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Legal Brief*

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HELP! I SIGNED SOMETHING... AND NOW I REGRET IT!

You've just purchased goods from an itinerant merchant (often referred to as a travelling salesman) who interrupted you at home while you were watching your favourite TV show. You regret making the purchase and would like to cancel it. You should know that, under the *Consumer Protection Act*,¹ you have ten (10) days within which to do so.

It is important to note that these provisions of the statute apply only to itinerant merchants, that is, a merchant who, personally or through a representative, solicits or enters into a contract with a consumer elsewhere than at the merchant's address. Therefore, if a consumer goes to a merchant's place of business, he will not have the benefit of the 10-day period within which to cancel the contract.

When an itinerant merchant comes to your home, it is strongly recommended that you check whether he holds a permit issued by the Office de la protection du consommateur, so as to ensure he has furnished security which could be used to compensate consumers in the event of a problem.

The purpose of the statute in giving consumers the right to cancel a contract within a period of ten (10) days is to allow them to examine the contract and consider its consequences, obtain advice from those close to them or from informed persons and compare the price and quality of competitors' products, all without any pressure.

In order to cancel a contract, the consumer must send the merchant a cancellation form or similar written notice, preferably by registered mail. Furthermore, the consumer must return the purchased goods to the merchant. When returning the goods, it is recommended that the consumer have someone come with him or that he ask for a receipt indicating the date on which the return was made. It should be noted that a mere telephone call or stop payment order on a cheque does not constitute a cancellation of a contract for purposes of the statute.

Following the notice of cancellation, the merchant has fifteen (15) days within which to return any money that has been paid. The merchant must also assume any costs for returning the goods.

You should also know that the statute contains exceptions to the rule; thus, certain contracts of sale by itinerant merchants are not subject to the cancellation period. For example, these include contracts for \$25.00 or less, contracts for the sale of food products that are not frozen at the time of their delivery and distance contracts (e.g., contracts entered into over the phone). It may be appropriate to consult a lawyer to determine whether you can benefit from this protection.

¹ R.S.Q., c. P-40.1.

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* The information set out in this document is not a legal interpretation.

The masculine is used to designate persons solely in order to simplify the text.