

What Must My Direct Sales Contract Contain?

DIRECT SELLERS ACT

Before a vendor's licence can be issued under the Direct Seller's Act the applicant must submit a contract that meets a number of requirements prescribed by the regulation under the Act. These requirements are outlined below:

Excerpts from the Regulation under the *Direct Sellers Act*:

9(1)A direct sales contract shall contain the following information:

- (a) the purchaser's name and address;
- (b) the name of the direct seller or vendor, the business address, telephone number and, where applicable, the fax number;
- (c) where applicable, the salesman's name, in printed form;
- (d) the date and place the direct sales contract is made;
- (e) a description of the goods or services, or both, sufficient to identify them;
- (f) itemized prices of the goods or services, or both;
- (g) the total amount payable under the direct sales contract;
- (h) the terms of payment;
- (i) in the case of a direct sales contract for the future delivery of goods or the future provision of services, or both,
 - (i) the delivery date for the goods or the commencement date for the provision of services, or both, and
 - (ii) the completion date for the provision of services or the provision of services and goods;
- (j) where credit is extended or arranged by the vendor or a salesman of the vendor,
 - (i) a statement of any security taken to secure payment, and
 - (ii) the cost of credit disclosed in accordance with the *Cost of Credit Disclosure Act*; and
- (k) where goods are taken in trade, a description of the goods and their value.

9(2)The direct sales contract shall include a statement of cancellation rights, in both official languages, that contains the wording set out in Schedule A and that shows

- (a) the heading "BUYER'S RIGHT TO CANCEL" in not less than 12 point bold type,

(b)the statement of ten day cancellation rights in 12 point type, and

(c)the remainder of the statement in not less than 10 point type.

9(3)Where the statement of cancellation rights does not appear on the face of the direct sales contract, there shall be a notice on the face of the direct sales contract, in both official languages, in not less than 12 point bold type, referring to the location of the statement of cancellation rights.



Schedule A

BUYER'S RIGHT TO CANCEL

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of the *contract*. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.



Annexe A

DROIT DE RÉSILIATION DE L'ACHETEUR

Vous pouvez résilier le présent contrat à compter de la date de conclusion du contrat, et ce, pendant une période de 10 jours après la réception d'une copie du contrat. Vous n'avez pas besoin de donner une raison pour résilier le contrat.

Si vous ne recevez pas le bien ou le service au cours des 30 jours qui suivent la date indiquée dans le contrat, vous avez un an, à compter de la date du contrat, pour résilier le contrat. Toutefois, vous perdez ce droit de résiliation si vous acceptez la livraison après la période de 30 jours. Le droit de résiliation peut être prolongé pour d'autres raisons. Pour de plus amples renseignements, communiquez avec votre bureau provincial/territorial de la consommation.

Si vous résiliez le présent contrat, le vendeur doit, dans les 15 jours qui suivent, vous rembourser toute somme que vous lui avez versée et vous remettre tout bien qu'il a pris en échange ou la somme correspondant à la valeur de ce dernier. Vous devez alors retourner le bien acheté.

Pour résilier le présent contrat, il vous suffit de donner un avis de résiliation à l'adresse mentionnée dans ce contrat. L'avis doit être donné par un moyen qui vous permet de prouver que l'avis a réellement été donné, y compris par courrier recommandé, télécopieur ou remise en personne.