



Consumer Protection Act Part IV.4

Travel Club 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.4)* should be consulted for any legal interpretation or application.

The *Travel Club Contracts* legislation establishes rules for suppliers and provides some protection for consumers who enter into contracts for goods or services where, through a membership in a travel club or vacation club, acquires the right to discounts or other benefits on the purchase of transportation, accommodation or other services related to travel. 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 businesses. 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.

Term of Contract

No travel club contract shall be made for a term longer than one year. Any travel club contract entered into for a term exceeding one year is void.

Prepayment of Fees

A supplier who agrees to provide any services under a travel club contract **must not require or accept prepayment of fees in an amount greater than \$500.00.**

Disclosure Requirements

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

- The name of the consumer,
- The business name, address, telephone and fax number, and email address of the supplier,
- The names of each person, if any, who solicited the consumer, who negotiated the contract and who concluded the contract with the consumer,
- The date on which, and place where, the contract was entered into,
- The commencement and expiration dates of the contract,
- A fair and accurate description of the consumer's rights to discounts or other benefits on the purchase of transportation, accommodation or other services related to travel,

- An itemized list setting out the payment schedule, including the total amount payable by the consumer,
- The total amount that would be payable by the consumer under the contract,
- If amounts stated on the contract are not expressed in Canadian currency the contract must state the currency the amounts payable are expressed in,
- The terms and method of payment on account and consequences of non-payment of any amount by the consumer;
- A statement advising of the consumers right to cancel contract,
- If the contract provides for the renewal or extension of the contract, a statement describing the requirements for renewal or extension must be included in the contract,
- Any other restrictions, limitations and conditions that may apply.

Your Rights Under The Consumer Protection Act

You may cancel this contract at any time during the period that ends 10 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. You may also have other rights, duties and remedies at law. For more information, you may contact the Consumer Protection Branch, Ministry of Justice and Attorney General.

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 you cancel this contract, the supplier has 15 days to refund any payment you have made.

Getting a copy of the contract

Once you have entered into a travel club contract, the supplier must within 15 days provide you with a copy of the contract in writing by electronic mail, fax, mailing it or delivering it to the address you provided or providing it in any other manner that allows the supplier to prove that you received it.

Renewal or Extension of Contract

A travel club contract may be renewed or extended beyond the original term of 1 year, **but is void**, unless the supplier delivers to the consumer a written notice of renewal or extension at least 30 days before the contract expires, but not more than 90 days before that date. The contract cannot be renewed or extended if you notify the supplier **before the date set out in the notice** that you do not wish to renew or extend the contract.

NOTE: The above does not apply to a travel club contract that provides for successive monthly renewals if you have the option of terminating the contract on one month's notice or less.

Canceling the contract

The legislation allows you to cancel a Travel Club Contract, **without reason**, within 10 days after receiving a written copy of the contract. In addition, you may cancel a contract:

- 1) within 1 year after the date on which you entered into the contract if the contract does not

contain the required information, OR

- 2) if the services, discounts or other benefits to be provided under the travel club contract become unavailable or substantially unavailable as a result of the substantial change in the operation of the travel club or the supplier's discontinuance of operations.

How to cancel the contract

To cancel the contract you must notify the supplier that you want to terminate the agreement. You can cancel the contract by giving notice to the supplier by personal service, registered mail or any other means set out in the travel club 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.

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 Travel Club Contracts* provisions contact:

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