

Distance Sales Contracts

What is a distance sales contract for vehicles?

It is a contract between a seller and a consumer that is not done in person and the consumer has no opportunity to inspect the vehicle before the contract is entered into. An example of this would be a contract made over the internet, the phone or by other means.

Do I have the right to review a distance sales contract?

The law requires that certain information, including a detailed description, the total price, the delivery arrangements and any cancellation, return, exchange and refund policies, be disclosed in a clear manner before you enter into an agreement. For distance sales in electronic form, you must be able to review, correct, print or change an agreement, and accept or reject the agreement.

Are there any rights to cancel a distance sale contract?

Yes. Under the *Business Practices and Consumer Protection Act (BPCPA)*:

- ❖ If the electronic form contract was not available prior to entering into the contract, a buyer may cancel within seven (7) days after receiving a copy of the contract
- ❖ If the contract does not contain information required under law, a buyer may cancel within seven (7) days after receiving a copy
- ❖ If a dealer fails to provide a contract within 15 days, then a buyer may have the next 15 days to provide notice of cancellation
- ❖ If the vehicle is not delivered within 30 days of the supply date you agreed to, a buyer may cancel at any time after that 30 days, as long as the product hasn't been delivered
- ❖ If there is no specified supply date and the product hasn't been delivered within 30 days from the date the contract was entered into, a buyer may cancel at any time after those 30 days, as long as the product hasn't been delivered.

Are other agreements cancelled if I cancel a distance sales contract properly?

- ❖ Any other related consumer transaction, such as having a trailer hitch installed,
- ❖ Any security or deposit given under the contract, and
- ❖ Any credit agreement would also be cancelled.

How soon does the refund have to be made?

If the requirements of the BPCPA are followed, there can be no deduction from the amount of the refund and all money must be returned to the consumer within 15 days after the notice of cancellation was given by the consumer.

What is the role of the VSA?

As of January 1, 2019, the Registrar may review violations of the distance sales provisions of the BPCPA within the motor dealer industry. If you believe a dealer is not following the distance sales requirements, we encourage you to speak with the dealer first to see if they can resolve your concerns. Ask to speak to a senior manager, such as the General Manager or General Sales Manager, or to the owner. If they cannot resolve your concerns, contact the Consumer Services Department of the VSA.

Dealers/broker agents selling by distance sales contract must also abide by the *Motor Dealer Act*, all other sections of the BPCPA and their regulations. This includes making all statutory disclosures and selling vehicles compliant with the *Motor Vehicle Act*.

Contact VSA Consumer Services for additional questions at:

consumer.services@vsabc.ca or 604.575.7255

Where can I find additional information?

Click this link to find out the following information:

http://www.bclaws.ca/civix/document/id/complete/statreg/04002_04

- ❖ To see a complete list of the information the supplier of a distance sales contract must disclose please visit Section 46 of the Business Practices and Consumer Protection Act
- ❖ To review your cancellation rights when it comes to distance sales contracts, visit Section 49 of the Business Practices and Consumer Protection Act
- ❖ There's a lot to know about distance sales contracts. For a comprehensive list of your rights and responsibilities, please read Division 4 of the Business Practices and Consumer Protection Act

Note: This fact sheet provides general information and is not intended to be legal advice.