(6) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.".

21. Section 38 is amended

(1) by replacing "prescribed in Schedules 5 or 7 of the Act" by "prescribed by sections 61.0.13 or 61.0.15 and 61.0.14 or 61.0.16";

(2) by replacing "116" in the last paragraph of the required clause by "103".

22. Section 39 is amended

(1) by replacing "prescribed in Schedules 5 or 7 of the Act" by "prescribed by sections 61.0.13 or 61.0.15 and 61.0.14 or 61.0.16";

(2) by replacing "a new automobile" in subparagraph 1 of the first paragraph of the required clause by "a new road vehicle".

- 23.** Section 40 is amended by replacing “Schedule 5 of the Act” by “sections 61.0.13 and 61.0.14”.
- 24.** Section 41 is amended by replacing “prescribed in Schedule 5 of the Act” by “prescribed by sections 61.0.13 and 61.0.14”.
- 25.** Section 42 is amended by replacing “prescribed in Schedule 7 of the Act” by “prescribed by sections 61.0.15 and 61.0.16”.
- 26.** Section 44 is amended by replacing “prescribed in Schedule 5” by “prescribed by section 61.0.13”.
- 27.** Section 45 is amended by replacing “prescribed in Schedule 5” by “prescribed by section 61.0.13”.
- 28.** Section 45.1 is amended by replacing “116” in the last paragraph of the required clause by “103”.
- 29.** Section 45.2 is amended by replacing “prescribed in Schedule 7.3 of the Act” by “prescribed by section 69.4.1”.
- 30.** Section 45.3 is amended by replacing “prescribed in Schedule 7.3 of the Act” by “prescribed by section 69.4.1”.
- 31.** Section 45.4 is amended
- (1) by replacing “prescribed in Schedule 7.3 of the Act” by “prescribed by section 69.4.1”;
- (2) by replacing “a new automobile” in the second paragraph of the required clause by “a new road vehicle”.
- 32.** The following is inserted after section 50:

“DIVISION V

CONTRACT ENTERED INTO BY A DEBT SETTLEMENT SERVICE MERCHANT

50.0.1. A debt settlement service contract that provides for services referred to in paragraph *a* or *b* of section 214.12 of the Act, must contain, at the very beginning of the contract, in addition to the clauses provided for in section 79.13, the following compulsory box:

“Clause required under the Consumer Protection Act.

(Contract entered into by a debt settlement service merchant)

Your creditors could refuse to reduce your debts.
Your creditors could make a judicial demand if you stop your payments. Ceasing payments could affect your credit rating.
The merchant is not allowed to advise against communicating with your creditors.
You do not have to pay the merchant before payments are made to your creditors. The merchant may not require charges and fees of more than 15% of the savings made. The charges and fees must be spread over the term of the contract.

The text of the compulsory box must be in bold type of at least 14 points.

50.0.2. A contract entered into by a debt settlement service merchant must contain at the very beginning of the contract, but immediately after the compulsory box provided for in section 50.0.1 where applicable, the following statement of consumer cancellation rights:

“STATEMENT OF CONSUMER CANCELLATION RIGHTS

You may cancel this contract for any reason within 10 days after the date on which each party has possession of a copy of the contract.

If the merchant does not provide a service stated in the contract within 30 days following the agreed date, you have 1 year to cancel the contract. You lose that right if you accept the service after that 30-day period. There are other grounds for an extension of the cancellation period to 1 year, for example if the merchant does not hold a permit or has not provided the required security at the time the contract is entered into or the services never performed, or if the contract is incorrectly made or worded. For more information, you may seek legal advice or contact the Office de la protection du consommateur.

If you cancel the contract, the debt settlement service merchant must refund all amounts you have paid, and return to you the goods received in payment, as a trade-in or on account; if the merchant is unable to return the goods, you are entitled to receive the highest of an amount of money corresponding to the value indicated in the contract or the cash value of the goods, within 15 days of cancellation. You also have 15 days to return to the debt settlement service merchant any goods you received from the merchant.”

To cancel, you must send the merchant the cancellation form attached to the contract or send the merchant another written notice to that effect. The form or notice must be sent to the debt settlement service merchant at the address indicated on the form, or at any other address for the debt settlement service merchant indicated in the contract. You must give notice of cancellation by personal delivery or by any other method that will allow you to prove that you gave notice, including registered mail, email, fax and courier.

It is in the consumer’s interest to refer to sections 214.17 to 214.22 and 214.26 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, contact the Office de la protection du consommateur.”

The statement must show

- (a) the heading, in bold type of at least 12 points;
- (b) the statement of the 10-day cancellation contained in the first paragraph, in typeface of at least 12 points;
- (c) all numbers in bold type; and
- d) the remainder of the text in typeface of at least 10 points.”.

33. The following is inserted after section 50.1:

“CHAPTER IV.2

CONTRACT ENTERED INTO BY AN ITINERANT MERCHANT

50.2. The Statement of consumer cancellation rights and the cancellation form that the merchant must attach to the contract under the second paragraph of section 58 of the Act constitutes a document on which appears only the compulsory notice immediately followed by the following compulsory form:

(CONSUMER PROTECTION ACT, SECTION 58)

STATEMENT OF CONSUMER CANCELLATION RIGHTS

You may cancel this contract for any reason within 10 days after you receive a copy of the contract along with the other required documents.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel the contract within one year. You lose that right if you accept delivery after the 30-day period. There are other grounds for an extension of the cancellation period to one year, for example if the itinerant merchant does not hold a permit or has not provided the required security at the time the contract is entered into, if the goods are never delivered or the services never performed, or if the contract is incorrectly made or worded. For more information, you may seek legal advice or contact the Office de la protection du consommateur.

If you cancel the contract, the itinerant merchant must refund all amounts you have paid, and return to you the goods received in payment, as a trade-in or on account; if the merchant is unable to return the goods, you are entitled to receive an amount of money corresponding to the value indicated in the contract or the cash value of the goods, within 15 days of cancellation. You also have 15 days to return to the merchant any goods you received from the merchant.

To cancel, you must return the items received from the merchant to the merchant or the merchant's representative, send the merchant the cancellation form printed below, or send the merchant another written notice of cancellation. The form or written notice must be sent to the merchant or the merchant's representative at the address indicated on the form, or at any other address indicated in the contract. You must give notice of cancellation by personal delivery or by any other method that will allow you to prove that you gave notice, including registered mail, email, fax and courier.

CANCELLATION FORM

(detachable from schedule)

TO BE COMPLETED BY THE MERCHANT

TO:
(name of itinerant merchant or representative)

.....
.....
(address of itinerant merchant or representative)

Telephone number of itinerant merchant
or representative: (.....)

Fax number of itinerant merchant
or representative: (.....)

Technological address of itinerant merchant
or representative:

TO BE COMPLETED BY THE CONSUMER

DATE: (date on which form is sent)
Under section 59 of the Consumer Protection Act, I hereby cancel
the contract No.
(contract number, if any) entered into on
..... (date on which contract was entered into)
at:.....
(address where consumer entered into contract)

..... (name of consumer)

Telephone number of consumer: (.....)

Fax number of consumer: (.....)

Electronic address of consumer:

.....
(address of consumer)

.....
(signature of consumer)"

The statement must show

- (a) the heading, in bold type of at least 12 points;
- (b) the statement of the 10-day cancellation contained in the first paragraph, in typeface of at least 12 points;
- (c) all numbers in bold type.

The remainder of the text of the statement and cancellation form must be in typeface of at least 10 points."."

34. Section 54.1 is replaced by the following:

“54.1. Where life, health, accident or employment insurance in respect of the consumer is established for the benefit of the merchant under a credit contract, and where the insurance constitutes credit charges within the meaning of sections 69 and 70 of the Act, and the charges, arising from payment of the premium by the merchant are imposed to the consumer, the merchant must disclose in the contract, as components of the credit charges, both the amount of the premium and the cost of the credit charges related thereto, and must include both components in the total credit charges, as well as for the purpose of calculating and disclosing the credit rate in accordance with the Act.”.

35. Section 61 is amended by replacing “mailing by the merchant of the statement of account required under section 126 of the Act” by “date of the end of the period”.

36. The following is inserted after section 61:

“DIVISION II.1

ASSESSMENT OF CONSUMER’S CAPACITY TO REPAY CREDIT OR PERFORM OBLIGATIONS

61.0.1. For the purposes of sections 103.2 and 150.3.1 of the Act, the merchant who takes into account the following information is deemed to have assessed the consumer’s capacity:

- (a) the general level of the consumer’s gross income;
- (b) the total of the monthly recurring disbursements related to housing, or the monthly cost if they are made on a basis other than monthly;

(c) the total of the monthly disbursements required under a credit contract or to pay the lease of a long-term contract of lease of goods, or their monthly cost if they are made on a basis other than monthly;

(d) the information contained in a contemporaneous credit report made on a consumer by a personal information officer;

(e) where applicable, the credit history with that merchant.

61.0.2. For the purposes of paragraph *a* of section 61.0.1, the information collected by the merchant on the consumer's main income must allow the identification of the consumer's gross income and the source of income and, where applicable, occupation, employment situation, employer and the duration of the employment relationship.

61.0.3. For the purposes of section 103.4 of the Act, the credit contract under which the credit rate, calculated in accordance with the Act at the time the contract was entered into, exceeds the rate obtained by increasing by 22 percentage points the official discount rate of the Bank of Canada is a high-cost credit contract.

In the case of an open credit contract, to determine if the contract is high cost, the credit rate applicable under the contract in case of default of the consumer is not taken into account.

61.0.4. For the purposes of section 103.4 of the Act, the consumer's debt ratio corresponds to the expression in percentage of the fraction that constitutes the sum of the following monthly disbursements in relation to the consumer's monthly income:

(a) the disbursements referred to in paragraphs *b* and *c* of section 61.0.1;

(b) the disbursements payable under the contract proposed to the consumer by the merchant.

61.0.5. For the purposes of section 103.4 of the Act, the merchant must give to the consumer a document on which only appears the following information:

(a) the information taken into account to assess the consumer's capacity to repay the credit;

(b) the methods for calculating the debt ratio provided for in section 61.0.4;

(c) the elements used in the calculation of the consumer's debt ratio;

(d) the consumer's debt ratio, calculated in accordance with section 61.0.4;

(e) if the debt ratio exceeds the ratio identified in section 61.0.6, the following compulsory clause:

“WARNING

You are about to enter into a high-cost credit contract. The contract includes an obligation on your part that is presumed excessive, abusive or exorbitant within the meaning of the Consumer Protection Act.

It is in the consumer’s interest to refer to sections 8 and 9 of the Consumer Protection Act and, if necessary, consult the Office de la protection du consommateur.”.

The compulsory clause must show the text in typeface of at least 12 points and the heading in bold type.

61.0.6. For the purposes of section 103.5 of the Act, the debt ratio, calculated in accordance with section 61.0.4 is 45%.

DIVISION II.2

CONTRACT FOR THE LOAN OF MONEY

61.0.7. The contract for the loan of money must comply with the following standard contract and provide as many lines as necessary to meet all the requirements:

CONTRACT FOR THE LOAN OF MONEY (*where applicable, add HIGH-COST at the beginning*)
(CONSUMER PROTECTION ACT, S. 115)

Date:
(date on which contract is entered into)

Place:
(place where contract is entered into, if it is entered into in the presence of merchant and consumer)

.....
(name of merchant)

.....

.....
(address of merchant)

.....
 (Where applicable, technological address of merchant)

.....
 (Where applicable, merchant's permit number)

.....
 (name of consumer)

.....
 (address of consumer)

- | | |
|---|---------|
| 1. Net capital | \$..... |
| 2. Interest | \$..... |
| 3. Other components of credit charges | \$..... |
| 4. Total of credit charges for the term of the loan | \$..... |
| 5. Total obligation of consumer | \$..... |
| 6. Credit rate | =====% |

(Where the capital is paid in a number of advance payments, the amount and date of any advance payment made or to be made to the consumer or how that amount and the date are determined:

.....)

The term of this contract is

Date on which credit charges begin to accrue (or how that date is determined):

.....

The total obligation of the consumer is payable at (*address*) in (*number*) deferred payments of \$..... on (*number*) day of each consecutive month as of (*due date of the first payment*) and a final payment of \$..... on(*due date of the last payment*)

(Where applicable, mention the nature of any optional contracts, the charge for such contracts or how it is determined and that the consumer has a right of resiliation with respect to such contracts.)

(Where applicable, mention the existence and the subject matter of any security given by the consumer to guarantee the performance of the consumer's obligations.)

The merchant performs the merchant's principal obligation when entering into this contract.

Yes

No

if "no",

on

(*date of the performance of the merchant's principal obligation*)

61.0.8. The contract for the loan of money must include, at the very beginning, any of the boxes providing the following information, as the case may be:

INFORMATION BOX — CONTRACT FOR THE LOAN OF MONEY

Net capital paid in one instalment

(Consumer Protection Act, section 115)

Net capital	<i>Indicate the net capital of the loan.</i>
Credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act.</i>
Term of contract	<i>Indicate the term of the contract.</i>
Date on which credit charges begin to accrue or how that date is determined	<i>Indicate the date on which credit charges begin to accrue or how that date is determined.</i>
Payments	<i>Indicate the amount, frequency and date of the payments (or the day on which they are payable).</i>

INFORMATION BOX — CONTRACT FOR THE LOAN OF MONEY AT A VARIABLE RATE

Net capital paid in one instalment

(Consumer Protection Act, section 115)

Net capital	<i>Indicate the net capital of the loan.</i>
Initial credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act applicable on the date of the contract and the fact that it is variable during the contract.</i>
Term of the contract determined according to the initial credit rate	<i>Indicate the term of the contract according to the initial credit rate.</i>
Date on which credit charges begin to accrue or how that date is determined	<i>Indicate the date on which credit charges begin to accrue or how that date is determined.</i>
Payments determined according to the initial credit rate	<i>Indicate, according to the initial credit rate, the amount and the frequency of the payments, and the date of the payments (or the day on which they are payable).</i>

INFORMATION BOX — CONTRACT FOR THE LOAN OF MONEY

Net capital paid in a number of advance payments

(Consumer Protection Act, section 115)

Net capital	<i>Indicate the net capital of the loan.</i>
Credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act.</i>
Term of contract	<i>Indicate the term of the contract.</i>
Amount and date advance payments on net capital or how they are determined	<i>Indicate the amount and date of the advance payments on the net capital of the loan or how they are determined.</i>
Date on which credit charges begin to accrue or how that date is determined	<i>Indicate the date on which credit charges begin to accrue or how that date is determined.</i>
Payments	<i>Indicate the amount, frequency and date of the payments (or the day on which they are payable).</i>

INFORMATION BOX — CONTRACT FOR THE LOAN OF MONEY AT A VARIABLE RATE

Net capital paid in a number of advance payments

(Consumer Protection Act, section 115)

Net capital	<i>Indicate the net capital of the loan.</i>
Initial credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act applicable on the date of the contract, and the fact that it is variable during the contract.</i>
Term of the contract established according to the initial credit rate	<i>Indicate the term of the contract according to the initial credit rate.</i>
Amount and date of advance payments on the net capital or how the amount and date are determined	<i>Indicate the amount and date of the advance payments on the net capital of the loan or how the amount and date are determined.</i>
Date on which credit charges begin to accrue or how that date is determined	<i>Indicate the date on which credit charges begin to accrue or how that date is determined.</i>
Payments established according to the initial credit rate	<i>Indicate, according to the initial credit rate, the amount and frequency of the payments, and the date of the payments (or the day on which they are payable).</i>

The box provided for in the first paragraph may be given to the consumer in a separate document provided no later than with the contract. The merchant is then exempt from the obligation of providing it at the very beginning of the contract.

DIVISION II.3**CREDIT CARD APPLICATION FORM**

61.0.9. The credit card application form must include, at the very beginning, any of the boxes providing the following information, as the case may be:

INFORMATION BOX — CREDIT CARD APPLICATION FORM

(Consumer Protection Act, section 119.1)

Credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act.</i>
Grace period	<i>Indicate the period given to pay outstanding amounts without having to pay credit charges, except as regards money advances.</i>
Other charges	<i>Indicate the other charges likely to be required, in accordance with section 72 of the Consumer Protection Act or as charges other than credit charges.</i>

INFORMATION BOX — APPLICATION FORM FOR A CREDIT CARD AT
A VARIABLE RATE

(Consumer Protection Act, section 119.1)

Initial credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act applicable on the date of the contract and the fact that the rate is variable during the contract.</i>
Grace period	<i>Indicate the period given to pay outstanding amounts without having to pay credit charges, except as regards money advances.</i>
Other charges	<i>Indicate the other charges likely to be required in accordance with section 72 of the Consumer Protection Act or as charges other than credit charges.</i>

The box provided for in the first paragraph may be given to the consumer in a separate document provided no later than with the credit card application form. The merchant is then exempt from the obligation of providing it at the very beginning of the form.

DIVISION II.4

OPEN CREDIT CONTRACT

61.0.10. The open credit contract must comply with the following standard contract and provide as many lines as necessary to meet all the requirements:

OPEN CREDIT CONTRACT *(where applicable, add HIGH-COST at the beginning)*

(CONSUMER PROTECTION ACT, S. 125)

Date:
(date on which contract is entered into)

Place:
(place where contract is entered into, if it is entered into in the presence of merchant and consumer)

.....
(name of merchant)

.....

.....
(address of merchant)

.....
(technological address of merchant)

.....
(Where applicable, the merchant's permit number)

.....
(name of consumer)

.....

.....
(address of consumer)

61.0.11. An open credit contract other than the contract entered into for using a credit card must include, at the very beginning, any of the boxes providing the following information, as the case may be:

INFORMATION BOX — OPEN CREDIT CONTRACT OTHER THAN FOR THE USE OF A CREDIT CARD

(Consumer Protection Act, section 125)

Credit limit granted	<i>Indicate the amount of the credit limit granted.</i>
Credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act.</i>
Minimum periodic payment	<i>Indicate the amount of the minimum periodic payment or the method of calculating that payment for each period.</i>
Other charges	<i>Indicate the other charges likely to be required in accordance with section 72 of the Consumer Protection Act or as charges other than credit charges.</i>

INFORMATION BOX — VARIABLE RATE OPEN CREDIT CONTRACT,
OTHER THAN FOR USING A CREDIT CARD

(Consumer Protection Act, section 125)

Credit limit granted	<i>Indicate the amount of the credit limit granted.</i>
Initial credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act applicable on the date of the contract, and the fact that it is variable during the contract.</i>
Minimum periodic payment	<i>Indicate the amount of the minimum periodic payment or the method of calculating that payment for each period.</i>
Other charges	<i>Indicate the other charges likely to be required in accordance with section 72 of the Consumer Protection Act or as charges other than credit charges.</i>

The box provided for in the first paragraph may be given to the consumer in a separate document provided no later than with the contract. The merchant is then exempt from the obligation of providing it at the very beginning of the contract.

61.0.12. An open credit contract entered into for the use of a credit card must include, at the very beginning, any of the boxes providing the following information, as the case may be:

INFORMATION BOX — OPEN CREDIT CONTRACT FOR USING A CREDIT CARD

(Consumer Protection Act, section 125)

Credit limit granted	<i>Indicate the amount of the credit limit granted.</i>
Credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act.</i>
Grace period	<i>Indicate the period given to pay outstanding amounts without having to pay credit charges, except as regards money advances.</i>
Minimum periodic payment	<i>Indicate the amount of the minimum periodic payment or the method of calculating that payment for each period.</i>
Other charges	<i>Indicate the other charges likely to be required in accordance with section 72 of the Consumer Protection Act or as charges other than credit charges.</i>

INFORMATION BOX — OPEN CREDIT CONTRACT FOR USING A
CREDIT CARD WITH A VARIABLE RATE

(Consumer Protection Act, section 125)

Credit limit granted	<i>Indicate the amount of the credit limit granted.</i>
<i>Initial credit rate</i>	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act applicable on the date of the contract, and the fact that it is variable during the contract.</i>
Grace period	<i>Indicate the period given to pay outstanding amounts without having to pay credit charges, except as regards money advances.</i>
Minimum periodic payment	<i>Indicate the amount of the minimum periodic payment or the method of calculating that payment for each period.</i>
Other charges	<i>Indicate the other charges likely to be required in accordance with section 72 of the Consumer Protection Act or as charges other than credit charges.</i>

The box provided for in the first paragraph may be given to the consumer in a separate document provided no later than with the contract. The merchant is then exempt from the obligation of providing it at the very beginning of the contract.

DIVISION II.5
INSTALMENT SALE CONTRACT

61.0.13. An instalment sale contract must comply with the following standard contract and provided as many lines as necessary to meet all the requirements:

INSTALMENT SALE CONTRACT (*where applicable, add HIGH-COST at the beginning*)

(*CONSUMER PROTECTION ACT, S. 134*)

Date:

(*date on which contract is entered into*)

Place:

(*place where contract is entered into, if it is entered into in the presence of merchant and consumer*)

.....

(*name of merchant*)

.....

.....

(*address of merchant*)

.....

(*technological address of merchant*)

.....

(*Where applicable, the merchant's permit number*)

.....

(*name of consumer*)

.....

.....

(*address of consumer*)

Description of the goods that are the subject matter of the contract

.....

- | | | |
|----|--|---------|
| 1. | (a) Cash sale price of the goods | \$..... |
| | (b) Installation, delivery and other costs | \$..... |
| 2. | (a) Total cash price | \$===== |
| | (b) Cash payment | \$..... |
| | (c) Value of any goods given in exchange | \$..... |
| 3. | (a) Balance — Net capital | \$===== |
| | (b) Interest | \$..... |
| | (c) Other components of the credit charges | \$..... |
| 4. | Total of the credit charges for the term of the contract | \$===== |
| 5. | Consumer's total obligation | \$===== |
| | Credit rate |% |

The term of this contract is

Date on which credit charges begin to accrue (or how that date is determined):

.....

The consumer's total obligation is payable at (address) in deferred payments of \$..... on day (number) of each consecutive month as of..... (due date of the first payment) and a final payment of \$..... on(due date of the last payment).

(Where applicable, mention the nature of any optional contracts, the charge for such contracts, or how it is determined and that the consumer has a right of rescission with respect to such contracts.)

(Where applicable, mention the existence and the subject matter of any security given by the consumer to guarantee the performance of the consumer's obligations.)

The merchant performs the merchant's principal obligation when entering into this contract.

- Yes
 No

if "no",

on

(date of the performance of the merchant's principal obligation)

The goods will be delivered on

.....

The merchant remains the owner of the goods sold and the transfer of the right of ownership does not take place when the contract is entered into, but will take place only (describe the time and terms of the transfer of ownership).

61.0.14. An instalment sale contract must include, at the very beginning, any of the boxes providing the following information, as the case may be:

INFORMATION BOX — INSTALMENT SALE CONTRACT

(Consumer Protection Act, section 134)

Net capital	<i>Indicate the net capital of the instalment sale contract.</i>
Credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act.</i>
Term of contract	<i>Indicate the term of the contract, and the fact that the consumer may, without charges or penalties, prepay all or part of the outstanding balance.</i>
Date of delivery of the goods	<i>Indicate the date on which the goods must be delivered to the consumer.</i>
Date on which credit charges begin to accrue or how that date is determined	<i>Indicate the date on which credit charges begin to accrue or how that date is determined. Indicate that if the goods are delivered more than 7 days after the contract is entered into, credit charges may not accrue before the delivery date.</i>
Payments	<i>Indicate the amount, frequency and date of the payments (or the day on which they are payable).</i>

Cancellation period	<i>Indicate the consumer's cancellation period, of 2 or 10 days, as the case may be, except where the contract concerns a new road vehicle that the consumer has received.</i>
---------------------	--

INFORMATION BOX — VARIABLE RATE INSTALMENT SALE
CONTRACT

(Consumer Protection Act, section 134)

Net capital	<i>Indicate the net capital of the instalment sale contract.</i>
Initial credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act applicable on the date of the contract, and the fact that it is variable during the contract.</i>
Term of the contract established according to the initial credit rate	<i>Indicate the term of the contract, according to the initial credit rate, and the fact that the consumer may, without charges or penalties, prepay all or part of the outstanding balance.</i>
Date of delivery of the goods	<i>Indicate the date on which the goods must be delivered to the consumer.</i>
Date on which credit charges begin to accrue or how that date is determined	<i>Indicate the date on which credit charges begin to accrue or how that date is determined. Indicate that if the goods are delivered more than 7 days after the contract is entered into, credit charges may not accrue before the date of delivery.</i>
Payments	<i>Indicate the amount, frequency and date of the payments (or the day on which they are payable).</i>

Cancellation period	<i>Indicate the consumer's cancellation period, of 2 or 10 days, as the case may be, except where the contract concerns a new road vehicle that the consumer has received.</i>
---------------------	--

The box provided for in the first paragraph may be given to the consumer in a separate document provided no later than with the contract. The merchant is then exempt from the obligation of providing it at the very beginning of the contract.

DIVISION II.6

CONTRACT INVOLVING CREDIT OTHER THAN AN INSTALMENT SALE CONTRACT

61.0.15. A contract involving credit other than an instalment sale contract must comply with the following standard contract and provide as many lines as necessary to meet all the requirements:

CONTRACT INVOLVING CREDIT OTHER THAN AN INSTALMENT CONTRACT *(where applicable, add HIGH-COST at the beginning)*

(CONSUMER PROTECTION ACT, S. 150)

Date:

(date on which contract is entered into)

Place:

(place where contract is entered into, if it is entered into in the presence of merchant and consumer)

.....

(name of merchant)

.....

.....

(address of merchant)

.....

(technological address of merchant)

.....
 (name of consumer)

.....
 (address of consumer)

.....
 (Where applicable, the merchant's permit number)

Description of the object of the contract

.....

- | | | |
|----|--|---------|
| 1. | (a) Cash sale price of the goods or service \$..... | |
| | (b) Installation, delivery and other costs | \$..... |
| 2. | (a) Total cash price | \$===== |
| | (b) Cash payment | \$..... |
| 3. | (a) Balance — Net capital | \$===== |
| | (b) Interest | \$..... |
| | (c) Other components of the credit charges | \$..... |
| 4. | Total of credit charges for the term of the contract | \$===== |
| 5. | Consumer's total obligation | \$===== |
| | Credit rate |% |

The term of this contract is

Date on which the credit charges begin to accrue (or how that date is determined):

.....

The consumer's total obligation is payable at (address) in deferred payments of \$..... on day (number) of each consecutive month as of (due date of the first payment) and a final payment of \$.....(due date of the last payment).

(Where applicable, mention the nature of any optional contracts, the charge for such contracts, or how it is determined and that the consumer has a right of rescission with respect to such contracts.)

(Where applicable, mention the existence and the subject matter of any security given by the consumer to guarantee the performance of the consumer's obligations.)

The merchant performs the merchant's principal obligation when entering into this contract.

- Yes
- No

if "no",

on

(date of the performance of the merchant's principal obligation)

61.0.16. A contract involving credit other than an instalment sale contract must include, at the very beginning, any of the boxes providing the following information, as the case may be:

INFORMATION BOX — CONTRACT INVOLVING CREDIT OTHER THAN
AN INSTALMENT SALE CONTRACT

(Consumer Protection Act, section 150)

Net capital	<i>Indicate the net capital of a contract involving credit.</i>
Credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act.</i>
Term of contract	<i>Indicate the term of the contract, and the fact that the consumer may, without charges or penalties, prepay all or part of the outstanding balance.</i>
Date of delivery of the goods or performance of the service	<i>Indicate the date on which the goods must be delivered to the consumer or the date on which the service must be performed.</i>
Date on which credit charges begin to accrue or how that date is determined	<i>Indicate the date on which credit charges begin to accrue or how that date is determined. Indicate that if the goods are delivered more than 7 days after the contract is entered into, credit charges may not accrue before the date of delivery.</i>
Payments	<i>Indicate the amount, frequency and date of the payments (or the day on which they are payable).</i>

Cancellation period	<i>Indicate the consumer's cancellation period, of 2 or 10 days, as the case may be, except where the contract concerns a new road vehicle that the consumer has received.</i>
---------------------	--

INFORMATION BOX — VARIABLE RATE CONTRACT INVOLVING
CREDIT OTHER THAN AN INSTALMENT SALE CONTRACT

(Consumer Protection Act, section 150)

Net capital	<i>Indicate the net capital of the contract involving credit.</i>
Initial credit rate	<i>Indicate the credit rate calculated in accordance with the Consumer Protection Act applicable on the date of the contract, and the fact that it is variable during the contract.</i>
Term of the contract established according to the initial credit rate	<i>Indicate the term of the contract, according to the initial credit rate, and the fact that the consumer may, without charges or penalties, prepay all or part of the outstanding balance.</i>
Date of delivery of the goods or performance of the service	<i>Indicate the date on which the goods must be delivered to the consumer or the date on which the service must be performed.</i>
Date on which credit charges begin to accrue or how that date is determined	<i>Indicate the date on which credit charges begin to accrue or how that date is determined. Indicate that if the merchant's principal obligation is performed more than 7 days after the contract is entered into, credit charges may not accrue before the delivery date.</i>

Payments	<i>Indicate the amount, frequency and date of the payments (or the day on which they are payable).</i>
Cancellation period	<i>Indicate the consumer's cancellation period, of 2 or 10 days, as the case may be, except where the contract concerns a new road vehicle that the consumer has received.</i>

The box provided for in the first paragraph may be given to the consumer in a separate document provided no later than with the contract. The merchant is then exempt from the obligation of providing it at the very beginning of the contract.”.

37. Section 61.1 is amended

(1) by replacing the first paragraph by the following:

“In accordance with section 100.1 of the Act, credit contracts that provide for a variable credit rate are exempt from the application of the Act mentioned in that section, provided that they

(a) include, depending on the nature of the contract, the information prescribed by section 115, 125, 134 or 150 of the Act;

(b) stipulate, except in the case of an open credit contract, equal deferred payments, except the final payment which may be less, by reserving the possibility that the amount of the payments and the number of payments be adjusted based on the variations of the credit rate.”;

(2) by replacing “For the application of section 52” in the second paragraph by “For the application of section 52 or 59, as the case may be,”.

38. Section 68 is amended by replacing “a to f of the second” in paragraph b by “a to d, f and h of the first”.

39. Section 69 is amended by replacing “mailed” and “mailing” in the first paragraph of the compulsory clause by “sent” and “sending”, respectively.

40. The following is inserted after section 69:

69.0.1. For the purposes of the third paragraph of section 127 of the Act, the statement of account must be actually available for a period of 2 years from the date on which the consumer receives at the consumer’s technological address a notice according to which the statement of account is available on the merchant’s website.

DIVISION V**FORFEITURE OF BENEFIT OF THE TERM AND REPOSSESSION**

69.0.2. Where the merchant wishes to avail himself of a clause of forfeiture of benefit of the term, the notice to the consumer must comply with the following standard notice and provide as many lines as necessary to meet all the requirements:

(CONSUMER PROTECTION ACT, S. 105)

NOTICE OF FORFEITURE OF BENEFIT OF THE TERM

Date:

(date on which notice is sent or given)

.....

(name of merchant)

.....

(telephone number of merchant)

.....

(address of merchant)

hereinafter called the merchant gives notice to:

.....

(name of consumer)

.....

.....

(address of consumer)

hereinafter called the consumer,

that the consumer has failed to fulfil the obligation in accordance with the contract

(No.)

(contract number, if any)

entered into by them

(place where contract was entered into)

on

(date on which contract was entered into)

And that the following payment or payments are due:

\$....., on

(amount of payment) (due date)

\$....., on

(amount of payment) (due date)

for a total of \$..... at this date.

(amount due)

(or

description of another type of default, such as failure to insure goods as provided for in the contract, to the extent that that requirement is allowed under the Act)

Consequently, if the consumer does not remedy the default by paying the amount due (or other remedy, if applicable) within 30 days of receiving this notice, the balance of the obligation, in the amount of \$....., shall become payable at that time.

The consumer may, however, apply to the court to change the terms and conditions of payment or, in the case of a contract involving credit, to be authorized to return the goods sold to the merchant.

Such application must be served and filed in the office of the court within 30 days after the consumer receives this notice.

It is in the consumer's interest to examine the contract and, if further information is necessary, to contact the Office de la protection du consommateur.

.....

(name of merchant)

.....

(signature of merchant)

69.0.3. Where the merchant wishes to avail himself of the right of repossession, the notice to the consumer must comply with the following standard notice and provide as many lines as necessary to meet all the requirements:

(CONSUMER PROTECTION ACT, S. 139)

NOTICE OF REPOSSESSION

Date:

(date on which notice is sent or given)

.....

(name of merchant)

.....

(telephone number of merchant)

.....

(address of merchant)

hereinafter called the merchant gives notice to:

.....

(name of consumer)

.....

.....

(address of consumer)

hereinafter called the consumer,

that the consumer has failed to fulfil the obligation in accordance with the contract

(No.) entered into by them at

(contract number, if any) (place where contract was entered into)

on and the following payment or payments are

(date on which contract was entered into)

due:

\$....., on

(amount of payment) (due date)

\$....., on

(amount of payment) (due date)

for a total of \$..... at this date.

(amount due)

(or

description of another type of default, such as failure to insure goods as provided for in the contract, to the extent that that requirement is allowed under the Act)

The consumer may, within 30 days after receiving this notice,

(a) remedy the default by paying the amount due at this date;

(b) return the goods to the merchant.

If the consumer has not remedied the default or has not returned the goods to the merchant at

(address)

within 30 days after receiving this notice, the merchant will exercise the right of repossession by having the goods seized, at the consumer's expense.

If the consumer has already paid one-half of the amount of the total obligation and of the down-payment, the merchant will not be entitled to exercise the right of repossession unless the merchant obtains the permission of the court.

In the case of voluntary return or forced payment of the goods following this notice, the contractual obligation of the consumer is extinguished and the merchant is not bound to return the amount of the payments already received.

It is in the consumer's interest to examine the contract and, if further information is necessary, to contact the Office de la protection du consommateur.

.....

(name of merchant)

.....

(signature of merchant)".

41. The following is inserted after section 69.4:

"69.4.1. A contract of lease with guaranteed residual value must comply with the following standard contract and provide as many lines as necessary to meet all the requirements:

(CONSUMER PROTECTION ACT, S. 150.22)

CONTRACT OF LEASE WITH RESIDUAL VALUE GUARANTEED BY THE CONSUMER

Date:

(date on which contract is entered into)

Place:

(place where contract is entered into, if it is entered into in the presence of merchant and consumer)

.....

(name of merchant)

.....

(address of merchant)

.....

(name of consumer)

4. Instalments

(a) (i) X = \$.....
 (instalment) (number)

(ii) Last instalment \$.....
 (if less than i)

(iii) Total of instalments \$=====

(b) (i) + = \$.....
 (instalment) (taxes) (periodic payment)

(ii) X = \$.....
 (instalment) (number)

(iii) + = \$.....
 (last instalment) (taxes)

(iv) Total of instalments \$=====

5. Amount of instalment obligation

(a) Total of instalments minus those \$.....
 included in the payment on account
 (4 (a) iii - 2 (b) and 2 (c))

(b) Residual value of goods \$.....
 *(wholesale value at the end
 of the leasing period)*

Total \$=====

6. Implied credit charges and rate

(a) Implied credit charges (5 - 3) \$.....

(b) Leasing period months

(c) Implied annual credit rate =====%

7. MAXIMUM OBLIGATION OF THE CONSUMER

(not including applicable taxes and charges relating to the degree of use of the goods

(2 + 5)

\$=====

The obligation of the consumer is payable

at

(address)

The amounts to be paid during the leasing period payable in

..... instalments of on the

(number)

(amount)

..... day of each consecutive from

(period)

..... and a final instalment of \$.....

(date of delivery of goods) (amount)

on

(date)

The consumer shall defray the residual value if the consumer acquires the goods during the leasing period. If the consumer elects not to exercise this option, the consumer guarantees that the merchant will obtain from alienation of the goods by onerous title within a reasonable time of their return a value equal to or greater than the residual value and that, if the merchant fails to obtain at least such value, the consumer will assume the difference up to 20% of the residual value.

The consumer shall give to the merchant as acknowledgement of or security for the consumer's obligation the following object or document:

.....

(description)

The merchant shall deliver the goods being the subject of this contract on the making of the contract (either box must be checked)

Yes

No

If "no", on

(date of delivery of goods)".

42. The following is inserted after section 69.5:

“69.5.1. Where the merchant must offer the goods to the consumer under section 150.30 of the Act, the notice to the consumer must comply with the following standard notice:

(CONSUMER PROTECTION ACT, ART. 150.30)

NOTICE OF RIGHT OF PREEMPTION

Date:

(date on which notice is sent or given)

.....

(name of merchant)

.....

(telephone number of merchant)

.....

(address of merchant)

hereinafter called the merchant, gives notice to

.....

(name of consumer)

.....

.....

(address of consumer)

hereinafter called the consumer,

1 – that the merchant has received from

(name and address)

(hereinafter called the prospective acquirer) an offer to purchase the goods which are the object of the contract of lease with guaranteed residual value

(No.) entered into by the merchant and

(contract number, if any)

the consumer at

(place where contract was entered into)

on

(date on which contract was entered into)

and that this offer to acquire is in the amount of \$..... ,

(amount)

and that this amount is less than the residual value indicated in the contract, namely \$.....;

(amount)

2 – that the consumer may, within 5 days after receipt of this notice,

(a) acquire the goods by paying in cash a price equal to that offered by the prospective acquirer;

(b) present a third person who agrees to pay in cash for the goods a price equal to or greater than that offered by the prospective acquirer.

In the latter case, if the merchant does not agree to sell the goods to the third person presented by the consumer, the consumer is released from his obligation to guarantee the residual value.

If the consumer fails to acquire the goods or to present a third person within 5 days after receipt of this notice, the merchant will sell the goods to the prospective acquirer at the price offered by the acquirer and indicated in paragraph 1.

It is in the consumer's interest to examine the contract and, if further information is necessary, to contact the Office de la protection du consommateur.

.....

(name of merchant)

.....

(signature of merchant)".

43. The following is inserted after section 69.6:

“69.6.1. Where the merchant wishes to prevail himself of a clause of forfeiture of benefit of the term, the notice to the consumer must comply with the following standard notice and provide as many lines as necessary to meet the requirements:

(CONSUMER PROTECTION ACT, S. 150.13)

NOTICE OF FORFEITURE OF BENEFIT OF THE TERM CONCERNING
LONG-TERM LEASE

Date:

(date on which notice is sent or given)

.....

(name of merchant)

.....

(telephone number of merchant)

.....

(address of merchant)

hereinafter called the merchant, gives notice to:

.....

(name of consumer)

.....

.....

(address of consumer)

hereinafter called the consumer,

that the consumer is in default to perform the obligation in accordance with
the contract

(No.) entered into by them

(contract number, if any) (place where contract was entered into)

on and that the following payment or payments are due

(date on which contract was entered into)

\$....., on

(amount of payment) (due date)

\$....., on

(amount of payment) (due date)

for a total of \$..... at this date.

(amount due)

(or

description of another type of default, such as failure to insure goods as
provided for in the contract, to the extent that that requirement is allowed
under the Act)

Consequently, if the consumer does not remedy the default by paying the amount (or other remedy if applicable) due within 30 days of receiving this notice, the total amount of payments due and future instalments, in the amount of \$....., shall become payable at that time.

The consumer may, however, apply to the court to change the terms and conditions of payment or to be authorized to return the goods leased to the merchant. In that case, return of the goods authorized by the court entails the extinguishment of the obligation and the merchant is not required to return the amount of instalments the consumer has received.

Such application must be served and filed in the office of the court within 30 days after the consumer receives this notice.

Furthermore, the consumer may also, without the authorization of the court, return the goods to the merchant and thus rescind his contract. In such case, the merchant is not bound to return the amount of the payments due the merchant has already received, and cannot claim any damages other than those actually resulting, directly and immediately, from the resiliation of the contract.

It is in the consumer's interest to examine the contract and, if further information is necessary, to contact the Office de la protection du consommateur.

.....

(name of merchant)

.....

(signature of merchant)".

44. The following is inserted after section 69.7:

“69.8. Where the merchant wishes to prevail himself of the right to repossession, the notice to the consumer must comply with the following standard notice and provide as many lines as necessary to meet all the requirements:

(CONSUMER PROTECTION ACT, S. 150.14)
 NOTICE OF REPOSSESSION CONCERNING LONG-TERM LEASE

Date:

(DATE ON WHICH NOTICE IS SENT OR GIVEN)

.....

(NAME OF MERCHANT)

.....

(TELEPHONE NUMBER OF MERCHANT)

.....

(ADDRESS OF MERCHANT)

hereinafter called the merchant, gives notice to

.....

(NAME OF CONSUMER)

.....

.....

(ADDRESS OF CONSUMER)

hereinafter called the consumer,

that the consumer is in default to perform the obligation in accordance with
 the contract

(No.) entered into by them at

(CONTRACT NUMBER, IF ANY) (PLACE WHERE CONTRACT WAS ENTERED INTO)

on and that the

(DATE ON WHICH CONTRACT WAS ENTERED INTO)

following payment or payments are due:

\$....., on

(AMOUNT OF PAYMENT) (DUE DATE)

\$....., on

(AMOUNT OF PAYMENT) (DUE DATE)

for a total of \$..... at this date.

(AMOUNT DUE)

(or

description of another type of default, such as failure to insure goods as
 provided for in the contract, to the extent that that requirement is allowed
 under the Act)

The consumer may, within 30 days after receipt of this notice, either

- (a) remedy the default by paying the amount due at this date; or
- (b) return the goods to the merchant.

If the consumer has not remedied the default or returned the goods to the merchant at

(ADDRESS)

within 30 days after receipt of this notice, the merchant will exercise the right of repossession by having the goods seized, at the consumer's expense.

However, if the consumer who is a party to a contract of lease with guaranteed residual value has already paid at least one-half of the maximum obligation, the merchant will not be entitled to exercise the right of repossession unless the merchant obtains the authorization of the court (section 150.32).

In the case of voluntary return or forced repossession of the goods following this notice, the contract is rescinded and the merchant is not bound to return the amount of the payments already received, and cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract (section 150.15).

It is in the consumer's interest to examine the contract and, if further information is necessary, to contact the Office de la protection du consommateur.

.....

(NAME OF MERCHANT)

.....

(SIGNATURE OF MERCHANT)".

45. Section 70 is amended by replacing "a new automobile" by "a new road vehicle".

46. The following is inserted after section 79.6:

"CHAPTER VI.1.1

CONTRACT RELATING TO A LOYALTY PROGRAM

79.6.1. Section 11.2 and Division V.2 of Chapter III of Title I of the Act do not apply to a contract relating to a loyalty program for a single good or service or a set of goods or services determined at the time of entering into a contract relating to a loyalty program.

79.6.2. Section 11.2 and Division V.2 of Chapter III of Title I of the Act does not apply to a contract relating to a loyalty program for only goods or a service the value of which does not exceed \$50.

79.6.3. Section 187.8 of the Act does not apply to the stipulation of a contract relating to a loyalty program that provides for the expiry of exchange units where all of the following conditions are met:

(a) the stipulation provides the expiry in case of inactivity of the consumer, that is, that no exchange unit has been received or exchanged over a given period;

(b) the stipulation provides the expiry in case of inactivity for a period that is not less than 1 year;

(c) the merchant of the loyalty program sends a notice of inactivity to the consumer exclusively on the fact that the inactivity will result in the expiry of the consumer's exchange units and specifying the date of expiry, where applicable;

(d) the notice of inactivity is sent to the consumer at least 30 days, but not more than 60 days before the date of expiry of the exchange units.

79.6.4. The information that the merchant of the loyalty program must give to the consumer in accordance with section 187.7 of the Act is

(a) the conditions that allow receiving exchange units;

(b) the terms applicable to the exchange of exchange units:

(c) the terms applicable to the expiry of exchange units, where applicable; and

(d) the conversion factor used to convert exchange units already received by the consumer into other obligations or payment instruments, where applicable.

79.6.5. A stipulation that has the effect of allowing the expiry of exchange units following a conversion into another obligation or payment instrument is prohibited.

79.6.6. A stipulation that allows the modification of the following elements of an indeterminate-term contract relating to a loyalty program is prohibited:

(a) the number of exchange units received and not used by the consumer;

(b) the conversion factor used to convert the exchange units already received and not used by the consumer.

79.6.7. A stipulation that allows the disproportionate increase of the exchange units required to obtain goods or a service unless that increase is justified by a significant increase in the fair market value is prohibited.

79.6.8. The notice provided for in paragraph *b* of section 187.9 of the Act must be sent to the consumer between the 90th and the 60th day preceding the coming into force of the amendment.

79.6.9. Sections 11.2 and 187.9 of the Act do not apply to a stipulation amending for a temporary period an essential element of a contract related to a loyalty program to the consumer's advantage.

CHAPTER VI.1.2

CONTRACT OF SERVICE INVOLVING SEQUENTIAL PERFORMANCE RELATED TO INSTRUCTION, TRAINING OR ASSISTANCE

79.6.10. The form that the merchant must attach to the duplicate of the contract in accordance with the second paragraph of section 190 of the Act must comply with the following standard form:

(CONSUMER PROTECTION ACT, S. 190)

RESILIATION FORM

TO:

(name of merchant)

.....

.....

(address of merchant)

Date:

(date on which form is sent)

Under section 193 of the Consumer Protection Act, I cancel the contract

(No.)

(contract number, if any)

entered into on

at

(date when contract was entered into)

(place where contract was entered into)

.....

(name of consumer)

.....

(signature of consumer)

.....

.....

(address of consumer)

79.6.11. The form that the merchant must attach to the duplicate of the contract in accordance with the second paragraph of section 199 of the Act must comply with the following standard form:

(CONSUMER PROTECTION ACT, S. 199)

RESILIATION FORM

TO:

(name of merchant)

.....

.....

(address of merchant)

Date:

(date on which form is sent)

Under section 204 of the Consumer Protection Act, I cancel the contract

(No.)

(contract number, if any)

entered into on at

(date on which contract was entered into) (place where contract was entered into)

.....

(name of consumer)

.....

(signature of consumer)

.....

.....

(address of consumer)

79.6.12. The form that the merchant must attach to the duplicate of the contract in accordance with the second paragraph of section 208 of the Act must comply with the following standard form:

(CONSUMER PROTECTION ACT, S. 208)

CANCELLATION FORM

TO:

(name of merchant)

.....

.....

(address of merchant)

Date:

(date on which form is sent)

Under section 209 of the Consumer Protection Act, I cancel the contract

(No.)

(contract number, if any)

entered into on

at

(date on which contract was entered into) (place where contract was entered into)

.....

(name of consumer)

.....

(signature of consumer)

.....

.....

(address of consumer)".

47. The following is inserted after section 79.12:

"CHAPTER VI.3

CONTRACT MADE BY A DEBT SETTLEMENT SERVICE MERCHANT

79.13. A debt settlement service contract which provides the services provided for in paragraph *a* or *b* of section 214.12 of the Act must comply with the following standard contract and provide as many lines as necessary to meet all the requirements:

CONTRACT ENTERED INTO BY A DEBT SETTLEMENT SERVICE
MERCHANT

(CONSUMER PROTECTION ACT, S. 214.16)

Date:

(date on which contract is entered into)

Place:

(place where contract is entered into, if it is entered into in the
presence of merchant and consumer)

.....

(name of merchant)

.....

.....

(address of merchant)

.....

(telephone number of merchant)

.....

(where applicable, technological address of merchant)

.....

(merchant's permit number)

.....

(name of consumer)

.....

.....

(address of consumer)

1. Detailed description of each of the goods and services to be provided under the contract

.....
.....
.....

2. Scheduled dates for the performance of the merchant's obligations.....

.....

3. Charges and fees that the consumer may be required to pay IF ALL the propositions are ACCEPTED by the creditors \$.....

4. List of creditors disclosed by the consumer and the amount and description, including the credit rate, of each of their claims

.....
.....
.....

5. Total amount owed to creditors by the consumer \$.....

6. Proposal the merchant undertakes to make to each of the consumer's creditors, including the terms and conditions of payment proposed for each debt

.....
.....
.....
.....
.....
.....

7. The amount of any payment to be made to the merchant by the consumer for remittance to the creditors, and the frequency and dates of the payments

.....
.....
.....

8. The merchant will receive or attempt to receive amounts from a creditor as consideration for entering into the contract (one of the boxes below must be checked)

- Yes
- No

9. If applicable, a description of the goods received in payment, as a trade-in or no account, their quantity, and the priced agreed on for each of them

.....
.....

10. The term and expiry date of the contract

11. The consumer may resolve the contract at the consumer's sole discretion within 10 days after that on which each of the parties is in possession of a copy of the contract.

79.14. The contract entered into by a debt settlement service merchant must include, as a schedule to the copy of the contract the merchant sends to the consumer and on a separate document, a cancellation form complying with the following standard form:

CANCELLATION FORM

TO BE COMPLETED BY THE MERCHANT

TO:.....

(name of debt settlement service merchant)

.....

.....

(address of debt settlement service merchant)

Telephone number of debt settlement service merchant, where applicable:

(.....)

Technological address of debt settlement service merchant, where applicable:

TO BE COMPLETED BY THE CONSUMER

DATE: (date on which form is sent)

Under section 214.17 of the Consumer Protection Act, I hereby cancel the contract No. (contract number, if any) entered into on (date on which contract is entered into) at:

.....

.....
(address where consumer entered into the contract)

.....
(name of consumer)

.....
(signature of consumer)

79.15. For the purposes of the fifth paragraph of section 214.26 of the Act, the maximum charges and fees that the merchant providing the services referred to in paragraph *a* or *b* of section 214.12 of the Act may collect from a consumer are set by multiplying by a rate each payment made by the merchant to a consumer’s creditor and covered by an agreement in principle accepted by the consumer.

The rate is calculated by multiplying by 15% the amount equal to the reduction of the debt negotiated by the merchant and accepted by the consumer and on which is applied the payment referred to in the first paragraph, and by dividing the product thus obtained by the new debt of the consumer with regard to the creditor, as negotiated by the merchant and accepted by the consumer.

79.16. Sections 6.3, 46, 46.1 and 50 do not apply to a contract entered into by a debt settlement service merchant.”.

48. Section 91.8 is amended by replacing “second” in the first paragraph by “third”.

49. Section 92 is amended by striking out “of road vehicle dealers or an association of road vehicle recyclers” in paragraph *d*.

50. Section 93 is amended

(1) by replacing “6” in the portion before paragraph *a* by “8”;

(2) by inserting the following after paragraph *f*:

“(g) the permit of a merchant who enters into a high-cost credit contract referred to in paragraph *g* of section 321 of the Act ;

(h) the permit of a debt settlement service merchant referred to in paragraph *h* of section 321 of the Act.”.

51. Section 94.03 is amended by replacing subparagraph *c* of the first paragraph by the following:

“(c) an attestation of the municipality according to which each of the new establishments comply with the by-laws relating to uses in force in that municipality;”.

52. The following is inserted after section 94.04:

“**94.05.** In addition to the information and documents referred to in section 94, a person applying for the issue or renewal of a merchant’s permit who enters into a high-cost credit contract must notify the president of the type of credit contract entered into, according to the classes determined in section 66 of the Act.”.

53. Section 94.5 is amended by striking out “subparagraphs *f*, *h* and *j* of the first paragraph of section 94,”.

54. The following is inserted after section 108.1.3:

“**108.1.3.1.** The applicant for a merchant’s permit who enters into a high-cost credit contract must pay the same duties as those set in section 107.

108.1.3.2. For the simultaneous issue of a money lender’s permit and a merchant’s permit who entered into a high-cost credit contract, the duties that the applicant must pay are 150% of the duties indicated in section 107.

108.1.3.3. The security that the applicant for a debt settlement service merchant permit must furnish is \$50,000.

The duties that the applicant must pay are set as follows:

Periods	Duties
Up to 30 April 2019	\$356
From 1 June 2019 to 30 April 2021	\$737
From 1 June 2021 to 30 April 2023	\$1,000
From 1 June 2023 to 30 April 2025	\$1,250
From 1 June 2025	\$1,500".

55. Section 108.1.4 is amended by inserting “, 108.1.3.1, 108.1.3.2, 108.1.3.3” after “108.1.3”.

56. Section 108.2 is amended by replacing “d’émettre” in the first paragraph of the French text by “de délivrer” and by replacing “108.1.3” in the first paragraph by “108.1.3.3”.

57. Section 112.1 is amended in the first paragraph

(1) by striking out “of road vehicle dealers or an association of road vehicle recyclers” in the portion before subparagraph *a*;

(2) by replacing the words “second paragraph of section 323.1” wherever they appear by the words “third paragraph of section 323”;

(3) by replacing “section 122.1” in subparagraph *d* by “section 121 or 122.1”.

58. Section 113 is amended in the first paragraph

(1) by replacing “108.1.3” at the end of subparagraph *b* by “108.1.3.3”;

(2) by replacing “or 120.2” in subparagraphs *c* and *d* by “,120.2 or 120.3”.

59. Section 118 is amended by replacing “108.1.3” at the end of subparagraph *d* of the first paragraph by “108.1.3.3”.

60. Section 120 is amended by replacing “and 120.2” in the portion before paragraph *a* by “to 120.3”.

61. The following is inserted after section 120.2:

“120.3. The security provided for in section 108.1.3.3 is required to guarantee, for the duration of the security, compliance with the Act and fulfilment, by the merchant who furnished a security or by the merchant’s representative, of the obligations arising from contracts entered into within the scope of the operations requiring the security

(a) firstly, to pay administrative expenses and fees of the provisional administrator appointed in accordance with section 214.29 of the Act;

(b) then to indemnify in capital, interest and costs any consumer holding a liquidated debt resulting from non-compliance with the Act or from a contract covered by the security and certified either by a judgment rendered against the merchant, the merchant's representative or the surety, or by an agreement or transaction entered into between the consumer, on the one hand, and the merchant, the merchant's representative, the trustee, the provisional administrator appointed in accordance with section 214.29 of the Act or the surety, on the other hand;

(c) lastly, to recover the fine and costs imposed on the merchant or the merchant's representative under Chapter III of Title IV of the Act.”.

62. Section 121 is amended by replacing “or 120.1” by “, 120.1 or 120.3”.

63. Section 121.1 is amended by replacing “or 120.1” by “, 120.1 or 120.3”.

64. Section 123, as amended by the Regulation to amend the Regulation respecting the application of the Consumer Protection Act, made by Order in Council 1244-2017 dated 13 December 2017, is again amended by replacing “108.1.3” by “108.1.3.3”.

65. Section 127, as amended by the Regulation to amend the Regulation respecting the application of the Consumer Protection Act, made by Order in Council 1244-2017 dated 13 December 2017, is again amended by replacing “108.1.3” by “108.1.3.3”.

66. The heading of Division VI of Chapter VIII is replaced by “EXEMPTION FROM THE RULES RELATING TO CERTAIN AMOUNTS TRANSFERRED TO A TRUST”.

67. Section 146 is amended by replacing “from the trust accounts prescribed in” in the first paragraph by “from the application of”.

68. Section 147 is amended by replacing “other than an itinerant merchant, who wishes to be exempt from the trust account required by section 254 of the Act” by “referred to in section 254 of the Act, but other than an itinerant merchant”.

69. Section 150 is amended by replacing “from the trust account required by” by “from the application of”.

70. Section 152 is amended by replacing “from the trust account required by” by “from the application of”.

71. Section 155 is amended

(1) by replacing “from the trust account required by” in paragraphs *a* and *b* by “from the application of”;

(2) by replacing “from the trust accounts required by” in paragraph *c* by “from the application of”.

72. Section 165.1 is replaced by the following:

“165.1. The duties and charges exigible from the president of the Office de la protection du consommateur are indexed on 1 July of each year on the basis of the rate of variation in the general Consumer Price Index for Canada for the preceding calendar year, as determined by Statistics Canada; the duties and charges thus indexed take effect on that date.

The duties and charges indexed in the prescribed manner are reduced to the nearest dollar where they comprise a fraction of a dollar less than \$0.50; they are increased to the nearest dollar where they comprise a fraction of a dollar equal to or greater than \$0.50.

Each year, the president of the Office de la protection du consommateur publishes the result of the annual indexation in Part 1 of the *Gazette officielle du Québec*.”.

73. The following is inserted after section 168.1:

“168.2. The undertaking made by the trust company in accordance with section 260.9 of the Act must comply with the following standard undertaking:

“(CONSUMER PROTECTION ACT, S. 260.9)

UNDERTAKING BY A TRUST COMPANY

WE, THE UNDERSIGNED, undertake to assume the duties, obligations and responsibilities imposed on a trust company by the Consumer Protection Act with respect to the sums deposited in a reserve account pursuant to the Act by....., merchant.

Undertaking signed at

on

by

(duly authorized person).”.

74. The Regulation is amended by replacing the words “contract extending variable credit”, “contracts extending variable credit” and “variable credit” wherever they appear by “open credit contract”, “open credit contracts” and “open credit”, respectively.

FINAL

75. This Regulation comes into force on 25 July 2019, except

(a) sections 1 to 3, 6, paragraph 2 of section 13, sections 79.6.1 to 79.6.3, introduced by section 46 of this Regulation, sections 48, 49, 57, 66 to 71, 74 and 75, which come into force of the fifteenth day following the date of publication of this Regulation in the *Gazette officielle du Québec*;

- (b) section 51, which comes into force on 29 October 2018;
- (c) section 72, which comes in force on 1 January 2019;
- (d) sections 5, 15, 32, 47 and 50, section 108.1.3.3, introduced by section 54 of this Regulation, sections 55, 56 and 58 to 65, which come into force of 29 January 2019.

103423

Draft Regulation

Education Act
(chapter I-13.3)

Situations that give certain persons the right of free access to educational or learning services

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting situations that give certain persons the right of free access to educational or learning services, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation determines the situations that give a person who is not resident in Québec where the person having parental authority over that person does not ordinarily reside in Québec the right of free access to educational or learning services specified in section 3 of the Education Act.

The draft Regulation has no impact on enterprises, including small and medium-sized businesses.

Further information on the draft Regulation may be obtained by contacting Stéphanie Vachon, Secretary General, Ministère de l'Éducation et de l'Enseignement supérieur, 1035, rue De La Chevrotière, 15^e étage, Québec (Québec) G1R 5A5; telephone: 418 643-3810, extension 3927; email: stephanie.vachon@education.gouv.qc.ca

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Minister of Education, Recreation and Sports, 1035, rue De La Chevrotière, 16^e étage, Québec (Québec) G1R 5A5.

SÉBASTIEN PROULX,
*Minister of Education,
Recreation and Sports*

Regulation respecting situations that give certain persons the right of free access to educational or learning services

Education Act
(chapter I-13.3, ss. 3.1 and 455.0.1)

1. The services referred to in section 3 of the Education Act (chapter I-13.3) are to be provided free to every person who is not resident in Québec where the person having parental authority over that person does not ordinarily reside in Québec, if the person

(1) takes part in a school exchange program that meets the following criteria:

- (a) the maximum duration of the program is 1 year;
- (b) the program is recognized by the receiving school board;
- (c) the program provides, during the school year of the exchange, the participation of the same number of students of the school board and foreign students;
- (d) the program guarantees reciprocity of the conditions for participation;

(2) is a national of a State with which the Gouvernement du Québec has entered into an agreement for the exemption from the financial contribution exigible under section 216 of the Act;

(3) is not of full age and is placed in the territory of a school board under an Act identified in the first paragraph of section 204 of the Act;

(4) is a Canadian citizen or a permanent resident of Canada and the person having custody *de facto* of that person ordinarily resides in Québec;

(5) the person having parental authority is a Canadian citizen or a permanent resident of Canada and the person having custody *de facto* of that person ordinarily resides in Québec; or

(6) the person having parental authority over that person is a diplomatic agent of a foreign government part of a diplomatic mission established in Canada, a representative of a foreign government assigned to an office of that government established in Québec or a consular officer of a foreign government assigned to a consular position established in Québec.

2. This Regulation comes into force on 1 July 2018.

103425

Draft Regulation

An Act respecting occupational health and safety (chapter S-2.1)

Occupational health and safety — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting occupational health and safety, appearing below, may be made by the Commission des normes, de l'équité, de la santé et de la sécurité du travail and submitted to the Government for approval, in accordance with section 224 of the Act respecting occupational health and safety (chapter S-2.1) on the expiry of 45 days following this publication.

The purpose of the draft Regulation is to ensure the health, safety and physical integrity of workers in an establishment. It provides new rules and updated standards in matters of protection and prevention against falls, in particular in relation to the layout of the premises and the use of individual and collective protection measures and equipment.

Study of the matter shows that the amendments have no impact on enterprises, in particular small and medium-sized businesses.

Further information may be obtained by contacting Dorothée Vallée, ing. expert counsellor – construction sector, Commission des normes, de l'équité, de la santé et de la sécurité du travail, 524, rue Bourdages, Québec (Québec) G1K 7E2; telephone: 418 266-4699 extension 2008; fax: 418 266-4698.

Any interested person wishing to comment on the matter is requested to submit written comments within the 45-day period to Claude Sicard, Vice-President for Partnership and Expert Counselling, Commission des normes, de l'équité, de la santé et de la sécurité du travail, 1199, rue De Bleury, 14^e étage, Montréal (Québec) H3B 3J1.

MANUELLE OUDAR,
Chair of the board of directors and Chief Executive Officer of the Commission des normes, de l'équité, de la santé et de la sécurité du travail

Regulation to amend the Regulation respecting occupational health and safety

An Act respecting occupational health and safety (chapter S-2.1, s. 223, 1st par., subpars. 7 to 9, 14, 19 and 42 and 3rd paragraph)

1. The Regulation respecting occupational health and safety (chapter S-2.1, r. 13) is amended in section 1

(1) by inserting the following after the definition of “instructor”:

““lanyard” means a rope or strap fastened at one end to a safety harness and at the other end to an anchorage system or other component of a fall arrest connecting device;

“lifeline” means a synthetic fibre rope, a steel wire rope or a strap attached to an anchorage system and used to guide a rope grab;”;

(2) by inserting the following after the definition of “enclosed area”:

“free fall distance” means the vertical distance measured from the beginning of a fall, from the harness D-ring to which the fall arrest connecting device is attached, to the point where the fall arrest system begins to apply force to stop the fall;”;

2. Section 9 is revoked.

3. Section 10 is amended by replacing “for a worker or for any object shall be protected with a guardrail” by “for an object that may cause injuries shall be protected with a net”.

4. Section 11 is revoked.

5. Section 12 is amended

(1) by replacing “Other guardrails” in the second paragraph by “Temporary guardrails”;

(2) by replacing “0,55 kN” in subparagraph 1 of the first paragraph by “900 N”;

(3) by replacing “1,5 kN per linear metre” in subparagraph 2 of the first paragraph by “450 N”;

(4) by replacing the third and fourth paragraphs by the following:

“In addition, such guardrails shall be provided with

(1) a top rail located between 1 m and 1,2 m from the floor;

(2) at least an intermediate rail fixed at midway between the top rail and the floor. The intermediate rail may be replaced by balusters or panels;

(3) a toeboard at floor level at least 90 mm high.

At locations where there is a concentration of workers and at other locations where the intermediary guardrails may be subject to extraordinary pressures, they shall be reinforced accordingly.”

6. Section 13 is revoked.**7.** Section 14 is amended

(1) by replacing paragraph 4 by the following:

“(4) free from any opening capable of causing an accident, unless they are protected with a guardrail or a cover capable of bearing a load of at least 2,4 kN/m².”;

(2) by adding the following paragraph at the end:

“Where a motorized vehicle is likely to travel on a cover, the cover must have a resistance at least equivalent to 3 times the maximum load that may be imposed by the vehicle.”

8. Section 15 is amended

(1) by replacing paragraph 7 by the following:

“(7) be free from any opening capable of causing an accident, unless they are protected with a guardrail or a cover capable of withstanding a load of at least 2,4 kN/m².”;

(2) by adding the following paragraph at the end:

“Where a motorized vehicle is likely to travel on a cover, the cover must have a resistance at least equivalent to 3 times the maximum load that may be imposed by the vehicle.”

9. Section 22 is amended by replacing subparagraph 3 of the first paragraph by the following:

“(3) be provided with guardrails securely fastened and supported on the open sides, including landings;”

10. The following is inserted after section 22:

“**22.1 Ramp:** A ramp must be provided with a guardrail securely fastened and supported on the open sides where the workers are exposed to a falling hazard of 1,5 m or more.”

11. Section 23 is amended

(1) by replacing subparagraph 7 of the first paragraph by the following:

“(7) be provided with a fall arrestor in compliance with CSA Standard Z259.2.5 Fall Arresters and Vertical Lifelines, or CSA Standard Z259.2.4 Fall Arresters and Vertical Rigid Rails where there is danger of a fall greater than 6 m.”;

(2) by adding the following paragraph at the end:

“Despite subparagraph 7, permanent ladders installed before (*insert the date of coming into force of this Regulation*) may, until they are modified, be provided with crinolines, cages or a fall arrestor in compliance with CAN/CSA Standard Z259.2.1-98 Fall Arresters, Vertical Lifelines and Rails, where there is danger of a fall greater than 6 m.”

12. Section 24 is amended by replacing “permanent” by “fixed”.**13.** Section 31 is amended by replacing paragraph 2 by the following:

“(2) be provided with guardrails on the sides exposed to falls of 1,5 metres or more;”

14. The following is inserted after section 31:

“**31.1. Suspended scaffolding:** Any suspended scaffolding shall be used with a full body harness secured to an anchorage system by a fall arrest connecting device in accordance with section 347. Where the suspended scaffolding is hung from 4 hoisting cables, the anchorage system may be installed on the platform.

The suspended scaffolding shall comply with CAN/CSA Standard Z271 Safety Code for Suspended Platforms and be used in accordance with CAN/CSA Standard Z91 Health and Safety Code for Suspended Equipment Operations. These 2 standards are those applicable on the date of manufacture of the scaffolding.

Where a rope grab fastened to a vertical lifeline is used, it shall have a feature that prevents the sliding of the rope grab along the lifeline should it be grabbed in a panic during a fall.”

15. Section 33 is amended

(1) by replacing subparagraph 4 of the first paragraph by the following:

“(4) be provided with guardrails when the workers are at risk of falling

(a) into a liquid or dangerous substance;

(b) from a height of 1,5 m or more in a well, a basin, a tank, a reservoir, a vat, a container for the storing or mixing of substances, or where the workers are handling a load; or

(c) from a height greater than 3 m in other cases.

Despite subparagraph 4, a guardrail is not required for each of the sides of a scaffold floor located less than 350 mm from a wall or another floor.”;

(2) by replacing the last sentence of the last paragraph by the following:

“In this case, the wearing of a full body harness secured to an anchorage system by a fall arrest connecting device is mandatory for the worker, in accordance with section 347.”

16. The following Division is inserted after section 33:

**“DIVISION III.1
PROTECTION AGAINST FALLS**

33.1. Cases where workers must be protected: Workers shall be protected against falls in the following cases:

(1) if they are at risk of falling more than 3 m unless they are only using a means of access or exit;

(2) if they are at risk of falling

(a) into a liquid or dangerous substance;

(b) on a moving component;

(c) on equipment or material that constitute a danger;

(d) from a height of 1,5 m or more in a well, a basin, a tank, a reservoir, a vat, a container for the storing or mixing of substances, or where the workers are handling a load.

33.2. Safety measures: Where workers must be protected in accordance with section 33.1 and subject to section 33.3, one or several of the following measures shall be taken by the employer to ensure the safety of workers:

(1) change the work position of workers so that they can work on the ground or on another surface from which they are not at risk of falling;

(2) install guardrails or a system which, by limiting the movements of workers, prevent them from being at risk of falling;

(3) use common protective devices and equipment, such as a safety net in accordance with section 354;

(4) ensure that workers wear safety harnesses secured to an anchorage system by a fall arrest connecting device, in accordance with section 347 when they are working. When workers cannot position themselves without the help of their fall arrest connecting device, ensure that they also use a means of positioning, such as a plank on brackets, a positioning tether or strap, a suspension cable or a platform;

(5) use another means that ensures equivalent safety for workers.

33.3. Installation of guardrails: Guardrails must be placed on open sides of a roof or around any area from which workers may fall:

(1) into a liquid or dangerous substance;

(2) a height of 1,5 m or more in a well, a basin, a tank, a reservoir, a vat, a container for the storing or mixing of substances, or where the workers are handling a load; or

(3) a height greater than 3 m in other cases.

Despite the foregoing, the guardrail may be removed during the time of the work if it prevents the carrying out of a task that could not be reasonably performed otherwise. In such a case, workers must wear a safety harness secured to an anchorage system by a fall arrest connecting device, in accordance with section 347. The work area must then be delimited in particular by a continuous barrier or trestles of a minimum height of 0,7 m, located at a distance varying between 0,9 m and 1,2 m from the place where workers are at risk of falling, or by a warning line complying with the requirements of section 354.1, so as to prevent access thereto by persons not working therein.

33.4. Water basins: Sections 33.1 to 33.3 do not apply to water basins used for leisure purposes.

33.5. Warning line instead of a guardrail: Despite section 33.3, during roofing work, a warning line complying with section 354.1 may be installed to replace the use of a guardrail and delimit a work area on a roof with a slope equal to or less than 15° (3/12).

In such a case, another recognized protection mechanism against falls, such as a safety harness secured to an anchorage system by a fall arrest connecting device in accordance with section 347 shall be used outside the area delimited by the warning line.”

17. Section 261 is amended by replacing “that complies with sections 347 and 348” in the last paragraph by “secured by a fall arrest connecting device to an anchorage system in accordance with section 347”.

18. The last paragraph of section 264 is replaced by the following:

“The safety harness shall be secured by a fall arrest connecting device to an anchorage system provided by the device’s manufacturer or, failing that, to an anchorage system complying with sections 349 and 349.1.

The harness shall comply with CAN/CSA Standard Z259.10 Full Body Harnesses and the fall arrest connecting device shall comply with section 348.”

19. Section 268 is revoked.

20. Section 312 is amended

(1) by replacing “each worker entering such an area shall wear a safety harness” in the first paragraph by “every worker shall wear a safety harness secured by a fall arrest connecting device to an anchorage system in accordance with section 347”;

(2) by striking out the last paragraph.

21. The following is inserted after section 323:

“323.1 Barriers, barricades or warning line: Continuous barriers or barricades of a minimum height of 0,7 m or a warning line complying with section 354.1 must be set up on the edge of any escarpment or digging

(a) whose depth is more than 3 m; or

(b) which might constitute a hazard to workers.”

22. Section 324 is revoked.

23. Section 335 is replaced by the following:

“335. Protection of workers in the pit area: A pit shall be clearly visible by surrounding it with at least a non-slip bright-colored strip, at least 30 cm wide.

Movable walkways equipped with guardrails shall be available and easy to put into place for doing work at the end of a vehicle, where the vehicle is shorter than the pit.”

24. The following is inserted after section 335:

“335.1 Access to pits: The work area shall be delimited to prevent access to the pits by persons not working in them by installing a fixed barrier at least 0,7 m in height, at a minimum distance of 1 metre around the pit, or a warning line complying with section 354.1. A sign prohibiting access to all, except for authorized personnel, shall also be posted near the access points.

If it is impossible to install a barrier or a warning line, a guardrail around the pit, a cover or a wire fence whose strength complies with that provided for in subparagraph 4 of the first paragraph of section 14 shall be installed to eliminate the risk of falling.

335.2. Unused pit: Where a pit is no longer in use, it must be surrounded by a guardrail or closed with a cover that can bear a load at least 3 times the maximum load that may be imposed by a vehicle, or be condemned by completely filling it.”

25. Section 338 is amended

(1) by replacing “provided under this Division, as well as subparagraph *c* of subparagraph 2 of the first paragraph of section 300 and section 312 and ensure that the worker, when performing his work, uses such means and equipment” in the first paragraph by “required under this Regulation and ensure that the workers have received the information necessary for using those means and equipment”;

(2) by striking out the last paragraph.

26. Section 339 is amended by replacing “provided in this Division, as well as in subparagraph *c* of subparagraph 2 of the first paragraph of section 300 and section 312” by “required under this Regulation”.

27. Section 346 is revoked.

28. Sections 347 to 349 are replaced by the following:

“**347. Full body harness:** A full body harness shall comply with CAN/CSA Standard Z259.10 Full Body Harnesses and be secured by a fall arrest connecting device to an anchorage system, in accordance with sections 348 to 349.1. Such assembly shall limit the maximum fall arrest force to 6 kN or the free fall distance to 1,8 m.

348. Fall arrest connecting device: A fall arrest connecting device shall be composed of one or more of the following equipment, including at least the equipment provided for in paragraph 1 or 2:

(1) a shock absorber and a lanyard complying with CAN/CSA Standard Z259.11 Shock Absorbers and Lanyards. The lifeline, including the shock absorber, shall have a maximum length of 2 m;

(2) a self retracting lanyard complying with CAN/CSA Standard Z259.2.2 Self-Retracting Devices;

(3) a rope grab complying with CSA Standard Z259.2.5 Fall Arresters and Vertical Lifelines or CSA Standard Z259.2.4 Fall Arresters and Vertical Rigid Rails;

(4) a vertical lifeline complying with CSA Standard Z259.2.5 Fall Arresters and Vertical Lifelines or CSA Standard Z259.2.4 Fall Arresters and Vertical Rigid Rails, which shall never be directly in contact with a sharp edge and shall

(a) be used by one person only;

(b) be less than 90 m in length;

(c) be free of defects, knots and splices, except at the terminations of the lifeline;

(5) a connecting component, such as a spring hook, D-ring or snap hook in compliance with CAN/CSA Standard Z259.12 Connecting Components for Personal Fall Arrest Systems.

349. Securing to an anchorage system: The fall arrest connecting device of a full body harness shall be secured to one of the following anchorage systems:

(1) a single point of anchorage with one of the following characteristics:

(a) have a breaking strength of at least 18 kN;

(b) be designed and installed in accordance with an engineer's plan in compliance with CSA Standard Z259.16 Design of Active Fall-Protection Systems, and

i. have a strength equal to twice the maximum arrest force as certified by an engineer; or

ii. be certified in accordance with EN 795 Personal Protective Equipment against Falls - Anchor devices - published by the European Committee for Standardization or with CAN/CSA Standard Z259.15 Anchorage Connectors;

(2) a flexible continuous anchorage system (horizontal lifeline) with one of the following characteristics:

(a) be in compliance with the following minimum standards:

i. have a steel cable of a minimum diameter of 12 mm slackened to a minimum angle of 1 vertical to 12 horizontal, or 5° from horizontal;

ii. have a maximum distance of 12 m between the end anchors;

iii. have end anchors with a breaking strength of at least 90 kN;

(b) be designed and installed in accordance with an engineer's plan in compliance with CSA Standard Z259.13 Flexible Horizontal Lifeline Systems and CSA Standard Z259.16 Design of Active Fall-Protection Systems;

(3) a rigid continuous anchorage system designed and installed in accordance with an engineer's plan in compliance with CSA Standard Z259.16 Design of Active Fall-Protection Systems.

A flexible continuous anchorage system complying with subparagraph *a* of subparagraph 2 of the first paragraph may not be used by more than 2 workers simultaneously.

An anchorage system having the characteristics described in subparagraphs *b* of subparagraphs 1 and 2 of the first paragraph and an anchorage system referred to in subparagraph 3 of the first paragraph shall, before it is first brought into service, be inspected and tested by an engineer or a qualified person acting under the supervision of an engineer, to ensure that the system is in compliance with the design and installation plans.

349.1. Anchorage system: An anchorage system

(1) cannot be used by more than 1 person at a time, except in the case of a continuous anchorage system, such as a horizontal lifeline, or a rigid anchorage system, such as a rail;

(2) must be designed so that the D-ring of the suspension point of a worker's safety harness cannot be moved horizontally by more than 3 m or an angle of 22°; and

(3) must be designed so that properly attached personal protective equipment cannot be detached involuntarily.

The structure on which the anchorage system is installed must be able to withstand the effort exerted by the anchorage system in addition to the other efforts that it must ordinarily withstand.”

29. The second paragraph of section 350 is replaced by the following:

“Such a belt shall comply with CAN/CSA Standard Z259.1 Body Belts and Saddles for Work Positioning and Travel Restraint.”

30. Sections 351 to 353 are revoked.

31. Section 354 is amended

(1) by inserting “be installed in accordance with the manufacturer’s instruction manual and ” at the beginning of paragraph 1;

(2) by adding the following paragraph at the end:

“(9) bear an indication of the manufacturer’s name and make, the identification number, the year of manufacture and the minimum resistance.”

32. The following is inserted after section 354:

“**354.1. Characteristics of a warning line:** A warning line must be

(1) continuous and installed on all sides of the work area that it delimits;

(2) placed at a distance of 2 m or more from any place where a worker may fall from a height;

(3) made of a rigid strip, a cable or a chain able to withstand a tractive force of at least 2,22 kN;

(4) equipped with flags made of high-visibility materials and placed at intervals of not more than 2 m;

(5) capable of withstanding a load of 100 N applied horizontally at the line’s highest point or vertically at its midpoint between 2 stanchions;

(6) completed at each access point, storage area or hoisting area by a path formed by 2 parallel lines not exceeding 3 metres in length. In places where the access path starts at a roof edge, a guardrail must be installed on the side of the roof, in compliance with section 33.3, so as to cover the first 3 metres on either side of the access path’s starting point; and

(7) installed so that the line is

(a) located between 0,7 m above the work surface at the line’s lowest point and 1,2 m above that surface at its highest point;

(b) supported by stanchions placed at intervals of not more than 2,5 m; and

(c) attached to each stanchion so that pushing on the line between 2 stanchions does not reduce the height of the line between adjacent stanchions by an equivalent amount.”

33. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

103421

Draft Regulation

Travel Agents Act
(chapter A-10; 2017, chapter 24)

Travel agents — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting travel agents, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The main purpose of the draft Regulation is to complete legislative provisions recently introduced by the Act mainly to modernize rules relating to consumer credit and to regulate debt settlement service contracts, high-cost credit contracts and loyalty programs (2017, chapter 24), assented to on 15 November 2017. In particular it completes the legislative provisions recently adopted with respect to the rules related to the Fonds d’indemnisation des clients des agents de voyages (FICAV). The draft Regulation facilitates access to the FICAV, extends its coverage, increases the sums devoted to its promotion and suspends the collection of contributions.

The draft Regulation strikes out the provision requiring that the president of the Office de la protection du consommateur waits six months before reimbursing customers and increases the ceiling for the total amount of the indemnities that may be paid for a same situation.

The draft Regulation determines the terms and conditions under which a customer of a travel agent may apply to the FICAV for reimbursement and indemnification where, for a reason outside the customer's control, the customer was unable to avail himself or herself of tourism services the customer paid for. The draft Regulation also provides for the reimbursement of incidental expenses, non-pecuniary damages granted by a judgment rendered by a court and tourist services not received following the non-compliant performance of a service.

The draft Regulation increases the amount of the portion of revenue of the FICAV that is to be used for information and educational purposes. The draft Regulation requires that travel agents indicate on receipts given to their customers that they may contact the FICAV where tourist services are not received.

The draft Regulation proposes to interrupt the collection of contributions to the FICAV by travel agents three months after the Regulation is made. The collection could be resumed if the value of the FICAV falls to \$75 million or under and will cease where it again reaches \$125 million.

The draft Regulation lightens certain rules with which travel agents and holders of a restricted outfitter's licence must comply. It sets out rules that apply to holders of a travel agency manager certificate. It exempts certain persons or organizations from the requirement to hold a travel agent licence. Certain proposed measures add an additional burden borne on travel agents while others lighten their burden.

Lastly, the draft Regulation amends certain rules that apply to travel counsellors so that customers may be ensured that they are dealing with a certified counsellor and that the Office may supervise more efficiently compliance with legislative and regulatory provisions related to travel counsellors.

Further information may be obtained by contacting Stéphanie Poulin, Office de la protection du consommateur, Village olympique – 5199, rue Sherbrooke Est, bureau 3671, Montréal (Québec) H1T 3X2; telephone: 514 253-6556, extension 3415; fax: 514 864-2400; email: stephanie.poulin@opc.gouv.qc.ca

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Minister responsible for Consumer Protection and for Housing, 900, place d'Youville, 9^e étage. Québec (Québec) G1R 3P7.

LISE THÉRIAULT,
Minister responsible for Consumer
Protection and for Housing

Regulation to amend the Regulation respecting travel agents

Travel Agents Act
(chapter A-10, ss. 3 and 36; 2017, chapter 24, s. 71)

1. The Regulation respecting travel agents (chapter A-10, r. 1) is amended in section 1.1 by adding the following at the end:

“(h) a person offering tourist guide or local sightseeing tour services of a maximum period of 1 day;

(i) an educational institution or a teacher mandated by the institution if the following conditions are met:

i. the educational institution or teacher organizes a trip of not more than 1 day for students or organizes a trip for them through a travel agent;

ii. the educational institution or teacher receives no form of remuneration for organizing the trip, except the teacher's participation in the trip.

For the purposes of subparagraph *i* of the first paragraph, an educational institution means any institution listed in paragraphs *a* to *g.1* of section 188 of the Consumer Protection Act (chapter P-40.1).”

2. Section 1.2 is amended by adding “They also do not apply to an employee of the holder of a restricted outfitter's licence acting for a travel agent holding a general licence with whom the outfitter entered into an agreement for the sale of packages.” at the end.

3. Section 3 is amended by striking out “establishments of the rugged furnished lodging, hospitality village,” in subparagraph *a* of the first paragraph.

4. Section 4.1 is amended

(1) by replacing “On 1 May 1995 and on 1 May of each subsequent year,” at the beginning of the first paragraph by “On 1 July 2019 and on 1 July of each subsequent year.”;

(2) by inserting “and the indemnity relating to living and accommodation expenses referred to in paragraph *b* of section 43.8 and paragraph *c* of section 43.10” after “and section 31.9” in the first paragraph;

(3) by adding “and indemnity” after “The new duties” in the first paragraph;

(4) by replacing “The duties thus indexed” in the second paragraph by “The duties and indemnity thus indexed”.

5. Section 5 is amended by replacing “once a year on the anniversary date of the licence.” in the second paragraph by “, once a year, not later than 2 months before the anniversary date of the licence.”.

6. Section 6 is amended

(1) by striking out subparagraph *c* of the first paragraph;

(2) by replacing subparagraph *g* of the first paragraph by the following:

“(g) subject to section 11.13, a declaration stating that the person holds, at the time of applying for the issue of the licence, a travel agency manager certificate issued by the president after having passed, within less than 5 years, an examination on the knowledge of the laws and regulations applying to the travel sector and the management of a travel agency.”;

(3) by striking out subparagraph *f* of the second paragraph;

(4) by striking out subparagraph *g* of the second paragraph.

7. Section 8.1 is amended by replacing “Subparagraphs *c* and *g*” in the first paragraph by “Subparagraph *g*”.

8. Section 11.2 is amended

(1) by inserting the following after subparagraph *e* of the first paragraph:

“(f) has sent the information required under section 11.4.”;

(2) by replacing the second paragraph by the following: “The certificate is issued or renewed for a period of 2 years.”;

(3) by adding the following after the second paragraph:

“The president renews the certificate if the conditions set out in subparagraphs *b* to *f* of the first paragraph are met.”.

9. Section 11.4 is replaced by the following:

“**11.4.** The travel counsellor must, when applying for the issue or renewal of the certificate, send to the president, on the form provided by the president, the following information:

(a) the counsellor’s name, domicile address, date of birth, personal and professional telephone numbers and, where applicable, personal and professional technological address and fax number;

(b) the name, address and licence number of the travel agent to whom the counsellor is bound by an exclusive employment or service contract;

(c) a declaration according to which the counsellor has not committed, in the 5 years preceding the application, an offence against the Act or this Regulation;

(d) a declaration according to which the counsellor has not been found guilty, in the 5 years preceding the application, of fraud, forgery or fraudulent operations in contractual or commercial matters;

(e) a declaration according to which the counsellor has not made a false or misleading declaration or failed to mention an important fact for obtaining the certificate.”.

10. Section 11.5 is replaced by the following:

“**11.5.** The duties for the issue and renewal of the certificate are set at \$116 and \$58, respectively.”.

11. Section 11.7 is amended

(1) by replacing “or cancel” in the portion preceding paragraph *a* by “, cancel or refuse to issue or to renew”;

(2) by adding the following paragraph at the end:

“The president may also suspend, cancel or refuse to issue or to renew a certificate if the president has reasonable grounds to believe that the suspension, cancellation or refusal is necessary to ensure, in the public interest, that the operations proper to a travel agent will be performed with honesty and competence.”.

12. Section 11.8 is amended by replacing “reconduire” in the French text by “renouveler”.

13. Section 11.9 is replaced by the following:

“**11.9.** Where the travel counsellor no longer has an employment relationship or an exclusive service contract with the travel agent, the counsellor’s certificate is suspended until a new employment relationship is established or a new exclusive service contract is entered into with a travel agent.

After a maximum period of 2 years following the suspension and in the absence of a new employment relationship or a new exclusive service contract with a travel agent, the certificate ceases to have effect.

During the suspension period, the counsellor must deal with the formalities related to the renewal of the counsellor’s certificate.”.

14. The following is inserted after section 11.10:

**“DIVISION IV.3
TRAVEL AGENCY MANAGER**

11.11. Sections 11.2 to 11.8 apply, with the necessary modifications, to the applicant for and the holder of a travel agency manager certificate.

11.12. On payment of the duties required under section 11.5, the holder of a travel agency manager certificate also holds a travel counsellor certificate.

11.13. Where the employment relationship with the travel agent for whom the holder works as manager is broken, the person’s manager certificate is suspended. The person may again hold a manager certificate without having again passed the examination provided that the person is again appointed manager within 2 years following the suspension of the certificate.

After that period and in the absence of a new employment relationship with a travel agent as manager, the certificate ceases to have effect.

During the suspension period, the holder must deal with the formalities related to the renewal of the manager’s certificate.

The first 3 paragraphs also apply, with the necessary modifications, to the holder of a travel agent licence.”

15. The following is inserted after section 12:

“12.1. A travel agent must submit interim financial statements at the request of the president within the period set by the president. The financial statements must include a trust account statement. At the request of the president, the statements must also be accompanied by a review engagement report or any other information or document related to the travel agent operations.”

16. Section 13.1 is amended

(1) by inserting “The list must contain the names of the travel counsellors, their certificate number and the date of expiry of the certificate.” after the first sentence;

(2) by adding the following paragraph at the end:

“Where the employment relationship with any of the travel counsellors is broken or the exclusive service contract that binds the counsellor to the agent is resiliated or terminated, the travel agent must so inform the president within 5 days of the event.”

17. The following is inserted after section 13.1:

“13.1.1. A travel agent may not employ a travel counsellor who does not hold a valid travel counsellor certificate. Nor may the travel agent sign an exclusive service contract with a travel counsellor who does not hold such a certificate.”

18. Section 18 is amended

(1) by inserting “, except if they are collected by an outfitter holding a restricted licence exempt from the obligation imposed in section 33 of the Act under section 29.1” at the end of subparagraph *e* of paragraph 2;

(2) by replacing subparagraph *g* of paragraph 2 by the following:

“(g) the amount and percentage of the contribution to the Fonds d’indemnisation des clients des agents de voyages and a mention and the amount of the credit granted by the fund in accordance with section 39.01, where applicable. If necessary, the number of the exemption certificate issued under section 39.1;”;

(3) by inserting the following after subparagraph *h* of paragraph 2:

“(i) the following mention near the information provided for in subparagraph *c*: “Tourist services paid but not received, may be reimbursed by the Fonds d’indemnisation des clients des agents de voyages. It is administered by the Office de la protection du consommateur. It is a financial protection for travelers. For more information: www.ficav.gouv.qc.ca”.

19. Section 22 is amended by inserting “Subject to section 29.1,” at the beginning of the first paragraph.

20. Section 22.01 is amended by inserting “and subject to section 29.1,” after “Despite the first paragraph of section 22”.

21. Section 27.1 is revoked.

22. Section 28 is amended

(1) by replacing subparagraph *a* of the first paragraph by the following:

“(a) to compensate in capital, interest and costs, but excluding punitive damages, any customer in possession of a final judgment rendered other than on acquiescence in the judgment, against the travel agent, his employee or a travel counsellor with whom the travel agent has entered into an exclusive employment or service contract related to the performance of the mandate given to them;”;

(2) by striking out “provided for in Division XII” at the end of the last paragraph.

23. The following is inserted after section 29:

“**29.1.** An outfitter holding a restricted licence who deposits an additional security to the president the amount of which is based on the amount of sales subject to the contribution to the fund appearing in the certificate required under the second paragraph of section 8.1 is exempt from the obligation referred to in section 33 of the Act to transfer funds collected on account of a third person in trust; the amount is set as follows:

AMOUNT OF INDIVIDUAL SECURITY OF EXEMPTED OUTFITTER	
Amount of sales	Security
Up to \$0.5M	\$40,000
Up to \$2M	\$80,000
Up to \$5M	\$120,000
Over \$5M	\$160,000

”.

24. Section 30 is amended

(1) by inserting “or, if the president is in a position to accept it, by a transfer of funds to an account held by the president in a financial institution” at the end of paragraph *b*;

(2) by inserting “or 29.1” at the end of paragraph *c*.

25. Section 31.2 is amended by inserting “or 29.1” at the end of the first paragraph.

26. Section 31.6 is amended by replacing “its anniversary date” at the end of the third paragraph by “the date on which the licence ceases to have effect”.

27. Section 31.8 is amended by inserting “or 29.1” at the end of paragraph 4.

28. Section 33 is amended by replacing “which follow the formation of the mandate” in paragraph 4 by “of the date on which the cause of action arose”.

29. Section 35 is amended by adding “or 29.1” at the end.

30. Section 37 is revoked.

31. Section 38 is revoked.

32. Section 39 is replaced by the following:

“**39.** Subject to section 39.1, the amount of the contribution of customers of travel agents is calculated by multiplying the total cost of the purchased tourist services by a percentage varying according to the surplus accumulated in the Fonds d’indemnisation des clients des agents de voyages as of the preceding 31 March; the percentage is set as follows:

CONTRIBUTION TO THE FUND	
Surplus accumulated in the fund	Percentage of tourist services
Up to \$75M	0.35%
Up to \$100M	0.20%
Over \$100M	0.10%

Where applicable, the change to the percentage applicable to the calculation of the contribution takes effect on 1 January of the year following the submission of the financial statements indicating the surplus accumulated in the fund as of 31 March.

The contribution must be collected by the travel agent dealing directly with the customer.”.

33. The following is inserted after section 39:

“**39.01.** Despite section 39, where the financial statements of the Fonds d’indemnisation des clients des agents de voyages indicate that the surplus accumulated in the fund as of 31 March is equal to or greater than \$125M, the customers of travel agents are credited the amount of the contribution to the fund.

In that case, the travel agent must, on the receipt remitted in accordance with section 18, indicate

(*a*) the amount corresponding to the contribution calculated by multiplying the total cost of the purchased tourist services by 0.10%; and

(*b*) on the subsequent line, after the mention “Credit applicable”, the amount corresponding to a credit of a value equivalent to the amount calculated in accordance with subparagraph *a*.

The terms and conditions take effect on 1 January of the year following the submission of the financial statements of the fund.

The terms and conditions are maintained until the financial statements of the fund indicate a surplus accumulated in the fund as of 31 March is \$75M or less. The obligation to contribute to the fund, in accordance with section 39, resumes on 1 January of the year following the submission of the financial statements of the fund.”

34. Section 39.1 is amended

(1) by replacing “is entitled to the reimbursement of the contribution referred to in section 39” in the portion before subparagraph *a* of the first paragraph by “is exempt from paying the contribution to the fund referred to in section 39 provided that the customer obtains an exemption certificate and provides a copy of the certificate to a travel agent before entering into a tourist service contract”;

(2) by replacing the second paragraph by the following:

“The exemption certificate is issued by the president on written request submitted by the Ministère des Relations internationales for the benefit of the customer.

The customer who prevailed himself of the exemption may not receive an indemnity or reimbursement under sections 43.7 to 43.14.”

35. Section 40 is amended

(1) by replacing the words “within 30 days of” wherever they appear by “not later than the last day of the month following”;

(2) by replacing the third paragraph by the following:

“A licence holder or other officer must, within the period prescribed by the first paragraph, sign and send a report indicating

- (a) the amount of the sales subject to the contribution;
- (b) the total of the contributions collected; and
- (c) the amount remitted.”;

(3) by inserting “the report or” after “who does not remit” in the fourth paragraph;

(4) by inserting the following after the fourth paragraph:

“Where section 39.01 applies, a travel agent is exempt from collecting and remitting the contributions and the report accompanying it to the president.”

36. Section 43 is amended

(1) by striking out the first and second paragraphs;

(2) by replacing “The sums” in the third paragraph by “The sums making up the Fonds d’indemnisation des clients des agents de voyages”.

37. Section 43.2 is amended

(1) by striking out subparagraphs *a*, *b*, *c*, *d* and *g* of the first paragraph;

(2) by replacing “provisional administrator’s fees” at the end of subparagraph *e* of the first paragraph by “the fees of a provisional administrator or a claims manager”;

(3) by striking out the second paragraph.

38. Section 43.3 is amended

(1) by replacing “20% of the surplus accumulated in the fund” by “60% of the surplus accumulated in the fund”;

(2) by replacing “\$5M” by “\$30M”;

(3) by striking out the second sentence.

39. Section 43.4 is revoked.

40. Section 43.5 is revoked.

41. Section 43.6 is amended

(1) by replacing “the lesser of the following sums” by “the higher of the following sums”;

(2) by replacing “under the Act” by “under the Acts under the supervision of the Office de la protection du consommateur”.

42. The following sections are inserted after section 43.6:

“**43.7.** In the case provided for in paragraph *a* of section 30.4 of the Act, the president reimburses to the customer

(a) the sums paid by the customer to the travel agent for the service that was not performed by the supplier in default; and

(b) where applicable, the sums paid by the customer to the travel agent for a tourist service, other than the service referred to in paragraph *a*, of which the customer could not benefit owing to the default of the supplier. If the customer has partially benefited from a tourist service, the reimbursement of the service is proportionate to the unused service.

43.8. In the case provided for in paragraph *b* of section 30.4 of the Act, the president may reimburse to the customer

(a) the reasonable costs paid to replace the tourist benefit not performed owing to the default of the supplier;

(b) the other reasonable costs paid owing to the default of the supplier, such as

i. living and accommodation expenses up to a maximum amount of \$200 per day per person;

ii. where applicable, the costs paid to ensure a departure or repatriation required under the circumstances.

43.9. Cases in which a customer may not prevail himself of tourist services the customer has paid due to the following reasons constitute a reason outside the customer's control for the purposes of section 30.5 of the Act:

(a) a non-compliant performance of a tourist service that deprives the customer from benefiting from the performance of another tourist service paid to the travel agent;

(b) the dissemination, after the purchase of a tourist service, of an official warning from a Canadian public authority to avoid all travel or avoid non-essential travel to the destination;

(c) the occurrence of an event for which a default of the supplier is foreseeable.

43.10. In the cases provided for in section 30.5 of the Act, the president may reimburse to the customer :

(a) the sums paid by the customer to the travel agent for the service the customer did not benefit from. If the customer has partially benefited from a tourist service, the reimbursement of the service must be proportionate to the unused service;

(b) the reasonable costs paid to replace the tourist benefit the customer did not benefit from;

(c) the other reasonable costs paid owing to the event that prevents the customer from availing himself of other tourist services such as

i. living and accommodation expenses up to a maximum amount of \$200 per day per person;

ii. where applicable, the costs paid to ensure a departure or repatriation required under the circumstances.

43.11. In the cases provided for in paragraphs *a* and *b* of section 30.4 and section 30.5 of the Act, on presentation of proof required to show the eligibility and value of the claim, the president may reimburse to the travel agent the reasonable sums the agent reimbursed to the agent's customer or paid for the benefit of the customer in accordance with sections 43.7, 43.8 and 43.10.

No travel agent may be reimbursed by the fund if otherwise paid or reimbursed.

43.12. In the cases provided for in paragraph *b* of section 30.4 and section 30.5 of the Act, the president, on presentation of proof required to show the value of the tourist benefit and on other conditions determined by the president, may mandate a travel agent or supplier and pay them directly the reasonable costs to ensure the departure or repatriation of a customer required under the circumstances.

43.13. In case of insufficient security, the president pays to the customer the sums required

(a) to compensate in capital, interest and costs of a final judgment, but excluding punitive damages, and any sum greater than \$500 granted to compensate moral damage, in the cases referred to in subparagraph *a* of the first paragraph of section 28;

(b) to reimburse a sum paid to the travel agent for the provision of a service not yet provided in the cases referred to in subparagraph *b* of the first paragraph of section 28.

The president may, instead of reimbursing to the client the sum referred to in subparagraph *b* of the first paragraph, pay the sums required to ensure the departure or repatriation of the customer.

43.14. Where the president receives a claim under section 43.8, 43.10, 43.11 or 43.12, the president assesses the reasonableness of the costs claimed taking into consideration that the claimant or the customer may not benefit from unjustified enrichment and that he must minimize damages.”

43. Section 47 is replaced by the following:

“47. Every person who contravenes any of sections 11.6, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22.1, 34, 35, 39, 39.01 or 40 commits an offence and is liable to the fine under section 40 of the Act.”

44. Section 57 is replaced by the following:

“57. The committee sends to the Minister, not later than 30 June of each year, a report on its activities for the preceding financial year.”

TRANSITIONAL AND FINAL

45. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*, except

(a) section 4 of this Regulation, which comes into force on 1 January 2019;

(b) paragraph 2 of section 8 of this Regulation, and section 10 of this Regulation, which come into force on 1 January 2019;

(c) paragraph 3 of section 18 of this Regulation and section 33 of this Regulation, which come into force on the 1st day of the month following the third month after the coming into force.

46. Sections 43.7 to 43.14, introduced by section 42 of this Regulation, apply where the facts giving rise to indemnification or reimbursement occur after the coming into force of this Regulation. Despite the foregoing, section 43.13 also applies where the facts giving rise to indemnification or reimbursement occurred before the coming into force of this Regulation.

47. Subparagraphs *b, c, d* of section 43.2, struck out by section 37 of this Regulation, continue to apply to the facts giving rise to indemnification and reimbursement that occurred before the coming into force of this Regulation

Erratum

Notice

An Act respecting parental insurance
(chapter A-29.011)

Taxation Act
(chapter I-3)

An Act respecting the Québec Pension Plan
(chapter R-9)

Source deductions tables

Gazette officielle du Québec, Part 2, December 13,
2017, Volume 149, No. 50, page 3815.

On page 3815, “1 January 2017” should read as
“1 January 2018”.

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Abbreviations: **A**: Abrogated, **N**: New, **M**: Modified

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Education Act — Situations that give certain persons the right of free access to educational or learning services (chapter I-13.3)	1728	Draft
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