



## Consumer Protection Act Part IV.3

### Personal Development Services 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.3)*** should be consulted for any legal interpretation or application.

The *Personal Development Services Contracts* legislation replaces *The Sale of Training Courses Act* which was repealed and replaced with amendments to *The Consumer Protection Act Part IV.3* on October 15, 2007.

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;

### Who is affected by the legislation?

This legislation applies to residents of Saskatchewan who enter into a personal development services contract. Personal development services include any services relating to health, fitness, dieting or matters of a similar nature; modeling and talent, including photo shoots relating to modeling and talent, or matters of a similar nature;

martial arts, sports, dancing or similar activities; and instruction, training or assistance. Only personal development services where (a) payment is required in advance of those services being provided and (b) the total payment obligation under the contract is more than \$50 are affected by this legislation.

**Also**, the legislation does not apply to a non-profit corporation or a co-operative; a private club that is primarily owned by its members; or funded or run by a charitable or municipal organization or by the government of Saskatchewan or any of its agencies. This legislation does not apply to personal development contracts in existence on or before the day on which this legislation came into force unless the contract is extended or renewed after that date.

### Disclosure requirements

A personal development services contract must be in writing and contain:

- The name of the consumer;
- The name, address, telephone and fax number, and email address of the supplier;
- The name(s) of the person who solicited the consumer, the name(s) of the person who negotiated the contract and the name(s) of the person who concluded the contract with the consumer;
- The address of the facility at which the personal development services will be available;
- The date on which the contract is entered into;
- The commencement date of the contract and the date on which the contract expires;

- An itemized list of personal development services that describes each service;
- The total amount payable by the consumer under the contract, in which currency, if not in Canadian;
- The reduction, if any, in the price payable by the consumer if a personal development is not available on the date specified;
- The terms and methods of payment on account of the contract and consequences of non-payment of any amount owed by the consumer;
- The date on which each personal development service will be available to the consumer;
- If a personal development service is not available at the time the consumer is to make a payment, a statement that the consumer shall make the payment through the trust corporation name in the contract at the address on the contract;

### Your Rights Under *The Consumer Protection Act* The following statement of cancellation rights must appear on the first page of the contract:

You may cancel this contract at any time during the period that ends 7 business days after the later of the day you receive a written copy of the contract and the day all the services are available. You do not need to give the supplier a reason for canceling during this period. In addition, there are other grounds that allow you to cancel this contract.

**NEXT**

You may also have other rights, duties and remedies at law. For more information, you may contact the Consumer Protection Branch, Saskatchewan Justice.

To cancel this contract, you must give notice of cancellation to the supplier, at the address set out in the contract, by personal service, by registered mail or by any other means as set out in the contract. If no address is set out in the contract, use any address of the supplier that is known to you.

If you cancel this contract, the supplier has 15 days to provide a refund to you in accordance with the Act.

If the above statement of cancellation rights does not appear on the first page of the contract, there must be a notice on the first page of the contract, in not less than 12-point bold, indicating where the statement appears.

## Getting a copy of the contract

The supplier must provide the consumer with a copy of the personal development services contract within 15 days by electronic mail, fax, mailing it by registered mail or delivering it to the address provided by the consumer or providing it to the consumer in any other manner that allows the supplier to prove that the consumer received it.

## Term of the Contract

No personal development services contract shall be for a term longer than 2 years.

Any personal development services contract entered into for a term of more than 2 years is void.

A supplier must not require or accept prepayment of fees for any period more than 12 months.

## Renewal or Extension of Contract

A personal development services contract may be renewed or extended beyond the original term of 2 years when the supplier provides a written cancellation notice to the consumer, at least 30 days before the contract expires, but not more than 90 days before that date. Any changes made by the supplier or consumer must be noted at time of renewal.

## Getting your money back

If you exercise your right to cancel the contract, the business must return the money paid under the contract within 15 days from the date of cancellation. The formula for calculating a refund is outlined in regulations and available on our website. If a 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.

## 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.

If you need more copies of this tip sheet, you have permission to photocopy. Please check the Web site or contact our office to make sure you have the most up-to-date copy.

**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 about *The Consumer Protection Act Personal Development Services Contracts* provisions, contact:

**Ministry of Justice and Attorney General  
Consumer Protection Branch  
Suite 500, 1919 Saskatchewan Dr.  
Regina, SK S4P 4H2  
Phone (306) 787-5550  
Toll free: 1-888-374-4636  
(Within Saskatchewan)  
Fax: (306) 787-9779**

Email:

[consumerprotection@justice.gov.sk.ca](mailto:consumerprotection@justice.gov.sk.ca)

<http://www.justice.gov.sk.ca>

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