



Consumer Protection Act Part IV.2

Future Performance Contracts

This publication or any of its contents should not be considered a statement of law. The relevant sections of *The Consumer Protection Act (Part IV.2)* should be consulted for any legal interpretation or application.

The *Future Performance Contract* legislation establishes rules for suppliers and provides some protection for consumers who enter into contracts where the delivery of the goods or services or payment is not completely made when the parties enter into the contract. After reading this tip sheet you will know:

- who is affected by the legislation;
- the information that must be included in the contract;
- how, and under what circumstances, you can cancel your contract;

The tip sheet does not cover all the specific circumstances or unique situations that can arise.

The rules

Who is affected by the legislation?

This legislation applies to residents of Saskatchewan or to people purchasing goods or services from Saskatchewan suppliers. Only goods or services that are bought or

sold primarily for personal, family or household use and have a value of more than \$50 are affected by this legislation.

Some types of suppliers are exempt from the *Future Performance Contracts* legislation. For example, the legislation does not apply to financial services or consumer transactions regulated by a number of other statutes.

Also, **the legislation does not apply** if you are buying accommodation, perishable food products, prepaid purchase cards or from a private individual.

Disclosure requirements

After a supplier and a consumer enter into a future performance contract the supplier must provide a copy of the contract including the following information within 15 days:

- The name of the consumer,
- The supplier's name, address, telephone and fax number, and email address of the supplier,
- A fair and accurate description of the goods or services, including relevant technical specifications,
- An itemized list of the price of the goods or services and any associated and additional costs payable by the consumer, including taxes and shipping charges,
- A description of any additional charges that may apply as a result of completion of the contract, such as customs duties and brokerage fees, whose amounts cannot reasonably be determined by the supplier,

- The total amount that would be payable by the consumer under the contract or, if the goods, services or goods and services that are proposed are supplied during an indefinite period, the amount and frequency of periodic payments required,
- The currency in which the amount owing is payable,
- The terms, conditions and methods of payment,
- The date on which the contract was entered into,
- The date on which the goods or services will be supplied or, will be supplied initially, and the frequency which they will be supplied thereafter,
- The delivery date and delivery arrangements,
- For services, the place where the services will be provided, the person to whom they will be provided and the name of any person who is to provide the services on behalf of a supplier,
- The suppliers cancellation, return, exchange and refund policies, if any,
- A description of any trade-in arrangement and the amount of the trade-in allowance,
- Any other restrictions, limitations and conditions that may apply.

Getting a copy of the contract

Once you have agreed to purchase the good or service, the supplier must provide you with a copy of the contract in writing, or in electronic form, within 15 days after the agreement was entered into.

Cancelling the contract

The legislation allows you to cancel a Future Performance contract up to one year from the date you received the contract if any of the following conditions apply:

1. You may cancel the contract if the copy of the contract you obtain does not contain the required contractual information required by the act and regulations.
2. You may cancel the contract if you do not receive the goods or services within 30 days of the date specified in the contract, or, if the delivery date is not specified, within 30 days from the date the contract is entered into.

However, if the supplier attempts to deliver the goods or services and you refuse to accept them, or if you are notified of delivery and no one is there to receive them, this 30-day cancellation right does not apply.

How to cancel the contract

To cancel the contract you must notify the supplier that you want to terminate the agreement. You can send the notice by personal service, registered mail or any other means set out in the personal services contract. You should be able to prove the date that the cancellation notice was sent. It is important to keep a copy of the notice and any other supporting documentation

relating to your purchase and cancellation.

Getting your money back

If you exercise your right to cancel the contract, the supplier must return the money paid under the contract within 15 days from the date of cancellation. If the supplier refuses to refund the money when given proper notice, and you did not pay by credit card, you may consider taking legal action to recover the debt.

Sometimes the goods purchased are delivered even though the contract has been cancelled. If this happens you must return these goods to the supplier within 15 days from the day you cancelled or the day you received the goods (whichever is later). The supplier is responsible for the reasonable cost of returning the goods.

Keeping records

Make sure you keep a printed copy of any forms or documents that you filled out and any e-mails you sent and received about the goods or services you purchased. You will need these records if there is any dispute about the sale.

NOTE: A good practice for a consumer is to always make payment by credit card if the opportunity to do so is available. Most credit card companies offer a dispute resolution service should problems occur and payment was made by credit card.

For more information

For more information about the *Consumer Protection Act Future Performance Contract* provisions contact:

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