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You must send your credit card company a written list containing the following information:

- name of credit card holder;
- card number and expiry date;
- merchant's name;
- transaction date (date contract was concluded);
- amount charged to credit card;
- detailed description of goods or services purchased;
- reason for cancellation;
- date purchase was cancelled and means of transmitting cancellation notice.

The credit card company must send you a notice of cancellation within 30 days of receiving your request.

It must credit your account for the total amount owing, cancel the amounts charged to your credit card for the transaction and any incidental contract, in keeping with the rest of the following deadlines:

- no later than 90 days after receiving the request;
- within a time frame representing the period of two account statements sent to you by the credit card company.

Exceptions under the Regulation

Certain types of distance transactions are not included in the provisions covering remote-parties contracts. They

- contracts concluded at an auction;
- contracts for perishable goods;
- contracts for vending machine purchases;
- contracts related to calls made using public telephones;

- contracts for parking, whose rate is calculated by the minute, hour or day;
- lottery ticket sales;
- contracts governed by the *Act respecting prearranged funeral services and sepultures*.

The following are also exempt from the rules governing remote-parties contracts:

- travel agents who comply with the *Travel Agents Act* and the regulations adopted under it for a trust account are not subject to the rules governing advance payment. Note that all of the other provisions related to remote-parties contracts do apply to travel agents;
- merchants who offer remote-parties contracts for subscriptions to a newspaper, periodical or magazine may collect advance payments by credit card, cheque or other means;
- provisions governing remote-parties contract rescission and, if applicable, chargeback, do not apply to credit contracts, contracts for services performed successively specifically governed by the law, or incidental contracts even if they are concluded at a distance.

The specific rules contained in the Act for drawing up credit contracts, contracts for services performed successively specifically governed by the law, incidental contracts, contracts for long-term goods rental and contracts for the sale or long-term lease of a used car or motorcycle do not apply if these contracts are concluded at a distance.

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Office
de la protection
du consommateur

Québec



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REMOTE-PARTIES CONTRACTS

Purchases made
online, by telephone
or by mail



September 2008

Québec



Under the *Consumer Protection Act*, purchases made by telephone or mail, or online are remote-parties contracts, or contracts *inter absentes*, concluded by a merchant and a consumer who are not in each other's presence and preceded by the merchant's offer to conclude a distance contract.

Distance retail sales allow consumers to access a wide range of products from all over the world. You pay for your purchases after the merchant has given you a detailed description of the products or services you wish to buy.

These rules apply to all purchases made from merchants in Québec, Canada or abroad.

The new rules governing distance transactions came into effect on December 15, 2007.



Merchant's offer

When a merchant offers to sell you goods or services at a distance, the law requires him to provide you with a detailed description of his offer containing the following information:

- the merchant's name and coordinates, including telephone and fax numbers and e-mail address;
- a detailed description of every good or service the merchant is offering for sale;
- the total purchase cost, including the price of the good or service, incidental expenses and taxes;
- a description of additional costs that you may need to pay, i.e. customs fees, brokerage fees, etc.;
- the currency (Euro, US dollar, etc.) used to pay for the transaction;
- if applicable, the delivery date, means, and time lapse, and the carrier's name;
- in-house policies for conditions governing cancellation, merchandise returns, exchanges or refunds.



Consumer's consent

This information must be clearly visible on the merchant's website and in the documentation sent or must be supplied verbally if the transaction is by telephone. The information provided by the merchant must be easy to understand to enable you to accept or refuse the offer before concluding the transaction.

A merchant may collect payment before carrying out his main obligation only if such payment is made by credit card.



Purchase contract

The merchant has 15 days to send you the written contract, which must be presented so that you can keep it and print it. This way, you can check whether the contract's content corresponds to the merchant's offer.



Purchase cancellation (right of rescission)

The law allows you to cancel a purchase if the merchant fails to meet one or more of his obligations:

- the merchant has not met his main obligation to deliver within 30 days of the date indicated in the contract or on another date agreed between you in writing. If no date is indicated in the contract, you may cancel within 30 days of the purchase date;
- the documents are not delivered in time to allow you to use the services or attend an event, in the case of transportation, accommodation and restaurant services, or in the case of events and shows;
- if the merchant sent you the contract but you cannot keep it and print it, the contract may be cancelled within 7 days of receiving it;
- if you have not received a copy of the contract within 15 days of the transaction, the cancellation deadline is within 30 days of the transaction.

The law also allows you to cancel any time before the contract is carried out, if:

- the merchant failed to provide the compulsory information;
- the merchant did not give you an opportunity to accept, refuse or correct your purchase before concluding the contract;
- the merchant did not send you the information indicated in the offer so as to guarantee that you can keep and print it;
- the contract does not meet legal requirements.



Your responsibilities

A merchant is deemed to have carried out his main delivery obligation when delivery was attempted on the date indicated in the contract, on a later date agreed between you in writing, or on the date shown on a notice sent to you within a reasonable time frame, if delivery was not possible due to your actions or your negligence. For example, if the delivery was made and you failed to collect your parcel, causing it to be returned to the merchant.

Remote-parties contract cancellation

To cancel a distance purchase, you must send the merchant a notice of cancellation. The law does not require a specific model of cancellation notice or a particular means of transmitting it. However, the cancellation takes effect the date the notice was sent. Therefore, it is recommended that you keep evidence of the notice's transmission.

The merchant must refund your money within 15 days of the notice transmission date. You must return the goods in the condition you received them within 15 days of sending the notice, or 15 days after delivery, if the goods were delivered after you cancelled the purchase.



New recourse

If the merchant fails to refund the amount of your purchase, along with all of the costs linked to an incidental contract, and if you paid by credit card, the law authorizes you to ask your credit card company for a chargeback, i.e. to credit your account for the amount owed by the merchant, within 60 days of receiving the merchant's refusal to reimburse you.