



PRINCE EDWARD ISLAND
ÎLE-DU-PRINCE-ÉDOUARD

DIRECT SELLERS ACT DIRECT SALES CONTRACT REGULATIONS

PLEASE NOTE

This document, prepared by the *Legislative Counsel Office*, is an office consolidation of this regulation, current to February 1, 2004. It is intended for information and reference purposes only.

This document is *not* the official version of these regulations. The regulations and the amendments printed in the *Royal Gazette* should be consulted on the Prince Edward Island Government web site to determine the authoritative text of these regulations.

For more information concerning the history of these regulations, please see the *Table of Regulations* on the Prince Edward Island Government web site (www.princeedwardisland.ca).

If you find any errors or omissions in this consolidation, please contact:

Legislative Counsel Office

Tel: (902) 368-4292

Email: legislation@gov.pe.ca



DIRECT SELLERS ACT
Chapter D-11

DIRECT SALES CONTRACT REGULATIONS

Pursuant to section 15 of the *Direct Sellers Act* R.S.P.E.I. 1988, Cap. D-11, Council made the following regulations:

1. Contents of direct sales contract

- (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) the name of the sales person printed or signed in a legible manner to allow the salesperson's name to be determined by the purchaser;
 - (d) the date on which the direct sales contract is signed and the place in which the direct sales contract is made;
 - (e) a detailed description of the goods or services that readily identifies the goods or services sold to the purchaser;
 - (f) a statement of cancellation rights that conforms with the requirements set out in subsection (2);
 - (g) an itemized purchase price for the goods or services;
 - (h) the total amount payable under the direct sales contract;
 - (i) the terms of payment;
 - (j) 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;
 - (k) where credit is extended or arranged by the vendor or a salesperson of the vendor,
 - (i) a statement of any security taken to secure payment, and
 - (ii) the cost of credit, in accordance with the *Consumer Protection Act* R.S.P.E.I. 1988, Cap. C-19;
 - (l) where goods are taken in trade, a description of the goods and their value;
 - (m) the signatures of the purchaser and the direct seller.

Statement of cancellation rights

- (2) The direct sales contract shall include a statement of cancellation rights that contains the wording set out in the Appendix 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 not less than 12 point type; and
 - (c) the remainder of the statement in not less than 10 point type.

Idem

- (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 not less than 12 point bold type, referring to the location of the statement of cancellation rights. (EC84/98)

APPENDIX

The following is to appear in each statement of cancellation rights:

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 this 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.

