



Consumer Rights in Distance Sales Contracts

What is a distance sales contract?

The *Business Practices and Consumer Protection Act* (BPCPA) defines it as a contract between a seller and a consumer that is not agreed to in person and in which the consumer has no opportunity to inspect the goods before the contract is entered into. An example of this would be a contract made over the internet, the phone or by other means.

Consumer protections under the BPCPA

The BPCPA requires that certain information, including a detailed description, the total price, the delivery arrangements and any cancellation, return, exchange and refund policies, be included. The required information must be disclosed in a clear and comprehensible manner before the consumer enters into an agreement. It also requires that a consumer have the ability to review, correct, print or amend an agreement, and to accept or reject the agreement.

Depending on the situation, distance sales contract rules may give consumers the right to cancel a contract immediately, within 7 days, with 30 days or any time before the product is delivered. And, if a distance sales contract is properly cancelled, other agreements, including credit agreements, will also be cancelled. To learn more, the [distance sales fact sheet](#) on the VSA website gives more details.

Right to inspect under the *Sale of Goods Act*

The *Sale of Goods Act* states a buyer is deemed to have not accepted goods until they have had an opportunity to inspect them to ensure they conform to the contract.

However, a buyer is deemed to have accepted the goods when:

- a) The buyer tells the seller they accept them
- b) The buyer's conduct towards the goods is inconsistent with ownership still being with the seller. This could include a buyer registering and insuring a motor vehicle.
- c) If the buyer retains the goods and says nothing to the seller

To learn more, the [right to inspect fact sheet](#) on the VSA website gives more details.

Registrar's jurisdiction

The Registrar does not administer the distance sales contract provisions of the BPCPA. However, misrepresenting a consumer's rights and obligations within a contract is deemed a deceptive act or practice under the BPCPA, which can be reviewed by the VSA.

There is a difference between misrepresenting a person's rights and arguing that no rights exist in the specific facts of the case. Telling a consumer, "You accepted the car, it is yours and you have no right to return it!" or "A contract is a contract and there is no canceling this contract," are likely deceptive acts.

Dealers selling by distance sales contract must also abide by the *Motor Dealer Act*, the BPCPA and their regulations, including making all statutory disclosures and selling vehicles compliant with the *Motor Vehicle Act*.