

CONSUMER PROTECTION ACT

**CONSOLIDATION OF
CONSUMER PROTECTION REGULATIONS**
R.R.N.W.T. 1990,c.C-16

(Current to: November 30, 2012)

AS AMENDED BY NORTHWEST TERRITORIES REGULATIONS:

R-104-92

In force April 1, 1993

R-007-99

In force January 31, 1999

AS AMENDED BY NUNAVUT STATUTES:

S.Nu. 2012,c.11,s.8

s.8 in force June 8, 2012

This consolidation is not an official statement of the law. It is an office consolidation prepared for convenience only. The authoritative text of regulations can be ascertained from the *Revised Regulations of the Northwest Territories, 1990* and the monthly publication of Part II of the *Northwest Territories Gazette* (for regulations made before April 1, 1999) and Part II of the *Nunavut Gazette* (for regulations made on or after April 1, 1999).

A copy of a regulation of Nunavut can be obtained from the Territorial Printer at the address below. The *Nunavut Gazette* and this consolidation are also available online at <http://www.justice.gov.nu.ca/english/legislation.html> but are not official statements of the law.

Any registered regulations not yet published in the *Nunavut Gazette* can be obtained through the Registrar of Regulations at the address below.

Territorial Printer
Legislation Division
Department of Justice
Government of Nunavut
P.O. Box 1000, Station 550
Iqaluit, NU X0A 0H0

Tel.: (867) 975-6305
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GLOSSARY OF TERMS USED IN CONSOLIDATIONS

Miscellaneous

| | |
|------|--|
| c. | means "chapter". |
| CIF | means "comes into force". |
| NIF | means "not in force". |
| s. | means "section" or "sections", "subsection" or "subsections", "paragraph" or "paragraphs". |
| Sch. | means "schedule". |

Citation of Acts

| | |
|-----------------------------|--|
| R.S.N.W.T. 1988,c.D-22 | means Chapter D-22 of the <i>Revised Statutes of the Northwest Territories, 1988</i> . |
| R.S.N.W.T. 1988,c.10(Supp.) | means Chapter 10 of the Supplement to the <i>Revised Statutes of the Northwest Territories, 1988</i> . (Note: The Supplement is in three volumes.) |
| S.N.W.T. 1996,c.26 | means Chapter 26 of the 1996 Annual Volume of the Statutes of the Northwest Territories. |
| S.Nu. 2002,c.14 | means Chapter 14 of the 2002 Annual Volume of the Statutes of Nunavut. |

Citation of Regulations and other Statutory Instruments

| | |
|-----------------------|---|
| R.R.N.W.T. 1990,c.A-1 | means Chapter A-1 of the <i>Revised Regulations of the Northwest Territories, 1990</i> . |
| R-005-98 | means the regulation registered as R-005-98 in 1998. (Note: This is a Northwest Territories regulation if it is made before April 1, 1999, and a Nunavut regulation if it is made on or after April 1, 1999 and before January 1, 2000.) |
| R-012-2003 | means the regulation registered as R-012-2003 in 2003. (Note: This is a Nunavut regulation made on or after January 1, 2000.) |
| SI-005-98 | means the instrument registered as SI-005-98 in 1998. (Note: This is a Northwest Territories statutory instrument if it is made before April 1, 1999, and a Nunavut statutory instrument if it is made on or after April 1, 1999 and before January 1, 2000.) |
| SI-012-2003 | means the instrument registered as SI-012-2003 in 2003. (Note: This is a Nunavut statutory instrument made on or after January 1, 2000.) |

CONSUMER PROTECTION REGULATIONS

Interpretation

1. In these regulations,

"Act" means the *Consumer Protection Act*; (*Loi*)

"amount of credit" means

- (a) the amount stated under paragraph 5(2)(g), 6(2)(g) or 25(3)(d) of the Act, or
- (b) the sum of the amounts stated under paragraphs 13(2)(a) to (d) of the Act;
(*montant de crédit*)

"amount of debt" means the sum of the amount of credit and the cost of borrowing but it does not include any additional charges that may be required to be paid in the event of default; (*montant de la dette*)

"credit agreement" means any writing to which section 5, 6, 13 to 23, 24 or 25 of the Act applies;
(*convention de crédit*)

"payment period" means the fraction of a year that elapses between the dates on which the payments are required in a credit agreement. (*délai de paiement*)

Application of Act

2. The Act does not apply to

- (a) sales of services by public utilities companies other than services supplied in connection with a sale of goods; or
- (b) loans made by a money lender that are repayable
 - (i) on demand,
 - (ii) in amounts that are not fixed, and
 - (iii) on dates that are not fixed,where the cost of borrowing is disclosed as a rate per cent for each year that is applied, not in advance, to the balance outstanding from time to time.

3. Subsection 25(1) of the Act does not apply where a buyer or borrower requests and the credit grantor agrees, to deferment of

- (a) not more than three consecutive payments that are required to be paid monthly or more frequently than monthly, or
- (b) not more than one payment in an agreement where payments are required to be paid less frequently than monthly,

if the total cost of the deferment charged as a rate per cent for each year of the amount of debt outstanding at the commencement of the deferment is calculated for the period of deferment at a rate not in excess of the annual rate of the cost of borrowing stated in the agreement.

4. The Act does not apply to the sale of insurance or securities.

5. Part IX of the Act does not apply to
- (a) persons who for a nominal fee accept payment of accounts on behalf of credit grantors but who do not otherwise negotiate with debtors in respect of the amounts owing;
 - (b) chartered banks; or
 - (c) trustees licensed under the *Bankruptcy and Insolvency Act* (Canada).
S.Nu. 2012,c.11,s.8(3).

Credit Agreements

6. (1) Except in variable credit agreements, the annual percentage rate required to be stated under the Act shall be the annual percentage rate which, when applied in the manner set out in this section, will yield a sum equal to the cost of borrowing.

(2) The annual percentage rate shall not be applied in advance and in calculating the cost of borrowing, it shall be applied to the amount of credit and the balances of the amount of credit outstanding from time to time in the manner prescribed in subsection (3) or (4), assuming that the payments required to be made by the buyer or borrower are made as they become due and are applied first to pay the cost of borrowing calculated for the payment period.

(3) Where a credit agreement provides for payments monthly, the payment period shall be deemed to be 1/12 of a year and the rate that shall be applied monthly under subsection (1) shall be 1/12 of the annual percentage rate.

(4) Where a credit agreement provides for payments more or less frequently than monthly, the rate that shall be applied monthly under subsection (1) shall be the same fraction of the annual percentage rate that the period is of one year.

(5) Notwithstanding subsections (3) and (4), the annual percentage rate stated may be

- (a) a rate which does not vary from the actual percentage rate by more than 1% for each year, or
- (b) the rate which the cost of borrowing bears to an amount of credit that differs from the actual amount of credit by not more than \$5,

if the tolerance is not intentionally used to consistently understate the actual percentage rate.

(6) In addition to the tolerance permitted under subsection (5), where the due date of the first instalment in a credit agreement having a term of six months or more falls not less than 15 and not more than 45 days after the credit is granted, it may be deemed by the credit grantor for the purpose of determining the cost of borrowing at the annual percentage rate that the credit was granted one month before the due date of the first instalment.

(7) Where an interval elapses between the date of the sale and the date from which the cost of borrowing is computed, the rate per cent for each year shall be applied to the amount of credit and the balance of the amount of credit outstanding from time to time from the date on which the cost of borrowing is said to be applied.

7. (1) The annual percentage rate or scale of annual percentage rates required to be stated in variable credit agreements shall be the annual percentage rate or scale of annual percentage rates, which when applied, not in advance, to the balance outstanding in a manner prescribed in subsection (2) or (3), will yield a sum equal to the cost of borrowing.

(2) Where a credit agreement provides for payments monthly, the payment period shall be deemed to be 1/12 of a year and the rate that shall be applied monthly under subsection (1) shall be 1/12 of the annual percentage rate.

(3) Where a credit agreement provides for payments more or less frequently than monthly, the rate that shall be applied with respect to each payment period under subsection (1) shall be the same fraction of the annual percentage rate that the period is of one year.

(4) For the purpose of subsection (1), the cost of borrowing may be computed on the median amount of credit,

- (a) within a range not in excess of \$10 in a selected range of outstanding balances, where the largest amount in the range is not more than \$1,000, or
- (b) within a range not in excess of \$20 in a selected range of outstanding balances, where the smallest amount in the range is more than \$1,000,

so long as the cost of borrowing so computed is the charge applicable to all outstanding balances within the range.

8. (1) In this section,

"denominator" means the sum of the amounts of debt owing at the end of each month if all payments are made as originally scheduled; (*dénominateur*)

"numerator" means the sum of the amounts of debt actually owing at the end of each month up to the date on which full payment is to be made, but if the actual amount owing at that date is not less by a substantial amount than the amount would be if payments had been made as originally scheduled, then it may be presumed that the amounts of debt owing at the end of each month are the same as they would have been if payments had been made as originally scheduled up to the date on which full payment is to be made; (*numérateur*)

"substantial amount" means an amount equal to or greater than 10% of the original amount of the debt. (*montant important*)

(2) If payments under an agreement are required more frequently than monthly, the words "payment period" shall be substituted for the word "month" in the definitions of "denominator" and "numerator".

(3) Subject to subsections (4), (5) and (6), where an amount of debt owing under a credit agreement in which the cost of borrowing is precomputed is to be paid in advance of the final due date, the credit grantor may retain a proportion of the cost of borrowing calculated when the amount of debt is fully paid by dividing the numerator by the denominator to obtain a fraction, which

fraction shall be multiplied by the cost of borrowing and the resultant sum is the amount to be retained by the credit grantor.

(4) Where in any agreement

- (a) payments are required to be made monthly or less frequently than monthly, the credit grantor, with respect to any payment made during a month, may consider any fraction of a month so resulting to be one full month of term elapsed; and
- (b) payments are required to be made more frequently than monthly, the credit grantor, with respect to any payment made during a period, may consider any fraction of a period so resulting to be one full period of term elapsed.

(5) Where the original term of transaction is varied by one or more extensions of payment, the extended payment or payments shall be considered to have been made as originally scheduled.

(6) In any agreement where an interval elapses between the date of sale and the date from which the cost of borrowing is computed, only the period during which the cost of borrowing applies shall be used in determining the numerator and denominator to obtain the fraction referred to in subsection (3).

(7) Subject to subsection (8), the buyer or borrower shall be allowed a rebate of the cost of borrowing in an amount equal to the original cost of borrowing less the retention allowed in subsection (3) and in subsection 39(3) of the Act.

(8) Where the rebate required to be given under subsection (7) is less than \$2, the buyer or borrower is not entitled to any rebate of the cost of borrowing.

(9) A credit grantor may compute a rebate by any method other than that required by this section but the other method shall not result in an amount of rebate less than that required by other provisions of this section.

(10) In any agreement under any section of the Act, separate documents may be used to give the information required only where there is express provision for the use of separate documents in the Act or the regulations.

Direct Sales Contracts

8.1. (1) A direct sales contract must include the statement of the buyer's right to cancel as set out in Schedule A.

(2) The statement of the buyer's right to cancel must be in the following format:

- (a) the heading must be in not less than 12 point bold type;
- (b) the first paragraph must be in not less than 12 point type;
- (c) the second, third and fourth paragraphs must be in not less than 10 point type.

(3) Where the statement of the buyer's right to cancel does not appear on the first page of a direct sales contract, a notice must appear on the first page in 12 point bold type setting out where the statement of the buyer's right to cancel appears in the contract. R-007-99,s.2.

8.2. For the purposes of subsection 77.2(3) of the Act, where a buyer cancels a direct sales contract, he or she may send or deliver a notice of cancellation to the vendor or direct seller using a method by which the buyer can provide evidence that he or she cancelled the contract and the date of the cancellation, including, but not limited to, registered mail, courier, telephone, fax, electronic mail or personal delivery. R-007-99,s.2.

8.3. Where a buyer is unable to find an address for the vendor or direct seller referred to in subsections 77.2(5) and (6) of the Act, the buyer may send or deliver the notice of cancellation to the following address:

Consumer Affairs
Department of Community & Government Services
Government of Nunavut
Box 440
Baker Lake, NU
X0C 0A0

R-007-99,s.2; S.Nu. 2012,c.11,s.8(3).

8.4. A direct sales contract must include the following information:

- (a) the buyer's name and address;
- (b) the vendor's name, physical and postal addresses, telephone number and, where applicable, fax number;
- (c) where applicable, the direct seller's name;
- (d) the date on and place at which the contract is made;
- (e) a description of the goods or services sufficient to identify them;
- (f) a statement of the buyer's right to cancel that conforms with the requirements of section 8.1;
- (g) the itemized price of the goods or services;
- (h) the total amount of the contract;
- (i) the terms of payment;
- (j) in the case of a contract for the future delivery of goods, the delivery date for the goods;
- (k) in the case of a contract for the future provision of services, the start and end dates for the provision of the services;
- (l) where credit is extended or arranged by the vendor or direct seller,
 - (i) a statement of any security taken to secure payment, and
 - (ii) the cost of borrowing described in accordance with the Act;
- (m) where there is a trade-in arrangement, a description of and a statement of the value accorded the goods taken as a trade-in.

R-007-99,s.2.

Debt Collection Practices

8.5. (1) Before a collection agent begins collecting a debt from a borrower, the collection agent shall provide, or make all reasonable attempts to provide, written notice to the borrower that the credit grantor has retained the collection agent to act in respect of the collection of the debt.

(2) A written notice referred to in subsection (1)

- (a) must be provided to the borrower in such a manner as to ensure the privacy of the written notice; and
- (b) must contain
 - (i) the name of the credit grantor,
 - (ii) the balance owing on the account,
 - (iii) the licensed name of the collection agent,
 - (iv) the name of the individual providing the notice, if different from the name of the collection agent, and
 - (v) the authority, in respect of the collection of the debt, of the individual providing the notice.

(3) No collection agent shall contact a borrower by telephone or in person before:

- (a) 10 days after the written notice referred to in subsection (1) has been mailed to the borrower; or
- (b) five days after delivery if the written notice referred to in subsection (1) is personally delivered to the borrower.

(4) If a borrower who is contacted by a collection agent in respect of the collection of a debt indicates that he or she did not receive the written notice referred to in subsection (1), the collection agent shall provide the borrower with a private written notice containing the information required under this section. S.Nu. 2012,c.11,s.8(2).

8.6. Each time a collection agent contacts a borrower in respect of the collection of a debt, the collection agent shall provide the borrower with:

- (a) the name of the credit grantor;
- (b) the balance owing on the account;
- (c) the licensed name of the collection agent;
- (d) the name of the individual contacting the borrower, if different from the name of the collection agent; and
- (e) the authority, in respect of the collection of the debt, of the individual contacting the borrower.

S.Nu. 2012,c.11,s.8(2).

8.7. (1) Subject to subsection (2), no collection agent shall contact a borrower at the borrower's place of employment unless the borrower requests the collection agent to do so.

(2) A collection agent may contact a borrower at his or her place of employment to obtain an address or telephone number at which the borrower may be contacted:

- (a) on one occasion, if the borrower has not provided the collection agent with an address or telephone number at which the borrower may be contacted; and
- (b) on one occasion, if the collection agent has made a number of unsuccessful attempts to contact the borrower at a telephone number provided by the borrower.
S.Nu. 2012,c.11,s.8(2).

- 8.8.** (1) Subject to subsection (2), no collection agent shall contact a borrower's employer unless:
- (a) the employer has guaranteed to pay the debt and is being contacted in respect of the guarantee;
 - (b) the collection agent is contacting the employer in respect of:
 - (i) payments from the employer pursuant to a wage assignment, or
 - (ii) an order or judgment made by a court in favour of the collection agent, or in favour of a credit grantor who is a client of the collection agent, if the contact relates to payments from the employer under that order or judgment or under a process issued under that order or judgment; or
 - (c) the borrower has, in writing, authorized the collection agent to contact the employer.

(2) A collection agent may contact a borrower's employer once a year, or more often if authorized by the borrower in writing, to verify the borrower's employment, business title and business address. S.Nu. 2012,c.11,s.8(2).

- 8.9.** No collection agent shall contact any member of the borrower's family or household, or any relative, neighbour, friend or acquaintance of the borrower, in respect of the debt or collection of the debt, unless
- (a) the collection agent does not have the borrower's address or telephone number and the contact is for the purpose of obtaining the borrower's address or telephone number;
 - (b) the individual contacted has guaranteed to pay the debt and is being contacted in respect of the guarantee; or
 - (c) the borrower has, in writing, requested that the collection agent contact the individual and the individual does not object to the contact.
S.Nu. 2012,c.11,s.8(2).

8.10. In the collection of a debt, no collection agent shall collect or attempt to collect money from a person who is not liable for the debt. S.Nu. 2012,c.11,s.8(2).

8.11. (1) No collection agent shall communicate or attempt to communicate with a borrower or with any member of the borrower's family or household, any relative, neighbour, friend or acquaintance of the borrower, or the borrower's employer in such a manner as to constitute harassment of the borrower or the individual contacted because of the frequency, means or content of the contact.

(2) Without limiting the generality of subsection (1), communication constitutes harassment if it includes any of the following:

- (a) the use of threatening, profane, intimidating or coercive language;
 - (b) the use of undue, excessive or unreasonable pressure;
 - (c) a threat to publish the borrower's failure to pay a debt;
 - (d) the publication of the borrower's failure to pay a debt.
- S.Nu. 2012,c.11,s.8(2).

8.12. Except on the request of the individual being contacted, no collection agent shall make a telephone call to, or personal call on, the borrower or any member of the borrower's family or household, any relative, neighbour, friend or acquaintance of the borrower, or the borrower's employer:

- (a) on a Sunday, other than between the hours of 1 p.m. and 5 p.m.;
 - (b) on a holiday; or
 - (c) on any other day between the hours of 9 p.m. and 7 a.m.
- S.Nu. 2012,c.11,s.8(2).

8.13. No collection agent shall communicate or attempt to communicate with a borrower or with any member of the borrower's family or household, any relative, neighbour, friend or acquaintance of the borrower, or the borrower's employer, by a means that results or would result in the charges for the communication being payable by the borrower or by the individual to whom the communication is directed. S.Nu. 2012,c.11,s.8(2).

8.14. (1) No collection agent shall give, directly or indirectly, by implication or otherwise, any person any false or misleading information in respect of a debt or the collection of a debt.

(2) Without limiting the generality of the prohibition set out in subsection (1), no collection agent shall

- (a) misrepresent the purpose of a communication with any person or the identity of the collection agent; or
 - (b) use, without lawful authority, any summons, notice, demand or other document that suggests or implies a connection with any court within or outside of Canada.
- S.Nu. 2012,c.11,s.8(2).

8.15. (1) Where a collection agent is collecting a debt from a person and the person informs the collection agent that he or she is not the borrower, the collection agent shall cease communicating with the person.

(2) If after inquiries there are reasonable grounds to believe that the person referred to in subsection (1) is the borrower, the collection agent may resume communicating with the person. S.Nu. 2012,c.11,s.8(2).

8.16. (1) A collection agent shall communicate with a borrower only in writing after the borrower has, in writing:

- (a) requested the collection agent to communicate with the borrower only in writing; and
- (b) provided the collection agent with an address at which the borrower may be contacted.

(2) A collection agent shall communicate with a borrower only through the borrower's legal counsel after the borrower has, in writing:

- (a) requested the collection agent to communicate only with the borrower's legal counsel; and
- (b) provided a name, address and telephone number for the legal counsel.
S.Nu. 2012,c.11,s.8(2).

8.17. (1) Subject to subsection (2), a collection agent shall not communicate or continue to communicate with a borrower after the borrower has, in writing, notified the credit grantor and the collection agent that a debt is in dispute and that the borrower would like the credit grantor to take the matter to court.

(2) A collection agent may communicate with the borrower after notification has been given under subsection (1) if the borrower is not represented by legal counsel and the communication relates to a court proceeding:

- (a) in respect of a debt assigned to the collection agent under section 83.3 of the Act; or
- (b) which the credit grantor has provided express written authority to the collection agent to commence.
S.Nu. 2012,c.11,s.8(2).

8.18. No collection agent shall directly or indirectly threaten to proceed with any action or state an intention to proceed with any action in respect of which the collection agent does not have lawful authority. S.Nu. 2012,c.11,s.8(2).

8.19. (1) No collection agent shall directly or indirectly threaten that the collection agent will commence any court proceeding on behalf of a credit grantor, or state an intention that the collection agent will commence any court proceeding on behalf of a credit grantor, for the recovery of a debt, unless the credit grantor has provided the collection agent with express written authority to commence such a proceeding.

(2) No collection agent shall recommend to a credit grantor that a court proceeding be commenced for the recovery of a debt unless the collection agent first provides written notice to the borrower that the collection agent intends to recommend that a proceeding be commenced.

(3) No collection agent shall commence a court proceeding for the recovery of a debt unless the collection agent first provides written notice to the borrower that the collection agent intends to commence such a proceeding. S.Nu. 2012,c.11,s.8(2).

Applications

9. An application for a vendor, direct seller or collection agent licence and a renewal of these licences must be in Form 1 as set out in Schedule B. R-007-99,s.3.

Fees

- 10. (1) Fees payable for a vendor licence or renewal for one year or a part of one year shall be
 - (a) where no direct sellers will be appointed..... \$60;
 - (b) where one to five direct sellers will be appointed..... \$100;
 - (c) where more than five direct sellers will be appointed..... \$120.

(2) The fee payable for a direct seller licence or renewal for one year or a part of one year shall be\$30.

(3) Fees payable for a collection agent licence or renewal for one year or a part of one year shall be

- (a) where the licence is issued to an individual..... \$100;
- (b) where the licence is issued to a partnership,
for each partner..... \$100;
to a maximum of..... \$300;
- (c) where the licence is issued to a corporation..... \$300.
R-104-92,s.2,3; S.Nu. 2012,c.11,s.8(3).

Bonds

11. An application for a vendor licence and a renewal of a vendor licence must be accompanied by a penal bond in Form 2 as set out in Schedule B. R-007-99,s.4.

FORM 1, **Repealed, R-007-99,s.6.**

FORM 2, **Repealed, R-007-99,s.6.**

Note: *Much of the content of Forms 1 and 2 is now included in Forms 1 and 2 set out in Schedule B.*

SCHEDULE A

(Subsection 8.1(1))

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.

R-007-99,s.5.

SCHEDULE B

(Sections 9 and 11)

FORM 1

(Section 9)

APPLICATION FOR LICENCE

THIS APPLICATION IS FOR AN: INITIAL RENEWAL >

Vendor Licence Direct Seller Licence Collection Agent Licence

If application is for a **renewal**, complete sections **1, 2, 5, 6** and the affidavit and indicate any change of information from last year's application.

| | | | |
|--|-----------|--|-----------|
| <p>1. (1) To be completed if applicant is an INDIVIDUAL or PARTNERSHIP. (If the applicant is a partnership, the following information is to be completed for each partner.)</p> | | | |
| NAME OF APPLICANT | | NAME OF APPLICANT | |
| ADDRESS OF RESIDENCE(S) FOR LAST THREE YEARS | | ADDRESS OF RESIDENCE(S) FOR LAST THREE YEARS | |
| <p>EMPLOYMENT HISTORY (three years for applicants for vendor and collection agent licences; five years for applicants for direct seller licence):</p> | | | |
| NAME OF EMPLOYER | | NAME OF EMPLOYER | |
| MAILING ADDRESS | | MAILING ADDRESS | |
| POSITION HELD | FROM: TO: | POSITION HELD | FROM: TO: |
| NAME OF EMPLOYER | | NAME OF EMPLOYER | |
| MAILING ADDRESS | | MAILING ADDRESS | |
| POSITION HELD | FROM: TO: | POSITION HELD | FROM: TO: |
| NAME OF EMPLOYER | | NAME OF EMPLOYER | |
| MAILING ADDRESS | | MAILING ADDRESS | |
| POSITION HELD | FROM: TO: | POSITION HELD | FROM: TO: |
| <p>(2) To be completed if applicant is a CORPORATION</p> | | | |
| <p>CORPORATE NAME (Attach certificate of status from Registrar of Corporations Government of Nunavut)</p> | | | |
| <p>Provide the following information with respect to all directors of the corporation: NAME: MAILING ADDRESS: LENGTH OF TIME DIRECTORSHIP HELD: (Attach list)</p> | | | |

| | |
|--|--------------------------------------|
| 2. (1) To be completed by applicants for VENDOR and COLLECTION AGENT licences. | |
| BUSINESS NAME | PHONE (Head Office) NO. |
| HEAD OFFICE MAILING ADDRESS | |
| ADDRESS OF PRINCIPAL PLACE OF BUSINESS IN NUNAVUT | PHONE NO. |
| ADDRESSES OF BRANCH OFFICES IN _____ NUNAVUT | PHONE NO. |
| | PHONE NO. |
| Mailing address in Nunavut for service of notices under the <i>Consumer Protection Act</i> : (If mailing address does not contain a street address where notices may be served personally, also set out a street address.) | PHONE NO. |
| Applicant for a VENDOR licence: describe goods or services intended to be sold in Nunavut: | |
| (2) To be completed by applicants for a DIRECT SELLER LICENCE . | |
| (a) NAME OF YOUR VENDOR | MAILING ADDRESS OF _____ YOUR VENDOR |
| ESTIMATED AMOUNT OF AVERAGE RETAIL SALE OR RETAIL HIRE-PURCHASE TO BE MADE UNDER LICENCE APPLIED FOR _____ \$ | |
| (b) Are you presently selling goods or services in Nunavut for a vendor other than the vendor described in paragraph (a)? YES ___ NO ___ If YES, state name and mailing address of vendor: _____ | |
| Describe goods and services sold: | |
| STATE APPROXIMATE AMOUNT OF AVERAGE RETAIL SALE OR RETAIL HIRE-PURCHASE MADE FOR THIS VENDOR _____ \$ | |
| 3. Provide the names and following information for two people who can be contacted for a business reference for each applicant referred to in subsection 1(1) | |
| NAME | BUSINESS/ OCCUPATION |
| MAILING ADDRESS | PHONE NO. |
| NAME | BUSINESS/ OCCUPATION |
| MAILING ADDRESS | PHONE NO. |

4. Is the applicant presently licensed outside Nunavut as:

a VENDOR? YES ___ NO ___ _____
 a DIRECT SELLER? YES ___ NO ___ _____
 a COLLECTION AGENT? YES ___ NO ___ _____
 (If "YES", specify jurisdictions)

5. In the following questions "applicant" includes all applicants and any director or manager of a corporation that is an applicant.

(a) Has the applicant been convicted of any offence for which he or she has not been pardoned under the *Criminal Code*, under the *Consumer Protection Act* of a province or territory or any other law of Canada or a province or territory that involves a dishonest act or intent on the part of the offender?
 YES ___ NO ___

(b) Is the applicant an undischarged bankrupt?
 YES ___ NO ___

(c) Has the applicant been, within the preceding 10 years, a bankrupt or a director of a corporation that became bankrupt while he or she was director where, in each case, the creditors in the bankruptcy have not been paid in full?
 YES ___ NO ___

(d) Has the applicant had a licence issued under the *Consumer Protection Act* cancelled or a current licence issued under the act suspended?
 YES ___ NO ___

(e) Where the application is for a Vendor or Collection Agent licence, has a judgment been issued against the applicant that has not been satisfied?
 YES ___ NO ___

If the answer to any of the above is YES, give particulars:

6. Applicant for a VENDOR licence:

Have the goods or services you are intending to sell in Nunavut been sold by you in Nunavut before?
 YES ___ NO ___
 If YES, number of years goods or services sold in Nunavut: _____
 Last fiscal year of sales from: _____ to: _____
 Total retail sales in Nunavut for the last fiscal year:
 ___ \$0 to \$49,999 ___ \$50,000 to \$149,999 ___ \$150,000 to \$249,999
 ___ \$250,000 to \$499,999 ___ \$500,000 or more

7. Applicant for a VENDOR licence: (This section is optional)

The following people have authority to indicate to the Director that an applicant for a direct seller licence is authorized to represent the vendor.

| | |
|--------------------|--------------------|
| NAME | NAME |
| MAILING ADDRESS | MAILING ADDRESS |
| SPECIMEN SIGNATURE | SPECIMEN SIGNATURE |

SIGNATURE: _____ (If applicant is a partnership, all partners to sign; if applicant is a corporation, authorized signing officers to sign and corporate seal to be affixed.)

 (date)

 (signature of partners or authorized signing officers)

This **AFFIDAVIT** is to be completed by an applicant for a **VENDOR** or **COLLECTION AGENT** licence.

CANADA

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IN THE MATTER of an application for a licence or renewal of a licence under the *Consumer Protection Act*.

Province or Territory

I, _____ of _____ in the _____ make oath and say

1. I am an applicant or an officer or director of a corporation that is an applicant named in the above application.
2. To the best of my knowledge, the information set out in the application is true and correct.

SWORN before me at

(place)

on

(date)

(signature of applicant)

| | |
|---|--|
| <p>INSTRUCTIONS: Complete this form in duplicate. Retain a copy for reference when applying for a renewal of licence. Forward original together with prescribed fee to:</p> <p style="text-align: right;">></p> | <p>CONSUMER AFFAIRS DEPARTMENT OF COMMUNITY & GOVERNMENT SERVICES GOVERNMENT OF NUNAVUT BOX 440 BAKER LAKE, NU X0C 0A0</p> |
|---|--|

Where the application is for a **VENDOR** or a **COLLECTION AGENT** licence, attach bond required by section 102 or 103 of the *Consumer Protection Act*.

Note: This affidavit must be sworn or affirmed before a person authorized to administer oaths by the Evidence Act.

FORM 2

(Section 11)

PENAL BOND

1. By this instrument, _____, of _____
(applicant for vendor licence)
 in the _____, as Principal and _____
 a body corporate authorized to do business in Nunavut, as Surety, are, together with our assigns and successors, jointly and severally bound to pay to the Government of Nunavut the sum of _____ dollars.
2. The obligation contained in section 1 is void from the date of this instrument, unless
- (a) the Principal, or any representative, agent or salesperson of the Principal, is convicted of
 - (i) an offence under the *Consumer Protection Act* or any regulation made under that Act, or
 - (ii) an offence involving fraud, theft or conspiracy to commit an offence involving fraud or theft under the *Criminal Code*;
 - (b) a judgment in respect of a claim arising out of a sale to which Part VII of the *Consumer Protection Act* applies is given against the Principal or against any representative, agent or salesperson of the Principal;
 - (c) the Principal commits an act of bankruptcy, whether or not proceedings have been taken under the *Bankruptcy and Insolvency Act* (Canada); or
 - (d) a decision is rendered by the Director in writing stating in effect that after consideration and investigation of a complaint, the Director is satisfied that the Principal, or any representative, agent or salesperson of the Principal,
 - (i) has contravened the *Consumer Protection Act* or has failed to comply with any of the terms, conditions or restrictions to which his or her licence is subject or is in breach of contract, and
 - (ii) has departed from Nunavut or being out of Nunavut remains out of Nunavut, or departs from his or her dwelling-house or otherwise absents himself or herself,
 and any conviction, judgment, order or decision referred to in paragraphs (a) to (d) has become final by reason of lapse of time or of having been confirmed by the highest court to which any appeal may be taken.
3. (1) A party intending to cancel this bond shall give the Director written notice of the cancellation.
- (2) Notice of the cancellation may be mailed to the Director at the following address:
- Consumer Affairs
 Department of Community & Government Services
 Government of Nunavut
 Box 440
 Baker Lake, NU
 X0C 0A0
4. Where a notice has been given under subsection 3(1), this bond shall have no effect with respect to any act or thing occurring 90 days after the day that the Director receives the notice.
5. The Director may give notice of forfeiture of this bond within two years of the right of forfeiture arising.

DATED ON _____ 20__

SIGNED IN THE PRESENCE OF

_____ (signature of witness)

_____ (signature of witness)

Surety

(SEAL)

_____ (signature of principal)

per _____

(CORPORATE SEAL)

per _____

R-007-99,s.7; S.Nu. 2012,c.11,s.8(3).

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